

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

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

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



*Crossroads of Flagler County*

**COMMISSIONERS:**

**ROBERT BARNES**

**TINA-MARIE SCHULTZ**

**TONYA GORDON**

## **BUNNELL CITY COMMISSION MEETING**

**Monday, May 23, 2022**

**7:00 PM**

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

---

**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. Presentation: Kadance Nickmeyer**

**C. Consent Agenda:**

**C.1. Approval of Warrant**

**a. May 23, 2022 Warrant**

**C.2. Approval of Minutes**

**a. May 9, 2022 City Commission Meeting Minutes**

**C.3. Request to appoint Nealon Joseph to fill a vacated Planning, Zoning and Appeals Board Regular Board Member seat for the remainder of the term.**

**C.4. Request approval to renew the lease at 604 East Moody Blvd. Unit 4**

**C.5. Request Approval of the Business Incentive Development Agreement for Project Christmas.**

**C.6. Request approval to renew and amend the agreement with Alliant Engineering, Inc. for Continuing Engineering Services for an additional year**

**C.7. Request approval to amend and renew the agreement with Mead & Hunt, Inc. for Continuing Engineering Services for an additional year**

**C.8. Request approval to renew the agreement with CPH, Inc. for Continuing Engineering Services for an additional year**

**C.9. Request approval to renew the agreement with Kimley-Horn and Associates, Inc. for Continuing Engineering Services for an additional year**

**C.10.** Request Confirmation of the hiring of Bernadette Fisher as the Community Development Director.

**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 2022-05 Requesting to change the Future Land Use Map in the Comprehensive Plan for 1.1± acres of land, owned by Anna Marie Tindall, Bearing the Parcel ID: 21-13-31-0650-000A0-0910 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agricultural. - Second Reading
- E.2.** Ordinance 2022-06 Requesting to change the official zoning map for 1.1± acres of land, owned by Anna Marie Tindall, Bearing the Parcel ID: 21 13-31-0650-000A0-0910 from the Flagler County “MH-1, Rural Mobile Home” district to the City of Bunnell “AG, Agricultural District.” - Second Reading
- E.3.** Ordinance 2022-07 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.34± acres of land, owned by Village Maisonettes LLC and Carl & Francine Lilavois, Bearing the Parcel IDs: 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091 from Single Family Medium Density to Multi-Family. - Second Reading
- E.4.** Ordinance 2022-08 Requesting to change the official zoning map for 0.34± acres of land, owned by Village Maisonettes LLC and Carl & Francine Lilavois, Bearing the Parcel IDs: 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091 from “R-2, Multi-Family Residential” District to the “R-3B, Multi-Family Residential” District. - Second Reading
- E.5.** Ordinance 2022-12 Amending the Bunnell Land Development Code Chapter 22 Site Plan Review and Approval amending minimum standards of construction. - Second Reading
- E.6.** Ordinance 2022-13 Request to Voluntarily Annex 5± acres of Real Property, owned by Truant Construction LLC located approximately 655 feet south of East Twin Lakes Road along a private easement bearing Parcel ID: 21-13-31-0650-000D0-0042. - First Reading

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

**G. Old Business: None**

**H. New Business:**

- H.1.** Request for letter of Support for the Coalition Against Bigger Trucks (CABT) opposing Federal Legislation
- H.2.** Request Approval of Contract 2022-05 with Hydradry Inc for Remediation Services of the Coquina City Hall.
- H.3.** Award Contract for RFP 2022-02 - Professional Auditing Services for Fiscal Years ended 2022, 2023, 2024 & 2025

**I. Reports:**

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**

City Manager Report- April 2022

- **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 16, 2022 AMENDED at 1:40 PM May 16, 2022 (items removed from the agenda)***

# *The City of Bunnell*

*Is proud to recognize*

## **Kadence Nickmeyer**

**Matanzas High School**

*For earning a ride along with Flagler County Sheriff Rick Staly through her performance in the criminal justice program at Matanzas High School, for earning her Girl Scout Gold Award and her desire to pursue a career in the Air Force as a fighter pilot. Her academic performance and goals demonstrate the desire to serve and give back to her community.*

*Presented this 23<sup>rd</sup> day of May 2022*

---

*Catherine D. Robinson, Mayor  
City of Bunnell*



## City of Bunnell, Florida

### ATTACHMENTS:

Description

Warrant 5/23/2022

Type

Warrant



City of Bunnell, FL

# Expense Approval Register

Packet: APPKT07568 - 5.23.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Adam Lee Herring</b>					
	05/05/2022	Adam Lee Herring	Filter Floor Welding WWTP	404-0535-535.4640	9,000.00
				<b>Vendor Adam Lee Herring Total:</b>	<b>9,000.00</b>
<b>Vendor: Advance Stores Company, Incorporated</b>					
	04/26/2022	Advance Stores Company, Inco...	Air Filter	402-0534-534.4620	61.24
				<b>Vendor Advance Stores Company, Incorporated Total:</b>	<b>61.24</b>
<b>Vendor: Advanced Environmental Laboratories, Inc.</b>					
	05/01/2022	Advanced Environmental Labo...	Water Testing Apr 2022	404-0535-535.3400	456.50
				<b>Vendor Advanced Environmental Laboratories, Inc. Total:</b>	<b>456.50</b>
<b>Vendor: AG-PRO, LLC</b>					
	05/04/2022	AG-PRO, LLC	Unit 705 Ball Joint Repair	001-0541-541.4640	151.38
	05/04/2022	AG-PRO, LLC	Unit 715 CV Axle Replacement	001-0541-541.4640	693.92
				<b>Vendor AG-PRO, LLC Total:</b>	<b>845.30</b>
<b>Vendor: Alliant Engineering Inc</b>					
	04/18/2022	Alliant Engineering Inc	CIPP Lining Admin Mar 2022	404-0535-535.6300	945.00
	04/18/2022	Alliant Engineering Inc	Hymon Cir & Black Branch Cre...	001-0538-538.6300	10,173.75
	04/18/2022	Alliant Engineering Inc	Update COB Engineering Stan...	001-0538-538.3100	1,215.00
	04/18/2022	Alliant Engineering Inc	Update COB Engineering Stan...	001-0541-541.3100	1,215.00
	04/18/2022	Alliant Engineering Inc	Update COB Engineering Stan...	401-0533-533.3111	1,215.00
	04/18/2022	Alliant Engineering Inc	Update COB Engineering Stan...	404-0535-535.3100	1,215.00
	04/19/2022	Alliant Engineering Inc	Hymon Cir & Black Branch Cre...	001-0538-538.6300	1,974.00
	04/19/2022	Alliant Engineering Inc	Engineering Plan Reviews Mar ...	001-0524-524.3100	9,723.75
	04/26/2022	Alliant Engineering Inc	Grand Reserve Review Mar 20...	001-2021000	7,950.00
	04/26/2022	Alliant Engineering Inc	Grand Reserve Reviews Mar 2...	001-2021000	750.00
				<b>Vendor Alliant Engineering Inc Total:</b>	<b>36,376.50</b>
<b>Vendor: Axon Enterprise Inc</b>					
	04/21/2022	Axon Enterprise Inc	Basic and Pro License Bundles	001-0521-521.3400	1,440.00
				<b>Vendor Axon Enterprise Inc Total:</b>	<b>1,440.00</b>
<b>Vendor: Boulevard Tire Center</b>					
	04/28/2022	Boulevard Tire Center	Tire Retread	402-0534-534.4620	822.50
				<b>Vendor Boulevard Tire Center Total:</b>	<b>822.50</b>
<b>Vendor: Bunnell Auto Supply, Inc.</b>					
	04/26/2022	Bunnell Auto Supply, Inc.	Mercon	402-0534-534.4620	44.97
	04/26/2022	Bunnell Auto Supply, Inc.	Cable Tie	402-0534-534.4620	10.65
	05/10/2022	Bunnell Auto Supply, Inc.	Relief Valve Replacement Unit...	401-0533-533.4620	15.99
	05/10/2022	Bunnell Auto Supply, Inc.	12V Fan for Unit 929	402-0534-534.4620	49.00
	05/10/2022	Bunnell Auto Supply, Inc.	Relief Valve Replacement Unit...	401-0533-533.4620	20.68
				<b>Vendor Bunnell Auto Supply, Inc. Total:</b>	<b>141.29</b>
<b>Vendor: Charter Communications Holdings LLC</b>					
	04/27/2022	Charter Communications Hold...	200 Tolman St - 4/26-5/25/22	404-0535-535.4100	331.03
	05/02/2022	Charter Communications Hold...	200 S Church St - 5/1-5/31/22	001-0572-572.4100	16.94
				<b>Vendor Charter Communications Holdings LLC Total:</b>	<b>347.97</b>
<b>Vendor: David Brannon</b>					
	05/02/2022	David Brannon	Gas Reimbursement	001-0521-521.5210	41.99
	05/02/2022	David Brannon	Reimbursement - Ace Hardwa...	001-0521-521.5200	42.77
				<b>Vendor David Brannon Total:</b>	<b>84.76</b>
<b>Vendor: DEPARTMENT OF MANAGEMENT SERVICES</b>					
	05/10/2022	DEPARTMENT OF MANAGEM...	Delinquent M35 Invoice	001-0513-513.4900	81.81
				<b>Vendor DEPARTMENT OF MANAGEMENT SERVICES Total:</b>	<b>81.81</b>
<b>Vendor: DG Hardware, Inc.</b>					
	04/27/2022	DG Hardware, Inc.	Touch and Flow Nozzle	402-0534-534.5265	18.35

## Expense Approval Register

Packet: APPKT07568 - 5.23.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	05/11/2022	DG Hardware, Inc.	Pressure Switch Hookup Parts -..	404-0535-535.4640	75.02
	05/11/2022	DG Hardware, Inc.	Paint and Supplies	001-0572-572.5200	62.41
	05/03/2022	DG Hardware, Inc.	Code Enforcement Stakes	001-0524-524.5100	36.55
			<b>Vendor DG Hardware, Inc. Total:</b>		<b>192.33</b>
<b>Vendor: Enterprise FM Trust - Enterprise Fleet Management Customer Billing</b>					
	03/01/2022	Enterprise FM Trust - Enterpri...	Reservation 5RLDKF - 2/28-3/1...	001-0572-572.4400	57.80
			<b>Vendor Enterprise FM Trust - Enterprise Fleet Management Customer Billing Total:</b>		<b>57.80</b>
<b>Vendor: Environmental Land Services of Flagler County, Inc</b>					
	05/13/2022	Environmental Land Services of..	Solid Waste Dumping 5/6-5/12...	402-0534-534.3400	3,913.79
	05/06/2022	Environmental Land Services of..	Solid Waste Dumping 4/29-5/5...	402-0534-534.3400	4,211.27
			<b>Vendor Environmental Land Services of Flagler County, Inc Total:</b>		<b>8,125.06</b>
<b>Vendor: Ferguson US Holdings, Inc</b>					
	05/02/2022	Ferguson US Holdings, Inc	Water Hammer Arrestors for ...	401-0533-533.4640	30.30
	05/03/2022	Ferguson US Holdings, Inc	12 Inline Drain with grate	001-0538-538.6300	930.00
	05/03/2022	Ferguson US Holdings, Inc	12x20 F2648 W/TITE SLD HDPE..	001-0538-538.6300	211.00
	05/03/2022	Ferguson US Holdings, Inc	12 N12 MARMAC DBL REP CO...	001-0538-538.6300	430.00
	05/03/2022	Ferguson US Holdings, Inc	12x12 INLINE DRN W/ GRATE ...	001-0538-538.6300	465.00
			<b>Vendor Ferguson US Holdings, Inc Total:</b>		<b>2,066.30</b>
<b>Vendor: Flagler County Board of County Commissioners</b>					
	04/25/2022	Flagler County Board of County..	Fuel Charges - Mar 2022	001-0521-521.5210	84.27
	04/25/2022	Flagler County Board of County..	Repair Unit #BPD1105	001-0521-521.4620	75.88
	04/25/2022	Flagler County Board of County..	Repair Unit #BPD1702	001-0521-521.4620	153.67
	04/25/2022	Flagler County Board of County..	Repair Unit #BPD2005	001-0521-521.4620	35.38
	04/25/2022	Flagler County Board of County..	Repair Unit #BPD2006	001-0521-521.4620	57.64
	04/25/2022	Flagler County Board of County..	Repair Unit #BPD2004	001-0521-521.4620	235.57
	04/25/2022	Flagler County Board of County..	Repair Unit #BPD2003	001-0521-521.4620	243.01
	05/05/2022	Flagler County Board of County..	GW Carver 2022 Contribution	001-0511-511.8200	10,000.00
			<b>Vendor Flagler County Board of County Commissioners Total:</b>		<b>10,885.42</b>
<b>Vendor: Flagler County Clerk of Courts</b>					
	05/09/2022	Flagler County Clerk of Courts	Code Enforcement Lien Record..	001-0524-524.3300	10.00
			<b>Vendor Flagler County Clerk of Courts Total:</b>		<b>10.00</b>
<b>Vendor: Flagler County Sheriff's Office</b>					
	05/05/2022	Flagler County Sheriff's Office	June 2022 - Major Case Det 4/...	001-0521-521.3400	10,010.44
			<b>Vendor Flagler County Sheriff's Office Total:</b>		<b>10,010.44</b>
<b>Vendor: Flagler Humane Society</b>					
	05/09/2022	Flagler Humane Society	Animal Intake & Control Svcs ...	001-0562-562.3402	2,052.00
			<b>Vendor Flagler Humane Society Total:</b>		<b>2,052.00</b>
<b>Vendor: Florida Rural Water Association</b>					
	04/16/2022	Florida Rural Water Association	Membership Renewal	401-0533-533.5400	280.00
	04/16/2022	Florida Rural Water Association	Membership Renewal	404-0535-535.5400	280.00
			<b>Vendor Florida Rural Water Association Total:</b>		<b>560.00</b>
<b>Vendor: Hawkins Inc</b>					
	04/29/2022	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,447.50
	05/06/2022	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	576.00
	05/06/2022	Hawkins Inc	WTP Treatment Chems	401-0533-533.5205	814.50
			<b>Vendor Hawkins Inc Total:</b>		<b>2,838.00</b>
<b>Vendor: Insituform Technologies</b>					
	05/05/2022	Insituform Technologies	Slip Lining - Phase 4	404-0535-535.6300	6,467.80
	05/05/2022	Insituform Technologies	Slip Lining - Phase 4	404-2050000	23,257.65
			<b>Vendor Insituform Technologies Total:</b>		<b>29,725.45</b>
<b>Vendor: Ixom Watercare Inc</b>					
	05/10/2022	Ixom Watercare Inc	Air Controller for Pneumatic P...	401-0533-533.4640	719.50
			<b>Vendor Ixom Watercare Inc Total:</b>		<b>719.50</b>
<b>Vendor: Jul Kat, LLC</b>					
	05/11/2022	Jul Kat, LLC	VLMCC Gutter Replacement	001-0572-572.6200	1,285.00
			<b>Vendor Jul Kat, LLC Total:</b>		<b>1,285.00</b>

## Expense Approval Register

Packet: APPKT07568 - 5.23.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Kehle Plumbing, Inc.</b>					
	05/12/2022	Kehle Plumbing, Inc.	Snaking at VLMCC	001-0572-572.4610	105.00
				<b>Vendor Kehle Plumbing, Inc. Total:</b>	<b>105.00</b>
<b>Vendor: Kerri A Uebel</b>					
	05/04/2022	Kerri A Uebel	Trimmer Line	001-0572-572.4640	35.99
	05/04/2022	Kerri A Uebel	Rewind Starter Unit 122	001-0541-541.4640	25.34
				<b>Vendor Kerri A Uebel Total:</b>	<b>61.33</b>
<b>Vendor: Language Line Services Inc</b>					
	04/30/2022	Language Line Services Inc	April 2022 Translation Services	001-0512-512.4100	20.88
				<b>Vendor Language Line Services Inc Total:</b>	<b>20.88</b>
<b>Vendor: Lowe's Companies, Inc</b>					
	03/03/2022	Lowe's Companies, Inc	Balance of Invoice	401-0533-533.5205	0.07
	04/07/2022	Lowe's Companies, Inc	Safe Key Box	001-0519-519.5200	27.54
	05/09/2022	Lowe's Companies, Inc	Municipal Park Move Project	001-0572-572.4610	442.92
				<b>Vendor Lowe's Companies, Inc Total:</b>	<b>470.53</b>
<b>Vendor: MacData LLC</b>					
	04/30/2022	MacData LLC	Background - Stewart, Fisher, ...	001-0513-513.4900	40.00
	04/30/2022	MacData LLC	Background - Stewart, Fisher, ...	001-0524-524.4900	60.00
				<b>Vendor MacData LLC Total:</b>	<b>100.00</b>
<b>Vendor: Maudlin International Trucks</b>					
	03/30/2022	Maudlin International Trucks	Gear Assembly	402-0534-534.4620	1,564.49
	05/03/2022	Maudlin International Trucks	Link, Steering Drag, 10-14K	402-0534-534.4620	192.93
	05/03/2022	Maudlin International Trucks	Gear Assembly Return	402-0534-534.4620	-705.38
				<b>Vendor Maudlin International Trucks Total:</b>	<b>1,052.04</b>
<b>Vendor: McNeill Signs Inc</b>					
	05/05/2022	McNeill Signs Inc	Carver Fields Sign Replace - Dep	001-0572-572.5310	495.64
	05/06/2022	McNeill Signs Inc	Replacement Sign Municipal P...	001-0572-572.5310	495.63
				<b>Vendor McNeill Signs Inc Total:</b>	<b>991.27</b>
<b>Vendor: Michael Leo Dove</b>					
	05/05/2022	Michael Leo Dove	Building Inspections 4/25-5/3/...	001-0524-524.3401	1,255.00
				<b>Vendor Michael Leo Dove Total:</b>	<b>1,255.00</b>
<b>Vendor: Municipal Code Corporation</b>					
	04/30/2022	Municipal Code Corporation	Codification of 2021 Adopted ...	001-0512-512.3400	283.37
				<b>Vendor Municipal Code Corporation Total:</b>	<b>283.37</b>
<b>Vendor: New Directions</b>					
	05/01/2022	New Directions	Quarterly 5/22-7/22	001-0511-511.2300	32.44
	05/01/2022	New Directions	Quarterly 5/22-7/22	001-0512-512.3400	19.46
	05/01/2022	New Directions	Quarterly 5/22-7/22	001-0513-513.2300	34.39
	05/01/2022	New Directions	Quarterly 5/22-7/22	001-0516-516.2300	3.57
	05/01/2022	New Directions	Quarterly 5/22-7/22	001-0521-521.2300	97.32
	05/01/2022	New Directions	Quarterly 5/22-7/22	001-0524-524.2300	25.95
	05/01/2022	New Directions	Quarterly 5/22-7/22	001-0541-541.2300	35.04
	05/01/2022	New Directions	Quarterly 5/22-7/22	001-0549-549.2300	6.49
	05/01/2022	New Directions	Quarterly 5/22-7/22	001-0572-572.2300	25.95
	05/01/2022	New Directions	Quarterly 5/22-7/22	401-0533-533.2300	54.18
	05/01/2022	New Directions	Quarterly 5/22-7/22	402-0534-534.4300	26.28
	05/01/2022	New Directions	Quarterly 5/22-7/22	404-0535-535.2300	54.18
				<b>Vendor New Directions Total:</b>	<b>415.25</b>
<b>Vendor: NextEra Energy Inc</b>					
	04/29/2022	NextEra Energy Inc	02735-15254 Apr 2022	001-0519-519.4300	45.96
	04/29/2022	NextEra Energy Inc	06115-08987 Apr 2022	404-0535-535.4300	36.66
	04/29/2022	NextEra Energy Inc	08456-32520 Apr 2022	001-0519-519.4300	14.21
	04/29/2022	NextEra Energy Inc	16455-03937 Apr 2022	001-0541-541.4300	363.37
	04/29/2022	NextEra Energy Inc	16525-04919 Apr 2022	404-0535-535.4300	5,644.26
	04/29/2022	NextEra Energy Inc	16885-09957 Apr 2022 + P/D	404-0535-535.4300	62.15
	04/29/2022	NextEra Energy Inc	27076-01973 Apr 2022 + P/D	404-0535-535.4300	45.89
	04/29/2022	NextEra Energy Inc	27516-03917 Apr 2022	404-0535-535.4300	94.00



(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	04/29/2022	NextEra Energy Inc	47802-16398 Apr 2022	001-0519-519.4300	642.79
	04/29/2022	NextEra Energy Inc	50935-93118 Apr 2022	001-0519-519.4300	15.07
	04/29/2022	NextEra Energy Inc	51926-14112 Apr 2022	001-0519-519.4300	21.54
	04/29/2022	NextEra Energy Inc	56661-53118 Apr 2022	001-0519-519.4300	187.06
	05/02/2022	NextEra Energy Inc	37390-07957 Apr 2022	001-0541-541.4300	3,337.14
	05/02/2022	NextEra Energy Inc	37400-05982 Apr 2022	001-0541-541.4300	194.64
	05/03/2022	NextEra Energy Inc	47533-10046 Apr 2022	404-0535-535.4300	39.42
	05/04/2022	NextEra Energy Inc	09445-94365 Apr 2022	404-0535-535.4300	16.63
	05/04/2022	NextEra Energy Inc	23515-07823 Apr 2022	401-0533-533.4300	14.77
	05/05/2022	NextEra Energy Inc	01235-95431 Apr 2022	001-0521-521.4300	12.02
	05/05/2022	NextEra Energy Inc	01408-42220 Apr 2022	404-0535-535.4300	63.60
	05/05/2022	NextEra Energy Inc	04799-99278 Apr 2022	001-0519-519.4300	27.69
	05/05/2022	NextEra Energy Inc	05365-06116 Apr 2022	404-0535-535.4300	22.27
	05/05/2022	NextEra Energy Inc	08857-07703 Apr 2022	401-0533-533.4300	3,812.18
	05/05/2022	NextEra Energy Inc	14322-90094 Apr 2022	001-0572-572.4300	1,086.61
	05/05/2022	NextEra Energy Inc	19639-02331 Apr 2022	001-0521-521.4300	12.02
	05/05/2022	NextEra Energy Inc	24515-76322 Apr 2022	001-0572-572.4300	29.59
	05/05/2022	NextEra Energy Inc	25840-57588 Apr 2022	001-0541-541.4300	13.33
	05/05/2022	NextEra Energy Inc	26391-00821 Apr 2022	404-0535-535.4300	25.39
	05/05/2022	NextEra Energy Inc	28635-95142 Apr 2022	001-0572-572.4300	94.98
	05/05/2022	NextEra Energy Inc	29732-82177 Apr 2022	001-0521-521.4300	12.02
	05/05/2022	NextEra Energy Inc	34080-03816 Apr 2022	404-0535-535.4300	116.58
	05/05/2022	NextEra Energy Inc	38244-16469 Apr 2022	404-0535-535.4300	221.41
	05/05/2022	NextEra Energy Inc	39472-13538 Apr 2022	404-0535-535.4300	16.69
	05/05/2022	NextEra Energy Inc	48483-68421 Apr 2022	001-0519-519.4300	114.70
	05/05/2022	NextEra Energy Inc	56811-06810 Apr 2022	001-0541-541.4300	192.76
	05/05/2022	NextEra Energy Inc	56821-04848 Apr 2022	001-0541-541.4300	26.40
	05/05/2022	NextEra Energy Inc	56831-02874 Apr 2022	001-0541-541.4300	79.18
	05/05/2022	NextEra Energy Inc	59268-64496 Apr 2022 + P/D	401-0533-533.4300	174.33
	05/05/2022	NextEra Energy Inc	60520-97182 Apr 2022	001-0521-521.4300	12.02
	05/05/2022	NextEra Energy Inc	66101-01831 Apr 2022	001-0572-572.4300	117.33
	05/05/2022	NextEra Energy Inc	66311-06884 Apr 2022	001-0541-541.4300	28.83
	05/05/2022	NextEra Energy Inc	67468-67586 Apr 2022	001-0541-541.4300	13.09
	05/05/2022	NextEra Energy Inc	68117-21478 Apr 2022	001-0521-521.4300	12.02
	05/05/2022	NextEra Energy Inc	76171-09884 Apr 2022	404-0535-535.4300	79.60
	05/05/2022	NextEra Energy Inc	79034-46115 Apr 2022	001-0521-521.4300	12.02
	05/05/2022	NextEra Energy Inc	82864-01883 Apr 2022	404-0535-535.4300	74.15
	05/05/2022	NextEra Energy Inc	93326-99348 Apr 2022	001-0521-521.4300	12.02
	05/05/2022	NextEra Energy Inc	95527-02467 Apr 2022	404-0535-535.4300	63.33
	05/05/2022	NextEra Energy Inc	99040-97517 Apr 2022	001-0519-519.4300	81.10
				<b>Vendor NextEra Energy Inc</b>	<b>Total: 17,434.82</b>
<b>Vendor: Nextran</b>					
	04/26/2022	Nextran	Seal Voyager ss440 x 2	402-0534-534.4620	81.54
	04/28/2022	Nextran	Cam shaft / Adjuster	402-0534-534.4620	257.50
	04/28/2022	Nextran	Hub Assembly	402-0534-534.4620	378.08
				<b>Vendor Nextran Total:</b>	<b>717.12</b>
<b>Vendor: Nicholson A/C &amp; Heating, Inc.</b>					
	05/01/2022	Nicholson A/C & Heating, Inc.	Manitowoc - W/EC110 Can & F..	001-0541-541.4400	130.00
				<b>Vendor Nicholson A/C &amp; Heating, Inc. Total:</b>	<b>130.00</b>
<b>Vendor: ODYSSEY MANUFACTURING COMPANY</b>					
	04/29/2022	ODYSSEY MANUFACTURING C...	Sodium Chloride	401-0533-533.5205	3,793.92
				<b>Vendor ODYSSEY MANUFACTURING COMPANY</b>	<b>Total: 3,793.92</b>
<b>Vendor: Palm Coast Observer, LLC</b>					
	04/28/2022	Palm Coast Observer, LLC	Ord #2021-43	001-0512-512.4800	169.00
	04/28/2022	Palm Coast Observer, LLC	Ord #2021-40	001-0512-512.4800	182.00
	04/28/2022	Palm Coast Observer, LLC	Ord #2021-41	001-0512-512.4800	169.00
	04/28/2022	Palm Coast Observer, LLC	Ord #2021-42	001-0512-512.4800	182.00
	04/28/2022	Palm Coast Observer, LLC	Ord #2022-12	001-0538-538.4800	65.00
	04/28/2022	Palm Coast Observer, LLC	Ord #2022-12	001-0541-541.4800	65.00

## Expense Approval Register

Packet: APPKT07568 - 5.23.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	04/28/2022	Palm Coast Observer, LLC	Ord #2022-12	401-0533-533.4800	65.00
	04/28/2022	Palm Coast Observer, LLC	Ord #2022-12	404-0535-535.4800	65.00
	05/12/2022	Palm Coast Observer, LLC	Ord #2022-06	001-0512-512.4800	169.00
	05/12/2022	Palm Coast Observer, LLC	Ord #2022-07	001-0512-512.4800	182.00
	05/12/2022	Palm Coast Observer, LLC	Ord #2022-08	001-0512-512.4800	169.00
	05/12/2022	Palm Coast Observer, LLC	Ord #2022-05	001-0512-512.4800	182.00
	05/12/2022	Palm Coast Observer, LLC	Ord #2022-12	001-0538-538.4800	65.00
	05/12/2022	Palm Coast Observer, LLC	Ord #2022-12	001-0541-541.4800	65.00
	05/12/2022	Palm Coast Observer, LLC	Ord #2022-12	401-0533-533.4800	65.00
	05/12/2022	Palm Coast Observer, LLC	Ord #2022-12	404-0535-535.4800	65.00
			<b>Vendor Palm Coast Observer, LLC Total:</b>		<b>1,924.00</b>
<b>Vendor: Preferred Governmental Insurance Trust</b>					
	06/01/2022	Preferred Governmental Insur...	Agreement #WC FL1 0182002 ...	001-2182000	3,440.33
			<b>Vendor Preferred Governmental Insurance Trust Total:</b>		<b>3,440.33</b>
<b>Vendor: Randy Strickland</b>					
	05/03/2022	Randy Strickland	Reimbursement for WWTP Em...	404-0535-535.4640	20.40
			<b>Vendor Randy Strickland Total:</b>		<b>20.40</b>
<b>Vendor: Rayco Funding &amp; Development, Inc</b>					
	04/28/2022	Rayco Funding & Development...	Dewatering Box Maintenance	404-0535-535.3400	1,575.00
	05/05/2022	Rayco Funding & Development...	Dewatering Box Maintenance	404-0535-535.3400	1,575.00
			<b>Vendor Rayco Funding &amp; Development, Inc Total:</b>		<b>3,150.00</b>
<b>Vendor: Staples, Inc</b>					
	05/04/2022	Staples, Inc	Office Supplies	001-0524-524.5100	107.23
			<b>Vendor Staples, Inc Total:</b>		<b>107.23</b>
<b>Vendor: Sun Country Termite &amp; Pest Control</b>					
	05/02/2022	Sun Country Termite & Pest C...	604 E Moody Unit 6 - May 2022	001-0519-519.3401	25.00
	05/02/2022	Sun Country Termite & Pest C...	604 E Moody Unit 4 - May 2022	001-0519-519.3401	25.00
	05/02/2022	Sun Country Termite & Pest C...	1769 E Moody Bldg 14 - May 2...	001-0519-519.3401	50.00
	05/02/2022	Sun Country Termite & Pest C...	Coquina - May 2022	001-0572-572.3400	37.00
	05/02/2022	Sun Country Termite & Pest C...	Carver Fields - May 2022	001-0572-572.3400	75.00
	05/05/2022	Sun Country Termite & Pest C...	Versie Lee - May 2022	001-0572-572.3400	30.00
	05/05/2022	Sun Country Termite & Pest C...	Heritage Park - May 2022	001-0572-572.3400	25.00
	05/05/2022	Sun Country Termite & Pest C...	Jackson Park - May 2022	001-0572-572.3400	30.00
			<b>Vendor Sun Country Termite &amp; Pest Control Total:</b>		<b>297.00</b>
<b>Vendor: Superior Sheds, Inc</b>					
	03/15/2022	Superior Sheds, Inc	Storage Shed	001-0519-519.6200	7,175.00
			<b>Vendor Superior Sheds, Inc Total:</b>		<b>7,175.00</b>
<b>Vendor: Tomeka Morton</b>					
	05/09/2022	Tomeka Morton	EJ Park Deposit Refund - 5/7/22	001-2200000	23.62
			<b>Vendor Tomeka Morton Total:</b>		<b>23.62</b>
<b>Vendor: Trailco Group, Inc</b>					
	05/16/2022	Trailco Group, Inc	June 2022 Rent/Trash 604 E M...	001-0519-519.4400	2,520.00
			<b>Vendor Trailco Group, Inc Total:</b>		<b>2,520.00</b>
<b>Vendor: Tylex Enterprise, LLC</b>					
	05/03/2022	Tylex Enterprise, LLC	Security Camera Expansion at ...	001-0572-572.5264	2,650.00
			<b>Vendor Tylex Enterprise, LLC Total:</b>		<b>2,650.00</b>
<b>Vendor: UniFirst Corporation</b>					
	04/20/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5220	66.70
	04/20/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	133.39
	04/20/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	133.39
	04/27/2022	UniFirst Corporation	Gloves	404-0535-535.5200	508.80
	05/11/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	15.01
	05/11/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5220	28.20
	05/11/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.68
	05/11/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5200	21.09
	05/11/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	22.80
	05/11/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	13.35

## Expense Approval Register

Packet: APPKT07568 - 5.23.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	05/11/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	17.65
	05/11/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	11.07
	05/04/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	12.01
	05/04/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5220	27.70
	05/04/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.18
	05/04/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5200	21.09
	05/04/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	22.30
	05/04/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	12.85
	05/04/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	17.15
	05/04/2022	UniFirst Corporation	Uniform Maintenance	404-0535-535.5220	10.57
				<b>Vendor UniFirst Corporation Total:</b>	<b>1,117.98</b>
<b>Vendor: Verizon Connect Telo Inc.</b>					
	05/01/2022	Verizon Connect Telo Inc.	Fleet and Video Service May 2...	001-0541-541.4100	76.40
	05/01/2022	Verizon Connect Telo Inc.	Fleet and Video Service May 2...	001-0572-572.4100	57.30
	05/01/2022	Verizon Connect Telo Inc.	Fleet and Video Service May 2...	401-0533-533.4100	76.40
	05/01/2022	Verizon Connect Telo Inc.	Fleet and Video Service May 2...	402-0534-534.4100	152.40
	05/01/2022	Verizon Connect Telo Inc.	Fleet and Video Service May 2...	404-0535-535.4100	76.40
				<b>Vendor Verizon Connect Telo Inc. Total:</b>	<b>438.90</b>
<b>Vendor: WB Mason</b>					
	05/02/2022	WB Mason	Toner Cartridge	001-0541-541.5100	144.99
				<b>Vendor WB Mason Total:</b>	<b>144.99</b>
				<b>Grand Total:</b>	<b>168,025.15</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
001 - GENERAL FUND	90,803.97
401 - WATER	11,311.41
402 - SOLID WASTE	11,114.41
404 - SEWER	54,795.36
<b>Grand Total:</b>	<b>168,025.15</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-0511-511.2300	Medical/Dental/Life Exp.	32.44
001-0511-511.8200	Contributions - Legislative	10,000.00
001-0512-512.3400	Other Contracted Services	302.83
001-0512-512.4100	Communications Expense	20.88
001-0512-512.4800	Advertising	1,404.00
001-0513-513.2300	Medical / Life Ins Exp - Ex...	34.39
001-0513-513.4900	Other Current Chgs - Adm...	121.81
001-0516-516.2300	Medical/Life Ins Exp	3.57
001-0519-519.3401	Other Contractual Services	100.00
001-0519-519.4300	Utilities	1,150.12
001-0519-519.4400	Rental/Lease	2,520.00
001-0519-519.5200	Operating Supplies	27.54
001-0519-519.6200	Buildings & Improvements	7,175.00
001-0521-521.2300	Medical / Life Ins Exp - Ex...	97.32
001-0521-521.3400	Other Contract Services	11,450.44
001-0521-521.4300	Utility - Public Services	84.14
001-0521-521.4620	Repair / Maint - Vehicles	801.15
001-0521-521.5200	Operating Supplies	42.77
001-0521-521.5210	Fuel	126.26
001-0524-524.2300	Medical / Life Ins Exp - Ex...	25.95
001-0524-524.3100	Professional Services Exp...	9,723.75
001-0524-524.3300	Recording Fees	10.00
001-0524-524.3401	Bldg / Fire Inspection Exp -..	1,255.00
001-0524-524.4900	Other Current Chgs & Obl...	60.00
001-0524-524.5100	Office Supplies Expenses	143.78
001-0538-538.3100	Professional Services	1,215.00
001-0538-538.4800	Advertising/Promo Expen...	130.00
001-0538-538.6300	Improvements - Other Th...	14,183.75
001-0541-541.2300	Medical / Life Ins Exp - Ex...	35.04
001-0541-541.3100	Professional Services Exp...	1,215.00
001-0541-541.4100	Communications Expense	76.40
001-0541-541.4300	Utility - Public Services	4,248.74
001-0541-541.4400	Rental / Lease Expense	130.00
001-0541-541.4640	Equipment Repair & Maint..	870.64
001-0541-541.4800	Advertising / Promo Expe...	130.00
001-0541-541.5100	Office Supplies Expenses	144.99
001-0541-541.5220	Uniforms Exp	122.60
001-0549-549.2300	Medical/Life Ins Exp	6.49
001-0549-549.5220	Uniforms	22.86
001-0562-562.3402	Humane Society Contract	2,052.00
001-0572-572.2300	Medical / Life Ins Exp - Ex...	25.95
001-0572-572.3400	Other Contract Services	197.00
001-0572-572.4100	Communications Expense	74.24
001-0572-572.4300	Utility - Public Services	1,328.51
001-0572-572.4400	Rental / Lease Expense	57.80
001-0572-572.4610	Repair / Maint - Bldgs	547.92
001-0572-572.4640	Repair/Maint - Equipment	35.99
001-0572-572.5200	Operating Supplies	104.59
001-0572-572.5220	Uniforms Exp	45.10
001-0572-572.5264	Small Equipment Purchase	2,650.00
001-0572-572.5310	Signage	991.27

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
001-0572-572.6200	Building & improvements	1,285.00
001-2021000	Accts Paybl - Gen	8,700.00
001-2182000	WC Payable	3,440.33
001-2200000	Deposits Paybl - Park Ren...	23.62
401-0533-533.2300	Medical / Life Ins Exp - Ex...	54.18
401-0533-533.3111	Professional Services Exp...	1,215.00
401-0533-533.4100	Communications Expense	76.40
401-0533-533.4300	Utility - Public Services	4,001.28
401-0533-533.4620	Repair / Maint - Vehicles	36.67
401-0533-533.4640	Repair / Maint - Equipme...	749.80
401-0533-533.4800	Advertising / Promo Expe...	130.00
401-0533-533.5205	Operating Supplies Exp - ...	4,608.49
401-0533-533.5220	Uniforms Exp	159.59
401-0533-533.5400	Memberships, Publication...	280.00
402-0534-534.3400	Other Contract Services - ...	8,125.06
402-0534-534.4100	Communications - Solid ...	152.40
402-0534-534.4300	Utilities - Solid Waste	26.28
402-0534-534.4620	Repair/Maint Vehicles - So...	2,757.52
402-0534-534.5220	Uniforms - Solid Waste	34.80
402-0534-534.5265	Tools	18.35
404-0535-535.2300	Medical/Life	54.18
404-0535-535.3100	Professional Services	1,215.00
404-0535-535.3400	Other Contractual Services	3,606.50
404-0535-535.4100	Communications	407.43
404-0535-535.4300	Utilities	6,622.03
404-0535-535.4640	Repairs & Maint. - Equip...	9,095.42
404-0535-535.4800	Advertising/Promotion	130.00
404-0535-535.5200	Operating Supplies	2,532.30
404-0535-535.5220	Uniforms	182.05
404-0535-535.5400	Memberships, Dues & Su...	280.00
404-0535-535.6300	Improvements Other Than..	7,412.80
404-2050000	Retainage Payable	23,257.65
	<b>Grand Total:</b>	<b>168,025.15</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	152,896.40
2022 REDI Grant	945.00
CDBG-Hymon COB	12,147.75
WSD-804 Fifth Mat.	2,036.00
	<b>Grand Total:</b>
	<b>168,025.15</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

BOB BARNES

TINA-MARIE SCHULTZ

## BUNNELL CITY COMMISSION MINUTES

Monday, May 9, 2022

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 (Present):** Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Bob Barnes; City Attorney John Cary; City Manager Alvin Jackson, Jr.; Finance Director Shanea Stankiewicz; Infrastructure Director Dustin Vost; City Clerk Kristen Bates

### Invocation for our Military Troops and National Leaders

Vice Mayor Rogers led the Invocation.

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

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

Mayor Robinson read the proclamation into the record. Chief Brannon accepted the proclamation. All of the officers in attendance gathered at the dais for a photo.

### C. Consent Agenda:

#### C.1. Approval of Warrant

##### a. May 09, 2022, Warrant

#### C.2. Approval of Minutes

##### a. April 26, 2022, City Commission Workshop Minutes

#### C.3. Confirmation of the hiring of Marcus DePasquale as the City Engineer

*\*Commissioner Gordon pulled item C.3. from the Consent Agenda.*

**Motion:** Approve items C1 & C2

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Barnes

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

#### C.3. Confirmation of the hiring of Marcus DePasquale as the City Engineer

This item was pulled for discussion by Commissioner Gordon. Commissioner Gordon asked if this position was in the budget. City Manager Jackson indicated the engineer salary would be paid out the budgets of several departments including development fees and the funding

already approved for consulting engineer services in the budget. Vice Mayor Rogers asked if hiring him saves the City money. City Manager Jackson indicated it would, but the City may still need the outside consultants for some specific projects; but what can in house will be done in house as consulting engineer hourly rates are costly. Mayor Robinson indicated at one time the City had an in-house Engineer. Commissioner Barnes asked if we had an estimate of the savings. City Manager Jackson indicated he did not have one in front of him, but could generate one for the Board

**Motion:** Approve C.3

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**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.**

Mr. Vince Viscaletti of Grand Reserve thanked the Board for Infrastructure resolving an irrigation issue he brought up at last month's meeting. He indicated he is deeply concerned about 2 homicides occurring in the City since January, and the reports of the cameras not working. He would like an update on the 2 cases and on the camera situation.

Mr. Lance Alred (Christopher Ct.) is a Candidate for School Board District 2 and introduced himself to the Board. He went over his background in education and that of his family. He is committed to doing what is right for the Flagler County education system.

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

**E.1. Ordinance 2021-40 Requesting to change the Future Land Use Map in the Comprehensive Plan for 11.9± acres of land, owned by Christopher Barney, Bearing the Parcel ID: 22-12-30-0650-000D0-0061 from Flagler County "Agriculture & Timberlands" to City of Bunnell "Agriculture" - Second Reading**

City Attorney Cary read the short title into the record.

**Motion:** Adopt Ordinance 2021-40 Requesting to change the Future Land Use Map in the Comprehensive Plan for 11.9± acres of land, owned by Christopher Barney, Bearing the Parcel ID: 22-12-30-0650-000D0-0061 from Flagler County "Agriculture & Timberlands" to City of Bunnell "Agriculture" - Second Reading

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Gordon

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**E.2. Ordinance 2021-41 Requesting to change the official zoning map for 11.9± acres of land, owned by Christopher Barney, Bearing the Parcel ID: 22-12-30-0650- 000D0-0061 from Flagler County, "AC- Agriculture" to City of Bunnell, "AG Agricultural District". - Second Reading**

City Attorney Cary read the short title into the record.

**Motion:** Adopt Ordinance 2021-41 Requesting to change the official zoning map for 11.9± acres of land, owned by Christopher Barney, Bearing the Parcel ID: 22-12-30-0650- 000D0-



0061 from Flagler County, "AC- Agriculture" to City of Bunnell, "AG Agricultural District". - Second Reading

**Motion by:** Commissioner Barnes

**Second by:** Vice Mayor Rogers

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**E.3. Ordinance 2021-42 Requesting to change the Future Land Use Map in the Comprehensive Plan for 1.10± acres of land, owned by Ryan Liebert, Bearing the Parcel ID: 21-13-31-0650-000A0-0920 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agriculture - Second Reading**

City Attorney Cary read the short title into the record.

**Motion:** Adopt Ordinance 2021-42 Requesting to change the Future Land Use Map in the Comprehensive Plan for 1.10± acres of land, owned by Ryan Liebert, Bearing the Parcel ID: 21-13-31-0650-000A0-0920 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agriculture - Second Reading

**Motion by:** Commissioner Gordon

**Second by:** Vice Mayor Rogers

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**E.4. Ordinance 2021-43 Requesting to change the official zoning map for 1.10± acres of land, owned by Ryan Liebert, Bearing the Parcel ID: 21 13-31-0650-000A0- 0920 from the Flagler County "MH-1, Rural Mobile Home" district to the City of Bunnell "AG, Agricultural District" - Second Reading**

City Attorney Cary read the short title into the record.

**Motion:** Adopt Ordinance 2021-43 Requesting to change the official zoning map for 1.10± acres of land, owned by Ryan Liebert, Bearing the Parcel ID: 21 13-31-0650-000A0- 0920 from the Flagler County "MH-1, Rural Mobile Home" district to the City of Bunnell "AG, Agricultural District" - Second Reading

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Barnes

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**E.5. Ordinance 2022-12 Amending the Bunnell Land Development Code Chapter 22 Site Plan Review and Approval amending minimum standards of construction. - First Reading**

City Attorney Cary read the short title into the record. City Planner Mark Karet presented the item to the Board. The proposed ordinance amends the construction standards adopted in 2014 and makes them more applicable to Bunnell's actual infrastructure.

**Motion:** Approve Ordinance 2022-12 Amending the Bunnell Land Development Code Chapter 22 Site Plan Review and Approval amending minimum standards of construction. - First Reading

**Motion by:** Vice Mayor Rogers

**Second by:** Commissioner Schultz

**Board Discussion:** Vice Mayor Rogers indicated a lot of time was spent developing the new standards to make them specific to Bunnell's needs. These seem to be an improvement on what the City had in the past. Commissioner Barnes questions the standard which required a City inspector to be on sight at all times and whether the City had staff to dedicate to this requirement. He also asked for the document which shows the marked-up changes. Vice

Mayor asked the Commission get the marked up version prior to second reading. Mayor expressed concerns about adopting these standards and making projects currently under way start all over again. Staff responded that projects approved already would continue and not start over. This would apply to those who submit after adoption of the standards. Commissioner Barnes asked if the Planning Board had reviewed these and staff confirmed this matter was already heard and approved by the Planning Board. Commissioner Barnes questioned whether there was an immediate need for these or could they be delayed to review all the changes being proposed. Infrastructure Director Vost stated there is a need for these as the current standards are out of date, not current with some state standards and not the best for Bunnell's current infrastructure. Commissioner Barnes asked if these standards would apply to the streets in Grand Reserve that are being constructed now to be dedicated to the City.

**Public Discussion:** None

**Vote:** Motion carried unanimously

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

**G. Old Business: None**

**H. New Business: None**

**H.1. Request to Appoint Members to the 2022 Charter Review Committee**

City Clerk Bates presented the item to the board; outlining the resolution which created the Committee. She indicated there are 8 applicants for the 5 to 7 positions. Mayor Robinson suggested an alternate be added to allow all applicants to be selected. City Attorney Carey quickly reviewed the resolution establishing the Committee, and indicated as long as the alternate does not vote when the other 7 members are present, he does not believe it is contrary to the resolution.

**Motion:** Accept all of the applicants for a 7-member board and select Ms. Bonita Robinson as the Alternate.

**Motion By:** Commissioner Gordon

**Second By:** Commissioner Barnes

**Board Discussion:** Vice Mayor Rogers said he was concerned; Ms. Robinson had put her hat in the ring to sit on the Board and that she might not like being designated as an alternate. Mayor Robinson pointed out Ms. Robinson sat on the City Commission and her knowledge of the City might be useful. Vice Mayor Rogers asked when exactly she would vote. City Attorney Carey indicated when 1 or more of the other 7 members were not present.

**Public Discussion:** None

**Vote:** Motion carried 4 to 1

**Yea:** Mayor Robinson; Commissioner Gordon; Commissioner Barnes; Commissioner Schultz

**Nay:** Vice Mayor Rogers

**H.2. Request to Award the Bid for Request for Proposal (RFP) 2022-01 Remediation Services for Coquina Hall.**

City Clerk Bates presented the item to the Board indicating only 1 company bid on the project, and the bid was below what has been budgeted. If awarded, the contract will be brought forward at the next Commission meeting.

**Motion:** Award RFP 2022-01 to Hydradry Inc.

**Motion By:** Vice Mayor Rogers

**Second By:** Commissioner Gordon

**Board Discussion:** Commissioner Barnes asked if the building would be maintained after remediation was completed. Staff responded the RFP includes requirements that the contract install or take measures to secure the building from further environmental issues and that the building has been maintained even though it has been closed to use. Mayor Robinson asked if the building would be opened up after remediation was done. Staff responded other issues like the flooring need to be addressed to make the building safe for use.

**Public Discussion:** None

**Vote:** Motion carried unanimously

### **H.3. 2022 Legislative Update**

City Attorney Cary provided an update on the 2022 Legislative Session. Some of the bills discussed concerned prohibitions on elected officials becoming a lobbyist once they leave office, agritourism changes, business damages when a government adopts regulations which could impact the revenue of a business, solar facilities, smoking in parks, legal notices, and special events. Vice Mayor Rogers asked a question about an item he saw in the report concerning carrying insurance on take home vehicles for Police Officers. City Attorney Carrey indicated if the bill gets signed, he will be certain to contact our carrier to make certain, but he felt as if the city were already covered for this.

## **I. Reports:**

- **City Clerk** – None
- **Police Chief** – Spoke to the homicides in south Bunnell. Advised a community meeting was held with representatives in the south Bunnell about ways to improve the police relationship with the public and it has started all sides about thinking of ways to make changes. Chief Brannon also addressed the surveillance cameras in south Bunnell. It is a very old system that has not been invested in to make it useful in investigations. He has reached out to a vendor to work on getting a new system installed and will bring the matter before the Board for emergency approval. Commissioner Barnes asked if this was also the license plate reader cameras and Chief Brannon advised this would be in addition to the license plate reader cameras. Chief Brannon also provided April crime statistics. He commended the officers working in Bunnell. He is very proud of them and commended them for the community interactions they had over the weekend- participating in a street basketball game.
- **City Attorney** – None
- **City Manager** – None
- **Mayor and City Commissioners**
  - **Commissioner Gordon** - Stated she did a ride along with Sergeant Groth on Friday night. She was very impressed with the interactions they had while out in the community. She stated there are streets which are very dark and the City needs to look into getting streetlights installed on them or to talk to FPL about getting better lighting on dark streets.
  - **Commissioner Barnes** – thanked Infrastructure Vost and Utilities for all the hard work that has gone into fixing the reclaim issue in Grand Reserve. He stated there are problems with drivers rolling through stops signs in Grand Reserve and at North Anderson Street, but the Police are patrolling more in these areas, and he appreciates these actions.
  - **Commissioner Schultz** – provided an update on the Auditor Selection Committee. They heard presentations and the firms have been ranked. The matter should be coming before the Board for a decision.
  - **Vice Mayor Rogers** – None
  - **Mayor Robinson** – Reminded all that Wednesday is the Kiwanis Luncheon for Police Officer of the Year where Interim Chief Snead is being honored. The Flagler County Sheriff Office Candle Light vigil was very moving. She attended

the National Day of Prayer event hosted by Vice Mayor and his church at the Carver Gym; it was very nice and done very well. She attended her Northeast Florida Regional Council meeting and affordable housing was again discussed; it is a need for the entire region not just Flagler County.

**J. Call for Adjournment.**

**Motion:** Adjourn

**Motion by:** Commissioner Gordon

**Seconded by:** Commissioner Schultz

**Vote:** Motion carried unanimously

\_\_\_\_\_  
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: 4/28/2022 Amount:  
Department: Community Development Account #:  
Subject: Request to appoint Nealon Joseph to fill a vacated Planning, Zoning and Appeals Board Regular Board Member seat for the remainder of the term.  
Agenda Section: Consent Agenda:  
Goal/Priority: Organizational Excellence

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

This is a request to fill the Regular Member Seat vacated by Jerry Jones.

#### **Background:**

Jerry Jones resigned from the Planning, Zoning and Appeals Board in February 2022, leaving an open seat on the regular membership of this Board. This term expires in June 2023.

The current alternate, Nealon Joseph, has requested to be appointed to this vacated seat. Mr. Joseph was initially appointed to serve as the alternate in September 2020. He continues to meet the residency requirements to serve on this Board.

#### **Staff Recommendation:**

Approve Nealon Joseph to serve as a regular PZA Board Member for the remainder of the vacated term until June 2023.

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

Commission discretion.

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

#### **City Manager Review/Recommendation:**



## City of Bunnell, Florida

### Agenda Item No. C.4.

Document Date: 5/5/2022  
Amount: \$840 per month (including rent and trash)  
Department: City Manager  
Account #:  
Subject: Request approval to renew the lease at 604 East Moody Blvd. Unit 4  
Agenda Section: Consent Agenda:

#### **ATTACHMENTS:**

Description	Type
Proposed Lease	Contract

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

This is a request to renew the lease for the Customer Service office at 604 East Moody Blvd. Unit 4. The current lease expires in July.

#### **Background:**

Until the new City Administration Complex is built, the City needs to continue operations at this rental space.

#### **Staff Recommendation:**

Approve the renewal of the lease for 604 East Moody Blvd. Unit 4 and authorize the City Manager to sign future renewals for rental spaces as needed.

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

Approved as to form and legality.

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

Approve

#### **City Manager Review/Recommendation:**

LEASE EXTENSION AGREEMENT

The undersigned by this Addendum to that certain Lease Agreement between Parties with TRAILCO GROUP, INC., as LANDLORD and CITY of BUNNELL, as TENANT, which expires on July 31, 2022, for property located at 604-4 do agree as follows:

1. The new term of Lease is from August 1, 2022 to February 28, 2023.
2. The monthly base rental during the extension term is \$800.00 per month.
3. In addition to base rent, the TENANT shall be responsible for trash pickup in the amount of \$40.00. If trash pickup expenses increase, TENANT shall be responsible for its share of the increase.

All remaining terms and conditions of the existing Lease Agreement remain unchanged except as may be affected by these amendments, and such terms and conditions are confirmed, ratified and re-stated. In the event of a conflict between the Lease and this Addendum, the Addendum shall prevail.

Trailco Group, Inc.  
By: Andrew Gasper  
Its Andrew Gasper  
LANDLORD

5/4/2022  
Date

City Of Bunnell  
By: \_\_\_\_\_  
Its  
Tenant Catherine D. Robinson, Mayor

5/23/2022  
Date

ATTEST:

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

Date signed by CITY: 5/23/2022

Approved as to form and sufficiency

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



## City of Bunnell, Florida

### Agenda Item No. C.5.

Document Date: 5/4/2022 Amount: \$1,027,677.18  
Department: City Manager Account #:  
Subject: Request Approval of the Business Incentive Development Agreement for Project Christmas.  
Agenda Section: Consent Agenda:  
Goal/Priority: Increase Economic Base

#### **ATTACHMENTS:**

Description	Type
Project Christmas Development Agreement	Cover Memo

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

The City of Bunnell adopted Resolution 2019-23, consistent with Section 166.021(8), Florida Statutes to implement 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.

#### **Background:**

Project Christmas application requesting a Business Incentive Grant for New Business was approved March 28, 2022 in the Amount of \$1,027,677.18. The applicant will build a 100,000 Sq. Ft. on CR 15. The estimated capital investment is \$51,012,500.00. The applicant scored 17 points under the New Business Category. This category is eligible 75% of four years incentive for ad valorem tax and 50% of Four years tangible business property tax.

#### **Staff Recommendation:**

Staff recommends approval of this Business Incentive Development Agreement.

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

Approved as to form and legality.

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



**City Manager Review/Recommendation:**

**ECONOMIC DEVELOPMENT GRANT AGREEMENT  
(Project Christmas)**

This **ECONOMIC DEVELOPMENT GRANT AGREEMENT** ("Agreement") is entered into between the **CITY OF BUNNELL, FLORIDA**, a Florida municipal corporation, located at 604 E. Moody Blvd., Bunnell, FL 32110, and, [REDACTED] place of business is Bunnell, Florida ("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 constructing a new building with approximately 100,000 square feet on property located at 487 CR 15, within the City of Bunnell city limits; and

**WHEREAS**, Grant Recipient anticipates its proposed project will create 123 new jobs at an average wage of \$67,000; 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 March 28, 2022; 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 December 1, 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 1st day of May 2022 until the 30th day of April 2029 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 25 new full-time equivalent jobs in the City of Bunnell in 2022, 98 new jobs subsequently. 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 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 \$67,000 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.**

---

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

- |     |      |     |      |
|-----|------|-----|------|
| (1) | 2023 | (5) | 2027 |
| (2) | 2024 | (6) | 2028 |
| (3) | 2025 | (7) | 2029 |
| (4) | 2026 |     |      |

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 intends to submit an application to the Florida Department of Health's Office of Medical Marijuana Use for a medical marijuana treatment center license (the "License"). Grant Recipient acknowledges that obtaining the License as well as any City of Bunnell authorizations is a condition precedent to receiving any Economic Development Grant Payment. Failure to maintain the License 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.**

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 \$146,811.03. 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 \$48,978 Real Estate PID1112290000010310000/\$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 \$1,027,677.18. 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 604-6 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:



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.

Tyler Averdick

[Redacted Signature]

Signature of Witness #1  
Print Name: Tyler Rolke

By: \_\_\_\_\_  
Print Name: Tyler Averdick  
Title: CEO  
Date: 5/3/22

Signature of Witness #2  
Print Name: Jordan King

STATE OF Florida  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_ on line notarization this 3 day of MAY 2020, by Tyler Averdick, who is the President of GCC Endeavors LLC and personally known to me or who has produced \_\_\_ DLIVER license as identification and who \_\_\_ did not ( \_\_\_ did) take an oath.

(NOTARY SEAL)



ATTEST:

KRISTEN BATES

Signature of Notary  
GREGORY ULMER  
Print or type name

CITY OF BUNNELL

CATHERINE D. ROBINSON, Mayor

City Clerk

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

Approved as to Form and Legality:

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

EXHIBIT A APPLICATION  
[to be attached]



**APPLICATION**  
**Business Incentive Program**

**1. BUSINESS INFORMATION**

- A. Legal name of the Applicant: **Project Christmas** (subject to Fla. Statutes 280.015 confidentiality of Records.)
- B. Name of Ultimate Parent Company (if applicable):  
City State/Province Country
- C. List each Principal Executive Officer, director (or any person who performs a similar function regardless of title) of the Applicant and the Ultimate Parent Company (if applicable), and any person or entity that Controls the Applicant. Attach additional sheets if necessary.

<u>Name</u>	<u>Title or Position</u> <sup>1</sup>	<u>Percent of Ownership</u>
[REDACTED]	<u>President</u>	<u>100</u>
[REDACTED]	<u>CEO</u>	

D. Applicant's Federal Employer Identification Number: 47-1334141  
(Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.)

E. Applicant's Florida Sales Tax Registration Number (if applicable):

F. Total number of new jobs and/or saved jobs (on a Full-Time Equivalent Job Basis).

123

G. NEW BUSINESS ONLY: Is the Applicant an existing resident of Bunnell?

No



**2. PROJECT OVERVIEW**

A. Which of the following best describes the Applicant:

New business to Bunnell

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other locations in connection with this Project (on a Full-Time Equivalent Job Basis)?

Little to no transfers from outside of the area. The project will mainly consist of new hires

C. Please describe the Project, including the specific business activity(ies) of the Project:

[REDACTED]

D. What is the anticipated commencement date of the Project?

July 2022.

E. Break down of the Project's primary business activity(ies) and the corresponding wages:

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage (\$)
[REDACTED]	115112	65%	\$67000
[REDACTED]		20%	\$67000
[REDACTED]		15%	\$67000

F. Please provide the address of the proposed permanent location of the Project:

487 County Road 15

Bunnell, Florida 32110

G. Will the Project be located in a current underutilized business zone or CRA.

Unclear if the property is in an underutilized business zone or CRA

H. Which of the following best describes the location of the Project:

National headquarters

I. Please provide an estimate of the percentage of goods or services from this Project that will be sold or delivered to customers outside the City of Bunnell:

100%

Revised 11/19 Page 2 of 6



### **3. JOB AND WAGE OVERVIEW**

A. How many new Full-Time Equivalent (FTE) Jobs are projected to be created as part of this project?

123

B. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Bunnell jobs created as part of this Project?<sup>2</sup>\$

\$67,000

C. What is the projected annualized average cost to the Applicant of benefits for each new Full-Time Equivalent created as part of this Project? \$ 10,050

D. Please indicate the benefits that are included in the above calculation (*e.g.*, health insurance, 401(k) contributions, paid vacation and sick leave, etc.)? Health Insurance, Sick Leave, Paid Vacations, 401k Contributions

### **4. CAPITAL INVESTMENT OVERVIEW**

A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.):

\$51,012,500

B. Identify whether the Project be located in a/an:

Newly constructed building(s) on previously acquired land

C. List the projected capital investment to be made in Bunnell in connection with this Project (by type and year):

Calendar Year :	2022	2023	2024	2025		Total
Land or Building Purchase	\$ 1,000,000	\$	\$	\$	\$	\$1,000,000
Construction / Renovations	\$	\$ 15,896,250	\$ 7,095,000	\$ 12,416,250	\$	\$35,407,500
Manufacturing Equipment	\$	\$ 3,940,000	\$ 9,540,000	\$	\$	\$13,480,000
R&D Equipment	\$	\$	\$	\$	\$	\$
Other Equipment (computer equipment, office furniture, etc.)	\$	\$ 437,500	\$ 687,500	\$	\$	\$1,125,000
Total Capital Investment	\$ 1,000,000	\$ 20,273,750	\$ 8,736,500	\$ 12,416,250	\$	\$51,012,500

D. What is the estimated square footage of the new or expanded facility?

100,000 SF

<sup>2</sup>All cash payments to the employees (other than reimbursements of business expenses) should be included.  
Revised 11/19 Page 3 of 6



**6. DISCLOSURE**

A. In the past 10 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign or military court to any Felony or Misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

No.

B. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the

subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

No.

C. In the past 5 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

No.

Revised 11/19 Page 4 of 6



#### **7. CONFIDENTIALITY**

In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that the City of Bunnell maintain the confidentiality of all information regarding this project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.

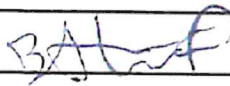

Please indicate whether the Applicant is requesting confidential treatment of this project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)

Yes



**8. SIGNATURES**

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she has read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, is complete and accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

Signature		Date	2/16/22
Name	Bob Atack		
Title	CEO		
Company			

Revised 11/19 Page 5 of 6



APPENDIX 1

EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

**APPLICANT** – The entity(ies) that will satisfy all job creation and capital investment requirements under the incentive agreement with the Department and which are applying on or amending this Application.

**BROWNFIELD AREA ELIGIBLE FOR BONUS REFUNDS** – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

**CONTROL** – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company

**ENTERPRISE ZONE** – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

**FELONY** – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also

includes a general court martial.

**FOUND** – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

**FULL-TIME EQUIVALENT JOB** – One employee or two or more employees (without duplication) who perform at least 35 hours of paid work per week.

**JOBS** – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

**MISDEMEANOR** – For jurisdictions that do not differentiate between a felony and a misdemeanor, a misdemeanor is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than \$1,000. The term also includes a special court martial.

**NAICS** – Those classifications contained in the North American Industry Classification System, as published in 2007 by the Office of Management and Budget, Executive Office of the President, and updated from time to time.

**ORDER** – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

**PRINCIPAL EXECUTIVE OFFICER** – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

**PROJECT** – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.



Exhibit B  
New Job Phasing Schedule

25 new jobs-2022

98 new jobs-2023

EXHIBIT C

ESTIMATE OF ECONOMIC DEVELOPMENT  
GRANT CALCULATION  
Project Christmas

Calculations based on City

Category: New Business

POINTS AWARDED

Target Industry: Agricultural Manufacturing	2
Capital Investment: \$51,012,500.00	4
Facility Size: 100000 SqFt	3
Job Creation: 123	4
Wages: Average wage \$67,000	4
CRA	0
City Resident:	0
Proximity to Utilities:	0
<b>Total Points</b>	<b>17</b>

The applicant scored 17 points under the New Industry Category. Therefore, this project is eligible 75% of four years incentive and 50% tangible personal property tax incentive. for expedited permitting and four (4) years Ad Valorem tax (City general fund)

Total Value of Capital Improvements	\$36,407,500.00
Multiplied by City Millage rate	0.00743
Annual Ad Valorem Tax (general city portion)	\$270,507.73
75% Annual Ad Valorem Tax (gen. city portion)	0.75
Total Estimated Rebate Per Year	\$202,880.79
Multiplied by # Eligible Years	4
Ad Valorem Tax (general city portion) Estimate =	\$811,523.18

Total Estimated Value of New Tangible Assets	\$14,605,000.00
Multiplied by City Millage rate	0.0074
Annual new tangible business personal property tax (general city portion)	\$108,077.00
50% Annual new tangible business personal property tax (gen. city portion)	0.5
Total Estimated Rebate Per Year	54038.5
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general city portion)	\$216,154.00

REBATE SCHEDULE & PAYOUT:

Total Maximum Possible Incentive:	\$1,027,677.18
Rebate will consist of <u>7 annual</u> installments of:	\$146,811.03

Select Year: 2018

# The 2018 Florida Statutes

[Title XIX](#)

[Chapter 288](#)

[View Entire Chapter](#)

## PUBLIC BUSINESS COMMERCIAL DEVELOPMENT AND CAPITAL IMPROVEMENTS

### 288.075 Confidentiality of records.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Economic development agency” means:

1. The Department of Economic Opportunity;
2. Any industrial development authority created in accordance with part III of chapter 159 or by special law;
3. Space Florida created in part II of chapter 331;
4. The public economic development agency of a county or municipality or, if the county or municipality does not have a public economic development agency, the county or municipal officers or employees assigned the duty to promote the general business interests or industrial interests of that county or municipality or the responsibilities related thereto;
5. Any research and development authority created in accordance with part V of chapter 159; or
6. Any private agency, person, partnership, corporation, or business entity when authorized by the state, a municipality, or a county to promote the general business interests or industrial interests of the state or that municipality or county.

(b) “Proprietary confidential business information” means information that is owned or controlled by the corporation, partnership, or person requesting confidentiality under this section; that is intended to be and is treated by the corporation, partnership, or person as private in that the disclosure of the information would cause harm to the business operations of the corporation, partnership, or person; that has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or a private agreement providing that the information may be released to the public; and that is information concerning:

1. Business plans.
2. Internal auditing controls and reports of internal auditors.
3. Reports of external auditors for privately held companies.

(c) “Trade secret” has the same meaning as in s. 688.002.

(2) PLANS, INTENTIONS, AND INTERESTS.—

(a)1. If a private corporation, partnership, or person requests in writing before an economic incentive agreement is signed that an economic development agency maintain the confidentiality of information concerning plans, intentions, or interests of such private corporation, partnership, or person to locate, relocate, or expand any of its business activities in this state, the information is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for 12 months after the date an economic development agency receives a request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

2. An economic development agency may extend the period of confidentiality specified in subparagraph 1. for up to an additional 12 months upon written request from the private corporation, partnership, or person who originally requested confidentiality under this section and upon a finding by the economic development agency that such private corporation, partnership, or person is still actively considering locating, relocating, or expanding its business activities in this state. Such a request for an extension in the period of confidentiality must be received prior to the expiration of any confidentiality originally provided under subparagraph 1.

If a final project order for a signed economic development agreement is issued, then the information will remain confidential and exempt for 180 days after the final project order is issued, until a date specified in the final project order, or until the information is otherwise disclosed, whichever occurs first. However, such period of confidentiality may not extend beyond the period of confidentiality established in subparagraph 1. or subparagraph 2.

(b) A public officer or employee may not enter into a binding agreement with any corporation, partnership, or person who has requested confidentiality of information under this subsection until 90 days after the information is made public unless:

1. The public officer or employee is acting in an official capacity;
2. The agreement does not accrue to the personal benefit of such public officer or employee; and
3. In the professional judgment of the officer or employee, the agreement is necessary to effectuate an economic development project.

(3) **TRADE SECRETS.**—Trade secrets held by an economic development agency are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(4) **PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION.**—Proprietary confidential business information held by an economic development agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, until such information is otherwise publicly available or is no longer treated by the proprietor as proprietary confidential business information.

(5) **IDENTIFICATION, ACCOUNT, AND REGISTRATION NUMBERS.**—A federal employer identification number, reemployment assistance account number, or Florida sales tax registration number held by an economic development agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(6) **ECONOMIC INCENTIVE PROGRAMS.**—

(a) The following information held by an economic development agency pursuant to the administration of an economic incentive program for qualified businesses is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution for a period not to exceed the duration of the incentive agreement, including an agreement authorizing a tax refund or tax credit, or upon termination of the incentive agreement:

1. The percentage of the business's sales occurring outside this state and, for businesses applying under s. 288.1045, the percentage of the business's gross receipts derived from Department of Defense contracts during the 5 years immediately preceding the date the business's application is submitted.
2. An individual employee's personal identifying information that is held as evidence of the achievement or nonachievement of the wage requirements of the tax refund, tax credit, or incentive agreement programs or of the job creation requirements of such programs.
3. The amount of:
  - a. Taxes on sales, use, and other transactions paid pursuant to chapter 212;
  - b. Corporate income taxes paid pursuant to chapter 220;
  - c. Intangible personal property taxes paid pursuant to chapter 199;
  - d. Insurance premium taxes paid pursuant to chapter 624;
  - e. Excise taxes paid on documents pursuant to chapter 201;
  - f. Ad valorem taxes paid, as defined in s. 220.03(1); or
  - g. State communications services taxes paid pursuant to chapter 202.

However, an economic development agency may disclose in the annual incentives report required under s. 288.907 the aggregate amount of each tax identified in this subparagraph and paid by all businesses participating in each economic incentive program.

(b)1. The following information held by an economic development agency relating to a specific business participating in an economic incentive program is no longer confidential or exempt 180 days after a final project order for an economic incentive agreement is issued, until a date specified in the final project order, or if the information is otherwise disclosed, whichever occurs first:

- a. The name of the qualified business.

- b. The total number of jobs the business committed to create or retain.
  - c. The total number of jobs created or retained by the business.
  - d. Notwithstanding s. 213.053(2), the amount of tax refunds, tax credits, or incentives awarded to, claimed by, or, if applicable, refunded to the state by the business.
  - e. The anticipated total annual wages of employees the business committed to hire or retain.
2. For a business applying for certification under s. 288.1045 which is based on obtaining a new Department of Defense contract, the total number of jobs expected and the amount of tax refunds claimed may not be released until the new Department of Defense contract is awarded.

(7) PENALTIES.—Any person who is an employee of an economic development agency who violates the provisions of this section commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—s. 1, ch. 77-75; s. 1, ch. 79-395; s. 3, ch. 83-47; s. 1, ch. 86-152; s. 1, ch. 86-180; s. 1, ch. 86-218; s. 1, ch. 89-217; s. 104, ch. 90-360; s. 245, ch. 91-224; s. 220, ch. 95-148; s. 1, ch. 95-378; s. 1, ch. 96-353; s. 135, ch. 96-406; s. 14, ch. 99-256; s. 1, ch. 2001-161; s. 5, ch. 2002-183; s. 27, ch. 2003-286; s. 55, ch. 2006-60; s. 1, ch. 2006-157; s. 1, ch. 2007-203; s. 23, ch. 2011-76; s. 148, ch. 2011-142; s. 1, ch. 2012-28; s. 55, ch. 2012-30.

Copyright © 1995-2022 The Florida Legislature • [Privacy Statement](#) • [Contact Us](#)



**qPublic.net**™ Flagler County, FL Property Appraisers Office

**Owner Information**

**Primary Owner**  
Deen Properties LLC  
 4715 W Fairview Hts  
 Tampa, FL 33616

**Parcel Summary**

Parcel ID 11-12-29-0000-01031-0000  
 Prop ID 6238  
 Location 445 COUNTY RD 15  
 Address BUNNELL, FL 32110  
 Brief Tax 0040.00 ACRES S1/2 OF S1/2 OF NW1/4 REMAINDERMAN DELORES REGINA, DEEN EURA AND WILLIAM W DEEN JR OR BOOK 202 PG 180 OR 1085 PG  
 Description\* 1819-DC OR 1185 PG 1258 ANNEX ORD 2007-30, 1592/902 & 2008-20, 1656/364  
 (Note: \*The Description above is not to be used on legal documents.)  
 Property Use Code IMPROVED AG (005001)  
 Tax District BUNNELL AREA WITH NO MOSQUITO CONTROL (District 13)  
 Millage Rate 22.0306  
 Homestead N  
 Feet (GIS) 1,667,658.315

[View Map](#)

**Valuation**

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$14,124	\$14,124	\$14,124	\$14,522
Land Value	\$24,690	\$24,690	\$24,690	\$24,690
Land Agricultural Value	\$10,164	\$10,163	\$10,163	\$10,163
Agricultural (Market) Value	\$117,780	\$117,780	\$118,150	\$108,150
Just (Market) Value	\$156,594	\$156,594	\$156,964	\$147,362
Assessed Value	\$48,978	\$48,977	\$48,977	\$49,375
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$48,978	\$48,977	\$48,977	\$49,375
Protected Value	\$0	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

**Historical Assessment**

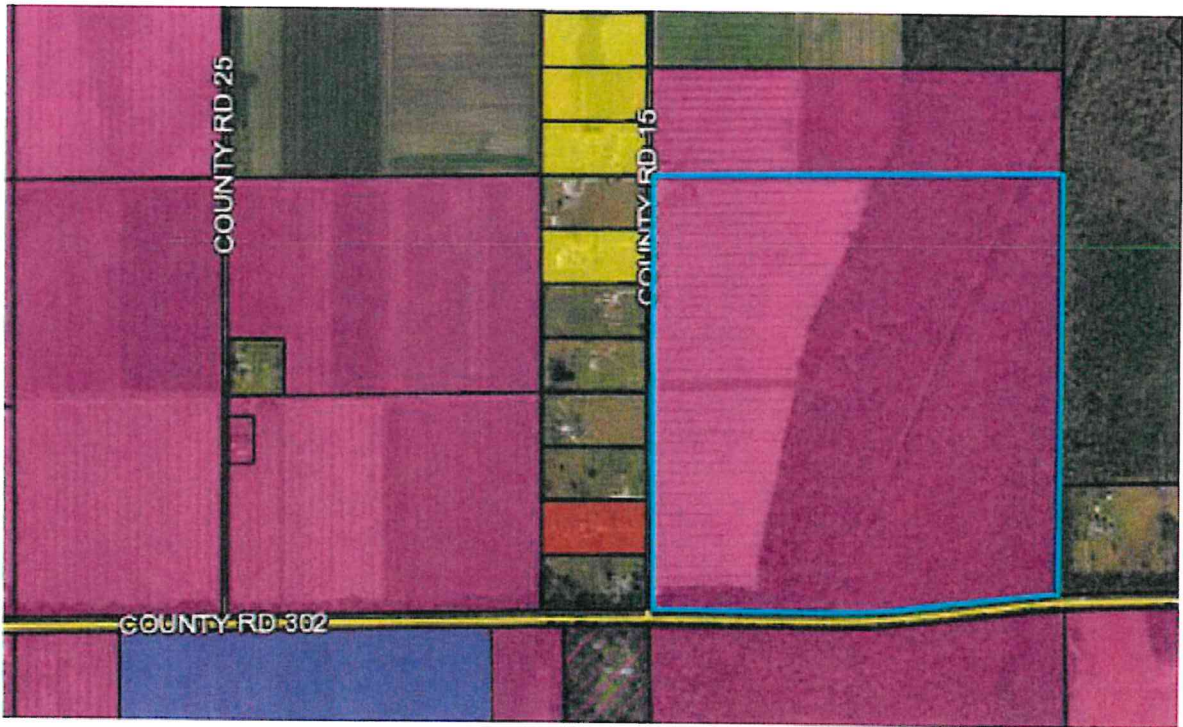
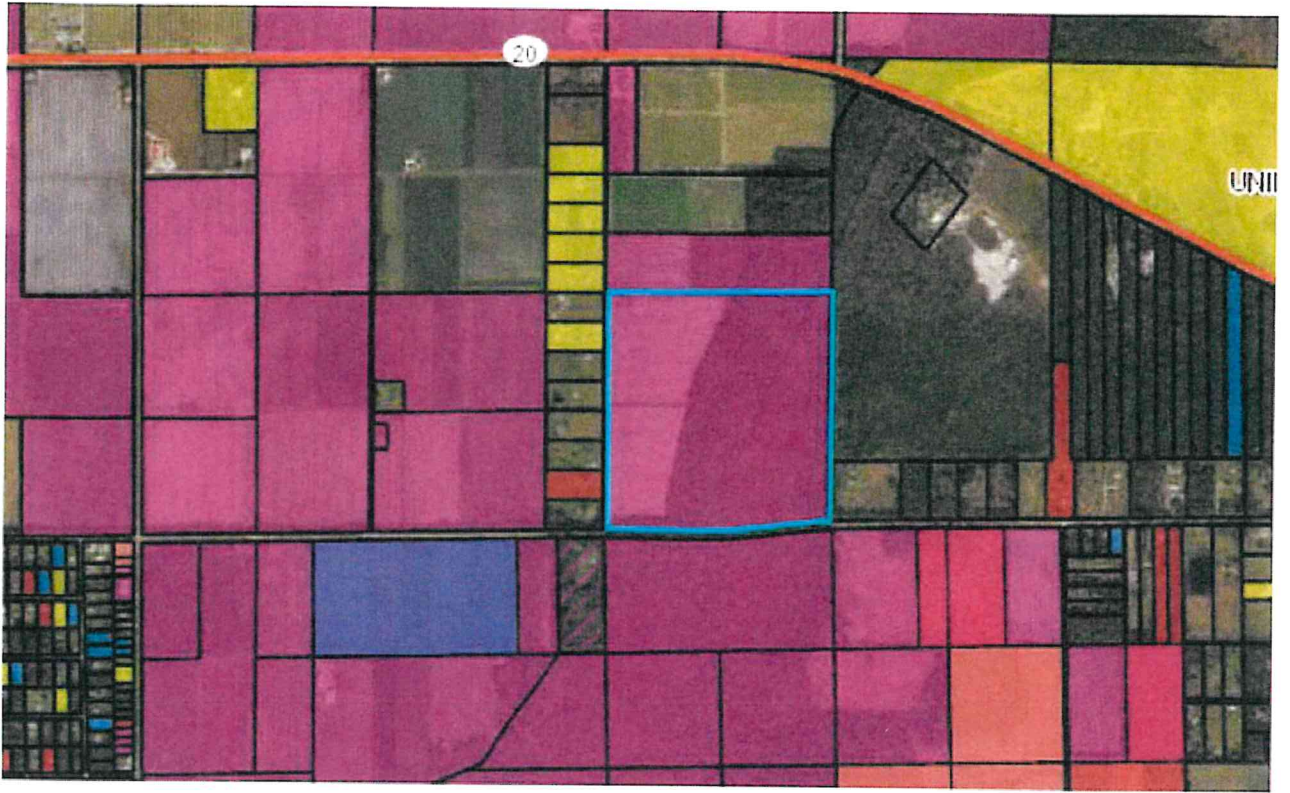
Year	Building Value	Extra Features Value	Land Value	Agricultural Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2020	\$0	\$14,124	\$24,690	\$10,163	\$156,594	\$48,977	\$0	\$48,977	\$0
2019	\$0	\$14,124	\$24,690	\$10,163	\$156,964	\$48,977	\$0	\$48,977	\$0
2018	\$0	\$14,522	\$24,690	\$10,163	\$147,362	\$49,375	\$0	\$49,375	\$0
2017	\$0	\$12,534	\$24,690	\$10,163	\$147,875	\$47,387	\$0	\$47,387	\$0
2016	\$0	\$13,130	\$0	\$14,930	\$203,130	\$28,060	\$0	\$28,060	\$0
2015	\$0	\$13,528	\$0	\$14,930	\$138,529	\$28,458	\$0	\$28,458	\$0
2014	\$0	\$14,124	\$0	\$14,930	\$144,124	\$29,054	\$0	\$29,054	\$0
2013	\$0	\$14,722	\$0	\$14,930	\$139,723	\$29,652	\$0	\$29,652	\$0
2012	\$0	\$15,120	\$0	\$14,930	\$140,121	\$30,050	\$0	\$30,050	\$0
2011	\$0	\$15,518	\$0	\$14,930	\$160,519	\$30,448	\$0	\$30,448	\$0
2010	\$3,010	\$15,916	\$0	\$0	\$33,856	\$0	\$0	\$0	\$33,856
2009	\$3,010	\$16,512	\$0	\$0	\$34,452	\$0	\$0	\$0	\$34,452

**TRIM Notice**

[2021 TRIM Notice \(PDF\)](#)

**Extra Features**

Code	Description	Area	Effective Year Built
001720	FARM SILO	9.947	2000





## City of Bunnell, Florida

### Agenda Item No. C.6.

Document Date: 5/5/2022 Amount:  
Department: Infrastructure Account #:  
Subject: Request approval to renew and amend the agreement with Alliant Engineering, Inc. for Continuing Engineering Services for an additional year  
Agenda Section: Consent Agenda:  
Goal/Priority: Infrastructure

#### ATTACHMENTS:

Description	Type
Renewal Agreement No 2	Contract
Renewal Agreement No 1	Contract
Continuing Services Contract	Contract

#### Summary/Highlights:

Staff is seeking approval to renew and amend the agreement with Alliant Engineering, Inc. (Alliant) for continuing utility engineering services for an additional one (1) year period.

#### Background:

Request for Qualifications number RFQ-01-0-2018 for Professional Utility Engineering Services was issued 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 an effective date of June 11, 2018, and term of three (3) years with the option to renew annually for two (2) additional years.

It is industry standard to increase billing rates on an annual basis to maintain pace with the cost of living. Alliant maintained their initial rate structure for the first term of three (3) years of the Utility Engineering Services Agreement. The first renewal was approved May 24, 2021, with an updated rate structure. This is a request to renew for the second and final of the two additional one-year periods and amend the current rate structure.

**Staff Recommendation:**

Approval to amend the rate structure and renew the agreement with Alliant Engineering, Inc. for Continuing Engineering Services for an additional year.

**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF INDEPENDENT CONTRACTOR’S AGREEMENT**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 11th day of June 2022, 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 the final additional one (1) year 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. **Renewal.** The 2018 Agreement is hereby renewed and extended for the final additional one (1) year term, through June 10, 2023.
3. **Amendment.** The 2018 Agreement is hereby amended to include the following provisions:
  - a. Exhibit E – Schedule of Rates is amended to include the new rates indicated in the March 3, 2022, memo from Marcus DePasquale, PE, to Dustin Vost, entitled *Alliant Continuing Engineering Services Agreement, Update to Exhibit E – Schedule of Rates*.

This memo is hereby incorporated by reference, and new rates shall replace the rates from Exhibit E in the 2018 Agreement.

- b. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- 4. 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 Renewal Agreement on the day and date first written above.

Kat Liguori  
 Witness  
 Print Name: Katherine LIGUORI

Marcus DePasquale  
 Witness  
 Print Name: MARCUS DEPASQUALE

**Contractor: Alliant Engineering, Inc.**

[Signature]  
 Signature  
 Print Name: QUINT WIMPÉE

Title: Principal / VP SE REGION

Date Signed by Contractor: 5/4/2022

**CITY OF BUNNELL**

Catherine D. Robinson, Mayor

Date: May 9, 2022

**Approved as to Legal Form**

Vose Law Firm, City Attorney

**SEAL:**

**ATTEST:**

Kristen Bates, City Clerk



# ALLIANT

March 03, 2022

Dustin Vost, Infrastructure Director  
City of Bunnell  
201 W. Moody Blvd.  
Bunnell, FL 32110

**RE: Alliant Continuing Engineering Services Agreement  
Update to Exhibit E – Schedule of Rates 2022**

Dear Mr. Vost,

As per our recent conversation, Alliant Engineering has updated their Schedule of Rates. Could you kindly update Exhibit E within our ongoing Continuing Engineering Services Agreement per the table below?

## EXHIBIT E SCHEDULE OF RATES

Billing Class	Rate
Principal in Charge	\$ 250.00/hour
Senior Project Manager	\$ 195.00/hour
Senior Design Engineer	\$ 165.00/hour
Design Engineer	\$ 140.00/hour
Senior Technician	\$ 95.00/hour
EIT	\$ 100.00/hour
Technician	\$ 95.00/hour
Administrative	\$ 65.00/hour

Should you have any questions or concerns, please contact me anytime at 904-683-8352, or by email at [mdepasquale@alliant-inc.com](mailto:mdepasquale@alliant-inc.com).

Sincerely,  
**Alliant Engineering, Inc.**

Marcus DePasquale, PE  
Professional Engineer

cc: Mary Anne Atwood, Project Manager  
Curt Wimpée, PE – Alliant Engineering

\\alliant-fs4\files\pursuits\city of bunnell\city of bunnell continuing services 2018\documents\continuing engineering services - exhibit e - 050322.docx

**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF INDEPENDENT CONTRACTOR’S AGREEMENT**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 11th day of June, 2021, 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; 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. **Renewal.** The 2018 Agreement is hereby renewed and extended for an additional one (1) year term, through June 10, 2022.
3. **Amendment.** The 2018 Agreement is hereby amended to include the following provisions:
  - a. Exhibit E – Schedule of Rates is amended to include the new rates indicated in the April 26, 2021, memo from Marcus DePasquale, PE, to Dustin Vost, entitled *Alliant Continuing Engineering Services Agreement, Update to Exhibit E – Schedule of Rates*. This memo is hereby incorporated by reference, and new rates shall replace the rates from Exhibit E in the 2018 Agreement.



- b. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
4. 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 Renewal Agreement on the day and date first written above.

*Marcus DePasquale*  
 Witness  
 Print Name: MARCUS DEPASQUALE

*Katherine Liguori*  
 Witness  
 Print Name: Katherine Liguori

Contractor: Alliant Engineering, Inc.

*Curt Wimpie*  
 Signature  
 Print Name: CURT WIMPIE, P.E.  
 Title: PRINCIPAL  
 Date Signed by Contractor: 5-6-21

CITY OF BUNNELL

*Catherine D. Robinson*  
 Catherine D. Robinson, Mayor  
 Date: May 24, 2021

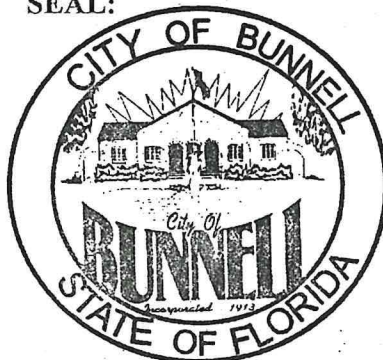
Approved as to Legal Form

*[Signature]*  
 Vose Law Firm, City Attorney

ATTEST:

*Kristen Bates*  
 Kristen Bates, City Clerk

SEAL:





# ALLIANT

April 26, 2021

Dustin Vost, Infrastructure Director  
City of Bunnell  
201 W. Moody Blvd.  
Bunnell, FL 32110

**RE: Alliant Continuing Engineering Services Agreement  
Update to Exhibit E – Schedule of Rates**

Dear Mr. Vost,

As per our recent conversation, Alliant Engineering has updated their Schedule of Rates. Could you kindly update Exhibit E within our ongoing Continuing Engineering Services Agreement per the table below?

## EXHIBIT E SCHEDULE OF RATES

<b>Billing Class</b>	<b>Rate</b>
Principal in Charge	\$ 200.00/hour
Senior Project Manager	\$ 170.00/hour
Senior Design Engineer	\$ 165.00/hour
Design Engineer	\$ 135.00/hour
Senior Technician	\$ 95.00/hour
EIT	\$ 85.00/hour
Technician	\$ 75.00/hour
Administrative	\$ 50.00/hour

Should you have any questions or concerns, please contact me anytime at 904-683-8352, or by email at [mdepasquale@alliant-inc.com](mailto:mdepasquale@alliant-inc.com).

Sincerely,  
**Alliant Engineering, Inc.**

Marcus DePasquale, PE  
Professional Engineer

cc: Mary Anne Atwood, Project Manager  
Curt Wimpée, PE – Alliant Engineering

v:\jacksonville office\projects\2019\190124\documents\proposal\continuing engineering services - exhibit e - 042621.docx

**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:

## Table of contents

Section 1: Definitions.....	3
Section 2: Captions.....	4
Section 3: Extent of contract/ integration / amendment.....	4
Section 4: No general City obligation.....	4
Section 5: Contractor understanding of services required.....	5
Section 6: General provisions.....	5
Section 7: Codes and design standards.....	6
Section 8: Subcontractors.....	6
Section 9: Assignability.....	7
Section 10: Commencement/implementation schedule of contract.....	7
Section 11: Length of contract.....	7
Section 12: Description of services.....	8
Section 13: Contractor responsibilities.....	8
Section 14: City rights and responsibilities.....	9
Section 15: Waiver.....	10
Section 16: Force majeure.....	10
Section 17: Standards of conduct.....	11
Section 18: Notices.....	12
Section 19: Designated representatives.....	13
Section 20: Work orders.....	14
Section 21: Change orders.....	15
Section 22: Compensation.....	15
Section 23: Invoice process.....	16
Section 24: Termination of contract.....	17
Section 25: Termination by contractor for cause.....	17
Section 26: Termination by the City without cause.....	18
Section 27: Payment in the event of termination.....	18
Section 28: Action following termination.....	18
Section 29: Suspension.....	18
Section 30: Alternative dispute resolution (adr).....	19
Section 31: Severability.....	19
Section 32: Controlling laws/venue/interpretation.....	19
Section 33: Indemnity.....	20
Section 34: Insurance.....	20
Section 35: Equal opportunity employment/non-discrimination.....	22
Section 36: Access to records/audit/public records.....	22
Section 37: Counterparts.....	23
Section 38: Submittals.....	23
Section 39: Exhibits.....	24

## **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>	
<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>													

**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	<b>AUTOMOBILE LIABILITY</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 #:

Vendor Name:	Date:
Address:	Bid #:
City, State & Zip:	Project:
	Council Approval Date:

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.

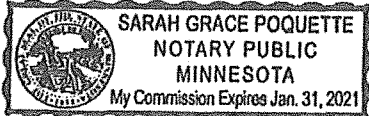
CONTRACTOR: Alliant Engineering, Inc.  
Signature: C. Wicklund  
Printed Name: Clark Wicklund  
Title: Vice President  
Date: 4/23/18

Affix Corporate Seal

STATE OF \_\_\_\_\_ )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> of April day of 2018, by Clark Wicklund of \_\_\_\_\_ (firm), on behalf of the firm. He/She is personally known to me or has produced \_\_\_\_\_ identification.

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 F11000001096.

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*



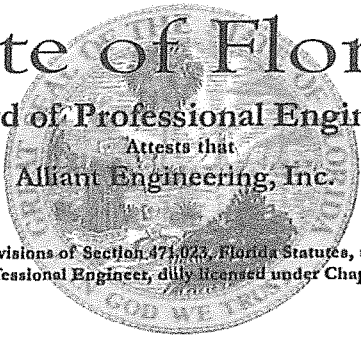

*Ken Rejzner*  
*Secretary of State*

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>

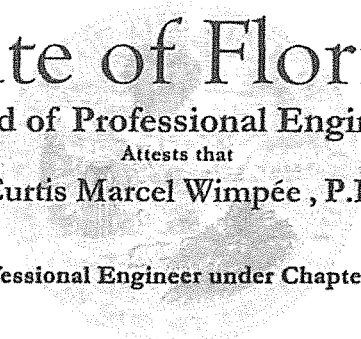

**State of Florida**  
**Board of Professional Engineers**  
 Attests that  
**Alliant Engineering, Inc.**

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

is a licensed

**Professional Engineer**

**Professional Engineer**

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

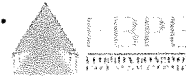
License Number	Effective Date	Expiration Date
40922	01/10/2017	06/30/2018

# 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.7.

Document Date: 5/5/2022 Amount:  
Department: Infrastructure Account #:  
Subject: Request approval to amend and renew the agreement with Mead & Hunt, Inc.  
for Continuing Engineering Services for an additional year  
Agenda Section: Consent Agenda:  
Goal/Priority: Infrastructure

#### ATTACHMENTS:

Description	Type
Renewal Agreement No 2	Contract
Renewal Agreement No 1	Contract
Continuing Services Contract	Contract

#### Summary/Highlights:

Staff is seeking approval to renew and amend the agreement with Mead & Hunt for continuing utility engineering services for an additional one (1) year period.

#### Background:

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

The contract with Mead & Hunt, Inc. was approved for a term of three (3) years with the option to renew annually for two (2) additional years. This is a request to renew for the second of the two additional years.

It is industry standard to increase billing rates on an annual basis to maintain pace with the cost of living. Mead & Hunt maintained their initial rate structure for the first term of three (3) years of the Utility Engineering Services Agreement, dated July 23, 2018. The first renewal was approved on August 9, 2021, with an updated rate structure. This is a request to renew for the second and final of the two additional one-year periods and amend the current rate structure.

#### Staff Recommendation:

Approval to amend the rate structure and renew the agreement with Mead & Hunt, Inc. for Continuing Engineering Services for an additional year.

**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF INDEPENDENT CONTRACTOR’S AGREEMENT**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 23rd day of July 2022, by and between THE CITY OF BUNNELL, a municipality of the State of Florida (hereinafter the “CITY”) and MEAD & HUNT, 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 July 23, 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 July 23, 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 the final additional one (1) year 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.

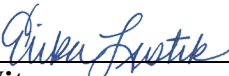
**NOW THEREFORE**, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:


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. **Renewal.** The 2018 Agreement is hereby renewed and extended for the final additional one (1) year term, through July 22, 2023.
3. **Amendment.** The 2018 Agreement is hereby amended to include the following provisions:
  - a. Exhibit E – Schedule of Rates is amended to include the new rates indicated in the attached memo titled Exhibit E – Schedule of Rates, effective January 1, 2022. This memo is hereby incorporated by reference, and new rates shall replace the rates from Exhibit E in the 2021 Agreement renewal.



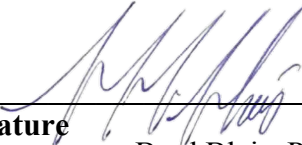
- b. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- 4. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the 2018 Agreement dated July 23, 2018, remain in full force and effect.

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

  
 \_\_\_\_\_  
**Witness**  
**Print Name:** Erika Lustik

  
 \_\_\_\_\_  
**Witness**  
**Print Name:** Bernadette Fox

**Contractor: Mead & Hunt, Inc.**

  
 \_\_\_\_\_  
**Signature**  
**Print Name:** Brad Blais, PE

**Title:** Vice President/Market Leader

**Date Signed by Contractor:** 4/29/22

**CITY OF BUNNELL**

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

**Date:** May 9, 2022

**Approved as to Legal Form**

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

**SEAL:**

**ATTEST:**

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

**Exhibit E - Schedule of Rates**  
**MEAD & HUNT, Inc.**  
**Municipal Billing Rate Schedule**  
**Effective January 1, 2022**

**Standard Billing Rates**

Clerical .....	\$78.00 / hour
Registered Land Surveyor .....	\$146.00 / hour
Technical Editor, Biologist .....	\$117.00 / hour
Technician I, Technical Writer, Administrative Assistant .....	\$96.00 / hour
Technician II, Surveyor - Instrument Person .....	\$117.00 / hour
Technician III .....	\$133.00 / hour
Technician IV .....	\$149.00 / hour
Senior Technician .....	\$163.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I .....	\$130.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II .....	\$148.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III .....	\$160.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$167.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner .....	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner .....	\$191.00 / hour
Senior Associates .....	\$210.00 / hour
Principal/Senior Client Manager.....	\$249.00 / hour

**Expenses**

Geographic Information or GPS Systems .....	\$105.00 / day
Total Station Survey Equipment .....	\$115.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

**Travel Expense**

Company or Personal Car Mileage .....	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance .....	cost plus 15%

**Billing & Payment**

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

---

This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.

**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF INDEPENDENT CONTRACTOR’S AGREEMENT**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 23rd day of July 2021, by and between THE CITY OF BUNNELL, a municipality of the State of Florida (hereinafter the “CITY”) and MEAD & HUNT, 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 July 23, 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 July 23, 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; 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. **Renewal.** The 2018 Agreement is hereby renewed and extended for an additional one (1) year term, through July 22, 2022.
3. **Amendment.** The 2018 Agreement is hereby amended to include the following provisions:
  - a. Exhibit E – Schedule of Rates is amended to include the new rates indicated in the attached memo titled Exhibit E – Schedule of Rates, effective January 1, 2021. This memo is hereby incorporated by reference, and new rates shall replace the rates from Exhibit E in the 2018 Agreement.

- b. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
4. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the 2018 Agreement dated July 23, 2018, remain in full force and effect.

