

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

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

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



*Crossroads of Flagler County*

**COMMISSIONERS:**

**TONYA GORDON**

**TINA-MARIE SCHULTZ**

**PETE YOUNG**

## **BUNNELL CITY COMMISSION MEETING**

**Monday, January 22, 2024**

**7:00 PM**

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

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

**Roll Call**

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

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

**B.1.** Presentation: Honoring Mayor Catherine D Robinson for Service to the Northeast Florida Regional Council (Elizabeth Payne)

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

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

a. January 22, 2024 Warrant

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

a. January 8, 2024 City Commission Minutes

**C.3.** Request Approval of Amendment to Contract 2023-01 with The Collage Companies for Phase 2 of the Bunnell Administration/Police Department Design Build Project.

**C.4.** Request to appoint Janice Catoggio as a regular member of the Planning, Zoning and Appeals Board to fill a vacated seat.

### **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 2024-01 Requesting the Voluntary Contraction of the City's Boundaries

for 10+/- acres of property located at 100 Favoretta Road. - First Reading

- E.2.** Ordinance 2024-02 Requesting the Voluntary Contraction of the City's Boundaries for 5+/- acres of property located at 85 East Twin Lakes Road. - First Reading

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

**G. Old Business: None**

**H. New Business:**

- H.1.** Request Approval of Agreement #2024-02 and Purchase Order with Data Flow Systems, LLC for Lift Station SCADA

**I. Reports:**

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

**J. Call for Adjournment.**

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

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

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

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

*Posted by City Clerk's office on January 16, 2024*



## City of Bunnell, Florida

### ATTACHMENTS:

Description

Warrant 1/22/2024

Type

Warrant



City of Bunnell, FL

# Expense Approval Register

Packet: APPKT08296 - 01.22.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Advanced Environmental Laboratories, Inc.</b>					
	01/01/2024	Advanced Environmental La...	Lab Testing	404-0535-535.3400	4,663.53
			<b>Vendor Advanced Environmental Laboratories, Inc. Total:</b>		<b>4,663.53</b>
<b>Vendor: Alpha General Services</b>					
	10/31/2023	Alpha General Services	1/2 HP, 115 V, 1 PH, W/20' EP	404-0535-535.5264	2,347.80
			<b>Vendor Alpha General Services Total:</b>		<b>2,347.80</b>
<b>Vendor: Blue Cross Blue Shield of Florida</b>					
	01/08/2024	Blue Cross Blue Shield of Flor...	FCL January 2024	001-2184000	1,759.40
	01/08/2024	Blue Cross Blue Shield of Flor...	FCL January 2024	001-2184500	81.17
	12/07/2023	Blue Cross Blue Shield of Flor...	FCL December 2023	001-2184000	2,047.87
			<b>Vendor Blue Cross Blue Shield of Florida Total:</b>		<b>3,888.44</b>
<b>Vendor: C.A.P. Government, Inc.</b>					
	12/21/2023	C.A.P. Government, Inc.	Services through Novemeber...	118-0524-524.3401	3,000.00
			<b>Vendor C.A.P. Government, Inc. Total:</b>		<b>3,000.00</b>
<b>Vendor: Carl Eric Johnson, Inc</b>					
	12/08/2023	Carl Eric Johnson, Inc	2nd cable	401-0533-533.4640	164.34
	12/08/2023	Carl Eric Johnson, Inc	3rd cable	401-0533-533.4640	126.16
	12/08/2023	Carl Eric Johnson, Inc	1st cable	401-0533-533.4640	126.16
			<b>Vendor Carl Eric Johnson, Inc Total:</b>		<b>416.66</b>
<b>Vendor: Charter Communications</b>					
	01/01/2024	Charter Communications	100 Utility 01.01.24-01.31.24	001-0512-512.4100	400.00
	12/21/2023	Charter Communications	200 Tolman 12.26.23-1.25.24	404-0535-535.4100	111.40
			<b>Vendor Charter Communications Total:</b>		<b>511.40</b>
<b>Vendor: City of Bunnell - WS O&amp;M</b>					
	11/29/2023	City of Bunnell - WS O&M	02-2050-09 Dec 2023	001-0572-572.4300	54.98
	11/29/2023	City of Bunnell - WS O&M	02-3191-00 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	03-0161-00 Dec 2023	001-0572-572.4300	174.79
	11/29/2023	City of Bunnell - WS O&M	02-2503-00 Dec 2023	001-0572-572.4300	174.89
	11/29/2023	City of Bunnell - WS O&M	04-2181-00 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	03-1541-00 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	04-3031-00 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	02-2070-07 Dec 2023	001-0572-572.4300	491.24
	11/29/2023	City of Bunnell - WS O&M	02-2080-08 Dec 2023	001-0572-572.4300	495.56
	11/29/2023	City of Bunnell - WS O&M	043360-01 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	03-4991-00 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	06-0327-01 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	03-0545-00 Dec 2023	001-0572-572.4300	175.47
	11/29/2023	City of Bunnell - WS O&M	02-2060-09 Dec 2023	001-0572-572.4300	506.48
	11/29/2023	City of Bunnell - WS O&M	04-3032-00 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	03-5151-00 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	04-0170-02 Dec 2023	001-0572-572.4300	174.60
	11/29/2023	City of Bunnell - WS O&M	03-0320-01 Dec 2023	001-0572-572.4300	768.38
	11/29/2023	City of Bunnell - WS O&M	04-1140-01 Dec 2023	001-0572-572.4300	545.56
	11/29/2023	City of Bunnell - WS O&M	03-5260-01 Dec 2023	001-0572-572.4300	1,546.91
	11/29/2023	City of Bunnell - WS O&M	03-5240-01 Dec 2023	001-0572-572.4300	817.96
	11/29/2023	City of Bunnell - WS O&M	01-5270-01 Dec 2023	001-0572-572.4300	365.52
	11/29/2023	City of Bunnell - WS O&M	03--0370-01 Dec 2023	001-0572-572.4300	3,006.83
	11/29/2023	City of Bunnell - WS O&M	01-0040-01 Dec 2023	001-0572-572.4300	895.88
			<b>Vendor City of Bunnell - WS O&amp;M Total:</b>		<b>11,766.45</b>
<b>Vendor: Colonial Life &amp; Accident Insurance Company</b>					
	12/07/2023	Colonial Life & Accident Insu...	Colonial Life December 2023	001-2185000	1,170.26
			<b>Vendor Colonial Life &amp; Accident Insurance Company Total:</b>		<b>1,170.26</b>