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

Erika Lustik  
 Witness  
 Print Name: Erika Lustik

Tabitha Russell  
 Witness  
 Print Name: Tabitha Russell

**Contractor: Mead & Hunt, Inc.**

Brad Blais  
 Signature  
 Print Name: Brad Blais, PE

Title: Vice President

Date Signed by Contractor: 6/4/21

**CITY OF BUNNELL**

Catherine D. Robinson  
 Catherine D. Robinson, Mayor

Date: August 9, 2021



Approved as to Legal Form

[Signature]  
 Vose Law Firm, City Attorney

ATTEST:

[Signature]  
 Kristen Bates, City Clerk

**Exhibit E - Schedule of Rates**  
**MEAD & HUNT, Inc.**  
**Municipal Billing Rate Schedule**  
**Effective January 1, 2021**

**Standard Billing Rates**

Clerical .....	\$75.00 / hour
Registered Land Surveyor .....	\$140.00 / hour
Technical Editor, Biologist .....	\$112.00 / hour
Technician I, Technical Writer, Administrative Assistant .....	\$92.00 / hour
Technician II, Surveyor - Instrument Person .....	\$112.00 / hour
Technician III .....	\$127.00 / hour
Technician IV .....	\$143.00 / hour
Senior Technician .....	\$156.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I .....	\$124.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II .....	\$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III .....	\$153.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$160.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner .....	\$169.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner .....	\$183.00 / hour
Senior Associates, Principal .....	\$201.00 / hour

**Expenses**

Geographic Information or GPS Systems .....	\$100.00 / day
Total Station Survey Equipment .....	\$110.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

**Travel Expense**

Company or Personal Car Mileage .....	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance .....	cost plus 15%

**Billing & Payment**

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

---

This schedule of billing rates is effective January 1, 2021, and will remain in effect until December 31, 2021, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.

**MASTER SERVICE AGREEMENT  
BETWEEN  
MEAD & HUNT, INC.  
AND  
CITY OF BUNNELL**

This Master Service Agreement (this "**Agreement**") is made this 23<sup>rd</sup> day of July, 2018 by and between MEAD & HUNT, INC. a Wisconsin business corporation organized under the laws of Wisconsin with its principal office in the City of Middleton, Wisconsin, hereinafter called (the "**Mead & Hunt**") and CITY OF BUNNELL (the "**Client**") whose offices are located at 201 West Moody Boulevard, Bunnell, FL 32110.

**WITNESSETH:**

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual undertakings and agreements contained herein, the receipt and sufficiency of which the parties hereto hereby acknowledge, agree as follows:

1. **Services.** Subject to the terms and conditions contained in this Agreement the Mead & Hunt shall perform the services described in each fully executed work order. The Mead & Hunt shall not be obligated to perform any services until it is in receipt of a work order executed by both the parties hereto which described the services to be performed and the rates and fees to be paid in connection with the services. Work orders may be executed in counterparts and copies of signatures transmitted by facsimile, email, or other electronic means shall be deemed originals. Possession by the Mead & Hunt of a fully executed work order shall for all purposes be considered authorization for the Mead & Hunt to commence performance of the services. All services shall be performed in accordance with the *General Terms and Conditions* which is attached hereto and made part of this Agreement and labeled as Exhibit 1.
2. **Description of Services.** Mead & Hunt shall provide utility engineering services. The description of services is further and more specifically outlined in Exhibit A.
3. **Basis of Remuneration.** As consideration for performing the services, Mead & Hunt shall be paid the sums stipulated in each work order and be reimbursed for expenses incurred in connection with performing said services at times and in the manner set forth in the work order.

The Client shall not pay for reimbursable items such as gas, tolls, meals, and other items not directly attributable to items produced for each work order. Acceptable reimbursable items include postage, reproductions, mileage, permit application fees and subconsultant fees.

Pricing for "time basis method" work orders shall be based on Mead & Hunt's rate schedule in effect at the time of work.

4. **This Agreement Controls.** If the terms or conditions of this Agreement conflict with those contained in any fully executed work order made in connection with this Agreement this Agreement shall govern.

5. **Term.** This Agreement shall be in effect from July 23, 2018 to July 23, 2021. Subsequent to the conclusion of the initial three (3) year term, this contract may be renewed annually, at the Client's discretion, for a maximum of two (2) additional years. In the event the services described in a fully executed work order will not be completed during the term of this Agreement, though the work order was executed by the parties while the Agreement was in effect, Mead & Hunt shall continue to be obligated to perform the services and Client shall be obligated to pay for such services as provided in the applicable work order.
6. **Adequacy of Scope of Services.** The stated fees and scope of services contained in any work order constitute the best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, may be amended only by written instrument signed by both parties. A fully executed work order may only be amended by a written amendment signed by both parties to this Agreement. For those work orders whose described work involves conceptual or process development service, activities often cannot be fully defined during initial planning. As the work progresses, facts uncovered may reveal a change in direction which may alter the scope. Mead & Hunt will inform the Client in writing of such situations so that changes to the applicable work order may be made as required. If the Client requests significant modifications or changes in the scope of the project, the time of performance of Mead & Hunt's services, the description of the services, and the applicable fees must be adjusted by amendment to the applicable work order before Mead & Hunt undertakes the additional work.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**MEAD & HUNT:**

By: 

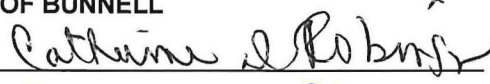
Name: David King, PE

Title: Vice President/Business Unit Leader

Date: 7/13/18

**CLIENT:**

**CITY OF BUNNELL**

By: 

Name: Catherine D. Robinson

Title: Mayor

*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

Date: 3/23/2020

- Attachment:
- Exhibit 1 – General Terms and Conditions
  - Exhibit A – Description/Scope of Services
  - Exhibit B – Certificate of Liability
  - Exhibit C – Work Order Form
  - Exhibit D – ADA Form
  - Exhibit E – Schedule of Rates
  - Exhibit F – Business Tax Receipt
  - Exhibit G – Certification & Licensure

## EXHIBIT 1

### Mead & Hunt, Inc. General Terms and Conditions ("General Terms") for Engineering, or Consulting Services Florida

1. Receipt of the attached signed Contract (Contracts, Proposal, or Letter) will be considered written authorization to proceed.
2. Mead & Hunt, Inc. will bill the Client monthly, according to the payment method set forth in the Contract, with net payment due within twenty-five (25) days after the date on which the payment request or invoice is stamped as received. If the invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in the attached contract does not include any applicable state and local sales or use taxes or gross receipts taxes. Any such taxes shall be the sole responsibility of the Client to pay.
3. The fees and scope of services stated in the attached document constitute an estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may also reveal a change in direction which may alter the scope. If the Client requests modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc. undertakes the additional work. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. The Client shall be liable for and shall indemnify and hold Mead & Hunt, Inc. harmless for all costs and damages incurred by Mead & Hunt, Inc. for delays caused in whole or in part by the Client's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Client's failure to provide specified facilities or information, or inaccuracies in documents or other information required to be provided by the Client to Mead & Hunt, Inc. Mead & Hunt, Inc. reserves the right to renegotiate the contract because of any unforeseen delays caused by events beyond Mead & Hunt, Inc.'s control, such as funding for the project.
5. The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project.
6. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those that Mead & Hunt currently has in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client.
7. To the extent permitted by Florida law, Chapter 725.06 (2016), the limit of liability of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) to the Client for any damages will be for a period of twelve (12) months from the date of the last bill from Mead & Hunt being first submitted to the Client regardless of whether or not such bill was paid by Client, and the extent any liability including all damages (direct, consequential, indirect, incidental, or other damages), claims, costs, expenses and legal fees of Mead & Hunt, Inc. (including its current or former employees, officers, directors, or shareholders) and its sub-consultants to the Client or any and all third parties is limited to the amount of the fees billed by Mead & Hunt, Inc. to the Client during the 12-month period prior to the date of the last bill being first submitted to the Client. The foregoing contains the monetary limitations of Mead & Hunt's liability in accordance to Florida Statute, Chapter 725.06 (2016) and is part Mead & Hunts project specifications or services.
8. Mead & Hunt, Inc. and the Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with the Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client.
9. Client and Mead & Hunt, Inc. shall not, during the term of the Contract or after the termination of the Contract for a period of one year disclose any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc. as the case may be, or any other person or entity, except with the prior written consent of Mead & Hunt, Inc. or the Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or the Client as confidential. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.
10. Termination of the Contract by the Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in Paragraph 2. If the Client breaches the Contract or if the Client fails to carry out any of the duties contained in these General Terms, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend services without further obligation or liability to the Client.
11. Mead & Hunt, Inc. may release data, models, plans, CAD files, and/or drawings electronically or by any other means to any other party involved in the project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Data and image files, both electronic and hard copy (hereinafter "files") are part of Mead & Hunt, Inc.'s instruments of service and shall not be used for any purpose other than for the described project. Any reuse of files or services pertaining to this project or any other project shall be at the Client's sole risk and without liability or legal exposure to Mead & Hunt, Inc. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with the Client's hardware or software. Differences may exist between these



## EXHIBIT 1

- electronic files and corresponding hard-copy documents. Mead & Hunt, Inc. makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or involvement from each electronic display. Under no circumstances shall delivery of the files for reuse be deemed a sale by Mead & Hunt, Inc. and Mead & Hunt, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Mead & Hunt, Inc. be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to files or any data therein.
12. Mead & Hunt, Inc. will provide services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept those General Terms offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
  13. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the project or construction costs will not vary from the final costs of the project. The Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc. Nothing in the Contract and/or General Terms is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
  14. If the Client is a municipality or state authority or any government authority/agency, the Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
  15. Neither the Contract nor these General Terms shall be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors. Mead & Hunt, Inc. neither guarantees the performance of any Contractor or Subcontractor nor assumes responsibility for any Contractor's failure or Subcontractor's failure to furnish and perform the services in accordance with the Construction Contract Documents.
  16. Mead & Hunt, Inc. shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of use, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. Mead & Hunt, Inc. shall not be liable for any loss due to terrorism.
  17. The Contract and these General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. The Contract and General Terms do not create any benefits for any third party. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
  18. The parties agree that Mead & Hunt, Inc.'s services in connection with the Contract and General Terms shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this agreement or for any negligence in performing any services in connection with this agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, for any breach of contract or any negligent performance of services in connection with this agreement shall be a claim against Mead & Hunt, Inc., and any claim, demand, suit, or judgment shall be asserted only as against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and the Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this Paragraph.
  19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
  20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. The Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of the General Terms and understands and agrees that if those Paragraphs were not included herein the fees for the services provided in connection with the General Terms and Contract would be significantly higher. The Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
  21. If a dispute arises out of or relates to the Contract and/or General Terms, or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation. If mediation is unsuccessful, then the parties may exercise their rights at law.
  22. If any term or provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force.
  23. Nothing contained in the Contract or the General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s services under the Contract are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of the Contract or General Terms or the performance or nonperformance of services hereunder.

## EXHIBIT 1

### 24. PUBLIC RECORDS

- 24.1 Mead & Hunt, Inc. agrees to comply with Florida Statutes, Chapter 119.0701 allowing, 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 Florida Statutes, Chapter 119.0701 or otherwise provided by law.
- 24.2 Mead & Hunt, Inc. agrees 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 Mead & Hunt, Inc. does not transfer the records to the public agency.
- 24.3 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Mead & Hunt, Inc. or keep and maintained public records required by the public agency to perform the service. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
25. PURSUANT TO FLORIDA STATUTES §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT, INC., CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY SINGING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION.
26. As to the Waiver of Sovereign Immunity in Tort Actions, Florida Statutes, Chapter 768.28 shall apply.
27. The General Terms and the Contract shall be construed and interpreted in accordance with the laws of the state of Florida. No action may be brought except in the state of Florida.

## **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**



MEADHU1

OP ID: JT1

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/24/2018

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> Hausmann-Johnson Insurance Inc 700 Regent St., PO Box 259408 Madison, WI 53725-9408 Phil Hausmann	<b>608-257-3795</b>	CONTACT NAME: Phil Hausmann, CIC	
		PHONE (A/C, No, Ext): 608-257-3795	FAX (A/C, No): 608-257-4324
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Travelers Casualty & Surety			19038
INSURER B: Travelers Indemnity Company			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

<b>INSURED</b> Mead & Hunt, Inc. M&H Architecture, Inc Mead & Hunt Companies, Inc. Mead & Hunt International, Inc 2440 Deming Way Middleton, WI 53562-1562
--

**COVERAGES**

**CERTIFICATE NUMBER: 2018**

**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		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> X	COMMERCIAL GENERAL LIABILITY			P6305C656013TIL17	12/01/2017	12/01/2018	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/> X	OCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 10,000	
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/>							GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/>							PRODUCTS - COM/POP AGG	\$ 2,000,000	
	<input type="checkbox"/>							OTHER:	\$	
B	<input checked="" type="checkbox"/> X	AUTOMOBILE LIABILITY			P8106C161444IND17	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> X	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> X	HIRE AUTOS ONLY	<input checked="" type="checkbox"/> X	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$	
								OTHER:	\$	
A	<input checked="" type="checkbox"/> X	UMBRELLA LIAB			CUP0K3011011743	12/01/2017	12/01/2018	EACH OCCURRENCE	\$ 9,000,000	
	<input type="checkbox"/>	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 9,000,000	
	<input checked="" type="checkbox"/> X	DED	<input checked="" type="checkbox"/> X	RETENTIONS				0	\$	
A	<input checked="" type="checkbox"/> X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PDTBEUB5C67970817 WI UB8J2154321743E-OTH STAT	12/01/2017	12/01/2018	<input checked="" type="checkbox"/> X PER STATUTE	<input type="checkbox"/> OTH-ER	
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y/N				N/A	E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**When specified in written contract, City of Bunnell, its representatives, agents and employees are listed as Additional Insured with respect to Commercial General Liability on a Primary & Non-Contributory basis.**

<b>CERTIFICATE HOLDER</b>  CITBUNN  City of Bunnell PO Box 756 Bunnell, FL 32110	<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 
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/13/2018

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 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 Holmes Murphy & Assoc - WI 10 E. Doty Street, Suite 800 Madison, WI 53703	1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com	FAX (A/C, No): 866-501-3945
INSURED Mead & Hunt, Inc. M & H Architecture, Inc. 2440 Deming Way Middleton, WI 53562		INSURER(S) AFFORDING COVERAGE	
		INSURER A: XL SPECIALTY INS CO	NAIC # 37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 52583860 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b> (Claims Made)			DPR9918844	10/25/17	10/25/18	Each Claim 5,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Liability Included

<b>CERTIFICATE HOLDER</b> City of Bunnell Bunnell City Clerk PO Box 756 Bunnell, FL 32110 USA	<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 
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.





**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.

# 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.

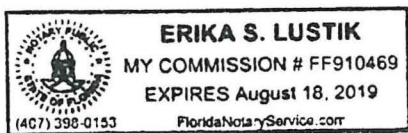
The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued 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: Mead & Hunt, Inc.  
Signature: *Brad Blais*  
Printed Name: Brad Blais, PE  
Title: Vice President  
Date: May 25, 2018

Affix Corporate Seal

STATE OF Florida                     )  
  ) ss  
COUNTY OF Volusia                 )

The foregoing instrument was acknowledged before me this 25th of May day of 2018, by Brad Blais of Mead & Hunt, Inc. (firm), on behalf of the firm. He/She is personally known to me or has produced identification.



*Erika S. Lustik*  
Print name Erika S. Lustik  
Notary Public in and for the County and State Aforementioned  
My commission expires: August 18, 2019

**EXHIBIT E  
SCHEDULE OF RATES**

**MEAD & HUNT, Inc.  
Billing Rate Schedule  
Effective January 1, 2018**

**Standard Billing Rates**

Clerical/Construction Project Representative (Inspector)/Grant Funding Specialist/ SUE Technician .....	\$68.00 / hour
Technician I (CAD/GIS Technician).....	\$83.00 / hour
Technician II (Production Manager/Construction Services Manager).....	\$102.00 / hour
Engineer I (Engineer Intern) .....	\$112.00 / hour
Senior Engineer (Professional Engineer) .....	\$146.00 / hour
Senior Project Engineer (Project Manager).....	\$167.00 / hour
Senior Associate, Principal.....	\$183.00 / hour

**Equipment Rates**

SUE Vacuum Excavator .....	\$660.00 per day
SUE Ground Penetrating Radar .....	\$165.00 per day
SUE Truck.....	\$330.00 per day

**Expenses**

Out-of-Pocket Direct Job Expenses such as reproductions, sub-consultants/contractors, etc.      Actual Cost

**Travel Expense**

Company or Personal Car Mileage .....	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance .....	cost plus 15%

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

---

This schedule of billing rates is effective January 1, 2018 and will remain in effect until December 31, 2018, subject to the terms and conditions in the Agreement.

**EXHIBIT F  
BUSINESS TAX RECEIPT**

**2017/2018**

**Volusia County Business Tax Receipt**

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:  
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Account # 198502020070 Expires: September 30, 2018  
Business Location: 4401 EASTPORT PARK WAY



Business Name: MEAD AND HUNT INC  
Owner Name: MEAD AND HUNT INC  
Mailing Address: 2440 DEMING WAY  
MIDDLETON, WI 53562

<b>BUSINESS TYPE</b>	<b>CODE</b>	<b>COUNT</b>	<b>TAX</b>
Business Service State Lic Req	472	31	\$150.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE  
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

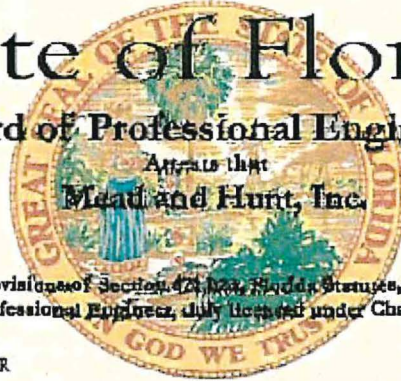


CERTIFICATIONS AND LICENSURE

# State of Florida

## Board of Professional Engineers

Approves that  
**Mead and Hunt, Inc.**



Is authorized under the provisions of Section 471.022, 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: 228201502978 R

CA Lic. No:

26730



## City of Bunnell, Florida

### Agenda Item No. C.8.

Document Date: 5/5/2022 Amount:  
Department: Infrastructure Account #:  
Subject: Request approval to renew the agreement with CPH, Inc. for Continuing Engineering Services for an additional year  
Agenda Section: Consent Agenda:  
Goal/Priority: Infrastructure

#### **ATTACHMENTS:**

Description	Type
Renewal Agreement No 2	Contract
Renewal Agreement No 1	Contract
Continuing Services Contract	Contract

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

Staff is seeking approval to renew the agreement with CPH for continuing utility engineering services for an additional one (1) year period.

#### **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. This is a request to renew for the second and final of the two additional one-year periods.

#### **Staff Recommendation:**

Approval to renew the agreement with CPH, Inc. for Continuing Engineering Services for an additional year.

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

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF INDEPENDENT CONTRACTOR’S AGREEMENT**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 11th day of June 2022, by and between THE CITY OF BUNNELL, a municipality of the State of Florida (hereinafter the “CITY”) and CPH, 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 the final additional one (1) year 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.

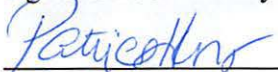
**NOW THEREFORE**, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:


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. **Renewal.** The 2018 Agreement is hereby renewed and extended for the final additional one (1) year term, through June 10, 2023.
3. **Amendment.** The 2018 Agreement is hereby amended to include the following provision:  
**E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in

accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.


4. 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 Renewal Agreement on the day and date first written above.

  
\_\_\_\_\_  
Witness  
Print Name: Patricia Hunt

  
\_\_\_\_\_  
Witness  
Print Name: Cindy Valentin

**Contractor: CPH, Inc.**

  
\_\_\_\_\_  
Signature  
Print Name: David A. Gierach  
Title: President  
Date Signed by Contractor: 4/29/2022

**CITY OF BUNNEL**

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

Date: May 9, 2022

Approved as to Legal Form

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

ATTEST:

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

SEAL:

**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF INDEPENDENT CONTRACTOR’S AGREEMENT**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 11th day of June, 2021, by and between THE CITY OF BUNNELL, a municipality of the State of Florida (hereinafter the “CITY”) and CPH, 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; 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. **Renewal.** The 2018 Agreement is hereby renewed and extended for an additional one (1) year term, through June 10, 2022.
3. **Amendment.** The 2018 Agreement is hereby amended to include the following provision: **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an

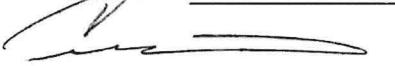
affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

4. 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 Renewal Agreement on the day and date first written above.

  
\_\_\_\_\_

Witness  
Print Name: Patricia Hunt

  
\_\_\_\_\_

Witness  
Print Name: Cindy Valentin

Contractor: CPH, Inc.

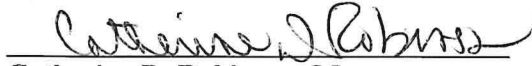
  
\_\_\_\_\_

Signature  
Print Name: David A. Gierach

Title: President

Date Signed by Contractor: 5/5/2021

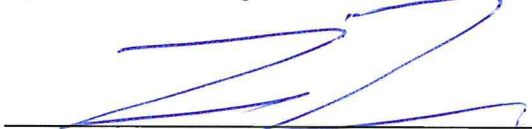
CITY OF BUNNEL

  
\_\_\_\_\_

Catherine D. Robinson, Mayor

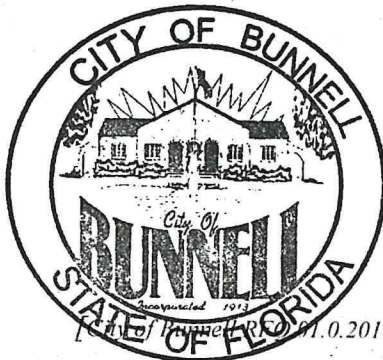
Date: 5/24/2021

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:



Table of contents

Section 1: Definitions.....3  
Section 2: Captions. ....4  
Section 3: Extent of contract/ integration / amendment.....4  
Section 4: No general City obligation..... 4  
Section 5: Contractor understanding of services required. ....5  
Section 6: General provisions. ....5  
Section 7: Codes and design standards. ....6  
Section 8: Subcontractors.....6  
Section 9: Assignability.....7  
Section 10: Commencement/implementation schedule of contract. .... 7  
Section 11: Length of contract. ....7  
Section 12: Description of services. ....8  
Section 13: Contractor responsibilities. ....8  
Section 14: City rights and responsibilities. ....9  
Section 15: Waiver. ....10  
Section 16: Force majeure.....10  
Section 17: Standards of conduct. .... 11  
Section 18: Notices. ....12  
Section 19: Designated representatives.....13  
Section 20: Work orders.....14  
Section 21: Change orders.....15  
Section 22: Compensation. ....15  
Section 23: Invoice process.....16  
Section 24: Termination of contract..... 17  
Section 25: Termination by contractor for cause.....17  
Section 26: Termination by the City without cause.....18  
Section 27: Payment in the event of termination. ....18  
Section 28: Action following termination. ....18  
Section 29: Suspension.....18  
Section 30: Alternative dispute resolution (adr) .....19  
Section 31: Severability. ....19  
Section 32: Controlling laws/venue/interpretation. ....19  
Section 33: Indemnity.....20  
Section 34: Insurance.....20  
Section 35: Equal opportunity employment/non-discrimination .....22  
Section 36: Access to records/audit/public records.....22  
Section 37: Counterparts.....23  
Section 38: Submittals. ....23  
Section 39: Exhibits.....24

## **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.





# 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 style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C: Transportation Insurance</td> <td>20494</td> </tr> <tr> <td>INSURER D: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</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:	
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:															

**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 INCIDENT <input type="checkbox"/> PER OCC. OTHER:		C5099618199	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP. (Per one person) \$ 5,000 PERSONAL & AUTO LIABILITY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS 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/MEMBER EXCLUDED? (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 Libs 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 
---	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



**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 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	At Current IRS Rates
Postage	At Cost
Outside Reimbursables	At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.  
Updated: March 5, 2018





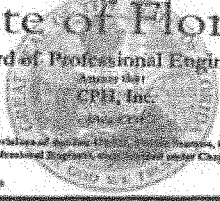
**EXHIBIT F**  
**BUSINESS TAX RECEIPT**

# CERTIFICATIONS AND LICENSURE

**PROFESSIONAL ENGINEERS**

**State of Florida**  
Board of Professional Engineers

Associate Unit  
**CPB, Inc.**  
PROFESSIONAL ENGINEER



**FBPE**  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

It is authorized under the provisions of Chapter 475, Florida Statutes, to offer engineering services to the public through a Professional Engineer, as defined under Chapter 475, Florida Statutes.

Expiration: 1/28/2018  
Audit No: 20081900000 8  
CA Lic. No: 3300

**ARCHITECTURE**



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ARCHITECTURE & BUSINESS SPACES

Professional License

License No: 13714  
Expiration Date: February 28, 2018

Professional Name: JAMES R. BROWN  
Business Name: JAMES R. BROWN ARCHITECTS, P.A.

CPB, Inc.  
200 North Florida Avenue  
Tallahassee, FL 32301

EXPIRES 02/28/2018

**LANDSCAPE ARCHITECTS**



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

Professional License

License No: 13714  
Expiration Date: February 28, 2018

Professional Name: JAMES R. BROWN  
Business Name: JAMES R. BROWN ARCHITECTS, P.A.

CPB, Inc.  
200 North Florida Avenue  
Tallahassee, FL 32301

EXPIRES 02/28/2018

**SURVEYORS AND MAPPERS**



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
200 Apalachee Place, Tallahassee, Florida 32304-0000

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 473, Florida Statutes

License No: 13714  
Expiration Date: February 28, 2018

CPB, Inc.  
200 North Florida Avenue  
Tallahassee, FL 32301

AGM 01 PROFESSIONAL SURVEYOR & MAPPER LICENSE

**State of Florida  
Department of State**


I certify from the records of this office that CPB, Inc. is a corporation organized under the laws of the State of Florida, filed on March 6, 1961.

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 or annual 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 loss, this document and the following describe the number, and the date, of any subsequent document.

http://www.flcourts.org/RangeCertifiedProductAndEventLicenseIndex



## City of Bunnell, Florida

### Agenda Item No. C.9.

Document Date: 5/5/2022 Amount:  
Department: Infrastructure Account #:  
Subject: Request approval to renew the agreement with Kimley-Horn and Associates, Inc. for Continuing Engineering Services for an additional year  
Agenda Section: Consent Agenda:  
Goal/Priority: Infrastructure

#### **ATTACHMENTS:**

Description	Type
Renewal Agreement No 2	Contract
Renewal Agreement No 1	Contract
Continuing Services Contract	Contract

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

Staff is seeking approval to renew the agreement with Kimley-Horn for continuing utility engineering services for an additional one (1) year period.

#### **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 Kimley-Horn and Associates, Inc. in accordance with Florida Statutes section 287.055 (Consultants Competitive Negotiations Act).

The contract with Kimley-Horn was approved at the July 23, 2018, Commission meeting for an effective date of June 11, 2018, and term of three (3) years with the option to renew annually for two (2) additional years. The first renewal was approved June 28, 2021. This is a request to renew for the second and final of the two additional one-year periods.

#### **Staff Recommendation:**

Approval to renew the agreement with Kimley-Horn and Associates, Inc. for Continuing Engineering Services for an additional year.

**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF INDEPENDENT CONTRACTOR’S AGREEMENT**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 11th day of June 2022, by and between THE CITY OF BUNNELL, a municipality of the State of Florida (hereinafter the “CITY”) and Kimley-Horn And Associates, 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 the final additional one (1) year 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. **Renewal.** The 2018 Agreement is hereby renewed and extended for the final additional one (1) year term, through June 10, 2023.
3. **Amendment.** The 2018 Agreement is hereby amended to include the following provision:  
**E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in

accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

- 4. 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 Renewal Agreement on the day and date first written above.

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

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

**Contractor: Kimley-Horn And Associates, Inc.**

\_\_\_\_\_  
**Signature**  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date Signed by Contractor:** \_\_\_\_\_

**CITY OF BUNNEL**

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

**Date:** May 9, 2022

**Approved as to Legal Form**

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

**SEAL:**

**ATTEST:**

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

**AGREEMENT FOR RENEWAL AND AMENDMENT  
OF INDEPENDENT CONTRACTOR’S AGREEMENT**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 11th day of June, 2021, by and between THE CITY OF BUNNELL, a municipality of the State of Florida (hereinafter the “CITY”) and Kimley-Horn & Associates, Inc., a Florida corporation (hereinafter “CONTRACTOR”).

AND

Jpn

**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; 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. **Renewal.** The 2018 Agreement is hereby renewed and extended for an additional one (1) year term, through June 10, 2022.
3. **Amendment.** The 2018 Agreement is hereby amended to include the following provision:  
**E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an

affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

4. 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 Renewal Agreement on the day and date first written above.

Sarah M. Crafford  
Witness  
Print Name: Sarah M. Crafford

Thomas Luman  
Witness  
Print Name: Thomas Luman

Contractor: Kimley-Horn & Associates, Inc.

AND

(Jan)

[Signature]  
Signature

Print Name: JOSEPH P. MECCA, PE

Title: SR. VICE PRESIDENT

Date Signed by Contractor: 6.3.21

CITY OF BUNNEL

Catherine D. Robinson  
Catherine D. Robinson, Mayor

Date: June 28, 2021



SEAL:

Approved as to Legal Form

[Signature]  
Vose Law Firm, City Attorney

ATTEST:

[Signature]  
Kristen Bates, City Clerk



**CITY OF BUNNELL CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, 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:

**KIMLEY-HORN AND ASSOCIATES, INC.  
12740 GRAN BAY PARKWAY WEST  
SUITE 2350  
JACKSONVILLE, FL 32258**

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

**WITNESSETH:**

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

**WHEREAS**, the Consultant 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 Consultant 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:

## Table of Contents

Section 1: Definitions.....	3
Section 2: Captions.....	4
Section 3: Extent of contract/ integration / amendment.....	4
Section 4: No general City obligation.....	4
Section 5: Consultant understanding of services required.....	5
Section 6: General provisions.....	5
Section 7: Codes and design standards.....	6
Section 8: Subconsultants.....	6
Section 9: Assignability.....	7
Section 10: Commencement/implementation schedule of contract.....	7
Section 11: Length of contract.....	7
Section 12: Description of services.....	8
Section 13: Consultant responsibilities.....	8
Section 14: City rights and responsibilities.....	9
Section 15: Waiver.....	10
Section 16: Force majeure.....	10
Section 17: Standards of conduct.....	11
Section 18: Notices.....	12
Section 19: Designated representatives.....	13
Section 20: Work orders.....	14
Section 21: Change orders.....	15
Section 22: Compensation.....	15
Section 23: Invoice process.....	16
Section 24: Termination of contract.....	17
Section 25: Termination by Consultant for cause.....	17
Section 26: Termination by the City without cause.....	18
Section 27: Payment in the event of termination.....	18
Section 28: Action following termination.....	18
Section 29: Suspension.....	18
Section 30: Alternative dispute resolution (adr).....	19
Section 31: Severability.....	19
Section 32: Controlling laws/venue/interpretation.....	19
Section 33: Indemnity.....	20
Section 34: Insurance.....	20
Section 35: Equal opportunity employment/non-discrimination.....	22
Section 36: Access to records/audit/public records.....	22
Section 37: Counterparts.....	23
Section 38: Submittals.....	23
Section 39: Exhibits.....	24

## **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 Consultant. 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.

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

**DESCRIPTION OF SERVICES** - shall be written in paragraph form reasonably describing those services the CITY can expect the Consultant 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 Consultant, including services provided by partners, subconsultants, 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 Consultant.

**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 Consultant 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 Consultant

letterhead describing all work associated with the service to be provided by the Consultant 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 Consultant 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 Consultant shall not have the right to compel the exercise of the ad valorem taxing power of the City.

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

(A) Execution of this contract by the Consultant is a representation that the Consultant is familiar with local conditions and with the services to be performed. The Consultant shall make no claim for additional time or money based upon its failure to comply with this contract. The Consultant 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 Consultant to the City that the Consultant 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 Consultant (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 Consultant is to be and shall remain forever an independent Consultant with respect to all services performed under this contract.

(D) Persons employed by the Consultant 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 Consultant certifies/certify that he/she/they is/are authorized to bind the Consultant 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 Consultant acknowledges that the City may retain other Consultants to provide the same types of services for City projects. The City reserves the right to select which Consultant shall provide services for City projects.

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

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

(F) Performance will be timely of the lawful 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) Consultant 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 Consultant shall be governed by the laws and regulations of Flagler county and State regulatory agencies.

(I) The Consultant 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 Consultant not specifically provided for herein shall be honored by the City.

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

(A) In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. Where applicable, Consultant will follow standards of the City, and the laws of any federal, State, or local regulatory agencies.

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

**Section 8: SUBCONSULTANTS.**

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

(B) The Consultant shall coordinate the provision of services and work product of any City approved subconsultant 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 subconsultants to assume performance of the Consultant duties commensurately with the Consultant's duties to the City under this contract, it being understood that nothing herein shall in any way relieve the Consultant from any of its duties under this contract. The Consultant shall provide the City with executed copies of all subcontracts.

**Section 9: ASSIGNABILITY.**

The Consultant 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 Consultant shall commence the provision of services as described in this contract immediately upon execution of this contract.

(B) The Consultant 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 Consultant 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 Consultant 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 Consultant and beyond the Consultant'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 Consultant 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 Consultant services shall begin upon written notification to proceed by the City.
- (C) Consultant 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 Consultant ninety (90) days prior to the ending date.

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

- (A) The Consultant shall provide **utility engineering services**. The description of services is further and more specifically outlined in exhibit a.
- (B) The Consultant 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 Consultant shall not be construed to exceed the provision of the services pertaining to this contract.
- (C) The City and Consultant agree that there may be certain additional services required to be performed by the Consultant 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: CONSULTANT RESPONSIBILITIES.**

- (A) The Consultant shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the Consultant under this contract as well as the conduct of its staff, personnel, employees, and agents. The Consultant shall work closely with the City on all aspects of the provision of the services. With respect to services, the Consultant 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 Consultant under this contract. The Consultant 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 Consultant shall furnish a Consultant 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 Consultant shall be and shall remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent or improper performance or failure to perform any of the services furnished under this contract.

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

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

(F) Performance will be timely of all services provided by the Consultant under the terms of this contract and each and every work order.

(G) Consultant shall not hire/employ any independent Consultants 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 Consultant in a timely fashion at no cost to the Consultant 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 Consultant. The availability and necessity of said personnel to assist the Consultant shall be determined solely at the discretion of the City.

(D) The City shall furnish the Consultant 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 Consultant 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 Consultant.

(E) The City shall examine all Consultant 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 Consultant.

(F) The City shall provide access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant 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 Consultant whenever the City designated representative knows of a development that affects the services provided and performed under this contract, timing of



the Consultant's provision of services, or a defect or change necessary in the services of the Consultant.

(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 Consultant 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 Consultant 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 Consultant'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 Consultant's performance under this contract shall become the property of the City after final payment is made to the Consultant.

(N) In the event the City fails to comply with the terms and conditions of this contract, the Consultant 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 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, 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 Consultant 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 Consultant, in writing. The Consultant shall immediately remove such employee or representative of the Consultant from such assignment.

(C) The Consultant 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 Consultant, or any interest in property that the Consultant may have. The Consultant 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 Consultant 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 Consultant 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 Consultant of unauthorized aliens, a violation of Section 274a (e) of the INA. Such violation by the Consultant 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 Consultant 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 Consultant 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 Consultant or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the City. The Consultant 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 Consultant 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 Consultant 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 Consultant shall certify, upon request by the City, that the Consultant 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 Consultant agrees to comply with federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the City. The Consultant 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 Consultant shall not use

funds provided by this contract for the purpose of lobbying the legislature, the judicial branch, or State agency.

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

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

(O) The Consultant shall ensure that all taxes due from the Consultant 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 Consultant: Thomas Inman, P.E.  
Kimley-Horn and Associates, Inc.  
12740 Gran Bay Parkway West  
Suite 2350  
Jacksonville, FL 32258

(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 Consultant 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 Consultant 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 Consultant;

(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 Consultant 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 Consultant 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 Consultant 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 Consultant's designated representative for this contract is:

Thomas Inman, P.E.  
Kimley-Horn and Associates, Inc.  
12740 Gran Bay Parkway West  
Suite 2350  
Jacksonville, FL 32258

## **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 Consultant to the City shall be negotiated between the Consultant 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 Consultant 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 Consultant shall perform all services required by the work order but in no event shall the Consultant be paid more than the negotiated fixed fee amount Stated therein.

(C) The Consultant 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 Consultant shall perform all work required by the work order; but in no event shall the Consultant 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 Consultant 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 Consultant 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 Consultant may invoice the amount due for services actually performed and completed. The City shall pay the Consultant 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 Consultant schedule.

(C) If instructed by the City, the Consultant 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 Consultant, the Consultant may be entitled to additional compensation. The Consultant 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 Consultant 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 Consultant without written approval by the City's designated representative shall not be compensated. Any work performed by the Consultant without approval by the City is performed at the Consultant's own election.

(D) In the event the City fails to provide compensation under the terms and conditions of this contract, the Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant when requested as work progresses for services furnished, but not more than once monthly. Each work order shall be invoiced separately. The Consultant 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 Consultant, 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 Consultant will be notified of any disputable items contained in invoices submitted by the Consultant within fifteen days of receipt by the City with an explanation of the deficiencies.

(D) The City and the Consultant will make every effort to resolve all disputable items contained in the Consultant'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 Consultant; or

(2) If, in the City's opinion, the quality of the services provided by the Consultant is/are not in conformance with commonly accepted professional standards, standards of the City, the requirements of federal or State regulatory agencies, and the Consultant has not corrected such deficiencies in a timely manner as reasonably determined by the City; or

(3) The Consultant or any employee or agent of the Consultant 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 Consultant; or

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

(5) The Consultant 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 Consultant 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 Consultant 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 Consultant.

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

(A) The Consultant 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 Consultant in accordance with this contract.

(B) In the event of either of the causes described in subSection (a), the Consultant 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 Consultant within fourteen calendar days of the receipt of said show cause notice, the Consultant 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 Consultant 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 Consultant to the date of termination shall be paid to the Consultant.

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

(C) Upon receipt of written notice from the City that the Consultant's provision of services hereunder are to be resumed, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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) Consultant 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 Consultant and other persons employed by the Consultant 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 Consultant or its agents or subConsultants, 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 Consultant or its agents or subconsultants, under workers compensation acts, disability benefits acts, or other employee benefit acts.

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

**Section 34: INSURANCE.**

(A) The Consultant 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 Consultant 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 Consultant shall provide coverage for all operations including, but not limited to, contractual, independent Consultant, 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 Consultant 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 Consultant 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 Consultant against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the Consultant.

(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 Consultant shall specifically include the City as an additional insured. All insurance minimum coverages extend to any subConsultant, and the Consultant shall be responsible for all subConsultants.

(C) The Consultant 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 Consultant shall relieve the Consultant of the Consultant's full responsibility for performance of any obligation including the Consultant'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 Consultant shall, as soon as the Consultant 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 Consultant has replaced the unacceptable insurer with an insurer acceptable to the City, the Consultant 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 Consultant shall provide certificate of insurance directly to the City's designated representative. The certificates shall clearly indicate that the Consultant 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 Consultant. There are no third-party beneficiaries to this contract.

(H) The Consultant is an independent Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant and the City subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the Consultant 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 Consultant. 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 Consultant 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 Consultant shall refund such overpayment to the City within thirty days of notice by the City of the request for the refund.

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

(H) The Consultant 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. Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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 Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant'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. Consultant agrees to indemnify and hold the public agency harmless against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Consultant'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. Consultant authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Consultant 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 Consultant 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 Consultant 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:*

KIMLEY-HORN AND ASSOCIATES, INC.  
Name of Company

By: 

By:   
Authorized Corporate Officer *DAVID WALTHALL*


Date: 7/20/2018

Date: 7/20/18

*Attest:*

**City of Bunnell**

By:   
Kristen Bates, City clerk

By:   
Catherine Robinson, Mayor

Date: 7/23/2018

Date: 7/23/2018

## 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, permittable 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 Consultant;
- 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

**ACORD**

Client#: 25320 KIMLHORN  
**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)
3/25/2018

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No, Ext):</b> 770-552-4225 <b>FAX (A/C, No):</b> 866-550-4082 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com														
<b>INSURED</b>  Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Aspen American Insurance Company	43460	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : National Union Fire Ins. Co.	19445														
INSURER B : Aspen American Insurance Company	43460														
INSURER C : New Hampshire Ins. Co.	23841														
INSURER D : Lloyds of London	085202														
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** 18-19 **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	ADDL INSR	SUBR WVD	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 <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			5268169	04/01/2018	04/01/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$25,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$25,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000																				
MED EXP (Any one person)	\$25,000																				
PERSONAL & ADV INJURY	\$1,000,000																				
GENERAL AGGREGATE	\$2,000,000																				
PRODUCTS - COMP/OP AGG	\$2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4489663	04/01/2018	04/01/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<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: \$0			CX005FT18	04/01/2018	04/01/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$5,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000		\$								
EACH OCCURRENCE	\$5,000,000																				
AGGREGATE	\$5,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	015893685 (AOS) 015893686 (CA) 039326820 (ME)	04/01/2018 04/01/2018 04/01/2018	04/01/2019 04/01/2019 04/01/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	<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		
<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																			
D	Professional Liab			P070831800	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)  
**Proof of Insurance**

<b>CERTIFICATE HOLDER</b>  Sample Certificate	<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  <i>D.H. Greyling</i>
---	--



EXHIBIT C



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

Vendor Name:	Date:
Address:	Bid #:
City, State & Zip:	Project: Council Approval Date:

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:

\_\_\_\_\_

\_\_\_\_\_

**CITY OF BUNNELL**

DEPARTMENT HEAD  
APPROVED RAP ON

\_\_\_\_\_

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

EXHIBIT D  
ADA FORM

AMERICANS WITH DISABILITIES ACT AFFIDAVIT FORM

<sup>CONSULTANT</sup>  
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.

<sup>CONSULTANT</sup>  
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.

<sup>CONSULTANT'S NON-COMPLIANCE</sup>

~~CONTRACTOR:~~ Kimley-Horn and Associates, Inc.

<sup>CONSULTANT:</sup>  
Signature: [Signature]

Printed Name: David Walthall

Title: Vice President

Date: April 24, 2018

Affix Corporate Seal

STATE OF Florida )  
  ) ss  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 24th of April day of 2018 by David Walthall (He/She is personally known to me or has produced X identification.)

[Signature]  
Print name Lisa M. Hill  
Notary Public in and for the County and State Aforementioned  
My commission expires: 5/18/2019



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

**2018 SCHEDULE OF RATES**

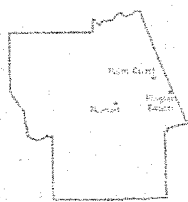
**PROFESSIONAL SERVICES CONTRACT – UTILITY ENGINEERING SERVICES**  
**CITY OF BUNNELL RFQ-01-1-2018**  
**KIMLEY-HORN AND ASSOCIATES, INC.**  
**12740 GRAN BAY PARKWAY WEST, SUITE 2350**  
**JACKSONVILLE, FLORIDA 32258**

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for City of Bunnell.

**COMPANY NAME: KIMLEY-HORN AND ASSOCIATES, INC.**

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal/Sr. Professional II	\$ 260.00
Project Manager	\$ 230.00
Sr. Professional I	\$ 210.00
Registered Professional	\$ 165.00
Inspector/Technical Field Staff	\$ 120.00
Senior Designer	\$ 135.00
CAD Technician	\$ 115.00
Support Staff	\$ 78.00

**EXHIBIT F  
BUSINESS TAX RECEIPT**

<b>Flagler County Business Tax Receipt</b>			
<b>2017-18</b>	THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.	<b>No.</b> <b>11849</b>	
<b>Business Type:</b>	ENGINEER	PAID-5000849.0001-0001 223 10/17/2017 .00	
<b>Business Address:</b>	12740 W GRAN BAY PARKWAY STE 2350 JACKSONVILLE, FL 32258	County	0.00
MCGREGER AMY KIMLEY-HORN AND ASSOCIATES 3660 MAGUIRE BLVD STE 200 ORLANDO, FL 32803		Penalty	0.00
		<b>Valid until 09/30/2018</b>	
		<b>Flagler County Tax Collector Suzanne Johnston 1769 E. Moody Blvd., Suite 102, Bunnell, FL 32110 (386) 313-4160 www.flaglertax.com</b>	

CERTIFICATIONS AND LICENSURE

*State of Florida  
Department of State*

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

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 March 15, 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 Detjmer*  
*Secretary of State*

Tracking Number: CU7486580346

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# State of Florida

## Board of Professional Engineers

Attests that

**Kimley-Horn & Associates, Inc.**



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

CA Lic. No:

Audit No: 228261901965 R

696

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LCC000216

The LANDSCAPE ARCHITECT BUSINESS  
Named below HAS REGISTERED  
Under the provisions of Chapter 481 FS  
Expiration date: NOV 30, 2019

KIMLEY-HORN AND ASSOCIATES INC  
421 FAYETTEVILLE STREET  
SUITE 600  
RALEIGH NC 27601



ISSUED: 11/06/2017

DISPLAY AS REQUIRED BY LAW

SED# L171100001506



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6596

License No: **LB696**

Expiration Date: February 28, 2019

### Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.  
3001 WESTON PKWY  
CARY, NC 27513-2301

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER
GG175

The GEOLOGY BUSINESS  
Named below IS CERTIFIED  
Under the provisions of Chapter 482 FS  
Expiration date: JUL 31, 2018

KIMLEY-HORN AND ASSOCIATES INC  
6302 FAYETTEVILLE STREET  
SUITE 600  
RALEIGH NC 27601



ISSUED: 07/25/2018

DISPLAY AS REQUIRED BY LAW

SED# L1607250001540



## City of Bunnell, Florida

### Agenda Item No. C.10.

Document Date: 5/2/2022 Amount: \$72,793  
Department: City Manager Account #:  
Subject: Request Confirmation of the hiring of Bernadette Fisher as the Community Development Director.  
Agenda Section: Consent Agenda:  
Goal/Priority: Increase Economic Base, Quality of Life

#### **ATTACHMENTS:**

Description	Type
Resume for Bernadette M. Fisher	Exhibit

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

With the significant increase in development activity, site plan approvals and zoning issues now necessary proceed filling the Community Development Directors' position open since June.

City of Bunnell Charter Sec. 4.04(B) City Managers appointment of Department Heads are subject to review and approval of the City Commission.

#### **Background:**

The City Manager interviewed several candidates since August 2020 and have appoint Ms. Bernadette M. Fisher as the Community Development Director. She brings to this job a proven track record and experience in both public and private sector as a Planner. Her planning experience was with Lafayette Consolidated Government, Polk County and the City of Lake Wales, serving as Project Manager over Development Review Committees, Board of Adjustments, Planning Commissions, Regional Planning Council and DEO. Graduate of Southeastern Louisiana University- BA Economics

#### **Staff Recommendation:**

Approval of City Manager's appointment Bernadette M. Fisher as Community Development Director

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



Commission discretion.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

# BERNADETTE M. FISHER

2476 Carriage Lamp Drive ▪ Jacksonville, Florida 32246 ▪ (225) 368.7130 ▪ [Bernadette\\_Fisher@Outlook.com](mailto:Bernadette_Fisher@Outlook.com)

## CAREER PROFILE

Exceptional Planner with more than 10 years of comprehensive experience in real estate development from conception to completion, including accountability for site acquisition, zoning analysis and change related to residential, mixed use and commercial. Acknowledged for the ability to leverage strong project management skills, consistently exceeding client expectations, and meeting all project deadlines. While being a personable, flexible team player that is able to collaborate across multiple functions.

## SUMMARY OF QUALIFICATIONS

- Proficient in Microsoft Office, Photoshop, ArcGIS and SketchUp.
- Excellent project manager and collaborator with the ability to work independently and efficiently.
- Skilled in cultivating relationships with key stakeholders and community leaders.
- Actively research, analyzes and interpret data and prepare reports.
- Ability to coordinate multiple projects and meet deadlines.
- Excellent verbal and written communication skills.
- Strong analytical skills, including identifying and quantifying problems and providing effective resolutions.

## PROFESSIONAL EXPERIENCE

### Principal Planner | Project Manager

NeuMorris, LLC | Lakewood Ranch, Florida – February 2017-Present

- Hold dual roles including supervising the daily operations on a variety of the firm's largest and most complex projects
- Work with real estate professionals to source and secure new land purchases
- Function effectively in evaluating real estate property, developed and/or undeveloped land for residential or commercial uses
- Conduct studies to ensure the highest and best use for property which includes cost and time estimates that exemplify the proposed use during the entire land development process
- Partner with architects, engineers, surveyors, and various government agencies and community organizations to gather development approvals
- Monitor planning and zoning activities on behalf of clients
- Prepare land development applications including but not limited to zoning, land use, site plan, master plan, transfer of development rights and plat vacations
- Represent and Aid in preparation of cost estimates and presentations

### Planning Consultant | Assistant Construction Project Manager

Tom Cat's Construction, Limited Liability Corporation | Clinton, Louisiana - May 2012-February 2017

- Prepared and submit zoning, land use and entitlement plans
- Served as public hearing representative for zoning and land use applications
- Set company standards by establishing strict planning guidelines and due diligence criteria
- Aided individuals with residential construction, development assessments, and feasibility studies
- Coordinated with engineers, surveyors, contractors, environmental consultants, and builders
- Assisted in preparation of cost estimates and presentations
- Used construction plans to prepare and analyze project budgets and spending
- Hired and managed multiple contractors to perform construction activities and improvements per project

### Community Planner

Lafayette Consolidated Government | Lafayette, Louisiana - May 2011-May 2012

- Participated in numerous residential and commercial growth and development plans for special districts and neighborhoods
- Designed strategies and recommendations to promote investment and provide guidance for public and private development initiatives
- Provided economic development impacts with planning and design decisions
- Gathered public input through various techniques which includes public workshops, charrettes, surveys, focus groups and stakeholder interviews

# BERNADETTE M. FISHER

2476 Carriage Lamp Drive ▪ Jacksonville, Florida 32246 ▪ (225) 368.7130 ▪ [Bernadette\\_Fisher@Outlook.com](mailto:Bernadette_Fisher@Outlook.com)

---

## Planner II

### Polk County Board of County Commissioners | Bartow, Florida - September 2006-August 2010

- Facilitated the research and analytical functions for the County's Land Development Division Initiatives.
- Reviewed plans for consistencies with the Land Development Code, guidelines, and conditions of approval.
- Counseled prospective applicants
- Conducted site visits
- Presented to the Board of County Commissioners and Advisory Groups

## Assistant Planning & Development Director

### City of Lake Wales | Lake Wales, Florida - May 2005-September 2006

- Supervised the department staff, which included an Administrative Assistant, Planning Technician and Main Street Coordinator
- Administered the current planning function and managerial support for the department
- Reviewed site plans for compliance with the Land Development Regulations and conditions of approvals
- Counseled prospective applicants and conducted site visit analysis, analyzed data, and presentation to decision makers

## Investment Specialist

### T. Rowe Price Investment Services, Incorporated | Tampa, Florida - September 2002-May 2005

- Facilitated discussing and analyzing the economic conditions as it relates to securities
- Coordinated and facilitated weekly meetings concentrating on factors affecting the financial industry, introduced new product ideas, and communicated company-wide initiatives and training
- Served as liaison between fund managers, clients, and all T. Rowe Price groups related to all aspects of investing

## EDUCATION

---

SOUTHEASTERN LOUISIANA UNIVERSITY: Bachelor of Arts, Economics | Business Research | July 2001

## PROFESSIONAL AFFILIATIONS

---

American Planning Association - June 2005-Present

Post Disaster Redevelopment Committee - August 2012-Present

Environmentally Sensitive Lands Oversight Committee – February 2017-Present

*Jackson*

## Loiry Nesheiwat

---

**From:** Bernadette Fisher <bernadette\_fisher@outlook.com>  
**Sent:** Wednesday, May 26, 2021 1:16 PM  
**To:** Loiry Nesheiwat  
**Subject:** Bernadette Fisher (Interim Community Development Director)  
**Attachments:** Fisher, Bernadette (City of Bunnell-Interim Community Development Manager).pdf;  
Fisher, Bernadette (City of Bunnell-Interim Community Development Director) App for  
Employment.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

## BERNADETTE M. FISHER

---

2476 Carriage Lamp Drive ▪ Jacksonville, Florida 32246 ▪ (225) 368.7130 ▪ [Bernadette.Fisher@Outlook.com](mailto:Bernadette.Fisher@Outlook.com)

May 26, 2021

Loiry Nesheiwat, Human Resources Specialist  
City of Bunnell  
201 West Mood Boulevard  
Bunnell, Florida 32110

Dear Ms. Nesheiwat:

Thank you for the opportunity to apply for the Interim Community Development Director role. After reviewing the job description, it is clear that the City of Bunnell is looking for a candidate that is extremely familiar with the responsibilities associated with this title role and the ability to perform confidently. Given these requirements, I am certain that I have the necessary skills to successfully fulfill the duties of the Community Development Director and perform above expectations.

I am a result-oriented professional that is consistently receiving praise from clients and team members for getting projects completed quicker than the estimated time presented at the start. Throughout my duration as a Planner, I have developed a skill set that is directly relevant to the Principal role of a Community Development Director which includes leading and directing cross-functional teams, managing budget and cost control, developing public policy and regulatory initiatives, managing research, strategizing communication, watching over enforcement activities, and exercising outstanding client services. Overall, I have demonstrated continuous leadership, organizational, and management abilities in every aspect intended for this position in my current and previous workplaces.

Furtherly, my greatest strengths match those most essential to consistent growth and success. I am sure that my experience with Lafayette Consolidated Government, Polk County, and the City of Lake Wales will serve me well in this position. During my tenure with those government entities, I worked as the Project Manager over the Development Review Committee, Board of Adjustments, Planning Commission, Regional Planning Council, and the Florida State Department of Economic Opportunity. Along with the governmental experience, working in the private sector has afforded me the prospects to understand growth management from both sides, which has provided me with a greater knowledge base that will empower the City to flourish.

Accordingly, in combination with the work experience, I have a degree in Economics and Business Research from Southeastern Louisiana University in Hammond, Louisiana. These relevant experiences and education will enable me to serve as a valuable asset to the City.

After reviewing my resume, I am confident that you will find me to be the ideal candidate due to my educational background and professional experiences. Therefore, I will appreciate the vantage to elaborate on how my specific skills and abilities will benefit the City of Bunnell. Please contact me at the number or email provided above to arrange a meeting time, to speak in more detail.

Thank you for your consideration and I look forward to hearing from you soon.

Sincerely,

*Bernadette Fisher*

Bernadette Fisher

Attachment(s): Resume  
Employment Application



## City of Bunnell, Florida

### Agenda Item No. E.1.

Document Date: 2/8/2022 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2022-05 Requesting to change the Future Land Use Map in the Comprehensive Plan for 1.1± acres of land, owned by Anna Marie Tindall, Bearing the Parcel ID: 21-13-31-0650-000A0-0910 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agricultural. - Second Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Ord 2022-05 Tindall Proposed FLUM Amendment	Ordinance
Tindall 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 on a 1.1± acre property from Flagler County, Residential - Low Density/Rural Estate to City of Bunnell, "Agricultural".

There is a companion rezoning request to amend the official zoning map to change the zoning from the Flagler County, "MH-1 Rural Mobile Home" district to the City of Bunnell, "AG- Agricultural" district.

The Planning, Zoning and Appeals Board heard this request at their December 7, 2021 Meeting. At this meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This item was last heard at the February 14, 2022 City Commission Meeting. At this meeting, the City Commission voted to approve the proposed ordinance. Second Reading was delayed to allow the City's EAR Amendment (Ordinance 2022-01) to be adopted. This item was advertised in the May 12, 2022 edition of the Palm Coast Observer.

#### Background:

The applicant, Anna Marie Tindall, owns a 1.1± acre property located at 651 E. Favoretta Road.

The applicant plans to place a mobile home on the property.

The parcel's current FLUM designation is Flagler County "Residential - Low Density/Rural Estate". The Flagler County " Residential - Low Density/Rural Estate" allows low density residential density at up to one (1) dwelling unit per acre.

The proposed FLUM designation is City of Bunnell "Agricultural". The "Agricultural" land use designation was created to allow a range of agricultural and related uses, while also allowing low density residential development at a maximum density of one (1) dwelling unit per acre.

If developed at the maximum allowable density, the proposed FLUM designation will not result in any increased dwelling units on the property compared to the current FLUM designation. The applicant's intended use is consistent with the rural character of the area.

**Staff Recommendation:**

Adopt Ordinance 2022-05 Requesting to change the Future Land Use Map in the Comprehensive Plan for 1.1± acres of land, owned by Anna Marie Tindall, Bearing the Parcel ID: 21-13-31-0650-000A0-0910 from Flagler County, Residential Low Density/Rural Estate to City of Bunnell, Agricultural. - Second Reading

**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

## ORDINANCE 2022-05

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.1± ACRES, OWNED BY ANNA MARIE TINDALL, BEARING PARCEL ID: 21-13-31-0650-000A0-0910, LOCATED AT 651 EAST FAVORETTA ROAD WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, RESIDENTIAL LOW DENSITY/ RURAL ESTATE TO CITY OF BUNNELL AGRICULTURE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; 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 real property which is the subject of this Ordinance is described by Tax Identification Parcel Number 21-13-31-0650-000A0-0910, located in the City of Bunnell; and

**WHEREAS**, the owners of the property, Anna Marie Tindall, have requested this change to the future land use; and

**WHEREAS**, the City of Bunnell has not had any small-scale land use amendments since November 22, 2021 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

**WHEREAS**, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on December 7, 2022 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended 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 ENACTED 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 2030 Comprehensive Plan* pertaining to the subject property.

(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 2030 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 2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the Agriculture land use designation to the real property which is the subject of this Ordinance as set forth herein.

(b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

**LEGAL DESCRIPTION:** 1.10 ACRES BUNNELL DEV CO SUBD BEING PT OF W 1/2 OF N 1/2 TR 9 BLK A POR NW CRNR TR 7 THENCE SE 660.63' TO POB SE 330.31' SE 145.81' NW 330.41' NW 145.83' TO POB A/D/A PARCEL 1 PER SURVEY PROVIDED OR 1991/1060 OR 2061/1660 (L/E 2342/1765) OR 2342/1766 OR 251

**ADDRESS:** 651 E Favoretta Road in the City of Bunnell

**TAX PARCEL IDENTIFICATION NUMBER:** 21-13-31-0650-000A0-0910

**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 *2030 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 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 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 *2030 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 controlling State law.

First Reading: approved on this 14<sup>th</sup> day of February 2022.

Second Reading: adopted on this 23<sup>rd</sup> day of May 2022.

**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:

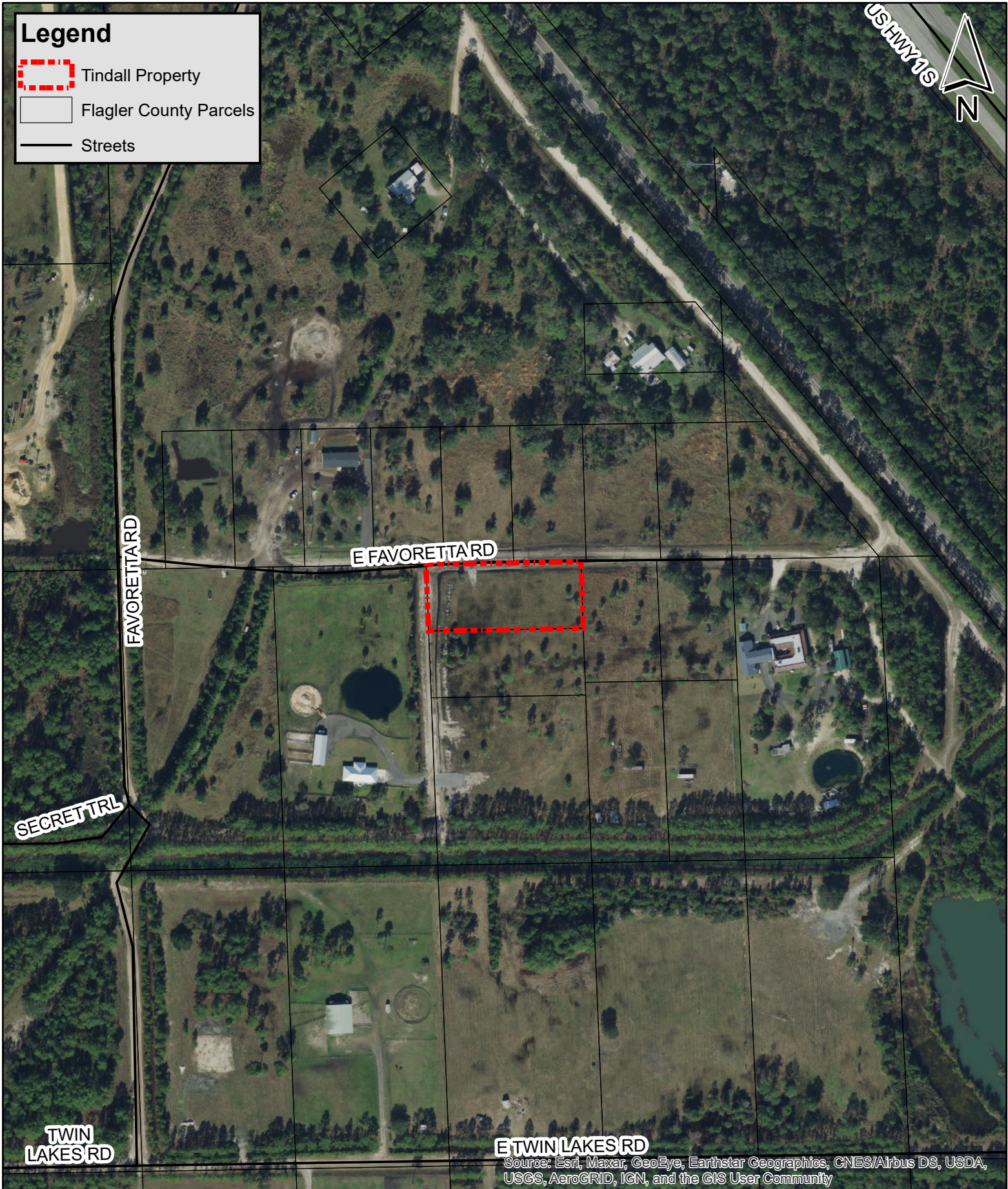
# EXHIBIT A

## Proposed Future Land Use Designation



# Legend

-  Tindall Property
-  Flagler County Parcels
-  Streets



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

250 125 0 250 Feet

Date Saved: 11/2/2021

Created by: eobrien  
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tindall Property\Tindall Property Aerial Map.mxd

## Aerial Map Tindall Property Bunnell, Florida



300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482



## City of Bunnell, Florida

### Agenda Item No. E.2.

Document Date: 2/8/2022 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2022-06 Requesting to change the official zoning map for 1.1± acres of land, owned by Anna Marie Tindall, Bearing the Parcel ID: 21 13-31-0650-000A0-0910 from the Flagler County "MH-1, Rural Mobile Home" district to the City of Bunnell "AG, Agricultural District." - Second Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Ord. 2022-06 Tindal Proposed Rezoning	Ordinance
Tindall Location Map	Location Map(s)

#### Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 1.1± acre property from the Flagler County "MH-1, Rural Mobile Home" district to the City of Bunnell "AG, Agricultural District".

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation from Flagler County, Residential - Low Density/Rural Estate to City of Bunnell, "Agricultural".

The Planning, Zoning and Appeals Board heard this request at their December 7, 2021 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This item was last heard at the February 14, 2022 City Commission Meeting. At this meeting, the City Commission voted to approve the propopsed ordinance. Second Reading was delayed to allow the City's EAR Amendment (Ordinance 2022-01) to be adopted. This item was advertised in the May 12, 2022 edition of the Palm Coast Observer.

#### Background:

The applicant, Anna Marie Tindall, owns a 1.1± acre property located approximately 651 E. Favoretta Road. The applicant plans to place a mobile home on the property.

The property is currently zoned Flagler County "MH-1, Rural Mobile Home" district. The Flagler County "MH-1, Rural Mobile Home" district is a transitional zoning category between agricultural and urban areas. It allows a mixture of single-family dwellings and mobile homes.

The proposed zoning classification is City of Bunnell "Ag-Agricultural". The intent of the "Ag-Agricultural" district is to "preserve and enhance an agricultural lifestyle while facilitating orderly and sustainable development." The minimum lot size in the "Ag-Agriculture" district is one (1) acre.

The proposed "Ag-Agricultural" zoning is consistent with the proposed FLUM designation and the existing pattern of surrounding development.

**Staff Recommendation:**

Adopt Ordinance 2022-06 Requesting to change the official zoning map for 1.1± acres of land, owned by Anna Marie Tindall, Bearing the Parcel ID: 21 13-31-0650-000A0-0910 from the Flagler County "MH-1, Rural Mobile Home" district to the City of Bunnell "AG, Agricultural District." - Second Reading

**City Attorney Review:**

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

## ORDINANCE 2022-06

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 1.1± ACRES, OWNED BY ANNA MARIE TINDALL, BEARING PARCEL ID: 21-13-31-0650-000A0-0910, LOCATED AT 651 EAST FAVORETTA ROAD WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY, “MH-1, RURAL MOBILE HOME” TO CITY OF BUNNELL, “AG, AGRICULTURAL”; 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**, Anna Marie Tindall, the owner of certain real property, which land totals approximately 1.1± acres in size located at 651 East Favoretta Road and is assigned Tax Parcel Identification Number 21-13-31-0650-000A0-0910 by the Property Appraiser of Flagler County; and

**WHEREAS**, Anna Marie Tindall 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 property rezoned to the City of Bunnell “AG, Agricultural” zoning classification from the existing Flagler County, “MH-1, Rural Mobile Home” zoning classification; and

**WHEREAS**, the City’s Community 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 is 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 December 7, 2022 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 subject property, which is approximately 1.1± acres in size, is located at 651 East Favoretta Road in the City of Bunnell.
- (c) 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 property, as depicted in the map attached to this Ordinance, and totaling approximately 1.1± acres in size, shall be rezoned to the City of Bunnell “AG, Agricultural” zoning classification from the existing Flagler County, “MH-1, Rural Mobile Home” zoning classification; and

**LEGAL DESCRIPTION:** 1.10 ACRES BUNNELL DEV CO SUBD BEING PT OF W 1/2 OF N 1/2 TR 9 BLK A POR NW CRNR TR 7 THENCE SE 660.63' TO POB SE 330.31' SE 145.81' NW 330.41' NW 145.83' TO POB A/D/A PARCEL 1 PER SURVEY PROVIDED OR 1991/1060 OR 2061/1660 (L/E 2342/1765) OR 2342/1766 OR 251

**ADDRESS:** 651 East Favoretta Road in the City of Bunnell

**TAX PARCEL IDENTIFICATION NUMBER:** 21-13-31-0650-000A0-0910

- (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 2022-05.

First Reading: on this 14<sup>th</sup> day of February 2022

Second/Final Reading: adopted on this 23<sup>rd</sup> day of May 2022.

**CITY COMMISSION, City of Bunnell, Florida.**

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

Approved for form and content by:

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

Attest:

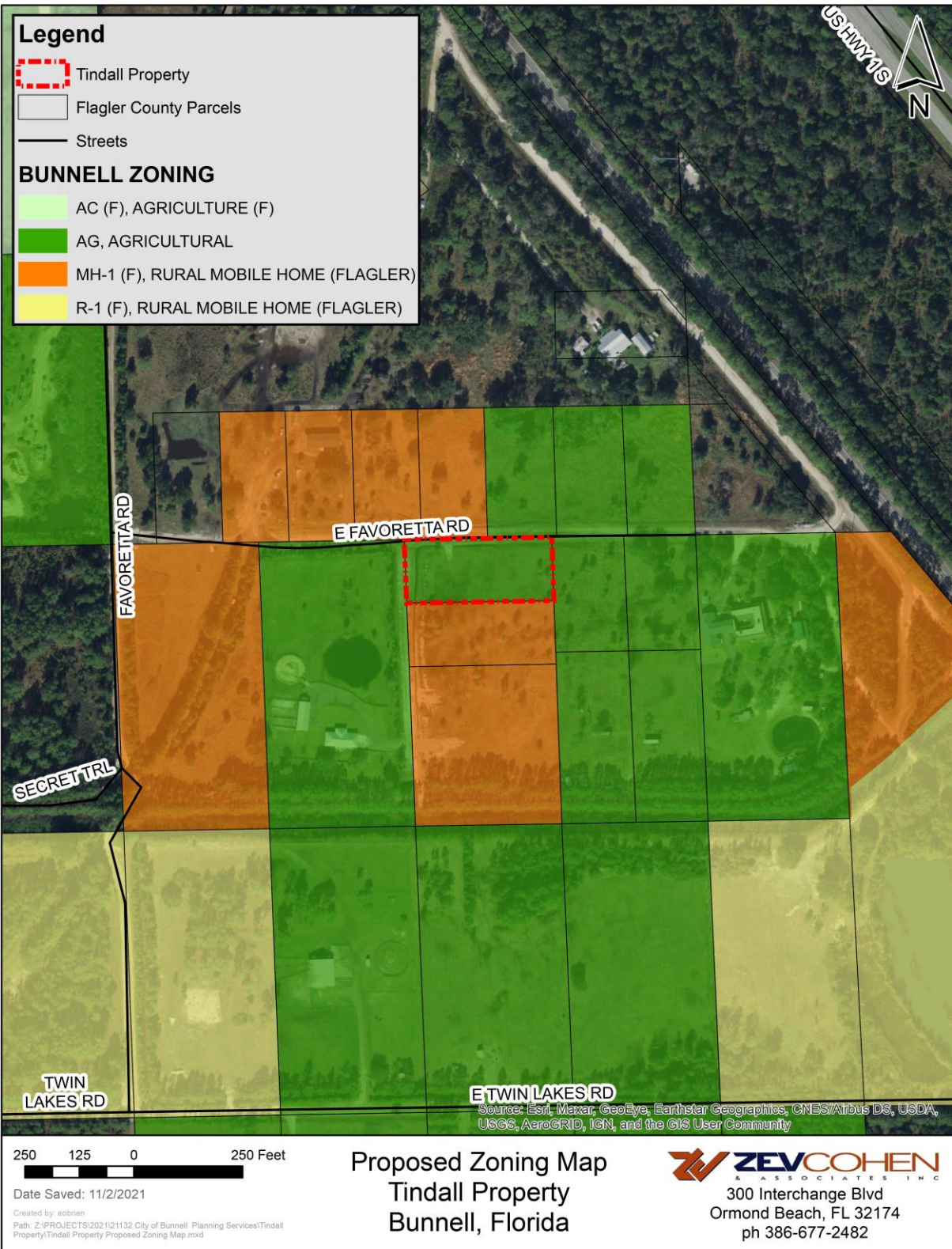
---

Kristen Bates, CMC, City Clerk

Seal:

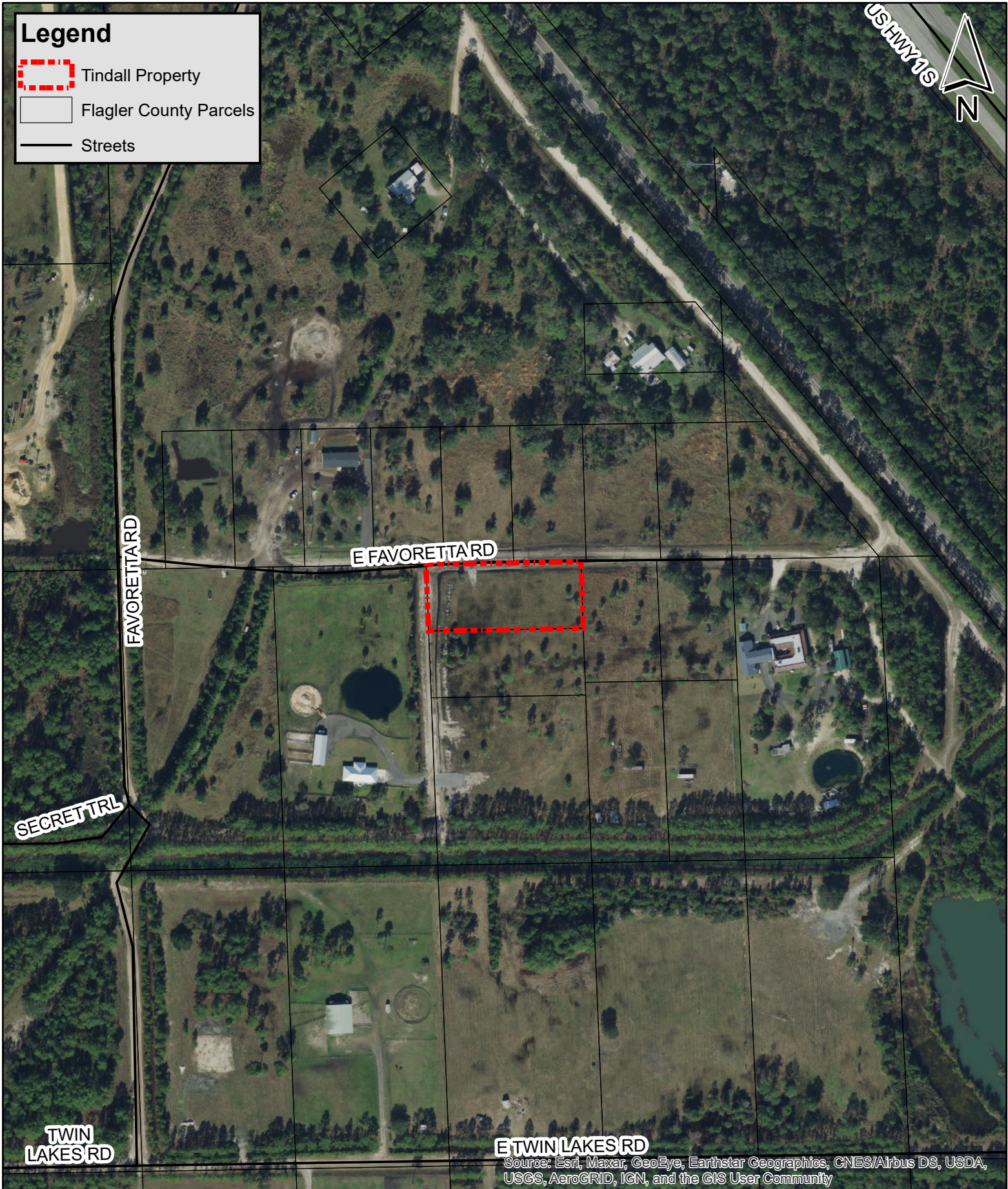
# Exhibit "A"

## Proposed Zoning Map

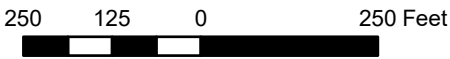


# Legend

-  Tindall Property
-  Flagler County Parcels
-  Streets



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Date Saved: 11/2/2021

Created by: eobrien  
Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Tindall Property\Tindall Property Aerial Map.mxd

## Aerial Map Tindall Property Bunnell, Florida



300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482



## City of Bunnell, Florida

### Agenda Item No. E.3.

Document Date: 2/8/2022 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2022-07 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.34± acres of land, owned by Village Maisonettes LLC and Carl & Francine Lilavois, Bearing the Parcel IDs: 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091 from Single Family Medium Density to Multi-Family. - Second Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Ord 2022-07 Lilavois Proposed FLUM Amendment	Ordinance
Lilavois 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 on a 0.34± acre property from "Single Family Medium Density" to "Multi-Family".

There is a companion rezoning request to amend the City's official zoning map to change the zoning of this property from the "R-2, Multi-Family Residential" district to the "R-3B, Multi-Family Residential" district.

The Planning, Zoning and Appeals Board heard this request at their December 7, 2021 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This item was last heard at the February 14, 2022 City Commission Meeting. At this meeting, the City Commission voted to approve the proposed ordinance. Second Reading was delayed to allow the City's EAR Amendment (Ordinance 2022-01) to be adopted. This item was advertised in the May 12, 2022 edition of the Palm Coast Observer.

#### Background:

The applicants, Village Maisonettes LLC and Carl & Francine Lilavois, own a 0.34± acre property

located 103 N Forsyth Street Unit A. It is comprised of 2 parcels, one parcel contains an existing duplex. The other parcel is vacant. The applicants plan to construct a multi-family dwelling on the vacant parcel.

The property's current FLUM designation is "Single-Family Medium Density". The "Single-Family Medium Density" designation allows single-family dwellings or attached single-family dwellings at a density of up to 8 units per acre.

The proposed FLUM designation is "Multi-Family". The "Multi-Family" designation allows multi-family dwellings at densities from 8 dwelling units up to 20 dwelling units per acre.

Under the current FLUM designation, 2 dwelling units can be built on the the subject property based on its 0.34 acre size. The proposed FLUM would allow up to 6 units or 4 additional units to be constructed. Given the size and configuration of the property it will yield less units.

**Staff Recommendation:**

Adopt Ordinance 2021-XX Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.34± acres of land, owned by Village Maisonettes LLC and Carl & Francine Lilavois, Bearing the Parcel IDs: 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091 from Single Family Medium Density to Multi-Family. - Second Reading

**City Attorney Review:**

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

## ORDINANCE 2022-07

**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 CONTAINING 0.34± ACRES, OWNED BY VILLAGE MAISONETTES LLC AND CARL & FRANCINE LILAVOIS, BEARING PARCEL IDS: 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091, LOCATED AT 103 N FORSYTH ST UNIT A WITHIN THE BUNNELL CITY LIMITS FROM SINGLE FAMILY MEDIUM DENSITY TO MULTI-FAMILY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; 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 real property which is the subject of this Ordinance is described by Tax Identification Parcel Numbers 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091, located in the City of Bunnell; and

**WHEREAS**, the owners of the property, Village Maisonettes LLC and Carl & Francine Lilavois, have requested this change to the future land use; and

**WHEREAS**, the City of Bunnell has not had any small-scale land use amendments since November 22, 2021 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

**WHEREAS**, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on December 7, 2021 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended 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 ENACTED 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 *2030 Comprehensive Plan* pertaining to the subject property.

(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 *2030 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 *2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the "Multi-Family" land use designation to the real property which is the subject of this Ordinance as set forth herein.

(b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

**LEGAL DESCRIPTION:** TOWN OF BUNNELL BLK 271 FRACTIONAL LOTS 9 & 10 AND A PART OF VACATED ALLEY. A/K/A A PORTION OF PARCEL "A" OR 67 PG 404, OR 97 PG 363, OR 202 PG 89, OR 237 PG 346OR 294 PG 611 OR 360 PG 113 & A PART OF SW1/4 OF NE 1/4 SOUTH OF LOTS 9-10 & NORTH SR11 SOUTH

AND

TOWN OF BUNNELL BLK 271 PT OF FRACTIONAL LOT 9 & PT OF VACATED ALLEY A/K/A A PORTION OF PARCEL "A" DES AS PARCEL "2" POR BEING THE NW CRNR OF SW 1/4 OF NE 1/4 THENCE NE 1043.43' TO POB NE 22.17' SE 68.50' TO N ROW SR11 SW 113.50' NW 68.50' NE 90.83' TO P

**ADDRESS:** 103 N FORSYTH ST UNIT A

**TAX PARCEL IDENTIFICATION NUMBER:** 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091

**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 *2030 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 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 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 *2030 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 controlling State law.

First Reading: approved on this 14<sup>th</sup> day of February 2021.

Second Reading: adopted on this 23<sup>rd</sup> day of May 2022.

**CITY COMMISSION, City of Bunnell, Florida.**

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

Approved for form and content by:

---

Vose Law Firm, City Attorney

Attest:

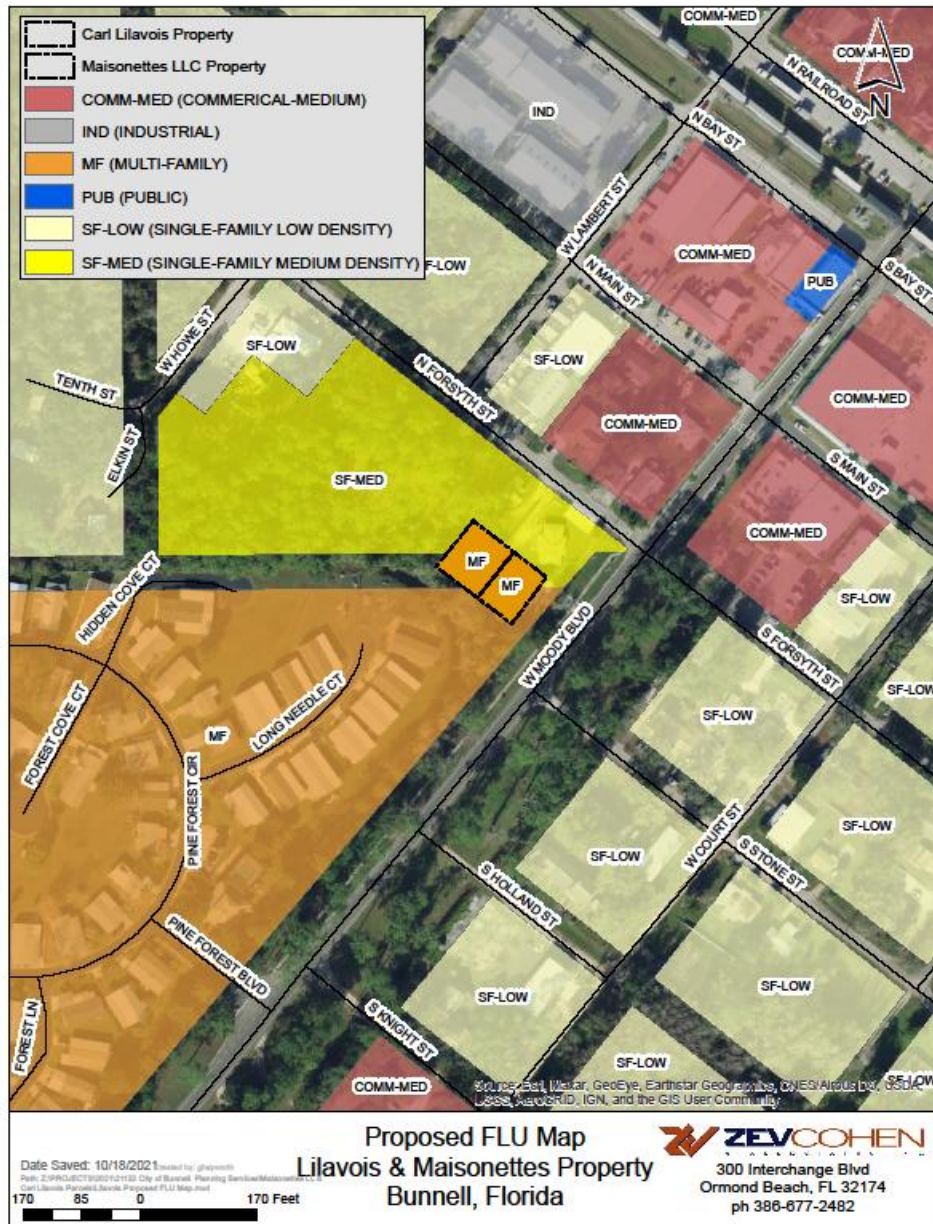
---

Kristen Bates, City Clerk, CMC

Seal:

# EXHIBIT A

## Proposed Future Land Use Amendment



Maisonettes LLC Property  
 Carl Lilavois Property



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Info:  
 Date Saved: 10/12/2021 created by: jdurant  
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Maisonettes LLC & Carl Lilavois Parcels\Lilavois Location Map.mxd  
 710 355 0 710 Feet

## Location Map

# Lilavois & Maisonettes Property

## Bunnell, Florida



300 Interchange Blvd  
 Ormond Beach, FL 32174  
 ph 386-677-2482



## City of Bunnell, Florida

### Agenda Item No. E.4.

Document Date: 2/8/2022 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2022-08 Requesting to change the official zoning map for 0.34± acres of land, owned by Village Maisonettes LLC and Carl & Francine Lilavois, Bearing the Parcel IDs: 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091 from "R-2, Multi-Family Residential" District to the "R-3B, Multi-Family Residential" District. - Second Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Ord 2022-08 Lilavois Proposed Rezoning	Ordinance
Lilavois Location Map	Location Map(s)

#### Summary/Highlights:

The applicant is requesting an amendment to the official zoning map to change the zoning on a 0.34± acre property from the "R-2, Multi-Family Residential" district to the "R-3B, Multi-Family Residential" district.

There is a companion FLUM amendment application requesting to change the Future Land Use Map (FLUM) designation from the "Single Family Medium Density" to the "Multi-Family" future land use category .

The Planning, Zoning and Appeals Board heard this request at their December 7, 2021 Meeting. At that meeting, the PZA Board voted to recommend approval of the proposed ordinance.

This item was last heard at the February 14, 2022 City Commission Meeting. At this meeting, the City Commission voted to approve the proposed ordinance. Second Reading was delayed to allow the City's EAR Amendment (Ordinance 2022-01) to be adopted. This item was advertised in the May 12, 2022 edition of the Palm Coast Observer.

#### Background:

The applicants, Village Maisonettes LLC and Carl & Francine Lilavois, own a 0.34± acre property

located at 103 N Forsyth Street. It is comprised of 2 parcels, one parcel contains an existing duplex. The other parcel is vacant. The applicants plan to construct a multi-family dwelling on the vacant parcel.

The property is currently zoned "R-2, Multi-Family Residential". The "R-2, Multi-Family Residential" zoning district allows single family and multi-family dwellings with a "diverse medium density residential character". The R-2 has a 10,000 SF minimum lot size and requires 5,000 SF for each additional dwelling unit over 2. The R-2 maximum yield on the subject property is a gross density of 2 units.

The proposed zoning classification is "R-3B, Multi-Family Residential" district. This district provides for higher density residential developments. The R-3B has a 7,260 SF minimum lot size and requires 2,000 SF for each additional unit over 2. The R-3B maximum yield on the subject property is a gross density of 5 dwelling units.

The proposed R-3B zoning is consistent with the proposed FLUM designation and in keeping with the pattern of surrounding development.

**Staff Recommendation:**

Adopt Ordinance 2022-08 Requesting to change the official zoning map for 0.34± acres of land, owned by Village Maisonettes LLC and Carl & Francine Lilavois, Bearing the Parcel IDs: 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091 from "R-2, Multi-Family Residential" District to the "R-3B, Multi-Family Residential" District. - Second Reading

**City Attorney Review:**

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

## ORDINANCE 2022-08

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING 0.34± ACRES, OWNED BY VILLAGE MAISONETTES LLC AND CARL & FRANCINE LILAVOIS, BEARING PARCEL IDS: 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091 LOCATED AT 103 N FORSYTH ST UNIT A WITHIN THE BUNNELL CITY LIMITS FROM THE “R-2, MULTI-FAMILY RESIDENTIAL” DISTRICT TO THE “R-3B, MULTI-FAMILY RESIDENTIAL” DISTRICT; 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**, Village Maisonettes LLC and Carl & Francine Lilavois, the owners of certain real property, which land totals 0.34± acres in size located at 103 N Forsyth Street Unit A and is assigned Tax Parcel Identification Numbers 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091 by the Property Appraiser of Flagler County; and

**WHEREAS**, Flagler County Board of County Commissioners 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 property rezoned to “R-3B, Multi-family Residential” district zoning classification from the existing “R-2, Multi-family Residential” district zoning classification; and

**WHEREAS**, the City’s Community 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 is 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 December 7, 2021 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 subject property, which is 0.34± acres in size, is located 103 N FORSYTH ST UNIT A in the City of Bunnell.
- (c) 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 property, as depicted in the map attached to this Ordinance, and totaling 0.34± acres in size, shall be rezoned to the “R-3B, Multi-family Residential” district zoning classification from the existing “R-2, Multi-family Residential” district zoning classification;

**LEGAL DESCRIPTION:** TOWN OF BUNNELL BLK 271 FRACTIONAL LOTS 9 & 10 AND A PART OF VACATED ALLEY. A/K/A A PORTION OF PARCEL "A" OR 67 PG 404, OR 97 PG 363, OR 202 PG 89, OR 237 PG 346OR 294 PG 611 OR 360 PG 113 & A PART OF SW1/4 OF NE 1/4 SOUTH OF LOTS 9-10 & NORTH SR11 SOUTH  
AND

TOWN OF BUNNELL BLK 271 PT OF FRACTIONAL LOT 9 & PT OF VACATED ALLEY A/K/A A PORTION OF PARCEL "A" DES AS PARCEL "2" POR BEING THE NW CRNR OF SW 1/4 OF NE 1/4 THENCE NE 1043.43' TO POB NE 22.17' SE 68.50' TO N ROW SR11 SW 113.50' NW 68.50' NE 90.83' TO P

**ADDRESS:** 103 N FORSYTH ST UNIT A

**TAX PARCEL IDENTIFICATION NUMBER:** 10-12-30-0850-02710-0090 & 10-12-30-0850-02710-0091

- (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 2022-07.

First Reading: on this 14th day of February 2022.

Second/Final Reading: adopted on this 23<sup>rd</sup> day of May 2022.

**CITY COMMISSION, City of Bunnell, Florida.**

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

Approved for form and content by:

---

Vose Law Firm, City Attorney

Attest:

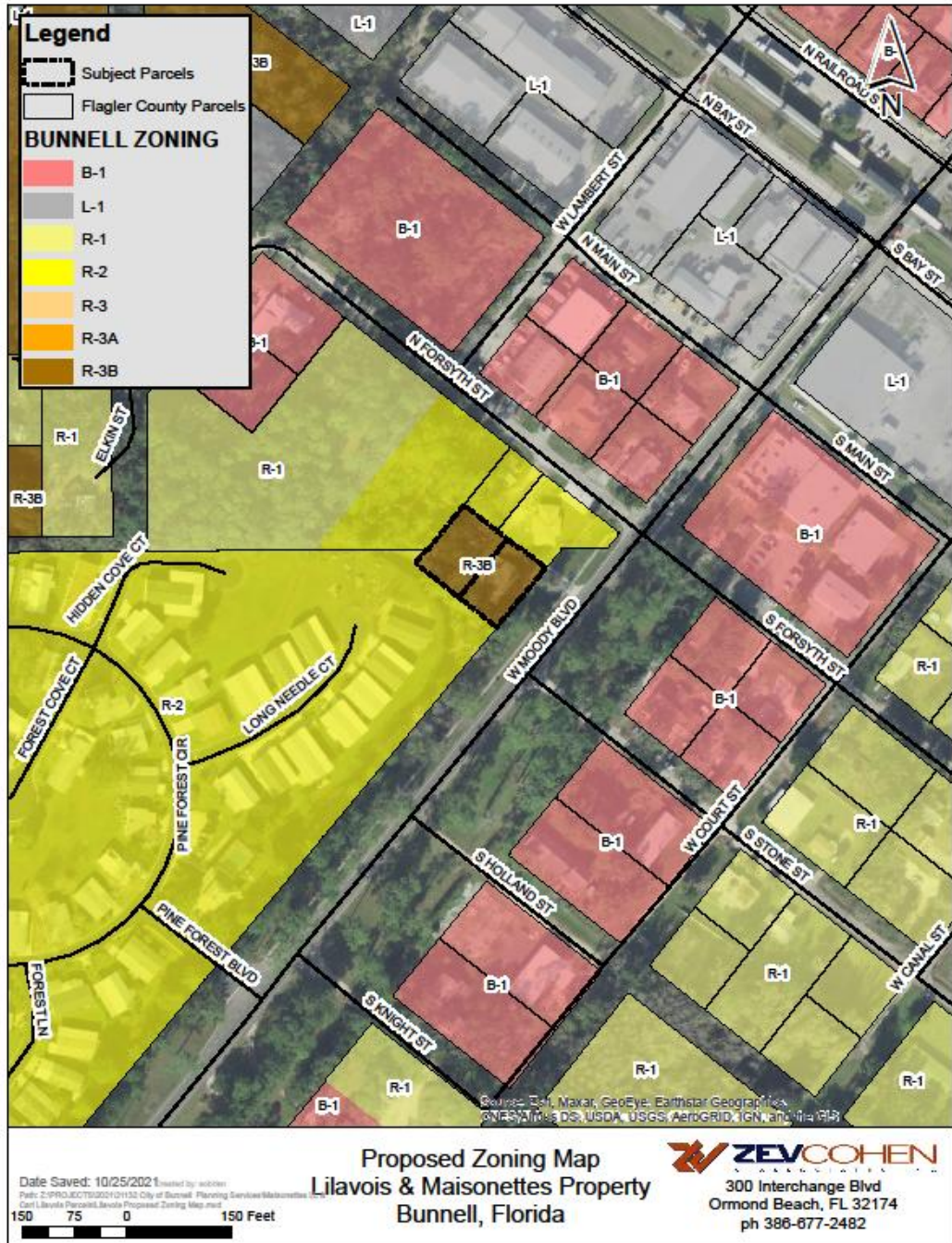
---

Kristen Bates, CMC, City Clerk

Seal:

# Exhibit "A"

## Proposed Rezoning



Maisonettes LLC Property  
 Carl Lilavois Property



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Info:  
 Date Saved: 10/12/2021 created by: jdurant  
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Maisonettes LLC & Carl Lilavois Parcels\Lilavois Location Map.mxd

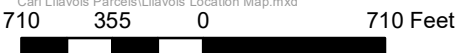
## Location Map

# Lilavois & Maisonettes Property

## Bunnell, Florida



300 Interchange Blvd  
 Ormond Beach, FL 32174  
 ph 386-677-2482





## City of Bunnell, Florida

### Agenda Item No. E.5.

Document Date: 5/10/2022 Amount:  
Department: Infrastructure Account #:  
Subject: Ordinance 2022-12 Amending the Bunnell Land Development Code Chapter 22 Site Plan Review and Approval amending minimum standards of construction. - Second Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Infrastructure

#### **ATTACHMENTS:**

Description	Type
Proposed Ordinance	Ordinance
Exhibit "A" to Ordinance Final Engineering Standards	Exhibit

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

This is a request to amend the Bunnell Land Development Code Chapter 22 Site Plan Review and Approval.

This item was heard by the Planning, Zoning and Appeals Board at its April 5, 2022 meeting. The Planning, Zoning and Appeals Board voted to recommend approval of the proposed ordinance.

In accordance with Florida Statute, this item was advertised in the April 28, 2022 edition of the Palm Coast Observer for First Reading and in the May 12, 2022 edition of the Palm Coast Observer for Second Reading.

#### **Background:**

On June 17, 2014, the Planning, Zoning and Appeals Board reviewed and approved an ordinance that adopted minimum construction standards for the City of Bunnell. In August 2014, Commission approved and adopted Ordinance 2014-11 Amending the Bunnell Land Development Code Chapter 22 Site Plan Review and Approval adopting minimum construction standards.

Working in conjunction with Alliant Engineering, Staff has reviewed and updated some of the existing standards. The proposed standards are better suited for Bunnell. They represent the needs of the City while also ensuring sound, economically sustainable engineering is practiced within the City. The proposed standards will also ensure uniformity for projects and developments

where any roadways and/or utilities will be dedicated to the City.

**Staff Recommendation:**

Adopt Ordinance 2022-12 Amending the Bunnell Land Development Chapter 22 Site Plan Review and Approval amending the minimum standards of construction. - Second Reading

**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Reviewed

## ORDINANCE 2022-12

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL LAND DEVELOPMENT CODE CHAPTER 22 SITE PLAN REVIEW AND APPROVAL; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE MINIMUM STANDARDS OF CONSTRUCTION; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY AND APPLICABILITY; AND PROVIDING 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**, the *Bunnell Land Development Code* provides for procedures for site plan review and approval; and

**WHEREAS**, the City currently has formal minimum standards for construction; and

**WHEREAS**, said procedures are in need of revision; and

**WHEREAS**, Section 163.3174(4)(c), *Florida Statutes*, requires the local planning agency to review proposed land development regulations and amendments, and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or element or portion thereof; and

**WHEREAS**, the Planning, Zoning and Appeals Board reviewed this Ordinance at its April 5, 2022 meeting and recommends adoption; and

**WHEREAS**, the City of Bunnell hereby amends and updates the Bunnell Standard Construction Details and Notes 2022 Edition; and

**WHEREAS**, the Bunnell Standard Construction Details and Notes 2022 Edition are hereby incorporated by reference; and

**WHEREAS**, the City Commission of the City of Bunnell finds it is in the best interest and welfare of the citizens of the City to amend this Ordinance; and

**WHEREAS**, the City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA AS FOLLOWS:**



**Section 1. Amendment to Chapter 22, Land Development Code.** Chapter 22 Site Plan Review and Approval, the *City of Bunnell Land Development Code* is hereby amended and incorporated by reference as shown in Exhibit A.

**Sec. 22-12. – Minimum Construction Standards.**

(a) Any development or project meeting the requirements of *Section 22-3 Applicability* in which the roadways and/or utilities will be dedicated to the City shall be constructed in accordance with the Bunnell Standard Construction Details and Notes 2022 2014 Edition as amended from time to time ~~or as subsequently amended.~~

**Section 2. Implementing Administrative Actions.**

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules. All development orders shall be issued in a manner consistent with controlling law and rendered in appealable form with the City Clerk. Denials of development approvals shall be issued in accordance with controlling law to include, but not be limited to, Section 166.033, *Florida Statutes*.

**Section 3. Savings.**

The prior actions of the City of Bunnell relating to the regulation of landscaping, tree protection, tree removal and related matters are hereby ratified and affirmed.

**Section 4. Codification.**

The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Bunnell Land Development Code* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 2, 3, 4, 5, 6 and 7 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**Section 5. Conflicts.**

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 7. Effective Date.** This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 9<sup>th</sup> day of May 2022.

Second Reading: approved on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**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

Seal:



**MINIMUM  
ENGINEERING  
STANDARD  
CONSTRUCTION  
DETAILS AND NOTES  
2022**

# STANDARD CONSTRUCTION DETAILS

## TABLE OF CONTENTS

### SECTION I RO-DW-Y DET-ILS

R-1-	RO-DW-Y CONSTRUCTION NOTES
R-1B	RO-DW-Y CONSTRUCTION NOTES
R-1C	RO-DW-Y CONSTRUCTION NOTES
R-2	50' OR 60' R/W RO-D SECTION
R-3	80' R/W RO-D SECTION WITH MEDI-N
R-4	ST-ND-RD CURB CONSTRUCTION
R-5	ST-ND-RD P-VING DET-IL
R-6-	TECHNIC-L SPECIFIC-TIONS FOR TESTING REQUIREMENTS
R-6B	TECHNIC-L SPECIFIC-TIONS FOR TESTING REQUIREMENTS
R-7	SEEDING -ND MULCHING
R-8	P-VEMENT CUT -ND P-TCH

### SECTION II STORM W-TER DET-ILS

ST-1-	STORM DR-IN-GE CONSTRUCTION NOTES
ST-1B	STORM DR-IN-GE CONSTRUCTION NOTES
ST-1C	STORM DR-IN-GE CONSTRUCTION NOTES
ST-2	CONCRETE SPILLW-Y
ST-3	STORM INLET -PRON
ST-6	M-NHOLE RING -ND COVER DET-IL
ST-8	SKIMMER DET-IL

### SECTION III W-TER/RECL-IMED W-TER SYSTEM DET-ILS

W-1-	GENER-L NOTES: W-TER
W-1B	GENER-L NOTES: W-TER
W-1C	GENER-L NOTES: W-TER
W-2	G-TE V-LVE & V-LVE BOX
W-3	W-TER L-TER-L SERVICE
W-5	PVC & DIP RESTR-INED JOINT T-BLE
W-6-	DOUBLE CHECK B-CKFLOW PREVENTER (FIRE LINE) 3/4", 1", 1-1/2" OR 2"
W-6B	REDUCED PRESSURE B-CKFLOW PREVENTER (POT-BLE W-TER) 3" OR 4"
W-6C	REDUCED PRESSURE B-CKFLOW PREVENTER (POT-BLE W-TER) 6" OR 8"
W-6D	REDUCED PRESSURE B-CKFLOW PREVENTER (POT-BLE W-TER & IRRIG-TION) 3/4", 1", 1 1/2", OR 2"
W-6E	DOUBLE CHECK DETECTOR B-CKFLOW PREVENTER (DEDIC-TED FIRE LINE) 4", 6", 8", 10"
W-7	W-TER M-IN INST-LL-TION BETWEEN STORM INLET -ND SIDEW-LK
W-8	FIRE HYDR-NT -SSEMBLY
W-9-	W-TER M-IN SEP-R-TION
W-9B	PIPE CROSSING
W-10	-UTOM-TIC -IR RELE-SE V-LVE
W-11	BLOW OFF -SSEMBLY
W-12	W-TER METER -SSEMBLY

# STANDARD CONSTRUCTION DETAILS

## TABLE OF CONTENTS

### SECTION IV S-NIT-RY SEWER DET-ILS

S-1-	S-NIT-RY SEWER CONSTRUCTION NOTES
S-1B	S-NIT-RY SEWER CONSTRUCTION NOTES
S-1C	S-NIT-RY SEWER CONSTRUCTION NOTES
S-2	OUTSIDE DROP CONNECTION DET-IL
S-3	SH-LLOW M-NHOLE
S-4	INSIDE DROP CONNECTION (FOR EXISTING M-NHOLES)
S-5	RUBBER BOOT -ND PREC-ST JOINT CONNECTION DET-IL
S-6	SEWER L-TER-L DET-IL
S-7	CLE-NOUT DET-IL
S-8	S-NIT-RY SEWER CROSSING DET-IL
S-9-	TYPE "-" PREC-ST M-NHOLE
S-9B	M-NHOLE RING & COVER DET-IL
S-10	-UTOM-TIC -IR RELE-SE V-LVE
S-12-	GRE-SE INTERCEPTOR DET-IL
S-12B	GRE-SE INTERCEPTOR NOTES
S-13	PRIV-TE PUMP-OUT DET-IL

### SECTION V MISCELL-NEOUS DET-ILS

M-1-	REQUIREMENTS FOR -S-BUILT DR-WINGS (P-VING & DR-IN-GE)
M-1B	REQUIREMENTS FOR -S-BUILT DR-WINGS (W-TER & SEWER)
M-2	GENER-L CONSTRUCTION NOTES
M-3	SIDEW-LK, R-MP, -ND DRIVEW-Y -PRON CONSTRUCTION REQUIREMENTS
M-4	SIDEW-LK -ND BIKEP-TH R-MP
M-5	SINGLE-USE DUMPSTER ENCLOSURE
M-6	DU-L-USE DUMPSTER ENCLOSURE
M-7	RESIDENTI-L DRIVEW-Y -PRON
M-8	BORE & J-CK DET-IL
M-9	PIPE INST-LL-TION
M-10	UTILITY PIPE LOC-TION M-TERI-LS
M-11	LOT GR-DING PL-N
M-12-	TYPIC-L M-RKINGS FOR H-NDIC-P P-RKING
M-12B	H-NDIC-P P-RKING SIGN DET-IL
M-13	TEMPOR-RY GR-VEL CONSTRUCTION ENTR-NCE
M-14	EROSION CONTROL - H-Y B-LES
M-15	EROSION CONTROL - SILT FENCE
M-16	RO-D B-RRIC-DE
M-17	DRIVEW-Y CUT REP-IR -T UTILITY CROSSING
M-18	6' CH-IN LINK FENCING DET-IL
M-19	CIP CONSTRUCTION SIGN
M-20	OUTSIDE -GENCY PERMIT CHECK LIST

### SECTION VI SEWER LIFT ST-TION DET-ILS

SLS-1	SEW-GE LIFT ST-TION DET-ILS
SLS-2	PRIV-TE COMMERCIAL GRINDER PUMP DET-ILS
SLS-3	PRIV-TE RESIDENTI-L GRINDER PUMP DET-ILS

## ROADWAY CONSTRUCTION NOTES

1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SODDED. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING AT ITS DISCRETION.
2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

<u>SWALE PROFILE GRADES</u>	<u>PROTECTION REQUIRED</u>
0.2% – 1.0%	SEEDING AND MULCHING
1.0% – 4.0%	SODDING
4.0% AND GREATER	DITCH PAVING

3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELLSOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE.
- 3A. IF OPEN CUTTING A ROADWAY IS APPROVED BY THE CITY, THE ROAD SHALL BE MILLED AND RESURFACED 25' ON EACH SIDE OF THE REPAIR.
4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF TWELVE INCHES (12") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB.
5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER.
6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED.
7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY.
8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED.
9. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%) MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT.
11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.



### STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES

INDEX

R-1A

March 2022

12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION.
13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET.
14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.
15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT (2%) SLOPE.
16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%.
17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB.
18. IF PROVIDED, CONCRETE CURBS IN NEW SUBDIVISIONS (ON BOTH SIDES OF ALL STREETS) TO BE CONSTRUCTED WITH 3000 PSI CONCRETE AT 28 DAYS.
19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB.
20. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.
21. AN "↑" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES.
22. AN "S" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES.
23. A "⊥" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.
24. A "W" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.



STANDARD CONSTRUCTION DETAIL  
ROADWAY CONSTRUCTION NOTES

INDEX

R-1B

March 2022

25. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE.
26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY.
27. STOP BARS WITHIN STATE, COUNTY, OR CITY RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND MEET REQUIREMENTS SET FORTH IN THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CURRENT EDITION, WITH THE EXCEPTION THAT TRAFFIC PAINT MAY BE UTILIZED ON CITY RIGHT-OF-WAY.
28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.
30. STANDARD TURNING RADII FOR INTERSECTIONS:
 

2-LANE ACCESS OR FEEDER	35'
LOCAL TO COLLECTOR	35'
LOCAL OR COLLECTOR TO ARTERIAL	40'
ARTERIAL TO ARTERIAL	50'
31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS.
32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATIONS (DBPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING.
34. UTILITY DEPTH (REFERENCED TO FINISHED GRADE):
  - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.
  - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 18 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 18 INCHES IN DEPTH.
  - HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION.
35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.



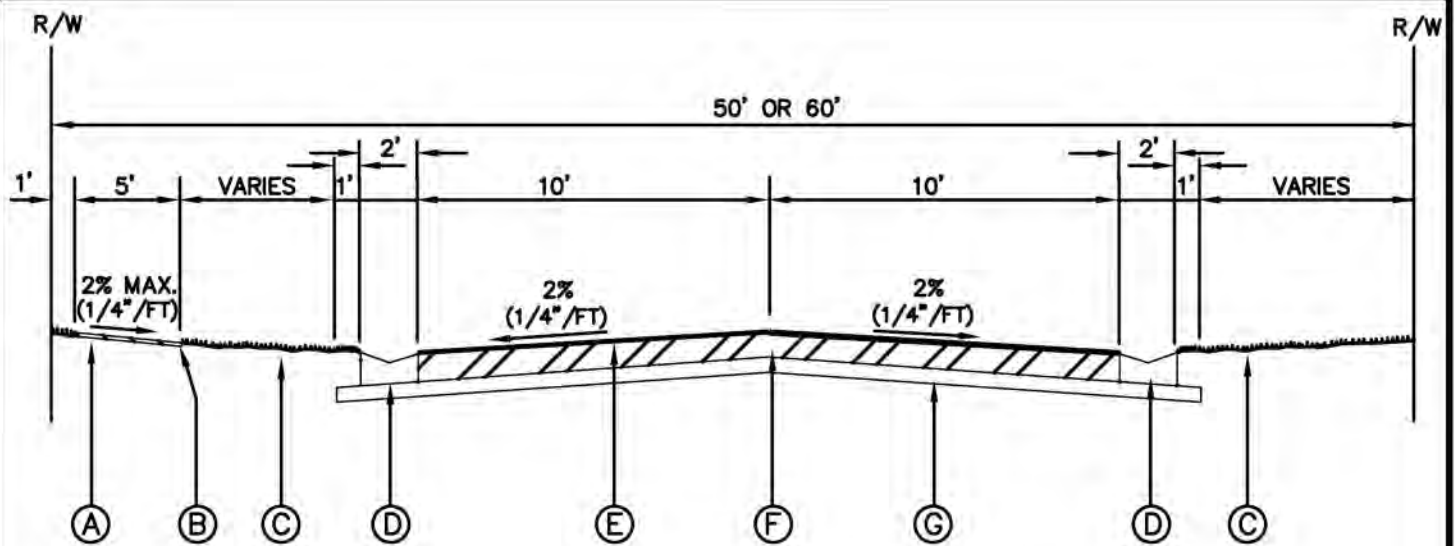
STANDARD CONSTRUCTION DETAIL  
ROADWAY CONSTRUCTION NOTES

INDEX

R-1C

March 2022





- (A) 5'-0" WIDE CONCRETE SIDEWALK  
4" THICK, 3000 P.S.I.  
6" THICK AT DRIVEWAY
- (B) MAX 6" ABOVE CENTERLINE ROAD GRADE  
MIN. EQUAL TO CENTERLINE ROAD GRADE (PER INDEX M-3(3))
- (C) SOD or SEED AND MULCH PER F.D.O.T. STANDARD SPECIFICATION SECTION 570. 1' SOD STRIP REQUIRED ADJACENT TO CURB AND AROUND DRAINAGE STRUCTURES.
- (D) CONCRETE MIAMI CURB, 3000 P.S.I. OR 6-INCH RIBBON CURB OR 6-INCH EXTENDED STABILIZED BASE.
- (E) ASPHALT PAVEMENT:  
1-1/2" ASPHALT BITUMINOUS CONCRETE TYPE SP-9.5 OR SP-12.5; MINIMUM MARSHALL FIELD STABILITY 1500.
- (F) BASE:  
6" LIMEROCK (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.  
OR  
6" CRUSHED CONCRETE (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
- (G) SUB BASE:  
12" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

**NOTE TO ENGINEER:**

ENGINEER TO SELECT  
BASE OPTION

**NOTE:**

A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES TO PERFORM ROADWAY COMPACTION AND DENSITY TESTING AS REQUIRED - SEE INDEX R-6(A/B).

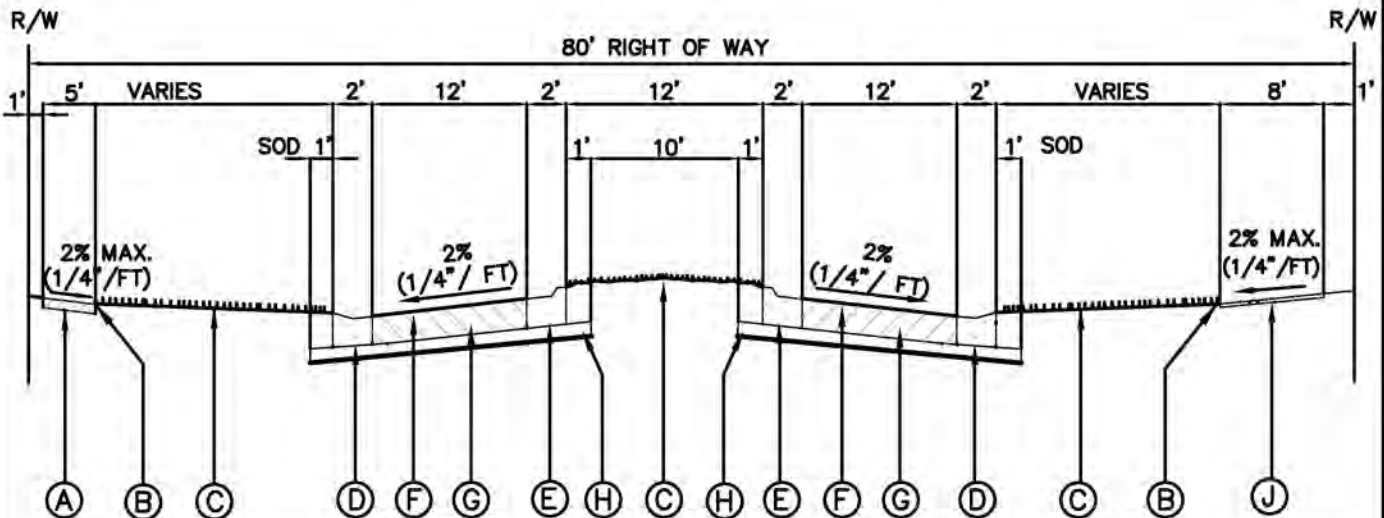


STANDARD CONSTRUCTION DETAIL  
50' OR 60' R/W/ ROAD SECTION  
NTS

INDEX

R-2

March 2022



- (A) 5'-0" WIDE CONCRETE SIDEWALK  
4" THICK, 3000 P.S.I.  
6" THICK AT DRIVEWAY
- (B) 6" MAX. ABOVE CENTERLINE ROAD GRADE  
MIN. EQUAL TO CENTERLINE ROAD GRADE (PER INDEX M-3(3))
- (C) SOD or SEED AND MULCH PER F.D.O.T. STANDARD SPECIFICATION SECTION 570.  
1' SOD STRIP REQUIRED ADJACENT TO CURB AND AROUND DRAINAGE STRUCTURES.
- (D) CONCRETE MIAMI CURB, 2500 P.S.I.
- (E) FDOT TYPE-E CONCRETE CURB, 2500 P.S.I., SLOPED TO DRAIN WATER  
FROM GUTTER TO ASPHALT PAVEMENT
- (F) ASPHALT PAVEMENT: 1-1/2" ASPHALT BITUMINOUS CONCRETE TYPE SP-9.5 OR  
SP-12.5; MINIMUM MARSHALL FIELD STABILITY 1500.
- (G) BASE:  
8" LIMEROCK (LBR 100) COMPACTED TO 98% DENSITY  
BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.  
OR  
8" CRUSHED CONCRETE (LBR 100) COMPACTED TO 98% DENSITY  
BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
- (H) SUB BASE:  
12" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180  
MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
- (J) 8'-0" WIDE CONCRETE BIKEPATH  
4" THICK, 3000 P.S.I.  
6" THICK AT DRIVEWAY

**NOTE TO ENGINEER:**

ENGINEER TO SELECT  
BASE OPTION

**NOTE:**  
A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT  
DURING ALL CONSTRUCTION PHASES TO PERFORM ROADWAY COMPACTION  
AND DENSITY TESTING AS REQUIRED. SEE INDEX R-6(A/B).

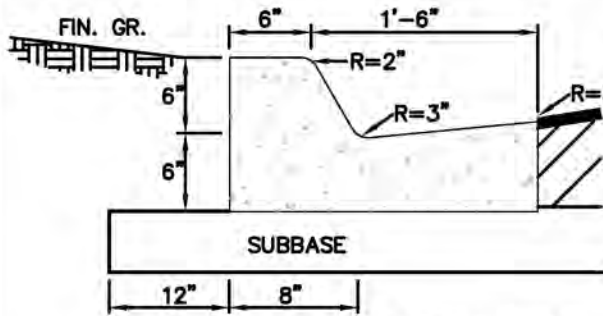


STANDARD CONSTRUCTION DETAIL  
80' R/W ROAD SECTION WITH MEDIAN  
NTS

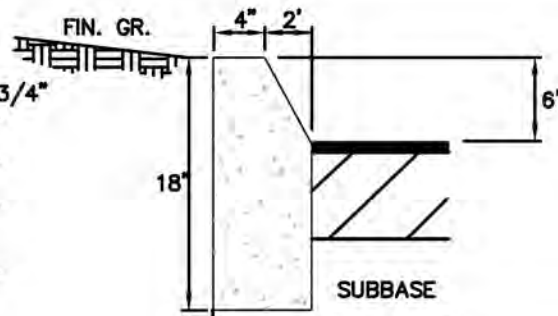
INDEX

R-3

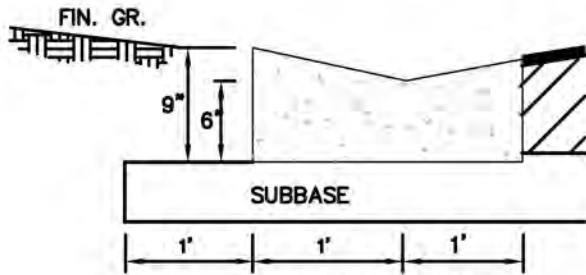
March 2022



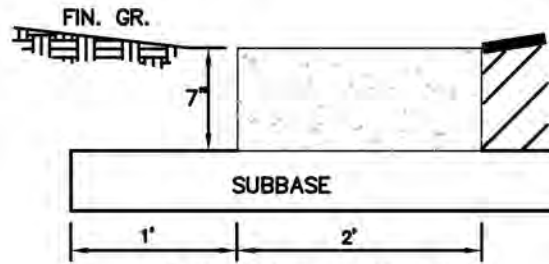
F.D.O.T. TYPE "F" CURB



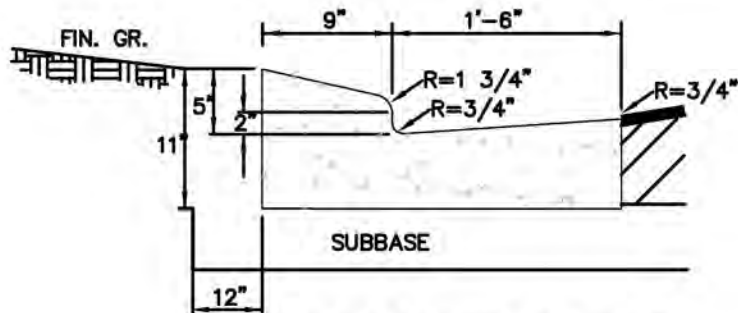
HEADER CURB



MIAMI CURB



ENVIRONMENTAL CURB



F.D.O.T. TYPE "E" CURB

NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 12" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS.



STANDARD CONSTRUCTION DETAIL  
STANDARD CURB CONSTRUCTION  
NTS

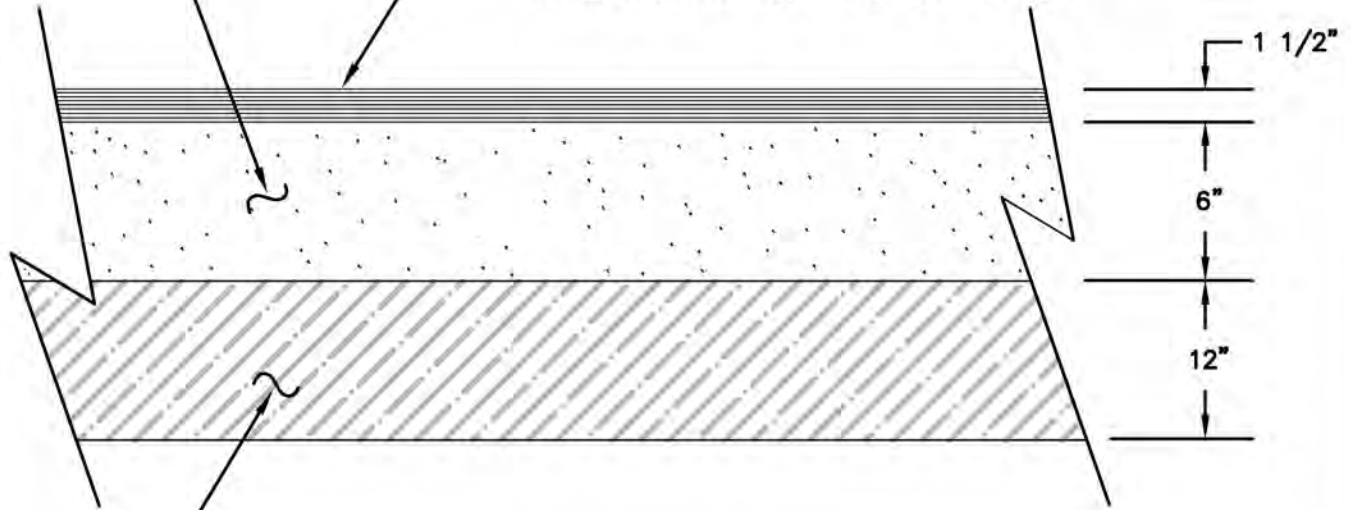
INDEX

R-4

March 2022

6" LIMEROCK BASE (LBR 100) COMPACTED TO 98%  
MAXIMUM DENSITY (AASHTO T-180)

1 1/2" FDOT TYPE SP-9.5 OR SP-12.5  
ASPHALTIC CONCRETE. 3/4" TO BE  
PLACED DURING INITIAL CONSTRUCTION,  
THEN 3/4" TO BE INSTALLED AFTER THE  
COMPLETION OF THE BUILD-OUT PHASE.



STABILIZE SUB BASE 12" DEEP 75 P.S.I. FBV (LBR 40)  
COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180)



STANDARD CONSTRUCTION DETAIL  
STANDARD PAVING DETAIL  
NTS

INDEX

R-5

March 2022

## ROADWAY COMPACTION AND DENSITY TESTING REQUIREMENTS

ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
ROADWAY SUBBASE (BOTTOM OF SUBBASE DOWN 1 FOOT)	IN-PLACE DENSITY	ONE (1) TEST/300 LF	95% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-180)	ASTM D-2937 D-2922 D-1556
STABILIZED SUBBASE	IN-PLACE DENSITY	ONE (1) TEST/300 LF	95% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-180)	ASTM D-2937 D-2922 D-1556
STABILIZED SUBBASE	FLORIDA BEARING VALUE (FBV)	ONE (1) TEST/300 LF	FBV = 75	
STABILIZED SUBBASE	LIMEROCK BEARING RATIO (LBR)	ONE (1) TEST/SOIL TYPE	LBR = 40	
LIMEROCK BASE	IN-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-180)	ASTM D-2937 D-2922 D-1556
LIMEROCK BASE	LIMEROCK BEARING RATIO (LBR)	PROVIDE CERTIFICATE FROM PLANT	LBR 100	FM 5-515
CRUSHED CONCRETE BASE	IN-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-180)	ASTM D-2937 D-1556
CRUSHED CONCRETE BASE	LIMEROCK BEARING RATIO (LBR)	(1) PER VISIBLE CHANGE IN MATERIAL BLEND	LBR 100	
ASPHALT	EXTRACTION AND GRADATION	(1) PER DAY PER MIX	PER MIX DESIGN	D-2922
ASPHALT	THICKNESS AND DENSITY	(1) PER 300 LF ROADWAY	PER MIX DESIGN AND JOB SPECS	CORING OR NUCLEAR (DENSITY ONLY)
SOIL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	(1) PER SOIL OR BASE TYPE		ASTM D-1557 (MODIFIED) ASTM D-558 (STANDARD) AASHTO T-180 (MODIFIED) AASHTO T-99 (STANDARD)
CURB SUBBASE	IN-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR (ASTM D-1557 OR AASHTO T-180)	
CURB SUBBASE (LBR)	LIMEROCK BEARING RATIO (LBR)	(1) TEST/SOIL CHANGE	LBR 40	



### STANDARD CONSTRUCTION DETAIL TECHNICAL SPECIFICATIONS FOR TESTING REQUIREMENTS

INDEX

R-6A

March 2022

## PIPED UTILITY INSTALLATION REQUIREMENTS

ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
PIPE TRENCH SUBBASE (IF SPECIFIED)	IN-PLACE DENSITY	ONE (1) TEST/300 LF	98% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
PIPED BACKFILL IN PAVED AREAS & ANY OTHER CONDITION NOT SPECIFICALLY MENTIONED	IN-PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	98% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
PIPED BACKFILL IN GREEN AREAS	IN-PLACE DENSITY	ONE (1) TEST/300 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	90% MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1556
SOIL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	ONE (1) PER SOIL OR BASE TYPE		ASTM D-2937 (MODIFIED) ASTM D-558 (STANDARD) AASHTO T-180 (MODIFIED) AASHTO T-99 (STD.)



STANDARD CONSTRUCTION DETAIL  
TECHNICAL SPECIFICATIONS FOR  
TESTING REQUIREMENTS

INDEX

R-6B

March 2022

- A. SCOPE OF WORK – THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. WATER AS NEEDED TO ESTABLISH AND MAINTAIN GRASS UNTIL ACCEPTED BY THE CITY.
- B. MATERIALS – GRASS SEED SHALL BE A MIXTURE OF:  
THE CONSTRUCTION DRAWINGS.
 

PENSACOLA BAHIA (50% SCARIFIED SEED)	80 LBS/ACRE
HULLED BERMUDA	20 LBS/ACRE
BROWN TOP MILLET	30 LBS/ACRE

IN THE FALL AND WINTER MONTHS (OCT. THRU FEB.) AND WITH THE APPROVAL OF THE CITY, ANNUAL RYE GRASS SHALL BE SUBSTITUTED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET. SEED SHALL BE PREMIXED BY A SEED COMPANY TO THE PROPORTIONS DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY, PRIOR TO USE. MULCH USED SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE OR WHEAT STRAW OF PANGOLA, PEANUT, COASTAL BERMUDA OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM UNDESIRABLE WEED AND OTHER UNDESIRABLE GRASS.

- C. METHODS – GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNDULY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE, AS STATED ABOVE. APPROXIMATELY TWO INCHES (2”), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED INFORMALLY OVER THE GRASSED AREAS (APPROXIMATELY 1 1/2 BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN.
- D. FERTILIZER –
  1. RESERVED
  2. THE FERTILIZER SHALL BE A COMMERCIAL GRANULAR TYPE WITH A CHEMICAL DESIGNATION AS RECOMMENDED IN THE SOILS ANALYSIS REPORT.
  3. THE NUMERICAL DESIGNATIONS FOR FERTILIZER INDICATE THE MINIMUM PERCENTAGES (RESPECTIVELY) OF (1) TOTAL NITROGEN, (2) AVAILABLE PHOSPHORIC ACID AND (3) WATER SOLUBLE POTASH CONTAINED IN THE FERTILIZER.
    - a) AT LEAST 50 PERCENT (50%) OF THE PHOSPHORIC ACID SHALL BE FROM A NORMAL SUPER PHOSPHATE OR AN EQUIVALENT SOURCE WHICH WILL PROVIDE A MINIMUM OF TWO UNITS OF SULFUR.
    - b) THE AMOUNT OF SULFUR SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO EACH BAG OR CONTAINER.
  4. COMMERCIAL FERTILIZERS SHALL COMPLY WITH THE STATE FERTILIZER LAWS.
  5. FERTILIZER MAY, AT THE DISCRETION OF THE ENGINEER/ARCHITECT, UPON THE PRESENTATION BY THE MANUFACTURE OF SATISFACTORY FACTORY EVIDENCE OF ITS FEASIBILITY, BE APPLIED IN LIQUID FORM.

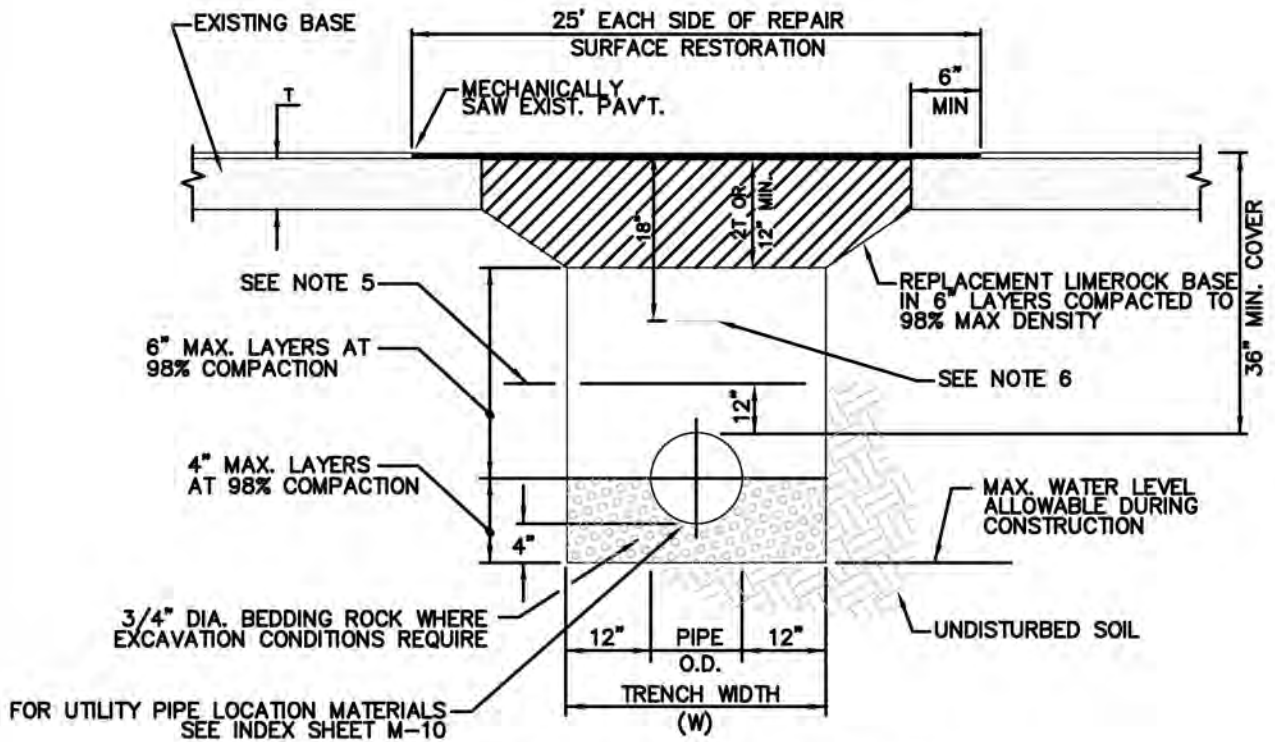


STANDARD CONSTRUCTION DETAIL  
SEEDING AND MULCHING

INDEX

R-7

March 2022



### PAVEMENT CUT AND PATCH DETAIL

#### NOTES:

1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. NEW SURFACING MATERIALS SHALL BE CONSISTENT WITH EXISTING AND SHALL HAVE LAPPED & FEATHERED JOINTS (1 1/2" MIN. THK.)
4. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180. PROVIDE COMPACTION TEST REPORTS TO CITY INSPECTOR.
5. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
6. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.
7. EIGHT INCHES (8") OF HIGH EARLY-STRENGTH CONCRETE MAY BE SUBSTITUTED FOR LIMEROCK UPON APPROVAL BY CITY.



STANDARD CONSTRUCTION DETAIL  
PAVEMENT CUT AND PATCH  
NTS

INDEX

R-8

March 2022



1. CONSTRUCTION STANDARDS FOR ALL DRAINAGE SYSTEM COMPONENTS SHALL CONFORM TO THE LATEST EDITION OF THE "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND AS SPECIFIED HEREIN.
2. ALL STORMWATER PIPES AND STRUCTURES SHALL BE INSTALLED ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
3. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW THE COMPONENT BEING INSTALLED.
4. ALL PIPES AND STRUCTURES SHALL BE PLACED TRUE TO LINES AND GRADES AS DEPICTED ON THE APPROVED PLANS.
5. ALL PIPE JOINTS SHALL BE PROPERLY HONED AND FILTER FABRIC LINED USING A METHOD TO HOLD THE FABRIC IN PLACE DURING BACKFILL.
6. BACKFILL AND COMPACT TO THE SPRING-LINE (CENTER OF PIPE) ELEVATION AND REQUEST CITY INSPECTION AND APPROVAL BEFORE CONTINUING.
7. ALL WORK COVERED WITHOUT CITY INSPECTION WILL BE REQUIRED TO BE EXCAVATED AND INSPECTED AT THE CONTRACTOR'S EXPENSE.
8. TRENCHES SHALL BE BACKFILLED AND COMPACTED WITH CLEAN GRANULAR MATERIAL IN MAX 6" LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS AND 98 PERCENT (AASHTO-T180) IN UNPAVED AREAS.
9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS AT POINTS 1' ABOVE THE PIPE AND AT A MAX. 1' VERTICAL INTERVALS TO FINISH GRADE, AT A MAXIMUM SPACING OF 100 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY'S INSPECTOR.
10. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE (RCP), HP PIPE, OR HIGH DENSITY POLYETHYLENE (HDPE) MAY BE USED AS APPROVED BY THE CITY.
11. STORM DRAINAGE PIPES WITHIN PUBLIC RIGHT-OF-WAY SHALL BE A MINIMUM OF TWELVE (12) INCH RCP DIAMETER OR EQUIVALENT.
12. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION.
13. ALL SIDE DRAIN AND CROSS DRAIN MITERED ENDS PLACED WITHIN FDOT RIGHT-OF-WAY SHALL BE CAST-IN-PLACE ONLY. ALL MITERED ENDS SHALL MEET REQUIREMENTS OF THE MOST CURRENT FDOT DESIGN STANDARDS AND FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.



## STANDARD CONSTRUCTION DETAIL

### STORM DRAINAGE CONSTRUCTION NOTES

INDEX

ST-1A

March 2022

13A. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF.

14. WET DETENTION PONDS SHALL BE EIGHT (8) FEET MINIMUM TO TWELVE (12) FEET MAXIMUM DEPTH BELOW THE DESIGN LOW OR NORMAL WATER STAGE.

15. MAXIMUM DISTANCES BETWEEN INLETS AND/OR JUNCTION BOXES:

<u>PIPES SIZE (INCHES)</u>	<u>LENGTH OF RUN (FEET)</u>
15 OR LESS	150
18	300
24 OR GREATER	400

16. ALL SWALES, DITCHES, AND DRY RETENTION POND SIDE SLOPES SHALL BE NO STEEPER THAT 4:1 (H:V) AND SHALL BE SODDED.

17. ALL RETENTION POND BACKSLOPES SHALL BE NO STEEPER THAN 3:1 (H:V) AND SHALL BE SODDED.

18. NORMAL ROADSIDE SWALES SHALL BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.

19. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.

20. A MINIMUM ONE FOOT (1') FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND WET DETENTION PONDS.

21. A MINIMUM OF TWELVE INCHES (12") FREEBOARD ABOVE THE DESIGN HIGH WATER ELEVATION IS REQUIRED AT ALL POINTS AROUND DRY RETENTION PONDS.

22. POND INFLOW SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.

23. OUTLET STRUCTURES ARE REQUIRED ON ALL PONDS. ALL OUTLET STRUCTURES SHALL BE PERMANENT CONCRETE OVERFLOW WEIRS OR CONCRETE OUTLET CONTROL STRUCTURES. NO SODDED WEIRS OR OTHER NON-PERMANENT OVERFLOW STRUCTURES SHALL BE ALLOWED.

24. SOIL EROSION CONTROL MEASURES SATISFACTORY TO THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION AND UPON COMPLETION OF THE POND.

25. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.



## STANDARD CONSTRUCTION DETAIL

STORM DRAINAGE  
CONSTRUCTION NOTES

INDEX

ST-1B

March 2022

26. ADEQUATE MAINTENANCE ACCESS AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF PONDS.
27. IN GENERAL, ALL RETENTION/DETENTION PONDS MUST BE CONSTRUCTED PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE.
28. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY DEWATERING PERMITS THAT MAY BE REQUIRED.
29. CULVERTS CROSSING RIGHT-OF-WAYS SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY.
30. ALL STORMWATER DISCHARGE FROM RETENTION/DETENTION PONDS ARE REQUIRED TO BE CHANNLED INTO DEFINED DRAINAGE PATHS TO EXISTING WATER BODIES, WETLANDS, DITCHES, ETC.
31. THE CITY REQUIRES THE DEVELOPER TO TELEWISE ANY AND ALL STORM SEWER PIPE SYSTEMS PRIOR TO ANY FINAL ACCEPTANCE BY THE CITY.
32. ALL STORM SEWER PIPE SYSTEMS SHALL BE TELEVISED IN THE PRESENCE OF THE CITY INSPECTOR AND COPIES OF THE VIDEO AND WRITTEN REPORT SHALL BE SUBMITTED IN DIGITAL FORMAT TO THE INSPECTOR AT LEAST FORTY EIGHT (48) HOURS PRIOR TO REQUESTING FINAL INSPECTIONS. ANY DEFECTS NOTED SHALL BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY.
33. ALL STORM SEWER PIPES, PRIOR TO ACCEPTANCE BY THE CITY, SHALL BE TELEVISED BY A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK. THE VIDEO SHALL BE IN DIGITAL FORMAT WITH HIGH QUALITY STANDARD RESOLUTION USING A CAMERA WITH SUITABLE LIGHTING TO ALLOW A CLEAR AND FOCUSED PICTURE OF THE ENTIRE INSIDE PIPE CIRCUMFERENCE. THE VIDEO SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING VIEWED. WRITTEN LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE DIGITAL SUBMISSION TO THE CITY.

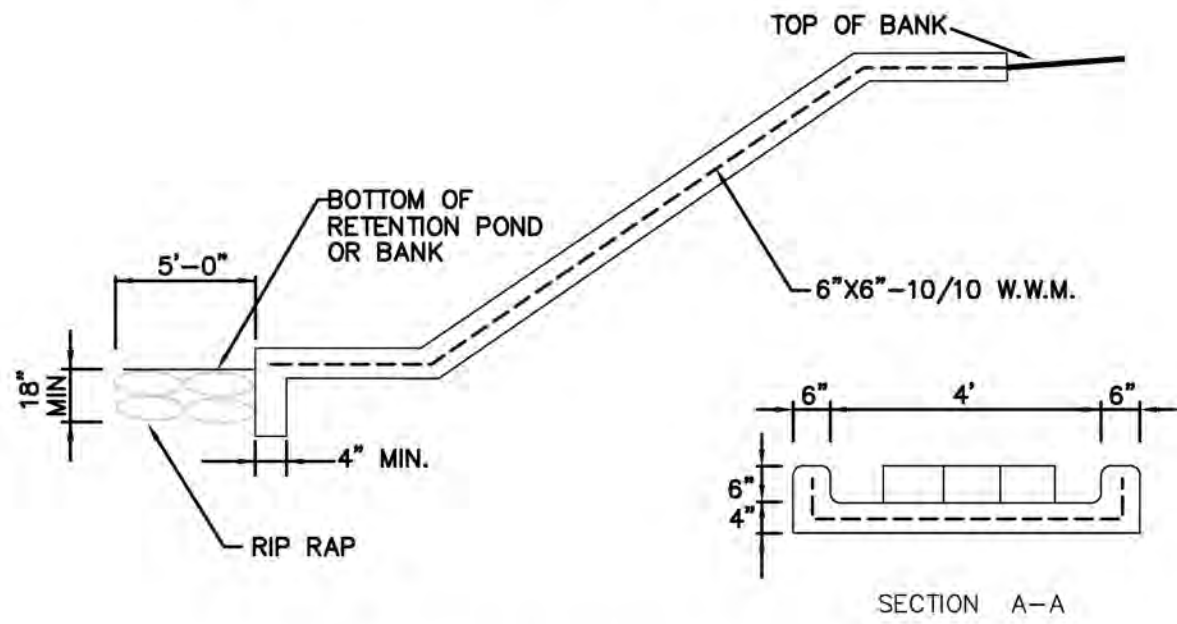
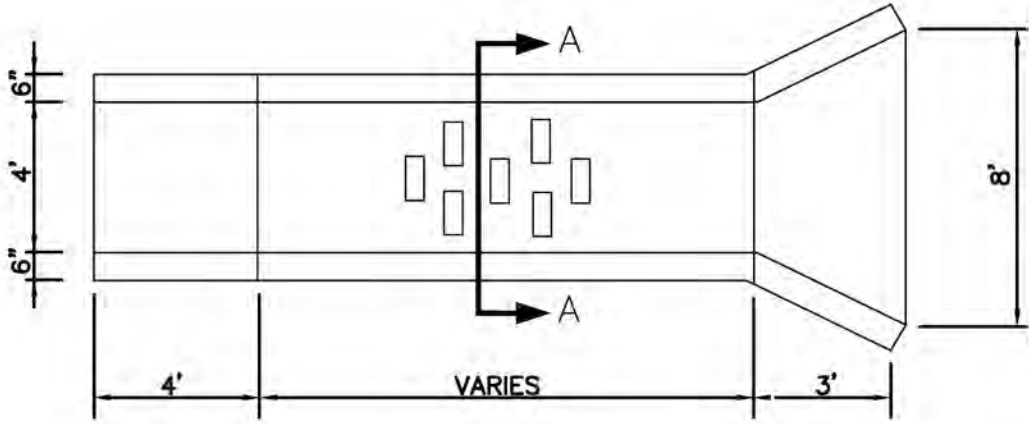


STANDARD CONSTRUCTION DETAIL  
 STORM DRAINAGE  
 CONSTRUCTION NOTES

INDEX

ST-1C

March 2022

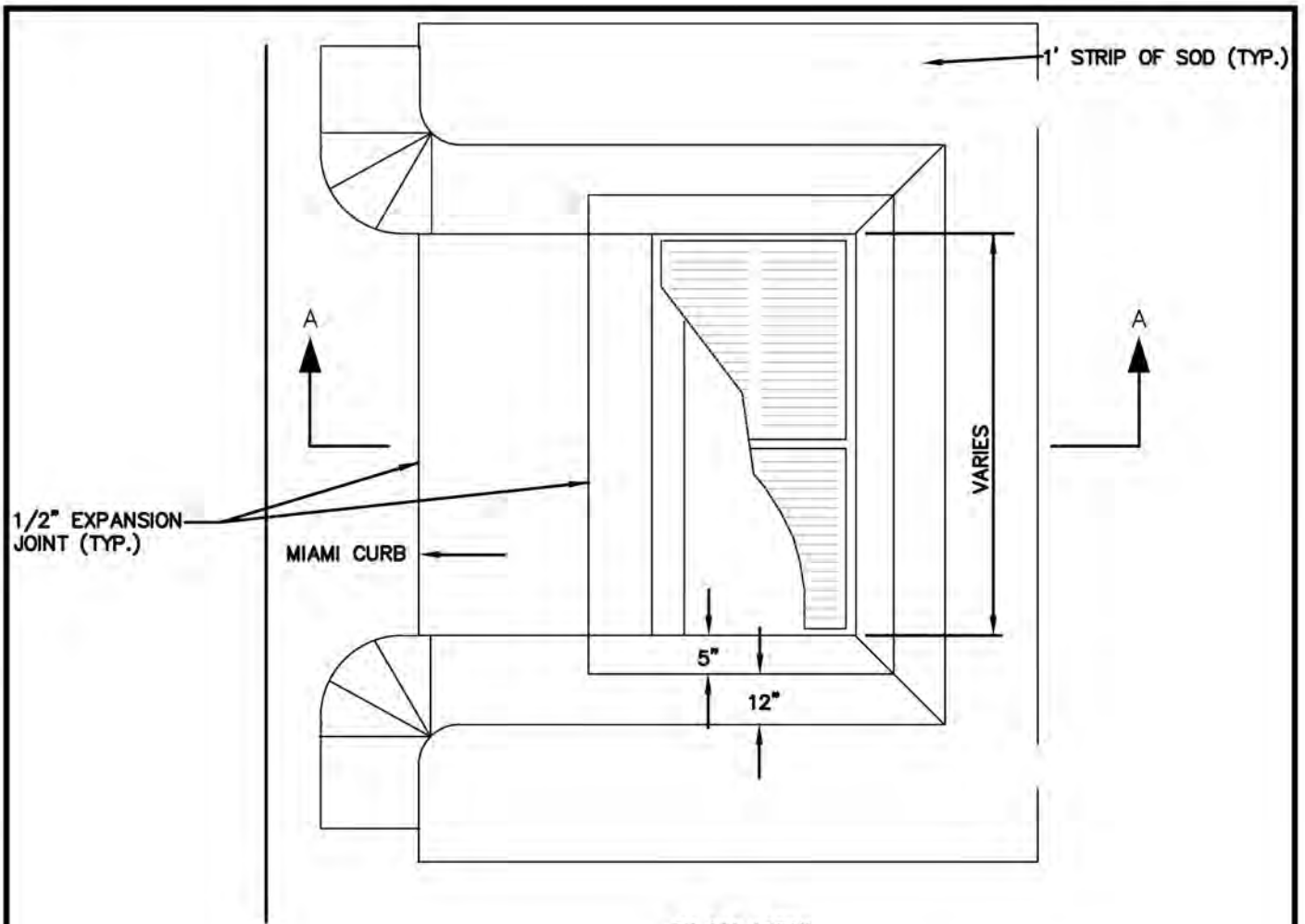


1. CONCRETE SPILLWAY TO BE 28 DAY, 3000 P.S.I., 4" THICK.
2. PLACE SOD AT LEAST 5' AROUND ALL STRUCTURE EDGES ABOVE STANDING WATER.
3. ALL EXPOSED CORNERS TO BE ROUNDED @ 3/4" MINIMUM RADIUS.

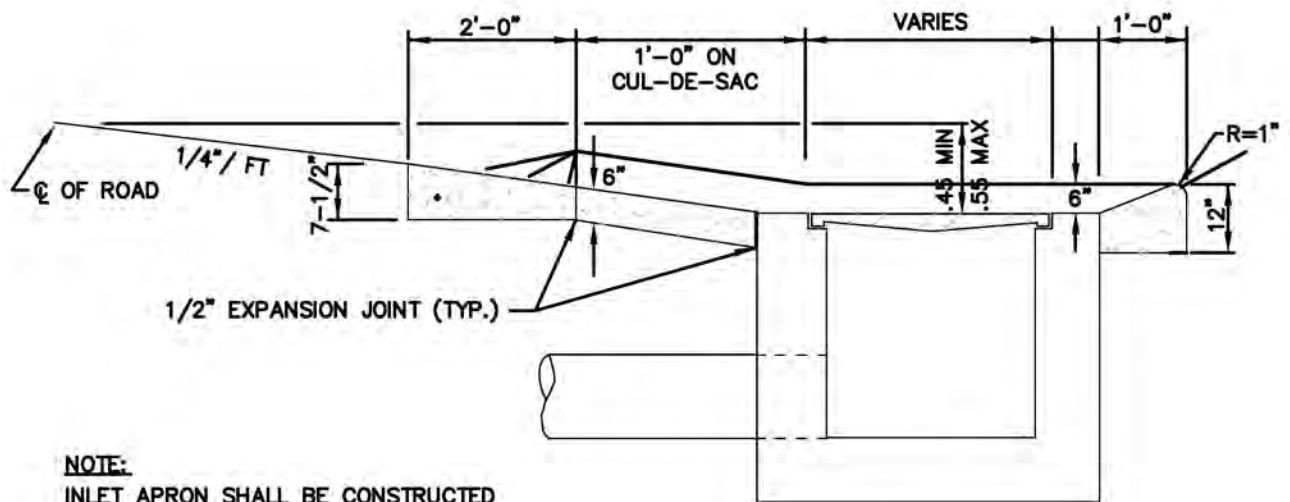


STANDARD CONSTRUCTION DETAIL  
CONCRETE SPILLWAY  
NTS.

INDEX  
ST-2  
March 2022



PLAN VIEW



SECTION A-A

**NOTE:**  
 INLET APRON SHALL BE CONSTRUCTED  
 OF 28 DAY 3000 PSI CONCRETE

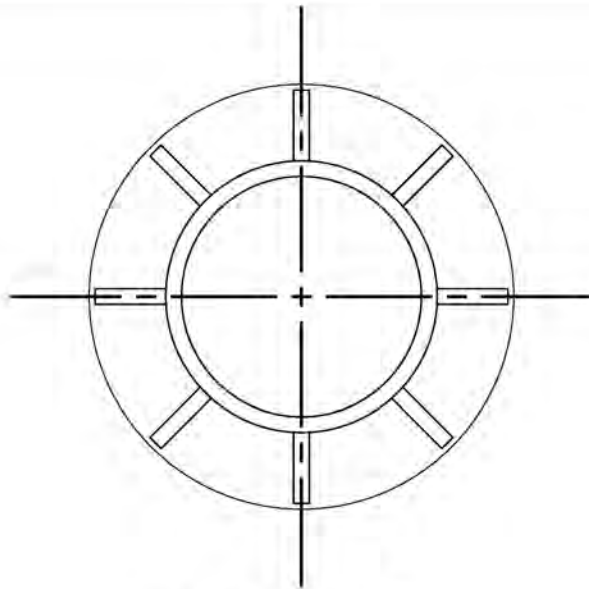


STANDARD CONSTRUCTION DETAIL  
 STORM INLET APRON  
 NTS

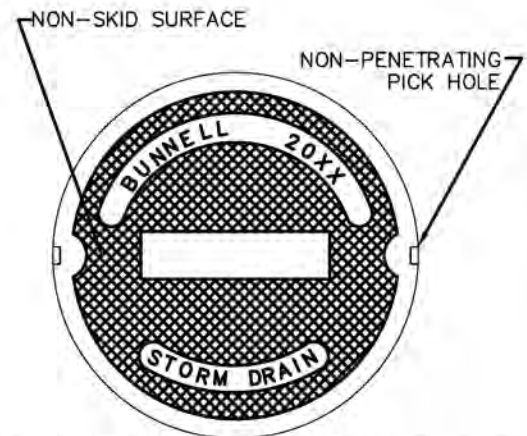
INDEX

ST-3

March 2022



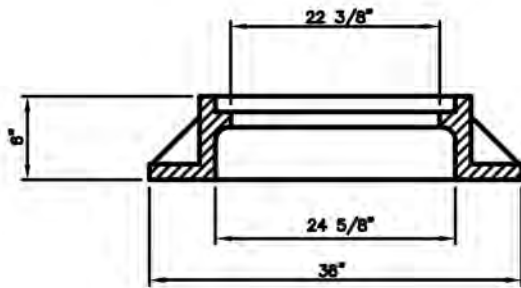
RING TOP VIEW



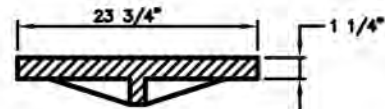
XX = USE CURRENT YEAR OF MANUFACTURE

COVER DETAIL

N.T.S.



RING SECTION



COVER SECTION

NOTE: YEAR STAMP TO MATCH CASTING YEAR

U. S. FOUNDRY 195E OR APPROVED EQUAL

COVER TYPE	LOAD RATING	COVER WEIGHT	TOTAL WEIGHT
E	HEAVY DUTY	130	325

FOR MANHOLES IN FL. D.O.T. R/W OR AS DETERMINED BY THE CITY. THE COVER TYPE SHALL BE - BJ HEAVY DUTY 200 LBS W/ ORS.

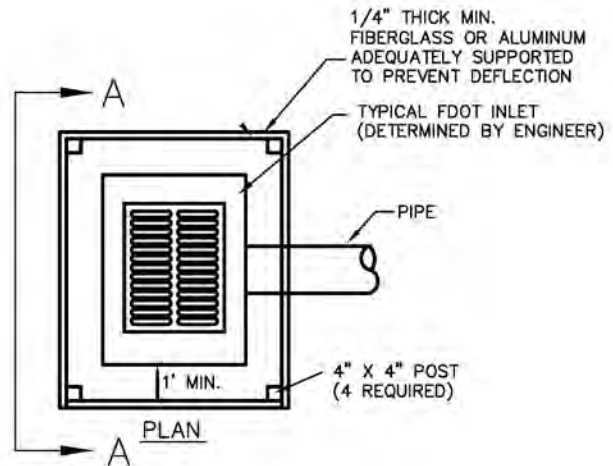
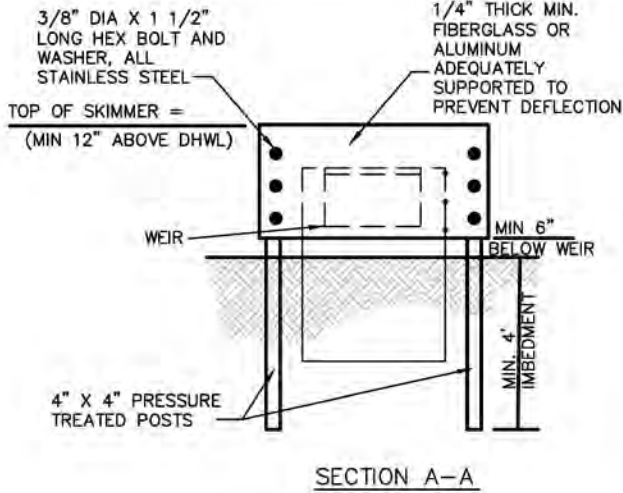


STANDARD CONSTRUCTION DETAIL  
 MANHOLE RING AND COVER DETAIL  
 N.T.S.

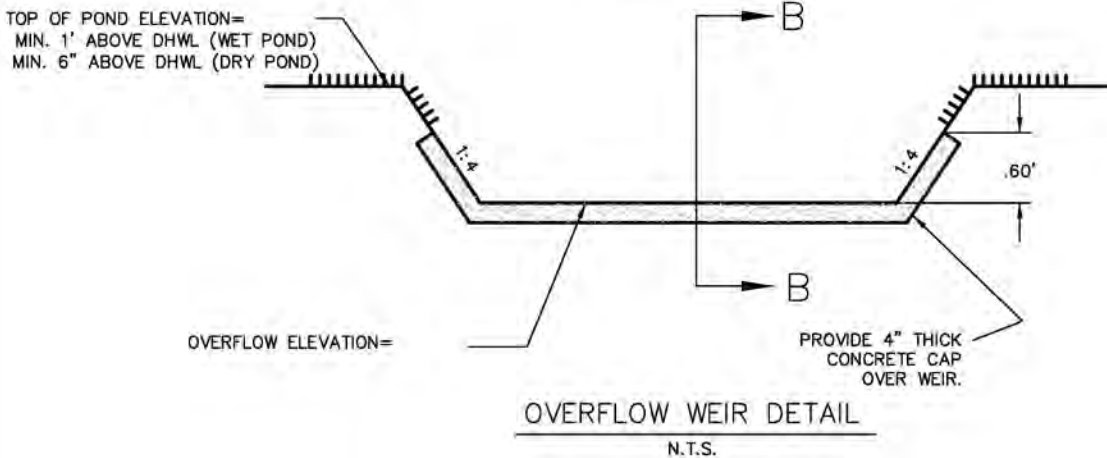
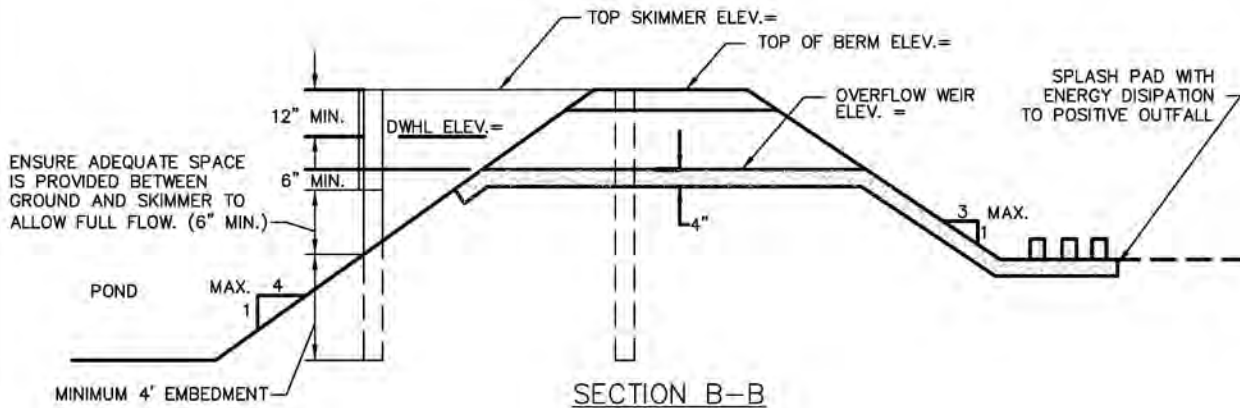
INDEX

ST-6

March 2022



CONTROL STRUCTURE



NOTE:  
PROVIDE DESIGN DATA WHERE INDICATED (=)



STANDARD CONSTRUCTION DETAIL  
SKIMMER DETAIL  
NTS

INDEX

ST-8

March 2022

GENERAL NOTES  
WATER SYSTEM CONSTRUCTION

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
2. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
3. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
4. TRENCHES SHALL BE BACKFILLED WITH CLEAN GRANULAR MATERIAL IN MAX. 1' LIFTS WITH A MINIMUM COMPACTION OF 98 PERCENT (AASHTO-T180) IN PAVED AREAS OR IN UNPAVED AREAS.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET, AND TO FURNISH COPIES OF TEST REPORTS PROMPTLY TO THE CITY UTILITIES DEPARTMENT.
6. METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED 15 INCHES BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE.
7. WATER SERVICES (SINGLE 1" OR DOUBLE 2") SHALL BE POLYETHYLENE TUBING (BLUE IN COLOR) ; POLYBUTYLENE SHALL NOT BE ALLOWED.
8. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH 4" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 24" ABOVE THE GROUND. WIRE TIES SHALL BE USED TO SECURE THE CURB STOPS TO SUPPORT POSTS.
9. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 500 FEET.
10. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
11. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
  - A. STANDARD GATE VALVES LESS THAN 48" DIAMETER RESILIENT SEAT GATE VALVES (AWWA C-509 OR C-515).
  - B. TAPPING VALVES AND MECHANICAL TAPPING SLEEVE SHALL BE STAINLESS STEEL. (AWWA C - 509)



STANDARD CONSTRUCTION DETAIL

GENERAL NOTES  
WATER SYSTEM CONSTRUCTION

INDEX

W-1A

March 2022



GENERAL NOTES  
WATER SYSTEM CONSTRUCTION

12. ALL WATER VALVE BOXES SHALL BE ADJUSTED TO FINISH GRADE AND THE LIDS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
13. WATER VALVES SHALL BE COMPLETELY OPENED BY THE CONTRACTOR UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS IN THE PRESENCE OF UTILITY DEPARTMENT PERSONNEL.
14. HYDRANTS SHALL BE PLACED AT MAXIMUM SPACINGS IN ACCORDANCE WITH NFPA (LATEST EDITION). SPECIAL EXCEPTIONS MAY BE ALLOWED BY FIRE AUTHORITY HAVING JURISDICTION. ALL WATER MAIN TO WHICH HYDRANTS ARE CONNECTED SHALL BE 6 INCHES MINIMUM.
15. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF FIRE. THE MAIN NOZZLE CONNECTION SHOULD ALWAYS FACE THE STREET AND BE 18-24" ABOVE GRADE.
16. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
17. ALL WATER MAINS AND APPURTENANCES SHALL BE NSF-APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON CLASS 350 OR CONCRETE ENCASMENT MAY BE USED AS APPROVED BY THE CITY.
18. ALL PROPOSED WATER MAINS SHALL BE FLUSHED WITH A FULL PIPE DIAMETER, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS.
19. WATER MAINS SHALL BE AWWA C-900/C-905 CL 150, OR D.I.P. CLASS 350 STANDARD CEMENT LINED.
20. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE REGULATORY AGENCIES, AND THAT CERTIFIED AS-BUILT DRAWINGS ARE PROVIDED TO THE CITY PRIOR TO PAVING AND AFTER BASE, BEFORE ANY USE OF THE SYSTEM. PROVIDE THREE (3) COPIES AS WELL AS A CD OF AUTOCAD DRAWINGS AND PDF FILES OF EACH INDIVIDUAL SHEET. CITY TO APPROVE VERSION OF AUTOCAD.
21. MEGALUG OR EQUIVALENT, RESTRAINED JOINT SYSTEM MAY BE USED ON ALL RESTRAINED FITTINGS, VALVES, ETC. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES.



STANDARD CONSTRUCTION DETAIL

GENERAL NOTES  
WATER SYSTEM CONSTRUCTION

INDEX

W-1B

March 2022

**GENERAL NOTES  
WATER SYSTEM CONSTRUCTION**

22. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND AFTER LIME ROCK BASE, AND IN THE PRESENCE OF THE CITY'S INSPECTOR. MAXIMUM PRESSURE LOSS SHALL BE 5 PSI ON THE GAUGE.
23. ALL WATER SERVICES SHALL BE MARKED WITH A "W" SAWCUT INTO THE CURB AND BY METAL TABS SET INTO THE PAVEMENT.
24. ALL WATER VALVES AND BLOW-OFFS SHALL BE MARKED WITH A "V" SAWCUT INTO THE CURB AND BY METAL TABS SET INTO THE PAVEMENT. LOCATION OF METAL TABS IN INCHES FROM EDGE OF PAVEMENT SHALL EQUAL DISTANCE IN FEET FROM EDGE OF PAVEMENT TO VALVE.
25. UNIFLANGE 1300 SERIES PIPE RESTRAINTS AS MANUFACTURED BY FORD OR APPROVED EQUAL MAY BE USED AS APPROPRIATE FOR RESTRAINING IN-LINE PRESSURE PIPE EACH SIDE OF PIPE JOINT. AS REQUIRED BY RESTRAINT TABLE.
26. TRACING WIRE SHALL BE INSTALLED IN ACCORDANCE WITH UTILITY PIPE LOCATION MATERIALS DETAIL.
27. NO GALVANIZED PIPE, FITTINGS, ETC. ARE ACCEPTED.
28. ALL WATER METER BOXES SHALL BE INSTALLED AT THE RIGHT OF WAY LINE ONLY REGARDLESS OF SIZE.
29. SUBMIT ASSEMBLY CERTIFICATION FOR ALL BACKFLOW PREVENTERS TO THE CITY'S UTILITIES DEPARTMENT BEFORE FINAL INSPECTION.
30. PIPING FOR RAW WATER SHALL BE BLUE FOR ABOVE GROUND PIPING, BURIED PVC PIPING SHALL BE BLUE WITH WHITE COLOR BACKGROUND LOCATOR TAPE PLACED DIRECTLY ON TOP OF THE PIPE AND AT 12" TO 18" ABOVE THE PIPE. THE TAPE SHALL CONTINUOUSLY READ "CAUTION - RAW WATER MAIN BURIED BELOW" OR WHITE WITH LOCATOR TAPE PLACED 12" TO 18" ABOVE THE TOP OF THE PIPE.
31. SEE CHART BELOW FOR WATERMAIN SIZE AND MATERIALS.

M A T E R I A L S		
DIAMETER	MATERIAL	STANDARD
2" - 4"	PVC 1120 / SDR 21	ASTM D 2241
> 4" - 12"	PVC 1120 / DR-18	AWWA C 900
> 4" - 12" DEDICATED FIRE LINE	PVC 1120 / DR-18	AWWA C 900
14" - 36" ( 16" - 24" → DR - 18 ) ( 30" - 36" → DR - 18 )	PVC 1120	AWWA C 905
ALL SIZES	HDPE DIPS DR 11	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE BLUE FOR WATER MAIN, AND LAVENDER FOR REUSE MAIN

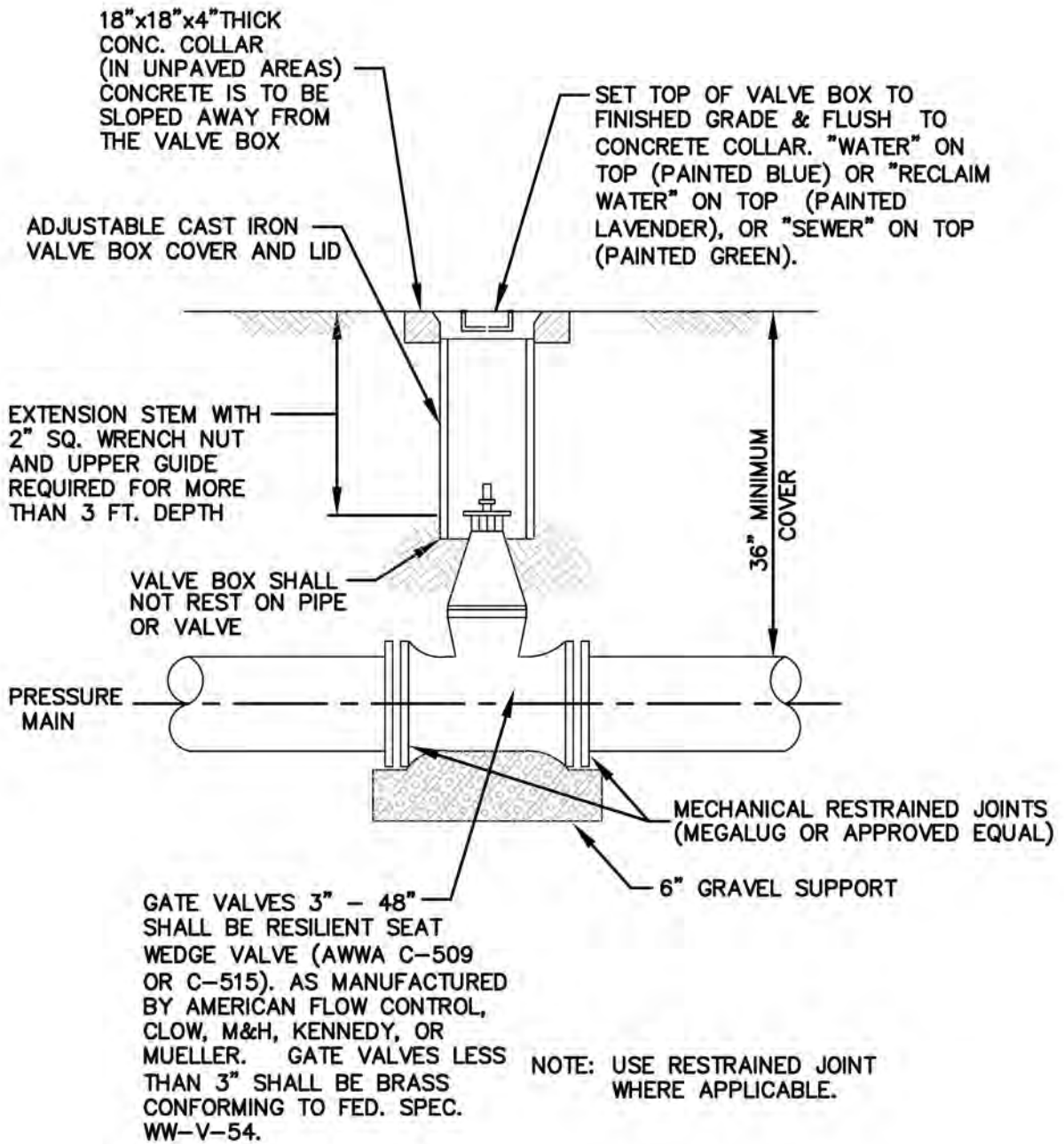


**STANDARD CONSTRUCTION DETAIL  
GENERAL NOTES  
WATER SYSTEM CONSTRUCTION**

INDEX

W-1C

March 2022



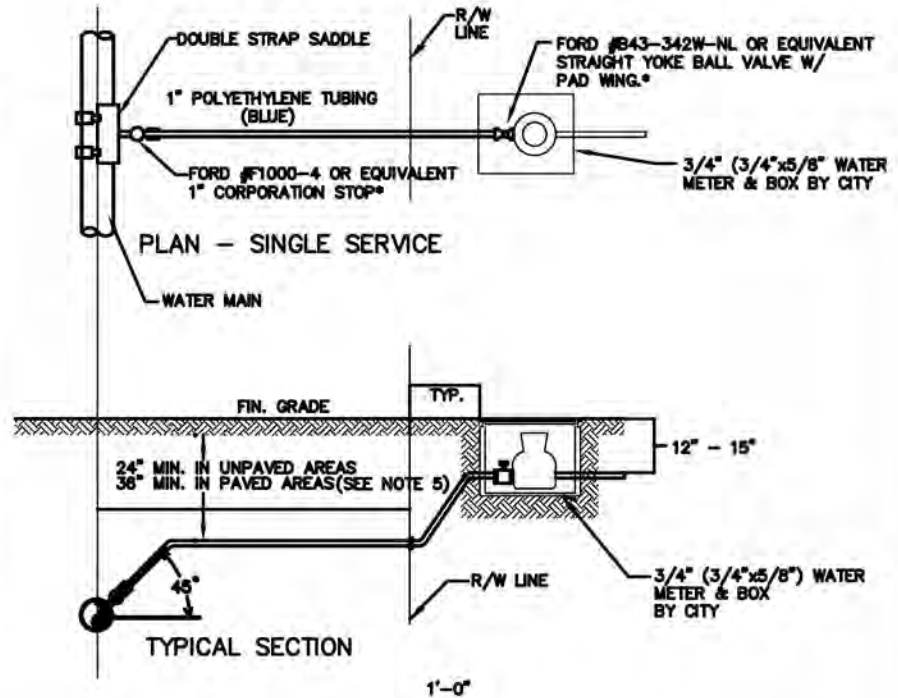
STANDARD CONSTRUCTION DETAIL  
 GATE VALVE AND VALVE BOX  
 NTS.

INDEX

W-2

March 2022

VALVE SCHEDULE FORD OR EQUIVALENT	
WATER SERVICES	
VALVES AT MAIN	
1"	F1000-4
1 1/2"	B81-666 (REQ. C84-66 PACK JOINT COUPLING)
2"	B81-777 (REQ. C84-77 PACK JOINT COUPLING)
VALVES AT METER	
1"	B43-342W-NL
2"	BFA43-777W-NL
REUSE SERVICES	
VALVES AT MAIN AND R/W LINE	
1"	B43-444W-NL
2"	BF43-777W-NL



**NOTES:**

1. PE TUBING SHALL BE 200 PSI, NSF APPROVED, SDR 9, MEETING ASTM D1248. TUBING SHALL BE ENDOT ENDOPURE OR APPROVED EQUAL.
2. REDUCED PRESSURE BACKFLOW PREVENTERS ARE REQUIRED FOR ALL COMMERCIAL SERVICES. TO BE INSTALLED BY A CERTIFIED TECHNICIAN AT OWNERS EXPENSE
3. ALL SERVICE TAPS SHALL BE NO CLOSER THAN 2'-0" STAGGERED INTERVAL NOR WITHIN 2'-0" OF BELL OR SPIGOT ENDS.
4. METERS 3" AND LARGER SHALL BE PLACED IN A VAULT TO BE CONSTRUCTED BY DEVELOPER IN ACCORDANCE WITH LDC.
5. IN AREAS TO BE PAVED PROVIDE A 2" MIN. PVC SCHEDULE 40 SLEEVE FOR PE-TUBING. SLEEVE SHALL EXTEND A MIN. OF 2' BEHIND BACK OF CURB AT EACH SIDE OF ROAD.
6. ALL IRRIGATION SERVICES (WATER) MUST HAVE AN APPROVED BACKFLOW PREVENTION DEVICE INSTALLED ON CUSTOMERS SIDE OF WATER METER. THE CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND CERTIFICATION COST. A COPY OF THE CERTIFICATION MUST BE SENT TO THE CITY UTILITIES DEPARTMENT, PRIOR TO FINAL INSPECTION
7. WATER METERS INSTALLED IN AREAS SERVED BY RECLAIMED WATER OR AN ALTERNATE IRRIGATION SUPPLY SHALL BE EQUIPPED WITH DUAL CHECK BACKFLOW PREVENTERS.



STANDARD CONSTRUCTION DETAIL  
WATER LATERAL SERVICE  
NTS

INDEX

W-3

March 2022

SCHEDULE OF LENGTHS OF RESTRAINED PVC PIPE (FT.)					
FITTING	90° BEND	45° BEND	22.5° BEND	11.25° BEND	TEE OR DEAD END
PIPE SIZE (IN.) :					
4"	21	18	18	18	47
6"	30	18	18	18	66
8"	38	18	18	18	86
10"	45	28	18	18	103
12"	53	22	18	18	121
14"	61	26	18	18	140
16"	66	28	18	18	154
18"	73	30	18	18	170
20"	79	33	18	18	186
24"	87	36	18	18	208
30"	102	42	20	18	248

TABLE APPLIES TO PVC PIPE FOR THE FOLLOWING CONDITIONS:  
 TEST PRESSURE: 150 PSIG  
 SOIL TYPE: SP  
 COVER DEPTH: 2.5 FEET  
 SAFETY FACTOR: 1.5  
 TRENCH TYPE: 3

LENGTHS BETWEEN HEAVY LINES INDICATE ONE FULL LENGTH (18' MIN.) OF PIPE TO BE RESTRAINED.

TABLE SHOWS MINIMUM LENGTH OF PIPE EACH WAY FROM FITTING FOR WHICH RESTRAINT IS REQUIRED.

SCHEDULE OF LENGTHS OF RESTRAINED DIP (FT.)					
FITTING	90° BEND	45° BEND	22.5° BEND	11.25° BEND	TEE OR DEAD END
PIPE SIZE (IN.) :					
4"	21	18	18	18	37
6"	30	18	18	18	52
8"	38	18	18	18	67
10"	45	18	18	18	81
12"	52	22	18	18	94
14"	60	25	18	18	107
16"	66	27	18	18	120
18"	74	31	18	18	132
20"	80	33	18	18	144
24"	92	38	18	18	167
30"	106	44	21	18	199
36"	86	36	18	18	170
42"	95	40	18	18	191
48"	117	43	18	18	212

TABLE APPLIES TO D.I.P. FOR THE FOLLOWING CONDITIONS:  
 TEST PRESSURE: 150 PSIG  
 SOIL TYPE: SP  
 COVER DEPTH: 2.5 FEET  
 SAFETY FACTOR: 1.5  
 TRENCH TYPE: 2

LENGTHS BETWEEN HEAVY LINES INDICATE ONE FULL LENGTH (18' MIN.) OF PIPE TO BE RESTRAINED.

TABLE SHOWS MINIMUM LENGTH OF PIPE EACH WAY FROM FITTING FOR WHICH RESTRAINT IS REQUIRED.



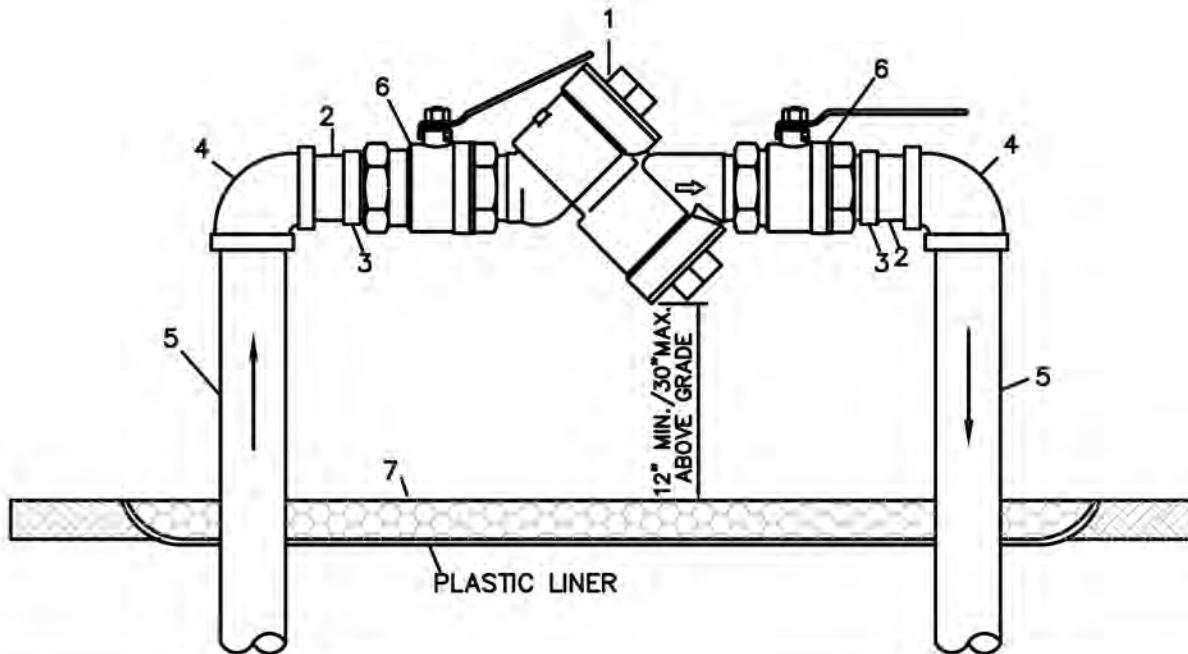
STANDARD CONSTRUCTION DETAIL  
 PVC AND D.I.P. RESTRAINED JOINT TABLE

INDEX

W-5

March 2022

ACCEPTABLE MANUFACTURERS:  
ZURN WILKINS MODEL 950XL, WATTS MODEL 009 OR APPROVED EQUAL



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	3/4", 1", 1-1/2" OR 2" BACKFLOW PREVENTER ASSEMBLY
2	2	3/4", 1", 1-1/2" OR 2" x NOM. NIPPLES - BRASS
3	2	3/4", 1", 1-1/2" OR 2" THREADED UNION - BRASS
4	2	3/4", 1", 1-1/2" OR 2" x 90° ELBOWS - BRASS
5	2	3/4", 1", 1-1/2" OR 2" x VARIES RISER - BRASS
6	2	3/4", 1", 1-1/2" OR 2" BALL VALVE - BRASS
7	*	3000 PSI CONCRETE (MIN 4" THICK)

- NOTE:
- FIELD ADJUST AND CUT ITEM 4 TO THE PROPER LENGTH.
  - NO GALVANIZED PIPE OR FITTINGS ALLOWED.
  - A COPY OF THE ASSEMBLY CERTIFICATION SHALL BE SUBMITTED TO THE CITY'S UTILITIES DEPARTMENT BEFORE FINAL INSPECTION
  - ASSEMBLY SHOULD HAVE ADEQUATE LANDSCAPING AROUND IT TO OBSCURE VIEW.
  - ASSEMBLY SHALL BE PAINTED DARK BLUE



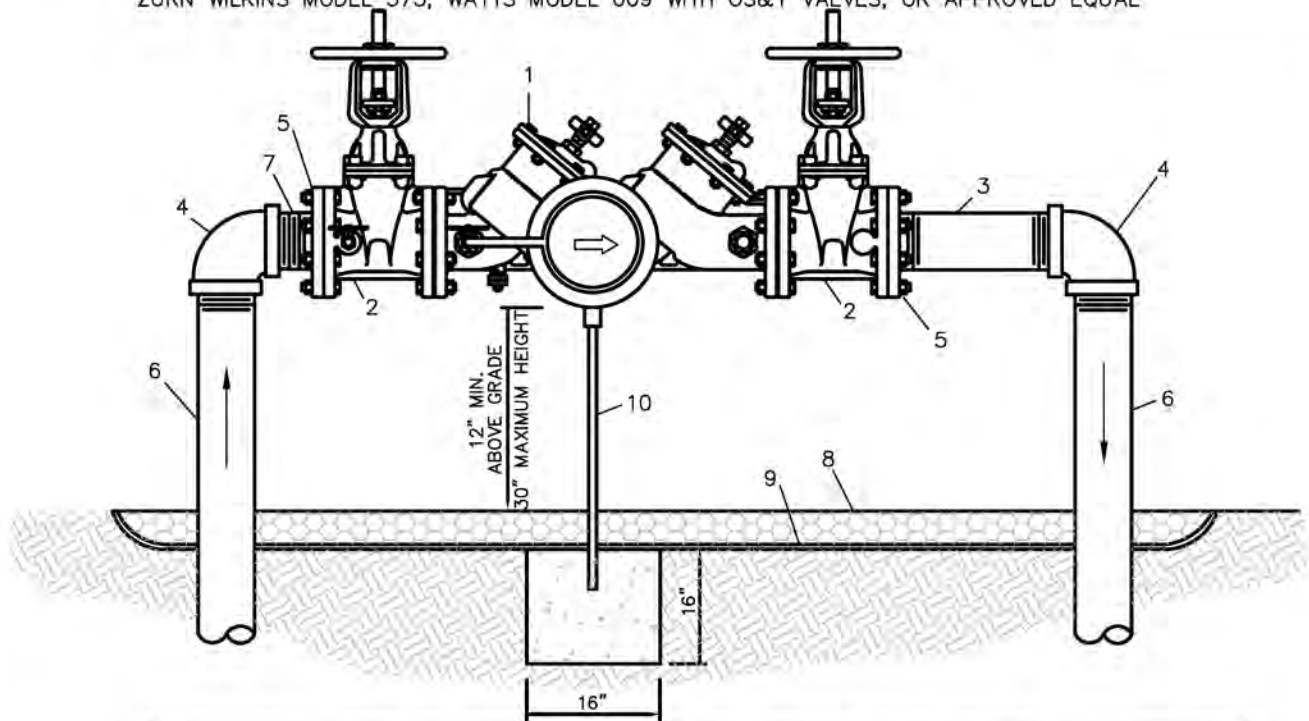
STANDARD CONSTRUCTION DETAIL  
DOUBLE CHECK BACKFLOW PREVENTER  
(FIRE LINE)  
3/4", 1", 1-1/2", OR 2"  
NTS.

INDEX

W-6A

March 2022

ACCEPTABLE MANUFACTURERS:  
 ZURN WILKINS MODEL 375, WATTS MODEL 009 WITH OS&Y VALVES, OR APPROVED EQUAL



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	3", 4" VALVE, REDUCED PRESSURE BACKFLOW PREVENTER
2	2	3", 4" VALVE, GATE, C.I., F-F
3	1	3", 4" NIPPLE, D.I., OR BRASS (12" LONG) (OPT.)
4	2	3", 4" ELBOW, D.I., OR BRASS - 90°
5	2	3", 4" FLANGE
6	2	3", 4" PIPE, D.I., OR BRASS (42" LONG)
7	1	3", 4" NIPPLE, D.I., OR BRASS (6" LONG)
8	*	3000 P.S.I. CONCRETE SLAB (MIN. 4" THICK)
9	*	PLASTIC LINER
10	1	PIPE SUPPORT / CONCRETE FOUNDATION

NOTE: -FIELD ADJUST AND CUT ITEM 3 TO THE PROPER LENGTH.  
 -ASSEMBLY SHALL BE PAINTED DARK BLUE.  
 -A COPY OF THE ASSEMBLY CERTIFICATION SHALL BE SUBMITTED TO THE CITY'S UTILITIES DEPARTMENT BEFORE FINAL INSPECTION  
 -ASSEMBLY SHOULD HAVE ADEQUATE LANDSCAPING AROUND IT TO OBSCURE VIEW.  
 C-900 OR D.I. PIPE AND FITTINGS SHALL BE RESTRAINED. COPPER PIPE AND FITTINGS SHALL BE SWEATED. BRASS PIPE AND FITTINGS SHALL BE THREADED. NO GALVANIZED PIPE OR FITTINGS ALLOWED.



STANDARD CONSTRUCTION DETAIL  
 REDUCED PRESSURE BACKFLOW PREVENTER  
 (POTABLE WATER) 3" OR 4"

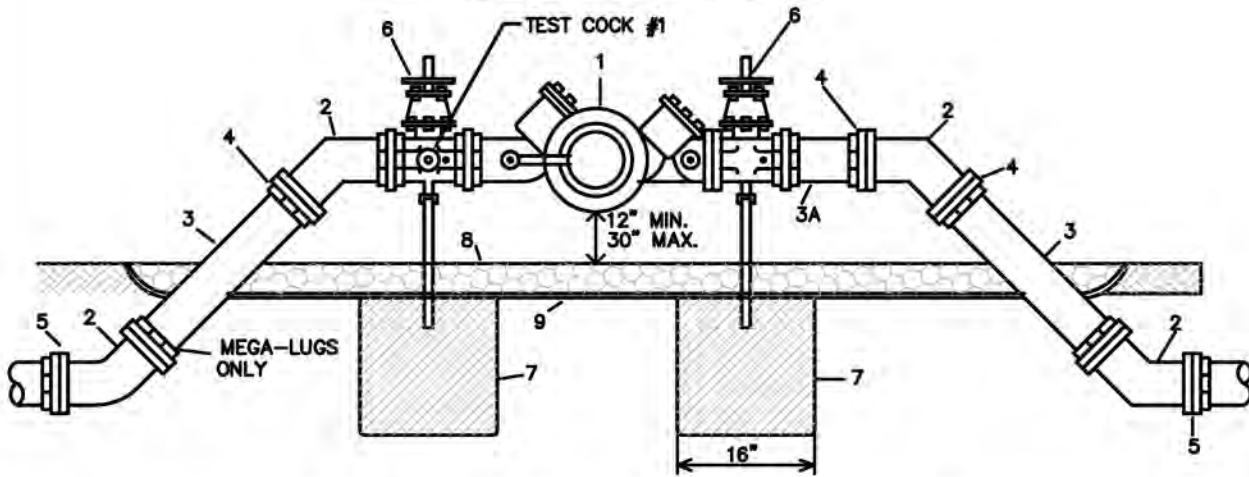
NTS

INDEX

W-6B

March 2022

ACCEPTABLE MANUFACTURERS:  
 WILKINS MODEL 975, WATTS MODEL 909 WITH  
 OS&Y VALVES OR APPROVED EQUAL



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	6", 8" VALVE, REDUCED PRESSURE BACKFLOW PREVENTER.
2	4	6", 8" BEND -45°
3	2	6", 8" ADAPTER, D.I.P. F - PE
3A	1	6", 8" ADAPTER, D.I.P. F - PE (OPT.)
4	3	6", 8" ADAPTER FLANGE D.I.P.
5	2	6", 8" ADAPTER FLANGE P.V.C. (DR - 18)
6	2	6", 8" VALVE, GATE, C.I., F-F (OS&Y STYLE ONLY)
7	1 or 2	2" IRON PIPE/CONCRETE FOUNDATION
8	*	3000 P.S.I. CONCRETE SLAB (MIN. 4" THICK)
9	*	PLASTIC LINER

- NOTE:
- FIELD ADJUST AND CUT ITEM 3 TO THE PROPER LENGTH.
  - DO NOT INTERCHANGE ITEMS 4 AND 5.
  - ASSEMBLY SHALL BE PAINTED DARK BLUE
  - NO GALVANIZED PIPE OR FITTINGS ALLOWED.
  - A COPY OF THE ASSEMBLY CERTIFICATION SHALL BE SUBMITTED TO THE CITY'S UTILITIES DEPARTMENT BEFORE FINAL INSPECTION
  - ASSEMBLY SHOULD HAVE ADEQUATE LANDSCAPING AROUND IT TO OBSCURE VIEW.



STANDARD CONSTRUCTION DETAIL  
 REDUCED PRESSURE BACKFLOW PREVENTER  
 (POTABLE WATER) 6" OR 8"

NTS

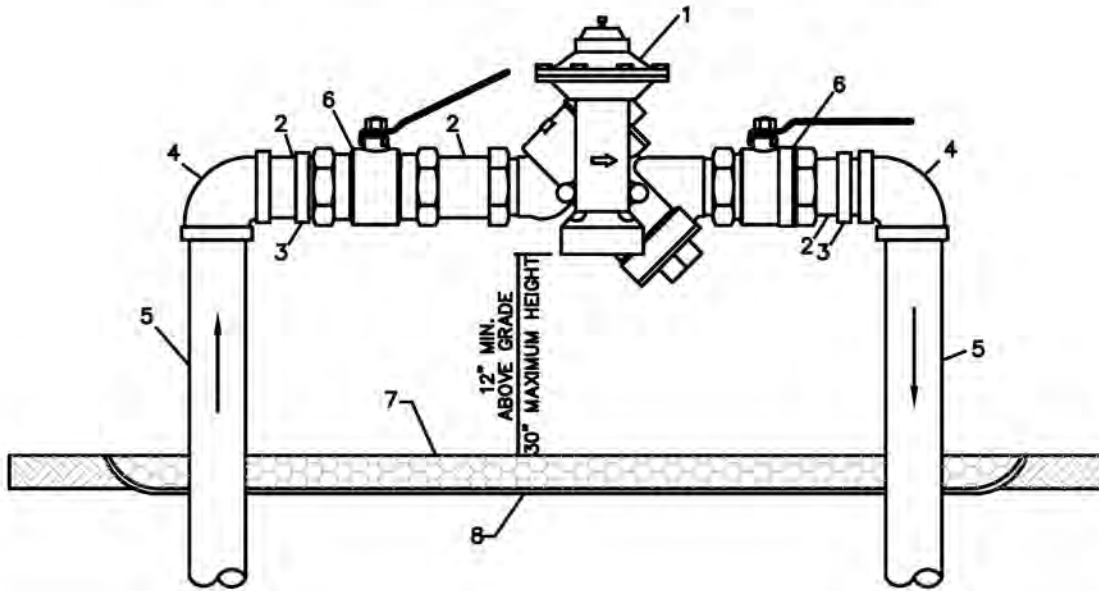
INDEX

W-6C

March 2022



ACCEPTABLE MANUFACTURERS:  
 ZURN WILKINS MODEL 975XL, WATTS MODEL 009 QTS, OR APPROVED EQUAL



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	3/4", 1", 1-1/2" OR 2" BACKFLOW PREVENTER ASSEMBLY
2	3	3/4", 1", 1-1/2" OR 2" x NOM. NIPPLES - BRASS
3	2	3/4", 1", 1-1/2" OR 2" THREADED UNION - BRASS
4	2	3/4", 1", 1-1/2" OR 2" x 90° ELBOWS - BRASS
5	2	3/4", 1", 1-1/2" OR 2" x VARIES RISER - BRASS
6	2	3/4", 1", 1-1/2" OR 2" BALL VALVE
7	*	3000 P.S.I. CONCRETE SLAB (MIN. 4" THICK)
8	*	PLASTIC LINER

- NOTE:
- FIELD ADJUST AND CUT ITEM 4 TO THE PROPER LENGTH.
  - NO GALVANIZED FITTINGS OR PIPE ALLOWED.
  - A COPY OF THE ASSEMBLY CERTIFICATION SHALL BE SUBMITTED TO THE CITY'S UTILITIES DEPARTMENT BEFORE FINAL INSPECTION.
  - ASSEMBLY SHOULD HAVE ADEQUATE LANDSCAPING AROUND IT TO OBSCURE VIEW.
  - ASSEMBLY SHALL BE PAINTED DARK BLUE



STANDARD CONSTRUCTION DETAIL  
 REDUCED PRESSURE BACKFLOW PREVENTER  
 (POTABLE WATER & IRRIGATION)  
 3/4", 1", 1 1/2", OR 2"

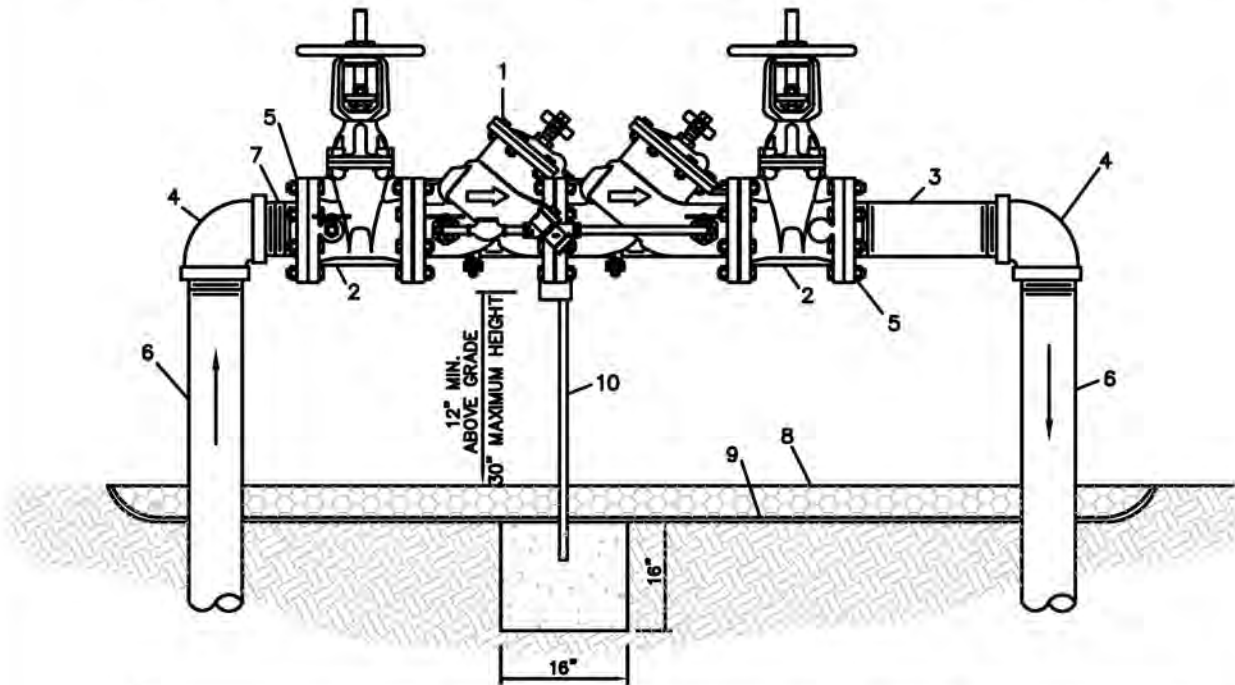
NTS

INDEX

W-6D

March 2022

ACCEPTABLE MANUFACTURERS:  
 ZURN WILKINS MODEL 350ADA, WATTS MODEL 009 OS&Y, OR APPROVED EQUAL



M A T E R I A L S		
ITEM	QUANT.	DESCRIPTION
1	1	4", 6", 8", 10" VALVE, DOUBLE CHECK BACKFLOW PREVENTER
2	2	4", 6", 8", 10" VALVE, GATE, C.I., F-F
3	1	4", 6", 8", 10" NIPPLE, BRASS, OR D.I., (12" LONG) (OPT.)
4	2	4", 6", 8", 10" ELBOW, BRASS, OR D.I., - 90°
5	2	4", 6", 8", 10" FLANGE, STEEL PIPE, SCREW-TYPE
6	2	4", 6", 8", 10" PIPE, BRASS, OR D.I. (42" LONG)
7	1	4", 6", 8", 10" NIPPLE, BRASS, OR D.I. (6" LONG)
8	*	3000 P.S.I. CONCRETE SLAB (MIN. 4" THICK)
9	*	PLASTIC LINER
10	1	PIPE SUPPORT / CONCRETE FOUNDATION

- NOTE:
- FIELD ADJUST AND CUT ITEM 6 TO THE PROPER LENGTH.
  - NO GALVANIZED FITTINGS OR PIPE ALLOWED.
  - A COPY OF THE ASSEMBLY CERTIFICATION SHALL BE SUBMITTED TO THE CITY'S UTILITIES DEPARTMENT BEFORE FINAL INSPECTION.
  - ASSEMBLY SHOULD HAVE ADEQUATE LANDSCAPING AROUND IT TO OBSCURE VIEW.
  - ASSEMBLY SHALL BE PAINTED DARK BLUE.