## Expense Approval Register

Packet: APPKT08296 - 01.22.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Culligan Water Products</b>					
	12/31/2023	Culligan Water Products	5Gal Water	001-0521-521.5100	38.50
				<b>Vendor Culligan Water Products Total:</b>	<b>38.50</b>
<b>Vendor: DG Hardware, Inc.</b>					
	12/28/2023	DG Hardware, Inc.	Yellow Paint for sidewalk	001-0541-541.5200	36.68
				<b>Vendor DG Hardware, Inc. Total:</b>	<b>36.68</b>
<b>Vendor: Environmental Land Services of Flagler County, Inc</b>					
	01/05/2024	Environmental Land Services...	Services through 12.29.23-1...	402-0534-534.3400	4,701.90
	12/29/2023	Environmental Land Services...	Services for 12.22.23-12.28.23	402-0534-534.3400	4,068.98
				<b>Vendor Environmental Land Services of Flagler County, Inc Total:</b>	<b>8,770.88</b>
<b>Vendor: Expert Chemical Sales &amp; Service LLC</b>					
	12/20/2023	Expert Chemical Sales & Serv...	Trash Bags	001-0541-541.5200	330.00
				<b>Vendor Expert Chemical Sales &amp; Service LLC Total:</b>	<b>330.00</b>
<b>Vendor: Ferguson US Holdings, Inc</b>					
	10/30/2023	Ferguson US Holdings, Inc	Parts for forcemain break Oti...	404-0535-535.5200	122.83
				<b>Vendor Ferguson US Holdings, Inc Total:</b>	<b>122.83</b>
<b>Vendor: Ferguson Waterworks #3650</b>					
	12/22/2023	Ferguson Waterworks #3650	LF 3/4 STRT meter coup	401-0533-533.5264	100.37
	12/22/2023	Ferguson Waterworks #3650	Meter Boxes	401-0533-533.5264	1,162.50
	12/22/2023	Ferguson Waterworks #3650	LF 3/4 STRT meter coup	404-0535-535.5264	100.38
	12/22/2023	Ferguson Waterworks #3650	Meter Boxes	404-0535-535.5264	1,162.50
				<b>Vendor Ferguson Waterworks #3650 Total:</b>	<b>2,525.75</b>
<b>Vendor: Flagler County Board of County Commissioners</b>					
	12/12/2023	Flagler County Board of Coun...	Nov Fuel Reimbursement	001-0521-521.5210	4,606.76
				<b>Vendor Flagler County Board of County Commissioners Total:</b>	<b>4,606.76</b>
<b>Vendor: Flagler Humane Society</b>					
	12/31/2023	Flagler Humane Society	December 2023	001-0562-562.3402	2,240.70
				<b>Vendor Flagler Humane Society Total:</b>	<b>2,240.70</b>
<b>Vendor: Florida Health Care Plans, Inc.</b>					
	01/08/2023	Florida Health Care Plans, Inc.	T 23 Jan 2024	001-2184000	2,617.44
	01/08/2024	Florida Health Care Plans, Inc.	T 66 Jan 2024	001-2184000	49,012.65
	01/08/2024	Florida Health Care Plans, Inc.	Retiree Jan 2024	001-2184500	1,692.61
				<b>Vendor Florida Health Care Plans, Inc. Total:</b>	<b>53,322.70</b>
<b>Vendor: Gregory Fields</b>					
	12/18/2023	Gregory Fields	Disply Box, Engraved Award	001-0541-541.4900	75.00
				<b>Vendor Gregory Fields Total:</b>	<b>75.00</b>
<b>Vendor: Guardian Alliance Technologies, Inc</b>					
	12/31/2023	Guardian Alliance Technologi...	Monthly Screening Reports	001-0521-521.4900	40.00
				<b>Vendor Guardian Alliance Technologies, Inc Total:</b>	<b>40.00</b>
<b>Vendor: Hawkins Inc</b>					
	01/05/2024	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,088.13
	12/22/2023	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	720.00
	12/22/2023	Hawkins Inc	WTP Chemicals	404-0535-535.5200	1,305.00
	12/29/2023	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	1,372.75
	12/08/2023	Hawkins Inc	WTP Chemicals	401-0533-533.5205	540.00
				<b>Vendor Hawkins Inc Total:</b>	<b>5,025.88</b>
<b>Vendor: Kenneth W Harris</b>					
	12/19/2023	Kenneth W Harris	Safety Footware Reimburse...	001-0541-541.5220	84.99
				<b>Vendor Kenneth W Harris Total:</b>	<b>84.99</b>
<b>Vendor: Language Line Services Inc</b>					
	12/31/2023	Language Line Services Inc	Over the phone interpretation	001-0512-512.4100	2.24
				<b>Vendor Language Line Services Inc Total:</b>	<b>2.24</b>
<b>Vendor: Lawmen's &amp; Shooters' Supply</b>					
	10/16/2023	Lawmen's & Shooters' Supply	Case 9mm Luger	001-0521-521.5200	269.47
				<b>Vendor Lawmen's &amp; Shooters' Supply Total:</b>	<b>269.47</b>