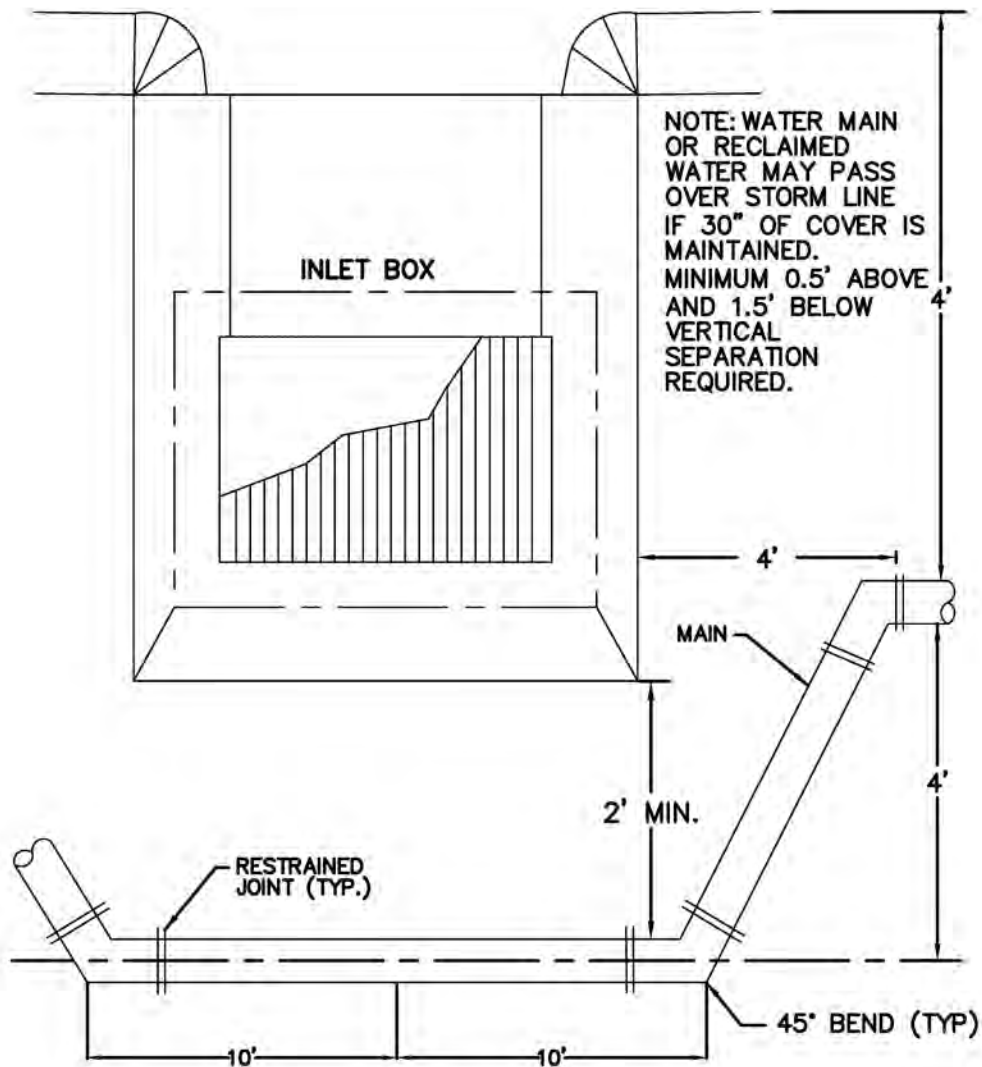


STANDARD CONSTRUCTION DETAIL  
 DOUBLE CHECK DETECTOR BACKFLOW PREVENTER  
 (DEDICATED FIRE LINE) 4", 6", 8", 10"  
 NTS

INDEX

W-6E

March 2022



PLAN VIEW

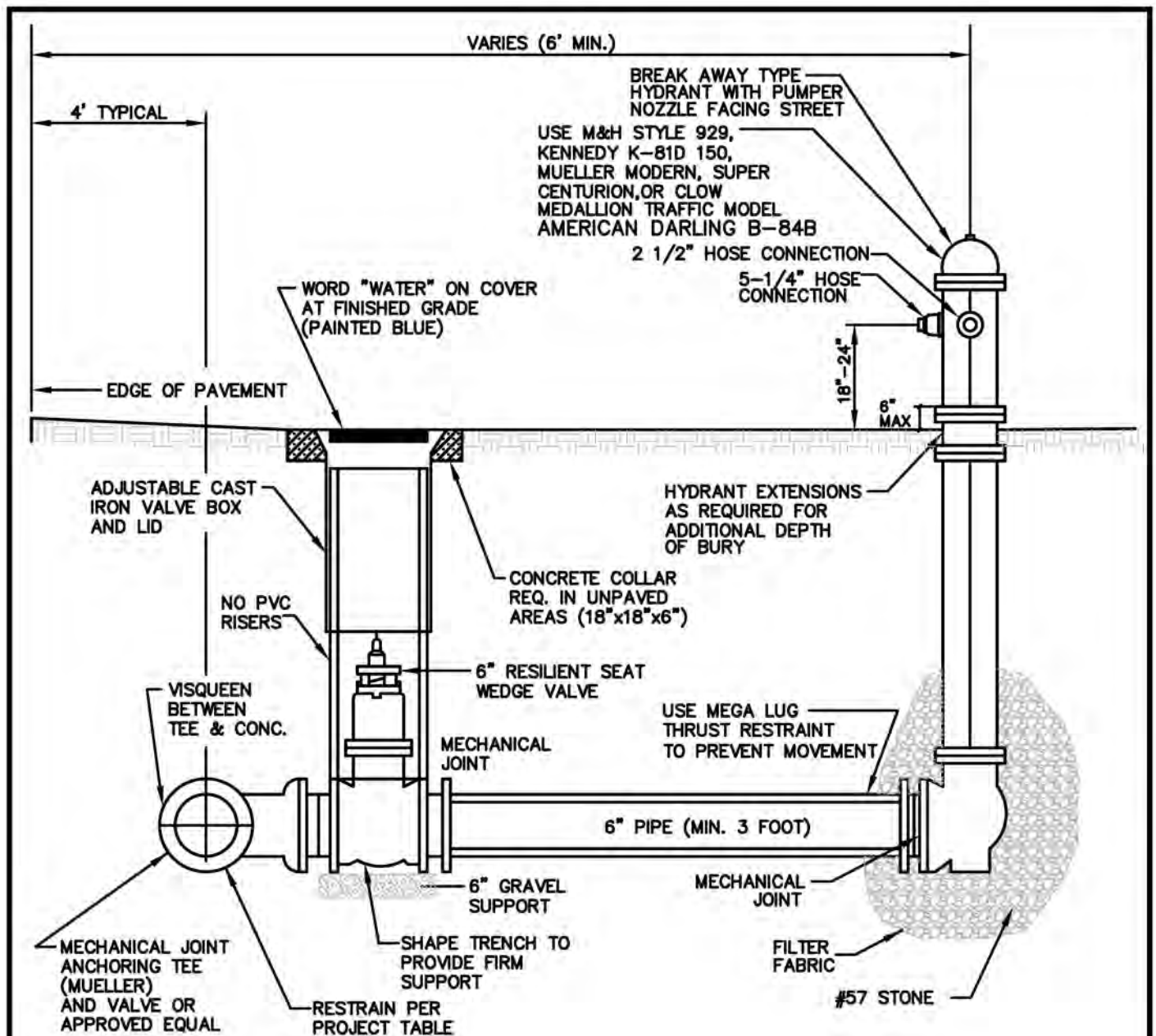


STANDARD CONSTRUCTION DETAIL  
 WATER MAIN INSTALLATION BETWEEN  
 DRAINAGE INLET AND SIDEWALK  
 NTS

INDEX

W-7

March 2022



**NOTES:**

1. ALL JOINTS SHALL BE RESTRAINED
2. HYDRANTS TO BE PAINTED SAFETY YELLOW (PUBLIC) OR RED BONNET (PRIVATE) COLOR.
3. HOSE CONNECTIONS TO BE AMERICAN STANDARD THREADS
4. THE HYDRANT SHOE WILL BE COATED INSIDE WITH FUSION BONDED EPOXY. 6 MIL MINIMUM
5. ADJUSTMENTS OR REPAIRS TO THE HYDRANT AFTER INSTALLATION SHALL BE DONE BY AN UNDERGROUND UTILITY CONTRACTOR OR THE CITY AND ALL COST SHALL BE CHARGED TO THE DEVELOPER. PAYMENT SHALL BE MADE PRIOR TO CERTIFICATE OF OCCUPANCY OF PROPERTY.



**STANDARD CONSTRUCTION DETAIL**  
**FIRE HYDRANT ASSEMBLY**  
 NTS

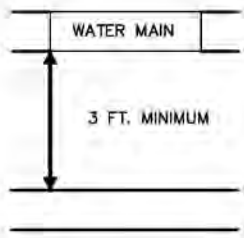
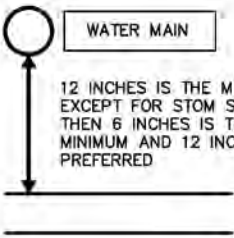
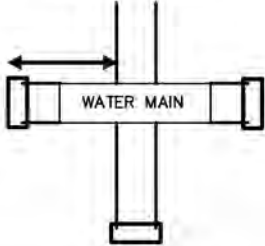
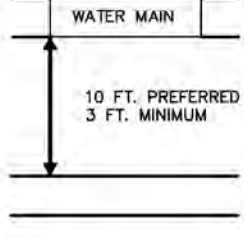
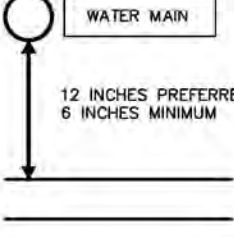
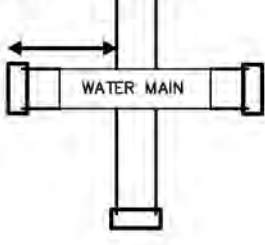
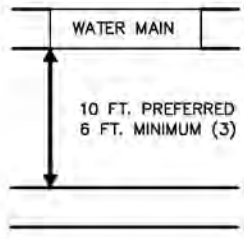
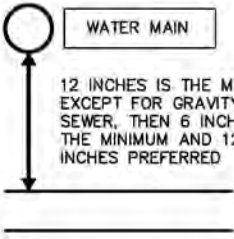
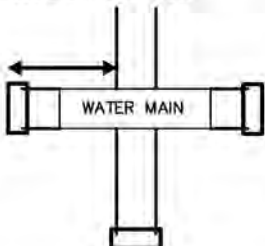
INDEX

W-8

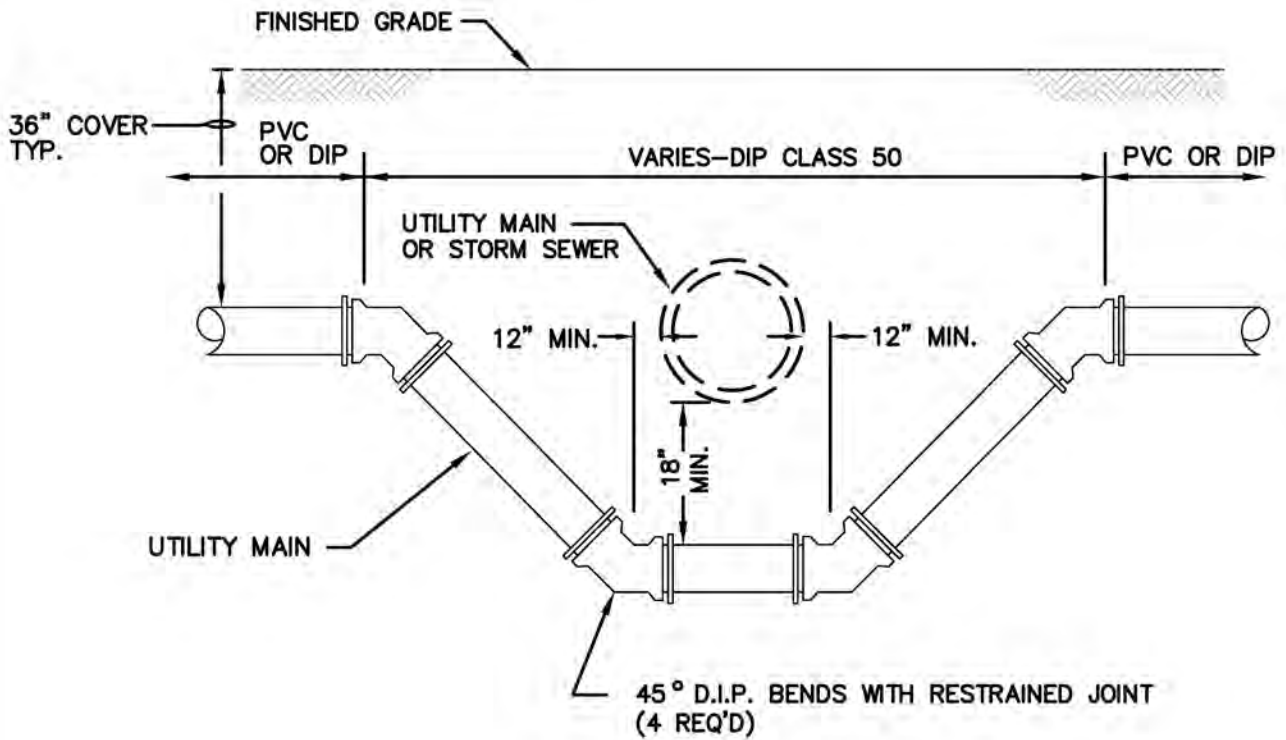
March 2022

STANDARD CONSTRUCTION DETAIL  
WATER MAIN SEPARATION  
NTS



OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING & CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORM WATER FORCEMAIN, RECLAIMED WATER (2)	 <p>3 FT. MINIMUM</p>	 <p>12 INCHES IS THE MINIMUM, EXCEPT FOR STOM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES PREFERRED</p>	<p>ALTERNATE 3 FT. MINIMUM</p> 
VACUUM SANITARY SEWER	 <p>10 FT. PREFERRED 3 FT. MINIMUM</p>	 <p>12 INCHES PREFERRED 6 INCHES MINIMUM</p>	<p>ALTERNATE 3 FT. MINIMUM</p> 
GRAVITY OR PREASURE SANITARY SEWER, SANITARY FORCEMAIN, RECLAIMED WATER (4)	 <p>10 FT. PREFERRED 6 FT. MINIMUM (3)</p>	 <p>12 INCHES IS THE MINIMUM, EXCEPT FOR GRAVITY SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES PREFERRED</p>	<p>ALTERNATE 6 FT. MINIMUM</p> 
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 FT. MINIMUM	—	—

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18 INCHES.  
 (2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.  
 (3) 3 FT. FOR GRAVITY SEWER WHERE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.  
 (4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.



NOTE: ABOVE DETAIL TO BE UTILIZED IF CONTRACTOR CANNOT MAINTAIN 18" CLEAR BETWEEN MAINS BY DEFLECTING PIPE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

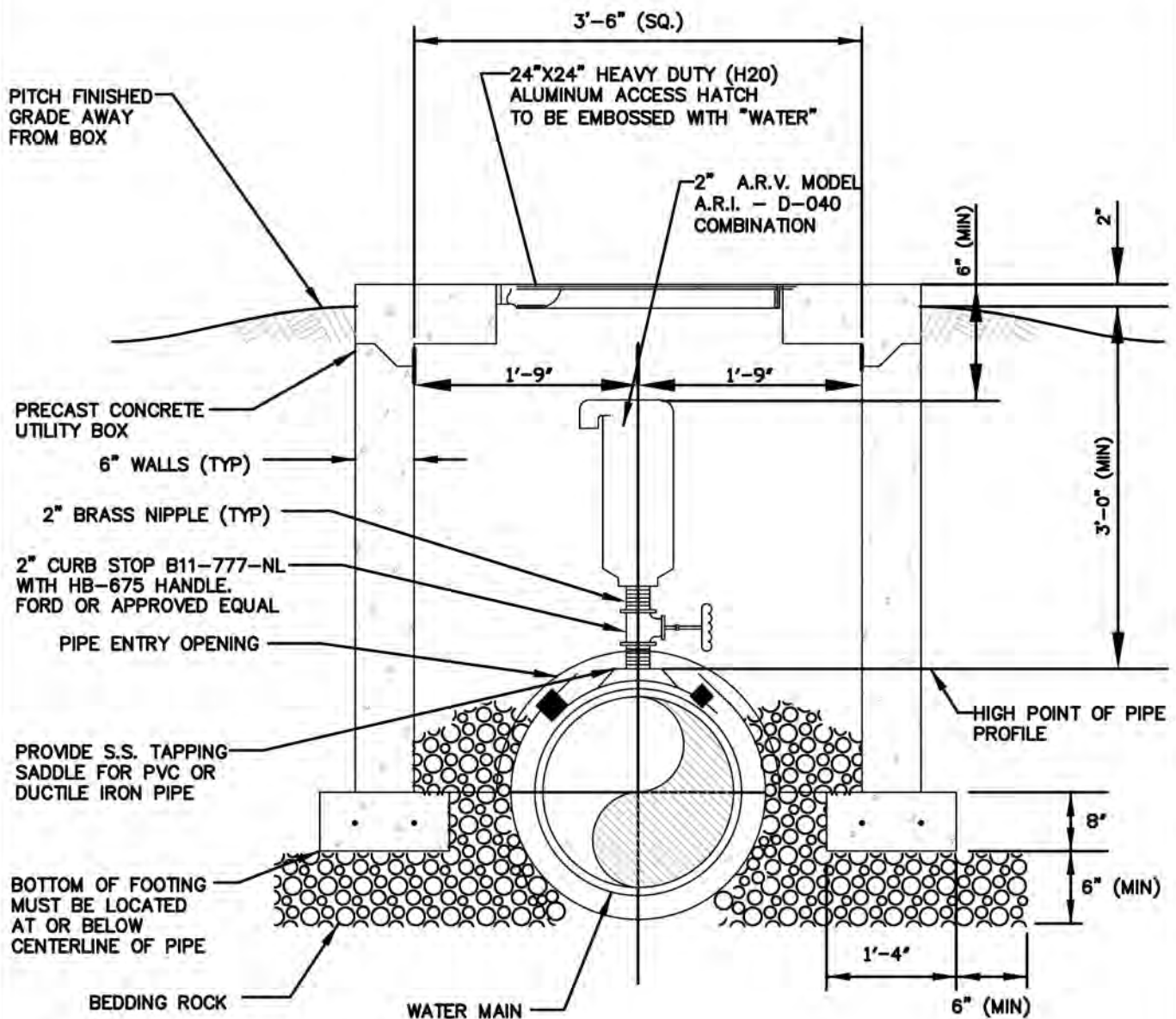


STANDARD CONSTRUCTION DETAIL  
 PIPE CROSSING  
 NTS.

INDEX

W-9B

March 2022



**NOTE:**

1. GALVANIZED PIPE AND FITTINGS NOT ACCEPTABLE FOR THIS INSTALLATION
2. STRUCTURE TO BE ADEQUATE FOR AASHTO H20 LOADING
3. DESIGNER IS RESPONSIBLE FOR PROVIDING CONSTRUCTION MATERIAL AND STEEL REINFORCING REQUIREMENTS
4. NO SURFACE COATING REQUIRED ON VAULT
5. ALUMINUM HATCH TO INCLUDE S.S. HINGE AND S.S. SLAM LOCKS WITH REMOVABLE KEYS
6. FITTINGS AND PIPE FOR A.R.V. SHALL BE BRASS



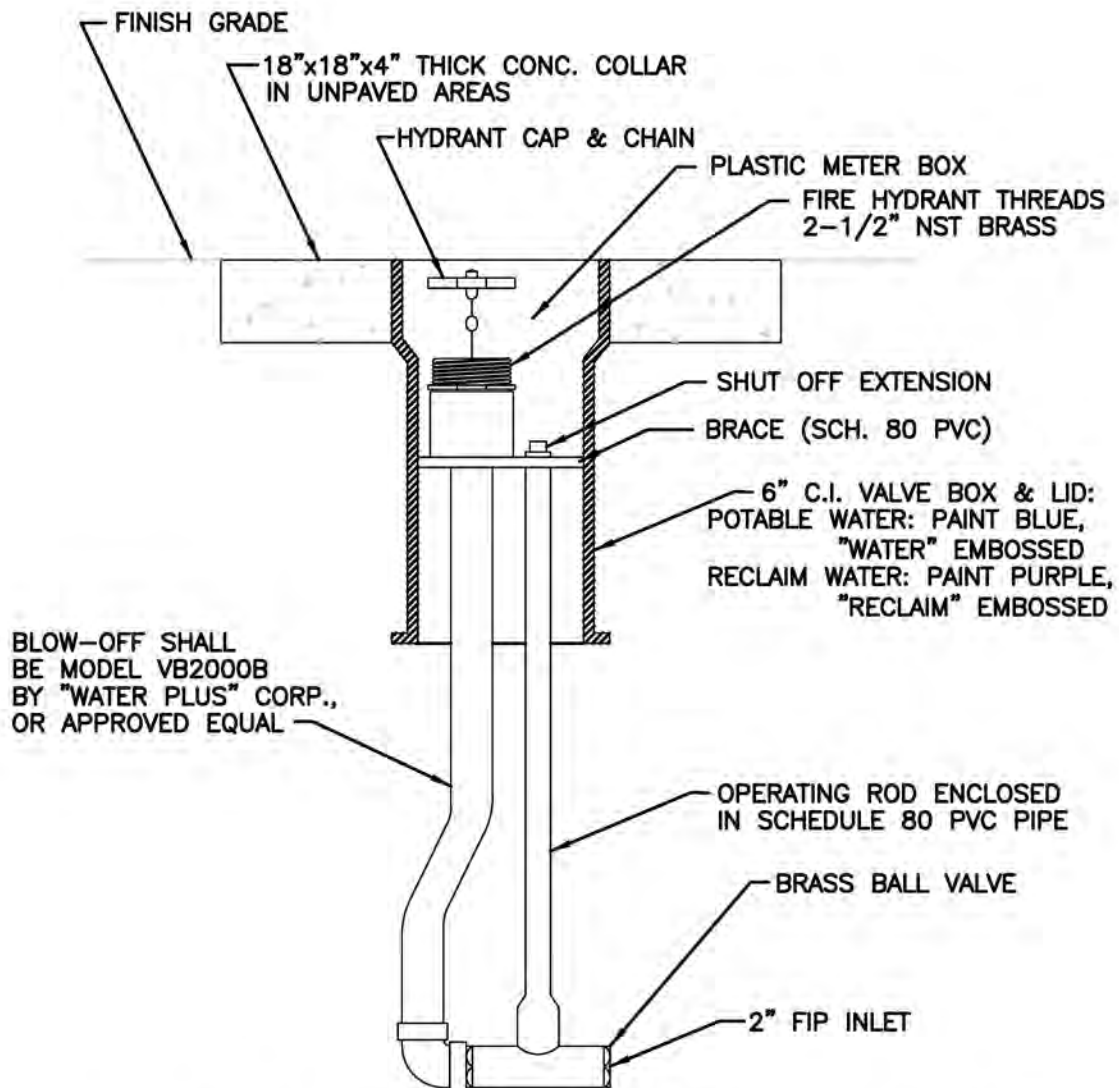
**STANDARD CONSTRUCTION DETAIL  
AUTOMATIC AIR RELEASE VALVE  
(WATER MAIN)**

NTS

INDEX

W-10

March 2022



1. WRENCH AND DISCHARGE SPOUT AS SUPPLIED BY MANUFACTURER SHALL BE TURNED OVER TO THE CITY DURING FINAL INSPECTION.



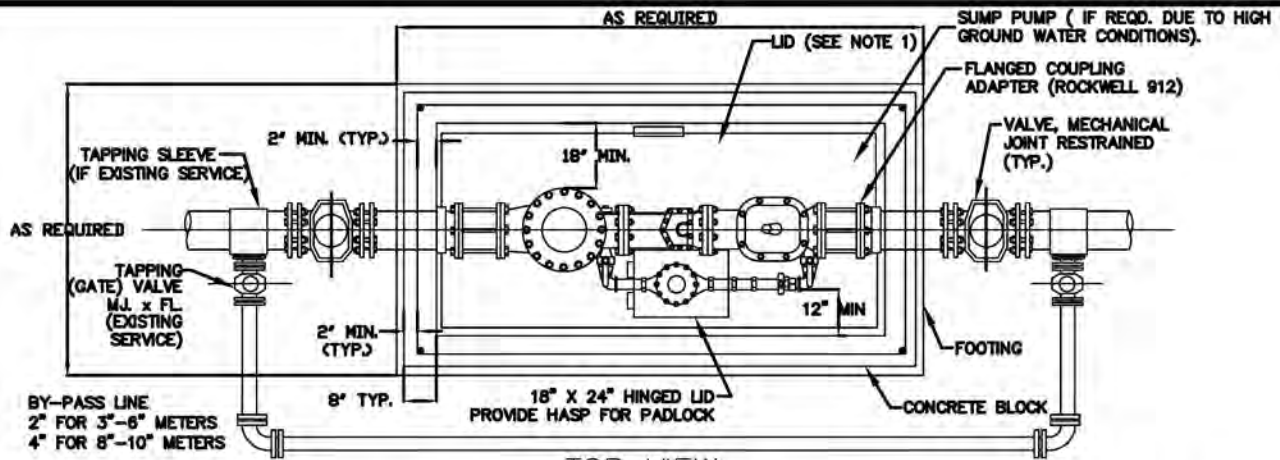
STANDARD CONSTRUCTION DETAIL  
BLOW-OFF ASSEMBLY  
NTS.

INDEX

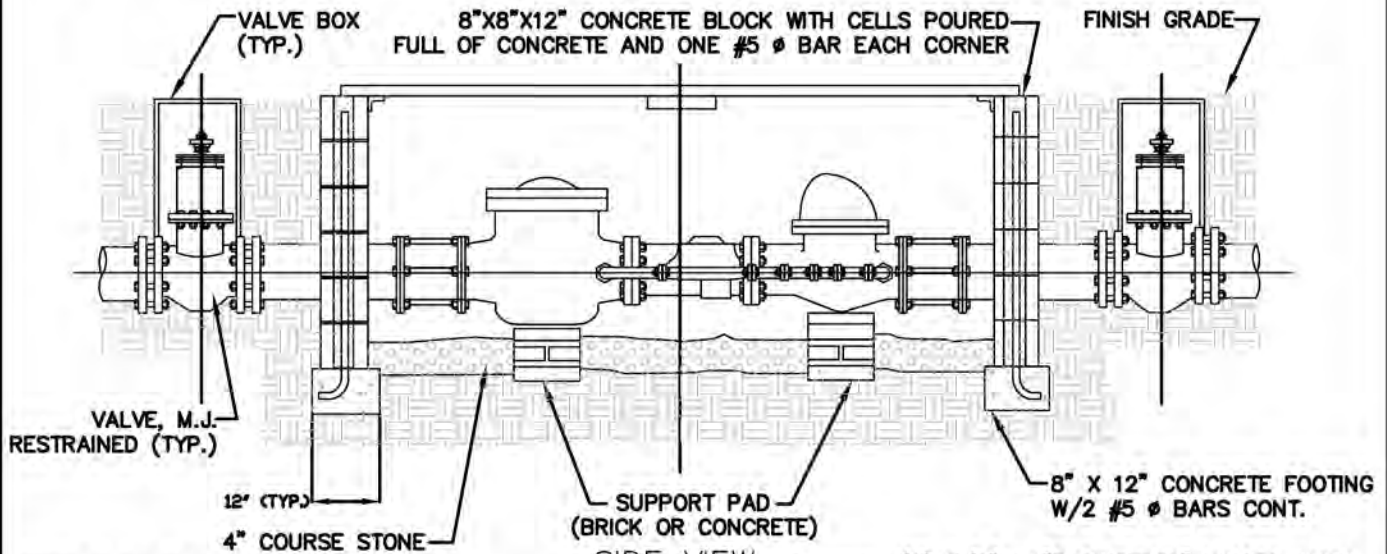
W-11

March 2022





TOP VIEW



SIDE VIEW

**WATER METER ASSEMBLY NOTES**

1. LID SHALL BE ALUMINUM DIAMOND PATTERN PLATE AS MANUFACTURED BY HALLIDAY PRODUCTS.
2. AS AN ALTERNATIVE TO CONSTRUCTING THE VAULT ON SITE, A PRECAST VAULT AS MANUFACTURED BY BROOKS PRODUCTS OR AN APPROVED EQUAL IS AN OPTION.
3. UNLESS OTHERWISE SPECIFIED BY THE ENGINEER, GATE VALVES SHALL BE INSTALLED ON MAINS LESS THAN 12" AND BUTTERFLY VALVES FOR MAINS 12" AND GREATER.
4. THE WATER SERVICE METER SHALL BE A NEPTUNE WATER METER WITH A 2" SEALED REGISTER METER. METERS SHALL REGISTER IN GALLONS, BE STRAIGHT READING AND CONFORM TO AWWA C-700 LATEST. METER TYPE SHALL BE APPROVED BY THE UTILITIES MANAGER.
5. WATER SERVICE METERS SERVICING A FIRE PROTECTION SYSTEM SHALL BE NEPTUNE HIGH PERFORMANCE PROTECTUS III FIRE SERVICE METER.
6. METERS 3" AND LARGER TO HAVE A 2" TEST PORT.
7. WATER METER REGISTER SHALL BE THE TOUCH READ ECR TYPE.
8. TOUCH READ DEVICE SHALL BE MOUNTED IN VAULT LID AS RECOMMENDED BY THE MANUFACTURER.
9. USE DIP.
10. METER UP TO 2" TO BE SUPPLIED AND SET BY THE CITY. SERVICE AND PROPERTY INSTALLATION TO BE BY CONTRACTOR.
11. ANY METERS OVER 2" TO BE SUPPLIED, SET AND INSTALLED BY CONTRACTOR.



INSIDE VAULT DIMENSIONS SHALL BE AS FOLLOWS:

3" METERS	4' X 5'
4" METERS	4' X 6'
6" METERS	5' X 8'
8" METERS	6' X 8'
10" METERS	7' X 8'



**STANDARD CONSTRUCTION DETAIL  
WATER METER ASSEMBLY**

NTS

INDEX

W-12

March 2022

## SANITARY SEWER CONSTRUCTION GENERAL NOTES

1. THE CITY'S PUBLIC UTILITY DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY SEWER CONSTRUCTION.
2. ALL GRAVITY SANITARY SEWER MAIN LINES SHALL BE A MINIMUM OF 8" IN DIAMETER. SERVICE LATERALS SHALL BE A MINIMUM OF 4" DIAMETER (RESIDENTIAL) OR A MINIMUM OF 6" DIAMETER (COMMERCIAL)
3. ALL GRAVITY SANITARY SEWER LINES SHALL BE PVC SDR 26.
4. MINIMUM ALLOWABLE SANITARY SEWER SLOPES ALLOWED ARE:
  - 8" PIPE 0.40%
  - 10" PIPE 0.28%
  - 12" PIPE 0.22%
5. SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY THE CITY.
6. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
7. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
8. EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK OR USE OF TRENCH BOX IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
9. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATER TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC WATER, RECLAIMED WATER AND SEWAGE FORCE MAINS. THIS PIPE LOCATER AID SHALL BE INSTALLED (15) INCHES BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER AND IS IN ADDITION TO THE LOCATER WIRE REQUIRED IN THE UTILITY PIPE LOCATION MATERIALS DETAIL (MISCELLANEOUS DETAILS SECTION - M10).
10. MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET.
11. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND FLUSH WITH FINISH GRADE AND HAVE 4" THICK 3000 PSI CONCRETE POURED A MINIMUM OF 1.0' OUTSIDE OF THE COVER. CONCRETE IS TO BE POURED SQUARE.



STANDARD CONSTRUCTION DETAIL  
GENERAL NOTES  
SANITARY SEWER CONSTRUCTION

INDEX

S-1A

March 2022

## SANITARY SEWER CONSTRUCTION GENERAL NOTES

12. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
13. RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE RUBBER BOOT AND PRECAST JOINT CONNECTION DETAIL).
14. INDIVIDUAL SANITARY SERVICE CONNECTORS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, BUT TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS.
15. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH MINIMUM SEWER SERVICES SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS TO BE USED ON ALL LINES, NO GLUED JOINTS.
16. FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
17. SANITARY SEWER LATERALS LONGER THAN 70 FEET, MEASURED FROM THE SEWER MAIN TO THE RIGHT-OF-WAY LINE MAY BE APPROVED ON A CASE BY CASE BASIS. SUCH LATERALS SHALL BE D.I.P. EPOXY LINED OR C-900 PVC.
18. SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM, OR ANY MANHOLE WITHIN 200 FEET OF A LIFT STATION, SHALL BE FIBERGLASS OR PVC LINED. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. FIBERGLASS SHALL BE A MINIMUM 1/2" THICKNESS UNLESS APPROVED OTHERWISE BY THE CITY. LINING SHALL BE AGRU SURE-GRIP OR PRE-APPROVED EQUAL.
19. SEE CHART ON DETAIL INDEX S-1C FOR FORCEMAIN AND REUSE PIPE SIZE AND MATERIALS.
20. THE CITY REQUIRES THE DEVELOPER TO TELEWISE ANY AND ALL GRAVITY SANITARY SEWER MAIN LINES AND LATERALS PRIOR TO ANY FINAL ACCEPTANCE, AND RESERVES THE RIGHT TO REQUEST WATER AND AIR TESTING. THERE SHALL BE NO DIPS GREATER THAN 1" AS SEEN WITH A MANDREL TEST.
21. ALL GRAVITY SEWER MAINS PRIOR TO ACCEPTANCE BY THE CITY SHALL BE TELEVISED BY A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK. TELEVISING IN ROAD SHALL BE AFTER BASE AND BEFORE PAVING. THE VIDEO SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN VIDEO LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE TAPE SUBMISSION TO THE CITY.
22. CONTRACTORS SHALL BE REQUIRED TO TELEWISE ALL GRAVITY SANITARY SEWER LINES IN THE PRESENCE OF CITY PERSONEL AND PROVIDE COPIES OF THE VIDEO TAPE TO THE PUBLIC UTILITY DEPT. ANY DEFECTS NOTED SHALL BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY.



STANDARD CONSTRUCTION DETAIL  
GENERAL NOTES  
SANITARY SEWER CONSTRUCTION

INDEX

S-1B

March 2022

## SANITARY SEWER CONSTRUCTION GENERAL NOTES

23. ALL GRAVITY SANITARY SEWER LINES WHICH ARE CONSTRUCTED OFF PUBLIC RIGHTS-OF-WAY WITHIN SIDEYARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF C-900 PVC, OR EPOXY LINED DUCTILE IRON PIPE. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
24. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAWCUT S, AND BY A METAL TAB SET INTO THE PAVEMENT.
25. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS-SEAL GASKET CORPORATION OR APPROVED EQUAL, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WETWELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
26. ALL PROPOSED GRAVITY SANITARY SEWER MAINS, 8" OR GREATER, SHALL BE FLUSHED AND CLEANED.
27. ALL GRAVITY SANITARY SEWER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER. DUCTILE IRON CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
28. SEWER FORCE MAINS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS. TESTS SHALL BE CONDUCTED BEFORE FINAL PAVING AND IN THE PRESENCE OF THE CITY'S INSPECTOR. MAXIMUM PRESSURE LOSS SHALL BE 5 PSI ON THE GAUGE.
29. ALL GRAVITY SANITARY SEWER PIPE SYSTEMS SHALL BE TELEVISED IN THE PRESENCE OF THE CITY INSPECTOR AND COPIES OF THE VIDEO AND WRITTEN REPORT SHALL BE SUBMITTED IN DVD FORMAT TO THE INSPECTOR AT LEAST FORTY EIGHT (48) HOURS PRIOR TO REQUESTING FINAL INSPECTIONS. ANY DEFECTS NOTED SHALL BE CORRECTED PRIOR TO ACCEPTANCE BY THE CITY.
30. ALL GRAVITY SANITARY SEWER PIPES, PRIOR TO ACCEPTANCE BY THE CITY, SHALL BE TELEVISED BY A REPUTABLE COMPANY THAT ENGAGES IN THIS TYPE OF WORK. THE VIDEO SHALL BE IN DVD FORMAT WITH HIGH QUALITY STANDARD RESOLUTION USING A CAMERA WITH SUITABLE LIGHTING TO ALLOW A CLEAR AND FOCUSED PICTURE OF THE ENTIRE INSIDE PIPE CIRCUMFERENCE. THE VIDEO SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING VIEWED. WRITTEN LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE DVD SUBMISSION TO THE CITY.

### FORCE MAIN & REUSE MAIN STANDARDS

DIAMETER	MATERIAL	STANDARD
2" - 4"	PVC 1120 / SDR 21	ASTM D 2241
> 4" - 12"	PVC 1120 / DR18	AWWA C 900
14" - 36" ( 14" - 24" → DR - 18) ( 30" - 36" → DR - 18)	PVC 1120	AWWA C 905
ALL SIZES	HDPE (DIPS) DR 11	ASTM F 714

NOTE: PVC PIPE COLOR SHALL BE GREEN FOR SEWER FORCE MAIN, AND PURPLE FOR REUSE MAIN.

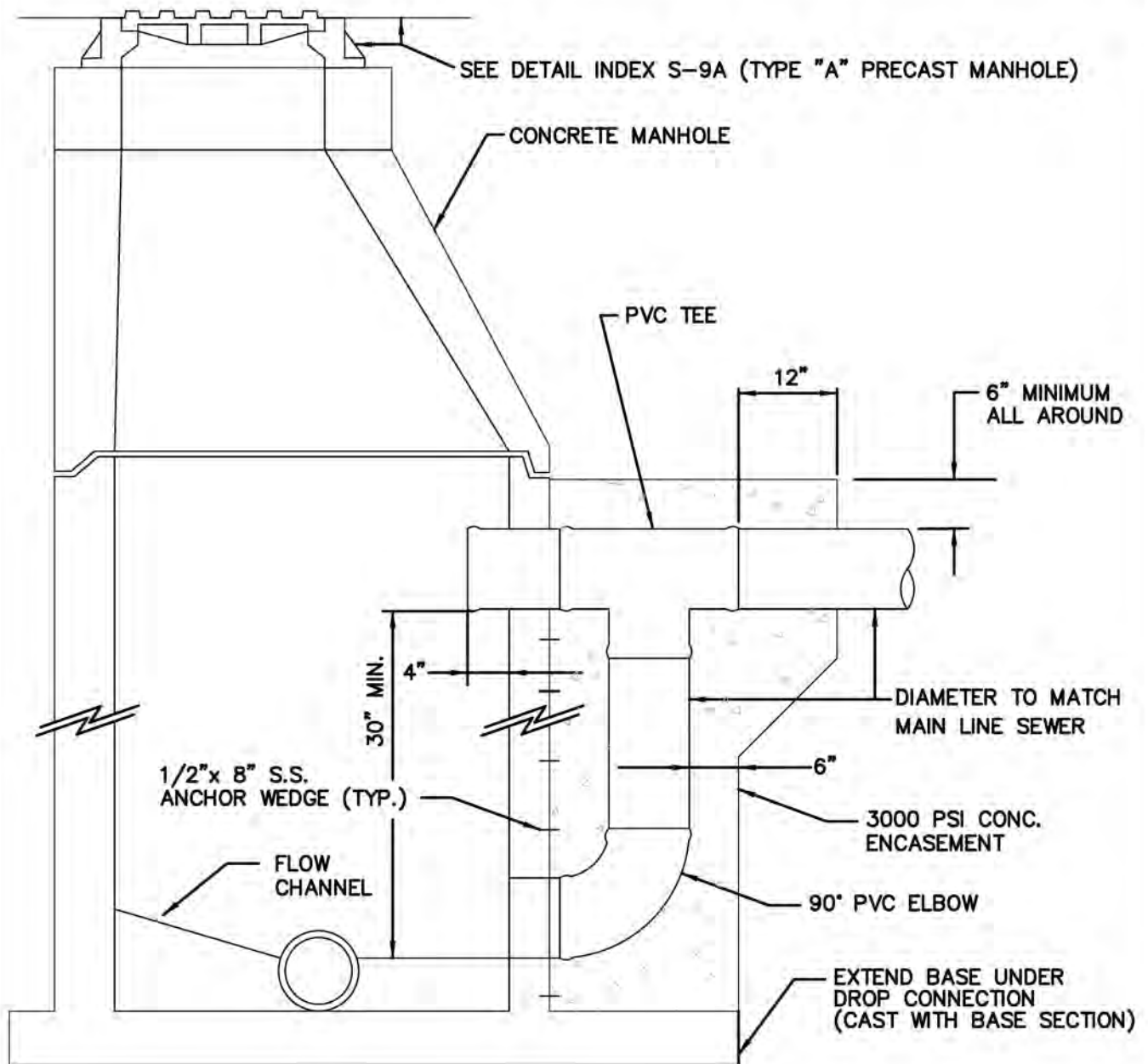


STANDARD CONSTRUCTION DETAIL  
GENERAL NOTES  
SANITARY SEWER CONSTRUCTION

INDEX

S-1C

March 2022



PROVIDE RUBBER GASKET PER A.S.T.M. C-923, CAST INTEGRALLY IN MANHOLE WALL AND LOCATED AS REQUIRED FOR 8" SANITARY SEWER

NOTE: FOR USE WHERE FREE DROP IS GREATER THAN 30". FOR GRAVITY SEWER AND FORCE MAINS.



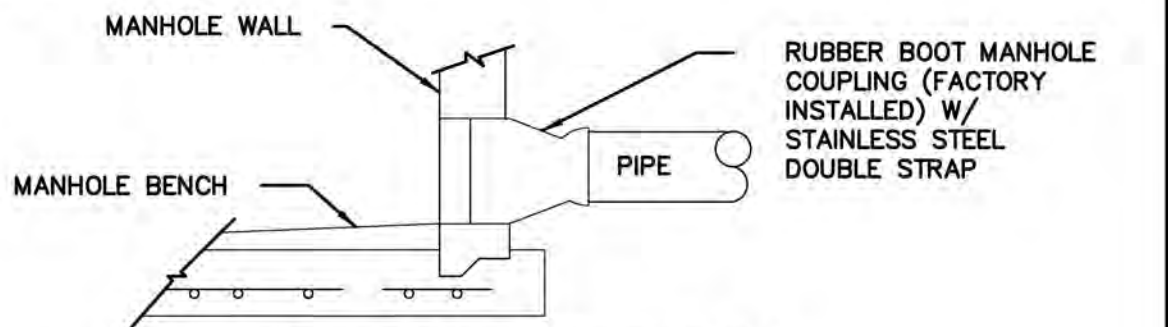
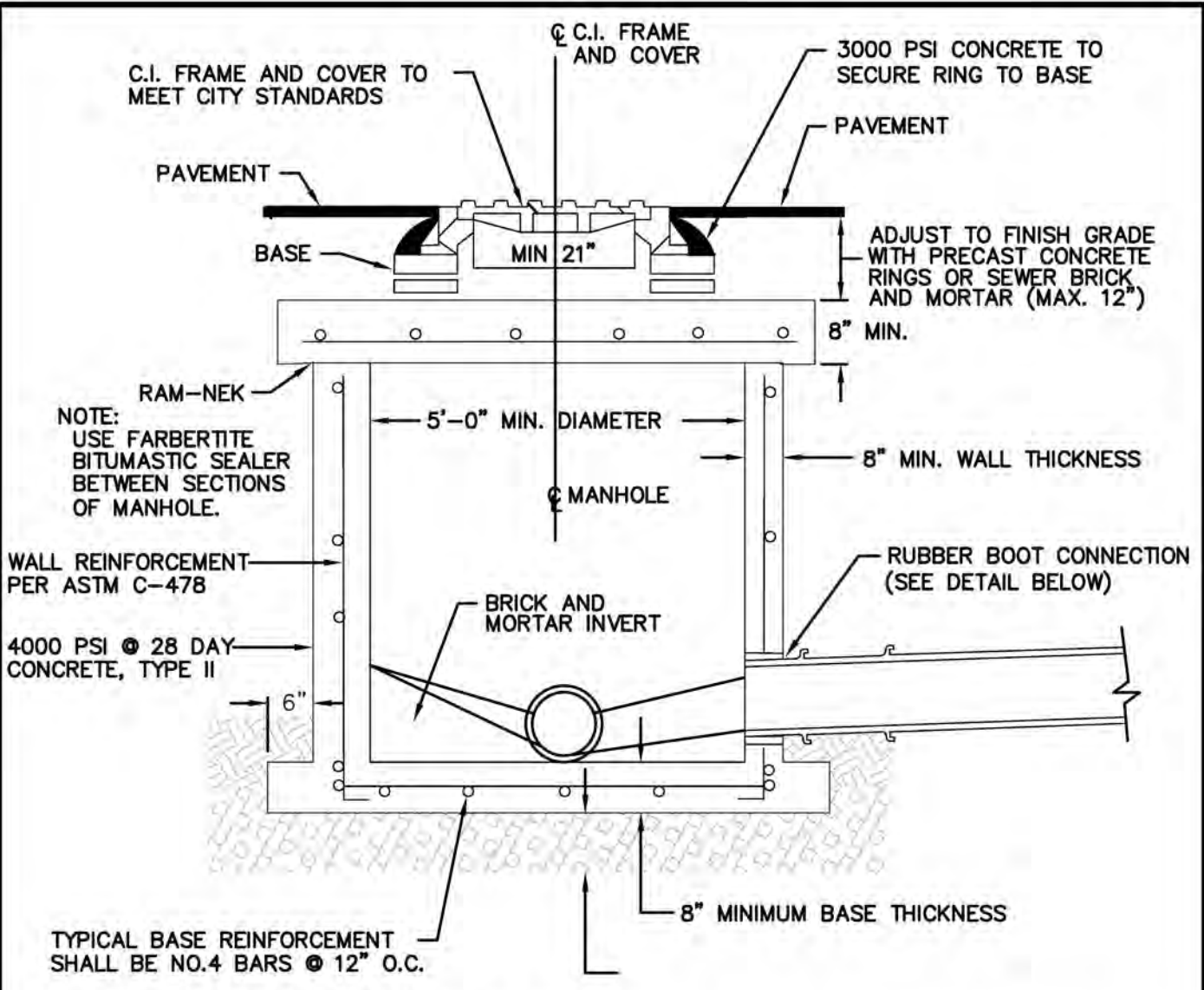
STANDARD CONSTRUCTION DETAIL  
OUTSIDE DROP CONNECTION  
(FOR NEW MANHOLES)

NTS.

INDEX

S-2

March 2022



**RUBBER BOOT CONNECTION  
DETAIL**

USE FOR MANHOLES OF  
5'-0" OR LESS IN DEPTH

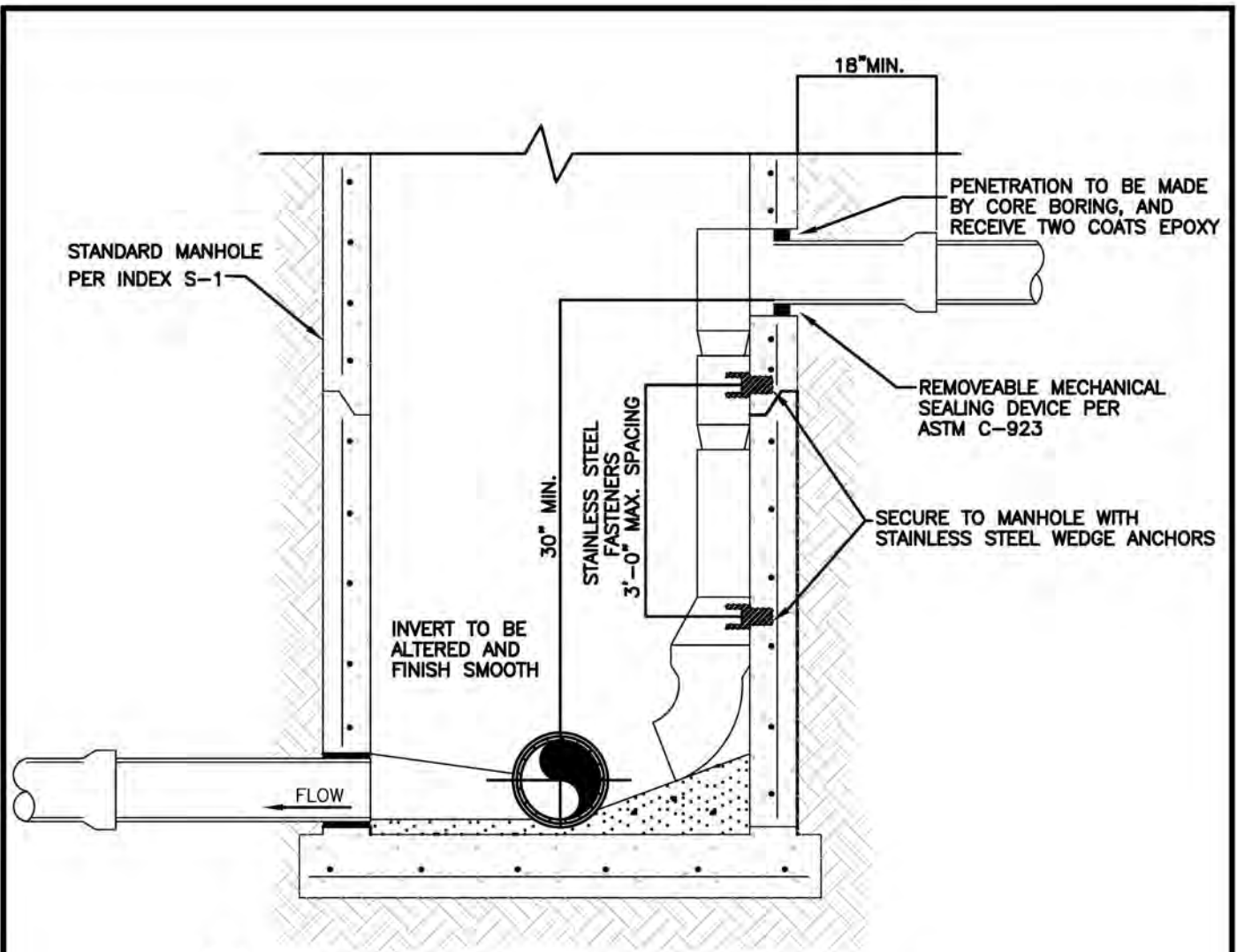


STANDARD CONSTRUCTION DETAIL  
SHALLOW MANHOLE  
NTS.

INDEX

S-3

March 2022



**NOTES:**

1. ALL PIPING ENTERING EXISTING STRUCTURES SHALL BE ACCOMPLISHED BY MECHANICAL ROTARY CORE BORING THE MANHOLE RISER. AFTER INSTALLATION OF PIPING, THE ANNULAR SPACE BETWEEN PIPING AND CONCRETE, SHALL BE SEALED WITH LINK-SEAL, THUNDERLINE SEALS, OR APPROVED EQUAL.
2. ALL FITTINGS SHALL BE SCH.40 PVC AS WELL AS DROP PIPE
3. FOR INSIDE DROPS UP TO 12" DIA USE INTRAFLOW LOW PROFILE INSIDE DROP SYSTEM AS MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS OR APPROVED EQUAL.
4. FOR INSIDE DROPS LARGER THAN 12" DIA ALL FERROUS MATERIALS SHALL BE FULLY COATED IN AND OUT WITH 2 COATS OF KOPPERS 300-M EPOXY 8 MILS DFT, TOGETHER WITH THE PENETRATION THROUGH THE STRUCTURE WALL STAINLESS STEEL SHALL NOT BE COATED.
5. ADAPTORS CONNECTING DIFFERENT PIPING MUST BE MANUFACTURED FOR THIS PURPOSE; SUBMIT DETAILS TO ENGINEER FOR APPROVAL.
6. FOR USE WHERE FREE DROP IS GREATER THAN 30". FOR GRAVITY SEWER AND FORCE MAINS.



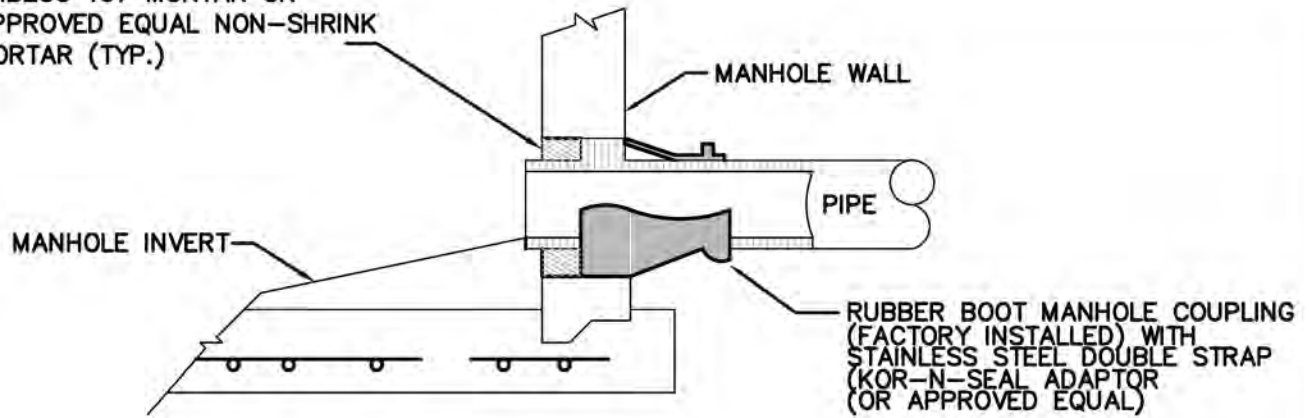
**STANDARD CONSTRUCTION DETAIL**  
**INSIDE DROP CONNECTION**  
**(FOR EXISTING MANHOLES)**  
 NTS

INDEX

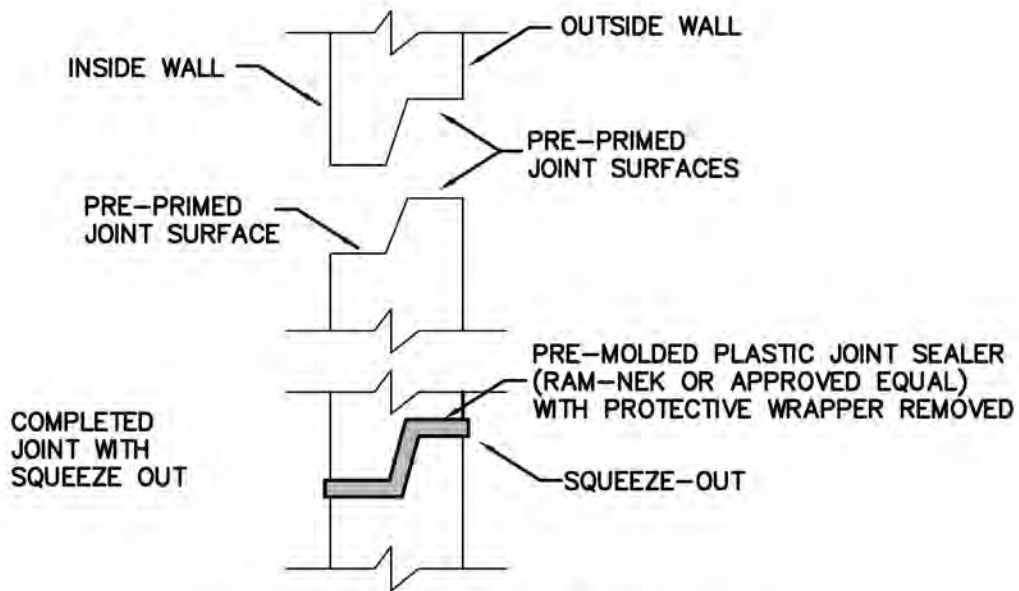
S-4

March 2022

FILL ANNULAR SPACE WITH  
EMBECO 167 MORTAR OR  
APPROVED EQUAL NON-SHRINK  
MORTAR (TYP.)



## MANHOLE PIPE CONNECTION



NOTE: ALL CONNECTIONS TO EXISTING SANITARY SEWER MANHOLES SHALL UTILIZE A CORING METHOD AND THE IN-FIELD INSTALLATION OF A RUBBER BOOT INTO THE MANHOLE AND THEN SECURED WITH A STAINLESS STEEL DOUBLE STRAP.

## PRECAST JOINT CONNECTION



STANDARD CONSTRUCTION DETAIL

RUBBER BOOT AND PRECAST  
JOINT CONNECTION DETAIL

NTS.

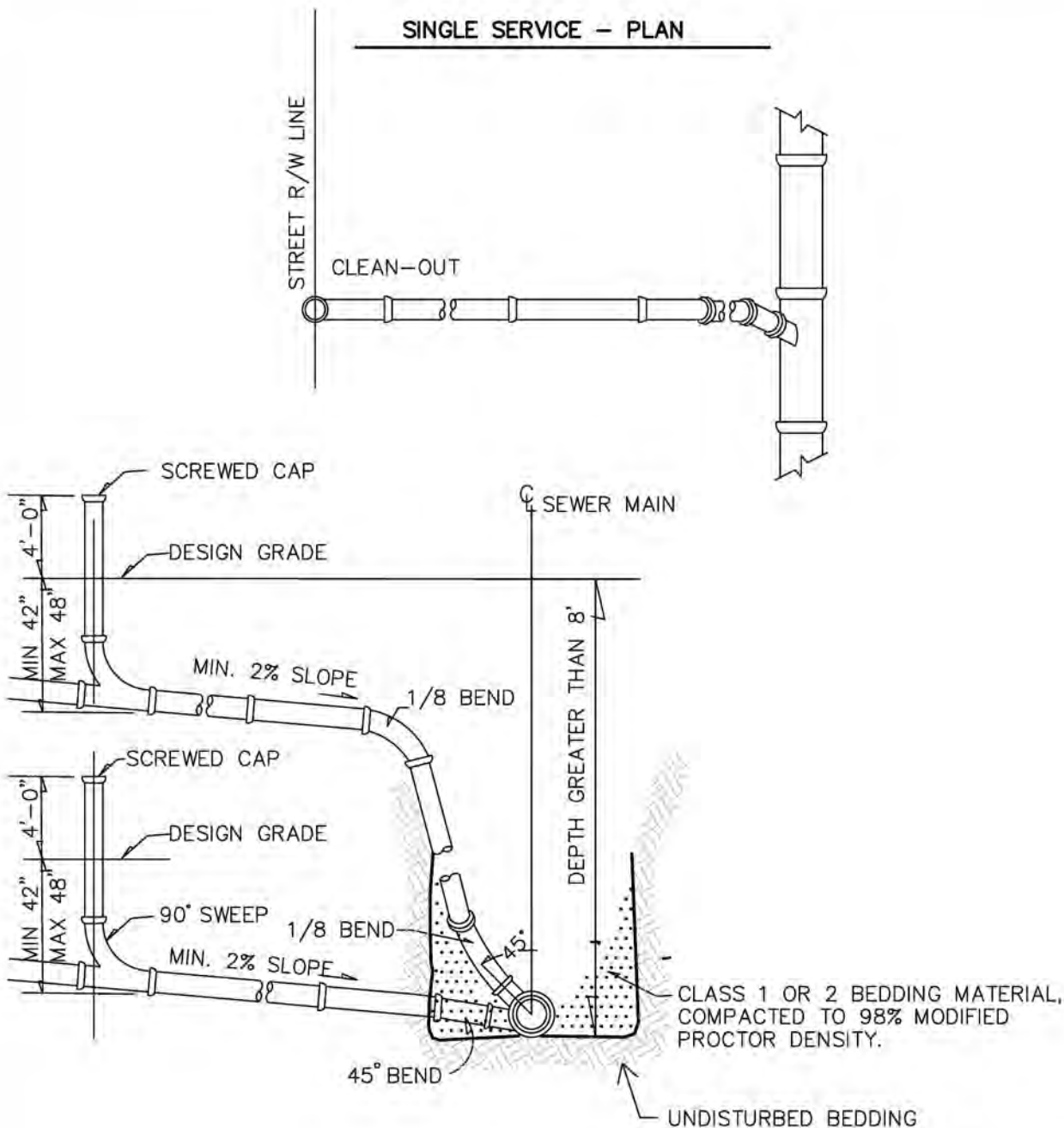
INDEX

S-5

March 2022



**SINGLE SERVICE - PLAN**



**SEWER LATERAL**

NOTE: USE OF STYRENE MATERIAL  
WILL NOT BE PERMITTED.

NOTE

SINGLE SERVICES SHALL BE MIN:  
6" DIA. COMMERCIAL  
AND 4" DIA. (MIN.) RESIDENTIAL

ALL JOINTS TO BE RUBBER  
GASKET (NO GLUED FITTINGS)



**STANDARD CONSTRUCTION DETAIL**

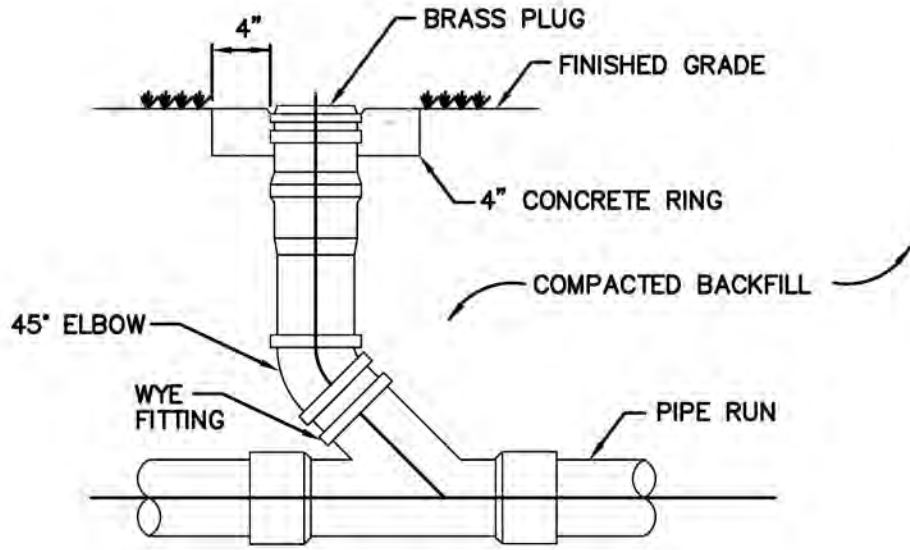
**SEWER LATERAL DETAIL**

NTS.

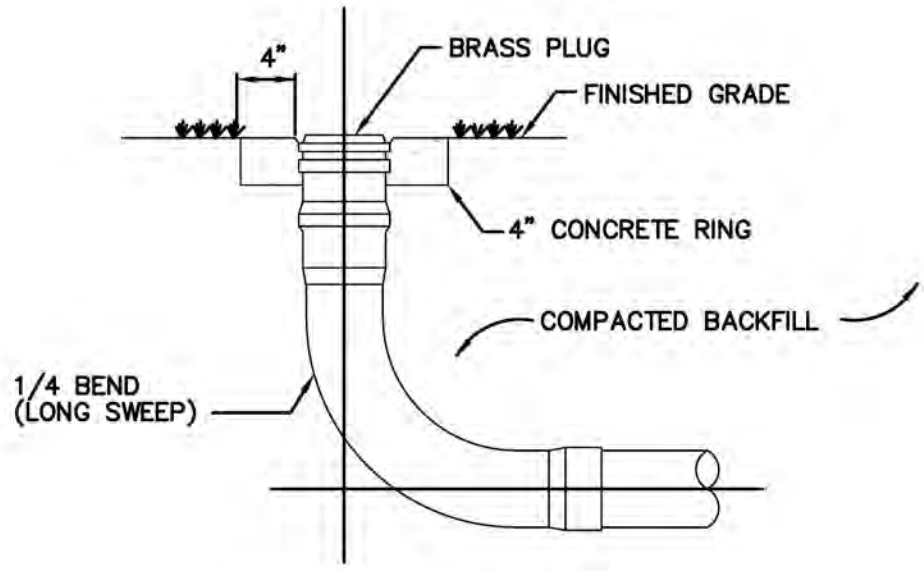
**INDEX**

**S-6**

**March 2022**



IN-LINE CLEANOUT



TERMINAL CLEANOUT

NOTE: CONCRETE COLLAR REQUIRED IN UNPAVED AREAS

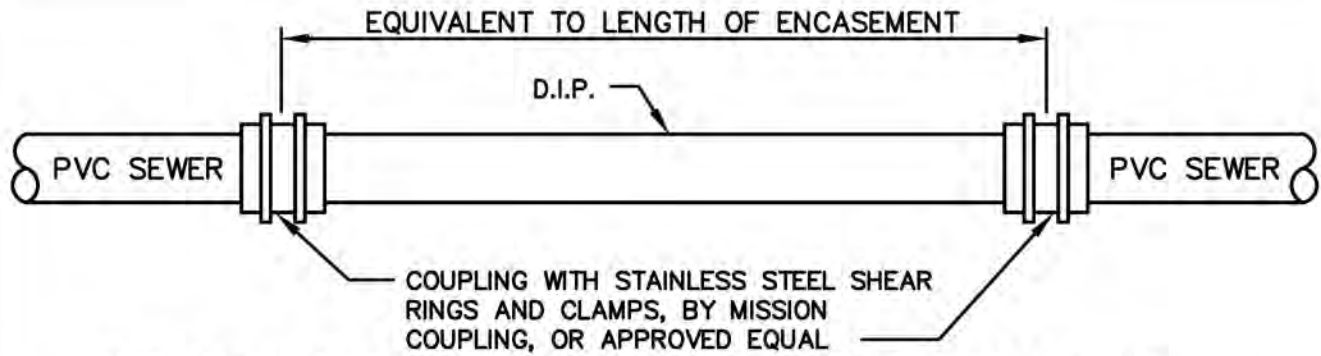


STANDARD CONSTRUCTION DETAIL  
 CLEANOUT DETAIL  
 NTS.

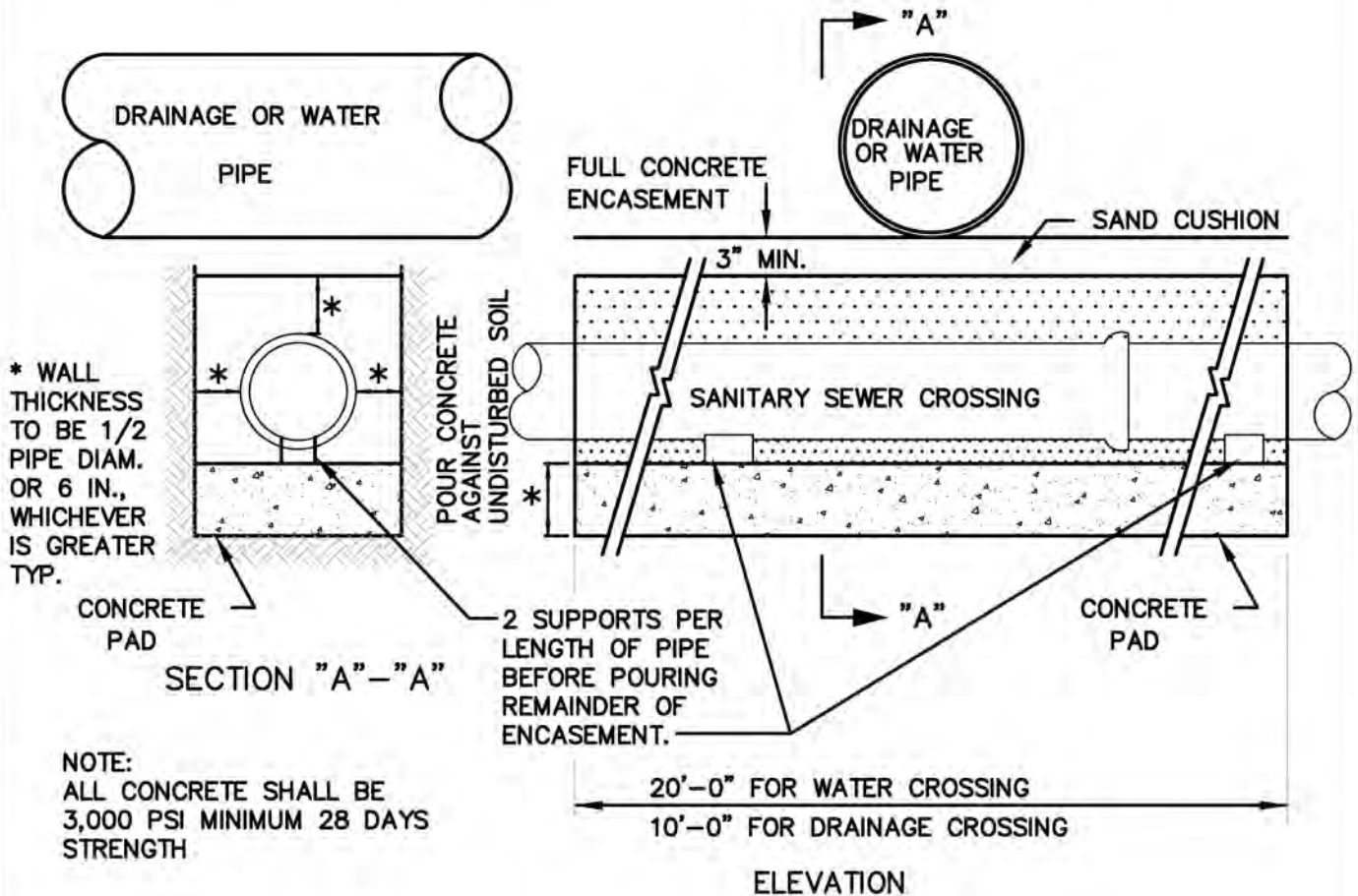
INDEX

S-7

March 2022



**DUCTILE IRON ALTERNATE TO CONCRETE SEWER ENCASEMENT**



WATER MAIN SHALL BE LOCATED ABOVE ENCASEMENT AS SHOWN ON PLANS OR DETERMINED IN THE FIELD, USE ENCASEMENT WHERE VERTICAL CLEARANCE BETWEEN WATER MAIN AND SEWER IS LESS THAN 18 INCHES.

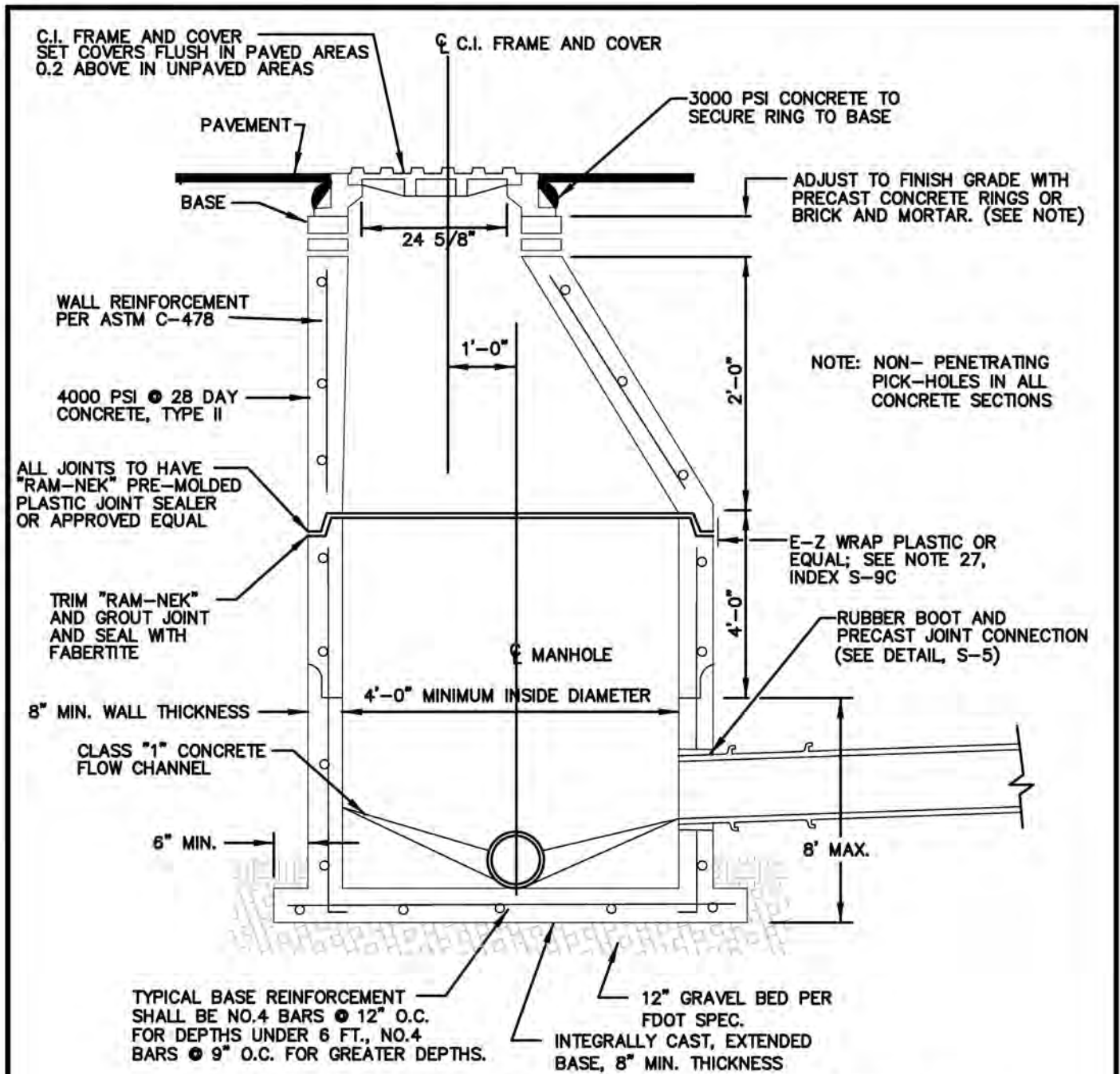


STANDARD CONSTRUCTION DETAIL  
SANITARY SEWER CROSSING  
NTS.

INDEX

S-8

March 2022



NOTES: 1. THE TOP OF THE CONE SHOULD BE SET 2 1/2" MIN. - 12" MAX. BELOW THE BOTTOM OF THE MANHOLE COVER FRAME TO ACCOMODATE FUTURE GRADE CHANGES (USE BRICK AND MORTAR OR PRECAST CONCRETE RINGS).

2. THE INTERIOR AND EXTERIOR SURFACES OF EACH CONCRETE MANHOLE, INCLUDING ADJUSTING RINGS, SHALL BE GIVEN TWO COATS (TOTAL DRY FILM THICKNESS OF 12 MILS) OF BITUMASTIC COATING, EXCEPT MANHOLES WHICH RECEIVE DISCHARGE FROM A FORCE MAIN AND ANY MANHOLES LOCATED WITHIN 200' OF A LIFT STATION OR ANY MANHOLES OUTSIDE OF THE RIGHT-OF-WAY. A SULFIDE CORROSION-RESISTANT MATERIAL SHALL BE USED AS LINER FOR THOSE MANHOLES THAT MEET THE CONDITIONS STATED ABOVE. THE LINER SHALL BE EITHER FIBERGLASS OR PVC OR AS APPROVED BY THE CITY.

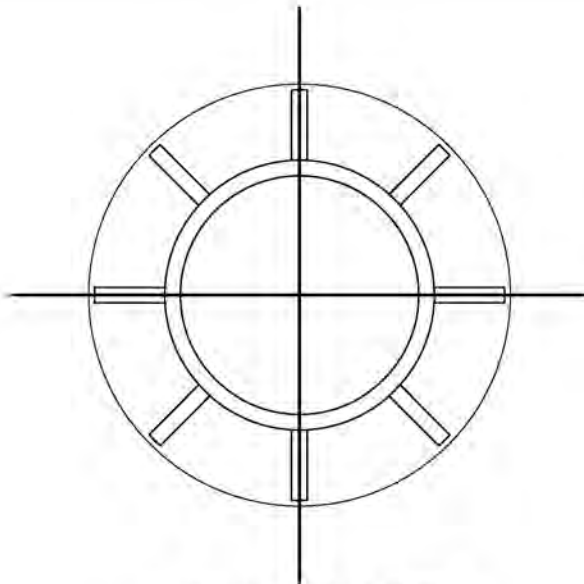


STANDARD CONSTRUCTION DETAIL  
 TYPE "A" PRECAST MANHOLE  
 NTS

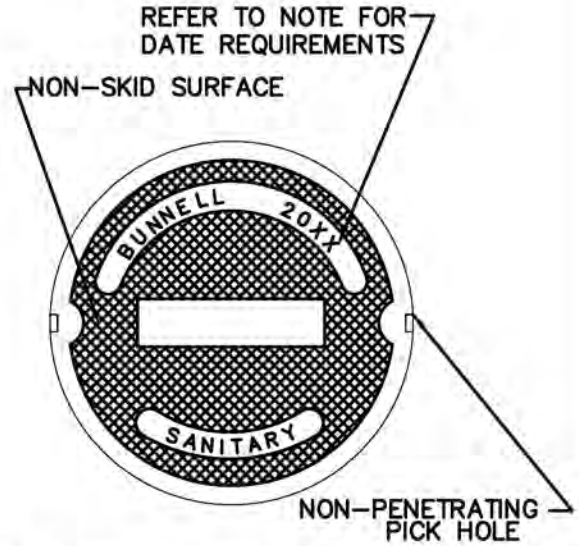
INDEX

S-9A

March 2022



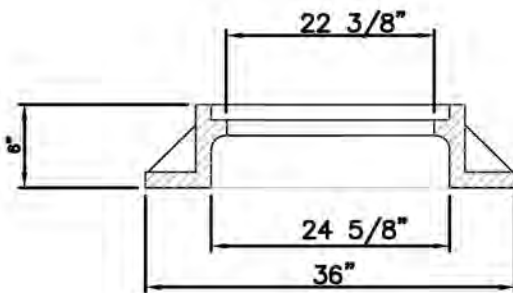
RING TOP VIEW



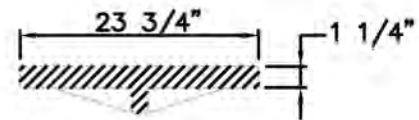
XX = USE CURRENT YEAR OF MANUFACTURE

COVER DETAIL

N.T.S.



RING SECTION



COVER SECTION

NOTE: MANHOLE RING AND COVER SHALL CONFORM TO FDOT STANDARD INDEX 201, SHEET 1 OF 6, AS SHOWN IN ROADWAY TRAFFIC DESIGN STANDARDS.

NOTE: YEAR STAMP TO MATCH CASTING YEAR

U. S. FOUNDRY 195E-ORS ("O" RING SEAL) OR APPROVED EQUAL

COVER TYPE	LOAD RATING	COVER WEIGHT	TOTAL WEIGHT
BJ	HEAVY DUTY	200	350

FOR MANHOLES IN FL. D.O.T. R/W OR AS DETERMINED BY THE CITY. THE COVER TYPE SHALL BE - BJ HEAVY DUTY 200 LBS W/ ORS.

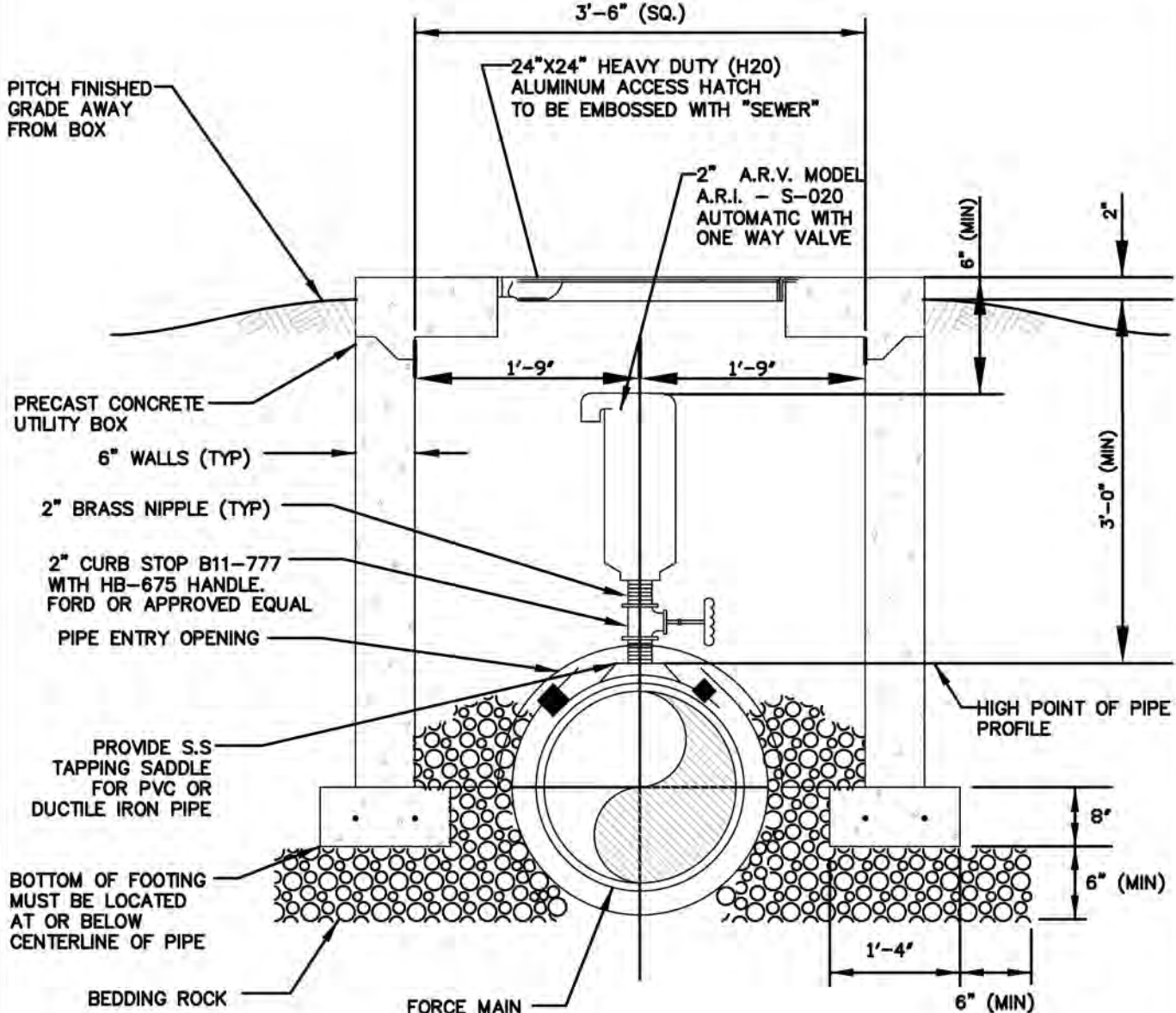


STANDARD CONSTRUCTION DETAIL  
MANHOLE RING AND COVER DETAIL  
N.T.S.

INDEX

S-9B

March 2022



**NOTE:**

1. GALVANIZED PIPE AND FITTINGS NOT ACCEPTABLE FOR THIS INSTALLATION
2. STRUCTURE TO BE ADEQUATE FOR AASHTO H20 LOADING
3. DESIGNER IS RESPONSIBLE FOR PROVIDING CONSTRUCTION MATERIAL AND STEEL REINFORCING REQUIREMENTS
4. NO SURFACE COATING REQUIRED ON VAULT
5. ALUMINUM HATCH TO INCLUDE S.S. HINGE AND S.S. SLAM LOCKS WITH REMOVABLE KEYS
6. FITTINGS AND PIPE FOR A.R.V. SHALL BE BRASS



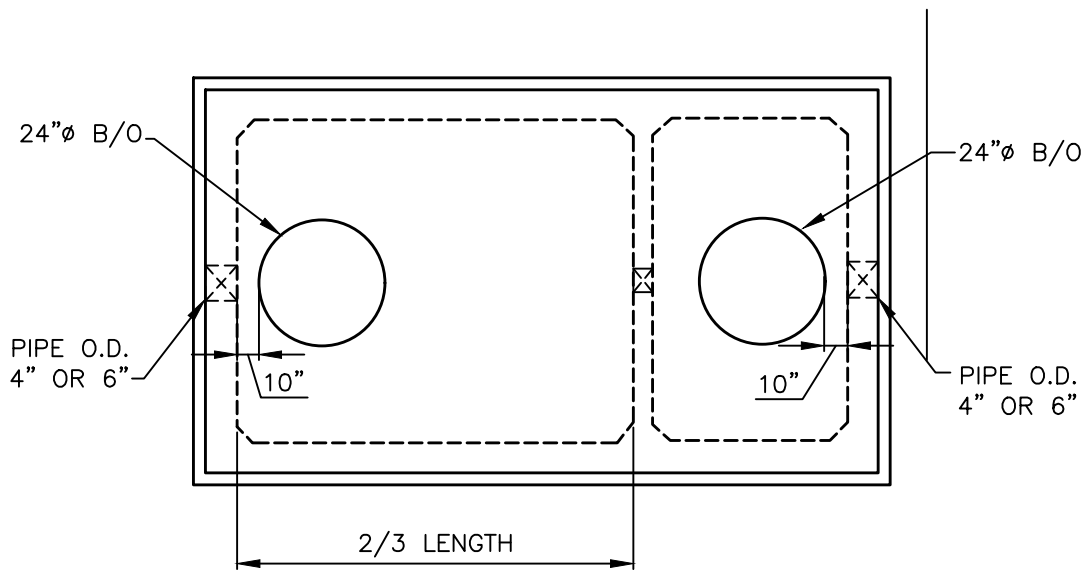
**STANDARD CONSTRUCTION DETAIL  
AUTOMATIC AIR RELEASE VALVE  
(FORCE MAIN)**

NTS

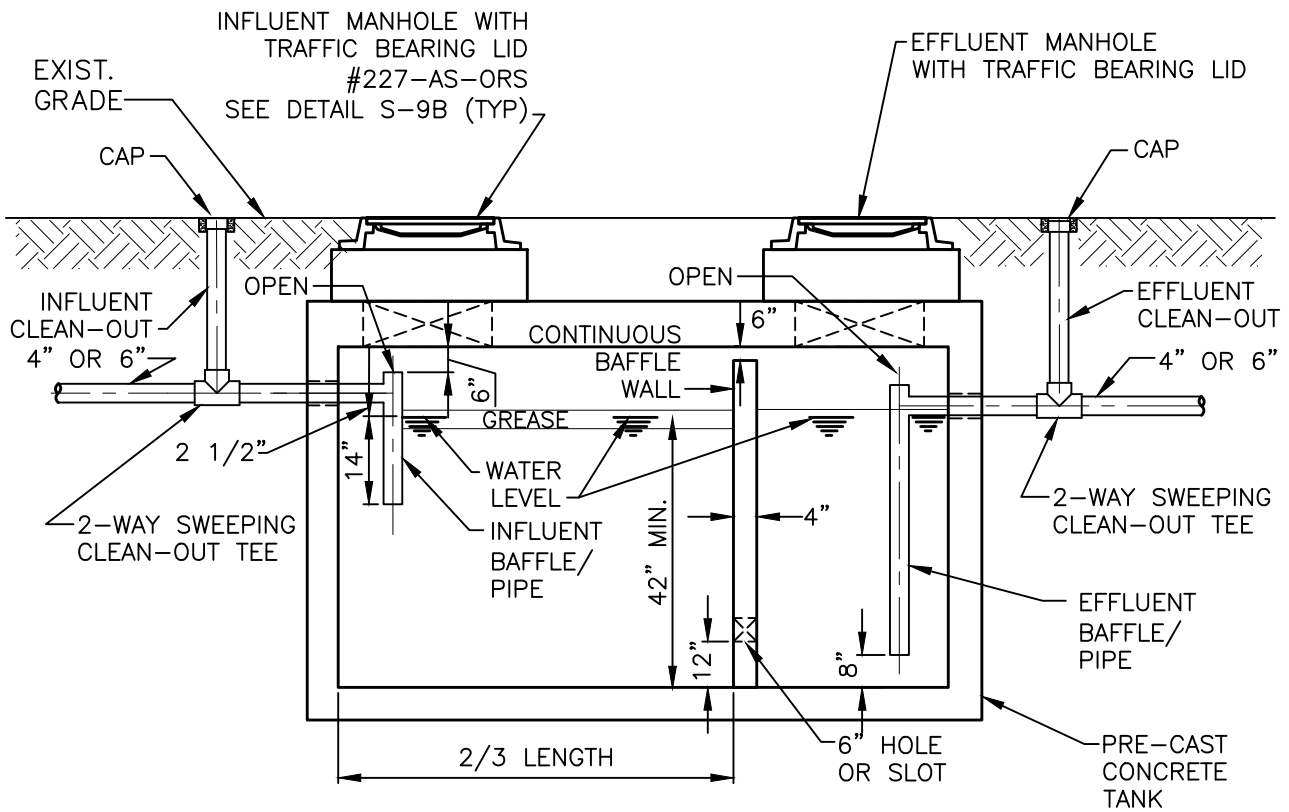
INDEX

S-10

March 2022



**PLAN VIEW**



**SECTION**



**GREASE INTERCEPTOR DETAIL  
PLAN AND SECTION  
NTS.**

**INDEX**

**S-12A**

**March 2022**

**NOTES:**

1. GREASE INTERCEPTOR TANKS SHALL BE DESIGNED AND CONSTRUCTED TO MEET THE STRUCTURAL REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE CHAPTER 64E-6013. STANDARDS APPLY TO NEW CONSTRUCTION AND REMODELING.
2. THE CONTRACTOR OR ENGINEER OF RECORD SHALL PROVIDE THE CITY A COPY OF THE GREASE INTERCEPTOR(S) MANUFACTURER'S DETAILED SHOP DRAWING BEFORE APPROVAL FOR INSTALLATION.
3. GREASE INTERCEPTOR SIZING - THE EFFECTIVE CAPACITY OF EACH GREASE INTERCEPTOR IS DETERMIEND ON A CASE-BY-CASE BASIS AND FORMULATED BY THE UTILITY DEPARTMENT. HOWEVER, THE MINIMUM GREASE INTERCEPTOR TANK VOLUME IS 750 GALLONS AND THE MAXIMUM IS 1,250 GALLONS. IF MORE THAN 1,250 GALLONS IS REQUIRED, THEN ADDITIONAL TANKS ARE INSTALLED IN SERIES FLOWING FROM ONE TO THE NEXT.
4. GREASE INTERCEPTOR TANKS SHALL BE INSPECTED UPON JOB SITE DELIVERY AND BEFORE INSTALLATION FOR STATE MANUFACTURING APPROVAL LEGEND OR DOCUMENTATION, DAMAGE, AND TANK EFFECTIVE CAPACITY BY THE CITY.
5. GREASE INTERCEPTORS APPROVED FOR INSTALLATION BY THE CITY SHALL BE INSTALLED ACCORDING TO THE STANDARDS AND SPECIFICATIONS.
6. GREASE INTERCEPTOR(S) SHALL BE LOCATED AS TO PROVIDE EASY ACCESS FOR ROUTINE INSPECTIONS, CLEANING AND MAINTENANCE AS RQUIRED BY CITY ORDINANCE AND MEET THE FOLLOWING MINIMUM REQUIREMENTS:
  - a. GREASE INTERCEPTORS SHALL BE TWO COMPARTMENTS (2/3 INLET; 1/3 OUTLET), CATEGORY FOUR (C4) TANKS AND CONSTRUCTED OF PRE-CAST CONCRETE OR APPROVED EQUIVALENT.
  - b. GREASE INTERCEPTORS SHALL HAVE A PROTECTIVE WATER-BASED COATING APPLIED TO THE INTERIOR AND EXTERIOR BY THE MANUFACTURER. THE EXTERIOR SHALL BE COATED TO A THICKNESS OF EIGHT (8) MILS, FOUR (4) MILS EACH COAT. THE INTERIOR SURFACES SHALL BE COATED TO A THICKNESS OF TWELVE (12) MILS, FOUR (4) MILS EACH COAT. THE COATING SHALL BE EQUIVALENT TO CONSEAL CS-55.
  - c. TANK WALLS SHALL BE A 4" THICK C4 PRE-CAST CONCRETE OR APPROVED EQUAL FOR ALL TANKS LOCATED IN GREEN (NON-TRAFFIC) AREAS. BOLLARDS OR SOME OTHER DEVICE SHALL BE PLACED AROUND THE TANK FOR PROTECTION. WALLS SHALL BE 6" THICK FOR ALL TANKS LOCATED IN TRAFFIC AREAS.
  - d. TANK BOTTOM SHALL BE A MINIMUM 4" THICK C4 PRE-CAST CONCRETE OR APPROVED EQUAL FOR ALL TANKS LOCATED IN GREEN AREAS. THE TANK BOTTOM SHALL BE 6" THICK FOR ALL TANKS LOCATED IN TRAFFIC AREAS.
  - e. TANK LIDS FOR TRAFFIC BEARING APPLICATIONS SHALL BE A MINIMUM 8" THICK WITH AN H-20 LOAD RATING. TANK LIDS FOR NON-TRAFFIC BEARING APPLICATIONS THAT ARE LOCATED IN GREEN AREAS SHALL BE A MINIMUM 6" THICK.
  - f. TANK BAFFLE WALLS SHALL BE A MINIMUM 4" THICK MONOLITHIC PRE-CAST CONCRETE CONSTRUCTION WITH A 6" FLOW THROUGH HOLE LOCATED 12" ABOVE THE FLOOR IN THE BAFFLE WALL.
  - g. ACCESS MANHOLES SHALL BE A MINIMUM 24" DIAMETER AND LOCATED OVER THE INLET AND OUTLET OF EACH INTERCPETOR AND BROUGHT TO FINISHED GRADE IN PAVED AREAS AND 2" ABOVE FINISHED GRADE IN GREEN AREAS. THE MANHOLE COVER LIDS SHALL BE LABELED (GREASE INTERCEPTOR OR GREASE TRAP) AS TO IDENTIFY THE DEVICE.
  - h. TANK PLUMBING SHALL BE A MINIMUM FOUR-INCH DIAMETER SCHEDULE 40 PVC. FITTINGS SHALL NOT HAVE LEDGES, SHOULDERS OR REDUCTIONS CAPABLE OF RETARDING OR OBSTRUCTING FLOW IN THE PIPING. THE INLET PIPE INVERT SHALL ENTER THE TANK A MINIMUM OF 2-1/2" ABOVE THE TANK LIQUID LEVEL AND CONNECT TO A SANITARY TEE. A DROP PIPE SHALL BE CONNECTED TO THE INLET TEE AND EXTEND STRAIGHT DOWN, 14" BELOW LIQUID LEVEL. THE OUTLET PIPE SHALL CONNECT TO A SANITARY TEE WITH A DROP PIPE EXTENDING STRAIGHT DOWN FROM THE BOTTOM OF THE TEE TO 8" OFF THE TANK FLOOR.
  - i. TWO-WAY SWEEPING CLEANOUT TEES SHALL BE PROVIDED AT THE INLET (INFLUENT) AND OUTLET (EFFLUENT) ENDS OF EACH TANK AND BETWEEN TANKS IF IN SERIES. CLEANOUTS LOCATED IN TRAFFIC AREAS SHALL BE PROTECTED WITH THE INSTALLATION OF A CONCRETE BOX WITH METAL LID (ELEPHANTS FOOT).
  - j. ALL NEWLY INSTALLED GREASE INTERCEPTORS SHALL BE CLEANED OF ANY ACCUMULATION OF WATER, SILT, DEBRIS, OR FOREIGN MATTER OF ANY KIND AND BE FREE OF SUCH ACCUMULATION AT THE TIME OF FINAL INSPECTION.
  - k. UNDER THE SINK UNITS SHALL BE DEEMED GRANDFATHERED UNLESS UNIT IMPROVEMENTS EXCEED 50% OF VALUE.
7. GREASE INTERCEPTOR SHALL BE VENTED IN ACCORDANCE WITH CHAPTER 9 AND 10 OF THE FLORIDA BUILDING CODE - PLUMBING AT TIME OF INSTALLATION. INSPECTION OF VENTING SYSTEM REQUIRED BY CITY OF BUNNELL BUILDING DEPARTMENT PRIOR TO COVERING OR OTHERWISE CONCEALING GREASE INTERCEPTOR AND VENTING SYSTEM.