## Expense Approval Register

Packet: APPKT08296 - 01.22.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Liberty National Life Insurance</b>					
	01/08/2023	Liberty National Life Insurance	Global Life December 2023	001-2185000	770.80
			<b>Vendor Liberty National Life Insurance</b>	<b>Total:</b>	<b>770.80</b>
<b>Vendor: MacData LLC</b>					
	12/31/2023	MacData LLC	Police Dept Volunteer	001-0521-521.4900	40.00
			<b>Vendor MacData LLC Total:</b>		<b>40.00</b>
<b>Vendor: Municipal Emergency Services, Inc</b>					
	11/08/2023	Municipal Emergency Service...	Subdued Patches	001-0521-521.5220	215.50
	12/27/2023	Municipal Emergency Service...	Mens 4 pocket pants 18in Tie	001-0521-521.5220	121.38
	12/05/2023	Municipal Emergency Service...	Name Bar	001-0521-521.5220	37.58
			<b>Vendor Municipal Emergency Services, Inc Total:</b>		<b>374.46</b>
<b>Vendor: NextEra Energy Inc</b>					
	01/05/2024	NextEra Energy Inc	01235-95431 Jan 2024	001-0521-521.4300	12.97
	01/05/2024	NextEra Energy Inc	01408-42220 Jan 2024	404-0535-535.4300	102.78
	01/05/2024	NextEra Energy Inc	04369-52212 Jan 2024	404-0535-535.4300	29.74
	01/05/2024	NextEra Energy Inc	04799-99278 Jan 2024	001-0519-519.4300	73.05
	01/05/2024	NextEra Energy Inc	05365-06116 Jan 2024	404-0535-535.4300	33.00
	01/05/2024	NextEra Energy Inc	08857-07703 Jan 2024	401-0533-533.4300	4,289.00
	01/05/2024	NextEra Energy Inc	09445-94365 Jan 2024	404-0535-535.4300	31.07
	01/05/2024	NextEra Energy Inc	14322-90094 Jan 2024	001-0572-572.4300	36.78
	01/05/2024	NextEra Energy Inc	14391-64359 Jan 2024	001-0524-524.4300	127.73
	01/05/2024	NextEra Energy Inc	16239-97200 Jan 2024	001-0541-541.4300	36.83
	01/05/2024	NextEra Energy Inc	19639-02331 Jan 2024	001-0521-521.4300	12.97
	01/05/2024	NextEra Energy Inc	23515-07823 Jan 2024	401-0533-533.4300	26.43
	01/05/2024	NextEra Energy Inc	24515-76322 Jan 2024	001-0572-572.4300	407.73
	01/05/2024	NextEra Energy Inc	25840-57588 Jan 2024	001-0541-541.4300	27.35
	01/05/2024	NextEra Energy Inc	26391-00821 Jan 2024	404-0535-535.4300	35.01
	01/05/2024	NextEra Energy Inc	28635-95142 Jan 2024	001-0572-572.4300	56.88
	01/05/2024	NextEra Energy Inc	29732-82177 Jan 2024	001-0521-521.4300	12.97
	01/05/2024	NextEra Energy Inc	34080-03816 Jan 2024	404-0535-535.4300	163.31
	01/05/2024	NextEra Energy Inc	37390-07957 Jan 2024	001-0541-541.4300	3,588.60
	01/05/2024	NextEra Energy Inc	37400-05982 Jan 2024	001-0541-541.4300	211.83
	01/05/2024	NextEra Energy Inc	38244-16469 Jan 2024	404-0535-535.4300	298.13
	01/05/2024	NextEra Energy Inc	39472-13538 Jan 2024	404-0535-535.4300	36.01
	01/05/2024	NextEra Energy Inc	46834-52215 Jan 2024	404-0535-535.4300	30.33
	01/05/2024	NextEra Energy Inc	47533-10046 Jan 2024	404-0535-535.4300	82.64
	01/05/2024	NextEra Energy Inc	48483-68421 Jan 2024	001-0519-519.4300	90.03
	01/05/2024	NextEra Energy Inc	48784-38110 Jan 2024	001-0519-519.4300	30.69
	01/05/2024	NextEra Energy Inc	56811-06810 Jan 2024	001-0541-541.4300	234.56
	01/05/2024	NextEra Energy Inc	56821-04848 Jan 2024	001-0541-541.4300	30.06
	01/05/2024	NextEra Energy Inc	56831-02874 Jan 2024	001-0541-541.4300	90.20
	01/05/2024	NextEra Energy Inc	59268-64496 Jan 2024	401-0533-533.4300	103.21
	01/05/2024	NextEra Energy Inc	60520-97182 Jan 2024	001-0521-521.4300	12.97
	01/05/2024	NextEra Energy Inc	66101-01831 Jan 2024	001-0572-572.4300	49.22
	01/05/2024	NextEra Energy Inc	66311-06884 Jan 2024	001-0541-541.4300	40.04
	01/05/2024	NextEra Energy Inc	67305-62219 Jan 2024	001-0541-541.4300	29.74
	01/05/2024	NextEra Energy Inc	67468-67586 Jan 2024	001-0541-541.4300	27.35
	01/05/2024	NextEra Energy Inc	68117-21478 Jan 2024	001-0521-521.4300	12.97
	01/05/2024	NextEra Energy Inc	69938-28117 Jan 2024	001-0521-521.4300	30.99
	01/05/2024	NextEra Energy Inc	76171-09884 Jan 2024	404-0535-535.4300	117.03
	01/05/2024	NextEra Energy Inc	79034-46115 Jan 2024	001-0521-521.4300	12.97
	01/05/2024	NextEra Energy Inc	82864-01883 Jan 2024	404-0535-535.4300	65.39
	01/05/2024	NextEra Energy Inc	90810-48119 Jan 2024	404-0535-535.4300	29.74
	01/05/2024	NextEra Energy Inc	93326-99348 Jan 2024	001-0521-521.4300	12.97
	01/05/2024	NextEra Energy Inc	95527-02467 Jan 2024	404-0535-535.4300	46.60
	01/05/2024	NextEra Energy Inc	99040-97517 Jan 2024	001-0519-519.4300	69.63
	12/30/2023	NextEra Energy Inc	02735-15254 Dec 2023	001-0519-519.4300	57.57
	12/30/2023	NextEra Energy Inc	06115-08987 Dec 2023	404-0535-535.4300	46.21
	12/30/2023	NextEra Energy Inc	16455-03937 dec 2023	001-0541-541.4300	367.58