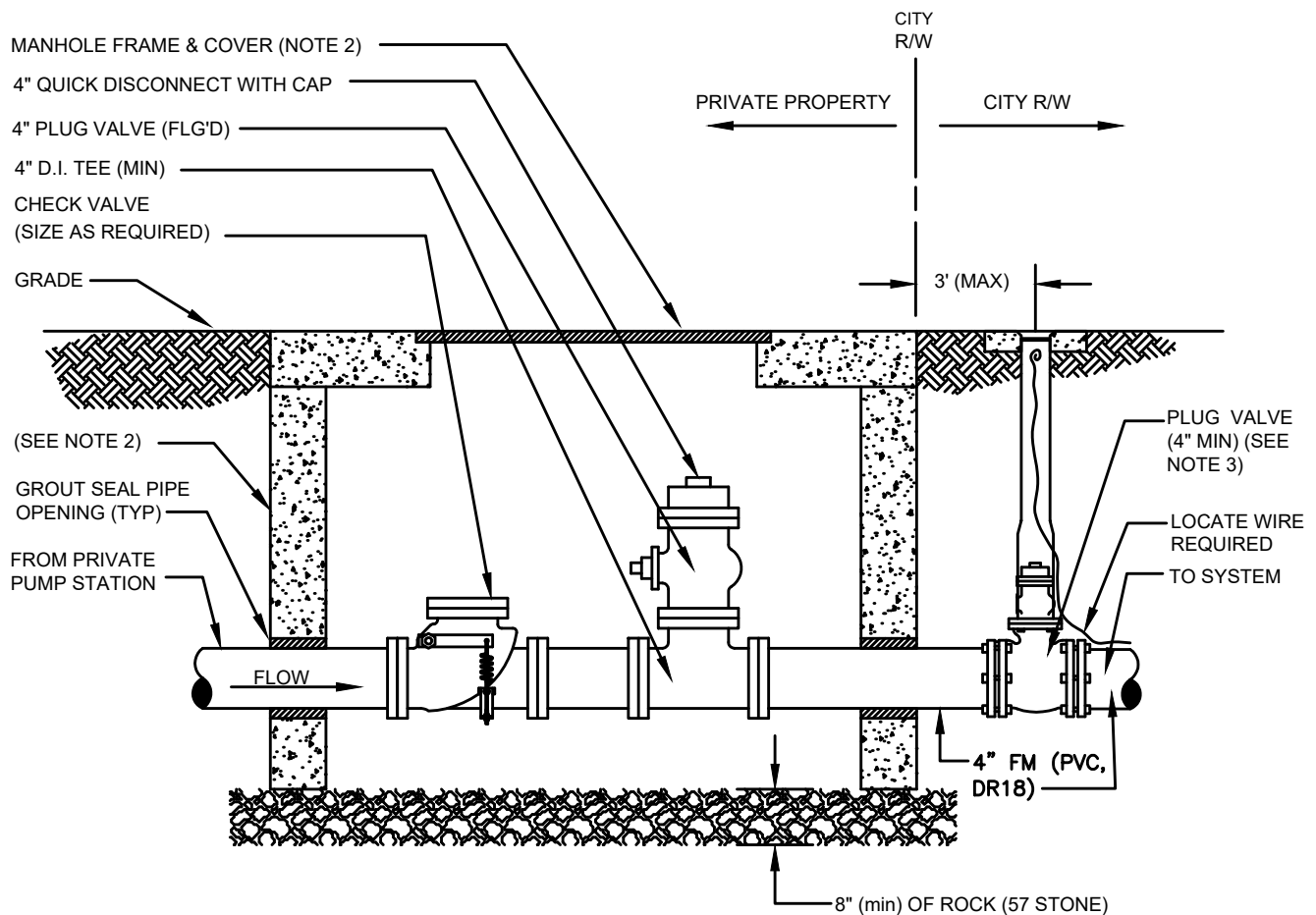
**GREASE INTERCEPTOR NOTES**  
**GENERAL NOTES**  
**NTS.**

**INDEX**

**S-12B**

**March 2022**





**NOTES :**

1. SEWER PUMP-OUT BOX SHALL BE CONSTRUCTED ON PRIVATE PROPERTY AND LOCATED AT THE R/W LINE. THE PREFERRED CONSTRUCTION LAYOUT IS SHOWN ABOVE.
2. ASSEMBLY TO BE ENCLOSED WITHIN A 48"x48" (MIN) PRECAST CONCRETE BOX WITH OPEN BOTTOM W/H-20 TRAFFIC LOADING COVER OR TYPE "C" MANHOLE OPEN BOTTOM WITH FRAME AND COVER (NON-LOGO TYPE COVER).
3. A CITY APPROVED PLUG VALVE (4" MIN) SHALL BE PROVIDED AT THE R/W LINE FOR ALL FORCE MAIN PIPING WHICH EXCEEDS 15' LINEAR FEET WITHIN THE CITY R/W AREA. THE PLUG VALVE AT THE R/W LINE IS NOT REQUIRED WHERE THE CONNECTION (CONNECTION AT CITY MAIN) IS LOCATED ON THE SAME SIDE OF THE STREET AS THE PUMP-OUT BOX (SHORT-SIDE SERVICE) AND CONSIST OF 15 LINEAR FEET OR LESS WITHIN THE CITY R/W AREA.
4. NO CONNECTIONS PERMITTED INTO CITY FORCE MAINS WHICH ARE GREATER THAN 12" SIZE UNLESS THE CONNECTION IS FROM A MASTER PUMP STATION (441GPM, MIN.)
5. QUICK DISCONNECT WITH CAP SHALL BE ALUMINUM AND BE POSITIONED DIRECTLY UNDER MANHOLE LID FOR ACCESS.



**STANDARD CONSTRUCTION DETAIL**  
**PRIVATE PUMP-OUT**  
**DETAIL ASSEMBLY**

NTS.

INDEX

S-13

March 2022

IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS-BUILT" DRAWINGS:

1. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
2. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE "AS-BUILT" CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE EXISTING AND DESIGNED PROFILE GRADE LINES. ALL STREET CENTERLINES ON "AS-BUILTS" SHALL BE LABELED WITH STREET NAME AND RIGHT-OF-WAY WIDTH ON EVERY PAGE.
3. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
4. STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS "AS-BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
5. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
6. ALL APPLICABLE TOPOGRAPHIC INFORMATION, PERTINENT TO THE ON SITE DRAINAGE SYSTEM SUCH AS DITCHES, LAKES, CANALS, ETC. THAT ARE DEEMED APPROPRIATE BY THE CITY SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
7. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
8. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET.
9. ANY SPECIAL FEATURES SUCH AS CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
10. SUBMIT CERTIFIED PAPER PRELIMINARY "AS-BUILTS" WITH REQUEST FOR FINAL INSPECTION. SUBMIT 3 SETS SHOWING STREET AND DRAINAGE FACILITIES. FOLLOWING FINAL INSPECTION AND COMMENTS, CONTRACTOR SHALL REVISE AS-BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS-BUILTS". ALL "AS-BUILT" DRAWINGS SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR AND CERTIFIED THAT THEY HAVE BEEN REVIEWED BY ENGINEER OF RECORD. PROVIDE A CD OF AUTOCAD DRAWINGS AND PDF FILES OF EACH INDIVIDUAL SHEET (CITY TO APPROVE THE VERSION OF AUTOCAD). AS-BUILTS SHALL BE IN STATE PLANE COORDINATES. HORIZONTAL COORDINATES SHALL BE IN NAD 1983 AND VERTICAL COORDINATES IN NAVD 1988.



STANDARD CONSTRUCTION DETAIL  
REQUIREMENTS FOR "AS-BUILT" DRAWINGS  
(PAVING & DRAINAGE)

INDEX

M-1A

March 2022

IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS-BUILT" DRAWINGS:

1. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING AS-BUILT INFORMATION.
2. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING AS-BUILT INFORMATION.
3. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
4. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES EVERY 500 FEET. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING AS-BUILT INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED.
5. CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
6. WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING AS-BUILT INFORMATION.
7. WATER VALVES, TEES, ALL SERVICES, BLOW-OFFS AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.
8. SUBMIT CERTIFIED PAPER PRELIMINARY "AS-BUILTS" WITH REQUEST FOR FINAL INSPECTION. SUBMIT 3 SETS SHOWING WATER FACILITIES AND 3 WITH SEWER FACILITIES. FOLLOWING FINAL INSPECTION AND COMMENTS, CONTRACTOR SHALL REVISE AS-BUILTS TO ADDRESS CITY COMMENTS AND SUBMIT 3 SETS CERTIFIED FINAL "AS-BUILTS".(5 SETS FOR SUBDIVISIONS) ALL "AS-BUILT" DRAWINGS SHALL BE CERTIFIED BY A REGISTERED LAND SURVEYOR AND ENGINEER OF RECORD. PROVIDE A CD OF AUTOCAD DRAWINGS AND PDF FILES OF EACH INDIVIDUAL SHEET.

NOTE: REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.



STANDARD CONSTRUCTION DETAIL  
 REQUIREMENTS FOR AS BUILT DRAWINGS  
 (WATER & SEWER)

INDEX

M-1B

March 2022

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY LAND DEVELOPMENT CODE REQUIREMENTS, AND THE MINIMUM STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS. AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY.
3. NOTIFY THE CITY UTILITY DIVISION AT (386)437-7515 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY UTILITY DIVISION AT (386)437-7515 WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY PRIOR TO REQUESTING A FINAL INSPECTION.
9. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORMWATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY'S UTILITY DIVISION PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
10. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
11. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
12. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THE CONSTRUCTION PLANS REQUIRE WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY UTILITY DIVISION.
13. ANY DIRECTIONAL BORES WILL BE PER SECTION 555 OF FDOT STANDARD SPECIFICATIONS (LATEST EDITION)

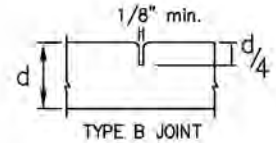
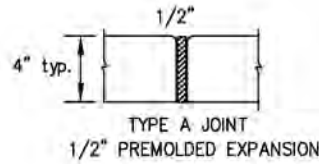
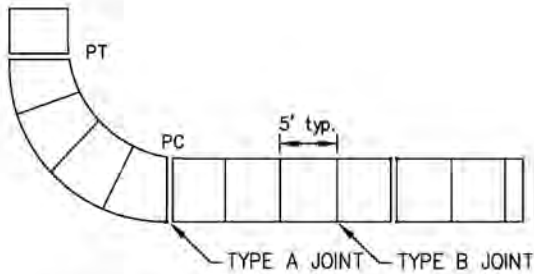


STANDARD CONSTRUCTION DETAIL  
GENERAL CONSTRUCTION NOTES

INDEX

M-2

March 2022



1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 6 +/- 1 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTILE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A AND FLORIDA ACCESSIBILITY CODE ARE MET.
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FOOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 5 FEET WHICHEVER IS GREATEST.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.



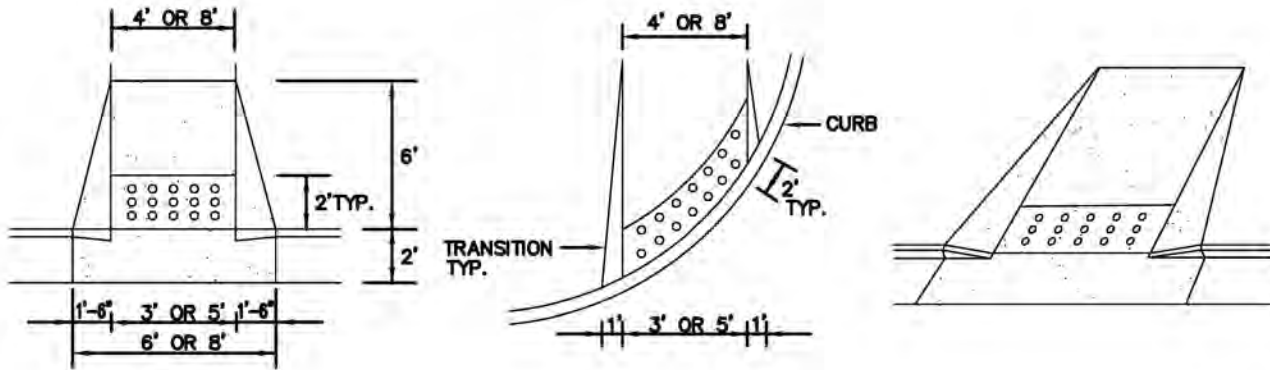
STANDARD CONSTRUCTION DETAIL  
SIDEWALK, RAMP, AND DRIVEWAY APRON  
CONSTRUCTION REQUIREMENTS

NTS

INDEX

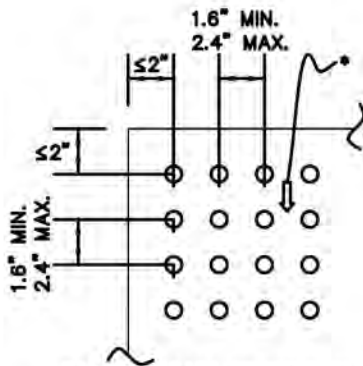
M-3

March 2022

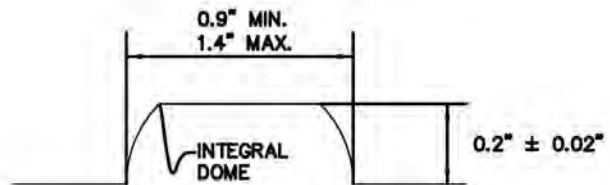


**NOTES:**

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.



BASE-TO-BASE SPACING SHALL BE 0.65\"/>



**NOTES:**

- \*\* ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

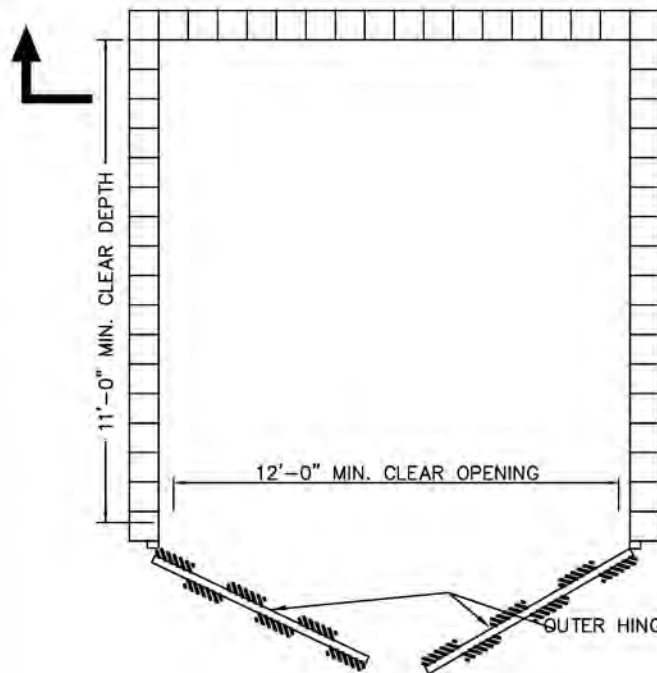


STANDARD CONSTRUCTION DETAIL  
SIDEWALK AND BIKE PATH RAMP  
NTS

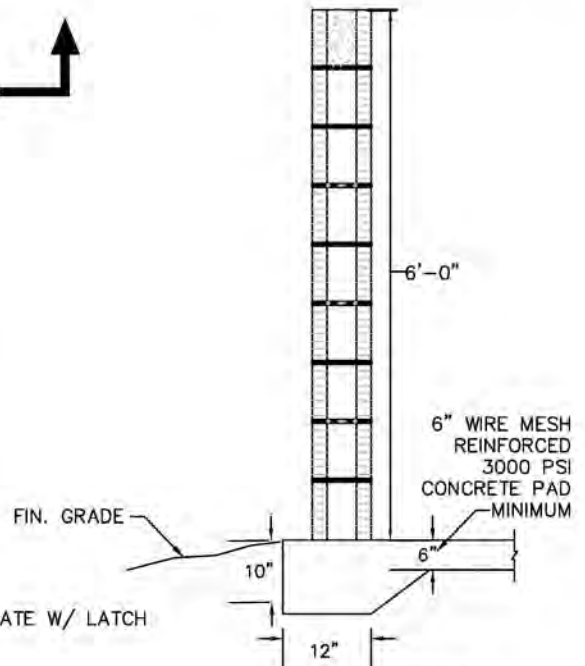
INDEX

M-4

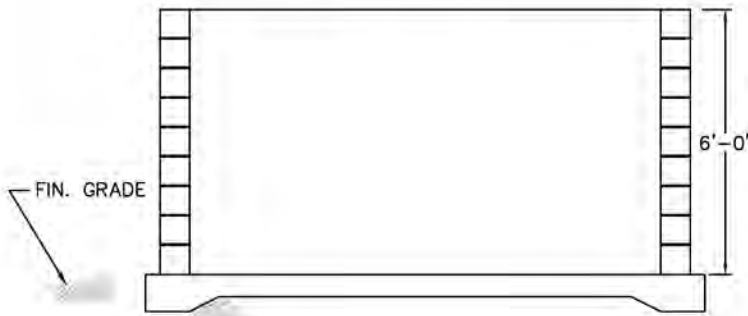
March 2022



PLAN VIEW



WALL SECTION



SECTION

NOTE TO DESIGNER:

1. THIS DETAIL REFLECTS CITY DIMENSIONAL REQUIREMENTS FOR THE DUMPSTER ENCLOSURE ONLY.
2. PROVIDE PROPOSED WALL MATERIAL AND HORIZONTAL AND VERTICAL WALL REINFORCING REQUIREMENTS.
3. PROVIDE PROPOSED SLAB DESIGN REQUIREMENTS INCLUDING REINFORCING.
4. PROVIDE ANY OTHER CONSTRUCTION DETAILS THAT MAY BE REQUIRED.

NOTES:

- 1) BLOCK MUST BE FINISHED WITH STUCCO AND PAINTED
- 2) DUMPSTER STRUCTURE SHALL MEET THE REQUIREMENTS OF THE LAND DEVELOPEMENT CODE (LDC).
- 3) SHRUB PLANTINGS REQUIRED (MIN. 3-FOOT WIDE PLANTING AREA) AROUND PERIMETER WALLS (EXCEPT OPENING).
- 4) GATES TO BE CONSTRUCTED OF PRESSURE-TREATED WOOD, OR APPROVED EQUAL.
- 5) DUMPSTER ENCLOSURE HEIGHT MAY BE INCREASED TO A MAXIMUM HEIGHT OF EIGHT (8) FEET.

NB- The City of Bunnell Solid Waste Director may grant exceptions if compliance is deemed to be impossible or impractical

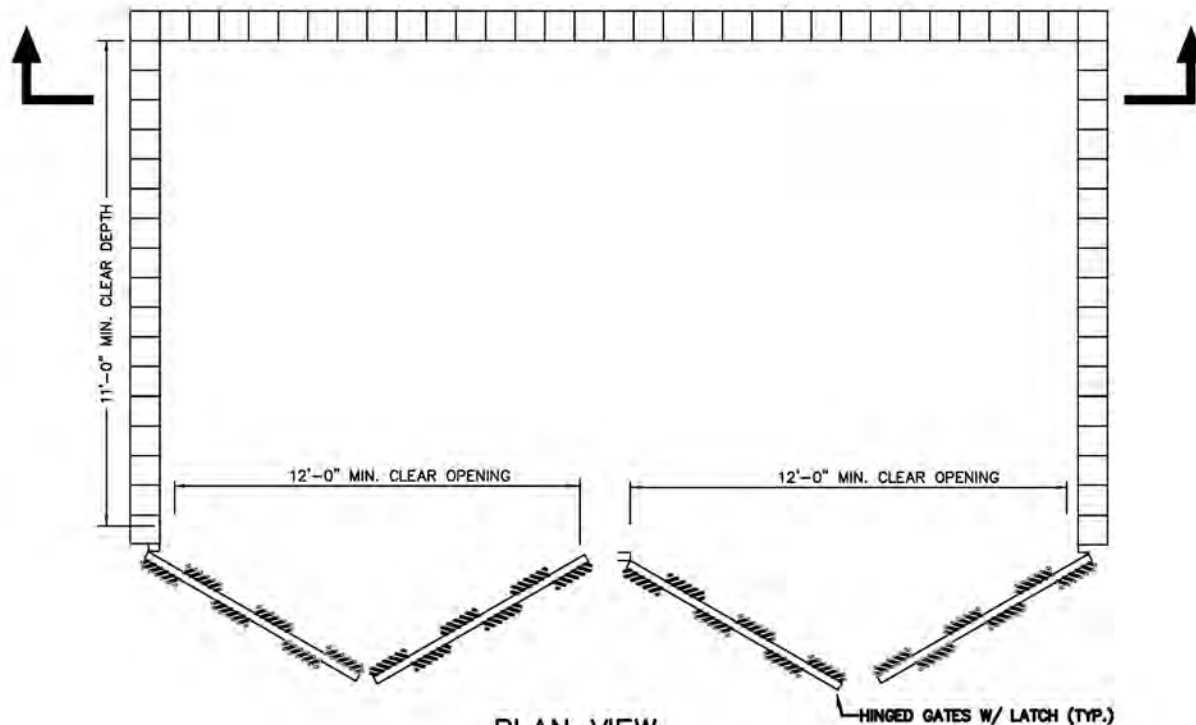


STANDARD CONSTRUCTION DETAIL  
SINGLE USE DUMPSTER ENCLOSURE  
NTS

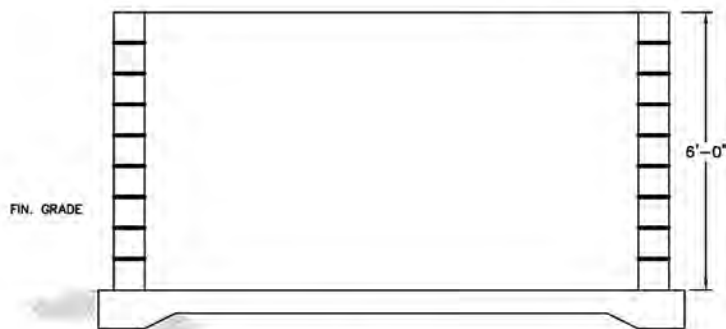
INDEX

M-5

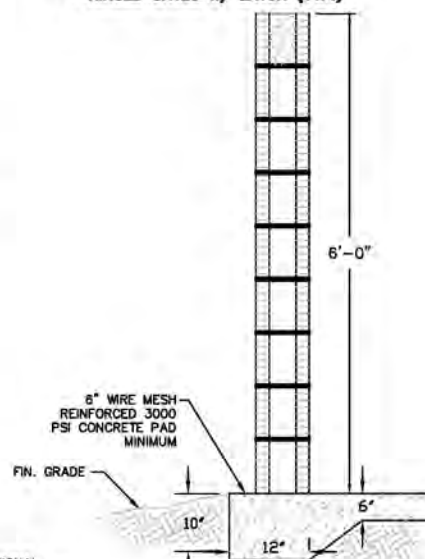
March 2022



**PLAN VIEW**



**SECTION**



**WALL SECTION**

**NOTES:**

- 1) BLOCK MUST BE FINISHED WITH STUCCO AND PAINTED TO MATCH BUILDING.
- 2) DUMPSTER STRUCTURE SHALL MEET THE REQUIREMENTS OF THE LAND DEVELOPMENT CODE (LDC).
- 3) SHRUB PLANTINGS REQUIRED (MIN. 3-FOOT WIDE PLANTING AREA) AROUND PERIMETER WALLS (EXCEPT OPENING).
- 4) GATES TO BE CONSTRUCTED OF PRESSURE-TREATED WOOD, OR APPROVED EQUAL.
- 5) DUMPSTER ENCLOSURE HEIGHT MAY BE INCREASED TO A MAXIMUM HEIGHT OF (8) FEET

**NOTE TO DESIGNER:**

1. THIS DETAIL REFLECTS CITY DIMENSIONAL REQUIREMENTS FOR THE DUMPSTER ENCLOSURE ONLY.
2. PROVIDE PROPOSED WALL MATERIAL AND HORIZONTAL AND VERTICAL WALL REINFORCING REQUIREMENTS.
3. PROVIDE PROPOSED SLAB DESIGN REQUIREMENTS INCLUDING REINFORCING.
4. PROVIDE ANY OTHER CONSTRUCTION DETAILS THAT MAY BE REQUIRED.



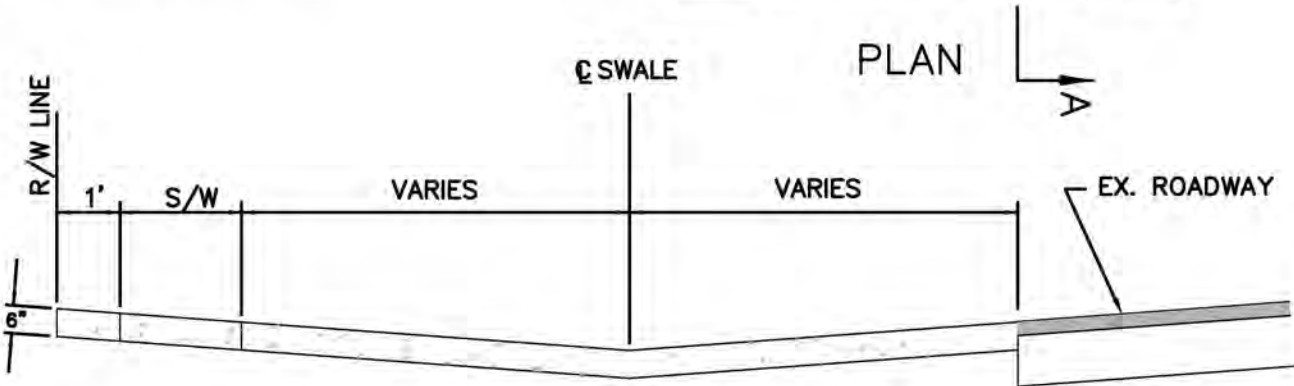
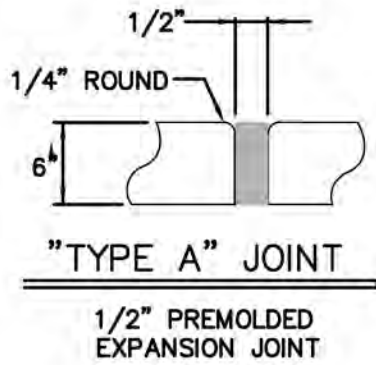
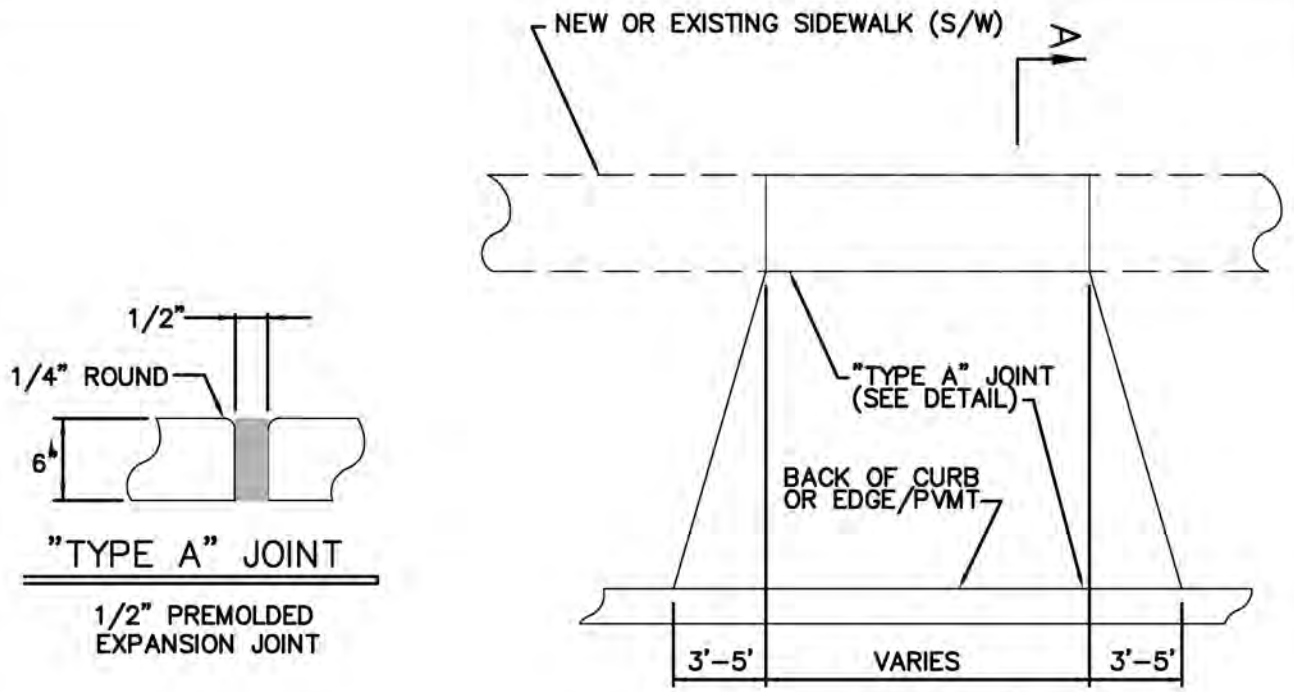
**STANDARD CONSTRUCTION DETAIL  
DUAL-USE DUMPSTER ENCLOSURE  
NTS.**

**INDEX**

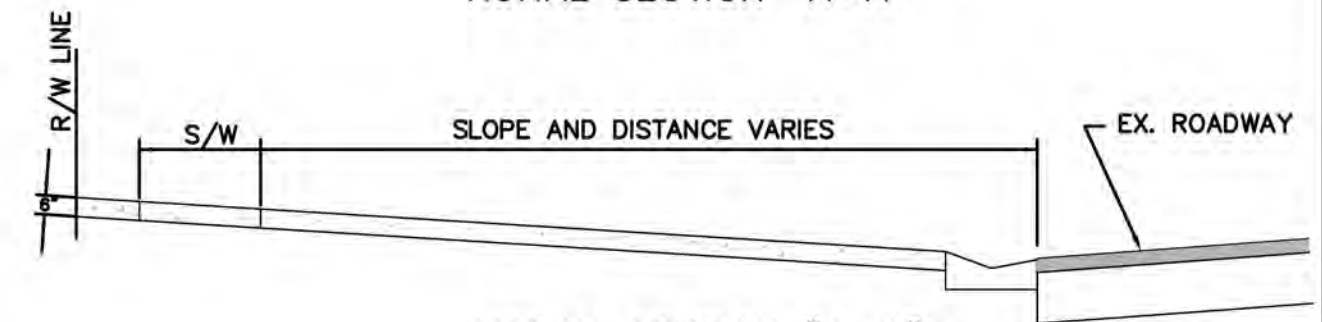
**M-6**

**March 2022**





RURAL SECTION "A-A"



URBAN SECTION "A-A"

DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 95% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO MODIFIED PROCTOR TEST F.B.V.-75  
 CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 PSI.

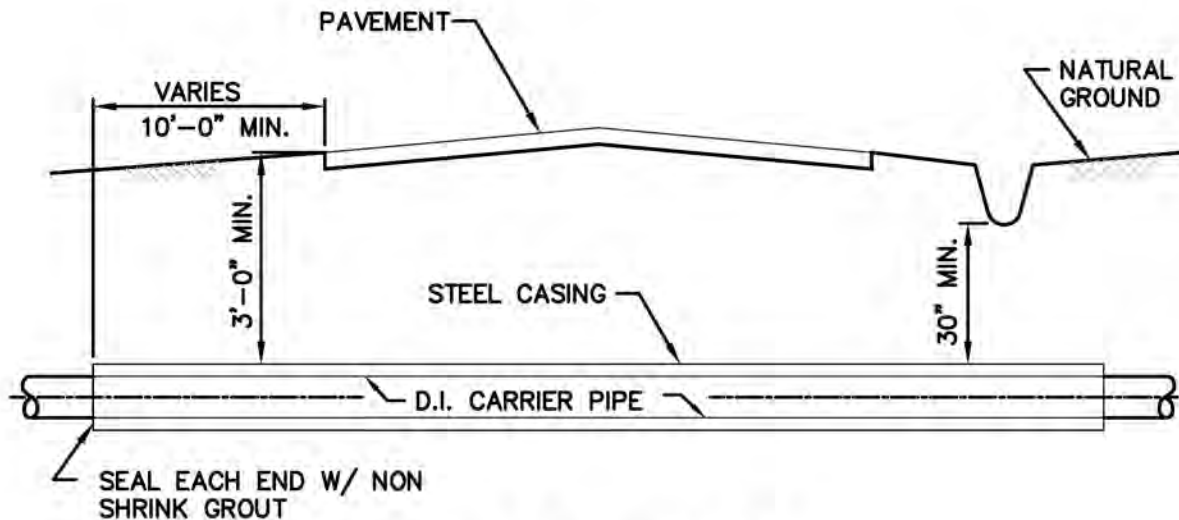


STANDARD CONSTRUCTION DETAIL  
 RESIDENTIAL DRIVEWAY APRON  
 DRAWINGS  
 NTS

INDEX

M-7

March 2022



NOTE: BORING & JACKING TO BE IN ACCORDANCE W/ FLA. D.O.T. SPECs.

**NOTES**

1. MINIMUM COVER FOR TOP OF CASING ON ALL CITY STREETS SHALL BE 3.0'
2. ROTATION OF CARRIER PIPE INSIDE THE CASING PIPE WILL NOT BE PERMITTED. RESTRAINED MECHANICAL OR FLANGED JOINT PIPE SHALL BE USED TO HELP PREVENT SUCH ROTATION.
3. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF CASING AND CARRIER PIPE INSTALLATION FOR APPROVAL PRIOR TO FABRICATION OF PIPING, CASING, AND APPURTENANCES. CERTIFICATION OF CASING PIPE IS REQUIRED.
4. GROUTING OF SPACE BETWEEN CASING AND CARRIER PIPE NOT REQUIRED UNLESS NEGATIVE FLOTATION EXISTS.
5. WELDING OF CASING PIPE TO BE DONE BY CERTIFIED WELDER. ALL ENDS OF CASING PIPE SHALL BE CHAMFERED PRIOR TO ANY WELDING.
6. SEAL END OF CASING PIPE WITH NON-SHRINK GROUT.
7. CITY INSPECTOR SHALL BE PRESENT THROUGHOUT ALL BORE AND JACK ACTIVITIES.

**NOTE TO ENGINEER**

CROSSING DETAIL SHALL BE TO SIZE AND SCALE. SHOW ALL EXISTING UTILITIES, CLEARANCES, CARRIER AND CASING SIZE AND LENGTH, LOCATION OF PAVED ROAD, LIMITS OF RIGHT OF WAY, EXISTING AND PROPOSED SPOT ELEVATIONS AND PROPOSED PIPE INVERT ELEVATIONS.

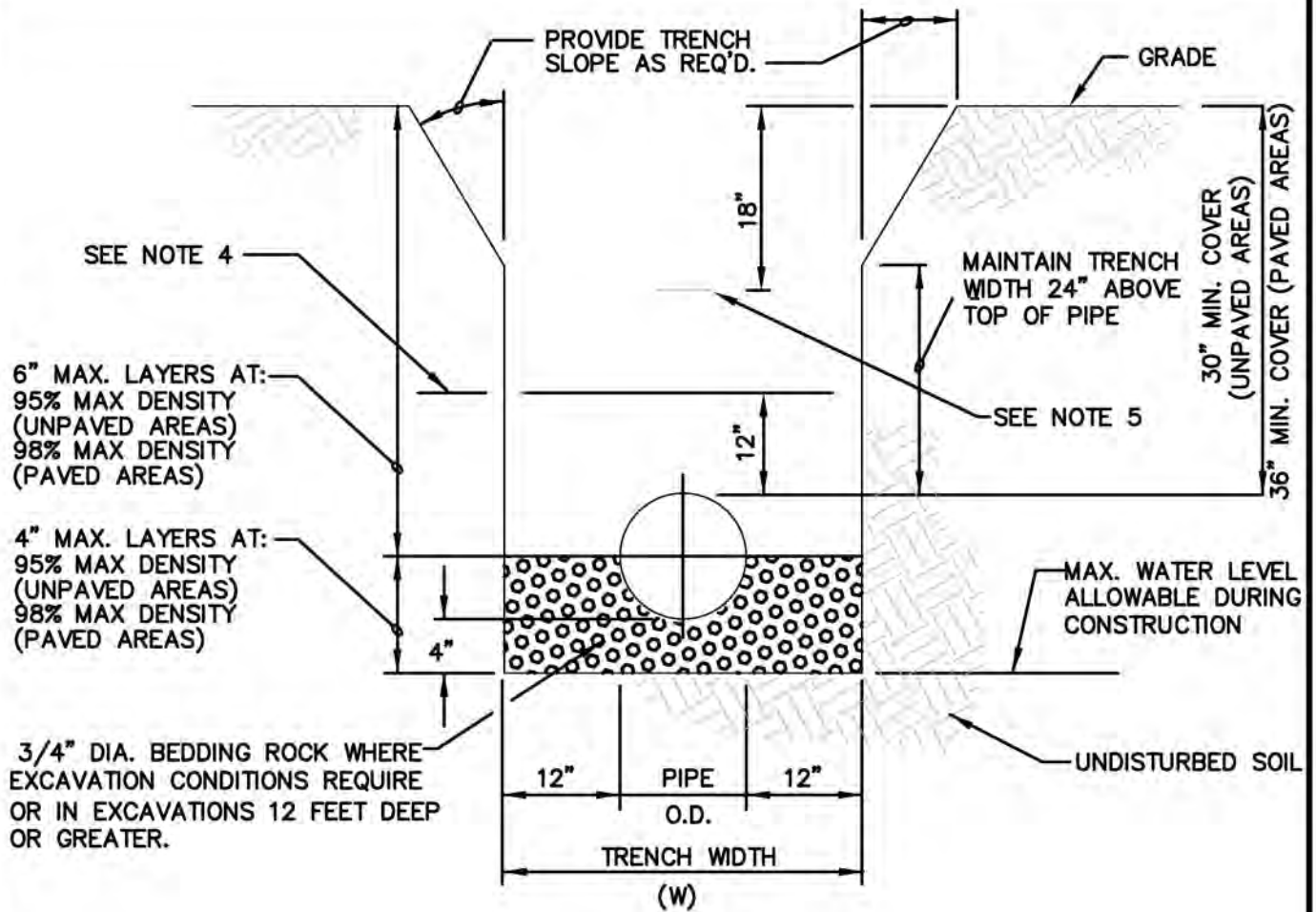


STANDARD CONSTRUCTION DETAIL  
BORE AND JACK  
NTS

INDEX

M-8

March 2022



## PIPE INSTALLATION DETAIL

### NOTES:

1. WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
3. COMPACTION PERCENTAGES SHOWN REFER TO A.A.S.H.T.O. T-180. PROVIDE COPIES OF CERTIFIED TEST REPORTS TO CITY INSPECTOR.
4. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
5. INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.

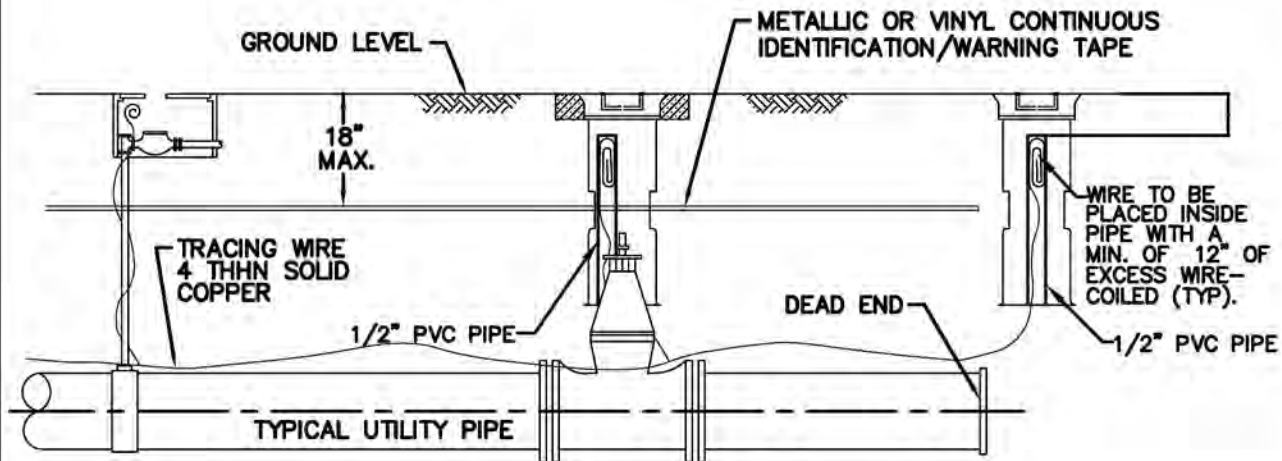


STANDARD CONSTRUCTION DETAIL  
PIPE INSTALLATION  
NTS

INDEX

M-9

March 2022



ALL PVC PIPE, OR OTHER CITY APPROVED NONMETALLIC PIPE INSTALLED WITHIN THE CITY'S WATER, SANITARY SEWER, OR RECLAIMED WATER SYSTEMS, SHALL BE INSTALLED WITH 4 THHN SOLID COPPER TRACING WIRE. IF PIPE IS INSTALLED BY DIRECTIONAL BORE, USE (2) 10 THHN SOLID COPPER TRACING WIRE.

THE TRACING WIRE MUST BE INSTALLED DIRECTLY ABOVE THE PIPE, TAPED AT 10 & 2 O'CLOCK ON THE PIPE, AND BROUGHT TO THE SURFACE AT 500' MINIMUM INTERVALS. WIRE SHALL EXTEND A MINIMUM OF 12" ABOVE GRADE AT EACH INTERVAL AND BE COILED AND PLACED IN A VALVE BOX, METER BOX, MANHOLE, CLEANOUT OR OTHER APPLICABLE STRUCTURE. NO END OF WIRE ROLL SPLICES WILL BE PERMITTED AT THE END OF A ROLL. THE TRACING WIRE MUST BE BROUGHT TO THE SURFACE AND TERMINATED IN A VALVE BOX.

TRACING WIRE BETWEEN INTERVALS SHALL BE INSTALLED SO AS TO PROVIDE CONTINUOUS CURRENT WHEN LINE LOCATION EQUIPMENT IS CONNECTED TO THE TRACING WIRE. WIRE BRANCHING FROM MAIN LINES SHALL BE LINKED BY A CITY APPROVED CONNECTOR SUCH AS KING # 2011 SAFETY SEALED CONNECTORS OR APPROVED EQUAL.

**COLOR CODING:**

POTABLE WATER SYSTEM:  
RECLAIMED WATER SYSTEM:

BLUE  
LAVENDER  
GREEN

SANITARY SEWER FORCE MAIN SYSTEM:

1. POTABLE WATER AND RECLAIMED WATER SYSTEMS: WIRE SHALL BE INSTALLED ABOVE ALL MAINS AND SERVICE LINES, TAPED AT 10 & 2 O'CLOCK AND ATTACHED TO VALVES, HYDRANTS AND FITTINGS. WIRE INSTALLED WITH SERVICE LINES SHALL CONNECT TO THE WIRE INSTALLED ABOVE THE MAIN AND EXTEND TO THE CURB STOP.
2. FIRE SPRINKLER LINES: WIRE SHALL CONNECT TO THE WIRE INSTALLED ABOVE THE MAIN, TAPED AT 10 & 2 O'CLOCK AND EXTEND TO THE RISER CONNECTION.
3. SANITARY SEWER FORCE MAINS: WIRE SHALL BE INSTALLED ABOVE THE FORCE MAIN, TAPED AT 10 & 2 O'CLOCK ON THE PIPE, ATTACHED TO ALL VALVES & FITTINGS AND BROUGHT TO THE SURFACE AND PLACED IN A METAL, CITY APPROVED, VALVE BOX.
4. DEAD END MAINS: WIRE SHALL BE PLACED IN A PROPERLY IDENTIFIED METAL VALVE BOX AT THE END OF THE RUN.
5. WIRE SHALL NOT BE FASTENED OR COILED TO VALVE OPERATING NUT.
6. CONTINUITY TESTING OF THE TRACING WIRE WITH A CERTIFICATION STATEMENT BY THE TESTING AGENCY MUST OCCUR PRIOR TO ACCEPTANCE OF ANY PIPE BY THE CITY.

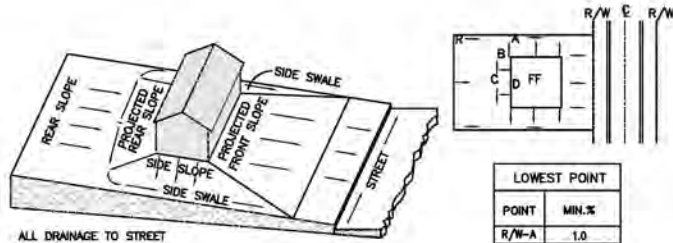


STANDARD CONSTRUCTION DETAIL  
UTILITY PIPE LOCATION MATERIALS  
NTS

INDEX

M-10

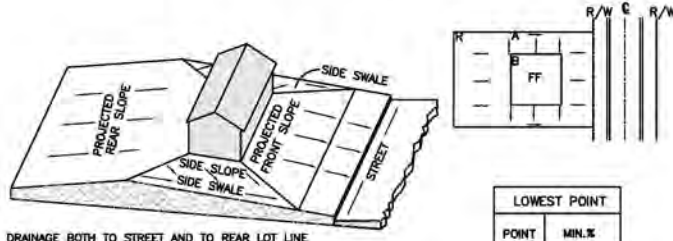
March 2022



ALL DRAINAGE TO STREET  
 (A) DENOTES LOT GRADING TYPE

LOWEST POINT	
POINT	MIN. %
R/W-A	1.0
B-A	5.0
C-B	1.0
D-C	2.0
D-FF	MIN. 0.67
R-A	1.0

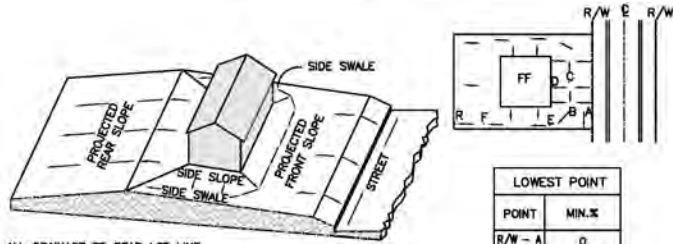
**LOT GRADING PLAN "A"**  
 N.T.S.



DRAINAGE BOTH TO STREET AND TO REAR LOT LINE  
 (B) DENOTES LOT GRADING TYPE

LOWEST POINT	
POINT	MIN. %
R/W-A	1.0
B-A	5.0
B-FF	MIN. 0.7
A-R	1.0

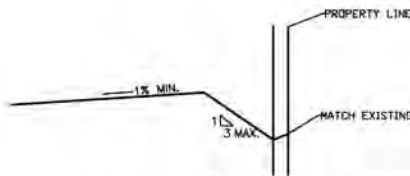
**LOT GRADING PLAN "B"**  
 N.T.S.



ALL DRAINAGE TO REAR LOT LINE  
 (C) DENOTES LOT GRADING TYPE

LOWEST POINT	
POINT	MIN. %
R/W - A	0
A - B	MAX. 13.5
B - C	1.0
C - D	5.0'
D - FF	0.67'
B - E	1.0
E - F	1.0
F - R	1.0

**LOT GRADING PLAN "C"**  
 N.T.S.



**LOT GRADING PLANS**  
 N.T.S.

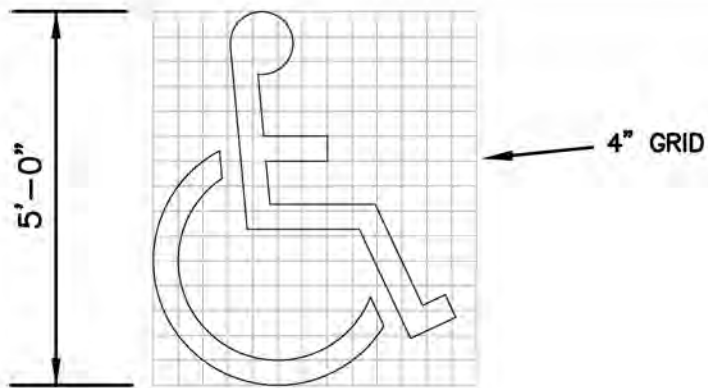


STANDARD CONSTRUCTION DETAIL  
 LOT GRADING PLAN  
 NTS

INDEX

M-11

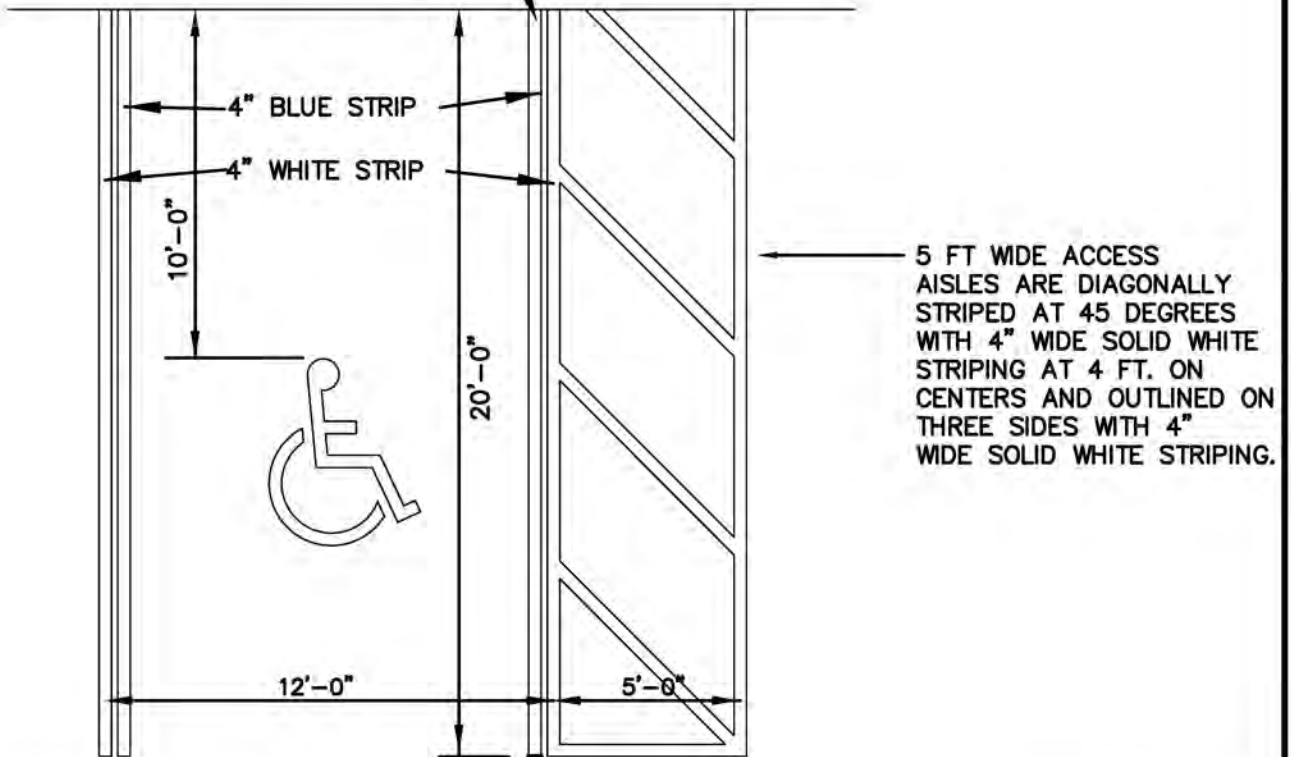
March 2022



**HANDICAPPED  
PAVEMENT SYMBOL**

USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS REQUIRED. THE SYMBOL SHALL BE 5 FT. HIGH AND WHITE TO BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX #711-001 (SHEET 11)

BLUE STRIP IS TO BE TINTED TO MATCH SHADE 15180 OF FEDERAL STANDARDS 595A

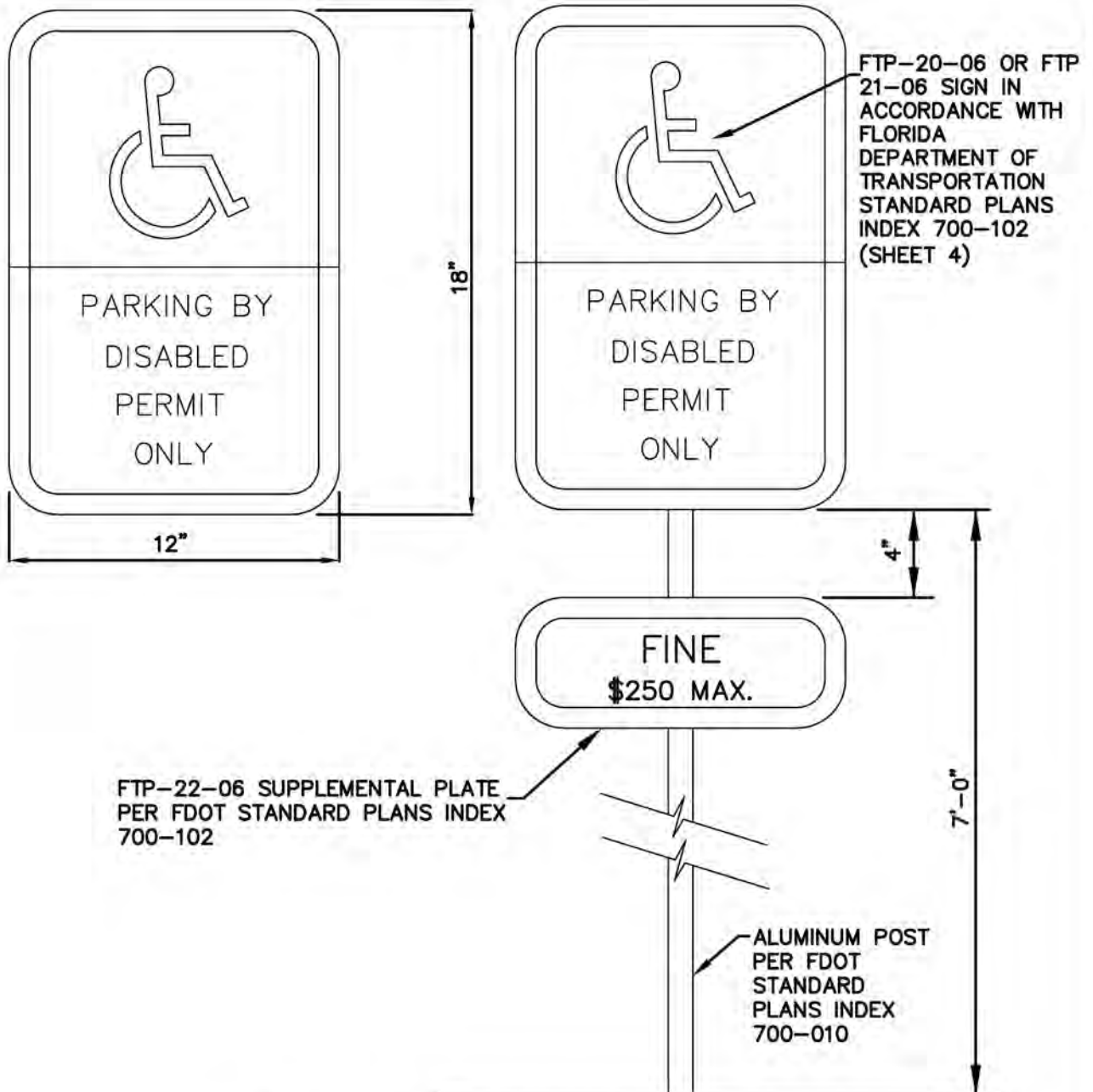


STANDARD CONSTRUCTION DETAIL  
TYPICAL MARKINGS FOR HANDICAPPED PARKING  
NTS

INDEX

M-12A

March 2022



- 1.) TOP PORTION OF SIGN TO HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
- 2.) BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
- 3.) SIGN MAY BE FABRICATED ON ONE PANEL OR TWO.
- 4.) SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT TO BOTTOM OF SIGN) AND WITHSTAND 150 MPH WIND.



STANDARD CONSTRUCTION DETAIL  
HANDICAP PARKING SIGN DETAIL  
NTS

INDEX

M-12B

March 2022

**ES BMP 1.01**

**TEMPORARY GRAVEL CONSTRUCTION ENTRANCE**

**DEFINITION**

A STONE STABILIZED PAD LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS ON A CONSTRUCTION SITE.

**PURPOSE**

TO REDUCE THE AMOUNT OF SEDIMENT TRANSPORTED ONTO PUBLIC ROADS BY MOTOR VEHICLES OR RUNOFF.

**CONDITIONS WHERE PRACTICE APPLIES**

WHEREVER TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE AND MOVES DIRECTLY ONTO A PUBLIC ROAD OR OTHER PAVED AREA.

**PLANNING CONSIDERATIONS**

CONSTRUCTION ENTRANCES PROVIDE AN AREA WHERE MUD CAN BE REMOVED FROM CONSTRUCTION VEHICLE TIRES BEFORE THE ENTER A PUBLIC ROAD. IF THE ACTION OF THE VEHICLE TRAVELING OVER THE GRAVEL PAD IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF THE MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLE ENTERS A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF-SITE. CONSTRUCTION ENTRANCES SHOULD BE USED IN CONJUNCTION WITH THE STABILIZATION OF CONSTRUCTION ROADS TO REDUCE THE AMOUNT OF MUD PICKED UP BY CONSTRUCTION VEHICLES.

**DESIGN CRITERIA**

**AGGREGATE SIZE**

FDOT AGGREGATE NO. 1 (1.5 - 3.5 INCH STONE) SHOULD BE USED.

**ENTRANCE DIMENSIONS**

AGGREGATE LAYER MUST BE AT LEAST 6 INCHES THICK. IT MUST EXTEND THE FULL WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA. THE LENGTH OF THE ENTRANCE MUST BE AT LEAST 50 FEET. (SEE DETAIL).

**WASHING**

IF CONDITIONS OF THE SITE ARE SUCH THAT THE MAJORITY OF THE MUD IS NOT REMOVED BY THE VEHICLES TRAVELING OVER THE GRAVEL, THEN THE TIRES OF THE VEHICLES MUST BE WASHED BEFORE ENTERING A PUBLIC ROAD. WASH WATER MUST BE CARRIED AWAY FROM THE ENTRANCE TO A SETTLING AREA TO REMOVE SEDIMENT. A WASH RACK MAY ALSO BE USED TO MAKE WASHING MORE CONVENIENT AND EFFECTIVE. SEE DETAIL.

**LOCATION**

THE ENTRANCE SHOULD BE LOCATED TO PROVIDE FOR MAXIMUM UTILITY BY ALL CONSTRUCTION VEHICLES.

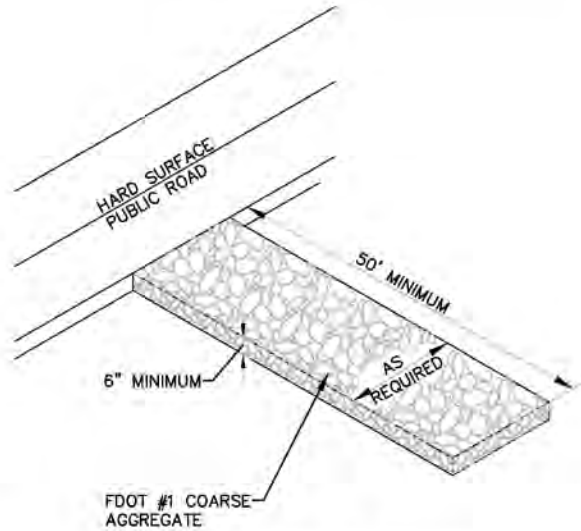
INDICATE PROPOSED LOCATION OF GRAVEL CONSTRUCTION ENTRANCE ON THE GRADING PLAN.

**CONSTRUCTION SPECIFICATIONS**

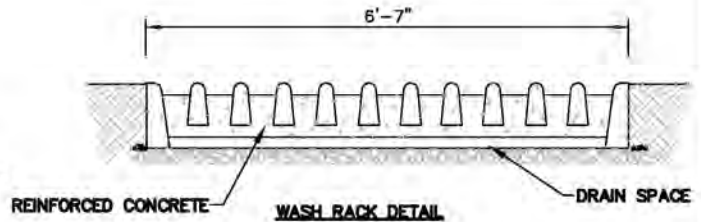
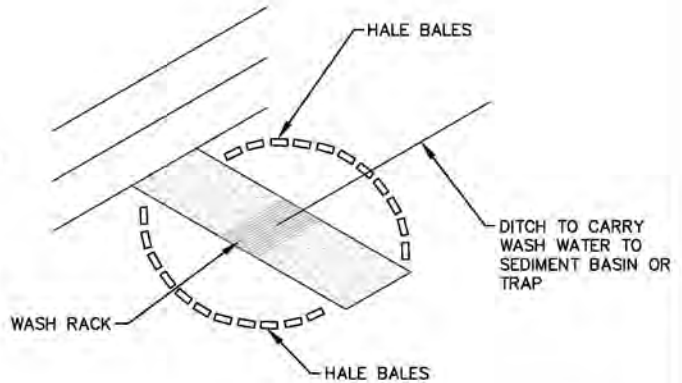
THE AREA OF THE ENTRANCE SHOULD BE CLEARED OF ALL VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL. THE GRAVEL SHALL BE PLACED TO THE SPECIFIED DIMENSIONS. ANY DRAINAGE FACILITIES REQUIRED BECAUSE OF WASHING SHOULD BE CONSTRUCTED ACCORDING TO SPECIFICATIONS. IF WASH RACKS ARE USED, THEY SHOULD BE CONSTRUCTED ACCORDING TO SPECIFICATIONS.

**MAINTENANCE**

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 2-INCH STONE, AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.



**GRAVEL CONSTRUCTION ENTRANCE**  
N.T.S.



**GRAVEL CONSTRUCTION ENTRANCE**  
W/ WASH RACK (IF REQUIRED)

**NOTE:** COMPLY WITH FDOT REQUIREMENTS FOR SOIL TRACKING PREVENTION DEVICE IN FDOT ROADWAY ROW (STANDARD SPECIFICATION SECTION 104)



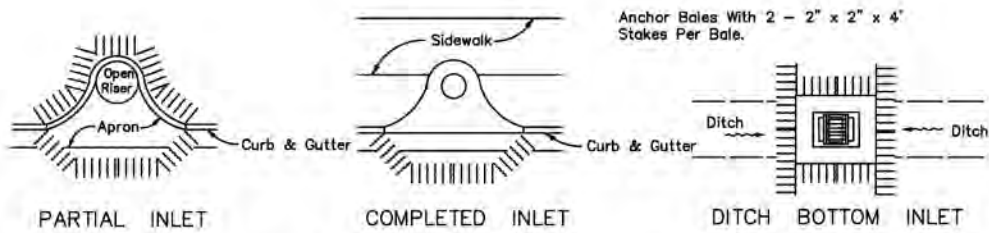
**STANDARD CONSTRUCTION DETAIL**  
**TEMPORARY GRAVEL CONSTRUCTION ENTRANCE**  
NTS

INDEX

M-13

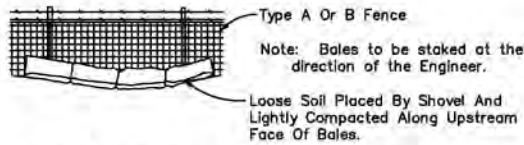
March 2022



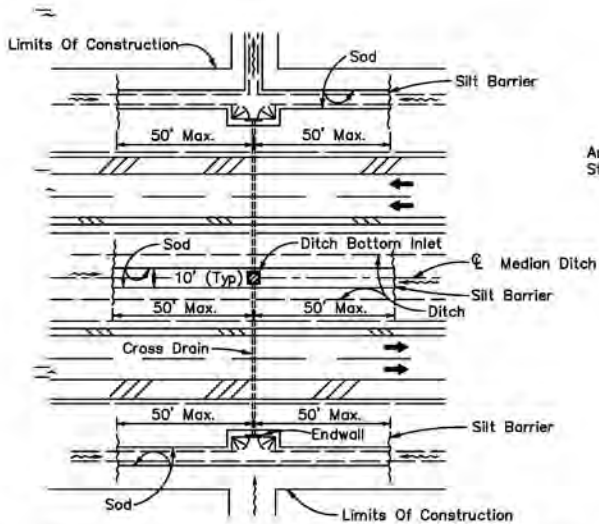


**PROTECTION AROUND INLETS OR SIMILAR STRUCTURES**

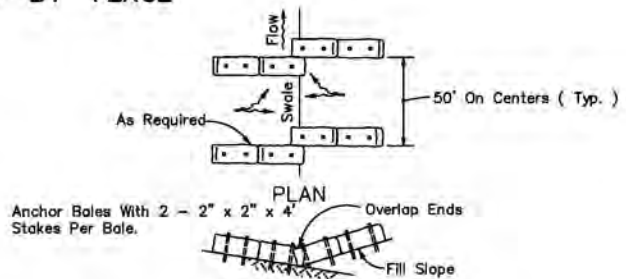
NOTE: SUBSTITUTE ROCK BAGS AT PAVED SURFACES



**BALES BACKED BY FENCE**

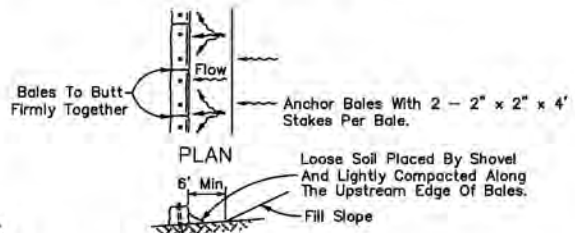


**DITCH INSTALLATIONS AT DRAINAGE STRUCTURES**



**ELEVATION**

TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES TOWARD THE TOE OF SLOPE



**ELEVATION**

TO BE USED AT SELECTED SITES WHERE THE NATURAL GROUND SLOPES AWAY FROM THE TOE OF SLOPE

**BARRIERS FOR FILL SLOPES**



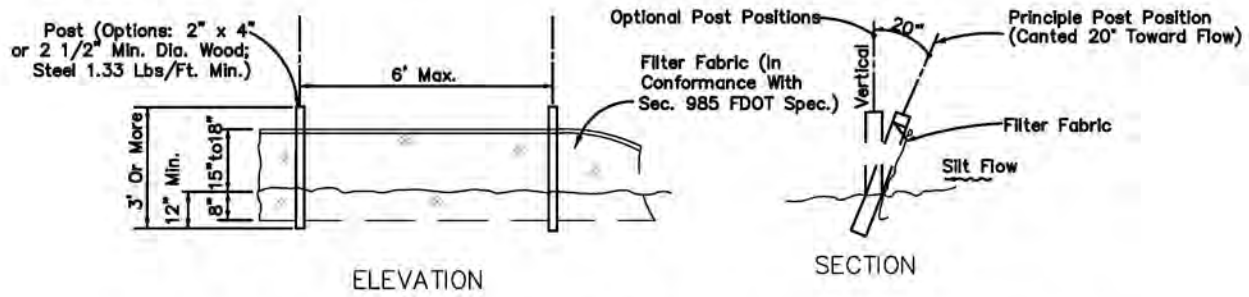
**STANDARD CONSTRUCTION DETAIL  
EROSION CONTROL - SYNTHETIC BALES**

NTS

INDEX

M-14

March 2022



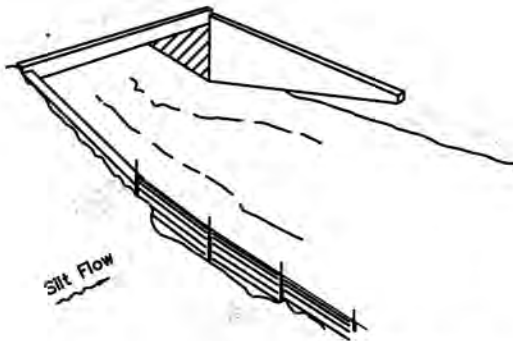
Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

### TYPE III SILT FENCE

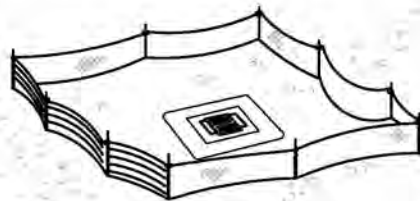


Note: Spacing for Type III Fence to be in accordance with FDOT Design Index No. 102, Chart I, Sheet 1 of 3 and ditch installations at drainage structures Sheet 2 of 3.

Type III Silt Fence



Type III Silt Fence



Type III Silt Fence Protection Around Ditch Bottom Inlets.

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

### SILT FENCE APPLICATIONS



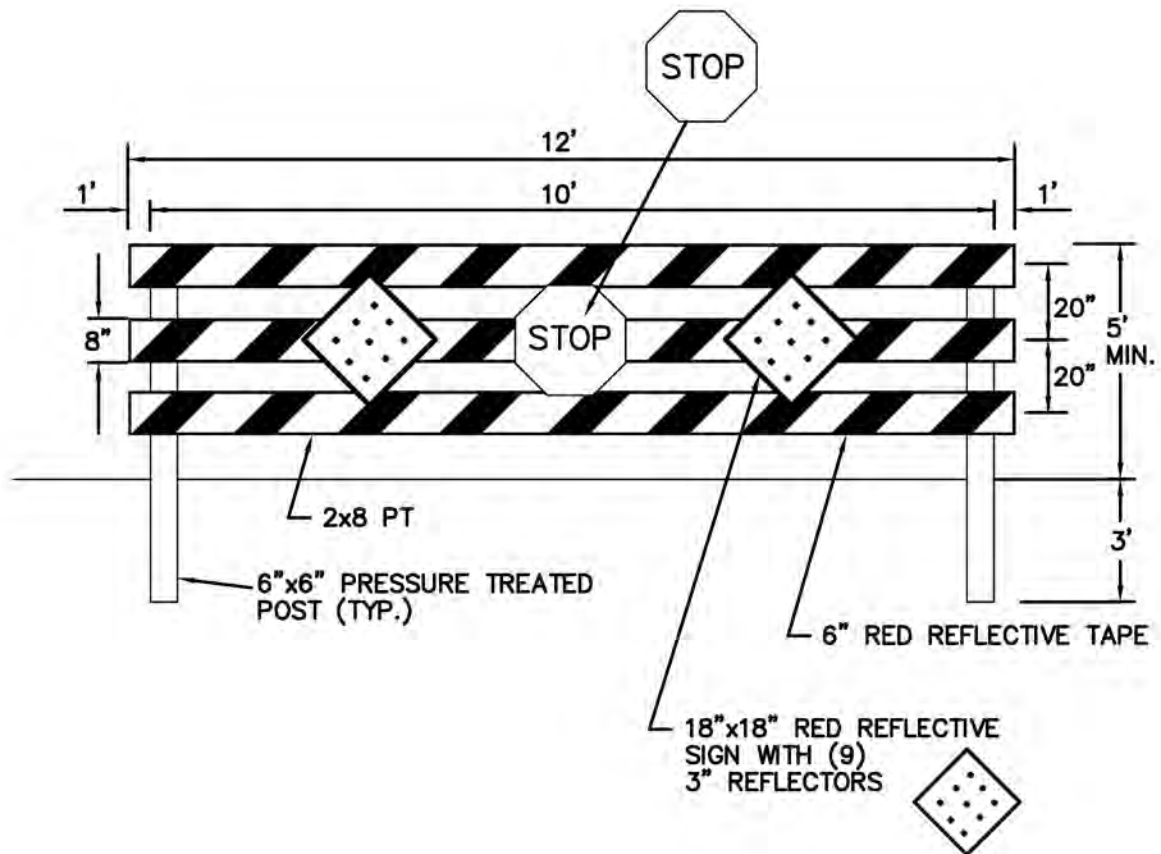
## STANDARD CONSTRUCTION DETAIL EROSION CONTROL – SILT FENCE

NTS

INDEX

M-15

March 2022

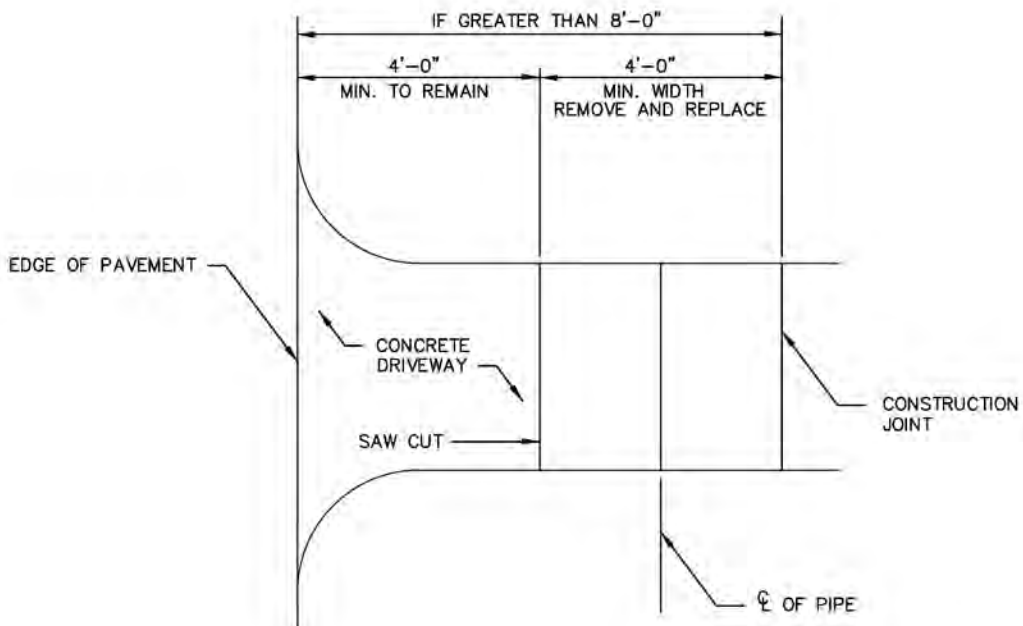
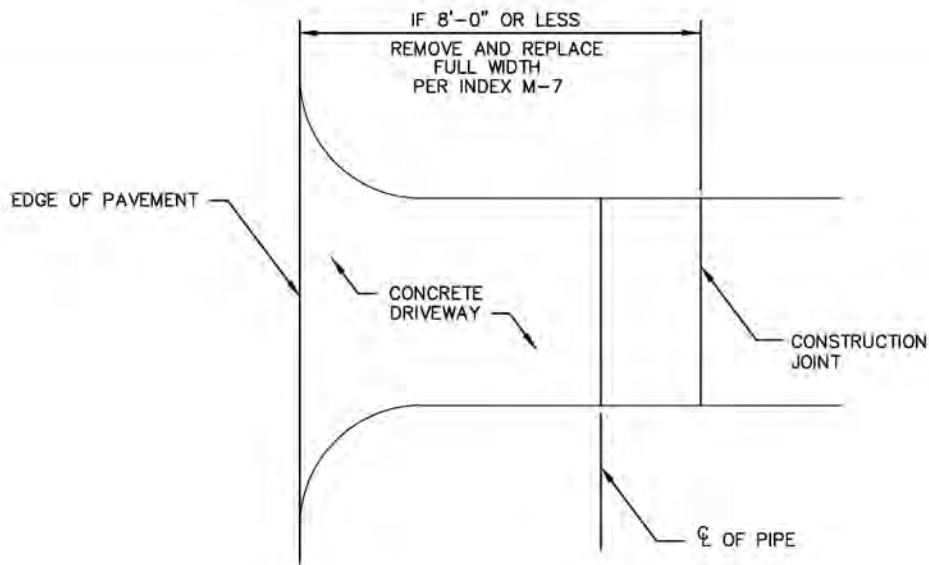


STANDARD CONSTRUCTION DETAIL  
ROAD BARRICADE  
NTS

INDEX

M-16

March 2022



- 1) CONCRETE SHALL BE PLACED MINIMUM SIX (6) INCHES THICK AND BE 3000 PSI, 28 DAY STRENGTH.
- 2) SUBGRADE SHALL BE UNIFORM NON-ORGANIC SOIL OR BASE MATERIAL FREE OF DEBRIS AND COMPACTED TO 95% DENSITY, MINIMUM LBR40, AASHTO FBV-75



STANDARD CONSTRUCTION DETAIL  
DRIVEWAY CUT REPAIR AT UTILITY CROSSING  
NTS.

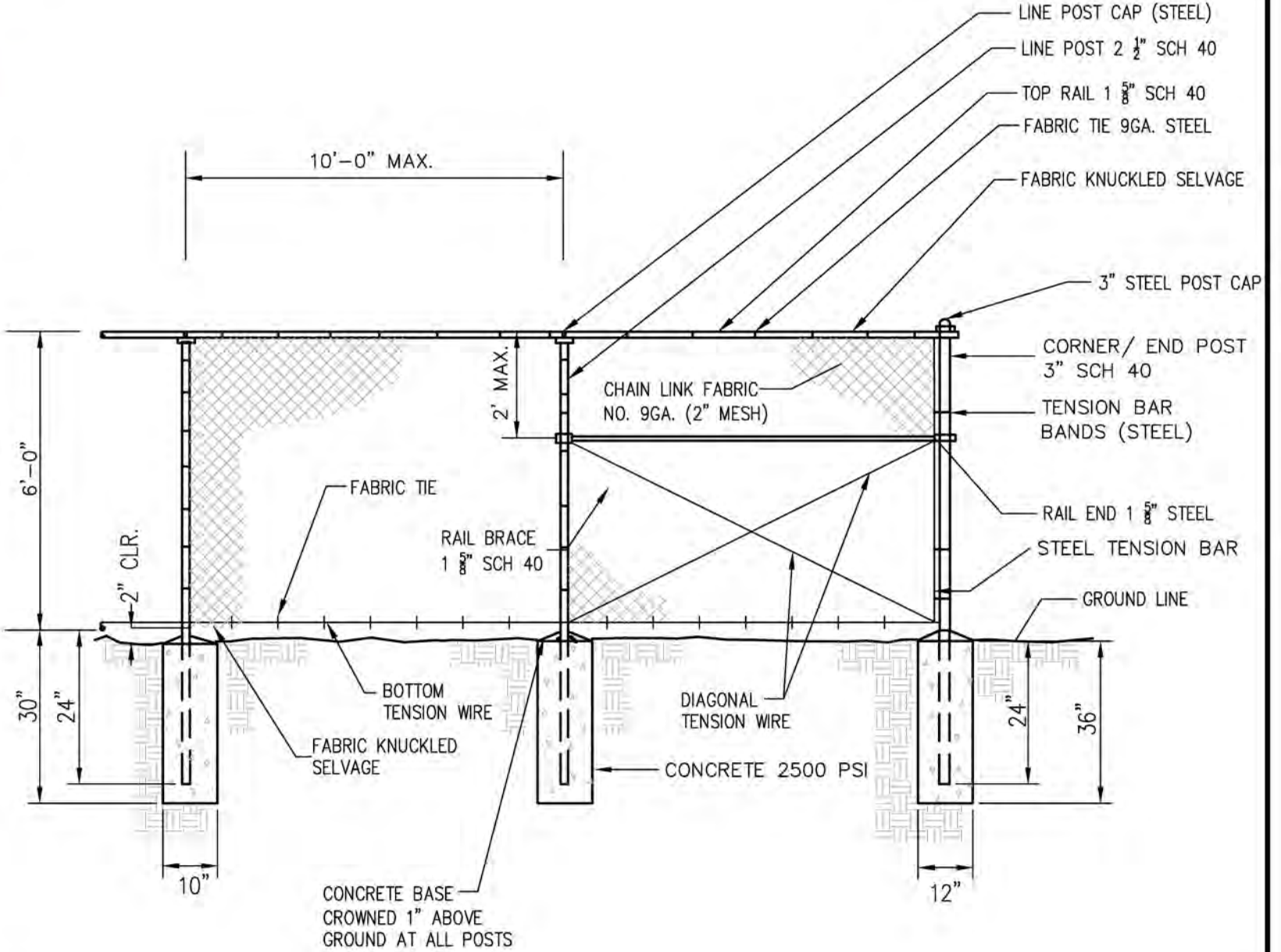
INDEX

M-17

March 2022



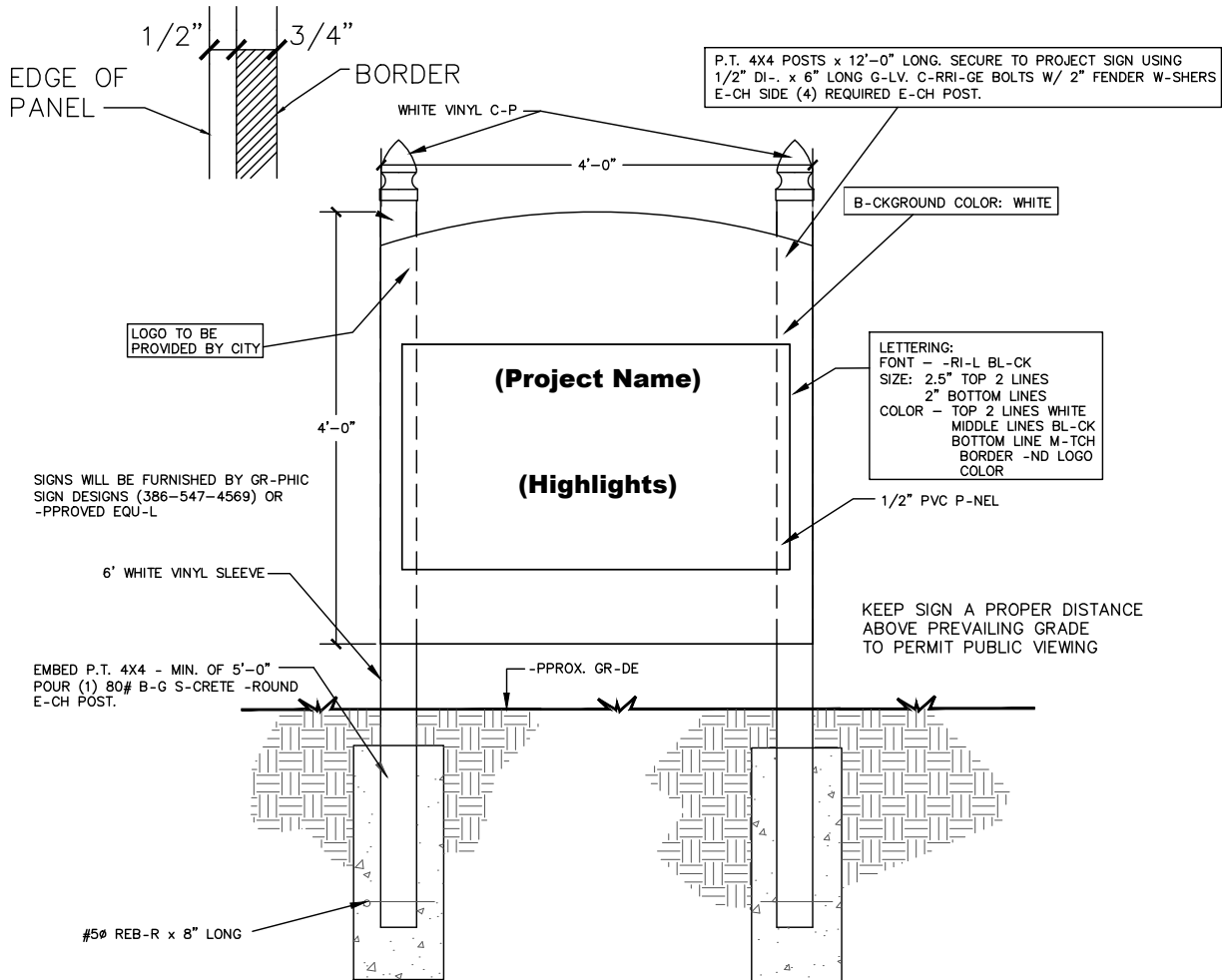
**STANDARD CONSTRUCTION DETAIL**  
**6' HIGH CHAIN LINK FENCE DETAIL**  
 NTS.



INDEX

M-18

March 2022



PROJECT NAME: \_\_\_\_\_

HIGHLIGHTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



STANDARD CONSTRUCTION DETAIL  
 CIP CONSTRUCTION SIGN  
 NTS.

INDEX  
 M-19  
 March 2022

## OUTSIDE AGENCY PERMIT CHECK LIST

IN ORDER TO ENSURE THAT ALL WORK WITHIN THE CITY IS CONSTRUCTED IN ACCORDANCE WITH ALL RELEVANT FEDERAL, STATE AND COUNTY REGULATIONS, IN ADDITION TO THE CITY REGULATIONS, THE APPLICANT SHALL CHECK ALL OUTSIDE AGENCY PERMITS REQUIRED FOR THIS PROJECT ON THE LIST BELOW.

THIS LIST WILL ALSO BE USED BY CITY PERSONNEL TO VERIFY THAT TWO HARD COPIES AND ONE PDF OF ALL REQUIRED PERMITS ARE SUBMITTED TO THE PLANNING AND PERMITTING DEPARTMENT.

- 1 [ ] SJRWMD ENVIRONMENTAL RESOURCE PERMIT (ERP)
- 2 [ ] DEP WASTEWATER CONSTRUCTION/CONNECTION PERMIT
- 3 [ ] DEP WATER CONSTRUCTION/CONNECTION PERMIT
- 4 [ ] FDOT UTILITY PERMIT
- 5 [ ] FDOT DRIVEWAY CONNECTION PERMIT
- 6 [ ] COUNTY USE PERMIT
- 7 [ ] FDOT DRAINAGE CONNECTION PERMIT
- 8 [ ] DEP NPDES NOI
- 9 [ ] OTHER (PLEASE SPECIFY)



STANDARD CONSTRUCTION DETAIL  
OUTSIDE AGENCY PERMIT CHECK LIST  
NTS.

INDEX

M-20

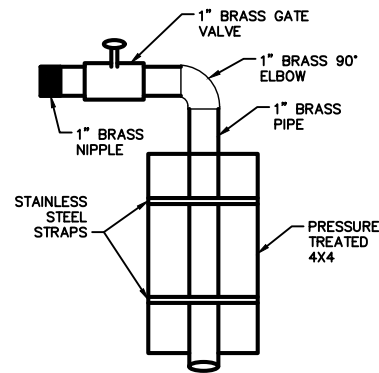
March 2022

**GENERAL NOTES:**

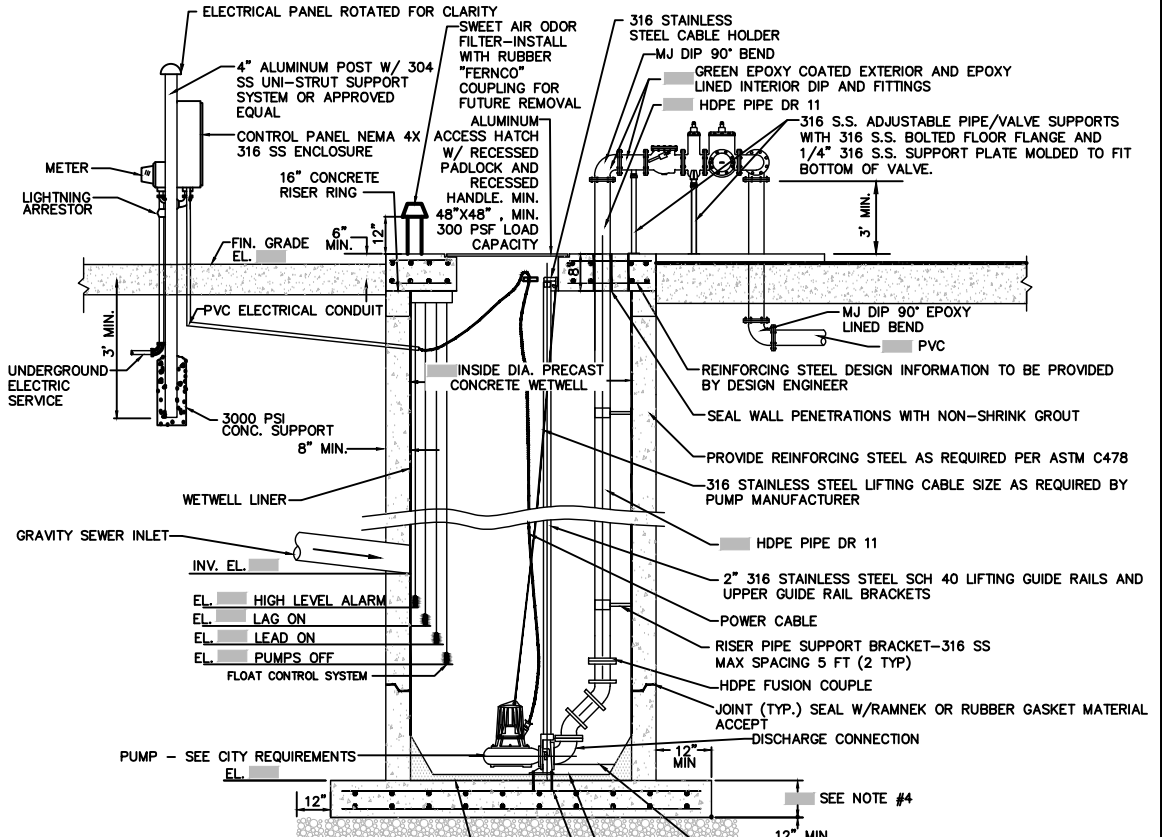
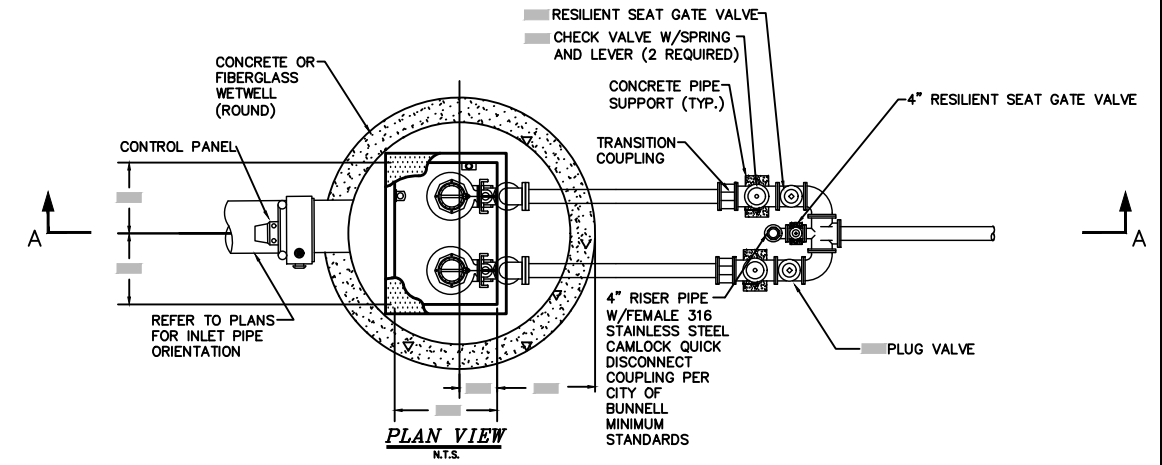
1. WET WELL SHALL BE LINED WITH "RAVEN LINER" OR SEWPERCOAT CONCRETE PROTECTIVE LINER OR APPROVED EQUAL. WET WELL EXTERIOR SHALL BE COATED WITH COAL TAR EPOXY.
2. BASE AND FIRST RISER UNIT TO BE CAST MONOLITHIC.
3. ALL LOCATIONS WHERE PIPES ENTER OR LEAVE THE WET WELL SHALL BE MADE WATERTIGHT WITH WALL SLEEVE OR NON-SHRINK GROUT.
4. PUMP LIFTING DEVICE SHALL BE 304 SS LIFTING CABLE.
5. THERE SHALL BE NO ELECTRICAL JUNCTION BOXES IN WET WELL.
6. CHECK VALVES SHALL BE OUTSIDE WEIGHT & LEVER.
7. WET WELL COVER SHALL BE ALUMINUM WITH 304S.S HARDWARE, AS RECOMMENDED AND REQUIRED BY PUMP MANUFACTURER (LOADING 300 P.S.F.) AND PROVIDED WITH RECESSED LOCKS.
8. CONTROL PANEL SHALL BE AS MANUFACTURED BY THE PUMP SUPPLIER OR APPROVED EQUAL.
9. WET WELL DIAMETER SHALL BE 6' NOMINAL.
10. ACCESS HATCH DIMENSIONS ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE PUMPING EQUIPMENT, PIPING AND CONCRETE STRUCTURES TO ENSURE ADEQUATE ACCESS OPENINGS FOR INSTALLATION, OPERATION AND MAINTENANCE OF ALL EQUIPMENT.
11. FURNISH AND INSTALL GENERATOR RECEPTACLE COMPATIBLE WITH CITY OF BUNNELL EQUIPMENT.
12. PROVIDE LOCKS KEYED TO THE CITY'S MASTER KEY.
13. CHAIN LINK FENCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
  - A) POSTS SHALL BE SCHEDULE 40, GALVANIZED STEEL (2" OUTSIDE DIAMETER MIN.), MAXIMUM 10 FOOT SPACING
  - B) FABRIC FOR FENCING AND GATES SHALL BE 9 GAUGE 2" MESH, CLASS 1, CONFORMING TO A.S.T.M. A-392D, 1.2 OZ. GALVANIZED COATING.
  - C) POSTS SHALL BE SET IN 3000 PSI CONCRETE IN AN 8" DIAMETER HOLE WITH A DEPTH OF 36 INCHES.
  - D) FENCING SHALL BE SCREENED WITH PVC SLATS, WINGED-SLATS OR APPROVED EQUAL. COLOR SHALL BE BLACK.
14. ALARM FLOAT ON SEPARATE POWER CONTROL CIRCUIT
15. WET WELLS SHALL BE PRECAST CONCRETE. SUBMIT SHOP DRAWINGS WITH REINFORCING DETAILS FOR APPROVAL PRIOR TO FABRICATION.