## Expense Approval Register

Packet: APPKT08296 - 01.22.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	12/30/2023	NextEra Energy Inc	16525-04919 Dec 2023	404-0535-535.4300	7,555.28
	12/30/2023	NextEra Energy Inc	16885-09957 Dec 2023	404-0535-535.4300	50.10
	12/30/2023	NextEra Energy Inc	27076-01973 Dec 2023	404-0535-535.4300	35.88
	12/30/2023	NextEra Energy Inc	27516-03917 Dec 2023	404-0535-535.4300	134.28
	12/30/2023	NextEra Energy Inc	50935-9318 Dec 2023	001-0519-519.4300	92.12
	12/30/2023	NextEra Energy Inc	51926-14112 Dec 2023	001-0519-519.4300	102.19
	12/30/2023	NextEra Energy Inc	56661-53118 Dec 2023	001-0519-519.4300	93.89
		<b>Vendor NextEra Energy Inc</b>		<b>Total:</b>	<b>19,434.60</b>
<b>Vendor: Nicholson A/C &amp; Heating, Inc.</b>					
	01/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	001-0541-541.4400	29.16
	01/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	001-0549-549.4400	29.17
	01/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	001-0572-572.4400	29.16
	01/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	401-0533-533.4400	29.17
	01/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	402-0534-534.4400	29.17
	01/01/2024	Nicholson A/C & Heating, Inc.	Ice Machine Maintenance	404-0535-535.4400	29.17
		<b>Vendor Nicholson A/C &amp; Heating, Inc. Total:</b>			<b>175.00</b>
<b>Vendor: Pace Analytical Services, LLC</b>					
	12/29/2023	Pace Analytical Services, LLC	Lab Testing	401-0533-533.3401	150.00
		<b>Vendor Pace Analytical Services, LLC Total:</b>			<b>150.00</b>
<b>Vendor: PPLSI Legal Shield</b>					
	01/08/2023	PPLSI Legal Shield	Legal Shield December 2023	001-2185000	318.63
		<b>Vendor PPLSI Legal Shield Total:</b>			<b>318.63</b>
<b>Vendor: Preferred Governmental Insurance Trust</b>					
	01/05/2024	Preferred Governmental Insu...	WC FL 1 0182002 23-21	001-2182000	6,850.25
		<b>Vendor Preferred Governmental Insurance Trust Total:</b>			<b>6,850.25</b>
<b>Vendor: Rayco Funding &amp; Development, Inc</b>					
	12/27/2023	Rayco Funding & Developme...	Hauling of Biosolids	404-0535-535.3400	1,575.00
		<b>Vendor Rayco Funding &amp; Development, Inc</b>	<b>Total:</b>		<b>1,575.00</b>
<b>Vendor: Ring Investments LLC</b>					
	12/27/2023	Ring Investments LLC	Mower Lease	001-0541-541.4400	60,000.00
		<b>Vendor Ring Investments LLC Total:</b>			<b>60,000.00</b>
<b>Vendor: S.R. Bray, LLC</b>					
	12/27/2023	S.R. Bray, LLC	Fuel Analysis, Oil Analysis, & ...	404-0535-535.4640	657.60
	12/27/2023	S.R. Bray, LLC	BATTERY, GROUP 31P	404-0535-535.4600	293.93
	12/27/2023	S.R. Bray, LLC	MILEAGE ROUNDTRIP	404-0535-535.4600	165.00
	12/27/2023	S.R. Bray, LLC	REPAIR LABOR	404-0535-535.4600	2,635.00
	12/27/2023	S.R. Bray, LLC	Environmental Surcharge	404-0535-535.4600	187.76
	12/27/2023	S.R. Bray, LLC	CONTROLLER, BASLER DGC-5...	404-0535-535.4600	1,362.20
	12/27/2023	S.R. Bray, LLC	EXPEDITED SHIPPING	404-0535-535.4600	300.00
	12/27/2023	S.R. Bray, LLC	FUEL ESCALATION FEE	404-0535-535.4600	35.00
	12/27/2023	S.R. Bray, LLC	BATTERY WASHER KIT	404-0535-535.4600	7.43
	12/27/2023	S.R. Bray, LLC	ASCO 300 SERIES CONTROLL...	404-0535-535.4600	1,460.20
		<b>Vendor S.R. Bray, LLC Total:</b>			<b>7,104.12</b>
<b>Vendor: SMA Healthcare Inc</b>					
	01/08/2024	SMA Healthcare Inc	Commission Advance Caterin...	001-0512-512.4900	530.00
		<b>Vendor SMA Healthcare Inc Total:</b>			<b>530.00</b>
<b>Vendor: Staples Inc</b>					
	11/27/2023	Staples Inc	Relocation Fee	001-0524-524.3400	75.00
	11/27/2023	Staples Inc	Relocation Fee	118-0524-524.3400	75.00
		<b>Vendor Staples Inc Total:</b>			<b>150.00</b>
<b>Vendor: Sunshine State One Call of Florida, Inc</b>					
	11/30/2023	Sunshine State One Call of Fl...	Monthly Assessment FY2023...	401-0533-533.3401	43.48
	11/30/2023	Sunshine State One Call of Fl...	Monthly Assessment FY2023...	404-0535-535.3400	43.47
		<b>Vendor Sunshine State One Call of Florida, Inc Total:</b>			<b>86.95</b>