**CITY OF BUNNELL LIFT STATION REQUIREMENTS:**

1. AUXILIARY POWER CONNECTION IN ACCORDANCE WITH FDEP REQUIREMENTS
2. PUMP STATION MUST HAVE ACCESS AT ALL TIMES FOR CITY MAINTENANCE VEHICLES.
3. HAND - (ON-OFF) - AUTOMATIC SWITCHES ON ALL PUMPS.
4. MANUAL - (ON-OFF) - SWITCH ON ALL ALTERNATORS.
5. ONE ELAPSED TIME METER FOR EACH PUMP.
6. 120 VOLT RECEPTACLE INSIDE CONTROL BOX.
7. 3 PHASE CURRENT (WILL NOT ACCEPT ADD A PHASE OR CAPACITOR PHASE CHANGERS).
8. ALIGNMENT ON GUIDE PIPES (NOT TOUCHING PUMP GUIDE WHEN PUMP IS SEATED).
9. POWER CABLE TO PUMPS RUN IN CONDUIT SEPARATE FROM FLOAT SWITCH CONDUIT.
10. LIQUID FILLED PRESSURE GAUGE ON FORCE MAIN.
11. THE CITY WILL NOT ACCEPT 120 VOLT TO FLOAT SWITCHES, AND MUST BE TRANSFORMER ISOLATED-24 VOLT MAX. ALL CONNECTIONS MUST TERMINATE IN CONTROL PANEL OUTSIDE OF WET WELL.
12. AS-BUILTS ON UNDERGROUND POWER SERVICE IF NOT INSTALLED BY F.P.& L.
13. MUST HAVE APPROVED LIFT STATION MANUALS, SHOP DRAWINGS, ETC.
14. KNIFE SWITCH DISCONNECT BETWEEN F.P.& L. AND LIFT STATION CONTROL PANEL.
15. LIGHTS TO BE FPL STANDARD, HEIGHT TO BE DETERMINED BY THE CITY
16. SEAL GRAVITY PIPE AT WETWELL WITH RUBBER BOOT SEAL.
17. ELECTRICAL CONTROL PANEL TO BE PROVIDED WITH A LEVEL MONITORING ACCESS PORT AND CONDUIT TO WET WELL FOR FUTURE SCADA.
18. ANY AND ALL STEEL AND/OR METAL COMPONENTS INTERNAL TO THE WET WELL SHALL BE 316 STAINLESS STEEL.
19. DEMARCATION BOX TO BE MOUNTED BY ITSELF AS SHOWN OR MOUNTED BEHIND CONTROL PANEL. UNDER NO CIRCUMSTANCES CAN DEMARCATION BOX BE MOUNTED BELOW CONTROL PANEL. DEMARCATION BOX MUST BE VENTED TO ATMOSPHERE WITH BUG SCREENS AS REQUIRED.



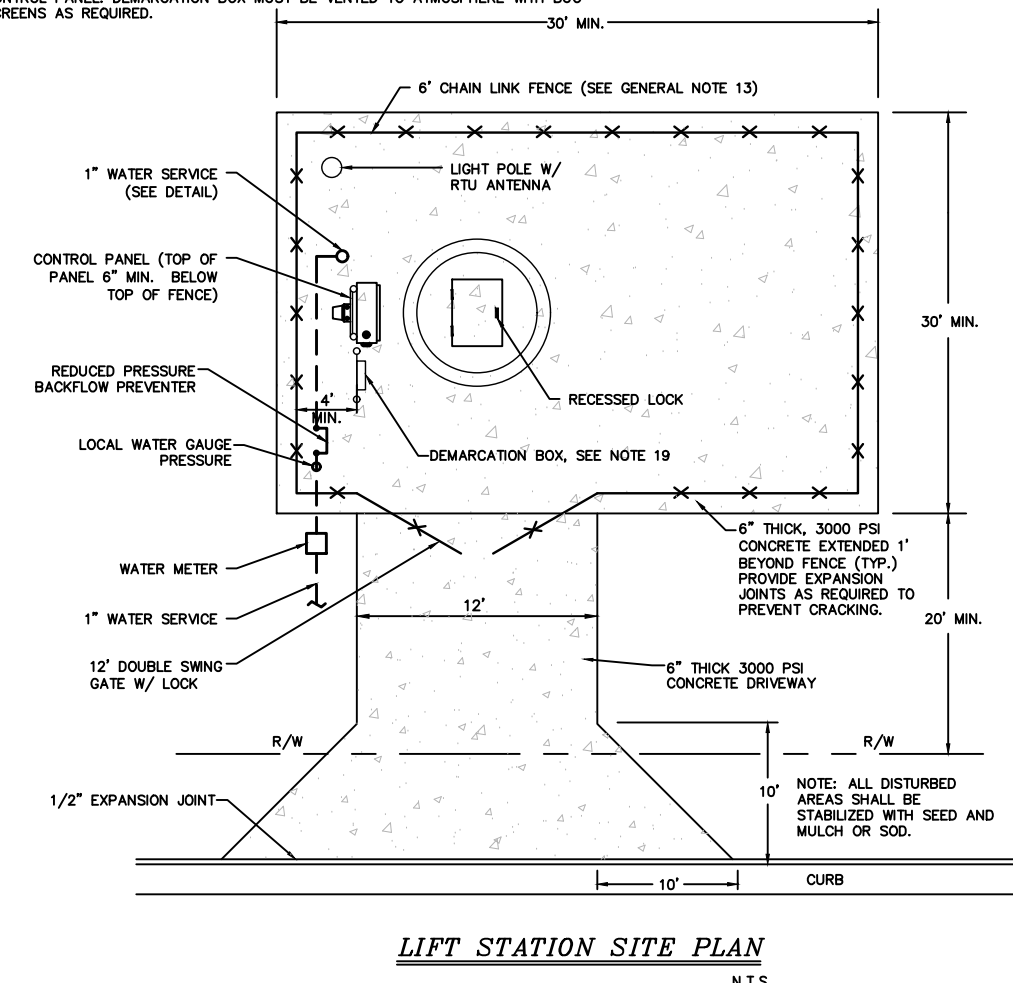
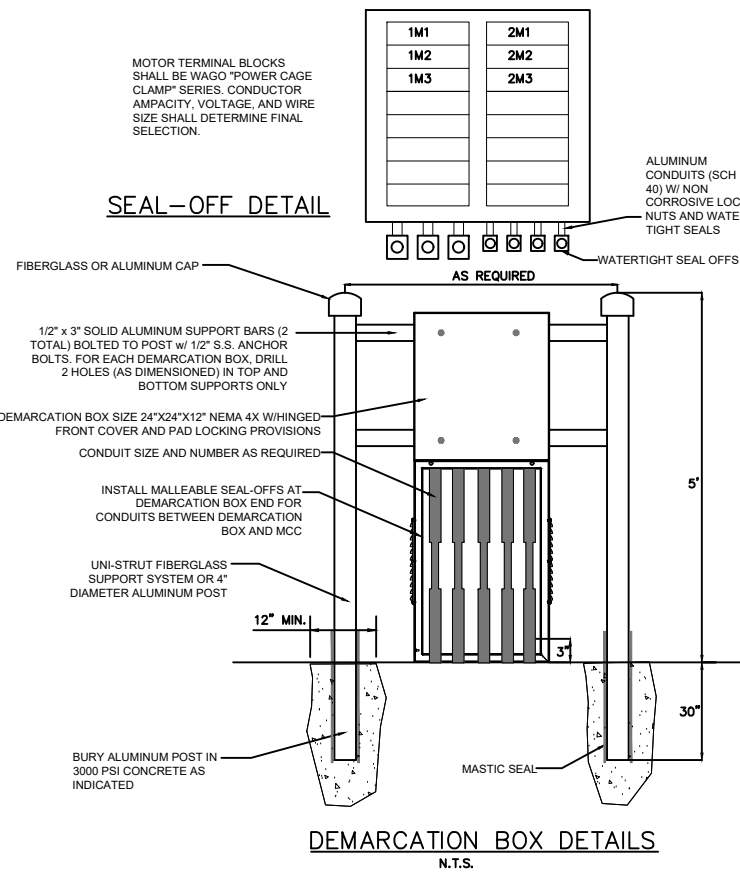
**1" WATER SERVICE DETAIL**  
N.T.S.



PUMP DATA AND DESIGN CHARACTERISTICS	
NUMBER OF PUMPS	
DESIGN CAPACITY PER PUMP, G.P.M.	
TOTAL DYNAMIC HEAD, FT.	
MIN. EFF. AT DESIGN CAPACITY, %	
DESIGN SPEED, MAX R.P.M.	
MAX. HORSEPOWER PER PUMP, H.P.	
MIN. SHUTOFF HEAD, FT.	
MIN. SIZE SOLIDS, IN.	
MIN. DISCHARGE SIZE, IN.	
SECONDARY CAPACITY PER PUMP, G.P.M.	
SECONDARY HEAD, FT.	
PUMP MANUF. & MODEL NUMBER	
IMPELLER DIAMETER	
PUMP R.P.M.	
ELECT. SVC. - VOLTAGE & PHASE	

**NOTE TO DESIGN ENGINEER:**

1. SHADED BOXES ( ) INDICATE INFORMATION REQUIRED TO BE PROVIDED BY DESIGN ENGINEER (e.g., ELEVATIONS, DIMENSIONS OR PIPE SIZES).
2. ENGINEER IS REQUIRED TO SHOW UNDERGROUND PIPING ARRANGEMENT (SANITARY, F.M., WATER) IN THE SITE PLAN.
3. MINIMUM SITE DIMENSION IS 30' X 30' FOR FENCE AREA.
4. BOTTOM SLAB THICKNESS SHALL BE A MINIMUM OF 18" FOR THE WETWELL. ENGINEER TO VERIFY IF ADDITIONAL THICKNESS IS REQUIRED FOR ANTI-FLOTATION BALLAST.
5. STORAGE VOLUME BETWEEN "LEAD ON" AND "PUMPS OFF" ELEVATION SHALL EQUAL OR EXCEED THE VOLUME ONE PUMP CAN DISCHARGE IN THREE MINUTES WITH NO FLOW ENTERING THE WETWELL. LOW WATER LEVEL SHALL BE SET AS RECOMMENDED BY THE PUMP MANUFACTURER TO PROVIDE ADEQUATE COOLING OF THE MOTOR AND TO PREVENT VORTEXING AND CAVITATION FROM OCCURRING.



**SEWAGE LIFT STATION DETAILS**  
N.T.S.



**INDEX**

**SLS-1**

**MARCH 2022**





## City of Bunnell, Florida

### Agenda Item No. E.6.

Document Date: 4/21/2022 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2022-13 Request to Voluntarily Annex 5± acres of Real Property, owned by Truant Construction LLC located approximately 655 feet south of East Twin Lakes Road along a private easement bearing Parcel ID: 21-13-31-0650-000D0-0042. - First Reading  
Agenda Section: Ordinances: (Legislative):  
Goal/Priority: Increase Economic Base

#### ATTACHMENTS:

Description	Type
Ordinance 2022-13 Truant Annexation	Ordinance
Truant Location Map	Location Map(s)

#### Summary/Highlights:

This is a request by Truant Construction LLC for the voluntary annexation of a 5± acre parcel of land located approximately 655 south of East Twin Lakes Road along a private easement within the Bunnell City Limits. This property is identified as Parcel ID: 21-13-31-0650-000D0-0042 by the Flagler County Appraiser's Office.

#### Background:

The applicant, Truant Construction LLC, owns a 5± acre parcel of land in unincorporated Flagler County. Truant Construction LLC has filed a petition for voluntary annexation into the City of Bunnell. The property is currently vacant.

Flagler County was provided the required written notice on \_\_\_\_\_.

The property has a Flagler County future land use designation of "Residential: Low Density/Rural Estate" and a Flagler County zoning designation of "R-1 Rural Residential". The proposed City of Bunnell future land use designation is "Agricultural" and the proposed City of Bunnell zoning designation is "AG Agricultural." The applicant intends to use the property for agriculture.

Section 171.044 of the Florida Statutes contains specific requirements that govern the process of voluntary annexation. The City is required to provide notice to the County Administrator on behalf of the County Commission. The statute prohibits voluntary annexation if the annexation will result in

the creation of an enclave of unincorporated county land completely surrounded by a municipality.

Voluntary annexations must be contiguous and reasonably compact. Per Section 171.031, F.S contiguous means that a substantial part of the boundary of the property to be annexed is coterminous with a boundary of the municipality. Compactness is defined as “the concentration of a piece of property in a single area precluding any action which creates enclaves, pockets or finger areas in serpentine patterns.

The property is contiguous. The boundary of the property is coterminous with the City’s corporate limits for 662’ on its northernmost boundary. The property is also compact. It is a rectangular parcel of land that is adjacent to the City of Bunnell’s southern boundary. Therefore this proposed annexation would not create a county enclave.

**Staff Recommendation:**

Approve Ordinance 2022-XX approving the voluntary annexation of lthe subject property bearing parcel id: 21-13-31-0650-000D0-0042. - First Reading

**City Attorney Review:**

Approved as to form and legality.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

**ORDINANCE 2022-13**

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY TOTALING 5.00± ACRES OWNED BY TRUANT CONSTRUCTION LLC. LOCATED APPROXIMATELY 655 FEET SOUTH OF EAST TWIN LAKES ROAD ALONG A PRIVATE EASEMENT WITHIN FLAGLER COUNTY JURISDICTIONAL LIMITS BEARING PARCEL ID: 21-13-31-0650-000D0-0042 WHICH IS CONTIGUOUS TO THE CITY OF BUNNELL IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE CITY OF BUNNELL TO INCLUDE SAID PROPERTY; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF FLAGLER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas**, Truant Construction LLC is hereby determined to be the owner of the real property described below; and

**Whereas**, Truant Construction LLC petitioned, pursuant to Section 171.044, *Florida Statutes*, for voluntary annexation of said property into the municipal limits of the City of Bunnell, which property totals approximately 5± acres in size and is located approximately 655 feet south of East Twin Lakes Road along a private easement; and

**Whereas**, Truant Construction LLC is the owner of the property being described by Tax Identification Parcel Number as follows:

<b>Tax Identification Parcel Number</b>	<b>Owner</b>
21-13-31-0650-000D0-0042	Truant Construction LLC

**Whereas**, City staff, on April 22, 2022 have reviewed and recommended approval of the annexation of said properties to the City Commission of the City of Bunnell and has accomplished all actions required under the *Code of Ordinances of the City of Bunnell* and State law; and

**Whereas**, the City Commission, upon the recommendation of City staff and the City Attorney, has determined that all of the property which is proposed to be annexed into the City of Bunnell is within an unincorporated area of Flagler County, is reasonably compact and contiguous to the corporate areas of the City of Bunnell, Florida and it is further

determined that the annexation of said property will not result in the creation of any enclave, and it is further determined that the property otherwise fully complies with the requirements of State law; and

**Whereas**, the City Commission of the City of Bunnell, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

**Whereas**, the City Commission of the City of Bunnell, Florida hereby determines that it is to the advantage of the City of Bunnell and in the best interests of the citizens of the City of Bunnell to annex the afore described property; and

**Whereas**, the provisions of Section 166.031(3), *Florida Statutes*, provide that a municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Florida Department of State; and

**Whereas**, the provisions of Section 171.091, Florida Statutes, provide as follows: Recording. Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area; and

**Whereas**, the metes and bounds legal description and the map attached hereto Exhibits "A" and "B" shows, describes, and depicts the property which is hereby annexed into the City of Bunnell.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, AS FOLLOWS:**

**Section 1. Legislative and Administrative Findings/Annexation of Properties.**

(a) The recitals set forth above in the "whereas clauses" are hereby adopted as legislative findings of the City Commission of the City of Bunnell.

(b) The property that is the subject of this Ordinance consists of the following parcel of land assigned the Tax Identification Parcel Number set forth above and being specifically described in Exhibits "A" and "B", said properties being situated in Flagler County, Florida, and said properties are hereby annexed into and are hereby made a part of the City of Bunnell, Florida pursuant to the voluntary annexation provisions of Section 171.044, *Florida Statutes*, and other controlling law.

**Section 2. Effect of Annexation.**

Upon this Ordinance becoming effective, the property owners of the said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City of Bunnell, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Bunnell, Florida

and the provisions of said Chapter 171, *Florida Statutes*.

**Section 3. Administrative Actions.**

(a) Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Flagler County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b) The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell in an expeditious manner and the map of the City Limits of the City of Bunnell.

(c) The City Manager, or designees, are hereby authorized and directed to legally describe and map the existing City Limits of the City of Bunnell and to take any and all appropriate actions or propose actions to the City Commission as may be authorized in accordance with controlling law.

**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 to be invalid, unlawful, or unconstitutional.

**Section 6. Codification.**

The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Bunnell by the City Manager, or designee(s), and the City Manager, or designee(s), is/are hereby directed to take any and all appropriate actions relative to the land use planning documents of the City pertaining to the property annexed pursuant to this Ordinance.

**Section 7. Effective Date.**

This Ordinance shall take effect immediately upon passage and adoption.

First Reading: The 23rd day of May 2022.

Second and Final Reading: adopted on this XX day of XX 2022.

**CITY COMMISSION, City of Bunnell, Florida.**

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

Approved for form and content by:

---

Vose Law Firm, City Attorney

Seal:

---

Kristen Bates, CMC, City Clerk

**EXHIBIT "A"**

**METES AND BOUNDS  
LEGAL DESCRIPTION**

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, TALLAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

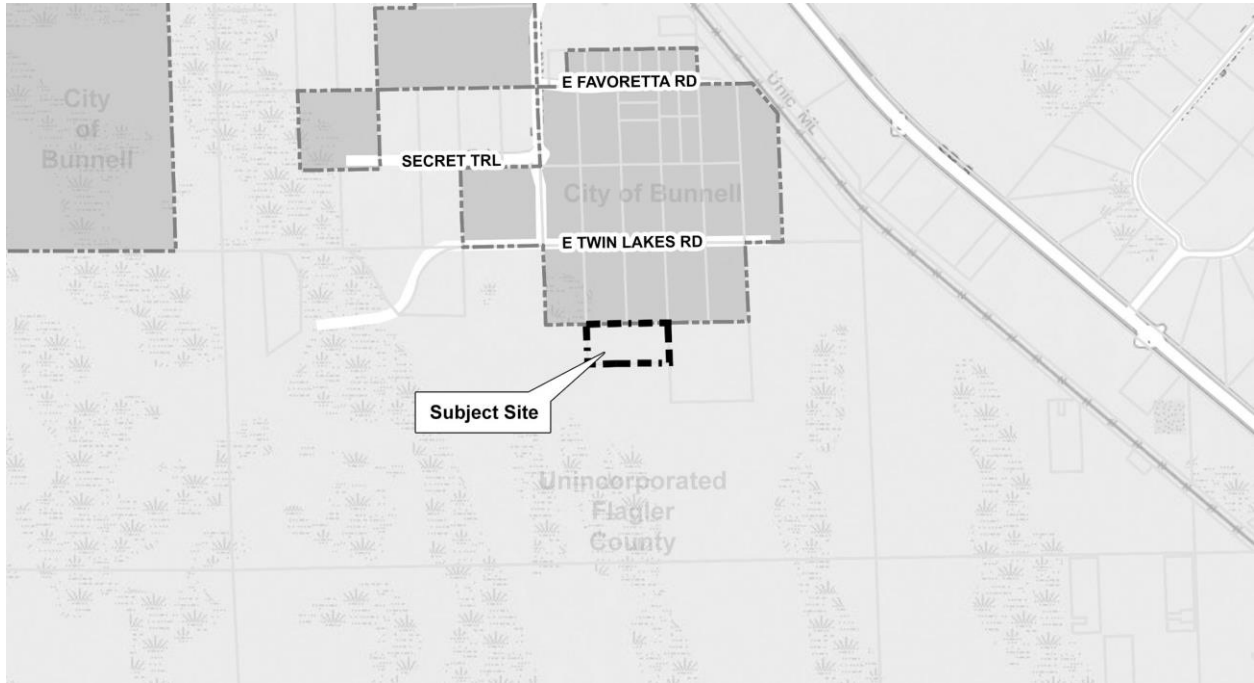
THE NE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF THE SE 1/4 ALSO DESCRIBED AS THE NE 1/4 OF TRACT 6, BLOCK D, OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS DESCRIBED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE N/W 1/4 OF THE SE 1/4 OF THE NW 1/4 OF THE SE 1/4 ALSO DESCRIBED AS THE NW 1/4 OF THE S 1/2 OF TRACT 4, BLOCK D, OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS DESCRIBED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING, FROM THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST BEAR N 89°21'23" E ALONG THE NORTH LINE OF THE SW 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, A DISTANCE OF 662.22 FEET TO THE NE CORNER OF THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21; THENCE S 02°05'29" E A DISTANCE OF 330.22 FEET; THENCE S 89°17'11" W A DISTANCE OF 662.73 FEET; THENCE N 01°59'25" W, A DISTANCE OF 331.07 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 20 FEET WIDE EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 20 FEET OF THE EAST 1/2 OF TRACT 5, BLOCK D, OF THE BUNNELL DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS DESCRIBED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST.

.





## EXHIBIT "B"

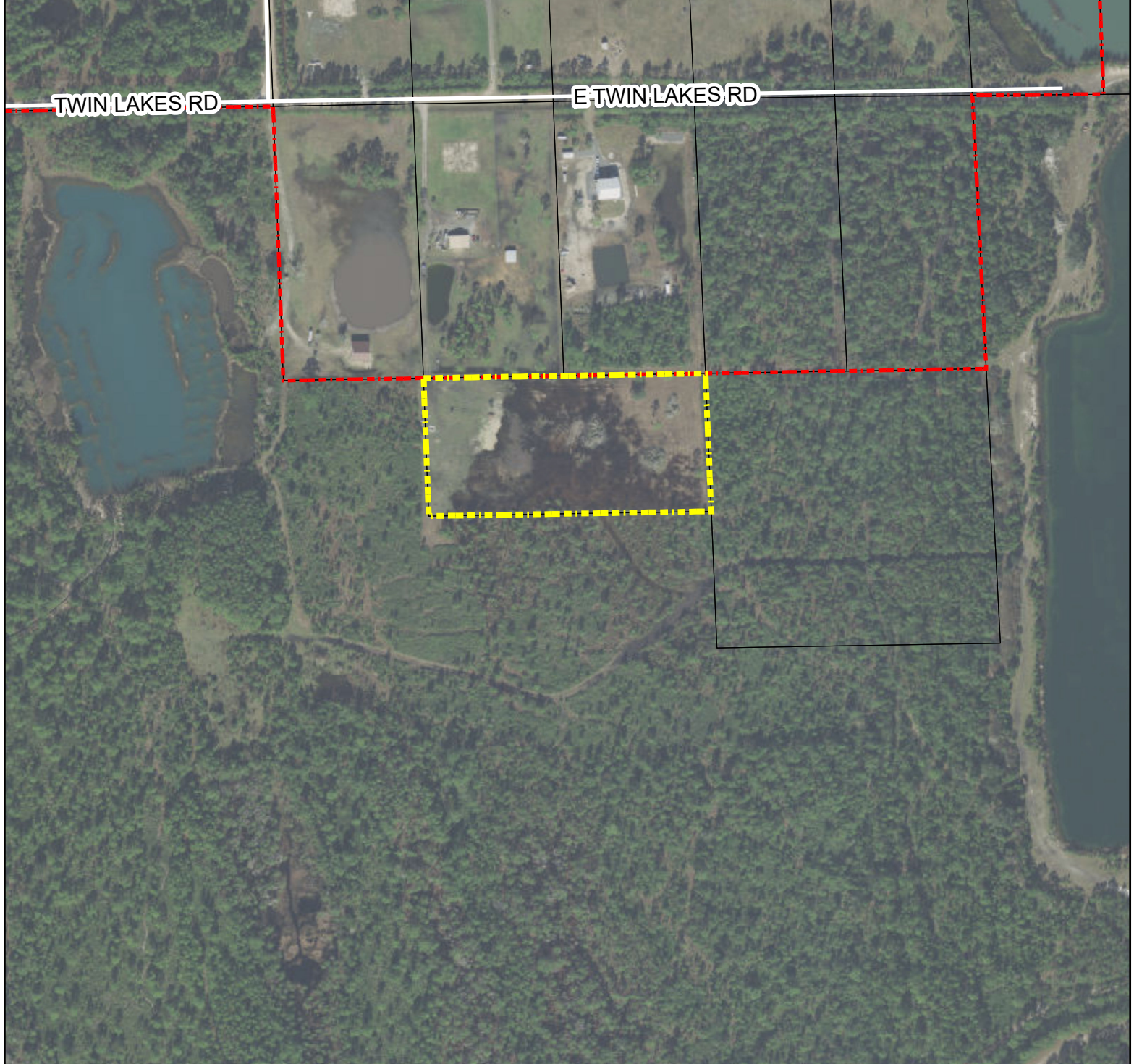
### Location Map



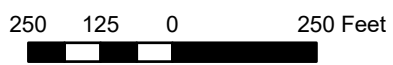


**Legend**

-  SUBJECT SITE
-  STREETS
-  BUNNELL CITY LIMITS
-  FLAGLER COUNTY PARCELS



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Date Saved: 2/24/2022

Created by: eobrien  
 Path: Z:\PROJECTS\2021\21132 City of Bunnell Planning Services\Antos\Antos Aerial Location Map.mxd

**Aerial Map  
 Antos Property  
 Bunnell, Florida**



**300 Interchange Blvd  
 Ormond Beach, FL 32174  
 ph 386-677-2482**



## City of Bunnell, Florida

### Agenda Item No. H.1.

Document Date: 3/10/2022 Amount:  
Department: City Manager Account #:  
Subject: Request for letter of Support for the Coalition Against Bigger Trucks (CABT) opposing Federal Legislation  
Agenda Section: New Business:

#### **ATTACHMENTS:**

Description	Type
CABY	Exhibit
Proposed Letters	Exhibit

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

Joshua M. Collins, National Field Director for the Coalition Against Bigger Trucks (CABT), met with the City Manager on March 10, 2022. He has requested the City of Bunnell provide letters of support to be sent to our Federal Representatives that oppose current legislation for trucking regulations.

#### **Background:**

Opposing increasing truck weight limits unless and until such increases are accompanied by simultaneous and sufficient increases in the heavy truck-user tax.

Opposing allowing the longer combination trucks (i.e., "triple-trailers" or "truck trains" both on and off the designated national network of truck highways until the impact of increased truck length and width standards on highway costs and safety is assessed and reflected in highway user fee and appropriate safety regulations.

#### **Staff Recommendation:**

Staff recommends to provide letters of support.

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

Commission discretion.

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

**City Manager Review/Recommendation:**

## **National League of Cities – Transportation and Infrastructure Policy and Resolutions 2017**

### **G. Motor Carriers**

#### **1. Truck Weight and Size Limits**

NLC opposes increases in truck weight limits unless and until such increases are accompanied by simultaneous and sufficient increases in the heavy truck-user tax.

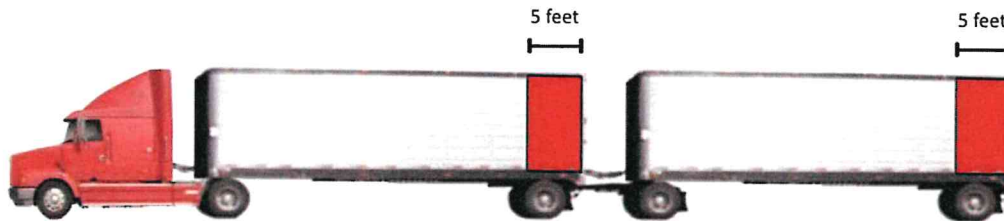
2017 Transportation and Infrastructure Services page 145 NLC

NLC opposes allowing the longer combination trucks (i.e., “triple-trailers” or “truck trains”) both on and off the designated national network of truck highways until the impact of increased truck length and width standards on highway costs and safety is assessed and reflected in highway user fees and appropriate safety regulations.

2017 Transportation and Infrastructure Services page 146 NLC

## Proposed Bigger-Truck Configurations

### Longer Double-Trailer Trucks



- FedEx, UPS, Amazon and a handful of other companies have lobbied for legislation that would force states to allow double-trailer trucks 91 feet in length, called “Double 33s,” on the federally designated National Network, which includes 200,000 miles of roadways. These are 10 feet longer than today’s twin-trailers and 17 feet longer than standard single-trailer trucks.
- Double 33s were removed from the transportation reauthorization bill in the U.S. Senate in November of 2015 on a 56-31 vote.
- The U.S. Department of Transportation (USDOT) determined in 2016 that Double 33s take 252 feet to stop—22 feet longer than today’s twin-trailer configuration.
- USDOT also found that Double 33s would result in the largest lifecycle increase in pavement damage compared to all other studied configurations. This would result in \$1.2 billion to \$1.8 billion in estimated pavement damage every year.

### Heavier Single-Trailer Trucks



- Certain shippers have lobbied to allow heavier single-trailer trucks weighing 91,000 pounds—an increase of 11,000 pounds compared to today’s trucks—as part of a 10-year, 10-state pilot program.
- Legislation to allow 91,000-pound trucks was defeated in the U.S. House in 2015 on a 187-236 vote.
- These 91,000-pound trucks were found in limited state testing by USDOT in 2015 to have 47 percent higher crash rates and cause \$1.1 billion in additional bridge costs.

## Influence Federal Policy

Advocacy

Policy Committees

Community & Economic Development

Energy, Environment & Natural Resources

Finance, Administration & Intergovernmental Relations

Human Development

Information Technology & Communications

Public Safety & Crime Prevention

Transportation & Infrastructure Services

Resources

## STAFF CONTACT

Matthew Colvin

Principal Associate,

Transportation

Federal Advocacy

202-626-3176

[colvin@nlc.org](mailto:colvin@nlc.org)

[Home](#) | [Influence Federal Policy](#) | [Policy Committees](#) | [Transportation & Infrastructure Services](#)

## Transportation & Infrastructure Services

The Transportation & Infrastructure Services Committee is responsible for developing policy positions on issues involving transportation, including planning, funding, safety and security of public transit, streets and highways, aviation, railroads and ports.

NLC's Federal Advocacy Committee members include local elected officials and city staff from NLC member cities and towns across the country who are committed to discussing and influencing federal policy that has a direct and profound impact on local government operations.

[Committee Rosters](#) [Meetings & Events](#) [Resources](#) [Policy & Resolutions](#)

### National Municipal Policy

The National Municipal Policy is a compilation of federal policy positions and resolutions adopted by the full NLC membership at the annual Congress of Cities. These positions guide all of NLC's federal advocacy efforts and focus on federal actions, programs, and proposals that directly impact municipalities.

View the policies and resolutions crafted by and voted on by the Transportation Infrastructure & Services Committee:

[2017 Transportation & Infrastructure Services Policy and Resolutions](#)

View the full 2017 National Municipal Policy book containing each of the policy committee chapters and resolutions on the NLC's National Municipal Policy page.



## National Organizations Opposing Truck Size & Weight Increases

---

International Association of Chiefs of Police  
National Association of Police Organizations  
National Sheriffs' Association  
National Troopers Coalition  
Western States Sheriffs' Association  
National Association of Emergency Medical Technicians  
AAA  
Institute for Safer Trucking  
Brain Injury Association of America  
American Public Works Association  
National Association of Counties  
National Association of County Engineers  
National Association of Towns and Townships  
National League of Cities  
The United States Conference of Mayors  
General Federation of Women's Clubs  
Owner-Operator Independent Drivers Association  
International Brotherhood of Teamsters  
SMART Transportation Division  
American Short Line and Regional Railroad Association  
Association of American Railroads  
National Railroad Construction and Maintenance Association  
Railway Engineering-Maintenance Suppliers Association  
Railway Supply Institute

## **Bigger Trucks Threaten Rural Communities and Infrastructure**

Prepared by CABT, January 2020

Proponents of heavier and longer trucks would have you believe these trucks would only run on Interstates and other major highways, and would not operate on rural roads. In fact, these bigger trucks **would not be limited to the Interstates** for several reasons:

- The Double 33s proposal would mandate that states allow these longer double-trailer trucks to operate on 200,000 miles of roadways, referred to as the “National Network,” as well as any state or local roads intersecting with the National Network that are deemed necessary for “reasonable access” for loading, unloading, fuel and rest.
- Heavier trucks would similarly find their way onto state and local roads, since no truck loads or unloads freight on an Interstate, meaning these trucks would spill over into rural communities.
- Local roads account for 95 percent of the more than 4 million public roadways in the U.S.
- Large trucks travel over 37 billion miles a year on local roads—over 25 percent of all large-truck vehicle miles traveled.

And when these trucks run on local roads, their impact would be greater because these roads are more vulnerable to the impacts of the bigger trucks:

- Roads and bridges off the NHS are older and in worse shape than NHS routes—36 percent of bridges off of the NHS are over 50 years old while only 14 percent of Interstate bridges are that old.
- Nationwide, 66 percent of the bridges classified as “structurally deficient” are owned by the local cities and towns, not the federal government or states.
- Rural roads are the most dangerous—they are more likely than NHS routes to have roadway features that reduce safety, such as narrow lanes, limited shoulders, sharp curves and steep slopes. Rural roads have a traffic fatality rate that is nearly 300 percent higher than all other roads.<sup>1</sup>

Rural roads and bridges cannot be an afterthought to the debate of allowing heavier and longer trucks on U.S. highways because of the costs to highway safety and infrastructure:

- The majority of automobile traffic, 56 percent, is on local roads.
- Rural roads and bridges are at the intersection of significant large-truck activity and where constituents live and work.
- Bigger trucks would impose an additional tax burden triggered by further damage to roads that will shift the responsibility to states and localities without any federal source for cost recovery.

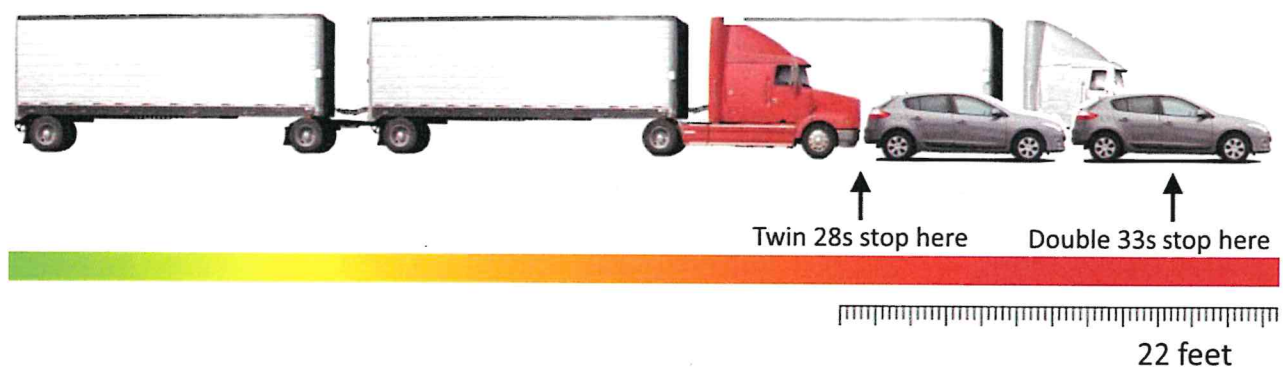
---

<sup>1</sup> The Road Information Program, 2015. *Rural Connections: Challenges and Opportunities in America’s Heartland*.



# 22 Feet: It Matters

The U.S. Department of Transportation's 2016 Final Report to Congress found that longer double-trailer trucks, called "Double 33s," take 22 more feet to stop than twin-trailer trucks that are on the road today.



CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.  
CITY MANAGER



**COMMISSIONERS:**

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

May 23, 2022

The Honorable Marco Rubio  
United States Senate  
284 Russell Senate Office Building  
Washington, DC 20510

Dear Senator Rubio,

Like many other growing Florida communities, our city commissioners and highway department officials have real concerns about proposals being floated in Washington by a handful of large shipping companies that would allow heavier and longer trucks on our roads. Our concern is two-fold: additional damages by bigger trucks to our primary roads would cost taxpayers even more in maintenance and repair, but we are also worried about the real-world safety impacts on our roads. In other words, this amounts to another unfunded federal mandate coming out of Washington.

Estimates from various studies, including the USDOT, have pegged additional damages to roads and bridges from bigger trucks at \$1 billion or more each year. In Bunnell, we see a great deal of truck traffic because we lie inland parallel to Interstate 95. US 1 and Highway 100 converge in our downtown area, and the damage to pavement from trucks is already apparent – both roads are frequently used as alternates to a traffic-choked Interstate 95, but also to move freight south to Orlando.

**We believe allowing heavier and longer trucks would only make this situation worse.**

We also have safety concerns, which should be the primary consideration. Studies have shown that heavier trucks have higher braking violations and longer trucks, which are also being proposed, have much longer stopping distances – both of which are even more dangerous for when traveling at high speeds on our local roads. More weight and less stabilization on these trucks would create a very precarious situation for already-hazardous trucks.

Although we understand and appreciate the role of trucks in our region's economy, we need to carefully balance this with making our highways safe. We want to echo the position of the National League of Cities and note our opposition to federal legislation allowing these bigger, heavier trucks on our roads. We hope that if these bills come up, you will join us in opposition.

Sincerely,

Catherine D. Robinson, Mayor  
City of Bunnell

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.  
CITY MANAGER



**COMMISSIONERS:**

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

May 23, 2022

The Honorable Rick Scott  
United States Senate  
502 Hart Senate Office Building  
Washington, DC 20510

Dear Senator Scott,

Like many other growing Florida communities, our city commissioners and highway department officials have real concerns about proposals being floated in Washington by a handful of large shipping companies that would allow heavier and longer trucks on our roads. Our concern is two-fold: additional damages by bigger trucks to our primary roads would cost taxpayers even more in maintenance and repair, but we are also worried about the real-world safety impacts on our roads. In other words, this amounts to another unfunded federal mandate coming out of Washington.

Estimates from various studies, including the USDOT, have pegged additional damages to roads and bridges from bigger trucks at \$1 billion or more each year. In Bunnell, we see a great deal of truck traffic because we lie inland parallel to Interstate 95. US 1 and Highway 100 converge in our downtown area, and the damage to pavement from trucks is already apparent – both roads are frequently used as alternates to a traffic-choked Interstate 95, but also to move freight south to Orlando.

**We believe allowing heavier and longer trucks would only make this situation worse.**

We also have safety concerns, which should be the primary consideration. Studies have shown that heavier trucks have higher braking violations and longer trucks, which are also being proposed, have much longer stopping distances – both of which are even more dangerous for when traveling at high speeds on our local roads. More weight and less stabilization on these trucks would create a very precarious situation for already-hazardous trucks.

Although we understand and appreciate the role of trucks in our region's economy, we need to carefully balance this with making our highways safe. We want to echo the position of the National League of Cities and note our opposition to federal legislation allowing these bigger, heavier trucks on our roads. We hope that if these bills come up, you will join us in opposition.

Sincerely,

Catherine D. Robinson, Mayor  
City of Bunnell

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.  
CITY MANAGER



**COMMISSIONERS:**

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

May 23, 2022

The Honorable Michael Waltz  
United States House of Representatives  
213 Cannon House Office Building  
Washington, DC 20510

Dear Representative Waltz,

Like many other growing Florida communities, our city commissioners and highway department officials have real concerns about proposals being floated in Washington by a handful of large shipping companies that would allow heavier and longer trucks on our roads. Our concern is two-fold: additional damages by bigger trucks to our primary roads would cost taxpayers even more in maintenance and repair, but we are also worried about the real-world safety impacts on our roads. In other words, this amounts to another unfunded federal mandate coming out of Washington.

Estimates from various studies, including the USDOT, have pegged additional damages to roads and bridges from bigger trucks at \$1 billion or more each year. In Bunnell, we see a great deal of truck traffic because we lie inland parallel to Interstate 95. US 1 and Highway 100 converge in our downtown area, and the damage to pavement from trucks is already apparent – both roads are frequently used as alternates to a traffic-choked Interstate 95, but also to move freight south to Orlando.

**We believe allowing heavier and longer trucks would only make this situation worse.**

We also have safety concerns, which should be the primary consideration. Studies have shown that heavier trucks have higher braking violations and longer trucks, which are also being proposed, have much longer stopping distances – both of which are even more dangerous for when traveling at high speeds on our local roads. More weight and less stabilization on these trucks would create a very precarious situation for already-hazardous trucks.

Although we understand and appreciate the role of trucks in our region's economy, we need to carefully balance this with making our highways safe. We want to echo the position of the National League of Cities and note our opposition to federal legislation allowing these bigger, heavier trucks on our roads. We hope that if these bills come up, you will join us in opposition.

Sincerely,

Catherine D. Robinson, Mayor  
City of Bunnell



## City of Bunnell, Florida

### Agenda Item No. H.2.

Document Date: 5/2/2022 Amount: \$63,826.13  
Department: Parks and Rec Account #: 001-0572-572.4610  
Subject: Request Approval of Contract 2022-05 with Hydradry Inc for Remediation Services of the Coquina City Hall.  
Agenda Section: New Business:  
Goal/Priority: Quality of Life

#### **ATTACHMENTS:**

Description	Type
Proposed Contract	Contract

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

This is a request to approve the contract for remediation services with Hydradry Inc.

#### **Background:**

At the May 9, 2022 City Commission Meeting, the Commission voted to award the Request for Purchase (RFP) bid to Hydradry Inc.

This is the proposed contract for the scope of work and services described in RFP 2022-01.

Upon approval of this contract, scheduling of this project can be done.

#### **Staff Recommendation:**

Approval of Contract 2022-05 with Hydradry Inc for Remediation Services of the Coquina City Hall.

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

Approved as to form and legality.

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

**City Manager Review/Recommendation:**

**INDEPENDENT CONTRACTOR'S AGREEMENT**

**CONTRACT# 2022-05**

Coquina Remediation – RFP 2022-01

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this 23 day of May 2022, by and between **CITY OF BUNNELL**, a political subdivision of the State of Florida (hereinafter the "CITY") and **HYDRADRY, INC.**, a Florida corporation (hereinafter "CONTRACTOR").

**WITNESSETH**

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

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is in the business of building remediation in City of Bunnell and elsewhere in the State of Florida; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, CONTRACTOR was the successful proposer for an advertised Request for Proposals identified as Request for Proposal for Remediation Services for the Historic Coquina City Hall, RFP 2022-01 which satisfies the CITY's Procurement Policy; and

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or proposal documents issued in connection with this project.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

1. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated

herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

## **2. Commencement and completion/Term.**

- a. CONTRACTOR must commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed, and must complete the work not later than 60 calendar days thereafter.
- b. Liquidated damages will be assessed against CONTRACTOR in the amount of \$250 per day, for each day after 60 days that the work contemplated by this Agreement is incomplete.

## **3. Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

- 4. **Acceptance of work product, payment, and warranty.** Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice



sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement

a.

**5. Termination.**

a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**6. Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

a. To CITY: Bunnell City Commission, Attention: Dr. Alvin Jackson, City Manager;

b. To CONTRACTOR: HydraDry, Inc., Attention: Mark Davideit, President, 3615 N. Apopka Vineland Rd., Orlando, FL 32818.

**7. Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
  - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
  - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
  - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
  - iv. Fire damage liability shall be included at \$300,000.00.
  - v. Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
  - vi. Fire damage liability shall be included at \$500,000.00.
- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the

policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.

- d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

8. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
  - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
  - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
  - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for

employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement

or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
  1. Keep and maintain public records required by the CITY to perform the service.
  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 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
  4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must 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.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **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, KRISTEN BATES, CITY CLERK, AT kbates@bunnellcity.us; 386-437-7500; MAILING ADDRESS: P.O. BOX 756, BUNNELL, FL 32110.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this subparagraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
  - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
  - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all 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 intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
  - iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are

employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- v. **Liability Insurance.** Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.
- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.



- j. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.

9. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure

occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Attorney's Fees.** In any litigation arising out of this Agreement, the prevailing party is entitled to recover, from the other party, its reasonable attorney's fees and costs, at both the trial and appellate levels.
- j. **Law; Venue.** This Agreement is being executed in City of Bunnell, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Flagler County, Florida.

**10. Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

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

Elizabeth Rodriguez  
Witness  
Print Name: Elizabeth Rodriguez

[Signature]  
Witness  
Print Name: Glenda Colon

Contractor: Hydradry Inc.

Mark H. Davideit  
Signature

Print Name: Mark Davideit

Title: President

Date Signed by Contractor: 5/2/2022

**CITY OF BUNNELL**

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

ATTEST:

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

Date signed by CITY: 5/23/2022

Approved as to form and sufficiency

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

## Exhibit A:

1. Issued RFP
2. Bid Response



**REQUEST FOR PROPOSAL FOR REMEDIATION SERVICES FOR THE  
HISTORIC COQUINA CITY HALL  
NO. RFP 2022-01**

NOTICE IS HEREBY GIVEN THE CITY OF BUNNELL IS ACCEPTING BIDS FOR REMEDIATION SERVICES FOR THE HISTORIC COQUINA CITY HALL. NOTICE SHALL BE POSTED IN A LOCAL NEWSPAPER, ON THE CITY OF BUNNELL WEBSITE AND LISTED ON DEMAND STAR. ALL BIDS ARE SOLICITED AND SHALL BE MADE PURSUANT TO ORDINANCE 2012-07, AND ALL BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PROVISIONS THEREOF. ORDINANCE 2012-07 IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL, 604 EAST MOODY BLVD. UNIT 6, BUNNELL, FL 32110.

INTERESTED PARTIES MAY OBTAIN INSTRUCTION PACKETS ON THE WEBSITE [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM), THE CITY OF BUNNELL WEBSITE AT [WWW.BUNNELLCITY.US/BIDS](http://WWW.BUNNELLCITY.US/BIDS) OR VIA E-MAIL FROM [KBATES@BUNNELLCITY.US](mailto:KBATES@BUNNELLCITY.US).

YOU ARE HEREBY INVITED TO SUBMIT A SEALED PROPOSAL TO PROVIDE ALL INFORMATION REQUESTED IN THE ATTACHED SPECIFICATIONS TO THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL.

**SUBMIT BIDS TO:** KRISTEN BATES – CITY CLERK

**MAILING ADDRESS**  
Bunnell City Clerk  
P. O. Box 756  
Bunnell, FL 32110

**WALK-UP DELIVERY ADDRESS:**  
Bunnell City Clerk  
604 East Moody Blvd. Unit 6  
Bunnell, FL 32110

**TIMETABLE:** Date of Distribution: March 25, 2022  
Last Date of Inquiries: April 1, 2022 by 10:00 AM

**BIDS DUE BY: Thursday, April 7, 2022 AT 10:00 AM EST** after which time they will be publicly opened and read aloud. Bid opening will be held at **10:30 AM EST** at the Versie Lee Mitchell Community Center located at 405 E. Drain St., Bunnell, FL 32110.

Bidders must indicate on the sealed envelope the following:

- A. Title of Proposal
- B. Request for Proposal Number
- C. Hour and Date of Opening
- D. Name of Bidder

## **GENERAL CONDITIONS**

**CONTACT:** All prospective Applicants are hereby instructed not to contact any member of the City of Bunnell City Commission, City Manager, or City Staff members other than the noted contact person regarding this RFP at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your Proposal.

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

**CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES:** Pursuant to Florida Statutes, any Public Officer or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

**DISCRIMINATION:** Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

**PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS:** The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 10 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

**SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Request for Proposal (RFP) number, title, opening date and name of bidder shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received at the prescribed delivery point after the specified date and time will not be accepted. Proposals must be submitted in writing and as prescribed by the City. No other forms will be accepted. Electronic, telephone, facsimile, and telegraph proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening.

**DELAYS:** The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell Website [www.bunnellcity.us](http://www.bunnellcity.us) and Demand Star [www.demandstar.com](http://www.demandstar.com).

**ADDENDUM:** Should revisions to the RFP documents become necessary, the City will post addenda information on-line at the City of Bunnell Website [www.bunnellcity.us](http://www.bunnellcity.us) and Demand Star [www.demandstar.com](http://www.demandstar.com). All Proposers should check the DemandStar website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

**EXECUTION OF RFP:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

**RFP OPENING:** Proposals shall be opened at the time, date, and place specified in the RFP, and the name of the Proposer shall be read aloud publicly.

**RFP TABULATION:** Any Proposer wishing to receive a copy of the RFP tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFP tabulation will be posted on DemandStar.com.

**CLARIFICATION/CORRECTION OF RFP ENTRY:** The City of Bunnell reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

**INTERPRETATION:** Any questions concerning conditions and specifications shall be directed to Kristen Bates, City Clerk, [kbates@bunnellcity.us](mailto:kbates@bunnellcity.us) unless otherwise specified in the RFP. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Bunnell.

**MINORITY POLICIES:** The City of Bunnell, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

**ADDITIONAL TERMS AND CONDITIONS:** The City of Bunnell reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

**TAXES:** The City of Bunnell is exempt from Federal Excise Taxes and all sales taxes.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to an RFP and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

**LIABILITY:** The vendor shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

**LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified in the

State of Florida at the time of submittal of RFP for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

**AWARDS:** The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

**EQUAL EMPLOYEMENT OPPORTUNITY:** Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

**LOCAL VENDOR POLICY:** The City of Bunnell shall give local bidders preference not to exceed five percent of all purchases under \$500,000, up to five percent for construction projects over \$500,000 and up to five percent for contracts under the Consultant's Competitive Negotiation Act. These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes.

**EQUAL EMPLOYEMENT OPPORTUNITY:** Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination on the basis of race and color as well as national origin, sex, or religion.

**The CITY OF BUNNELL reserves the right to accept or reject any and all responses, to waive irregularities, and to re-advertise as may be determined to be in the best interest of the City.**

### **TERM OF AGREEMENT**

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission. It is anticipated that the contract shall last until the time of the completion of the remediation project.

### **GENERAL INSTRUCTIONS**

- **Inquiries:** Questions may arise as firms are preparing their proposals. Please direct questions in writing to: Kristen Bates, City Clerk, [kbates@bunnellcity.us](mailto:kbates@bunnellcity.us) or at Physical Address: 604 E. Moody Blvd. Unit 6., Bunnell, Florida 32110 or Mailing Address: PO Box 756 Bunnell, Florida 32110.
- **Signature Requirements:** Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
- **Proposal Delivery:** The City of Bunnell must receive one (1) original, three (3) identical



copies and one (1) ADA compliant electronic copy in PDF format on USB of their documents on letter size paper in a sealed envelope or package of the full response addressed to Kristen Bates, City Clerk at Bunnell City Hall, Physical Address: 604 E. Moody Blvd. Unit 6. Bunnell, Florida 32110 or Mailing Address: PO Box 756 Bunnell, Florida 32110.

- Addenda and Supplements to the Request for Proposal (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be posted online at the City of Bunnell's website, [www.bunnellcity.us](http://www.bunnellcity.us) and Demand Star, [www.demandstar.com](http://www.demandstar.com)
- Rejection Rights: The City of Bunnell reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
- Cost of Proposal Preparation: No reimbursement will be made by the City of Bunnell for any costs incurred in the preparation of the proposal or presentation.
- Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

**CITY OF BUNNELL**  
**Request for Proposal**  
**REMEDIATION OF THE HISTORIC COQUINIA CITY HALL**

**SPECIFICATIONS**

**I. General Purpose and Introduction**

The City of Bunnell is looking for a vendor to conduct a full remediation to the Historic Coquina City Hall located at 200 S. Church St., Bunnell, FL 32110.

**Specifications**

This is remediation only of the currently known environmental issues within the facility and on the facility exterior and any issues that may have developed since the last inspection was completed. A copy of the last inspection report is released with this RFP.

Full restoration/reconstruction is not a part of this project; however, if minor restoration/reconstruction or repairs are required to seal up the facility to prevent further environmental issues from developing within the facility prior to the start of full restoration/reconstruction, then those steps should be taken and considered when preparing the proposed bid costs.

Due to the historic designation of this facility, all steps and chemicals used should not create damage to the coquina walls.

**II. Calendar of Events**

- |    |                          |  |
|----|--------------------------|--|
| A. | <u><b>03.25.2022</b></u> | Request for Proposal (RFP) Release Date  |
| B. | <u><b>03.29.2022</b></u> | Building Open for Inspection from <b>9:00 AM to 12:00 PM</b>   |
| C. | <u><b>04.01.2022</b></u> | RFP Inquiries Due no later than <b>10:00 AM EST</b>  |
| D. | <u><b>04.07.2022</b></u> | Proposals Due no later than <b>10:00 AM EST</b>  |
| E. | <u><b>04.07.2022</b></u> | Proposal Opening <b>10:30 AM EST at Versie Lee Mitchell<br/>Community Center 405 E. Drain St., Bunnell, FL 32110</b> |
| F. | <u><b>05.09.2022</b></u> | Recommendation and approval of selected firm to Commission   |
| G. | <u><b>05.10.2022</b></u> | Selection and Commencement of Services   |

*The above schedule may be changed solely at the City's discretion.*

**III. Proposal**

Proposals shall be applicable with the criteria set forth herein.

**IV. Selection Process**

A designated selection committee will review and evaluate responses to this RFP that a firm submits for and will rank the proposals based on the evaluation criteria.

**V. Conflict of Interest**

Any prospective Proposer must make an affirmative statement to the effect that, to its knowledge, the appointment will not result in a conflict of interest with respect to current or anticipated clients of Proposer. If a conflict is deemed to possibly exist, the prospective Proposer shall state the nature of such conflict, and a Proposal to resolve the same prior to appointment as Proposer.

## **VI. Evaluation Criteria**

The City of Bunnell shall be the sole judge of its own best interests, the responses, and the resulting agreement. A ranked short list may be presented to the City of Bunnell Board of Commissioners or the selection committee may choose to recommend one or more Respondents. Award(s) will be made to the Responder(s) who presents the best value to the City of Bunnell based on the entire evaluation process and all the information gathered. Evaluation factors are based on the ability of the Responder to efficiently perform the Scope of Services and the information obtained from the responses to this Request for Proposals.

## **VII. Insurance Requirements**

- A. The Responder shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

- B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.
- C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.
- D. The insurance procured for the Responder shall name the City of Bunnell as an additional insured on the comprehensive general liability.

## **VIII. Proposal Submission**

All Responders shall submit one (1) original, three (3) identical copies and one (1) ADA compliant electronic copy in PDF format on USB letter size paper in a sealed envelope or package of the full response which must include the following information:

1. Cover Letter, addressed to Kristen Bates, City Clerk
2. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement (Form A)
3. Completed Drug-Free Workplace Certification (Form B)
4. Completed Responder's Certification (Form C)

5. Copy of firm's certificate of insurance.
6. Copies of any current State Licenses held by the Proposer
7. Copy of W-9
8. Completed Fee/Cost Proposal
9. Estimated Timeline for the project and project completion
10. Project summary for up to three (3) similar remediation projects
11. Up to three (3) letters of recommendation from previous clients

#### **IX. Inquiries and Addenda**

Each Respondent shall examine the RFP document and shall judge all matters relating to the adequacy and accuracy of this document. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFP shall be made through **Kristen Bates, City Clerk** at 604 E. Moody Blvd. Unit 6, Bunnell, FL 32110, or email [kbates@bunnellcity.us](mailto:kbates@bunnellcity.us). The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each Respondent, prior to submitting the proposal, to determine if addenda were issued and to make such addenda a part of the proposal.

#### **X. Right to Protest**

Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the City Manager.

#### **XI.No Corrections**

Once a competitive proposal is submitted, the City shall not accept any request by any proposer to correct errors or omissions in any calculations or competitive price submitted.

#### **XII.Openness of Procurement Process**

Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any portion of any proposal once submitted.

#### **XIII.No Collusion**

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever.

#### **XIV. Informality Waiver/Rejection of Proposals**

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, in keeping with the best interest of the City.

#### **XV. Appropriations Clause**

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT  
(Form A)**

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.

---

COMPANY NAME

---

SIGNER'S NAME (PRINT OR TYPE)

---

AUTHORIZED SIGNATURE

---

---

**CITY OF BUNNELL**

**DRUG-FREE WORKPLACE CERTIFICATION**  
**(Form B)**

Does your Agency have a Drug-Free Workplace Program:            Yes: \_\_\_\_\_ 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.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**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.

\_\_\_\_\_  
Responder

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Officer Title

\_\_\_\_\_  
Date





OLD CITY INSPECTIONS LLC

904-466-6882

[sean.wilson@oldcityinspections.com](mailto:sean.wilson@oldcityinspections.com)

<https://oldcityinspections.com>



## AIR QUALITY TEST

200 S Church St  
Bunnell FL 32110

Kristen City of Bunnell  
FEBRUARY 10, 2021



Inspector

**Sean Wilson**

*Sean Wilson*

InterNachi Certified Home Inspector

904-466-6882

[sean.wilson@oldcityinspections.com](mailto:sean.wilson@oldcityinspections.com)

---

# TABLE OF CONTENTS

1: Inspection Details	5
2: Moisture & Mold	8
3: Lab Results	28
4: Remediation Work Plan	44
Standard of Practice	49

This inspection for mold or fungi is performed for a fee to visually inspect for signs of a mold like substance, fungi or microbial like staining. The inspection should not be technically exhaustive. Results of the assessment should not be considered a warranty or guarantee of any kind that microbial growth is not present. The Assessor shall not be held responsible or financially liable for unseen / hidden signs of mold, future mold concerns, or associated future repair costs. The inspector is only liable for the cost of the assessment minus lab fees. Normally 1 to 3 samples are included in the assessment, but may also include more samples, unless there is no visual signs of mold, smell of mustiness, or complaints of health problems. Certain situations may call for more or less or no sampling. NYS mold law Article 32 and IAC2 mold inspection standards shall be the guidelines for the assessment. Any comments made in the report outside the SCOPE or SOP should be considered informative only to help educate the Client to minimize the potential for moisture intrusion.

**For the checklist / narrative report there are 4 expandable tabs that can be clicked on labeled (Overview, Information, Limitations, and Standards)**

**There are also 5 different checkmark and highlighted color designations noted on this report when evaluating a component or system :**

**Inspected - appeared overall adequate with little or no discrepancies (MONITOR AND MAINTAIN)**

**Marginal - requires maintenance, repair, or modifications to avoid future concerns or eventual component failure (RECOMMEND FURTHER EVALUATION FROM A QUALIFIED CONTRACTOR)**

**Poor - requires repairs, modifications, or replacement immediately or soon (RECOMMEND FURTHER EVALUATION FROM A QUALIFIED CONTRACTOR SOON)**

**Safety Hazard - poses a potential safety or health hazard to personell (RECOMMEND FURTHER EVALUATION FROM A QUALIFIED CONTRACTOR SOON)**

**Not Inspected / Not Present - Limitations and Disclaimers - generalized informative comments for components / systems**

---

# SUMMARY

---


















DEFERRED MAINTENANCE



RECOMMENDATIONS /  
DEFICIENCIES

---

-  2.1.1 Moisture & Mold - Roof / Gutters: Gutter Debris
-  2.1.2 Moisture & Mold - Roof / Gutters: Damaged Coverings
-  2.1.3 Moisture & Mold - Roof / Gutters: Fastener defect
-  2.2.1 Moisture & Mold - Site / Exterior : Negative Grading
-  2.2.2 Moisture & Mold - Site / Exterior : Moss / Algae
-  2.2.3 Moisture & Mold - Site / Exterior : Wall Covering Damage
-  2.2.4 Moisture & Mold - Site / Exterior : Masonry Cracking
-  2.2.5 Moisture & Mold - Site / Exterior : Rotted Components
-  2.3.1 Moisture & Mold - HVAC & Plumbing : Duct Damaged
-  2.3.2 Moisture & Mold - HVAC & Plumbing : Unit in disrepair
-  2.4.1 Moisture & Mold - Attic / Interior: Attic Minor Staining
-  2.4.2 Moisture & Mold - Attic / Interior: Deep Cleaning
-  2.4.3 Moisture & Mold - Attic / Interior: Elevated Meter Readings
-  2.4.4 Moisture & Mold - Attic / Interior: Visible Apparent Mold
-  2.4.5 Moisture & Mold - Attic / Interior: Efflorescence Noted

# 1: INSPECTION DETAILS

## Information

---

### In Attendance

Client, Client's Agent

### Weather Conditions

Clear, Recent Rain, Humid, Wet  
Ground

### Previous Leaks

Yes

### Previous Remediation

No

### Mold Inspector ID#

[International Association of Certified Indoor Air Consultants](#)

**Member ID: IAC2-13-1358**

Certifications acquired through [home inspector training](#) from InterNACHI

**Type of Building**

Masonry, Commercial



Address verification



Front elevation photo number one



Front elevation photo number two



Left elevation photo number one



Left elevation photo number two



Left elevation photo number three



Rear elevation photo number one



Rear elevation photo number two



Right elevation photo number one



Right elevation photo number two

## Limitations

---

General

### **COVID 19**

Due to the COVID19 pandemic, the inspector shall wear a mask IAW CDC guidelines while indoors or in close proximity of personnel.

## 2: MOISTURE & MOLD

### Information

---

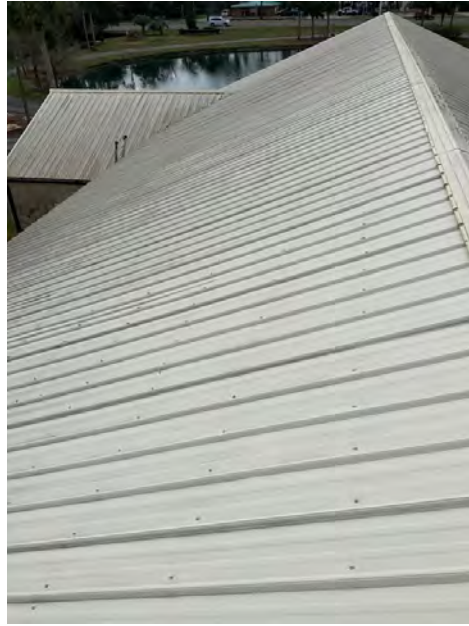


### Roof / Gutters: Inspection Method

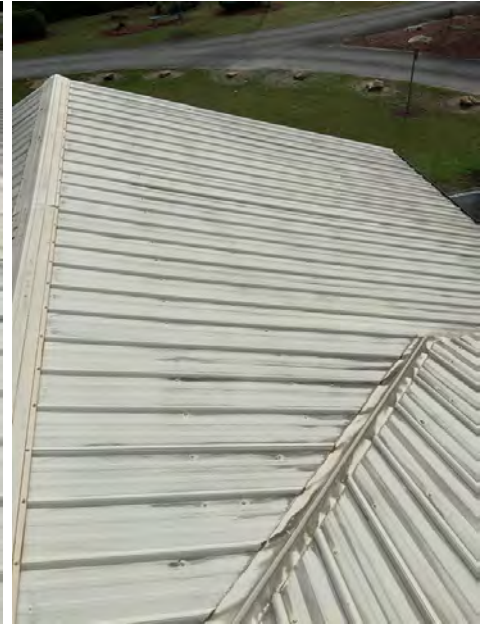
A general inspection of the roof and gutter components regarding potential moisture intrusion related concerns shall be conducted. No representation of the components condition shall be made. Only moisture intrusion or microbial related comments shall be made. The roof shall normally **NOT** be walked upon.



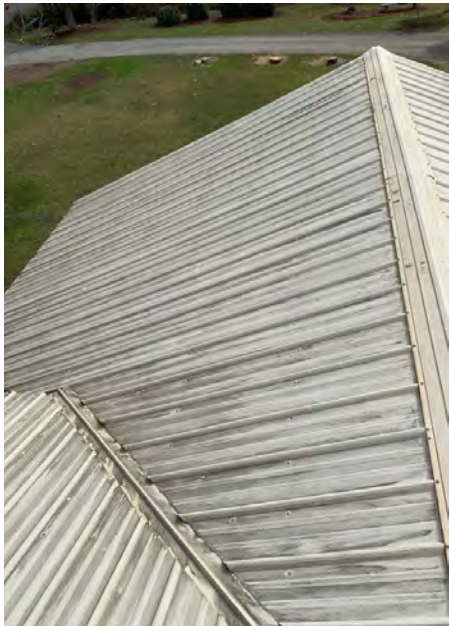
Left slope



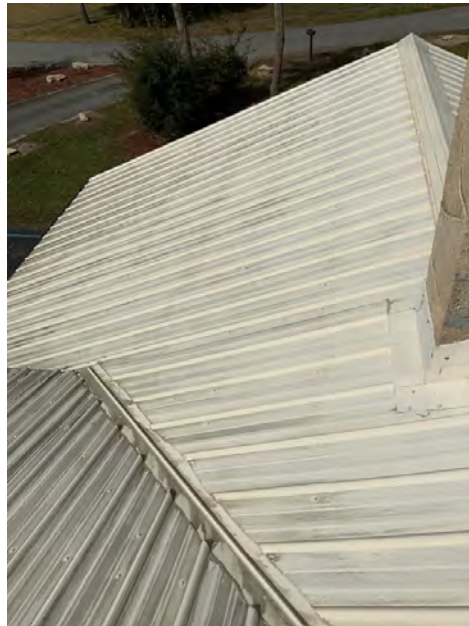
Right slope



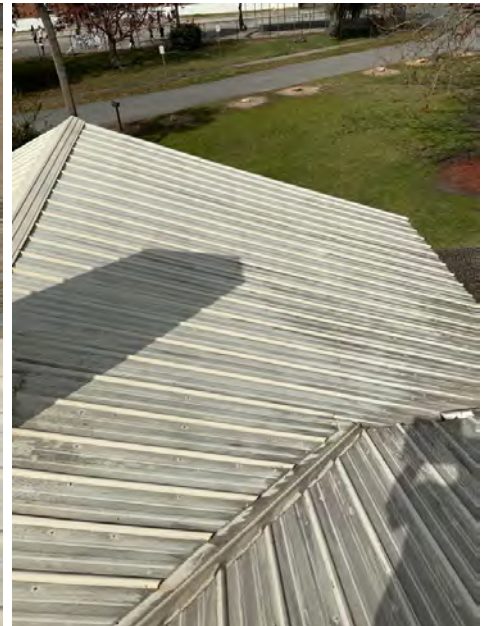
Front slope number one



Rear slope number one



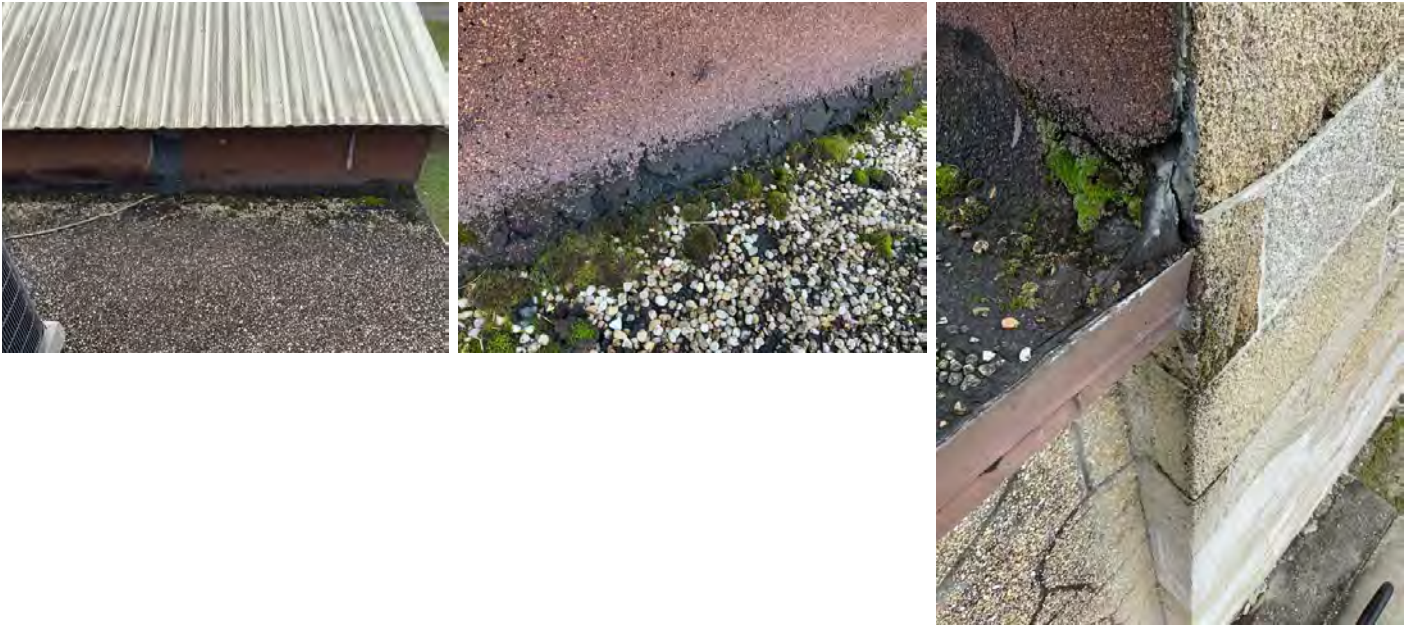
Front slope number two



Rear slope number to







### Site / Exterior : Inspection Method

A general inspection of the site / exterior regarding potential moisture intrusion related concerns shall be conducted. No representation of the components condition shall be made. Only moisture intrusion related comments shall be made.

### HVAC & Plumbing : Inspection Method

A general inspection of the HVAC and plumbing systems regarding potential moisture intrusion or air quality related concerns shall be conducted. No representation of the components condition shall be made. Only moisture intrusion or air quality related comments shall be made.



Unit #1 clear



Unit #2



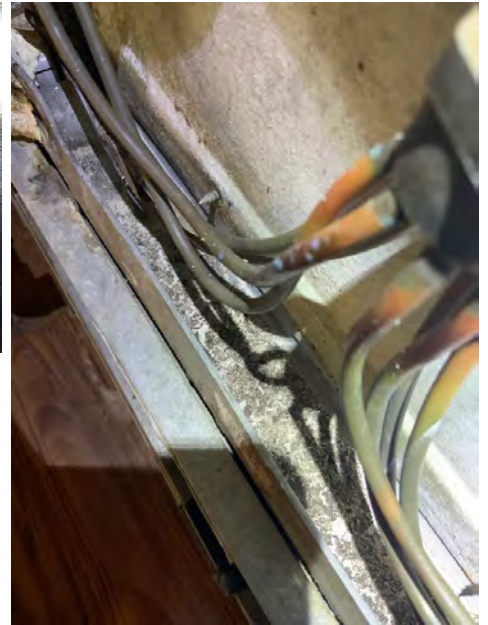
Unit #2 evaporator coil



Unit #2 evaporator coil



Unit #2 tape lift sample taken



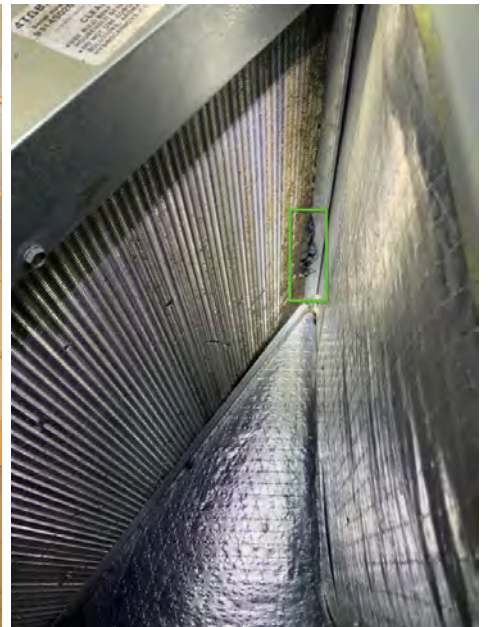
Unit #2 drain pan



Unit #2 drain line



Unit #3



Unit #2 evaporator coil



### Attic / Interior: Inspection Method

A general inspection of the attic and interior regarding potential moisture intrusion or ventilation related concerns shall be conducted. No representation of the components condition shall be made. Only moisture intrusion or microbial related comments shall be made. Insulation will not be disturbed and stored items will not be moved.

### Basement / Crawlspace : Inspection Method

A general inspection of the basement / crawlspace regarding potential moisture intrusion related concerns shall be conducted. No representation of the structural components condition shall be made. Only moisture intrusion or microbial related comments shall be made. Stored items will not be moved.

## Limitations

---

Site / Exterior

### BEHIND WALL COVERINGS

The inspector could not see behind the wall covering materials.

---

Attic / Interior

### ATTIC ACCESS LIMITATIONS

No Flooring

Portions of the attic were not inspected due to limitations.

---

Garage/Work Shop

### INSPECTION LIMITED

Limited Access

There was limited access in the garage/works shop area due to storage of materials.

---

## Observations

---

2.1.1 Roof / Gutters

### GUTTER DEBRIS



Deferred Maintenance

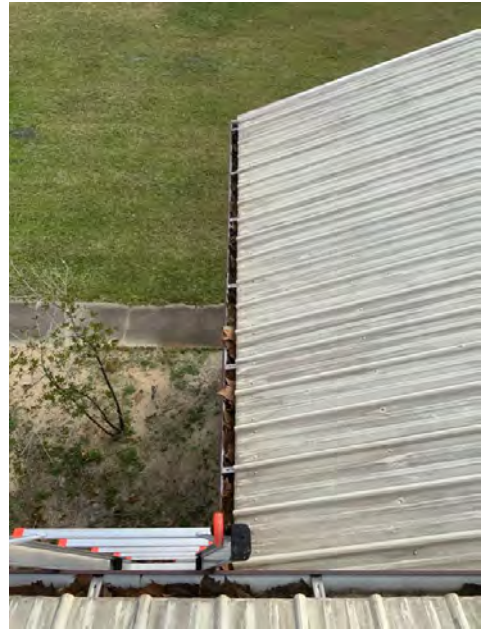
Debris has accumulated in the gutters. Recommend cleaning to facilitate water flow.

[Here is a DIY resource](#) for cleaning your gutters.

Recommendation

Contact a qualified gutter contractor

---



2.1.2 Roof / Gutters

**DAMAGED COVERINGS**

The roof had damaged coverings in some areas. Recommend a qualified roof contractor repair or replace soon to prevent moisture intrusion and/or moisture intrusion.

Recommendation

Contact a qualified roofing professional.

 Recommendations / Deficiencies







2.1.3 Roof / Gutters

**FASTENER DEFECT**

During the inspection I observed one or more fasteners with challenges.

Recommendation

Contact a qualified professional.

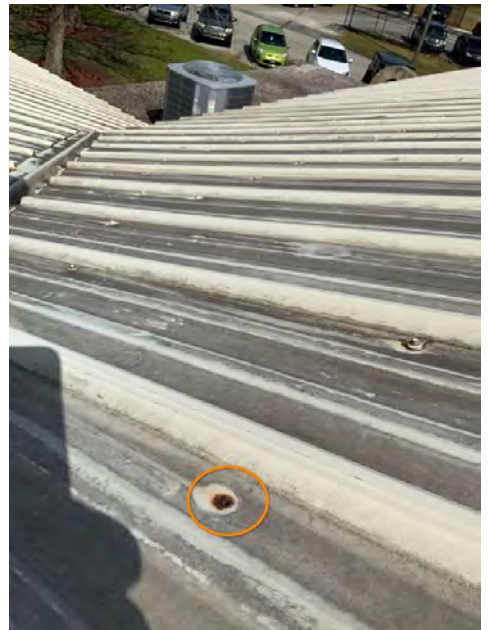
Recommendations / Deficiencies



Front chimney



Falling sealant



Missing Fastener

2.2.1 Site / Exterior

**NEGATIVE GRADING**

Grading is sloping towards the structure in some areas. This could lead to water intrusion and foundation issues. Recommend a qualified landscaper or foundation contractor regrade so water flows away from structure. In some cases underground drainage systems may be necessary.

Deferred Maintenance

Recommendation

Contact a qualified grading contractor.



2.2.2 Site / Exterior

**MOSS / ALGAE**

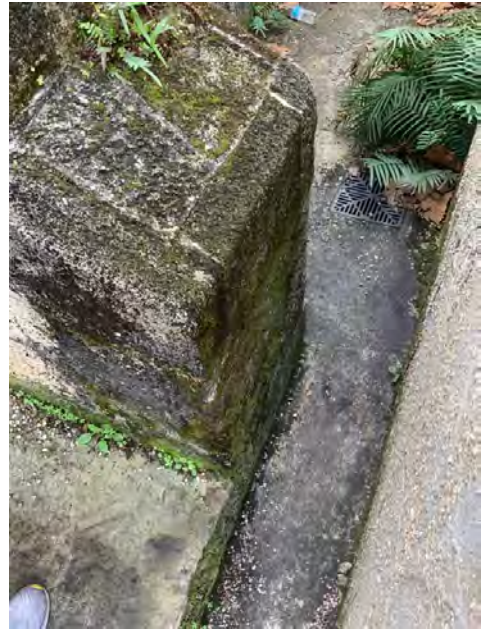
Moss or algae like stains were noted in some areas. Recommend a qualified contractor evaluate and remove.

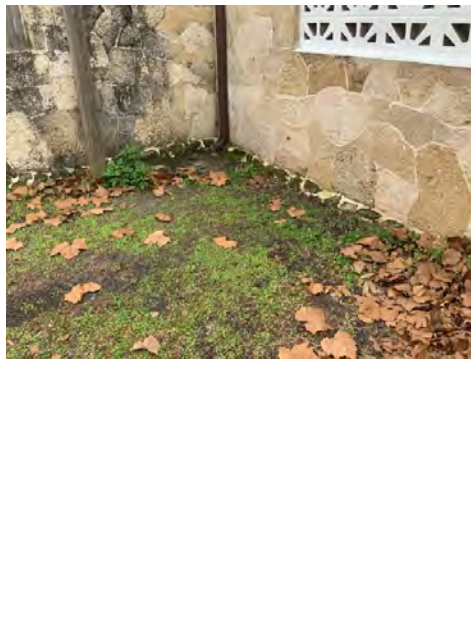
Recommendation

Contact a qualified professional.









2.2.3 Site / Exterior

Recommendations / Deficiencies

**WALL COVERING DAMAGE**

The wall coverings showed damage in one or more places. Recommend repair to prevent moisture intrusion and future monitoring.

Recommendation

Contact a qualified siding specialist.



2.2.4 Site / Exterior

Deferred Maintenance

**MASONRY CRACKING**

Some of the masonry had cracks or deteriorated mortar joints. Recommend repair soon to prevent further cracking or moisture intrusion.

Recommendation

Contact a qualified masonry professional.



2.2.5 Site / Exterior

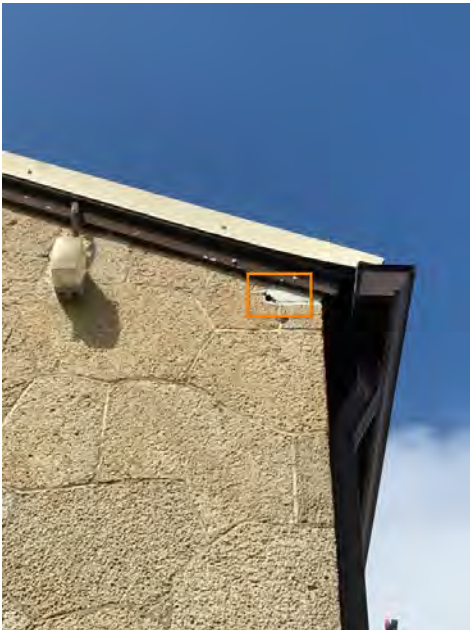
Recommendations / Deficiencies

**ROTTED COMPONENTS**

Some components were rotted and require replacement. Moisture related damage may have occurred behind the components. Recommend repair soon and further investigation of the area.

Recommendation

Contact a qualified carpenter.



2.3.1 HVAC & Plumbing

**DUCT DAMAGED**

Air duct was damaged. Recommend a qualified HVAC contractor repair. Recommend adding secondary attic access point to mitigate damaging again.

Recommendation

Contact a qualified heating and cooling contractor

 Deferred Maintenance



2.3.2 HVAC & Plumbing  
**UNIT IN DISREPAIR**

 Recommendations / Deficiencies

During the inspection I observed one or more units in disrepair

Recommendation

Contact a qualified professional.





2.4.1 Attic / Interior

 Deferred Maintenance

**ATTIC MINOR STAINING**

Some staining was noted on the sheathing.

Recommendation

Contact a qualified insulation contractor.



2.4.2 Attic / Interior

 Deferred Maintenance

**DEEP CLEANING**

It is recommended that the property be deep cleaned by a professional using EPA approved cleaning products. Any cluttered areas should be organized appropriately.

Recommendation

Contact a qualified professional.



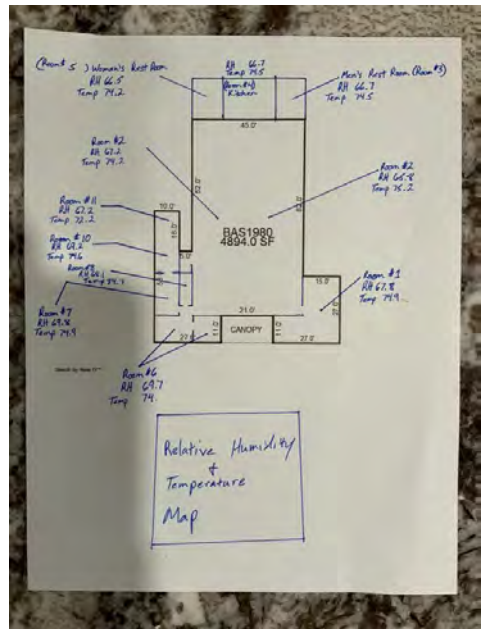


2.4.3 Attic / Interior  
**ELEVATED METER READINGS**

Recommendations / Deficiencies

The moisture meter showed elevated levels of moisture in one or more areas. Please map.

Recommendation  
Contact a qualified general contractor.



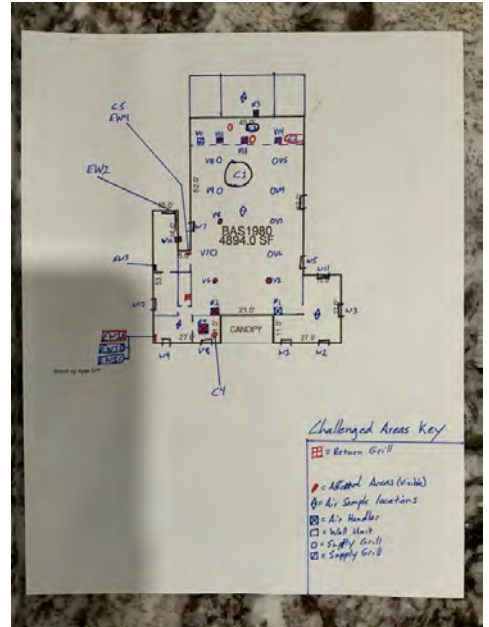
2.4.4 Attic / Interior  
**VISIBLE APPARENT MOLD**

Recommendations / Deficiencies

During the inspection I observed visible apparent mold in one or more places.

Recommendation

Contact a qualified mold inspection professional.



2.4.5 Attic / Interior

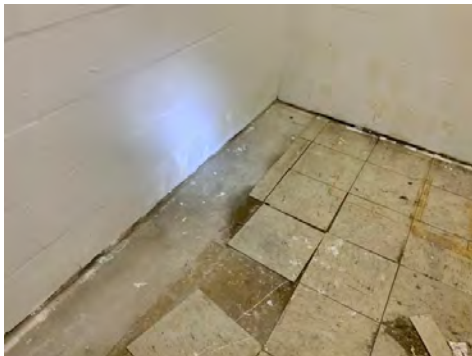
**EFFLORESCENCE NOTED**

Efflorescence was noted in a localized area. Recommend cleaning, sealing cracks, adding gutters around vault area and continued monitoring.

Recommendation

Contact a qualified professional.

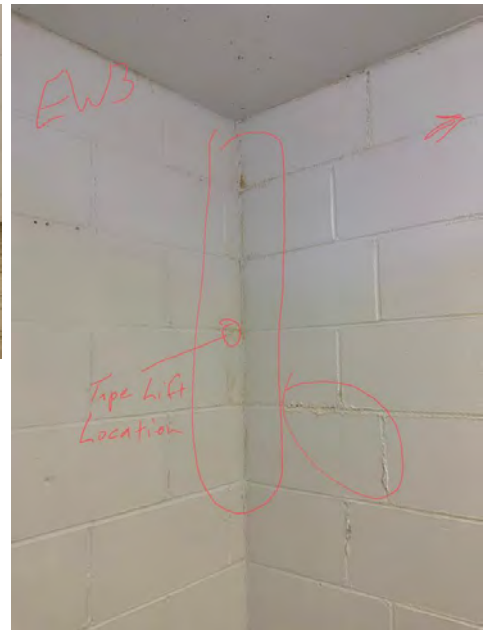
 Deferred Maintenance



Vault



Vault



Vault

## 3: LAB RESULTS

### Information

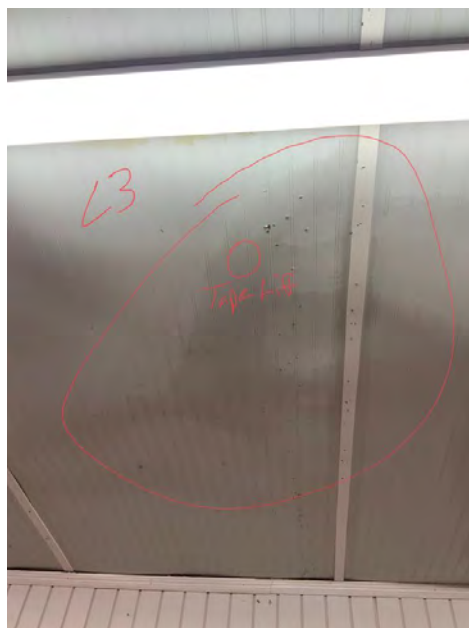
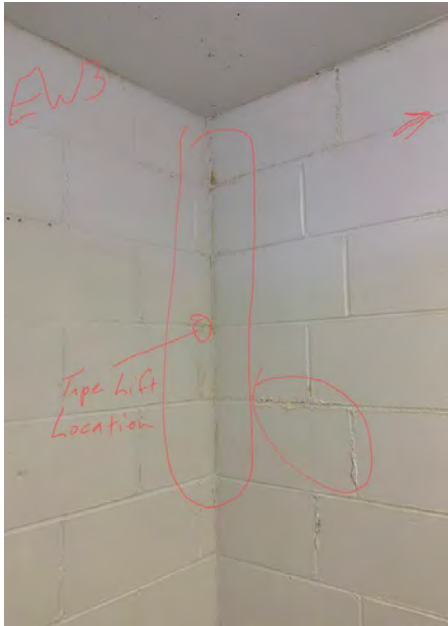
---

**Sample Type(s)**

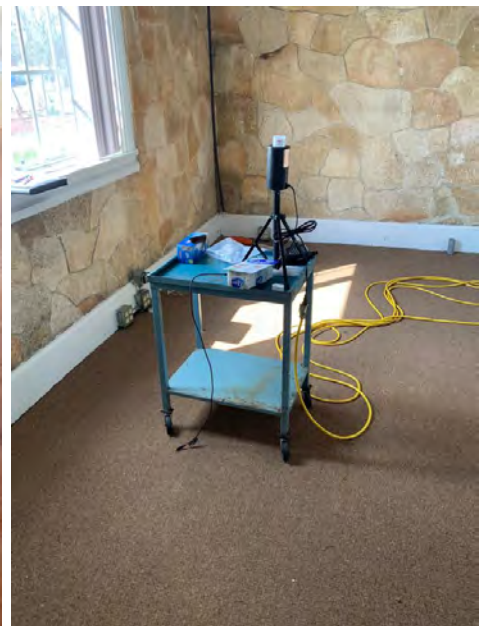
Tape / Lift, Air

### Location of Sample(s)

Ceiling, Wall, HVAC Grill, Air Handler, Wall Unit







### Sampling Results

Air Samples were normal. Tape samples showed presence of current or former growth of Cladosporium, Penicillium/Aspergillus at several locations including ceiling, coquina wall, (3) split unit HVAC units and (1) Wall Unit.



1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Identification	Outdoor Habitat	Indoor Habitat	Possible Allergic Potential Not an opinion or interpretation	Comments
Alternaria	One of the most commonly reported airborne spores worldwide. Often common in outdoor air. Usually not observed in large numbers in outdoor air. Soil, dead or dying plants, foodstuffs, textiles	Wallboard paper backing, wood, other various cellulose-containing materials. Commonly found in settled dust and as normal settled spores on carpets, drapes, textiles, etc.	Common allergen. Type I allergies (hay fever and asthma); Type III hypersensitivity pneumonitis. Common cause of extrinsic asthma	Alternaria is commonly found in elevated numbers on water-intruded building materials and in higher spore numbers in the air with respect to the outside when growth on wet building materials occurs.
Cladosporium	The most common spore type reported in the air worldwide. Found on dead and dying plant litter, and soil.	Commonly found on wood and wallboard. Commonly grows on window sills, textiles and foods.	Type I (hay fever and asthma). Type III (hypersensitivity pneumonitis) allergies.	A very common and important allergen source both outdoors and indoors.
Ascospores	Common everywhere. Constitutes a large part of the airspora outside. Can reach very high numbers in the air outside during the spring and summer. Can increase in numbers during and after rainfalls.	Very few of this group grow inside. The notable exception is Chaetomium, Ascotricha and Peziza.	Little known for most of this group of fungi. Dependent on the type (see Chaetomium and Ascotricha).	
Basidiospores	Commonly found everywhere, especially in the late summer and fall. These spores are from Mushrooms.	Mushrooms are not normally found growing indoors, but can grow on wet lumber, especially in crawlspaces. Sometimes mushrooms can be seen growing in flower pots indoors.	Some allergenicity reported. Type I (hay fever, asthma) and Type III (hypersensitivity pneumonitis).	Among the group of Mushrooms (Basidiomycetes) are dry rot fungi Serpula and Poria that are particularly destructive to buildings.
Penicillium/Aspergillus	Common everywhere. Normally found in the air in small amounts in outdoor air. Grows on nearly everything.	Wetted wallboard, wood, food, leather, etc. Able to grow on many substrates indoors.	Type I (hay fever and asthma) allergies and Type III (hypersensitivity pneumonitis) allergies.	This is a combination group of Penicillium and Aspergillus and is used when only the spores are seen. The spores are so similar that they cannot be reliably separated into their respective genera.



1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Prepared for : OLD CITY INSPECTIONS LLC

Test Address :

200 SOUTH CHURCH STREET  
BUNNELL, FL 32110

ANALYSIS METHOD	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	INTENTIONALLY BLANK	INTENTIONALLY BLANK				
LOCATION	C3	WU						
COC / LINE #	1405970 - 9	1405970 - 10						
SAMPLE TYPE & VOLUME	TAPE	TAPE						
SERIAL NUMBER	CUR02112021C3	CUR02112021WU						
COLLECTION DATE	Feb 11, 2021	Feb 11, 2021						
ANALYSIS DATE	Feb 15, 2021	Feb 15, 2021						
CONCLUSION	NORMAL	UNUSUAL						
IDENTIFICATION	Mold Present	Mold Present	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total
Cladosporium		X						
Penicillium/Aspergillus								
TOTAL SPORES	NA	NA						
MINIMUM DETECTION LIMIT	NA	NA						
BACKGROUND DEBRIS	Not Applicable	Not Applicable						
OBSERVATIONS & COMMENTS	No Fungi Detected.	Presence of current or former growth observed.						

Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the slide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is "Heavy" or "Too Heavy for Accurate Count". All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%. The effect of the results relate only to the items tested. The methods used in this analysis have been validated and is fit for the intended use. R "version" indicated after the lab ID# indicates a sample with amended data.

\* Minimum Detection Limit. Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample. NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

Interpretation Guidelines: A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional.

CONTROL is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).

ELEVATED means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: Chaetomium, Fusarium, Memnoniella, Stachybotrys, Scopulariopsis, Ulocladium.

NOT ELEVATED means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth.

UNUSUAL means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.

NORMAL means that no presence of current or former growth was observed in the analyzed sample. If spores are recorded they are normally what is in the air and have settled on the surface(s) tested.





1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Prepared for : OLD CITY INSPECTIONS LLC

Test Address :

200 SOUTH CHURCH STREET  
BUNNELL, FL 32110

ANALYSIS METHOD	6110 Air Direct Examination	INTENTIONALLY BLANK	INTENTIONALLY BLANK	INTENTIONALLY BLANK
LOCATION	OUTDOOR SAMPLE 9:45-9:55			
COC / LINE #	1405965 - 9			
SAMPLE TYPE & VOLUME	PRO-10 - 150.00L			
SERIAL NUMBER	181540T			
COLLECTION DATE	Feb 11, 2021			
ANALYSIS DATE	Feb 15, 2021			
CONCLUSION	CONTROL			

IDENTIFICATION	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total
Alternaria												
Cladosporium	4	27	3									
Other Ascospores	64	430	55									
Other Basidiospores	20	130	17									
Penicillium/Aspergillus	28	190	24									
<b>TOTAL SPORES</b>	<b>116</b>	<b>777</b>	<b>100</b>									
<b>MINIMUM DETECTION LIMIT*</b>	<b>4</b>	<b>27</b>										
BACKGROUND DEBRIS	Light											
OBSERVATIONS & COMMENTS												

Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the slide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is 'Heavy' or 'Too Heavy for Accurate Count'. All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%. The effect of the results relate only to the items tested. The methods used in this analysis have been validated and is fit for the intended use. R "version" indicated after the lab ID# indicates a sample with amended data.

\* Minimum Detection Limit. Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample. NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

**Interpretation Guidelines:** A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional.

**CONTROL** is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).

**ELEVATED** means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: *Chaetomium*, *Fusarium*, *Memnoniella*, *Stachybotrys*, *Scopulariopsis*, *Ulocladium*.

**NOT ELEVATED** means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth.

**UNUSUAL** means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.

**NORMAL** means that no presence of current or former growth was observed in the analyzed sample. If spores are recorded they are normally what is in the air and have settled on the surface(s) tested.



1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Prepared for : OLD CITY INSPECTIONS LLC

Test Address :

200 SOUTH CHURCH STREET  
BUNNELL, FL 32110

ANALYSIS METHOD	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination
LOCATION	EW1C	EW3	C1	C2
COC / LINE #	1405970 - 5	1405970 - 6	1405970 - 7	1405970 - 8
SAMPLE TYPE & VOLUME	TAPE	TAPE	TAPE	TAPE
SERIAL NUMBER	CUR02112021EW1C	CUR02112021EW3	CUR02112021C1	CUR02112021C2
COLLECTION DATE	Feb 11, 2021	Feb 11, 2021	Feb 11, 2021	Feb 11, 2021
ANALYSIS DATE	Feb 15, 2021	Feb 15, 2021	Feb 15, 2021	Feb 15, 2021
CONCLUSION	NORMAL	NORMAL	NORMAL	UNUSUAL
IDENTIFICATION	Mold Present	Mold Present	Mold Present	Mold Present
Cladosporium				X
Penicillium/Aspergillus	X			
TOTAL SPORES	NA	NA	NA	NA
MINIMUM DETECTION LIMIT	NA	NA	NA	NA
BACKGROUND DEBRIS	Not Applicable	Not Applicable	Not Applicable	Not Applicable
OBSERVATIONS & COMMENTS	No presence of current or former growth observed. Only normally settled spores observed.	No Fungi Detected.	No Fungi Detected.	Presence of current or former growth observed.

Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the slide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is 'Heavy' or 'Too Heavy for Accurate Count'. All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%. The effect of the results relate only to the items tested. The methods used in this analysis have been validated and is fit for the intended use. R \*version\* indicated after the lab ID# indicates a sample with amended data.

\* Minimum Detection Limit. Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample. NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

**Interpretation Guidelines:** A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional.

**CONTROL** is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).

**ELEVATED** means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: *Chaetomium*, *Fusarium*, *Memnoniella*, *Stachybotrys*, *Scopulariopsis*, *Ulocladium*.

**NOT ELEVATED** means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth.

**UNUSUAL** means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.

**NORMAL** means that no presence of current or former growth was observed in the analyzed sample. If spores are recorded they are normally what is in the air and have settled on the surface(s) tested.



1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Prepared for : OLD CITY INSPECTIONS LLC

Test Address :

200 SOUTH CHURCH STREET  
BUNNELL, FL 32110

ANALYSIS METHOD	6110 Air Direct Examination	6110 Air Direct Examination	6110 Air Direct Examination	6110 Air Direct Examination
LOCATION	R1 10:24-10:34	R2 10:47-10:57	R4 11:52-12:02	R6 12:13-12:23
COC / LINE #	1405965 - 5	1405965 - 6	1405965 - 7	1405965 - 8
SAMPLE TYPE & VOLUME	PRO-10 - 150.00L	PRO-10 - 150.00L	PRO-10 - 150.00L	PRO-10 - 150.00L
SERIAL NUMBER	171584T	201435T	201434T	181534T
COLLECTION DATE	Feb 11, 2021	Feb 11, 2021	Feb 11, 2021	Feb 11, 2021
ANALYSIS DATE	Feb 15, 2021	Feb 15, 2021	Feb 15, 2021	Feb 15, 2021
CONCLUSION	NOT ELEVATED	NOT ELEVATED	NOT ELEVATED	NOT ELEVATED

IDENTIFICATION	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total	Raw Count	Spores per m <sup>3</sup>	Percent of Total
Alternaria										8	53	22
Cladosporium	8	53	40				4	27	34	8	53	22
Other Ascospores												
Other Basidiospores												
Penicillium/Aspergillus	12	80	60	24	160	100	8	53	66	20	130	55

<b>TOTAL SPORES</b>	20	133	100	24	160	100	12	80	100	36	236	100
<b>MINIMUM DETECTION LIMIT</b>	4	27		4	27		4	27		4	27	

<b>BACKGROUND DEBRIS</b>	Light			Light			Light			Light		
--------------------------	-------	--	--	-------	--	--	-------	--	--	-------	--	--

<b>OBSERVATIONS &amp; COMMENTS</b>												
------------------------------------	--	--	--	--	--	--	--	--	--	--	--	--

Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the slide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is 'Heavy' or 'Too Heavy for Accurate Count'. All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%. The effect of the results relate only to the items tested. The methods used in this analysis have been validated and is fit for the intended use. R "version" indicated after the lab ID# indicates a sample with amended data.

\* **Minimum Detection Limit.** Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample. NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

**Interpretation Guidelines:** A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional.

**CONTROL** is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).

**ELEVATED** means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: *Chaetomium*, *Fusarium*, *Memnoniella*, *Stachybotrys*, *Scopulariopsis*, *Ulocladium*.

**NOT ELEVATED** means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth.

**UNUSUAL** means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.

**NORMAL** means that no presence of current or former growth was observed in the analyzed sample. If spores are recorded they are normally what is in the air and have settled on the surface(s) tested.



1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Prepared for : OLD CITY INSPECTIONS LLC

Test Address :

200 SOUTH CHURCH STREET  
BUNNELL, FL 32110

ANALYSIS METHOD	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination
LOCATION	W1	W2	EW1A	EW1B
COC / LINE #	1405970 - 1	1405970 - 2	1405970 - 3	1405970 - 4
SAMPLE TYPE & VOLUME	TAPE	TAPE	TAPE	TAPE
SERIAL NUMBER	CUR02112021W1	CUR02112021W2	CUR02112021EW1A	CUR02112021EW1B
COLLECTION DATE	Feb 11, 2021	Feb 11, 2021	Feb 11, 2021	Feb 11, 2021
ANALYSIS DATE	Feb 15, 2021	Feb 15, 2021	Feb 15, 2021	Feb 15, 2021
CONCLUSION	NORMAL	NORMAL	UNUSUAL	NORMAL
IDENTIFICATION	Mold Present	Mold Present	Mold Present	Mold Present
Cladosporium		X		
Penicillium/Aspergillus		X	X	
TOTAL SPORES	NA	NA	NA	NA
MINIMUM DETECTION LIMIT	NA	NA	NA	NA
BACKGROUND DEBRIS	Not Applicable	Not Applicable	Not Applicable	Not Applicable
OBSERVATIONS & COMMENTS	No Fungi Detected.	No presence of current or former growth observed. Only normally settled spores observed.	Presence of current or former growth observed.	No Fungi Detected.

Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the slide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is 'Heavy' or 'Too Heavy for Accurate Count'. All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%. The effect of the results relate only to the items tested. The methods used in this analysis have been validated and is fit for the intended use. R "version" indicated after the lab ID# indicates a sample with amended data.

\* Minimum Detection Limit. Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample. NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

**Interpretation Guidelines:** A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional.

**CONTROL** is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).

**ELEVATED** means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: *Chaetomium*, *Fusarium*, *Memnoniella*, *Stachybotrys*, *Scopulariopsis*, *Ulocladium*.

**NOT ELEVATED** means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth.

**UNUSUAL** means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.

**NORMAL** means that no presence of current or former growth was observed in the analyzed sample. If spores are reported they are normally what is in the air and have settled on the surface(s) tested.



1675 North Commerce Parkway, Weston, FL 33326 (954) 384-4446

Prepared for : OLD CITY INSPECTIONS LLC

Test Address :

200 SOUTH CHURCH STREET  
BUNNELL, FL 32110

ANALYSIS METHOD	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination	6210 Surface and Bulk Direct Examination
LOCATION	HVAC UNIT#2	HVAC UNIT #3	HVAC UNIT #4	HVAC UNIT #4
COC / LINE #	1405965 - 1	1405965 - 2	1405965 - 3	1405965 - 4
SAMPLE TYPE & VOLUME	TAPE	TAPE	TAPE	TAPE
SERIAL NUMBER	CUR02112021HVAC#2	CUR02112021HVAC#3	CUR02112021HVAC#4	CUR02112021HVAC#4
COLLECTION DATE	Feb 11, 2021	Feb 11, 2021	Feb 11, 2021	Feb 11, 2021
ANALYSIS DATE	Feb 15, 2021	Feb 15, 2021	Feb 15, 2021	Feb 15, 2021
CONCLUSION	NORMAL	UNUSUAL	UNUSUAL	UNUSUAL
IDENTIFICATION	Mold Present	Mold Present	Mold Present	Mold Present
Alternaria				
Cladosporium	X	X	X	
Other Ascospores				
Other Basidiospores				
Penicillium/Aspergillus	X			X
TOTAL SPORES	NA	NA	NA	NA
MINIMUM DETECTION LIMIT	NA	NA	NA	NA
BACKGROUND DEBRIS	Not Applicable	Not Applicable	Not Applicable	Not Applicable
OBSERVATIONS & COMMENTS	No presence of current or former growth observed. Only normally settled spores observed.	Presence of current or former growth observed.	Presence of current or former growth observed.	Presence of current or former growth observed.

Background debris qualitatively estimates the amount of particles that are not pollen or spores and directly affects the accuracy of the spore counts. The categories of Light, Moderate, Heavy and Too Heavy for Accurate Count, are used to indicate the amount of deposited debris. Light (None to up to 25% obstruction); Medium (26% to up to 75% obstruction); Heavy (76% to up to 90% obstruction); Too Heavy (Greater than 90% obstruction). Increasing amounts of debris will obscure small spores and can prevent spores from impacting onto the slide. The actual number of spores present in the sample is likely higher than reported if the debris estimate is 'Heavy' or 'Too Heavy for Accurate Count'. All calculations are rounded to two significant figures and therefore, the total percentage of spore numbers may not equal 100%. The effect of the results relate only to the items tested. The methods used in this analysis have been validated and is fit for the intended use. R "version" indicated after the lab ID# indicates a sample with amended data.

\* Minimum Detection Limit. Based on the volume of air sampled, this is the lowest number of spores that can be detected and is an estimate of the lowest concentration of spores that can be read in the sample. NA = Not Applicable.

Spores that were observed from the samples submitted are listed on this report. If a spore is not listed on this report it was not observed in the samples submitted.

**Interpretation Guidelines:** A determination is added to the report to help users interpret the mold analysis results. A mold report is only one aspect of an indoor air quality investigation. The most important aspect of mold growth in a living space is the availability of water. Without a source of water, mold generally will not become a problem in buildings. These determinations are in no way meant to imply any health outcomes or financial decisions based solely on this report. For questions relating to medical conditions you should consult an occupational or environmental health physician or professional.

**CONTROL** is a baseline sample showing what the spore count and diversity is at the time of sampling. The control sample(s) is usually collected outside of the structure being tested and used to determine if this sample(s) is similar in diversity and abundance to the inside sample(s).

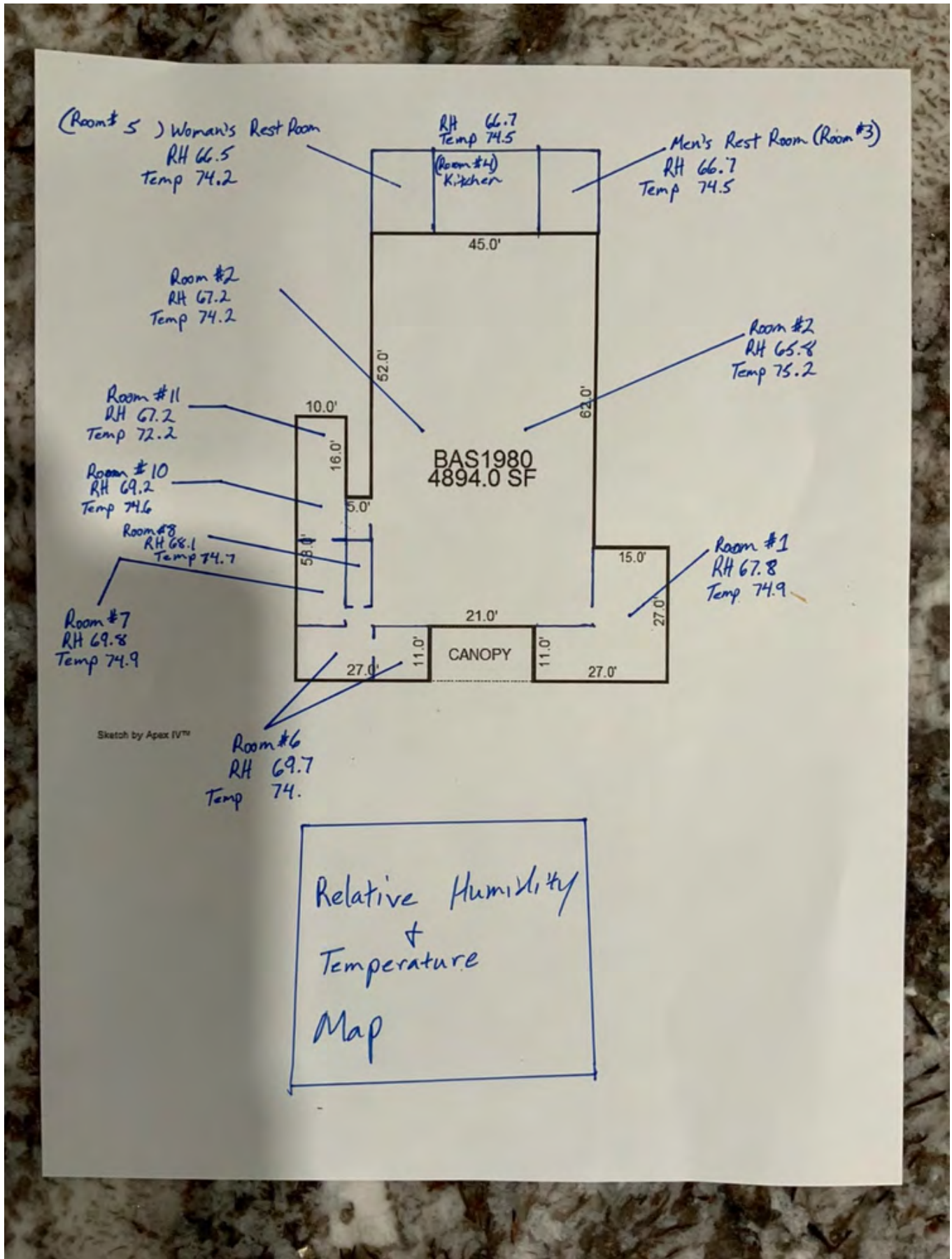
**ELEVATED** means that the amount and/or diversity of spores, as compared to the control sample(s), and other samples in our database, are higher than expected. This can indicate that fungi have grown because of a water leak or water intrusion. Fungi that are considered to be indicators of water damage include, but are not limited to: *Chaetomium*, *Fusarium*, *Memnoniella*, *Stachybotrys*, *Scopulariopsis*, *Ulocladium*.

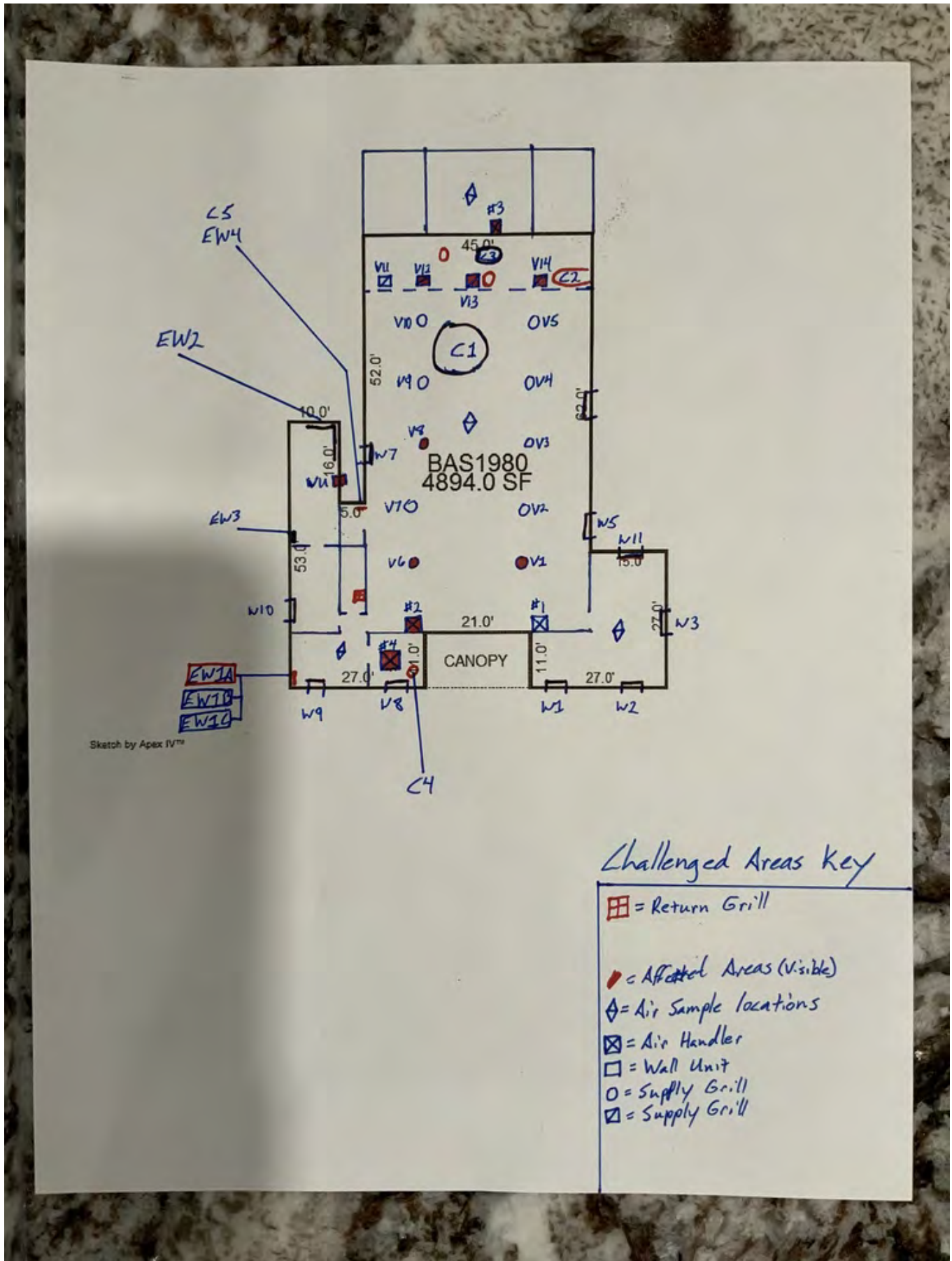
**NOT ELEVATED** means that the amount and/or the diversity of spores, as compared to the control sample and other samples in our database, are lower than expected and may indicate no problematic fungal growth. **UNUSUAL** means that the presence of current or former growth was observed in the analyzed sample. An abundance of spores are present, and/or growth structures including hyphae and/or fruiting bodies are present and associated with one or more of the types of mold/fungi identified in the analyzed sample.

**NORMAL** means that no presence of current or former growth was observed in the analyzed sample. If spores are recorded they are normally what is in the air and have settled on the surface(s) tested.

### Recommendations

The highest priority in a remediation is to protect the health and safety of the building's occupants and the remediation workers. Remediation plans vary according to the size and complexity of the job. The plans may require updating if circumstances change or if more extensive contamination is discovered.





The

**remediation plan:** If possible, remediation activities should be scheduled during off-hours when building occupants are less likely to be affected.

Although lab results showed no airborne presence at time of inspection, the presence of mold was confirmed via swab samples and should be remediated using the following protocol.

Protocol may need to be revised per additional findings or ease of operation between trades.

Due to the age of the building there may be a possibility of discovering asbestos above ceilings, which may need additional testing to confirm or deny if found.

In some cases, indoor mold growth may not be obvious. It is possible that mold may be growing on hidden surfaces, such as the back side of drywall, wallpaper, or paneling, the top of ceiling tiles, the underside of carpets and pads, etc.

Also, please note: The use of 2"x2" viewing ports cut into drywall or ceilings at affected areas may be needed by the mold remediator to confirm remediation efforts. Under no circumstances should any of the coquina walls be damaged in any way other than sanitization using called out cleaners/chemicals listed in this protocol.

### **Summary:**

- 1) Install containment locations as noted
- 2) Shut down and remediate as needed affected HVAC units
- 3) Remediate affected ceiling/wall areas and sanitize as noted. Under no circumstances should any of the coquina walls be damaged in any way other than cleaning/sanitization using called out cleaners/chemicals/techniques listed in this protocol.
- 4) Remove affected ceiling materials shown to be affected. Bag, seal and remove affected materials.
- 5) Clean, Dry & Cover carpeted areas.
- 6) Repair/replace damaged roof over Vault area.
- 7) Remove/replace stained ceiling tiles and insulation
- 8) Repair/replace upper roof. Remove/replace stained ceiling tiles and insulation post roof repairs
- 9) Post roof replacement/repairs, sanitize containment areas

### **Containment: Limited**

**For Challenged Locations:** V1, V6, V8, V12-14, Return Grill in Server Room, EW1A, C5, C2 as shown on Affected Areas Map

Limited containment is generally recommended for areas involving between 10 and 100 square feet (ft<sup>2</sup>) of mold contamination.

The enclosure around the moldy area should consist of a single layer of 6-mil, fire-retardant polyethylene sheeting. The containment should have a slit entry and covering flap on the outside of the containment area.

For small areas, the polyethylene sheeting can be affixed to floors and ceilings with duct tape.

For larger areas, a steel or wooden stud frame can be erected and polyethylene sheeting attached to it.

All supply and air vents, doors, chases, and risers within the containment area must be sealed with polyethylene sheeting to minimize the migration of contaminants to other parts of the building.

Always maintain the containment area under negative pressure.

Exhaust fans to outdoors and ensure that adequate makeup air is provided.

If the containment is working, the polyethylene sheeting should billow inwards on all surfaces. If it flutters or billows outward, containment has been lost, and you should find and correct the problem before continuing your remediation activities.

### **Personal Protection Equipment or PPE Required**

#### **1) Respiratory Protection**

Minimum: When cleaning up a small area affected by mold, you should use an N-95 respirator. This device covers the nose and mouth, will filter out 95% of the particulates in the air, and is available in most hardware stores. Limited: Limited PPE includes use of a half-face or full-face air purifying respirator (APR) equipped with a HEPA filter cartridge. These respirators contain both inhalation and exhalation valves that filter the air and ensure that it is free of mold particles. Note that half-face APRs do not provide eye protection. In addition, the HEPA filters do not remove vapors or gases. Individuals must be trained to use their respirators before they begin remediation. The use of these respirators must be in compliance with OSHA regulations



## 2) Disposable Protective Clothing

Limited: Disposable paper overalls can be used.

## 3) Skin and Eye Protection

Gloves are required to protect the skin from contact with mold allergens (and in some cases mold toxins) and from potentially irritating cleaning solutions. Long gloves that extend to the middle of the forearm are recommended. The glove material should be selected based on the type of materials being handled. If you are using a biocide (such as chlorine bleach) or a strong cleaning solution, you should select gloves made from natural rubber, neoprene, nitrile, polyurethane, or PVC. If you are using a mild detergent or plain water, ordinary household rubber gloves may be used. To protect your eyes, use properly fitted goggles or a full-face respirator with HEPA filter. Goggles must be designed to prevent the entry of dust and small particles. Safety glasses or goggles with open vent holes are not acceptable.

Contaminated PPE, except respirators, should be removed and then sealed in bags while still inside the containment's exit chamber. Workers should wear respirators until they are in the uncontaminated area where the respirators can be safely removed. Disposable respirators can be thrown away, and re-usable respirators can be put into a bag for cleaning.

## Removal

**For Challenged Locations:** V1, V6, V8, V12-14, Return Grill in Server Room, EW1A, C5, C2 as shown on Affected Areas Map

**Affected materials may include but are not limited too:** roof decking, drywall, wood, ceiling tiles and Fiberglass Insulation

### Fiberglass Insulation: Inside Containment Areas

Discard and replace all visibly affected batts at drop ceiling areas.

### Affected Ceiling Materials: Inside Containment Areas

In main event room, remove 2' past affected areas

At drop ceiling locations remove and replace all moisture affected tiles

Affected materials should be bagged, sealed and removed as part of this protocol.

2"x2" inspection ports may be needed in ceiling to confirm remediation efforts and are at the discretion of the remediator.

### HVAC Challenge Locations:

Challenged locations include: Units #2-4 including wall unit as shown on Affected Areas Map

The affected HVAC system found to be contaminated with mold should be turned off, bagged and sealed. These units should not be used until the system has been remediated/replaced by a licensed HVAC contractor,

Using a mold-contaminated HVAC system may spread mold throughout the building and increase the exposure to the building's occupants. (There may be some exceptions or instances when all or part of the HVAC systems can be run, based on professional judgment, if there is no risk of increasing occupants' or workers' exposure.) If possible, the HVAC system should be remediated during off-hours when the building is not in use.

Effective containment of the area served by the ventilation system is important to avoid the spread of mold and mold-contaminated materials. All intakes and supply vents of affected units should be sealed with plastic and tape, and negative air pressure should be maintained in work areas. (A fan can be used for this.) Contaminated, porous materials in the HVAC system should be bagged and removed. Materials that can be cleaned should be vacuumed with a HEPA vacuum or cleaned with a moist cloth and detergent solution. All items should be dried promptly.

### Disinfection of the remaining structure:

#### Coquina

1. Hot Steam Vacuum (Building is a heritage site)
2. All materials should be dried to a proper dry standard, which must be below 14% moisture content, double-checking to ensure all materials are dry.

#### Carpeted Areas:

1. Clean, Dry and Cover Carpeted areas until after post remediation inspection has passed.

2. All materials should be dried to a proper dry standard, which must be below 14% moisture content, double-checking to ensure all materials are dry.

**(framing lumber, plywood, oriented strand board, etc.)**

1. An EPA-registered biocide should be applied, following label directions, to ensure remaining microbes are destroyed. We recommend the use of a product called Shockwave for this application.
2. Remove any loose gross filth or heavy soil. For heavily soiled areas, a pre-cleaning step may be required. Apply solution with a cloth, mop, sponge, or hand pump trigger sprayer such that all surfaces remain wet for 10 minutes.
3. All materials should have been dried to a proper dry standard, which must be below 16 percent moisture content, double-checking to ensure all materials are dry.
4. Remaining ceiling should be painted with Fiberlock 2 feet past affected area and dried to standard, which must be below 16 percent moisture content, double-checking to ensure all materials are dry.
5. An inspection is performed by the remediation contractor. This inspection may include the use of a particle counter or other sampling tools or techniques and may include removal of 2"x2" viewing ports to confirm remediation efforts at the discretion of the remediator.
6. The use of an IEP (Indoor Environmental Consultant) for clearance testing.
  1. Out of an abundance of caution, clearance testing should include (6) air tests at same locations original inspection.
7. Consideration should be given to applying some form of surface protection, which will inhibit future microbial growth.
8. Final cleanup should include wipe down and HEPA Vacuum

**Reconstruction:**

Should be performed by a Licensed Contractor, when necessary, in accordance with local building codes and ordinances.

**Recommend installation of:** Humidistat

Humidistat: Turns on HVAC System at Specific Relative Humidity (RH)

A humidistat is a control device that can be connected to the HVAC system and adjusted so that, if the humidity level rises above 60%, the HVAC system will automatically come on.

Cleanup methods may include

**Wet Vacuum**

Wet vacuums ("wet-vacs") and water-extraction vacuums are designed to collect water. They can be used to remove water that has accumulated on floors, carpets and hard surfaces. Wet vacuums should be used only when materials are still wet; otherwise, they may spread mold spores. Wet vacuums alone will not dry carpets. Wet carpets must be pulled up and dried, and then reinstalled. The carpet padding must also be dried. The tanks, hoses and attachments of wet vacuums should be thoroughly cleaned and dried after use because mold and mold spores may stick to their surfaces.

**Damp Wipe**

Mold can generally be removed from hard surfaces by wiping or scrubbing with water and detergent. Always follow the cleaning instructions on product labels. Surfaces cleaned by damp wiping should be dried quickly and thoroughly to discourage further mold growth. Porous materials that are wet and have mold growing on them may have to be discarded. Because mold will infiltrate porous substances and grow on or fill in empty spaces and crevices, completely removing mold can be difficult, if not impossible. Mold can also cause staining and other cosmetic damage.

**HEPA Vacuum**

High-efficiency particulate air (HEPA) vacuums are recommended for the final clean-up of remediation areas after materials have been thoroughly dried, and contaminated materials have been removed. HEPA vacuums are also recommended for cleaning up dust that has settled outside the remediation area. When changing the vacuum filter, workers should wear PPE to prevent exposure to mold that has been captured in the vacuum. (See Section 6 of this course.) The filter and contents of the HEPA vacuum must be disposed of into well-sealed plastic bags. Care must be taken to ensure that the new filter is properly seated on the vacuum so that there are no leaks.

**Throw Away Damaged Materials**

Mold-contaminated building materials that cannot be salvaged should be double-bagged in 6-mil or thicker polyethylene bags. The bagged materials usually can be discarded as ordinary construction waste. Packaging mold-contaminated materials in sealed bags before removing them from the containment area is important to minimize the spread of mold spores throughout the building. Large items that have heavy mold growth should be covered with polyethylene sheeting and sealed with duct tape before being removed from the containment area.

## Biocides

Biocides are substances that can destroy living organisms. The use of a biocide or a chemical that kills organisms such as mold (chlorine bleach, for example) is not recommended as a routine practice during mold cleanup. There may be instances, however, when professional judgment indicates their use (for example, when immune-compromised individuals are present). In most cases, it is not possible or desirable to sterilize an area; a background level of mold spores will remain, but these spores will not grow if the moisture problem has been resolved. If disinfectants or biocides are used, always ventilate the area and exhaust the air to the outdoors. Never mix chlorine bleach with other cleaning solutions or with detergents that contain ammonia because toxic vapors could be produced.

Note that dead mold is allergenic and may cause allergic reactions and other health effects in some individuals, so it is not enough to simply kill the mold. It must also be removed.

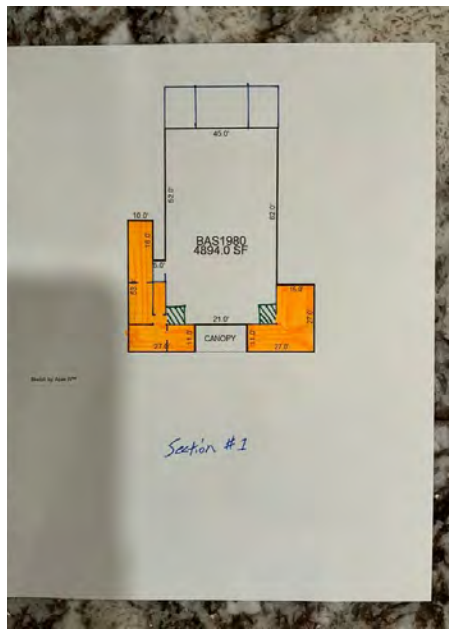
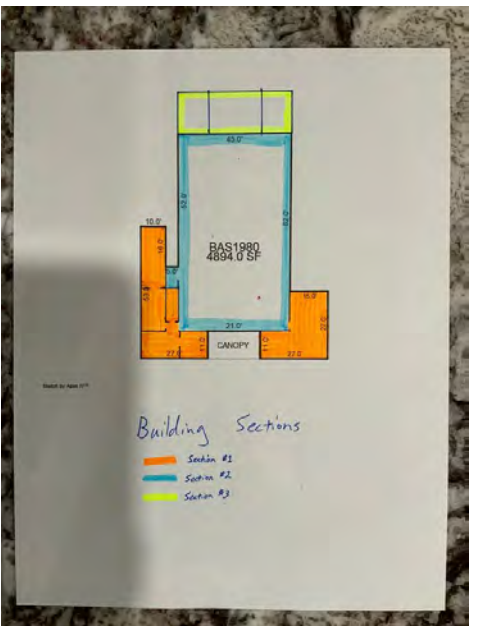
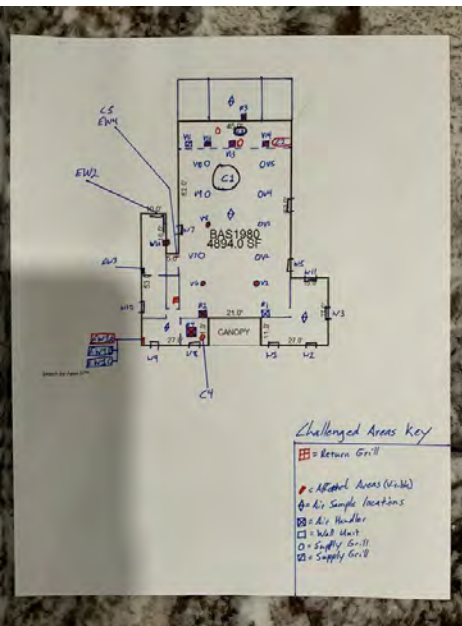
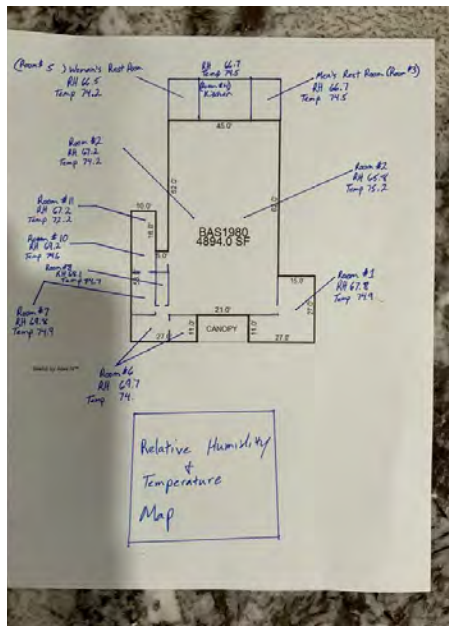
# 4: REMEDIATION WORK PLAN

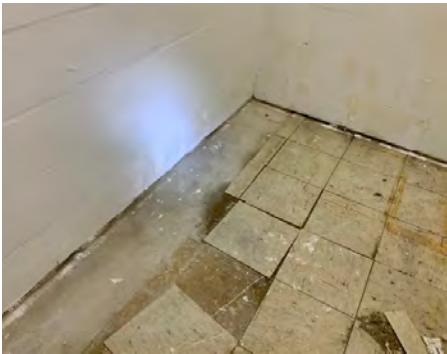
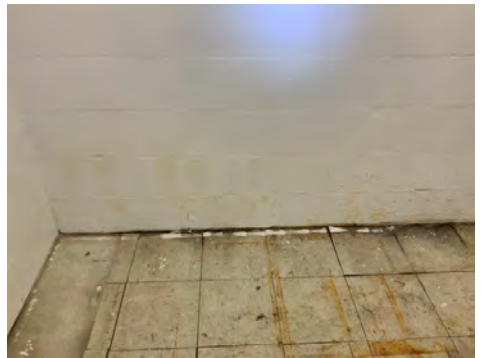
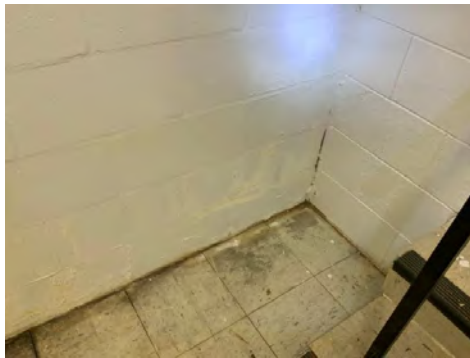
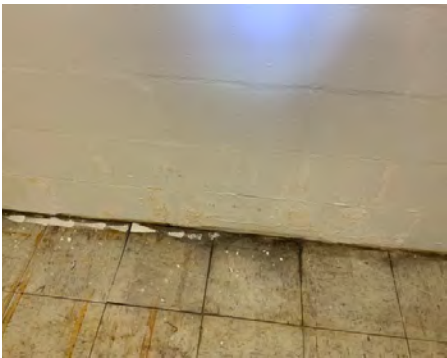
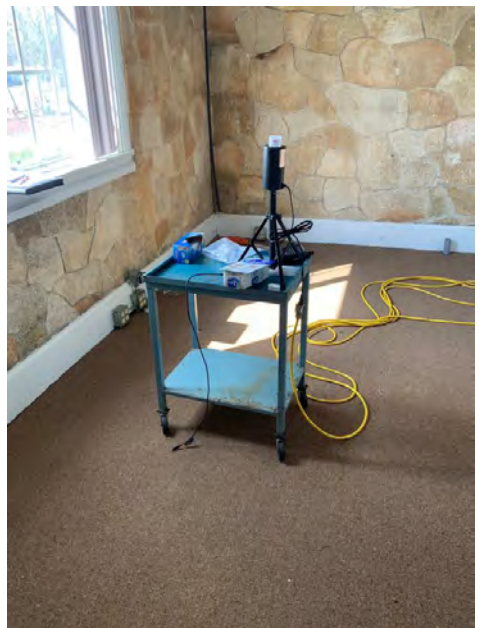
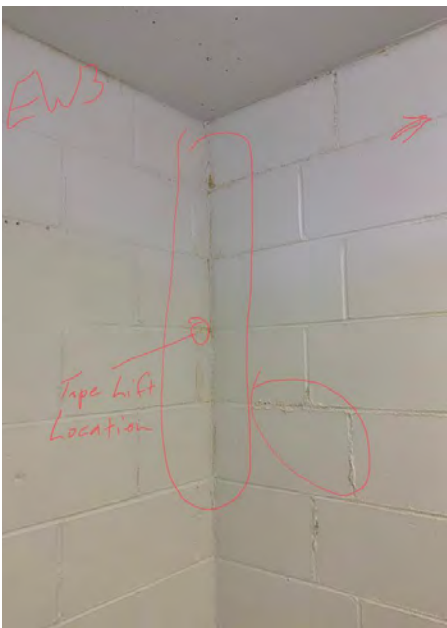
## Information

### Areas To Be Remediated

Kitchen, HVAC Component, Wall / Ceiling

Localized portions of the areas noted above shall be cleaned, repaired, or remediated by or under the umbrella of the remediation contractor. Any other areas recommended to be modified or repaired listed in the report can be performed by a qualified handyman or licensed contractor.







**Notification To Building Occupants**

Email, Signage, Notices At Entry and Exits

Recommend notifications to building occupants not allowing entry to affected area or work area during remediation.

**Quarantine Procedures**

Zipper or Triple Flap Entry, Negative Pressure, Seal Ductwork, 6 Mil Plastic Enclosure, Ventilate to Exterior Only

Recommended actions to minimize the chance of contamination from the affected area or work areas from other portions of the structure.

**Recommended PPE**

TYVEK Suit or Similar, Boot Covers, Goggles, Nitrile Gloves or Similar, N-95 Respirator Mask, Half Face Respirator

[Recommended garments and PPE for contractors during remediation in the quarantine area.](#)

**Recommended Work Practices**

Wipe Down Areas, Add Ventilation, Install Dehumidifier, Employ Air Scrubbers, HEPA Vacuum Areas, Air Polishing

[Recommended work practices prior to beginning and during the remediation process. Avoid cross contamination at all cost. Any cleaning should be performed using EPA approved anti-microbial cleaning products. Any painting or encapsulation should be performed using anti-microbial sealers.](#)

**Final Clean Up**

HEPA Vacuum, Bag and Dispose of Materials, Wipe All Surfaces, Leave Air Scrubber On For 24 Hours

[Prior to the post remediation clearance inspection or remodeling, a final cleanup shall be performed. All water damaged materials, debris, dust, stains, and signs of microbial like staining or growth patterns shall be removed.](#)

**After Clean Up**

After all remediation is completed, a post assessment by the initial mold assessor is highly recommended prior to remodeling. **A separate report and an additional fee will be charged for this process. If clearance is given,** removal of the plastic enclosure, any contaminated materials, and equipment may occur. Future remodeling can then take place.



# STANDARDS OF PRACTICE

## Inspection Details

This inspection for mold or fungi is performed for a fee to visually inspect for signs of a mold like substance, fungi or microbial like staining. Unless otherwise requested by the Client, the assessor shall inspect the entire property and note any findings related to leaks, current moisture intrusion, conditions for future moisture intrusion or old growth, and current visible microbial growth / staining. The inspection should not be technically exhaustive. Results of the assessment should not be considered a warranty or guarantee of any kind that microbial growth is not present. The Assessor shall not be held responsible or financially liable for unseen / hidden signs of mold, future mold concerns, or associated future repair costs. The inspector is only liable for the cost of the assessment minus lab fees. Normally 1-3 samples are included in the assessment, but may also include swab samples, unless there is no visual signs of mold, smell of mustiness, or complaints of health problems. Certain situations may call for more or less or no sampling. NYS mold law Article 32 and IAC2 mold inspection standards shall be the guidelines for the assessment. A 50-75 dollar fee is charged per additional sample. All fees must be paid prior to sending in any samples. Sample tests should be considered at each area that visible evidence is present. Whether this report reveals mold in the building or not, the client, building owner, or potential buyer should highly consider:

1. Whether or not to have any sample tests performed at any area that was noted in the report. We always suggest to have a Direct ID Sample for visible microbial growth. If someone is sick in your home, we always suggest to have the areas they spend most of their time in to be tested.

2. Whether or not to hire a qualified mold remediation company or industrial hygienist for further consultation, inspection or corrective procedures, either now, before the lab tests results, or afterwards.

Important: If you do have mold and it must be removed, you are strongly encouraged to obtain the services of a qualified NYS certified mold remediation contractor. If a homeowner or contractor unfamiliar with containment, removal, and safety practices performs remediation activities, building occupants can be put at elevated health risks and mold may spread to areas that previously had no contamination. Failure to eliminate source(s) of moisture or improve ventilation in the building prior to remediation that are allowing mold to flourish will likely render remediation efforts ineffective.

**After remediation is completed, it is recommended that the mold assessor be contacted for a post remediation clearance. This is a separate report and a separate fee.**

## Moisture & Mold

This inspection for mold or fungi is performed for a fee to visually inspect for signs of a mold like substance, fungi or microbial like staining. Unless otherwise requested by the Client, the assessor shall inspect the entire property and note any findings related to leaks, current moisture intrusion, conditions for future moisture intrusion or old growth, and current visible microbial growth / staining. The inspection should not be technically exhaustive.

## Remediation Work Plan

The "INFORMATION" tab shall describe the remediation work plan.

A mold remediation work plan explains to the licensed mold remediation contractor recommendations for proper practices related to the:

1. Notification of work to be done in what area
2. Proper quarantine procedures during work
3. PPE recommended for workers
4. Brief explanation of work practices
5. Final clean up

After the remediation it is recommended the assessor be contacted to perform a post clearance assessment. The post clearance assessment is a separate report and a separate fee.



### **ADDENDUM NO. 01**

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL  
REMEDIAION SERVICES FOR THE HISTORIC COQUINA CITY HALL  
CITY RFP NO: 2022-01**

**Date Issued:** March 30, 2022

#### **A. QUESTIONS & ANSWERS**

Question 1: Fee/Cost proposal form is not included in the proposal package. Are we creating our own? Please clarify.

***Answer 1: Vendors will create their own fee/cost proposal document***

Question 2: Can we have a copy of the building plans?

***Answer 2: The City does not have any building plans on this structure. Bunnell City Hall was constructed in 1937 as a (WPA) Federal Public Works project with minor additions in later years. A detailed permit history for this building is not in City records.***

Question 3: Is the Historic Coquina City Hall building having the original insulation?

***Answer 3: It is not known if the insulation is original from 1937; however it is suspected it has been updated since initial construction. A detailed permit history is not in the City records.***

Question 4: Did the City of Bunnell perform a Lead-Based Paint inspection and an Asbestos Inspection of the Coquina City Hall building?

***Answer 4: All inspections completed on the structure were published with the RFP.***

Question 5: Is it possible to have an extension of the bid opening and another site tour to perform another inspection of the roof, masonry, etc.?

***Answer 5: The City is not extending the bid opening or scheduling another site visit.***

Question 6: The specifications on page 6 are not detailed/explained of what needs to be remediated in the building interior and exterior. Please explain in detail.

- a) Gutters
- b) Roof
- c) Missing Fasteners

- d) Negative grading -land slopes toward building
- e) Moss/Algae
- f) HVAC (HVAC units (how many?), Duct cleaning, Filters (what kind & size?), Fixing ducts, how many of each?
- g) Masonry-cracking
- h) Rotted components-wood around roof and windows. And Trusses?
- i) Insulation
- j) Lead or Asbestos-Have they had it removed prior? Can you provide copy of the report?

**Answer 6: This RFP is focusing on remediation of the facility only- the removal or treatment of mold, mildew, moss, algae, plant matter growing on or between bricks and flooring or other substances that are causing damage to the structure. This RFP is not requesting full reconstruction of the facility or replacement to elements of the building that will be done through a separate full reconstruction project. However, if for example, a portion of drywall needs to be removed due to contamination and to leave the wall without being repaired would increase the likelihood of mold, mildew, moss, algae or other contamination to reoccur, then minor repairs should be included in the proposal. Minor reconstructive costs needed to prevent further environmental issues from developing pending the reconstruction project should be included in the proposal.**

- a) **Gutters- Remediate any mold, mildew, moss, algae, any plant matter, etc. that may be causing environmental issues to the structure. Replacement of gutters will occur in a separate project.**
- b) **Roof- Remediate any mold, mildew, moss, algae, any plant matter, etc. that may be causing environmental issues to the structure. Patch any holes found in the roof to prevent further damage, but replacement of roof will occur in a separate project.**
- c) **Missing Fasteners- Unless missing fasteners are causing active leaks to occur this will be addressed in a separate reconstruction project.**
- d) **Negative grading -land slopes toward building- This will be addressed in a separate reconstruction project.**
- e) **Moss/Algae- Any and all mold, mildew, moss, algae, any plant matter, etc should be removed/remediated from the facility. This would include interior and exterior facility surfaces.**
- f) **HVAC (HVAC units (how many?), Duct cleaning, Filters (what kind & size?), Fixing ducts, how many of each?- There are 3 HVAC units. The units should be remediated for any mold, mildew, moss, algae, plant matter, etc. This could include the replacement of filters and cleaning of any duct work if these conditions are found to exist in the ducts. The units have been getting regular maintenance through a certified HVAC contractor.**
- g) **Masonry-cracking- This will be addressed in a separate reconstruction project.**
- h) **Rotted components-wood around roof and windows. And Trusses?- Any and all mold, mildew, moss, algae should be removed/remediated from the facility. Unless structurally needed or to prevent further environmental issues from developing pending the reconstruction project, only the remediation or any and all mold, mildew, moss, algae, any plant matter, etc should be completed.**
- i) **Insulation- Removal of contaminated insulation may be needed. The majority of the structure is coquina brick. If replacement of any removed insulation is needed to prevent further environmental issues from developing pending the reconstruction project, then insulation would be replaced.**
- j) **Lead or Asbestos-Have they had it removed prior? Can you provide copy of the report- The City has no information on either of these issues.**

Question 7: Is the City of Bunnell accepting change orders? Please add the City of Bunnell change order policy.

***Answer 7: Per the Bunnell Code of Ordinance Section 2-115 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.***

***The Bunnell City Commission meets twice a month on the second and fourth Monday of each month. Change order requests needing Commission approval will be prepared by staff and placed on the next possible agenda for review by the City Commission.***

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name

**PLEASE ACKNOWLEDGE AND INCLUDE ALL ADDENDA IN YOUR BID SUBMISSION PACKET**

**END ADDENDUM NO. 01**



**ADDENDUM NO. 02**

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL  
REMEDIAION SERVICES FOR THE HISTORIC COQUINA CITY HALL  
CITY RFP NO: 2022-01**

**Date Issued:** April 1, 2022

**A. QUESTIONS & ANSWERS**

Question 1: Roofing Company Recommendations: Which option would the city like to proceed with? 1 being least expensive. 3 being most expensive. Roof Wrapping may give adequate time until replacement is fulfilled? Please let us know which option you would like us to proceed with for estimating purposes. \* Note - Unwarranted services

Flat gravel roof

- Roof repair (No warranty) 1
- Roof Wrap (Shrink wrap, limited warranty) 2
- Full replacement 3

Metal Roof

- Temporary sealing (No Warranty) 1
- Roof Wrap (Shrink wrap, limited warranty) 3
- Full Repair and or replacement 3

***Answer 1: This RFP is focusing on remediation of the facility only- the removal or treatment of mold, mildew, moss, algae, plant matter growing on or between bricks and flooring or other substances that are causing damage to the structure. This RFP is not requesting full reconstruction of the facility or replacement to elements of the building as this will be done through a separate full reconstruction project this calendar year. If adding this or similar reconstruction costs that have available options, it is recommended you include all available options clearly identified as an option. The method would then be decided on during the execution of any awarded contract.***

Question 2: We will be estimating to clean all HVAC units and clean and apply antimicrobial treatment to all surfaces in entire building. Due to shared air space and door openings.

***Answer 2: There was no question to be answered.***

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Signature and Date

---

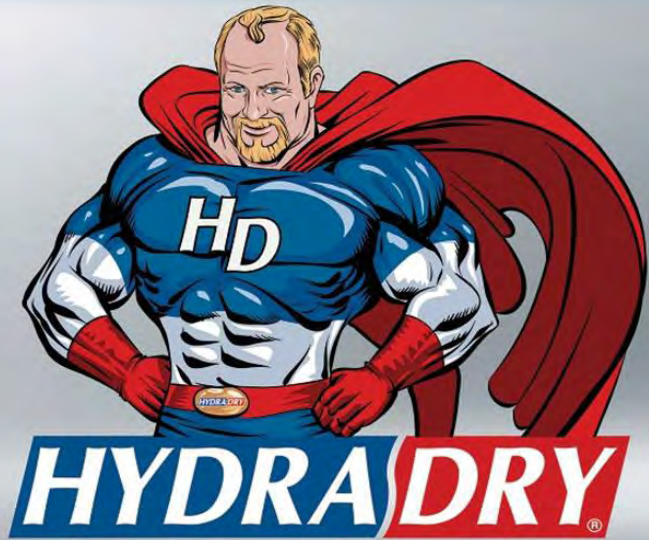
Printed Name and Title

---

Company Name

**PLEASE ACKNOWLEDGE AND INCLUDE ALL ADDENDA IN YOUR BID SUBMISSION PACKET**

**END ADDENDUM NO. 02**



**RFP 2022-01**

**REMEDIATION SERVICES**

**CITY OF BUNNELL  
FLORIDA**



**Submitted by:**

**Hydradry Inc.**

**3611 N. Apopka Vineland Road**

**Orlando, Florida 32818**

**[www.Hydradry.com](http://www.Hydradry.com)**

**ORIGINAL**

**CALL 24/7 – (877) DRY DOWN/  
(877) 379-3696**

**State of Florida License # CGC1525607, # MRSR406 & # MRSA1374  
Florida Department of Health License # 48-64-1833923 & # 48-64-1829781**

## Table of Contents

- A. INTRODUCTORY LETTER
- B. FORMS
- C. INSURANCE CERTIFICATES
- D. LICENSES AND CERTIFICATES
- E. W-9 FORM
- F. FEE/COST PROPOSAL
- G. TIMELINE
- H. PROJECT SUMMARY AND EXPERIENCE
- I. RECOMMENDATION LETTERS
- J. REMEDIATION PROCESS BY HYDRADRY INC.  
(POWER POINT PRESENTATION-ADDITIONAL INFORMATION)





**A. INTRODUCTORY LETTER**

April 7, 2022

City of Bunnell  
City Clerk  
604 East Moody Blvd. Unit 6  
Bunnell, FL 32110

**RE: REQUEST FOR PROPOSAL FOR REMEDIATION SERVICES FOR THE  
HISTORIC COQUINA CITY HALL, RFP 2022-01**

Dear Ms. Kristen Bates and Selection Committee Members:

Hydradry, Inc. sincerely appreciates the opportunity to provide you with our credentials and capabilities to provide remediation services. Hydradry is the leader in damage restoration and recovery services serving the community since 1974. Hydradry provides Florida 24/7 emergency services statewide. Some of our valued clients today are City of Orlando, Orange County Public Schools, Seminole County School Board, Bay District Schools of Panama City, Osceola, Pasco, Hillsborough, Levy, Brevard, Polk, Pinellas and Flagler counties.

At Hydradry the team members are our greatest assets; Our team is certified in the following:

- **Mold Assessment Inspector**
- **Indoor Air Quality Testing**
- **Hazardous Waste/Mold Remediator**
- **Contents Cleaning & Climate Controlled Storage Facility**
- **Licensed General Contractor**
- **Rebuild Services**
- **And More!**

Hydradry's project approach is to upon inspection follow the IICRC Guidelines as well as the S500 & S520 Standards throughout the duration of every project. In order to take on large losses and project opportunities we are equipped with 22 Trucks, and our qualified IICRC Certified Technicians and inspectors to provide these services. Hydradry is a State Licensed Mold Remediator and Assessor as well as a Licensed General Contractor certified to make any loss look as if it never happened.

Hydradry can provide an array of services in our field with over a 1000+ pieces of equipment including, but not limited to:

- **Air movers**
- **Dehumidifiers**
- **Air filtration Devices**
- **Moisture and Thermal Imaging Inspection Tools, etc.**



City of Bunnell  
City Clerk  
April 7, 2022

We are also a **Licensed Generator and Transporter of Bio-Hazardous & Bio-Medical waste for the state of Florida** Biomedical waste/hospital waste is any kind of waste containing infectious (or potentially infectious) materials such as (**COVID-19**). Our disinfectant solution of choice to fight against microbial growth and the novel coronavirus is Sporidicin Brand Disinfectant Solution which is EPA registered intermediate level disinfectant with a broad spectrum kill which cleans, disinfects, deodorizes. This chemical provides a 99.99% kill rate of pathogenic vegetative organisms, including MRSA, VRE and Avian Influenza A Virus (H9N2 and H1N1). Continuous residual activity up to 6 months. It is biodegradable and is safe for humans and pets.

Hydradry's scope of work depends on the damages done to the property through inspection, and/or air quality testing; we would place the proper equipment following the standard/protocol, we then, remove affected building material, treat, and microbial wash all building material salvageable and encapsulate completely preparing the property for final clearance testing.

Hydradry is committed to providing excellence in emergency response requests. We have proven in the past our ability to be flexible with scheduling conflicts and interruptions from events like natural disasters. In the proposal that follows, we expand on the above points. We are committed to delivering the remediation services that you are looking for – wherever and whenever you need them.

We look forward to the opportunity to deliver consistent quality services for City of Bunnell, ensuring the highest quality services and providing a healthy and safe environment for our community. Please feel free to call us for any questions during the review of our proposal.

Thank you for your consideration.

Sincerely,



Mark Davideit  
President/C.E.O.



## **B. FORMS**



**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT  
(Form A)**

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.

**Hydradry Inc.**

COMPANY NAME

**Elizabeth Rodriguez**

SIGNER'S NAME (PRINT OR TYPE)

*Elizabeth Rodriguez*

AUTHORIZED SIGNATURE

CITY OF BUNNELL

**DRUG-FREE WORKPLACE CERTIFICATION**  
**(Form B)**

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.

**Elizabeth Rodriguez** \_\_\_\_\_

NAME

*Elizabeth Rodriguez* \_\_\_\_\_

SIGNATURE

**Bid Analyst** \_\_\_\_\_

TITLE

**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.

**Hydradry Inc.**

\_\_\_\_\_  
Responder

  
\_\_\_\_\_  
Authorized Signature

**Bid Analyst**

\_\_\_\_\_  
Officer Title

**4/4/2022**

\_\_\_\_\_  
Date



### **ADDENDUM NO. 01**

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL  
REMEDIAION SERVICES FOR THE HISTORIC COQUINA CITY HALL  
CITY RFP NO: 2022-01**

**Date Issued:** March 30, 2022

#### **A. QUESTIONS & ANSWERS**

Question 1: Fee/Cost proposal form is not included in the proposal package. Are we creating our own? Please clarify.

***Answer 1: Vendors will create their own fee/cost proposal document***

Question 2: Can we have a copy of the building plans?

***Answer 2: The City does not have any building plans on this structure. Bunnell City Hall was constructed in 1937 as a (WPA) Federal Public Works project with minor additions in later years. A detailed permit history for this building is not in City records.***

Question 3: Is the Historic Coquina City Hall building having the original insulation?

***Answer 3: It is not known if the insulation is original from 1937; however it is suspected it has been updated since initial construction. A detailed permit history is not in the City records.***

Question 4: Did the City of Bunnell perform a Led-Based Paint inspection and an Asbestos Inspection of the Coquina City Hall building?

***Answer 4: All inspections completed on the structure were published with the RFP.***

Question 5: Is it possible to have an extension of the bid opening and another site tour to perform another inspection of the roof, masonry, etc.?

***Answer 5: The City is not extending the bid opening or scheduling another site visit.***

Question 6: The specifications on page 6 are not detailed/explained of what needs to be remediated in the building interior and exterior. Please explain in detail.

- a) Gutters
- b) Roof
- c) Missing Fasteners

- d) Negative grading -land slopes toward building
- e) Moss/Algae
- f) HVAC (HVAC units (how many?), Duct cleaning, Filters (what kind & size?), Fixing ducts, how many of each?
- g) Masonry-cracking
- h) Rotted components-wood around roof and windows. And Trusses?
- i) Insulation
- j) Lead or Asbestos-Have they had it removed prior? Can you provide copy of the report?

**Answer 6: This RFP is focusing on remediation of the facility only- the removal or treatment of mold, mildew, moss, algae, plant matter growing on or between bricks and flooring or other substances that are causing damage to the structure. This RFP is not requesting full reconstruction of the facility or replacement to elements of the building that will be done through a separate full reconstruction project. However, if for example, a portion of drywall needs to be removed due to contamination and to leave the wall without being repaired would increase the likelihood of mold, mildew, moss, algae or other contamination to reoccur, then minor repairs should be included in the proposal. Minor reconstructive costs needed to prevent further environmental issues from developing pending the reconstruction project should be included in the proposal.**

- a) **Gutters- Remediate any mold, mildew, moss, algae, any plant matter, etc. that may be causing environmental issues to the structure. Replacement of gutters will occur in a separate project.**
- b) **Roof- Remediate any mold, mildew, moss, algae, any plant matter, etc. that may be causing environmental issues to the structure. Patch any holes found in the roof to prevent further damage, but replacement of roof will occur in a separate project.**
- c) **Missing Fasteners- Unless missing fasteners are causing active leaks to occur this will be addressed in a separate reconstruction project.**
- d) **Negative grading -land slopes toward building- This will be addressed in a separate reconstruction project.**
- e) **Moss/Algae- Any and all mold, mildew, moss, algae, any plant matter, etc should be removed/remediated from the facility. This would include interior and exterior facility surfaces.**
- f) **HVAC (HVAC units (how many?), Duct cleaning, Filters (what kind & size?), Fixing ducts, how many of each?- There are 3 HVAC units. The units should be remediated for any mold, mildew, moss, algae, plant matter, etc. This could include the replacement of filters and cleaning of any duct work if these conditions are found to exist in the ducts. The units have been getting regular maintenance through a certified HVAC contractor.**
- g) **Masonry-cracking- This will be addressed in a separate reconstruction project.**
- h) **Rotted components-wood around roof and windows. And Trusses?- Any and all mold, mildew, moss, algae should be removed/remediated from the facility. Unless structurally needed or to prevent further environmental issues from developing pending the reconstruction project, only the remediation or any and all mold, mildew, moss, algae, any plant matter, etc should be completed.**
- i) **Insulation- Removal of contaminated insulation may be needed. The majority of the structure is coquina brick. If replacement of any removed insulation is needed to prevent further environmental issues from developing pending the reconstruction project, then insulation would be replaced.**
- j) **Lead or Asbestos-Have they had it removed prior? Can you provide copy of the report- The City has no information on either of these issues.**




Question 7: Is the City of Bunnell accepting change orders? Please add the City of Bunnell change order policy.

**Answer 7: Per the Bunnell Code of Ordinance Section 2-115 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.**

**The Bunnell City Commission meets twice a month on the second and fourth Monday of each month. Change order requests needing Commission approval will be prepared by staff and placed on the next possible agenda for review by the City Commission.**

**ACKNOWLEDGEMENT:**

 4/4/22  
Signature and Date

Elizabeth Rodriguez, Bid Analyst  
Printed Name and Title

Hydradry Inc.  
Company Name

**PLEASE ACKNOWLEDGE AND INCLUDE ALL ADDENDA IN YOUR BID SUBMISSION PACKET**

**END ADDENDUM NO. 01**



**ADDENDUM NO. 02**

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL  
REMEDATION SERVICES FOR THE HISTORIC COQUINA CITY HALL  
CITY RFP NO: 2022-01**

**Date Issued: April 1, 2022**

**A. QUESTIONS & ANSWERS**

Question 1: Roofing Company Recommendations: Which option would the city like to proceed with? 1 being least expensive. 3 being most expensive. Roof Wrapping may give adequate time until replacement is fulfilled? Please let us know which option you would like us to proceed with for estimating purposes. \* Note - Unwarranted services

Flat gravel roof

- Roof repair (No warranty) 1
- Roof Wrap (Shrink wrap, limited warranty) 2
- Full replacement 3

Metal Roof

- Temporary sealing (No Warranty) 1
- Roof Wrap (Shrink wrap, limited warranty) 3
- Full Repair and or replacement 3

***Answer 1: This RFP is focusing on remediation of the facility only- the removal or treatment of mold, mildew, moss, algae, plant matter growing on or between bricks and flooring or other substances that are causing damage to the structure. This RFP is not requesting full reconstruction of the facility or replacement to elements of the building as this will be done through a separate full reconstruction project this calendar year. If adding this or similar reconstruction costs that have available options, it is recommended you include all available options clearly identified as an option. The method would then be decided on during the execution of any awarded contract.***

Question 2: We will be estimating to clean all HVAC units and clean and apply antimicrobial treatment to all surfaces in entire building. Due to shared air space and door openings.

***Answer 2: There was no question to be answered.***

**ACKNOWLEDGEMENT:**

 4/4/22  
Signature and Date

Elizabeth Rodriguez, Bid Analyst

Printed Name and Title

Hydrady Inc.

Company Name

**PLEASE ACKNOWLEDGE AND INCLUDE ALL ADDENDA IN YOUR BID SUBMISSION PACKET**

**END ADDENDUM NO. 02**

## C. INSURANCE CERTIFICATES





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2022

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).

<b>PRODUCER</b> Lassiter-Ware Insurance 2701 Maitland Center Parkway Suite 125 Maitland FL 32751	<b>CONTACT NAME:</b> Sara Douglas <b>PHONE (A/C, No, Ext):</b> (800) 845-8437 <b>E-MAIL ADDRESS:</b> SaraD@lassiterware.com	<b>FAX (A/C, No):</b> (888) 883-8680
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Hydra Dry Inc P.O. Box 681368 Orlando FL 32868	<b>INSURER A:</b> GuideOne National Insurance Co	<b>NAIC #</b> 14167
	<b>INSURER B:</b> Bridgefield Casualty	10335
	<b>INSURER C:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 22-23 Master Rnwl with**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.

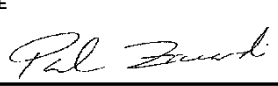
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		ENV56200878400	02/25/2022	02/25/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input checked="" type="checkbox"/> Contractors Pollution						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Professional Liab - E&O						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Employee Benefit \$ 1,000,000	
<b>AUTOMOBILE LIABILITY</b>							<del>COMBINED SINGLE LIMIT</del> (Ea accident) \$	
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b>			ENV562008787-00	02/25/2022	02/25/2023	EACH OCCURRENCE \$ 4,000,000	
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		196-45481	02/25/2022	02/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A/C	Contractors Pollution/Profess Liability Pers Prop of Others/L&R Equip			ENV56200878400/QT6605N316	02/25/2022	02/25/2023	Per Incident/Aggregate \$ 1MM/\$2MM	
							Pers Prop of Others \$ 250,000	
							Leased/Rented Eqmnt \$ 25,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

This document together with corresponding policy forms comprise the Certificate of Liability Insurance in its entirety.

City of Bunnell is included as additional insured(s) under the terms and conditions of the attached forms and General Liability Policy, when additional insured status is required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bunnell 604 East Moody Blvd Unit 6 Bunnell FL 32110	<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.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> 

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.	In respect to any location where the named insured is performing "your work".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2826690

DATE (MM/DD/YYYY)  
03/29/2022

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).

<b>PRODUCER</b> <b>LOCKTON AFFINITY, LLC</b> <b>P.O. BOX 879610</b> <b>KANSAS CITY, MO 64187-9610</b>	<b>CONTACT NAME:</b> LOCKTON AFFINITY, LLC		
	<b>PHONE</b> (A/C, No, Ext): 888-828-8365	<b>FAX</b> (A/C, No): 913-652-7599	
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Old Republic Insurance Company		<b>24147</b>
	<b>INSURER B :</b>		
<b>INSURER C :</b>			
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**INSURED**  
 Hydra Dry, Inc.  
 3611 N Apopka Vineland Rd  
 Orlando, FL 32868


**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS- <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	L212765-21	10/12/2021	10/12/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1GL1  
 POLICY PROVIDES PROTECTION FOR ANY AND ALL OPERATIONS/JOB PERFORMED BY THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION INCLUDED BY WRITTEN CONTRACT. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY.  
 30 day Notice of Cancellation  
 Additional Insureds: City of Bunnell

**CERTIFICATE HOLDER****CANCELLATION**

City of Bunnell 604 East Moody Blvd. Unit 6 Bunnell, FL 32110	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 

© 1988-2016 ACORD CORPORATION. All rights reserved.



**D. LICENSES AND CERTIFICATES**



# *State of Florida*

## *Department of State*

I certify from the records of this office that HYDRADRY, INC. is a corporation organized under the laws of the State of Florida, filed on March 31, 1997, effective March 27, 1997.

The document number of this corporation is P97000029347.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 26, 2022, 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 Twenty-third day of February,  
2022*



*Randy Be*  

---

*Secretary of State*

Tracking Number: 5297410631CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**MOLD-RELATED SERVICES LICENSING PROGRAM**

**LICENSE NUMBER: MRSR406**

**EXPIRATION DATE: JULY 31, 2022**

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

DAVIDEIT, MARK R  
3615 N APOPKA VINELAND RD  
ORLANDO FL 32818



ISSUED: 06/10/2020

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.



Ron DeSantis, Governor

Halsey Beshears, 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

**DUYSENOV, DANİYAR**

HYDRADRY, INC.  
3611 N. APOPKA VINELAND RD.  
ORLANDO FL 32818

**LICENSE NUMBER: CGC1525607**

**EXPIRATION DATE: AUGUST 31, 2022**

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.



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

48-64-1833923

48-BID-5374050

**Biomedical Waste - Other (Generator)**

Issued To: Hydra Dry LLC  
3611 N Apopka Vineland Road  
Orlando, FL 32818

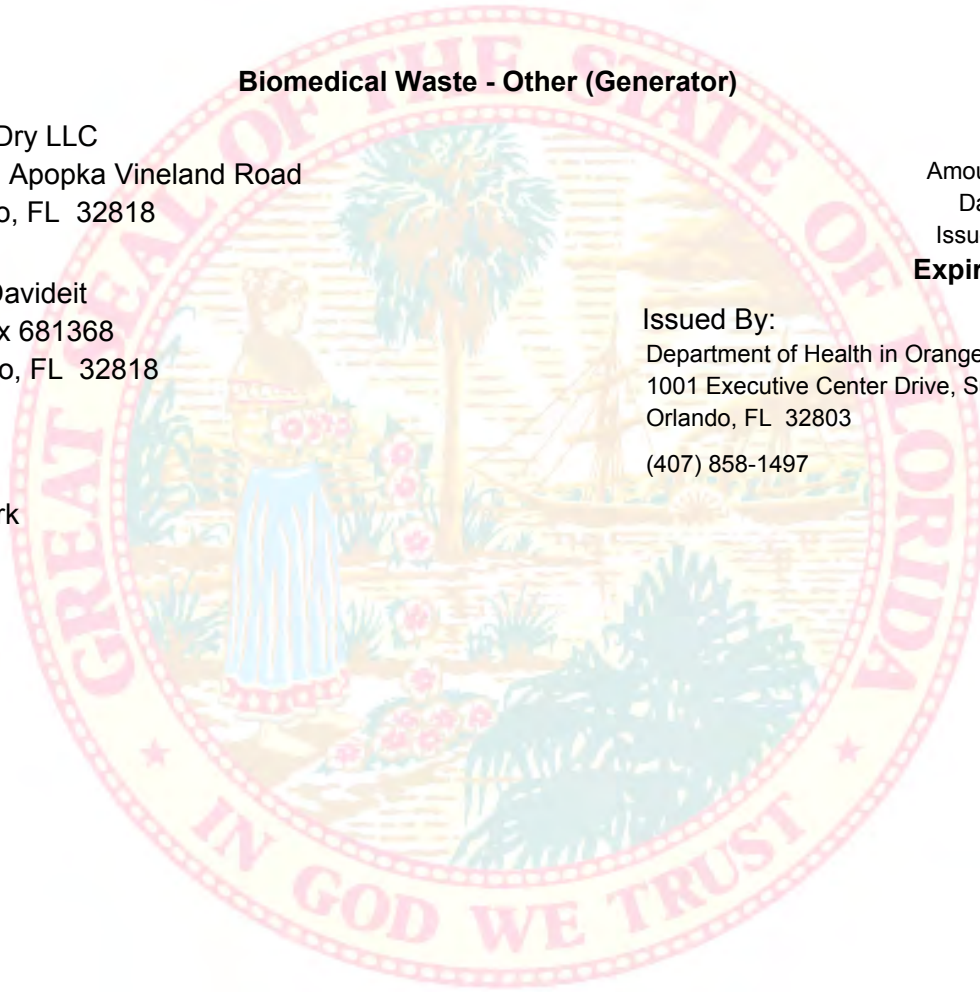
County: **Orange**  
Amount Paid: \$150.00  
Date Paid: 07/26/2021  
Issued Date: 10/01/2021

**Expires On: 09/30/2022**

Mail To: Mark Davideit  
PO Box 681368  
Orlando, FL 32818

Issued By:  
Department of Health in Orange County  
1001 Executive Center Drive, Suite 200  
Orlando, FL 32803  
(407) 858-1497

Owner: Davideit, Mark



Original Customer: Hydra Dry LLC (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

48-64-1833923

48-BID-5374050

**Biomedical Waste - Other (Generator)**

Issued To: Hydra Dry LLC  
3611 N Apopka Vineland Road  
Orlando, FL 32818

County: **Orange**  
Amount Paid: \$150.00  
Date Paid: 07/26/2021  
Issued Date: 10/01/2021

**Expires On: 09/30/2022**

Mail To: Mark Davideit  
PO Box 681368  
Orlando, FL 32818

Issued By:  
Department of Health in Orange County  
1001 Executive Center Drive, Suite 200  
Orlando, FL 32803  
(407) 858-1497

Owner: Davideit, Mark





STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Registration

**48-64-1829781**  
**Reg No: 7813**

48-BID-5372108

Transporter Number of Trucks: 1

**Biomedical Waste - Transporter**

Issued To: Hydra Dry, Inc  
3611 N Apopka Vineland Road  
Orlando, FL 32818

County: **Orange**  
Amount Paid: \$150.00  
Date Paid: 09/13/2021  
Issued Date: 10/01/2021

**Expires On: 09/30/2022**

Mail To: Mark Davideit  
3615 N Apopka Vineland Road  
Orlando, FL 32818

Issued By:  
Department of Health in Orange County  
1001 Executive Center Drive, Suite 200  
Orlando, FL 32803  
(407) 858-1497

Owner: Davideit, Mark



Original Customer: Hydra Dry, Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Registration

**48-64-1829781**  
**Reg No: 7813**

48-BID-5372108

Issued To: Hydra Dry, Inc  
3611 N Apopka Vineland Road  
Orlando, FL 32818

County: **Orange**  
Amount Paid: \$150.00  
Date Paid: 09/13/2021  
Issued Date: 10/01/2021

**Expires On: 09/30/2022**

Mail To: Mark Davideit  
3615 N Apopka Vineland Road  
Orlando, FL 32818

Issued By:  
Department of Health in Orange County  
1001 Executive Center Drive, Suite 200  
Orlando, FL 32803  
(407) 858-1497

Owner: Davideit, Mark



## Licensee Details

### Licensee Information

Name: **DAVIDEIT, GREGORY MARK (Primary Name)**  
Main Address: **3615 N APOPKA VINELAND RD  
ORLANDO Florida 32818**  
County: **ORANGE**

License Mailing:

LicenseLocation:

### License Information

License Type: **Mold Remediator**  
Rank: **Mold Rem**  
License Number: **MRSR1555**  
Status: **Current,Active**  
Licensure Date: **03/18/2011**  
Expires: **07/31/2022**

**Special Qualifications**      **Qualification Effective**

### Alternate Names

[View Related License Information](#)

[View License Complaint](#)

---

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

## Licensee Details

### Licensee Information

Name: **DAVIDEIT, MARK R (Primary Name)**  
Main Address: **3615 N APOPKA VINELAND RD  
ORLANDO Florida 32818**  
County: **ORANGE**

License Mailing:

LicenseLocation:

### License Information

License Type: **Mold Assessor**  
Rank: **Mold Assr**  
License Number: **MRSA1374**  
Status: **Current,Active**  
Licensure Date: **03/15/2011**  
Expires: **07/31/2022**

**Special Qualifications**      **Qualification Effective**

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

---

**[2601 Blair Stone Road, Tallahassee FL 32399](#)** :: Email: **[Customer Contact Center](#)** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **[Copyright 2007-2010 State of Florida. Privacy Statement](#)**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



## Licensee Details

### Licensee Information

Name: **DAVIDEIT, MARK R (Primary Name)**  
Main Address: **3615 N APOPKA VINELAND RD  
ORLANDO Florida 32818**  
County: **ORANGE**  
  
License Mailing:  
  
LicenseLocation:

### License Information

License Type: **Mold Remediator**  
Rank: **Mold Rem**  
License Number: **MRSR406**  
Status: **Current,Active**  
Licensure Date: **02/07/2011**  
Expires: **07/31/2022**

**Special Qualifications**      **Qualification Effective**

### Alternate Names

[View Related License Information](#)

[View License Complaint](#)

---

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

## Licensee Details

### Licensee Information

Name: **DAVIDEIT, MARK R (Primary Name)**  
**HYDRADRY, INC. (DBA Name)**

Main Address: **3611 N APOPKA VINELAND RD**  
**ORLANDO Florida 32818**

County: **ORANGE**

License Mailing:

LicenseLocation:

### License Information

License Type: **Construction Financial Officer**

Rank: **Fin Officer**

License Number: **FRO8219**

Status: **Current**

Licensure Date: **08/14/2017**

Expires:

**Special Qualifications**                      **Qualification Effective**

### Alternate Names

[View Related License Information](#)

[View License Complaint](#)

---

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida. Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

## Licensee Details

### Licensee Information

Name: **NETHERCUTT, CHRIS R (Primary Name)**  
Main Address: **12263 OLIVE JONES RD  
TAMPA Florida 33625**  
County: **HILLSBOROUGH**  
  
License Mailing: **12263 OLIVE JONES RD  
TAMPA FL 33625**  
County: **HILLSBOROUGH**  
  
LicenseLocation:

### License Information

License Type: **Mold Remediator**  
Rank: **Mold Rem**  
License Number: **MRSR2664**  
Status: **Current,Active**  
Licensure Date: **10/17/2016**  
Expires: **07/31/2022**

**Special Qualifications**                      **Qualification Effective**

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

---

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee.

However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

# United States Environmental Protection Agency

This is to certify that



Hydra Dry, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires April 27, 2026

NAT-105653-3

Certification #

January 12, 2021

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

*Seal of Approval—Service Provider*

**The Carpet and Rug  
Institute**

*This certificate is presented to*

**HydraDry, Inc  
Orlando, Florida 32818**

*As a Certified Service Provider under  
**The Carpet and Rug Institute**  
*Seal of Approval Program**

Coordinator—Seal of  
Approval program

May 23, 2017  
Date





# IICRC DIGITAL BADGE CERTIFICATE

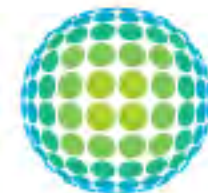
We hereby confirm that

**HYDRA DRY INC**

is certified as an IICRC Certified Firm

Expires on: 31 DEC 2022

Verify: <https://www.credly.com/go/nBYhjmlK>



**IICRC®**  
Institute of Inspection, Cleaning  
and Restoration Certification



**IICRC<sup>®</sup>**

Institute of Inspection Cleaning  
and Restoration Certification

**MARK R. DAVIDEIT**

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**WATER DAMAGE RESTORATION**

This registrant has pledged to perform services in these areas with skill, honesty, and integrity to provide the consumer with the highest standard of care and expertise.

**116344**

**REGISTER NUMBER**

**07/31/2022**

**EXPIRATION DATE**



**IICRC<sup>®</sup>**

Institute of Inspection Cleaning  
and Restoration Certification

**WILLIAM A. FREELAND**

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

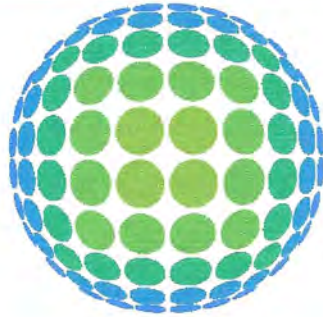
**APPLIED MICROBIAL REMEDIATION  
APPLIED STRUCTURAL DRYING  
CARPET CLEANING  
WATER DAMAGE RESTORATION**

This registrant has pledged to perform services in these areas with skill, honesty, and integrity to provide the consumer with the highest standard of care and expertise.

**8411962**  
**REGISTER NUMBER**

**04/30/2022**  
**EXPIRATION DATE**





**IICRC®**

Institute of Inspection Cleaning  
and Restoration Certification

**CHRIS R NETHERCUTT**

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**CARPET REPAIR & REINSTALLATION  
UPHOLSTERY & FABRIC CLEANING  
WATER DAMAGE RESTORATION  
FIRE & SMOKE DAMAGE RESTORATION  
COMMERCIAL DRYING**

This registrant has pledged to perform services in these areas with skill, honesty, and integrity to provide the consumer with the highest standard of care and expertise.

**89235**

**REGISTER NUMBER**

**03/31/2022**

**EXPIRATION DATE**



**IICRC®**

Institute of Inspection Cleaning  
and Restoration Certification

**MATTHEW T. MAXSON**

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**APPLIED STRUCTURAL DRYING  
FIRE & SMOKE DAMAGE RESTORATION  
WATER DAMAGE RESTORATION  
ODOR CONTROL**

This registrant has pledged to perform services in these areas with skill, honesty, and integrity to provide the consumer with the highest standard of care and expertise.

**672443**  
REGISTER NUMBER

**09/30/2022**  
EXPIRATION DATE



**IICRC<sup>®</sup>**

Institute of Inspection Cleaning  
and Restoration Certification

**GREGORY M DAVIDEIT**

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**WATER DAMAGE RESTORATION  
APPLIED MICROBIAL REMEDIATION  
FIRE & SMOKE DAMAGE RESTORATION**

This registrant has pledged to perform services in these areas with skill, honesty, and integrity to provide the consumer with the highest standard of care and expertise.

**116348**

**REGISTER NUMBER**

**07/31/2022**

**EXPIRATION DATE**

## **E. W-9 FORM**



## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Hydradry Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>3611 N. Apopka Vineland Rd</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Orlando, FL 32818</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**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>									
5	9	-	3	4	3	5	5	9	1

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ 1/3/2022
------------------	----------------------------	-----------------

## 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.*

**F. FEE/COST PROPOSAL**



CITY OF BUNNELL, FLORIDA



REQUEST FOR PROPOSAL FOR  
REMEDIAION SERVICES FOR THE HISTORIC COQUINA CITY HALL  
RFP 2022-01

FEE/COST PROPOSAL

Item	Description	Total
1.	Roof Repair	\$14,000.00
2.	HVAC	\$5,500.00
3.	Mold Cleaning	\$42,016.13
4.	Exterior Miscellaneous	\$2,310.00
Grand Total		\$63,826.13

Grand Total in Words: Sixty three thousand eight hundred twenty six dollars and thirteen cents

Bidder/Contractor Name: Hydradry Inc.

Mailing Address: P.O. Box 681368 Orlando, FL 32868

Telephone Number: (407) 290-0567 Fax Number: (888) 426-7397 E-mail address: [Eli@Hydradry.com](mailto:Eli@Hydradry.com)

Elizabeth Rodriguez  
Authorized Signatory

Elizabeth Rodriguez  
Printed Name

FEIN: 59-3435591

Title: Bid Analyst

April 4, 2022  
Date



## G. TIMELINE





CITY OF BUNNELL, FLORIDA



**REQUEST FOR PROPOSAL FOR  
REMEDIAION SERVICES FOR THE HISTORIC COQUINA CITY HALL  
RFP 2022-01**

**TIMELINE**



The **Bunnell Coquina City Hall** (also known as the **Bunnell Civic Center** and the **Bunnell City Hall**) is a unique one-story public building constructed of locally quarried [coquina](#) stone. The property is located at 200 South Church Street, Bunnell, FL 32110 in the downtown section of the city. It includes man-made Lake Lucille with its jetting fountain in the front of the building, which creates an impressive visual appeal to the setting of the property. It was built in 1936–1937 with grant funding from the Work Progress Administration [WPA](#).<sup>[2]</sup>

Hydradry Inc. has reviewed the proposal documents, the scope, and toured the existing site. For this project, we understand we are remediating the Historic Coquina City Hall.

Hydradry Inc. also understands the importance of delivering the project in the feasible timeline to the City of Bunnell. We are fully capable and flexible to work through unexpected events; if happen, and still ensure that the customer receives the most complete and timely completion of the project.

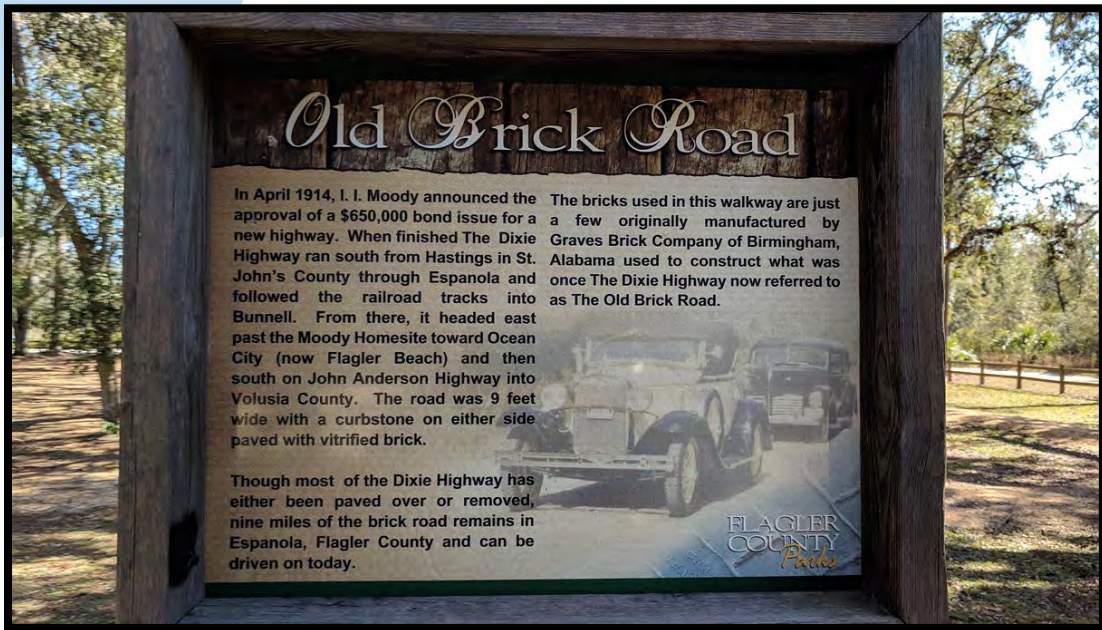
Our team is highly competitive in remediation historical projects for government agencies such as the City of Orlando, Orange County Public Schools, Gainesville Housing Authority, and others.

Hydradry Inc. is aware the value Coquina City Hall building to the City of Bunnell's community. It is imperative to start the remediation efforts immediately to avoid more damages. Hydradry will start services on May 10<sup>th</sup> as specified in the solicitation document. Hydradry estimates the timeline for completion around 3 to 4 weeks.

We are committed to meeting the time and budget expectations for this project. We thank you for the opportunity to provide our qualifications to serve the City of Bunnell and look forward to working together.



## H. PROJECT SUMMARY AND EXPERIENCE



## **PROJECT UNDERSTANDING AND APPROACH**

Hydradry Inc. is very familiar with the scope of services required by this RFP; we have been the remediation contractor for several counties, such as Orange, Seminole, Flagler, Manatee, Pasco and others. In addition, Hydradry Inc. has two satellite locations in Tampa, FL and Dallas, TX. Hydradry Inc. is part of the remediation team during the current state of emergency in Louisiana and Texas. In August 2020, Hurricane Laura devastated the City of Lake Charles; Hydradry's crew responded and established an office to alleviate with the remediation and reconstruction efforts to the City. February 2021, a winter storm hit Texas causing tremendous damages to the residents. Hydradry established another satellite office in the City of Dallas to help with the reconstruction efforts.

Hydradry Inc. is ready to respond to any type of disaster. In addition to Disaster Restoration and Remediation, Hydradry is trusted by state and local government agencies to perform COVID-19 Disinfection. Hydradry is one of a select few companies in the state that is both EPA-certified and licensed with the Florida Department of Health-performing COVID-19 sanitization. Hydradry adheres to all OSHA regulations, is certified by the IICRC (Institute of Inspection Cleaning & Restoration Certification) and strictly follows the most state-of-the-art procedures when it comes to disease and virus disinfection. Coronavirus (COVID-19) is still novel, so our Biohazard Response Team continually consults with the Centers for Disease Control and Prevention (CDC) for up-to-date solutions. Hydradry only utilizes CDC approved and EPA registered disinfectants, and all of Hydradry's Biohazard Responders always wear fully encapsulated PPE.

Hydradry's staff is ready to respond throughout all hours of the day and night, all year round. We respond to emergencies immediately, and we always have an after-hours response team standing by. Our clients/agencies will never be forwarded to voicemail, as all of our after-hours calls are immediately patched to our emergency response team – with our clients/agencies receiving top-priority. Service: 24/7.

As Florida's trusted family-owned remediation recovery company, Hydradry Inc. is committed to providing the Agencies with honest, transparent, immediate, and effective services – with due consideration for value and fair pricing.

## **COMPANY PROFILE**

Hydradry Inc. is a leading general contractor and an environmental hazard abatement contractor founded in Florida in 1974. Hydradry Inc. is a state licensed general contractor, mold remediation contractor, repair and painting contractor and is also EPA certified to perform lead-based paint renovations.

In short, Hydradry gives clients the convenience of one contractor performing all the work. We are confident in our ability to offer a variety of environmental services, such as mold remediation, water damage mitigation, and lead remediation will be invaluable to your anticipated building maintenance and renovation needs.



## Key Factors of Hydradry's Team:



### **Communication**

Hydradry knows the importance of effective communication. Communication is vital to the successful completion of any project. Hydradry poses effective communication skills, teamwork and leadership for a successful project completion.

### **Expertise**

Hydradry has acquired specialized knowledge in the remediation field since 1974. We understand how various parts of the process fit together and knows the facts that waste, excessive cost and delays is the result of poor experience, communication and lack of organization. Hydradry main interest is the owners (City of Bunnell) and to ensure that such problems do not occur.

Specialized knowledge can be greatly beneficial, particularly in large projects and natural disasters, since experts in various specialties can provide valuable services. However, it is advantageous to understand how the various parts of the process fit together. Waste, excessive cost and delays can result from poor coordination and communication among specialists. It is particularly in the interest of owners to ensure that such problems do not occur.

Hydradry responsibility is the commitment of the entire process of the project management to make sure the owner's interests. Hydradry has a good corporate reputation of quality of service.

### **Organization**

Hydradry organization skills is one of our major attributes. Hydradry will make sure the project is done on time and under budget, Hydradry will keep all aspects of the project organized and running smoothly. Hydradry's crew member are efficient, qualified, productive and a professional attitude. Hydradry will make sure to do the job right the first time.

Hydradry Inc. provides several services to our customers, some examples include:

- 24-hour Emergency Services
- Air Duct Cleaning
- Anti-Microbial Product Application
- Biohazard Cleanup
- CARPETECH Carpet Cleaning
- Catastrophe Management
- Clean Up and Decontamination from Vandalism Events
- Consulting Services
- Contents Restoration
- Commercial Construction Cleanup
- COVID-19 Cleanup and Disinfection
- Document & Media Recovery
- Electronic Restoration
- Daily Monitoring and Recording of Moisture Levels
- Dehumidification
- Deodorization, Odor Control
- Desiccant/Refrigerant Drying
- Demolition Services
- Debris Management and Removal (Interior)
- FEMA-compliant Documentation
- Emergency Power
- Emergency Response
- Fire, Smoke and Soot Restoration
- HVAC Decontamination, and Cleaning
- General Contracting & Reconstruction
- Large Scale Water, Flood and Sewage Mitigation
- Mold/Microbial Removal & Remediation
- Rapid Response and Mobilization
- Removal and Disposal of Wet Materials
- Sewage Backup Sanitizing Services
- Tile and Grout Cleaning
- Transportation and Disposal of Hazardous Materials
- Trauma Cleanup
- Transportation and Storage
- Upholstery Cleaning
- Ultrasonic Cleaning
- Water Damage Restoration
- Water Extraction and Moisture Control

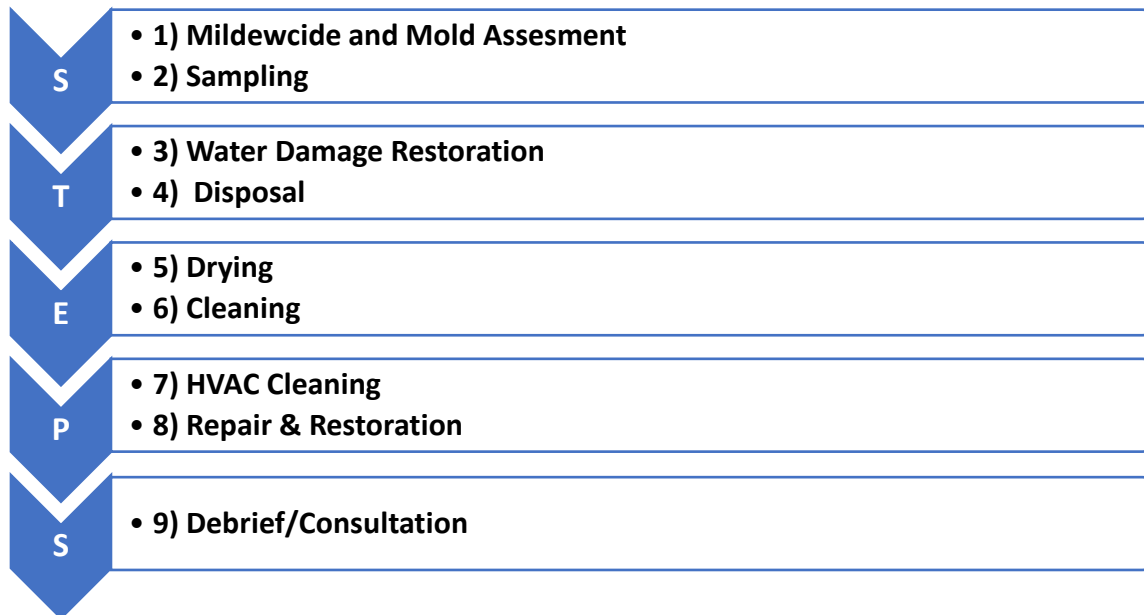
## PROJECT APPROACH

### MOLD AND WATER

#### Explanation of Remediation Approach and Methodology

##### *Overview*

The following sections lay out the blueprints for our remediation approach. Our approach is presented utilizing nine (9) steps. While not specifically identified, we fully understand that the key to any successful remediation service is communication with the client. This communication will include remediation requests as well as timing of remediation procedures with the responsible parties prior to initiation. Our goal is to ensure that everyone involved in this process fully understands their role, as well as any deadlines. We have a certified team with extensive knowledge in mold and water damage field. In addition, we realize that remediation process is often subject to scheduling changes based upon activities, events and change orders that may take place during the remediation process. As we start to remove affected building material on any given project there may be additional findings that would require a change order, if not already listed in the statement of work. We are fully capable and flexible to work through these types of events and still ensure that the customer receives the most complete and timely remediation services.



### Step 1 – Mildewcide and Mold Assessment

Mildewcide is an additive that inhibits the growth of mold and mildew on surfaces. The first stage in mildewcide and mold remediation services is an assessment. The Hydradry team will visit the premises in order to inspect for mildewcide and mold. Sometimes this will be a straightforward process consisting of a visual inspection of the area to confirm the presence of either mildewcide or mold. In other cases, though, more invasive techniques may be necessary. For instance, if the mildewcide and mold is hidden (under carpets or in wall cavities) then it may be necessary for carpets to be removed, walls to be knocked through and paint to be peeled away.

### Step 2 – Sampling

This step-in **mold inspecting services** will not always be necessary, but where the residents are experiencing health problems such as breathing difficulties, sampling may be necessary in order to identify the particular type of mold. Some species such as *Stachybotrys Chartarum* are particularly dangerous and thus sampling can identify the extent of the risk. In the form of air quality testing kit or swab testing.

### Step 3 – Water Damage Restoration

Often enough, mold is caused by the presence of damp or visual water damage. These often go hand-in-hand as mold actually requires wet surfaces in order to spread and thrive. If mold spores come in contact with a wet, porous surface, they will normally settle in and begin growing within 24 hours.

This makes it necessary for mold remediation companies to find and seal off any water source before proceeding with subsequent steps. They can use infrared scanners and probes in order to find hidden leaks and seepage and then use basic construction services, plumbing or other means in order to prevent more water from getting in.

### Step 4 – Disposal

Before the Hydradry continues with the drying and cleaning of your belongings, they will first dispose of items that are beyond repair. This will likely be necessary for any porous items such as mattresses, pillows or dry wall which may have absorbed quantities of mold and contaminated water.

### Step 5 – Drying

Once the water has been stopped, it is then necessary for the mold remediation crew to carefully dry the affected area. This is important in order to prevent the mold from spreading more. While they dry though, they must take caution to avoid disturbing the mold spores and dust and causing it to re-enter the atmosphere. For a preventative method we always place AFD (air scrubber cleans the air).

### Step 6 – Cleaning

With the surfaces dried out, the Hydradry will then clean off any items that they need to. In some cases, they will need to use other more heavy-duty approaches such as wet and dry vacuuming, dry ice vacuuming etc. A HEPA vacuum is a high-efficiency particulate air vacuum which can remove mold from the air as well as debris and dust.

### Step 7 – HVAC Cleaning

If mold spores have gotten into the air ducts and vents, then these can be circulated around the house unintentionally. Thus, mold companies with mold **remediation services** will often also need to thoroughly clean these areas as well.

During all this process, companies must be careful to ensure they have gotten all of the mold out of the property and will wear PPE (Personal Protection Equipment) to avoid inhalation themselves. Therefore, it is so important to use a professional service rather than to try yourself to address the issue.

### Step 8 – Repair and Restoration

Depending on the range of services being offered by the remediation Hydradry in question, you may also receive some help with restoring and repairing aspects of your home. Some companies, for instance, offer fabric restoration services while others may help with repainting or retiling. If your carpet pad has been affected by mold, then you may need carpet installation services. These features all help to get your home back to a livable condition so that you can return to normal life as soon as possible.

### Step 9 – Debrief/Consultation

In some cases, mold infestation can be avoided and if this is the case then a mold remediation Hydradry may providing debriefing and advice to help you prevent future colonies from affecting your home.



## **SEWAGE REMEDIATION**

### **Description of the Primary Problem**

When a building is contaminated with sewage backing up from the septic lines or flooding of a building occurs that involves sewage or a heavy load of organic matter, as in the case of river flooding, a serious threat to human health exists. Without appropriate action, extensive damage to materials will occur immediately or in time. Several days may elapse before the cause of the backup is determined, the problem is corrected, and flooding subsides. This allows extensive permeation and contamination of absorbent (hygroscopic) materials such as wood, gypsum, paper, and concrete to occur. This penetration with water and organic matter leads to the growth of potentially disease-causing (or opportunistic) microorganisms. These organisms may pose a serious health risk to occupants of the building. Organic matter and water-saturated materials can be used as substrate for the growth of microorganisms (such as gram-negative bacteria and toxigenic fungi) that can produce substances toxic to humans and damaging to materials. A large amount of water inside a building will cause high humidity, which can also contribute to microbial growth on structural materials and contents.

### **Questions to Be Raised After Sewage Contamination**

Some of the questions to be answered in this situation include the following: What are the effects of the initial contamination on the building, its contents, and the health and welfare of its occupants? What is needed to thoroughly clean up the contamination and repair the damage? Should the entire building or a portion of the building be evacuated and, if so, for how long? Can semi porous materials be decontaminated, or should they be replaced? What are the consequences of using inadequate measures to remediate the damage? What are the indicators that help determine when the building is safe or not safe for occupancy? What methods should be used to test for these indicators? What is the effect of the sewage damage on other systems, especially the air changing system (ACS) and the heating, ventilating, and air conditioning (HVAC) systems in the built environment?

### **Health-Based Recommendations for Restoration**

The following specific guidelines are presented with a goal of restoring the contaminated area such that the health of occupants is protected from any risk of pathogen-caused disease.

- Remediation should begin as soon as possible. The longer the contamination is allowed to persist, the greater the potential for microbial growth and resultant damage.
- Unprotected occupants and workers should be evacuated from the affected areas during the initial stages of decontamination, cleaning, and disinfection (e.g., until sewage has been removed and disinfectants applied).

### Health-Based Recommendations for Restoration (Continued)

- Technicians in the vicinity of the sewage during the initial stages of decontamination, cleaning, and disinfection should be equipped with an organic vapor HEPA respirator, rubber gloves, splash goggles, and boots. In the case of overhead contamination, technicians should also be equipped with goggles, hard hats, and protective suits. Technicians should report any wounds that occur during restoration and take care to avoid "cross-contamination" from affected to unaffected areas by foot traffic or material handling.
- After water removal, all affected materials should be decontaminated by spraying with a disinfectant solution. It is not the intent of this pre-spray to effect full disinfection because the presence of organics precludes this. The objective is to initiate the reduction and containment of microorganisms as quickly as possible.
- All affected materials should be evaluated for porosity (permeance). From this inspection, materials should be rated as highly porous (saturated), semi porous, and nonporous. Some materials may exhibit varying degrees of porosity, depending on the exposed surfaces. For example, the surface of painted drywall has very low porosity, yet the base of the wall may be unpainted or have exposed gypsum paper that is highly porous.
- Highly porous (permeance factor >10) materials that have been exposed to sewage backflow and have a value that exceeds the cost of restoration such as high-value rugs and carpet, upholstery, and other textiles should be removed and restored off site. Highly porous materials with low cost or replacement value, such as carpet cushion, carpet, cardboard, tackles strip, wicker, and straw, should be removed and discarded as soon as possible. Other materials, such as saturated mattresses and cloth upholstery, regardless of value, cannot be restored and should be discarded. If disposal is necessary, these materials should be bagged in plastic for removal to a proper disposal site.
- Semi porous (permeance factor of >1 to 10) materials, including items such as linoleum, vinyl wall covering and upholstery, and hardboard furniture, along with construction materials such as wood, painted drywall, and plaster, should be cleaned, disinfected, or replaced as part of the initial restoration process. If these materials are not removed or properly disinfected, they can become reservoirs for growth of microorganisms.
- Nonporous materials (permeance factor  $\leq 1$ ) such as Formica<sup>™</sup>, linoleum, vinyl, and tile finishing materials can be inspected for subsurface contamination with a nonpenetration moisture meter. Although these materials may be rated as nonporous, they must be evaluated carefully because contamination can migrate from the perimeter and become trapped below the surface. If migration of contamination below the surface has not occurred, these materials may be fully restored.

### Health-Based Recommendations for Restoration (Continued)

- Heavy organic matter, especially raw sewage and silt must be physically removed by any safe means available. This may include the use of shovels, squeegees, septic pump trucks, wet vacuums, and moisture-extraction machines. Water must also be extracted from floorcovering fabrics such as carpets and rugs. All tools and machines, especially recovery tanks, wands, and hoses, must be cleaned and disinfected after use. • Residual organic matter in cracks and crevices can be removed by pressure washing with a disinfectant solution. The solution then must be recovered with an extraction unit, immediately after application, to prevent further migration or saturation of contaminants into other porous materials.
- After removing heavy organics, affected materials must be cleaned before a second application of disinfectant takes place. Use of many cleaning agents, such as soaps and detergents, will solubilize most organic matter.
- After thoroughly cleaning all contaminated materials, a second application of disinfectant may be applied.
- Chemicals classified as disinfectants are appropriate for use in areas exposed to sewage backflow. These chemicals are defined as being capable of inactivating potential pathogenic microorganisms on inert substrates.
- Fully evaluate all factors that affect the success of decontamination. These include the organic matter present, extent of prior cleaning, type and level of microbial contamination, concentration, and time of exposure to the disinfectant, and the nature of the material to be decontaminated. Procedures should be implemented to increase the rate of drying. Dampness and humidity must be reduced as much as possible by using the existing ACS or HVAC system, auxiliary fans, carpet dryers, and dehumidifiers. The indoor humidity in affected areas should be reduced to 40% RH as quickly as possible. Where flooding has been extensive, the drying process may require several days or longer to be effective. Adequate drying should be evaluated with a moisture meter. The humidity should be monitored with a hygrometer or a psychrometer.
- Because the use of disinfectants such as glutaraldehyde's, iodophors, and phenolics for disinfection produce irritating vapors, appropriate personal protective equipment to preclude chemical exposure is required. The type of safety equipment used will depend on the disinfectant used, the concentration, and the method of application. The material safety data sheet (MSDS) and label instructions on the chosen disinfectant will provide more detailed information and must be reviewed before use.

### **Health-Based Recommendations for Restoration (Continued)**

- Environmental monitoring should consist of moisture measurements, rather than surface or air sampling for the presence of viable microorganisms. After the restoration process, surveillance of occupants for sickness, allergy, and sensitivity may also provide a measure of the adequacy of the clean-up operation.
- Area rugs and wall-to-wall carpet that have been extensively saturated with sewage backup are unlikely to be cost-effectively restored on site. Such rugs and carpet, along with the cushion, or underlayment, should be removed. Small rugs may be restored effectively through commercial laundering. If an effort is made to restore the carpet, extensive cleaning and saturation disinfection of the carpet should take place. All organic material must be removed, and the complex fibrous surfaces throughout the carpet must be disinfected. Following treatment, the carpet must be inspected thoroughly for cleanliness and dryness before being reinstalled in the restored environment. Carpet cushion must be removed, disposed of, and replaced with new material, without exception. Subflooring should be cleaned, disinfected, dried, and sealed, if necessary, before carpet and rugs are returned to the environment. Under no circumstances should efforts be made to restore carpet and rugs on site that have been extensively damaged by a Situation 3 sewage backup.
- In any case where it is deemed cost justifiable to restore carpet contaminated by sewage, an extraction cleaning method must be employed on all surfaces. Other carpet cleaning methods, such as absorbent compound, absorbent pad (bonnet), dry foam, or shampoo cleaning, are not adequate in that they may merely redistribute the contamination (10).

## References

1. Berry, M.A. (1993) Protecting the Built Environment: Cleaning for Health, Tricomm 21st press, Chapel Hill, NC, p. 185.
2. Foarde, K.K.; D. Bush; J. Chang; E.C. Cole; D. Franke; and D. Van Osdell. (1992) Characterization of environmental chambers for evaluating microbial growth on building materials. IAQ 92, ASHRAE, San Francisco.
3. Clark, C.S. (1987) Potential and actual biological related health risks of wastewater industry employment. J. Water Pollution Control. Fed. 59:12999-1008.
4. Patterson, R.; J.N. Fink; W.B. Miles. (1981) Hypersensitivity lung disease presumptively due to cephalosporium in homes contaminated by sewage flooding or humidifier water. J. Allergy Clin. Immunol. 68(2):128-132.
5. Rogers, S.A. (1991) Indoor fungi as part of the cause of recalcitrant symptoms of the tight building syndrome. Env. International. 17:271-275.
6. Bishop, L.J. (1992) Flood Damage Restoration, Parts 1 and 2, Clean Care Seminars, Dothan, AL.
7. Cole, E.C. (1989) Remedial measures for biological pollutants in the home. Workshop on Biological Pollutants in the Home. U.S. Consumer Product Safety Commission, American Lung Association.
8. Robertson, K.A.; T.K. Ghosh; A.L. Hines; S.K. Loyalka; D. Novosel; R.C. Warder, Jr. (1990) Airborne microorganisms: their occurrence and removal. Indoor Air '90, Toronto.
9. Block, S.S. (1991) Disinfection, Sterilization, and Preservation, Lea & Febiger, Philadelphia, PA.
10. International Institute of Carpet and Upholstery Certification. (1991) Carpet Cleaning Standard. S001-1991, International Institute of Carpet and Upholstery Certification, Vancouver, WA, 1991.
11. Cutter Information Corp. (1991) Indoor Air Quality Update, Arlington, VA.
12. Benson, A., ed. (1990) Control of Communicable Diseases in Humans, American Public Health Association, Washington, DC.
13. Cole, E.C. (1987) The application of disinfection and sterilization to infectious waste management. In: Tulis, J.J. and W. R. Thomann (eds.), Proceedings of strategies for improved chemical and biological waste management for hospitals and clinical laboratories. Duke University, University of North Carolina, North Carolina Pollution Pays Program.
14. Rutala, W.A. (1987) Disinfection, sterilization and waste disposal. In: Wenzel, R.P., Prevention and control of nosocomial infections. Williams and Wilkins, Baltimore.
15. Rutala, W.A.; E.C. Cole; and N.S. Wannamaker. (1991) Inactivation of Mycobacterium tuberculosis and Mycobacterium bovis by 14 Hospital Disinfectants. Amer J. Med. 91:2675-2715



## **HISTORIC PRESERVATION AND DISASTER MANAGEMENT**

If you own or manage an historic property, it is important to know where to turn for preservation assistance and guidance immediately after a disaster affects your building. Unless assessment and remedial actions are taken in a timely manner, historic and cultural resources may be unnecessarily damaged or lost.

Following a disaster, local jurisdictions will assess area damage, identify hazardous buildings, and act accordingly to protect the public welfare. Proactive preservation response is crucial to prevent any damage or further loss of historic resources through well-meaning intentions or actions taken to lessen or eliminate the threat of damage to property or to lives, and the public health and safety.

It is imperative that historic preservation is given a strong and visible presence at the beginning of the response process. In the past, historic preservation has not been integrated into the field of disaster management, which is primarily concerned with protecting human life and restoring basic services that support life and settlement immediately after a disaster.

Recent disasters such as Hurricane Laura on the Gulf Coast in 2020, and 2021 Texas cold-weather catastrophe have left shattered lives and landscapes. Hydradry Inc. is an experienced disaster recovery corporation. During Hurricane Laura, Hydradry provided emergency recovery services to the City of Lake Charles, LA. One of the properties remediated was St. Michael and All Angels Episcopal Church, 123 W. Sale Rd, Lake Charles, LA 70605; St. Michael's church was tremendously affected by the Category 4 hurricane. St. Michael owned several historic pieces of art that are unique. Thanks to Hydradry's expertise handling and preserving historic items, Hydradry was able to rescue several articles for St. Michael's church.

Hydradry Inc. serves Florida statewide. One of our valuable customers is City of Orlando. Hydradry got the opportunity to remediate several historic properties owned by the City of Orlando, for example Walker Hendry House, Eola House and Harry P. Leu Gardens, and others. City of Orlando is a satisfied client/municipality with Hydradry's services (see sample pictures in the follow pages).

Hydradry Inc. will maintain paths of communication, documentation and abide by rules, laws, and regulations from federal agencies such as FEMA and the Advisory Council on Historic Preservation in disaster management. Hydradry Inc. will facilitate communication with directors, boards, departments, governmental officials, agencies, etc.



**Post-Disaster Safety Evaluation (“tagging”):**

A **color-tagged structure** is a structure in the United States which has been classified by a color to represent the severity of damage or the overall condition of the building. The exact definition for each color may be different at local levels.

A **"red-tagged"** structure has been severely damaged to the degree that the structure is too dangerous to inhabit. Similarly, a structure is **"yellow-tagged"** if it has been moderately damaged to the degree that its habitability is limited (only during the day, for example).

A **"green-tagged"** structure may mean the building is either undamaged or has suffered slight damage, although differences exist at local levels when to use a green tag.

Tagging is performed by government building officials, or, occasionally during disasters, by engineers deputized by the building official. Natural disasters such as earthquakes, floods and mudslides are among the most common causes of a building being red-, yellow- or green-tagged. Usually, after such incidents, the local government body responsible for enforcing the building safety code examines the affected structures and tags them as appropriate.

Hydradry will maintain your historic articles and manage your emergency disasters. We will inspect damage, evaluate conditions, and provide technical advice that is essential. Our professionals possess the skills, expertise, and resources needed for resolution/remediation.

Historic remediation companies, planners and preservationists must work together with city officials and the public to not only develop a rebuilding/remediation plan, but also to implement the rebuilding/remediation plan once it is finished.



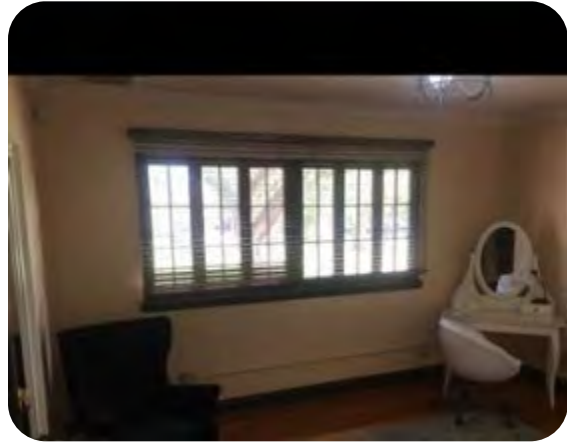
*Walker Hendry House, Winter Park, FL*





THE NEW SCIENCE OF RESTORATIVE DRYING  
**HYDRADRY**<sup>®</sup>  
CLEANING AND WATER DAMAGE SPECIALISTS

*Eola House, Orlando, FL*



*THE NEW SCIENCE OF RESTORATIVE DRYING*  
**HYDRADRY**<sup>®</sup>  
*CLEANING AND WATER DAMAGE SPECIALISTS*

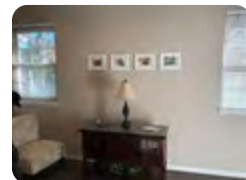
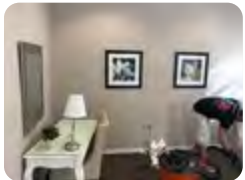
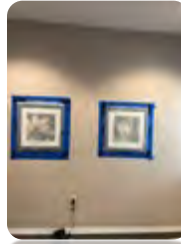
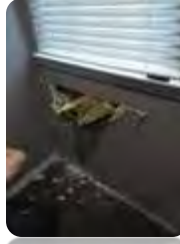
*Harry P. Leu Gardens, Orlando, FL*

*Main Building (Water Leak in the ceiling at the Camellia and Orchid Room)*



Harry P. Leu Gardens, Orlando, FL

Bride and Groom Rooms – Rebuild/Remediation



## MICROBIAL CLEANING, AIR CLEANERS AND PURIFIERS

### *Microbial Cleaning*

The restoration and remediation industries need to have a good understanding of the proper use of antimicrobial products and the limitations and benefits of each one. Antimicrobial Biocides are used to treat existing microbial growth whereas Antimicrobials are used to prevent microbial growth from occurring.

#### Antimicrobial Biocide Selection Depends on three (3) Main Factors:

- 1) Consider type and extent of the microbial contamination to ensure that the product being used is effective against that time of contamination. All products must be used consistent with the label directions. Using any product inconsistent with how it is labeled is breaking the federal FIFRA (Federal Insecticide, Fungicide, Rodenticide Act) law.
- 2) All products have limitations, and these must be considered. They are all designed to work at a specific concentration, temperature, and pH. If these are altered, the product will not be as effective as a disinfectant. The products must have full contact on the contamination for a certain period of time, known as the dwell time. Some products require as much as 15-30 minutes of dwell time for the product to be sporicidal.
- 3) The technician shall identify the hazards of using any product prior to applying it in an indoor space. This includes wearing the required personal protective equipment, physical and other safety concerns as well as the effect on the occupants and environment.

### *Air Scrubbers and HEPA Vacuum*

Cleaning should take place throughout the remediation process. Before each workday begins, everything should be HEPA vacuumed, and damp wiped to remove spores that may have settled over night. A complete cleaning after the removal is critical to obtain acceptable verification samples and return the area back to condition one status. Using the following cleaning guidelines, will allow the technician to achieve verification.

- HEPA vacuum ALL surfaces
- Damp wipe ALL surfaces
- HEPA vacuum ALL surfaces
- “The HEPA sandwich”
- Damp wipe ALL surfaces
- Do a final HEPA vacuum of ALL surfaces
- “The Double HEPA sandwich”

The first step in the cleaning process is to HEPA vacuum EVERYTHING. Walls, ceilings, floors, cabinets (inside and out) and contents. Start from the clean area and work towards the dirty area, from the top towards the bottom and clean from the source of the make-up air to the AFD (air scrubber).



### *Air Scrubbing*

After the cleaning is complete, stir up the air (via electric leaf blower) and place a NAM into the chamber and allow it to run for 24 hours before final testing is done. Be sure the NAM is capable of four air changes per hour of the contained space. If the spores and debris can be distributed into the air, there is a good chance it will be captured into the air scrubber. HEPA Air Scrubbers remove 99.97% of dry particulate at 0.3 microns. Most all mold spores are greater than 1.0 micron in size. That is what a good secondary filter should remove before reaching the HEPA filter.

### *Moisture Detectors and Thermal Imaging*

#### Post Remediation Inspection and Sampling

The remediation technician will conduct a post remediation inspection prior to an evaluation of the IEP. This inspection should include ensuring the job site is clean and dust free, there is no visible contamination remaining on remediation surfaces, building materials have been returned to normal moisture content and the presence of odors are eliminated. Musty odors that remain following the remediation is an indicator that the remediation has not been completed and there may still be active microbial growth present. Post remediation sampling is important to assess the effectiveness of the remediation. It will provide a risk assessment for re-occupancy and address liability issues.

#### Sampling Techniques and Procedures for Microbial Contaminants

There are many reasons that microbiological sampling is completed on a project. It may be done when water related problems occur (sewage contamination), there is suspected microbial growth (musty odors or visible signs of mold growth), building related illness are diagnosed (asthma, chronic respiratory illness), documentation to support legal cases and justification of work and expense.

The final inspection for a mold project should be completed and evaluated by a qualified independent environmental consultant. Air Quality and Surface testing needs to be performed. Test should be evaluated by a licensed hygienist and an official report with the results needs to be provided to the client.

#### Moisture Detectors Thermal Imaging

Using a thermal imaging camera provides certain advantages in locating moisture problems. Thermal patterns created by latent moisture become readily apparent when viewed through an infrared camera, even when they are not visible to the naked eye. This is because the thermal imaging camera sees the apparent temperature difference between wet spots and building materials. Water intrusion and excessive moisture within walls, under floors, and above ceilings will show up in the thermal image.



CITY OF BUNNELL REMEDIATION TEAM – 24/7



**Gregory Davideit**  
Director of  
Operations



**Matthew Maxson**  
Estimator



**Traci McKinney**  
Claims Coordinator



**Lauren Humphrey**  
Claims Coordinator



**William Freeland**  
Lead Technician/  
Project Manager



Certified  
Remediation  
Technician Team

Personnel profiled below have been selected by Hydradry's senior management. Based on the applicant's previous ability to complete projects of similar types and scale. Their resumes attest to their knowledge, experience, capabilities, and comprehensive services you deserve.

**Gregory Davideit**, your Director of Operations, has over 15 years of remediation experience. Greg is regarded as one of the most experienced professionals in the remediation field. Greg possesses in-depth knowledge and skills in commercial and residential remediation process and protocols. Greg will lead our team and will control the project efficiency and effectively.

**Matthew Maxson** will serve as your Estimator. Matthew has over 5 years of experience. Matt has technical and analytical skills and knowledge in the remediation field. Matt chose and made the better choices to complete our projects for the benefit of our customers. Matt also provides a large part of our internal training for our staff.

**Traci McKinney**, your claim coordinator, has over 5 years of experience. Traci is excellent handling customer service requests. Traci is highly organized and has good interpersonal skills.

**Lauren Humphrey**, your claim coordinator, has over 5 years of experience. Lauren is exceptionally talented, her effective communication skills and knowledge in the field make her unique.

**William Freeland**, the team's lead tech and project manager, has over 5 years as a remediator technician. William has a positive attitude and a team player. William is a solution focus individual and customer oriented.

***Our remediation team has over 30 years of combined experience providing remediation services to Florida counties and municipalities, special districts, and authorities.*** As a result of this collective knowledge and experience, our team is uniquely suited to provide City of Bunnell with the highest quality remediation services.





# Gregory Davideit

## Director of Operations

Greg has over 15 years of experience in the remediation industry. He has managed a variety of different projects from municipal, residential, office, property developments, educational and industrial. He has vast knowledge on remediation and mitigation mean and method. Greg's knowledge includes various rehabilitation and remediation projects that required structural reinforcing of existing structures.

Responsible for managing all project operations. This includes coordination of all remediation and construction activities inclusive of communicating all project requirements and needs with the owners, users, design professionals, subcontractors, and building officials.

Additionally, he oversees supervising and management field operations. Coordination all work to be installed and leads company crews when self-performing work. Keeps open lines of communication with building occupants and ownership to ensure operations of building is not affected by construction/remediation work. Reviews all work in place for quality of workmanship and specification compliance.

### EDUCATION

Ocoee H.S., Ocoee, FL

### PROJECT EXPERIENCE WITH HYDRADRY INC.

### CERTIFICATIONS

- Mold Remediator
- Moisture Mapping
- Xactimate Certificate
- Alacrity Certificate
- IICRC Certificate
- ESA CIAQT
- Bio-Aerosol Testing
- DASH
- MS Word & EXCEL
- Office Procedures
- Business Process / Workflow
- Schedule Management
- Customer Service

#### City of Sanford, FL

Remodeling & Remediation Station 38 Restroom and Hallway

#### Orange County Utilities-Continuing Contracts, Orlando, FL

Remodel/Rebuild after Water Mitigation/Mold Remediation

#### Residence at 241 Rock Springs Dr Kissimmee, FL 34759

Restoration/Rebuild after Water Mitigation

#### New Dimensions High School, Kissimmee, FL

Renovation/Rebuild after Water Mitigation/Mold Remediation

#### City of Orlando, Eola House, Orlando, FL

Renovation/Remodel house to its original condition

#### Beardall Senior Center, Orlando, FL

Rebuild after Water Mitigation

#### City of Orlando, City Hall, Orlando, FL

Restoration after Water Mitigation

#### Bay County Juvenile Court House, Panama City, FL

Mold Remediation/Restoration/Rebuild

#### Clermont Clubhouse, Kissimmee, FL

Remediation/Restoration/Rebuild

#### City of Orlando, Harry P. Leu Gardens, Orlando, FL

Mold Remediation/Restoration







# Matthew Maxson

## Estimator

**Project Role:** Matthew Maxson will serve as an Estimator and will work closely with the Director of Operations during the remediation process of the projects. Matthew will complete site visits, prepare estimates at the schematic, and will oversee prequalification of subcontractors and suppliers. Matthew will also work to develop value enhancement options for the client's consideration.

Matthew has 5 years of experience in the remediation industry serving Central Florida Market. Matthew will develop all estimates throughout design and construction utilizing our database, with the latest software, and subcontractor relationships to provide highly accurate estimates and cost studies.

### EDUCATION

- Lean Six Sigma Green Belt Certificate 09/2013
- Intermediate Level Calibration of Physical/Dimensional Test and Measuring Certificate 04/2011
- General Purpose Electronic Test Equipment Calibration and Maintenance 03/2011
- Aviation Technician (Intermediate Level) 10/2010
- **Valencia College, Orlando FL** 12/2007  
Associate of Arts in General Studies
- Apopka H.S., Apopka, FL 2005
- **United States Marine Corps**
  - General Purpose Electronic Test Equipment Calibration 2009-2015
  - Quality Assurance Representative/Collateral Duty Inspector 2012-2014

### MILITARY EXPERIENCE

### CERTIFICATIONS

- Mold Remediator
- Moisture Mapping
- Xactimate Certified
- Alacrity Certified
- IICRC Certifications:
  - Applied Structural Drying
  - Fire & Smoke Restoration
  - Odor Control
  - Water Damage Restoration
- ESA CIAQT
- Bio-Aerosol Testing
- DASH
- MICA
- MS Word & EXCEL
- Office Procedures
- Business Process / Workflow
- Schedule Management
- Customer Service

### PROJECT EXPERIENCE WITH HYDRADRY INC.

#### City of Sanford, FL

Remodeling & Remediation Station 38 Restroom and Hallway

#### Orange County Utilities-Continuing Contracts, Orlando, FL

Remodel/Rebuild after Water Mitigation/Mold Remediation

#### New Dimensions High School, Kissimmee, FL

Renovation/Rebuild after Water Mitigation/Mold Remediation

#### City of Orlando, Eola House, Orlando, FL

Renovation/Remodel house to its original condition

#### Beardall Senior Center, Orlando, FL

Rebuild after Water Mitigation

#### City of Orlando, City Hall, Orlando, FL

Restoration after Water Mitigation

#### Bay County Juvenile Court House, Panama City, FL

Mold Remediation/Restoration/Rebuild

#### Clermont Clubhouse, Kissimmee, FL

Remediation/Restoration/Rebuild

#### City of Orlando, Harry P. Leu Gardens, Orlando, FL

Mold Remediation/Restoration





# Traci McKinney

**Claims Coordinator**

Traci has over five years of experience in the remediation industry. Expert in managing insurance claims process, maintaining records, and our liaison with insurance companies. Well versed in Xactimate, Alacrity and MICA.

Organized, considerate claims coordinator with a history of keeping cool under high-pressure situations where multiple priorities are being managed. Traci will be a good asset to City of Bunnell's remediation team.

## EDUCATION

West Orange HS, Winter Garden, FL

---

## KEY SKILLS AND CHARACTERISTICS

### CERTIFICATIONS

- Xactimate Certificate
- Alacrity Certificate
- IICRC Certificate
- Housecall Pro (Scheduling Software)
- DASH
- MS Word & EXCEL
- Office Procedures
- Business Process / Workflow
- Schedule Management
- Customer Service

- Communication
- Analysis and Assessment
- Judgment
- Problem Solving
- Decision Making
- Planning and Organization
- Time Management
- Attention to Detail
- Interpersonal Skills
- Motivation
- Empathy





# Lauren Humphrey

**Claims Coordinator**

To-notch claims coordinator with five years of experience managing claims and special remediation projects. Serve as primary point of contact for and liaison between management, sales team, clients, and vendors. Maintains excellent written and oral communication skills, problem resolution abilities, and a high level of confidentiality.

Lauren is a consummate professional dedicated to making the lives of busy managers and clients easier. Serves as an effective gatekeeper; prepared well-researched, and accurate documents; manage busy calendars; and efficiently handle daily office tasks. Having Lauren in the team makes a stark difference.

## EDUCATION

*St. Johns River State College, Orange Park, FL*

*Belton HS, Saint Joseph, MO*

## CERTIFICATIONS

- Cardiopulmonary Resuscitation (CPR) Certified
- First Aid Certified
- Xactimate Certificate
- Alacrity Certificate
- IICRC Certificate
- Housecall Pro (Scheduling Software)
- DASH
- MS Word & EXCEL
- Office Procedures
- Business Process / Workflow
- Schedule Management
- Customer Service
- State of Florida Notary  
Commission #: GG365115

## SKILLS AND PROFICIENCIES

- Reporting skills
- Professionalism
- Problem solving
- Inventory control
- Verbal communication
- Office administration procedures
- Attention to detail
- Accuracy
- Multitask
- Telephone skills
- Teamwork
- Discretion and judgment
- Patience
- Resourcefulness
- Anticipates needs
- Flexibility





# William Freeland

## Lead Technician / Project Manager

*William will monitor projects from planning to completion, including tasks such as budgeting and scheduling. Will follow quality standards and ensure the safety and security of the project site. Will maintains good path of communication with partners and customers.*

### Key Skills and Characteristics

- Planning and Organization
- Problem Solving
- Decision Making
- Time Management
- Attention to Details
- Judgment
- Analysis and Assessment
- Motivation

## EDUCATION

- Venture Technologies Orlando, Florida – Carpet Technician 2008
- Bitburg American High School, Bitburg, Germany 2001

## MILITARY EXPERIENCE

- **United States Air Force, Ft. Eustis, Virginia**
  - Helicopter Mechanic (H-53) 2001-2003

## CERTIFICATIONS

- Xactimate Certificate
- Alacrity Certificate
- Housecall Pro (Scheduling Software)
- IICRC Certificate
  - Water Restoration
  - Applied Structural Drying
  - Applied Microbial Remediation
- DASH
- MICA
- Successful Subrogation Level 1

## PROJECT EXPERIENCE WITH HYDRADRY INC.

### City of Sanford, FL

Remodeling & Remediation Station 38 Restroom and Hallway

### Orange County Utilities-Continuing Contracts, Orlando, FL

Remodel/Rebuild after Water Mitigation/Mold Remediation

### New Dimensions High School, Kissimmee, FL

Renovation/Rebuild after Water Mitigation/Mold Remediation

### City of Orlando, Eola House, Orlando, FL

Renovation/Remodel house to its original condition

### Beardall Senior Center, Orlando, FL

Rebuild after Water Mitigation

### City of Orlando, City Hall, Orlando, FL

Restoration after Water Mitigation

### Bay County Juvenile Court House, Panama City, FL

Mold Remediation/Restoration/Rebuild

### Clermont Clubhouse, Kissimmee, FL

Remediation/Restoration/Rebuild

### City of Orlando, Harry P. Leu Gardens, Orlando, FL

Mold Remediation/Restoration



## QUALIFICATIONS/CERTIFICATIONS

### A. Safety and Protection

Safety is the cornerstone of Hydradry's operations. We place an emphasis on safety and training to deliver City of Bunnell the reliable, high-quality service that you expect. We develop training programs at the national and regional level and emphasize best practices and safety. For more detailed information, see the section titled "Staff Training Program" in this proposal. It is our responsibility to embrace the Safety culture and proactively prevent, detect, and correct any safety or risk concern that may arise. Our Safety procedures promote the idea that almost all workplace accidents are preventable – if you make focusing on safety an integral part of your day. At Hydradry, we are striving to create a world-class culture in all we do, and safety is a large part of that objective. At Hydradry, risk management consists of both Safety and Claims Management, working jointly with operations, to ensure the safety and well-being of our customers and our customers' clients.

#### It is Hydradry's policy to:

- Maintain a safe workplace for its employees
- Provide safety devices and mechanical safeguards
- Use methods and processes to protect the life, health, safety and welfare of its employees and the general public
- Establish a relationship of safety to our clients
- Maintain and enforce a program to fulfill this responsibility

To ensure common goals and objectives, both Safety and Claims Management report to the Assistant Vice President. We have a team of dedicated safety professionals that liaise with our Director of Operations to ensure the Hydradry Inc. safety culture is in the forefront of our employees' minds – every day.

### B. Staff Training Program

#### OSHA Outreach Training:

- Personal Protective Equipment (PPE)
- Industrial Hygiene
- Ergonomics
- Electrical Safety
- Stairways and Ladders
- Fire Prevention
- Guardrail Safety
- Hand and Power Tool Safety
- Heat Exhaustion Prevention
- Signs, Signals and Barricades

#### IICRC Classes Provided via Interlink Supply:

- CCT (Carpet Cleaning Technician)
- WRT (Water Restoration Technician)
- ASD (Applied Structural Drying)
- AMRT (Applied Microbial Technician)
- FSRT (Fire & Smoke Restoration Technician)
- OCT (Odor Control Technician)



### EXPERIENCE

Below is a listing of Florida local governmental entities remediated annually by Hydradry Inc., for the **past ten (10) years**.

Project Name & Location	Type of Service & Contract Value	Contact Information
<b>Municipalities</b>		
<b>City of Sanford</b> 300 N Park Ave, Sanford, FL 32771 <b>RFP 19/20-72</b> <b>1-Year Contract</b>	Remodeling Station 38 Restrooms & Hallway Remediation Services	Marisol Ordoñez (407) 688-5028 <a href="mailto:Marisol.Ordonez@sanfordfl.gov">Marisol.Ordonez@sanfordfl.gov</a> <a href="mailto:Purchasing@sanfordfl.gov">Purchasing@sanfordfl.gov</a>
<b>City of Punta Gorda-</b> 326 W Marion Ave, Punta Gorda, FL <b>F2019109A1E1</b> <b>FEMA Compliant Contract</b> <b>State of Emergency Contract</b>	Sanitation & Disinfection Services to remove Pathogenic Bacteria, COVID-19 Per Project Value	Anne Heinen (941) 575-3368 <a href="mailto:Aheinen@pgorda.us">Aheinen@pgorda.us</a>
<b>Counties</b>		
<b>Flagler County</b> 1769 E Moody Blvd, Bunnell, FL <b>RFP20-051</b> <b>FEMA Compliant Contract</b> <b>5-Years Contract</b>	Remediation Services- Cooperative Procurement Per Project Value	Holly Scott (386) 313-4008 <a href="mailto:hduurance@flaglercounty.org">hduurance@flaglercounty.org</a>
<b>Manatee County</b> 1112 Manatee Ave W, Bradenton, FL <b>ITQ 20-R074220GE</b> <b>5-Years Contract</b>	Mold and Water Damage Remediation Services Per Project Value	George Earnest (941) 749-3044 <a href="mailto:George.Earnest@mymanatee.org">George.Earnest@mymanatee.org</a>
<b>Brevard County</b> 2725 Judge Fran Jamieson Way, Viera, FL <b>B-7-21-25</b> <b>FEMA Compliant Contract</b> <b>4-Years Contract</b>	Floor Cleaning-Countywide Per Project Value	Stephanie Reynolds (321) 617-7390 Ext. 59336 <a href="mailto:Stephanie.Reynolds@brevardfl.gov">Stephanie.Reynolds@brevardfl.gov</a>
<b>Brevard County</b> <b>Q-4-21-15</b> <b>FEMA Compliant Contract</b> <b>5-Years Contract</b>	Trauma Scene Clean up- Countywide	Isidro Rivera Alicea (321) 617-7390 Ext. 5-56049 <a href="mailto:Isidro.Rivera-Alicea@brevardfl.gov">Isidro.Rivera-Alicea@brevardfl.gov</a>
<b>Pasco County-IFB-CA-19-124</b> 7536 State St, New Port Richey, FL <b>5-Years Contract</b>	As-needed Water Intrusion and Fire Restoration Services \$100,000+	Christopher Arnone (727) 847-8194 <a href="mailto:Carnone@pascocountyfl.net">Carnone@pascocountyfl.net</a>
<b>Osceola County-</b> 1 Courthouse Square, Kissimmee, FL <b>RFP19-10971-VJ &amp;</b> <b>5-Years Contract</b> <b>AR-19-11116-HL</b> <b>5-Years Contract</b>	Indoor Air Quality Remediation Services on a Task Authorization & Countywide Carpet Cleaning Per Project Value	Valentina Johnson (407) 742-0900 <a href="mailto:Valentina.Johnson@osceola.org">Valentina.Johnson@osceola.org</a> Heidi Lockwood (407) 742-0927 <a href="mailto:Heidi.Lockwood@osceola.org">Heidi.Lockwood@osceola.org</a>
<b>Levy County</b> 310 School St., Bronson, FL 32621 <b>RFP 2021-002</b> <b>6 Years Contract</b>	Remediation Services Per Project Value	Alicia Tretheway (352) 486-5218 Ext. 2 <a href="mailto:Tretheway-ali@levycounty.org">Tretheway-ali@levycounty.org</a>



**EXPERIENCE (Continued)**

<b>School Districts</b>		
<b>Seminole County School Board-</b> 400 E Lake Mary Blvd, Sanford, FL 19200030B-CB <b>FEMA Compliant Contract</b> <b>5-Years Contract</b>	Fire, Flood and Bio-Hazard Remediation Per Project Value	Chris Breese (407) 320-0237 <a href="mailto:breesecz@scps.k12.fl.us">breesecz@scps.k12.fl.us</a>
<b>Bay District Schools-RFP20-04</b> 1150 W. 17 <sup>th</sup> St, Panama City, FL <b>FEMA Compliant Contract</b> <b>3-Years Contract</b>	Disaster Mitigation Remediation Services Per Project Value	Dan Fuller (850) 767-4100 <a href="mailto:Fulled@bay.k12.fl.us">Fulled@bay.k12.fl.us</a>
<b>Orange County Public Schools</b> 445 W Amelia St, Orlando, FL ITB1505102 - <b>FEMA Compliant Contract</b> <b>State of Emergency Contract</b>	Emergency Response Clean Up Services (Remediation Services)	Cassandra Palm (407) 317-3200, Ext. 200-2446 <a href="mailto:Cassandra.Palm@ocps.net">Cassandra.Palm@ocps.net</a>
<b>Citrus County School Board</b> CCSB ITB-2020-64	Incidental Carpet & Floor Cleaning	Shawn Marie Comiskey (352) 726-1937, Ext. 2418 comiskeys@citrusschools.org
<b>Private Sector and Authorities</b>		
<b>OUC</b> RFP 21-4846 OQ <b>5 Years Contract</b>	General Contractor Services	Cindy Luttfiring (407) 434-2954, Ext. 42954 Cluttfiring@ouc.com
<b>Mount Sinai</b> 4300 Alton Road, Miami Beach, FL 33140 <b>5 Years Contract</b>	Emergency Response Maintenance & Repairs	Samantha Nagy (305) 674-2178 Samantha.Nagy@MSMC.Com
<b>Seminole State College</b> 100 Weldon Boulevard, Sanford, FL 32773 Ref.# 0000250216	Prequalified Construction Contractor	Greg Long (407) 708-2174 longg@seminolestate.edu
<b>Gainesville Housing Authority</b> 1900 SE 4 <sup>th</sup> Street, Gainesville, FL 32641	Mold Remediation Services for Several Properties	Vince Marino (352) 317-7060-cell (352) 872-5500-office VinceM@gnvha.org
<b>City of Seabrook, Texas</b>		
<b>City of Seabrook</b> 1700 First St., Seabrook, TX 77586 RFP 2021-09 <b>FEMA Compliant Contract</b> <b>5 Years Contract</b>	Disaster Restoration & Recovery Services	Brad Goudie (281) 291-5699 bgoudie@seabrooktx.gov



## SIMILAR PROJECTS (ADDITIONAL INFORMATION)

### Pictures of Past Projects/Related Experience:

- 4) St. Michael and All Angels Episcopal Church, 123 W. Sale Road, Lake Charles, LA 70605  
Contact Information: CPG Insurance Adjuster, Kevin Smith (212) 592-6275, [ksmith@cpg.org](mailto:ksmith@cpg.org)

Additional Information/Summary of Services Performed at Lake Charles, LA 70605

Type of Service: Water Damage Remediation Services after Hurricane Laura, Lake Charles, LA

### Comments/Summary:

Hydradry Inc. arrived at the Church after Hurricane Laura on August 29, 2020. Upon arriving onsite, the church's roof was torn off during the storm causing severe water damage throughout the entire church. Through our inspection process of the church, there were multiple areas that were still flooded. Walls were saturated and bubbling from the amount of water that accumulated. Ceilings were collapsing from the weight of the water. The tile and vinyl flooring were starting to warp, pop up, buckle, and bubble from being flooded. When you opened cabinets, water would pour out of them. There was also a tremendous amount of debris everywhere from the roof being torn off the building. Thermal imaging showed that almost every room was affected by Hurricane Laura. After doing the initial inspection and documenting everything with photographs, Hydradry put together a plan on how to remediate the church in the fastest, but safest feasible way. Two 30 yards dumpsters were ordered for the affected building materials that would be removed throughout the duration of the project. Hydradry's team went through room by room and meticulously removed all damaged, saturated, compromised building materials while sorting through what could be salvaged for the church and properly cleaning the items and moving them into an unaffected area for safety. Two 20kW generators were brought into power Air Filtration Devices and power tools to assist on the remediation. A portable 40 tons air conditioner unit and 100kW generator were delivered and set up properly for the unaffected areas. This was done because during the Hurricane, the air conditioner units on the roof were damaged and would not be functional. The portable air conditioner unit helped controlled the temperature and humidity levels in the unaffected areas. This was necessary due to the number of delicate items that were fragile, the amount of wood in the areas, and the age of some of the items in the area. It was Hydradry's goal to preserve what we could for the church. A temporary roof was needed on the Church to help protect the work we were doing to the church from the natural elements. After removing all the affected, damaged, and compromised building materials from the church, the Hydradry's team started the proper cleaning by doing a HEPA sandwich. A HEPA sandwich is the most effective way to remove any contaminants. It consists of using a HEPA vacuum to clean the semi-porous and non-porous items, followed by a wet, heavy cleaning using an anti-microbial wash, and then implementing another round of HEPA vacuuming. Once the church was properly cleaned, Hydradry placed a 900kBtu drying furnace to dry the structure of the building to ensure the church would be ready to be rebuilt properly.

The Hydradry team of technicians led by their supervisor was able to accomplish the goal of remediating the Church in under 30 days. They did this while following the IICRC S500 and S520 and OSHA safety regulations to properly remediate the church and have it ready for rebuild in a timely manner. Proper communication was key during this project, as it take many hands to get approvals or the necessary equipment in place to accomplish the goal.

See pictures of the Church in the following page.







Note: Hydradry was able to rescue several historical articles from the Church.

## I. RECOMMENDATION LETTERS



Professional References

REFERENCE FORM

	<b>Hydrady Inc.</b> 3615 N. Apopka Vineland Rd Orlando, FL 32818 (407) 290-0567
<b>The Next Line To Be Completed by the Firm Being Referenced:</b>	
Firm: <b>Levy County, Attn: Alicia Tretheway</b>	

Please provide your response below. If additional information provided, please add it on a separate sheet.


<b>This Section To Be Completed by the Reference Provider:</b>	
What specific services did this firm provide? <u>Remediation / Water Extraction</u>	
Was the firm responsive to your needs and requests?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was there good communication between the client and the firm?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the firm proactive in resolving problems and disputes?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the staff professional and knowledgeable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Were the services completed on time and within budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has this firm ever been awarded a repeat contract by your Organization for similar services?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Would you award a contract to this firm again for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How would you rate the overall performance of the firm?	
<input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Comments: <u>Immediate response to EISA Water Damage in Several Bldgs. Very responsive came out to our location within 2 hours</u>	
Name of Person Providing Information:	
<u>Alicia Tretheway</u> Printed name	<u>Alicia Tretheway</u> Signature
Title: <u>Procurement Coord.</u>	Phone: <u>352-426-5218 ext. 2</u>
Company/Agency: <u>Levy County BOCC</u>	Date: <u>3/28/2022</u>

**Professional References**

**REFERENCE FORM**

	<b>Hydradry Inc.</b> 3615 N. Apopka Vineland Rd Orlando, FL 32818 (407) 290-0567
<b>The Next Line To Be Completed by the Firm Being Referenced:</b>	
Firm: <b>Mount Sinai Medical Center, Attn: Samantha Nagy</b>	

Please provide your response below. If additional information provided, please add it on a separate sheet.

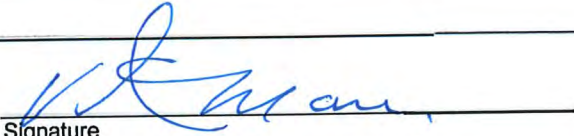
<b>This Section To Be Completed by the Reference Provider:</b>	
What specific services did this firm provide? <b>Water remediation</b>	
Was the firm responsive to your needs and requests?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was there good communication between the client and the firm?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the firm proactive in resolving problems and disputes?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the staff professional and knowledgeable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Were the services completed on time and within budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has this firm ever been awarded a repeat contract by your Organization for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Would you award a contract to this firm again for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How would you rate the overall performance of the firm?	
<input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Comments: <b>Hydradry is very responsive and has risen to the level of urgency needed for each issue they have been called in to address. Their communication is during and after service is exceptional. Following the completion of a project the reports they provide are highly detailed and comprehensive. I would highly recommend them.</b>	
Name of Person Providing Information:	
<b>Samantha Nagy</b>	
Printed name	Signature
Title: <b>Associate VP of Facilities &amp; Government Relations</b>	Phone: <b>305-674-2178</b>
Company/Agency: <b>Mount Sinai Medical Center</b>	Date: <b>03/29/2022</b>

**Professional References**

**REFERENCE FORM**

	<b>Hydradry Inc.</b> 3615 N. Apopka Vineland Rd Orlando, FL 32818 (407) 290-0567
<b>The Next Line To Be Completed by the Firm Being Referenced:</b>	
<b>Firm:</b> Gainesville Housing Authority-Vince Marino	

Please provide your response below. If additional information provided, please add it on a separate sheet.


<b>This Section To Be Completed by the Reference Provider:</b>	
What specific services did this firm provide? <u>Mold remediation services for numerous projects</u>	
Was the firm responsive to your needs and requests?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was there good communication between the client and the firm?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the firm proactive in resolving problems and disputes?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the staff professional and knowledgeable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Were the services completed on time and within budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has this firm ever been awarded a repeat contract by your Organization for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Would you award a contract to this firm again for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How would you rate the overall performance of the firm? <input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Comments: _____ _____	
Name of Person Providing Information: <u>Vince Marino</u>	
Printed name	Signature 
Title: <u>Building officer</u>	Phone: <u>352-317-7060 cell 352-872-5500 office</u>
Company/Agency: <u>Gainesville Housing Authority</u> Date: <u>29 March 2022</u>	

**Professional References**

**REFERENCE FORM**

	<b>Hydradry Inc.</b> 3615 N. Apopka Vineland Rd Orlando, FL 32818 (407) 290-0567
<b>The Next Line To Be Completed by the Firm Being Referenced:</b>	
Firm: <b>City of Orlando, Attn: Jim Peters</b>	

Please provide your response below. If additional information provided, please add it on a separate sheet.

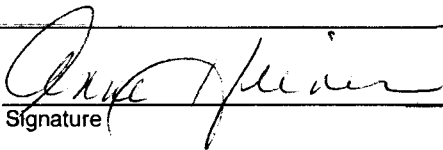
<b>This Section To Be Completed by the Reference Provider:</b>	
What specific services did this firm provide?	<u>Remediation</u>
Was the firm responsive to your needs and requests?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was there good communication between the client and the firm?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the firm proactive in resolving problems and disputes?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the staff professional and knowledgeable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Were the services completed on time and within budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has this firm ever been awarded a repeat contract by your Organization for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Would you award a contract to this firm again for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How would you rate the overall performance of the firm?	
<input checked="" type="checkbox"/> Excellent	<input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory
Comments: _____	
Name of Person Providing Information:	
<u>Bryan R. Haines</u>	
Printed name	Signature
Title: <u>Facilities Project Coordinator</u>	Phone: <u>321-231-2089</u>
Company/Agency: _____	Date: _____

**Professional References**

**REFERENCE FORM**

	<b>Hydradry Inc.</b> 3615 N. Apopka Vineland Rd Orlando, FL 32818 (407) 290-0567
<b>The Next Line To Be Completed by the Firm Being Referenced:</b>	
Firm: <u>City of Punta Gorda-Anne Heinen</u>	

Please provide your response below. If additional information provided, please add it on a separate sheet.

<b>This Section To Be Completed by the Reference Provider:</b>	
What specific services did this firm provide?	Covid 19 - Fogging and cleanup
Was the firm responsive to your needs and requests?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was there good communication between the client and the firm?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the firm proactive in resolving problems and disputes?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Was the staff professional and knowledgeable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Were the services completed on time and within budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has this firm ever been awarded a repeat contract by your Organization for similar services? <u>First time Service</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Would you award a contract to this firm again for similar services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How would you rate the overall performance of the firm?	
<input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory	
Comments: <u>Very responsive, knowledgeable and Great to work with.</u>	
Name of Person Providing Information:	
<u>Anne Heinen</u> Printed name	 Signature
Title: <u>Procurement Manager</u>	Phone: <u>941-575-3368</u>
Company/Agency: <u>City of Punta Gorda</u>	Date: <u>4/1/2022</u>

# **J. Remediation Process by Hydradry Inc.**

## **(Power Point Presentation)**





Serving Florida Statewide



# Exclusive Presentation For Remediation Services

CALL 24/7 – (877) 379-3696  
3615 N. Apopka Vineland Road  
Orlando, FL 32818  
[WWW.HYDRADRY.COM](http://WWW.HYDRADRY.COM)

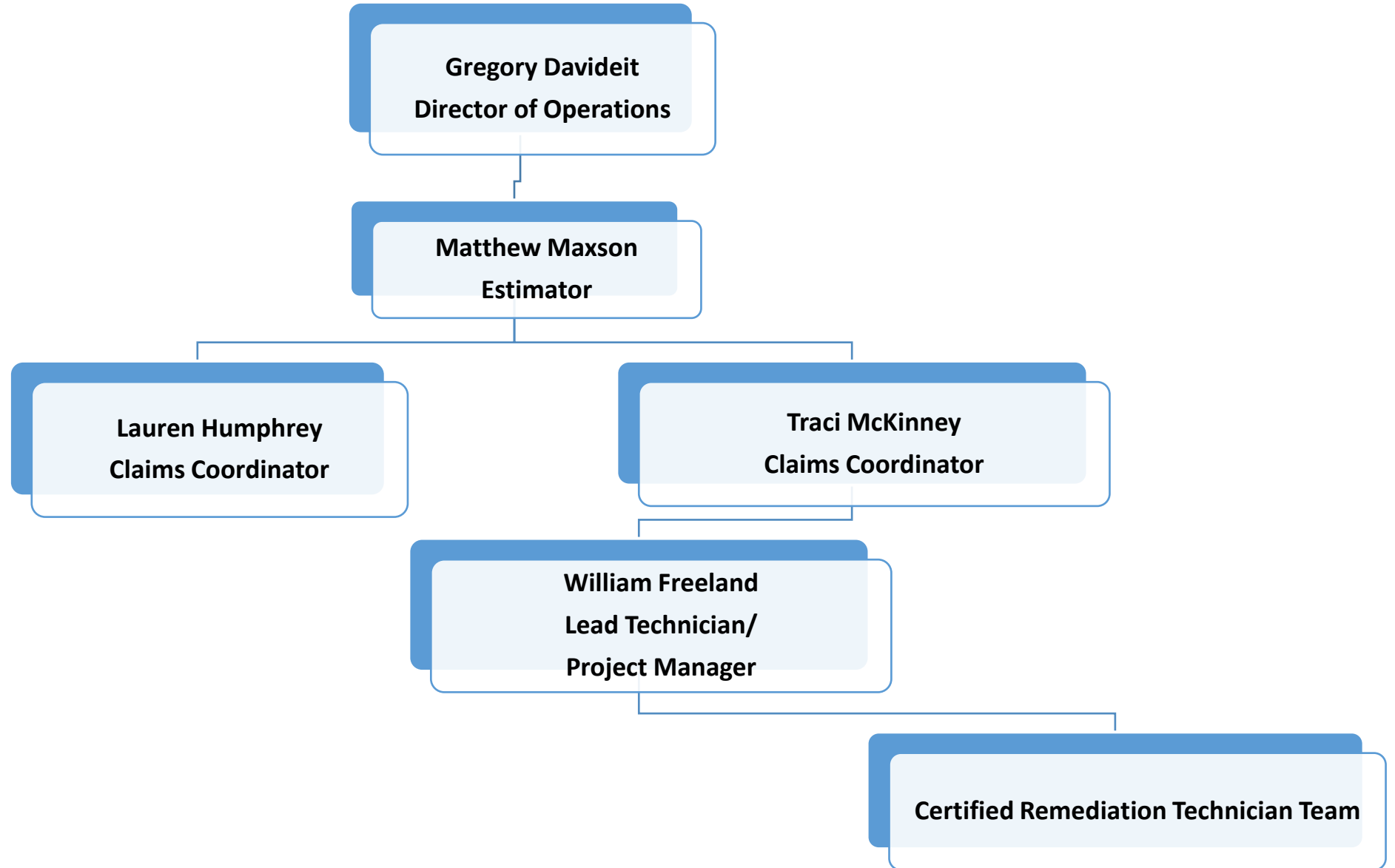


# Overview

- **Hydradry Inc.'s Team**
- **Description of Services**
- **Why Hydradry Inc.?**
- **Goals**



# Hydradry Inc.'s Team – 24/7



# Description of Services

- Mold & Water Remediation
- Sewage Remediation
- Fire & Smoke Remediation
- Wind Damage
- COVID-19 Disinfecting & Decontamination
- Contents Packout
- Biohazard & Biomedical Generator & Transporter
- General Contractor (License No. CGC1525607)
- And More...



# Mold & Water Remediation Facts:

5



- It only takes up to 48 hours for mold to grow and multiply.
- Floods, leaking plumbing and a leaking roof can cause mold, discoloration, odors and more.
- Every mold damage scenario is different and requires a unique solution.
- Mold remediation is essential before more issues occur.
- Exposure to mold can cause several health issues such as; throat irritation, nasal stuffiness, eye irritation, cough, and wheezing, as well as skin irritation in some cases. Exposure to mold may also cause heightened sensitivity depending on the time and nature of exposure.
- Deodorization products control odors meaning from microorganisms which flourish in excessive moisture. Germicides & Anti-Microbial disinfection products arrest the growth of bacteria, fungi, mildew, and other harmful microorganisms.
- Air Quality and Surface testing needs to be performed. Test should be evaluated by a licensed hygienist and an official report with the results needs to be provided to clients.

# Dehumidification:

## “The New Science of Restorative Drying “

- **HYDRADRY**® dehumidifiers like our **MD-30** Hydronic trailer mounted dehumidifier have the ability to remove water and moisture from drywall, plaster, interior paint, cement floors, carpets, insulation, and basements.
- Dehumidifiers selected by **HYDRADRY**® are capable of **reducing** high humidity and moisture levels to normal levels quickly.
- Water content and moisture that is not removed through extraction must be removed by dehumidification to prevent further permanent damage.
- The dehumidifier condenses the collected water vapor back into water, pumps it out, and continues to circulate dry air within the building.



# Inspection Tools: Water, Fire, Mold, Leak Detection & Air Quality Testing



*We Rescue You From*

**WATER • FIRE • MOLD**

# Sewage Remediation



HEALTH HAZARD



PROPERTY  
DAMAGE

- Estimates of survival time for harmful bacteria:

Organism	Substrate	Survival Time
<i>E. coli</i>	Water	> 100 days
<i>Enterococcus</i>	Dry Surfaces	> 24 hours
<i>Staphylococcus aureus</i>	Hospital dry surface	> 9-11 days
<i>E. coli</i>	Lettuce	> 25 days
<i>E. coli</i>	Soil	> 60 days
<i>E. coli</i> H37	Soil	> 15 weeks



# Fire & Smoke Remediation

- ❖ Fires can quickly create dangerous conditions and destroy property. Smoke and soot damage, both of which lead to discoloration, harmful odors, and contamination in the home.
- ❖ The Full Extent of the Damage. How many materials are affected by smoke or fire? What is the proper method for cleaning? Will your personal belongings need to be relocated while your house is restored?



# Wind Damage

➤ **Wind** disasters contribute to tremendous physical **destruction**, injury, loss of life, and economic **damage**. The **effects** of Wind Disasters may not be limited to **wind damage**, as concurrent heavy rains and flooding often wreak additional havoc.

➤ Types of Storm Damage:

- Hail
- Wind
- Impact Damage
- Water Damage



# COVID-19 Disinfecting & Decontamination Services

- **Cleaning** removes dirt and most germs and is usually done with soap and water.
- **Disinfecting** kills most germs, depending on the type of chemical, and only when the chemical product is used as directed on the label.
- **Decontamination** reduces the microbial contamination of materials or surfaces and is accomplished through the use of a chemical disinfectant.
- **Disinfection** refers to the elimination of virtually all pathogenic organisms on inanimate objects and surfaces thereby reducing the level of microbial contamination to an acceptably safe level. Disinfection is accomplished through the use of chemical disinfectants.



# Construction Clean up

- ❑ Cleaning up a commercial construction site is no small task—with projects spanning thousands of square feet and requiring an immense amount of materials, getting the area clean and ready for use once everything is said and done can take ages. However, when you leave it to the experienced Restoration and Cleanup professionals from Hydradry, you can trust that we will get the job done quickly and thoroughly.
- ❑ **We can help you with cleanup after each of the following:**
  - Superstore buildouts
  - Shopping center construction
  - Re-builds
  - Hospital construction
  - Veterinary office construction
  - Industrial space build-outs
  - Large building construction



# Additional Services Offered

---

- **Contents Packout-Xactware** software **ContentsTrack** to pack out and pack back client's inventory.
- **Biohazard & Biomedical Generator and Transporter-Hazardous waste** not only poses risks to the surrounding air, water, and soil, but also do harm to the ecological environment and human health. The **management of hazardous wastes** is of great **importance** due to **environmental** health, social, and economic impacts.
- **Licensed General Contractor Services**-Having a **license** is critical because it protects both parties from anything that might go wrong during the process. (Demolition and Rebuild)
- **And More...**

# Why Hydradry Inc.?

- **We work with you.** Hydradry will work with you on your project, large or small.
- **Our People** (Hydradry's Core Values: Respect, Integrity, Collaboration, Innovation & Excellence)
- **Staff Training** (Emphasis on Safety & Training)
- **Communication & Information Technology** (24/7, Virtual Assistance using the platform Microsoft Office Team (video conference))
- **Documentation** (House Call Pro (Scheduling Software), Mica & Contents Track (Xactware))
- **Energy & Utilities** (Generators)
- **Transportation** (22 vehicles-Trucks, Vans equipped with truck mounts, dump trailers, storm trailers, mobile office sites, etc.)
- **Resources** (Climate-Controlled storage facilities, and Locations: Orlando, Tampa & Dallas, TX)
- **Uniforms & Identification** (Professional Image)
- **We've got an excellent reputation.** We are well known in the industry for providing quality services for our clients. They keep coming back to utilize our expertise every time, translating to a high rate of repeat customers.

A central graphic for Hydradry Inc. featuring the company name 'HYDRADRY INC.' in large white letters on a dark blue background. The name is surrounded by various services and values in different colors: 'Mitigation' (blue), 'Communication' (purple), 'Quality' (yellow), 'Mold' (green), 'Water' (blue), 'Fire' (red), 'COVID-19 Disinfection & Decontamination' (green), 'Time' (yellow), 'Professional' (blue), '24/7' (red), 'Disaster Recovery Services' (red), 'Hurricane' (yellow), 'General Contractor' (orange), 'Construction Cleaning' (blue), 'Thermal Inspection' (yellow), and 'Since 1974' (white). The word 'REMEDIATION' is written vertically on the left, 'Leak Detection' on the right, and 'Resources' vertically in the center. 'Experience' is written vertically on the far right.



# Goals



Hydradry will maintain good communication paths.



Hydradry will follow all rules and regulations regarding Safety Management.



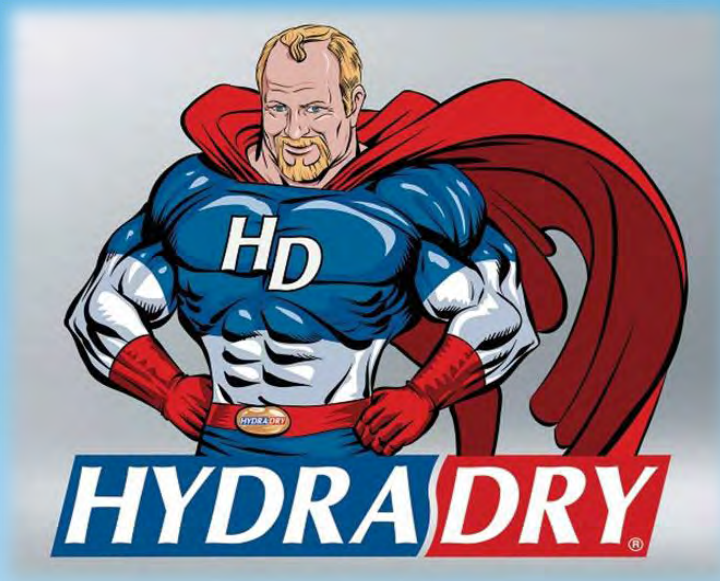
Hydradry will maintain performance standards that are clear, concise and measurable.



Hydradry will be time flexible with your busy schedule and emergency situations.



Hydradry's Service is available 24/7 with a live representative.



**Orlando, FL Corporate Office**

3615 N Apopka Vineland Rd.  
Orlando, FL 32818

**Tampa, FL Office**

4813 N. Hale Ave  
Tampa, FL 33614

**North Richland Hills, TX Office**

8200 Northeast Parkway  
North Richland Hills, TX 76182

**CALL 24/7 – (877) DRY DOWN/**

**(877) 379-3696**

**[www.Hydradry.com](http://www.Hydradry.com)**





## City of Bunnell, Florida

### Agenda Item No. H.3.

Document Date: 5/5/2022 Amount: \$41,000  
Department: Finance Account #:  
Subject: Award Contract for RFP 2022-02 - Professional Auditing Services for Fiscal Years ended 2022, 2023, 2024 & 2025  
Agenda Section: New Business:  
Goal/Priority: Financial Stability/Sustainability, Organizational Excellence

#### ATTACHMENTS:

Description	Type
Firm Ranking	Report
Engagement Letter James Moore & Co	Contract
Contract Addendum	Contract
Auditor Selection Committee Minutes 5-2-22	Minutes

#### Summary/Highlights:

The Auditor Selection Committee has completed the required process and is recommending award of RFP 2022-02 - Professional Auditing Services to top ranked firm, James Moore & Company. The scoresheet/ranking is attached and recommendation/rankings are as follow:

- 1) James Moore & Company - 94 points
- 2) Purvis Gray & Company - 87.5 points
- 3) Carr, Riggs & Ingram - 80 points

#### Background:

The current contract with James Moore and Company expired with completion of the Fiscal Year 2021 audit. The Commission approved resolution 2022-03 which established an auditor selection committee as required by Florida Statutes and appointed Commissioner Tina-Marie Schultz to Chair the committee. Other committee members included Leslie Appleman, Ciara Dudkewic and Gary Masten.

The Committee met on March 22nd and approved RFP 2022-02 and the evaluation criteria. The RFP was released on March 28th and proposals were due on April 19th. The committee met on April 26th to discuss the proposals received and ensure that minimum criteria was met. The committee decided to invite all 3 firms to make a presentation to the committee and to answer questions. After the presentations on May 2nd, the committee scored the proposals (scoresheet attached). The committee must rank the firms and make recommendation to the City Commission.

**Staff Recommendation:**

- 1) Approve and sign the engagement letter to award James Moore & Company the contract for audit services for Fiscal Years ending 2022, 2023, 2024 & 2025 with the option for 1 additional 4 year term if agreed to by both parties.
- 2) The Committee will not have another meeting so we need the Commission to approve the minutes from the last Auditor Selection Committee meeting held on May 2nd, 2022.
- 3) Sunset the Committee and thank the members of the committee who volunteered their time to assist the city with this important process.

**City Attorney Review:**

**Finance Department Review/Recommendation:**

Approve

**City Manager Review/Recommendation:**

Reviewed

City of Bunnell

Auditor Selection Committee - RFP 2022-02 Professional Auditing Services Firm Rankings

	Carr, Riggs & Ingram	James Moore & Co.	Purvis Gray & Co.
Mandatory Elements	Yes	Yes	Yes
Expertise and Experience (Up to 70 points) 1)The firm's past experience and performance on comparable government engagements. 2)The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.	57.5	70	64.5
Audit Approach (Up to 15 points) 1)Adequacy of proposed staffing plan for various segments of the engagement. 2)Adequacy of sampling techniques and analytical procedures.	12.5	15	15
Price (Up to 10 points)	10	9	8
State Certified Minority Business Enterprise (5 points if yes)	0	0	0
Total (Up to 100 points)	80	94	87.5

Commissioner Tina-Marie Schultz

Auditor Selection Committee Chair



Signature

5-2-2022

Date



May 3, 2022

To the Honorable Mayor and City Commissioners,  
City of Bunnell, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bunnell, Florida (the City) as of September 30, 2022, 2023, 2024, and 2025, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the years ended September 30, 2022, 2023, 2024, and 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Pension and OPEB schedules

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Nonmajor fund combining schedules (if applicable)
2. Budgetary comparison schedules (if applicable)
3. Schedule of expenditures of federal awards and state financial assistance (if applicable)

#### **Data Collection Form**

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

#### **Audit of the Financial Statements**

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

### **Reporting on Key Audit Matters**

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

### **Significant Risks Identified**

We have identified the following preliminary significant risks of material misstatement as part of our audit planning:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

### **Audit(s) of Major Program and/or Major Project Compliance**

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with

requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.



We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;

15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Additional Examination Engagements**

You have requested that we examine the City's compliance for the fiscal years ended September 30, 2022, 2023, 2024, and 2025, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the City complied in all material respects with the Statutes.

### *Practitioner Responsibilities*

We will conduct our examination in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. An examination-level attestation engagement involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. The procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement or misrepresentation of the subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or misrepresentations may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential.

### *Management Responsibilities*

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the design, implementation, and maintenance of internal control relevant to the Statutes, which is the best means of preventing or detecting errors or fraud;
2. For selecting and determining the suitability and appropriateness of the criteria upon which compliance with the Statutes will be evaluated; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
  - b. Additional information that we may request from management for the purpose of the examination; and
  - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

### *Reporting*

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Nonattest Services**

We will perform the following nonattest services: preparation of financial statements, preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Shanea Stankiewicz, Finance Director) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

James Halleran is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<b>Year Ending September 30,</b>	<b>Audit Fee</b>	<b>Preparation of Financial Statements</b>	<b>Single Audit Fee Per Major Program (if applicable)</b>	<b>Total</b>
2022	\$32,000	\$5,000	\$4,000	\$41,000
2023	\$33,600	\$5,300	\$4,200	\$43,100
2024	\$35,200	\$5,600	\$4,400	\$45,200
2025	\$36,900	\$5,900	\$4,600	\$47,400

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal. The City is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the City. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2025, new engagements can be entered into for an up to one additional four-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

City of Bunnell, Florida

May 3, 2022

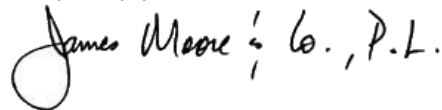
Page 11

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the City of Bunnell, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Bunnell, Florida.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Attachment A**  
**James Moore and Co., P.L.**  
**Standard Terms and Conditions**

The terms and conditions set forth below are incorporated into the engagement letter agreement pursuant to which James Moore & Co., P.L. (“JMCO”, the “Firm”) will provide services to City of Bunnell, Florida (“Client”).

1. **Management’s Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client’s management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and; therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter (“Representative”) as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail.
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail.

5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client’s data, information and personnel. Client shall be responsible for the performance of Client’s employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.
6. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
7. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment being due from Client. Upon written notification of termination, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination. Suspension of work or termination of the engagement may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of the engagement shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO’s net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO’s personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other’s information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client’s confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party’s confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert



a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure.
10. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
11. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client's employees or former employees/contractors for our critiques of employee performance and (3) third party use of JMCO work product. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.
12. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless a Statement of Work specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention.
13. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in

question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party.

14. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.
15. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.
16. **Use of Third Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Those services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
17. **Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this agreement. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity,

Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.

- 18. Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.
- 19. Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA’s panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the “Arbitration Panel”). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys’ fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute.

20. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee’s last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, client will pay 3 months’ salary of the employee to JMCO.
21. **Posting and Distribution of Information** – JMCO’s permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO’s work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO’s work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO. Except as prohibited by law and/or regulation, client agrees to indemnify JMCO, defend using counsel of JMCO’s choosing and hold JMCO harmless from any and all claims that may arise from any differences between electronic and original signed versions of JMCO’s work product.
22. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
23. **Additional Work** – From time to time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter shall govern the additional work.
24. **Entire Agreement** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida’s choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.



CPAs & Advisors

## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

April 23, 2021

To the Members  
James Moore & Co., P.L.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Haddox Reid Eubank Betts PLLC*

**CITY OF BUNNELL, FLORIDA**  
**STANDARD CONTRACT ADDENDUM**

**THIS STANDARD CONTRACT ADDENDUM** is made and entered into this 23rd day of May, 2022, by and between the CITY OF BUNNELL, a Florida municipality, hereinafter referred to as the “City”, and JAMES MOORE & CO., P.L., hereinafter referred to as “Contractor”, concerning that certain engagement letter dated the 3rd day of May, 2022 (“Agreement”).

**WITNESSETH:**

**WHEREAS**, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

**WHEREAS**, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process;

**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; and

**WHEREAS**, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

**1. Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

**2. Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) 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, CITY OF BUNNELL, CITY CLERK, AT 201 W. MOODY BLVD, BUNNELL, FLORIDA 32110**

**3. Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the City 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 Volusia County Circuit Court on an expedited basis to enforce the requirements of this section.

**4. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

**5. Non-appropriation.** City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been

appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**6. E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

**7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**8. Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Volusia County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.



9. **Additional Terms.** Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. The City reserves the right to terminate this Agreement at any time for any reason. If the City terminates this Agreement for any reason other than the negligence of the Contractor, the City will pay only for work already performed in accordance with paragraph 7 of Attachment "A" as if the Contractor had terminated the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Cait Walker  
Witness  
Print Name: Caitlan Walker

Zach Chalifour  
Witness  
Print Name: Zach Chalifour

**Contractor:** James Moore & Co., P.L.

James Halleran  
Signature  
Print Name: James Halleran  
Title: Partner  
Date Signed by Contractor: 5/12/2022

**CITY OF BUNNELL**

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

ATTEST:

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

Date signed by CITY: 5/23/2022

Approved as to form and sufficiency

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



## AUDITOR SELECTION COMMITTEE MINUTES

Tuesday, May 02, 2022

3:00 PM

604 E. Moody Blvd. # 4

Bunnell, FL 32110

---

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

Commissioner Tina-Marie Schultz and Chair of the Committee called the meeting to order and led the pledge to the Flag.

### B. Roll Call:

**Present:** Commissioner Tina-Marie Schultz; Gary Masten; Leslie Appleman; Ciara Dudkewic; Deputy City Clerk Bridgitte Gunnells  
Present by conference phone: Finance Director Shanea Stankiewicz

### C. Approval of Minutes:

#### C.1. Approval of April 26, 2022, minutes.

Commissioner Schultz stated the minutes were amended to update the corrected spelling of Ciara Dudkewic

**Motion:** Approve Minutes as Amended

**Motion by:** Tina Marie Schultz

**Second by:** Gary Masten

**Board Discussion:** None

**Vote:** Motion carried unanimously

### D. Committee Discussion

#### D.1. Firm presentations for Professional Auditing Services

Presenting for Carr, Riggs & Ingram was Amy Miller CPA.

She reported on the firm's history and credentials. She introduced the Audit Team and their qualifications. Presenting for James Moore Firm was James Halleran, CPA. Mr. Halleran introduced his team and spoke on the firm's qualifications. He reported their extensive experience working with Government. The last presentation was introduced by Barbara Boyd, CPA with the firm of Purvis Gray. She stated she has exclusively worked with local governments for fifteen years. introduced the proposed audit team and qualifications. Commissioner Schultz asked each firm the same series of questions, and asked if they had questions they may have for the committee. Committee member, Gary Masten asked each group presenting to give a brief statement on their education and background.

After the presentations Finance Director Shanea Stankiewicz explained to the committee members how to use the score sheets for their evaluations. Score sheets were completed by each committee member and totals reported to the finance director. A total of the combined scores were presented to the committee and the Deputy Clerk Bridgitte Gunnells gave each member copies of the sealed proposals. After discussion the Committee completed the ranking of each firm and will present their recommendations to the Commission.

**E. Announcement of Next Meeting**

The committee concluded after ranking the firms another meeting would not be necessary. The committee asked if this item could be brought before the Commission at the May 23<sup>rd</sup> Commission meeting.

**F. Call for Adjournment.**

**Motion:** Adjourn

**Motion by:** Gary Masten

**Seconded by:** Leslie Appleman

**Vote:** Motion carried unanimously

**Meeting Adjourned:** 5:32 PM

\_\_\_\_\_  
Chair/Commissioner Tina-Marie Schultz

\_\_\_\_\_  
Bridgitte Gunnells, Deputy 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

### ATTACHMENTS:

Description

City Manager Report- April 2022

Type

Exhibit

# City Manager's Monthly Report



Dr. Alvin B. Jackson, Jr.  
City Manager  
For April 2022

Published: May 2022

April 11, 2022

In accordance with the City Charter, Mayor Robinson, Commissioner Barnes and Commission Shultz were sworn into office following the March 8, 2022 Municipal Election.



April 23-25, 2022

Mayor Robinson, City Manager Jackson and Chief Brannon traveled to Tallahassee for the 2022 Florida Law Memorial Event. Sergeant Dominic Guida was honored during the event.



# State of the City: April 25, 2022

In accordance with the City Charter, the State of the City was held at the second Commission Meeting in April. The State of the City Address is the time when the Mayor reports on what happened in the City in the previous year. Refreshments were catered by World Plate, a local business in the City of Bunnell. Prior to the State of the City Address, a number of proclamations were presented, including ones for Crime Victims' Rights Weeks, National Public Safety Telecommunicators Week, and Municipal Clerks' Week.





## City Commission Mission Statement

The City Commission of the City of Bunnell is dedicated to providing its citizens, businesses and visitors with quality services that ensure Life, Liberty and the Pursuit of Happiness!

A hand holding a blue marker next to the text "WHY ARE WE HERE?". The text is written in a blue, hand-drawn font.

## Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.” - Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.

## Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

## Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

## Park Updates, Facility Rentals and Garage Sale Permits

All City parks are open. Parks operate during daylight hours (ie. dawn to dusk).

**The City is accepting applications for the rental of parks and other available facilities. Applicants are required to turn in a completed application with sufficient time to process the rental request. If renting a City facility AND providing a bounce house or water slide for your event, you are required to provide an insurance certificate to the City.**



### FACILITY ALERTS

- Coquina City Hall located at 200 S. Church Street is not currently available to rent.
- Due to on-going vandalism at JB King park, security cameras were recently installed and activated. The City is exploring the cost to install cameras at other City parks.



### Garage Sale Permits:

The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department. Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year. Speak with the staff in Utility Billing for any questions regarding Garage Sale Permits 386-437-7500 x 3.

## Information Technology

Security cameras at JB King Park are now available on the internet. It is currently on a cellular modem, so it is very slow. However, it is only the one building right now. The purchase order for a second phase for this park would be 2 additional cameras and tying the buildings together with wireless bridges. The install for phase 2 is set for first week in May.

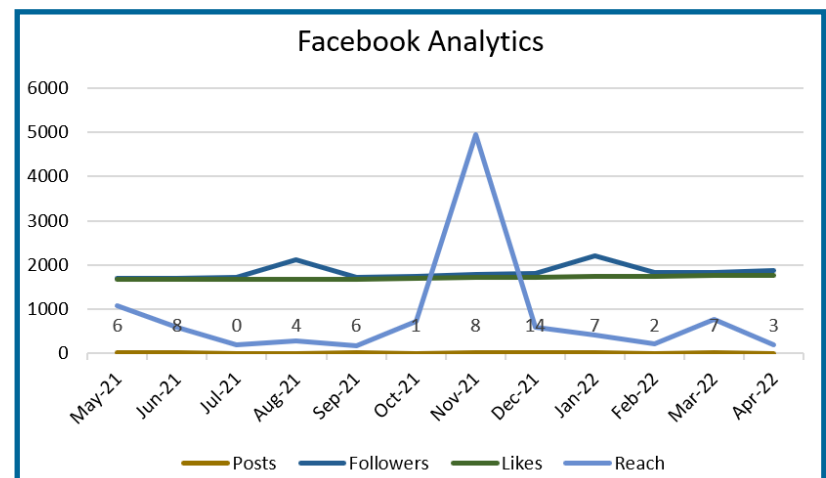
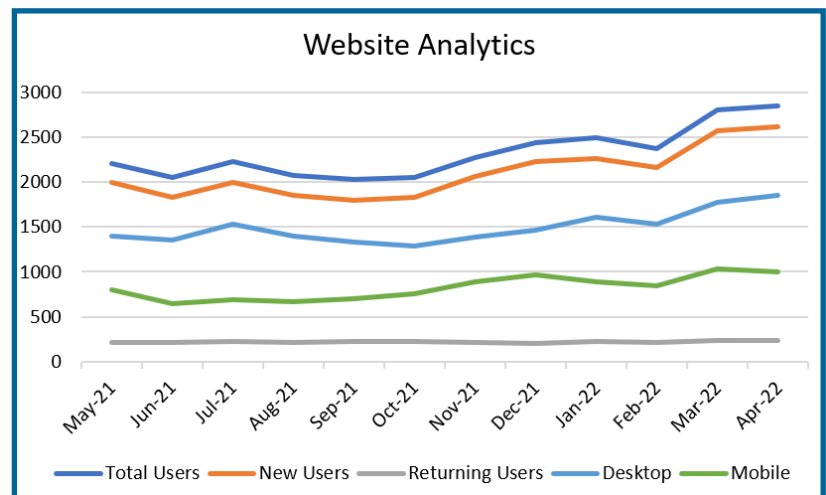
Since the Coquina Building is closed indefinitely, the internet connection has been terminated. The technology equipment has been removed from the building. An internet connection was ordered for Versie Lee Mitchel Community Center. Some of the equipment from Coquina, and a cabinet to secure it in will be ordered and installed at VLMCC bringing wireless internet access to the building.

ADT completed a second phase install at the Police Department. Adding several more cameras, and access control to the evidence building. The PD has requested the servers currently housed in the evidence building be relocated to the trailer. Ordered an equipment rack to make that happen, and relocated 2 of their 3 servers. The last server can not be moved until Spectrum completes the internet install in the trailer.

Working on getting prices for our annual hardware refresh. This is typically done around the first of the year, but has ben delayed this year. Did a quick review to update the inventory database. And because many laptops were purchased last year using COVID funds, working these devices into the replacement program. Some will be replaced early. Hopefully with all of the still existing supply chain issues we will have no problems in obtaining this new hardware. However without a workspace, it will be interesting to see how long it takes me to get this equipment out once received.

### Top 10 web pages:

- |                     |                       |
|---------------------|-----------------------|
| 1. Home Page        | 6. Contacts Directory |
| 2. Open Positions   | 7. Human Resources    |
| 3. Agendas          | 8. Voluntary Boards   |
| 4. Police           | 9. Community          |
| 5. Building Permits | 10. Forms             |



## City Clerk Office

The City Clerk Office published agendas for all City's Public meetings: 2 City Commission Meetings, the Code Board Meeting,, the Planning Zoning and Appeals Board Meeting and 2 Auditor Selection Committee Meetings.

The Clerk's Office also worked on the following issues throughout the month:

- Facility projects– the Versie Lee Mitchell Community Center gutter replacement; moving Municipal Park; expansion of security cameras at JB King Park
- Preparing for 2022 Charter Review Committee
- Going through official records to get ready to destroy those eligible for destruction per State guidelines; storage of official City records due to pending sale of 201 W. Moody Blvd.
- Working with City Attorney and City Planner on mass rezoning for 800+ parcels
- Working with NEFRC and City Planner for adoption of EAR Amendment and submittal of the adoption package
- Planned and hosted State of the City
- RFP 2022-01 Remediation Services for Coquina City Hall Bid opening, Selection Committee Meeting and working on agenda item to award the Bid
- Interviews for new HR Administrator; backing up Human Resources for other matters like open enrollment and job postings

## Business Tax Receipts (BTRs)

Since 2013, the City has had an Interlocal Agreement with the Flagler County Tax Collector Office for processing these renewals. The Interlocal Agreement was ended this year. Moving forward, the City will process all of its own BTR renewals. The Clerk's Office starts preparing for the upcoming BTR renewal season in April/May. Notices will be sent out in June. We are still processing BTR renewals for the current fiscal year– these are businesses who still have not paid the fees as noticed June 2021.

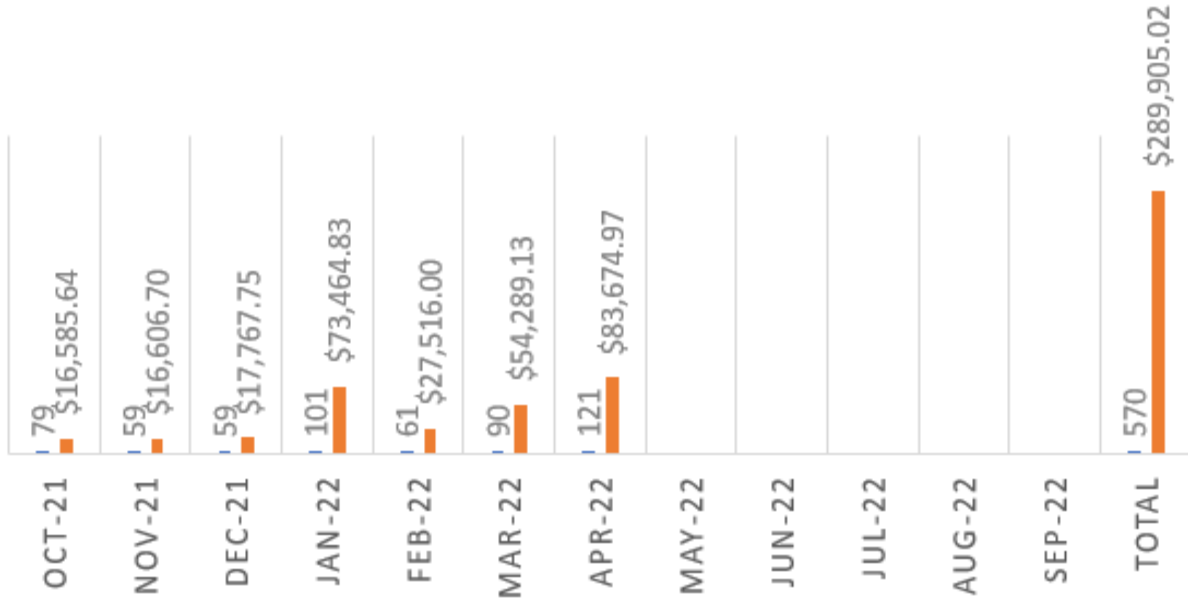
Businesses should have paid their FY21/22 BTR fees by September 30, 2021. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by **September 30, 2021**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st. There are still businesses which have not renewed their BTR.

***Businesses with questions about their BTR should call the City Clerk Office at 386-437-7500***

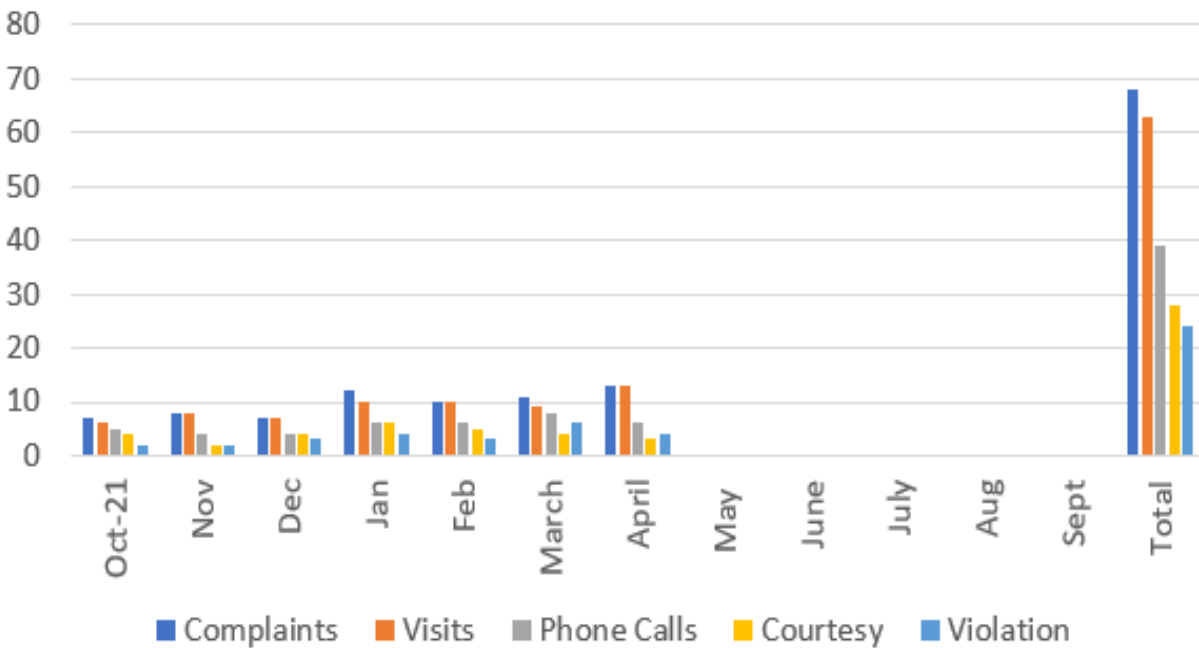
# Community Development

## PERMITS

■ # of Permits ■ Permit Amount

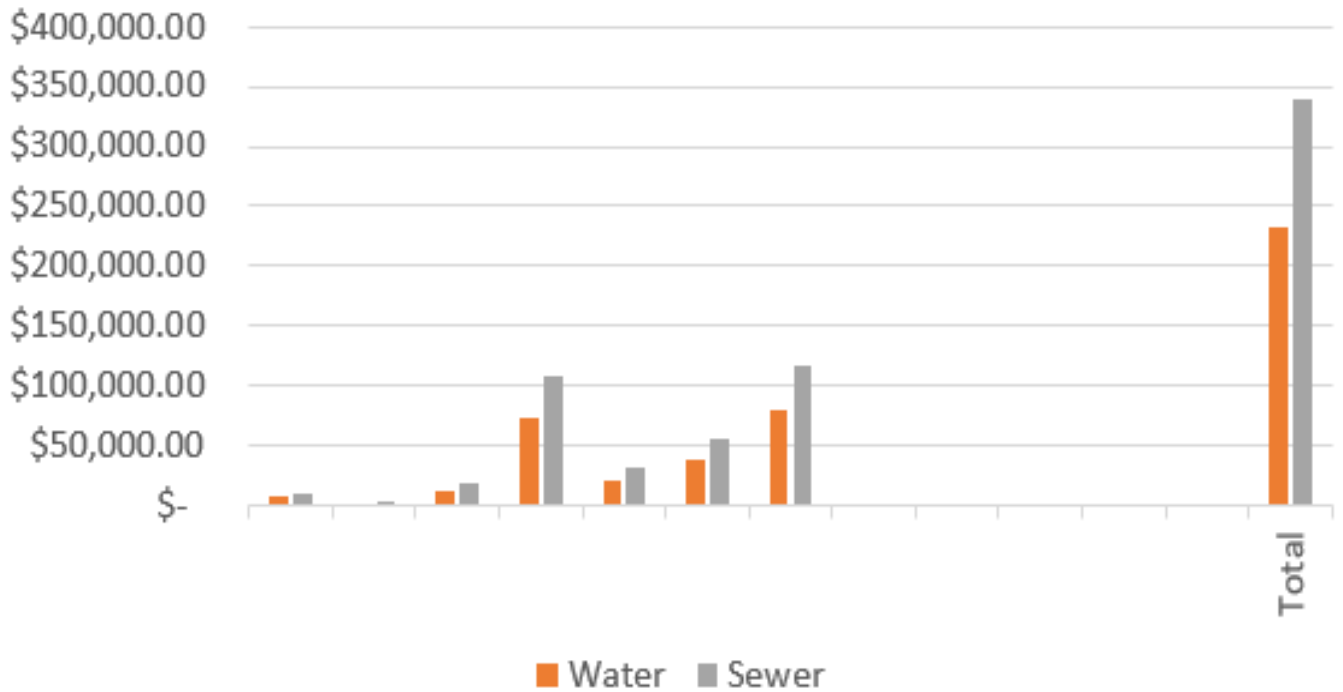


## Code Enforcement

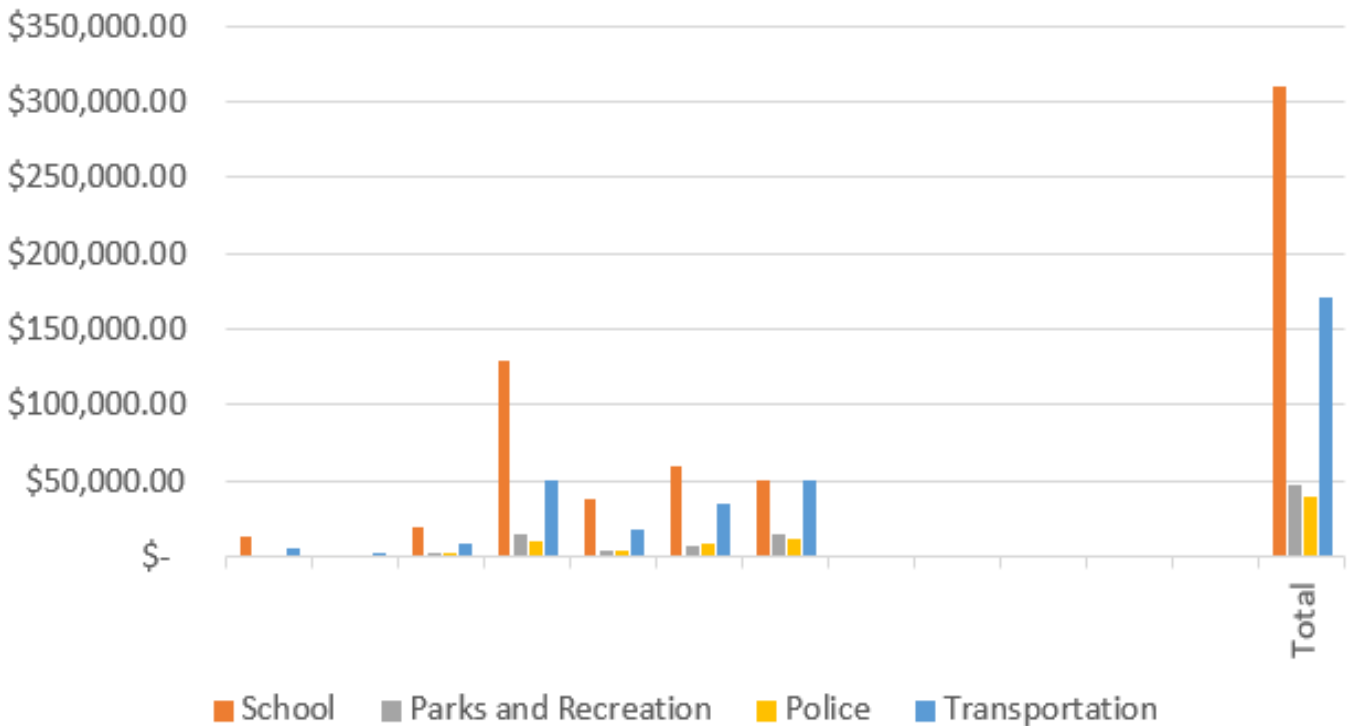


# Community Development

### Impact fees Water/Sewer



### Impact Fees General Fund



## Projects

<b>Grant Projects:</b>	<b>Expense</b>	<b>Grant Amt</b>
Community Development Block Grant (CDBG) - Hyman: Design and bid documents in process.	\$7,500	\$700,000
Hazard Mitigation Grant Program (HMGP) - Mobile Generators: Grant closeout in process. Final inspection concluded.	\$122,411	\$122,411
2022 REDI - Sewer Slip Lining Rehabilitation - Phase 4: Cleaning, lining, and punch list complete. Final payment in process.	\$441,895	\$500,000
HMGP COVID-19 Pandemic (DR-4486) - Westside Phase 3: Application withdrawn. Project doesn't meet grant qualifications.		\$350,000

<b>Master Plan Projects:</b>	<b>Funding Amt</b>
WWTP Rehab/Expansion Construction Funding: SRF Loan Agreement received for review and signature.	\$12,000,000
Water Protection Grant Funding This grant funding opportunity became available through Florida Department of Environmental Protection's Protect FL Together program. The amount applied for is 50% of the estimated construction cost with a required 50% local match. Could be used with SRF loan if awarded both. Notice of selection for project funding received. Agreement in process.	\$7,080,000

<b>In-House Projects:</b>	<b>Expense</b>	<b>Budget</b>
Stormwater Culvert Installation - 804 Fifth This is an internal project managed by the City's Infrastructure Public Works Department. Involves installation of grass retention swales and conveyance culverts in the place of the current ditches. Planning and material acquisition in process.	\$3,530	\$15,000

## Infrastructure

### Capacities WTP/WWTP

- Capacity for the WWTP in April 2022 was 72% with a total of 3.83" of rainfall. Total influent flow for the month was 12.962MG, with a Daily Average of 0.432MG
- The WTP produced 10.260MG of drinking water, with a daily production average of 0.330MG in April 2022.
- Total Billed Meters April 2022- 2071

## Police Department

Activity	April 2022	April 2021	YTD 2022
<b>Part 1 Offenses Reported</b>			
Homicide	0	0	1
Aggravated Assault	0	2	2
Sexual Battery	1	1	2
Burglary	3	1	7
Larceny	2	2	10
Arson	0	0	0
Auto Theft	0	1	5
<b>Calls for Service</b>	1986	2958	7361
<b>Arrest Warrants Served</b>	4	4	14
<b>Arrests</b>			
Felony	7	8	30
Misdemeanor	6	15	45
<b>Additional Arrest Charges</b>			
Felony	0	4	14
Misdemeanor	4	5	24
<b>Criminal Charges SAO Review</b>			
Felony	0	0	2
Misdemeanor	0	0	8
<b>Traffic Stops</b>	196	186	618
Citations	16	16	76
Written Warnings	48	*	166
<b>Security Checks</b>	721	1115	2404
<b>Community Policing</b>	509	1131	2282
<b>Public Records Requests</b>	46	*	143

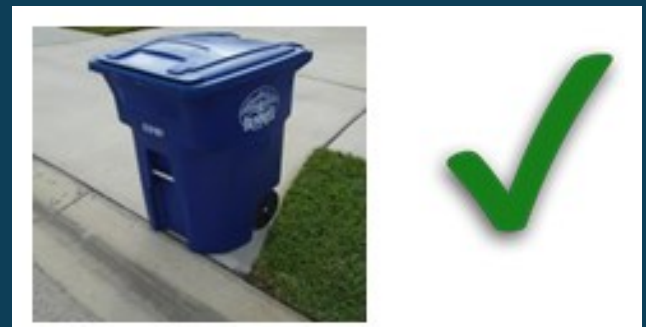


## Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	118.19 Tons	9.09
Residential Recycle	32.19 Tons	2.48
Yard Waste	108 Yards	5.4
Commercial Garbage	200.48 Tons	15.42
Commercial Cardboard	28.9 Tons	2.22
Scrap Metal	2.3 Tons	.66
Construction & Demolition and Bulk debris	34.86 Tons	9.96

### Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 feet of clearance on each side of all carts and ANY obstruction
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck is on your street.
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.



*Failing to follow the guidelines may result in service interruption (i.e. the City won't be able to collect your solid waste that day)*

## Solid Waste Fiscal Year Comparisons

	FY 19/20	FY 20/21	FY 21/22 (as of 4/30/2022)
Commercial Solid Waste	1960.54 Tons	1995.58 Tons	1371.90 Tons
Residential Solid Waste	1380.89 Tons	1546.61 Tons	841.49 Tons
Cardboard & Recycle	585.98 Tons	623.3 Tons	366.67 Tons
Yard Waste	1593.00 Yards	1153 Yards	681 Yards
Construction & Debris (C&D)	315.51 Tons	574.58 Tons	173.95 Tons
Scrap/Misc.	12.789 Tons	4.27 Tons	8.63 Tons
<b>Yearly Total</b>	<b>5848.71</b>	<b>5897.34</b>	<b>3443.64</b>