## Expense Approval Register

Packet: APPKT08296 - 01.22.24 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
<b>Vendor: Tampa Crane &amp; Body Acquisition, LLC</b>					
	11/08/2023	Tampa Crane & Body Acquisit..	Hydraulic filter kit for truck 9...	402-0534-534.4620	248.34
<b>Vendor Tampa Crane &amp; Body Acquisition, LLC Total:</b>					<b>248.34</b>
<b>Vendor: Terry Taylor Ford Company</b>					
	01/04/2024	Terry Taylor Ford Company	Oil Change Vehicle #2002	001-0521-521.4620	49.99
	01/05/2024	Terry Taylor Ford Company	Oil Change Vehicle 201	001-0521-521.4620	49.99
<b>Vendor Terry Taylor Ford Company Total:</b>					<b>99.98</b>
<b>Vendor: The Brownwood Hotel and Spa, LLC</b>					
	12/21/2023	The Brownwood Hotel and S...	Elisa Terranova 4.21-4.26	001-0521-521.5500	845.00
<b>Vendor The Brownwood Hotel and Spa, LLC Total:</b>					<b>845.00</b>
<b>Vendor: Tyler Technologies</b>					
	12/31/2023	Tyler Technologies	Transaction Fees Utility Billing	401-0533-533.4900	2,657.73
	12/31/2023	Tyler Technologies	Transaction Fees Utility Billing	402-0534-534.4900	2,658.54
	12/31/2023	Tyler Technologies	Transaction Fees Utility Billing	404-0535-535.4900	2,657.73
	12/31/2023	Tyler Technologies	Utility Billing Subscription	401-0533-533.4900	140.59
	12/31/2023	Tyler Technologies	Utility Billing Subscription	402-0534-534.4900	140.62
	12/31/2023	Tyler Technologies	Utility Billing Subscription	404-0535-535.4900	140.59
<b>Vendor Tyler Technologies Total:</b>					<b>8,395.80</b>
<b>Vendor: UniFirst Corporation</b>					
	12/13/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
	12/20/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	32.62
	12/20/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.89
	12/20/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.45
	12/20/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	29.78
	12/20/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	36.73
	12/20/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	37.43
	12/20/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	35.81
	12/20/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
	12/27/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	32.62
	12/27/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.89
	12/27/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.45
	12/27/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	29.78
	12/27/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	36.73
	12/27/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	20.09
	12/27/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	35.81
	12/27/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
	12/06/2023	UniFirst Corporation	Uniform Rental	001-0521-521.3400	11.92
<b>Vendor UniFirst Corporation Total:</b>					<b>445.76</b>
<b>Vendor: United Rentals (North America), Inc.</b>					
	11/01/2023	United Rentals (North Ameri...	Light Tower Rentals	001-0511-511.4900	264.80
<b>Vendor United Rentals (North America), Inc. Total:</b>					<b>264.80</b>
<b>Vendor: Vision Service Plan</b>					
	12/18/2023	Vision Service Plan	VSP January 2024	001-2184000	1,282.78
<b>Vendor Vision Service Plan Total:</b>					<b>1,282.78</b>
<b>Grand Total:</b>					<b>214,399.19</b>



## Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	156,147.97
118 - BUILDING DEPT FUND	3,075.00
401 - WATER	9,732.60
402 - SOLID WASTE	11,905.07
404 - SEWER	33,538.55
<b>Grand Total:</b>	<b>214,399.19</b>

## Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4900	Other Current Chgs & Ob...	264.80
001-0512-512.4100	Communications Expense	402.24
001-0512-512.4900	Other Current Chgs & Ob...	530.00
001-0519-519.4300	Utilities	609.17
001-0521-521.3400	Other Contract Services	47.68
001-0521-521.4300	Utility - Public Services	121.78
001-0521-521.4620	Repair / Maint - Vehicles	99.98
001-0521-521.4900	Other Current Chgs & Ob...	80.00
001-0521-521.5100	Office Supplies Expenses	38.50
001-0521-521.5200	Operating Supplies	269.47
001-0521-521.5210	Fuel	4,606.76
001-0521-521.5220	Uniforms Exp	374.46
001-0521-521.5500	Training	845.00
001-0524-524.3400	Other Contract Services	75.00
001-0524-524.4300	Utility - Public Services	127.73
001-0541-541.4300	Utility - Public Services	4,684.14
001-0541-541.4400	Rental / Lease Expense	60,029.16
001-0541-541.4900	Other Current Chgs & Ob...	75.00
001-0541-541.5200	Operating Supplies	366.68
001-0541-541.5220	Uniforms Exp	150.23
001-0549-549.4400	Rentals & Leases	29.17
001-0549-549.5220	Uniforms	27.78
001-0562-562.3402	Humane Society Contract	2,240.70
001-0572-572.4300	Utility - Public Services	12,317.06
001-0572-572.4400	Rental / Lease Expense	29.16
001-0572-572.5200	Operating Supplies	42.90
001-0572-572.5220	Uniforms Exp	59.56
001-2182000	WC Payable	6,850.25
001-2184000	Med/Health Employee Li...	56,720.14
001-2184500	Retiree Medical	1,773.78
001-2185000	125 Plans Employee Pay...	2,259.69
118-0524-524.3400	Other Contract Services	75.00
118-0524-524.3401	Bldg/Fire Inspection Exp...	3,000.00
401-0533-533.3401	Other Contract Services	193.48
401-0533-533.4300	Utility - Public Services	4,418.64
401-0533-533.4400	Rental / Lease Expense	29.17
401-0533-533.4640	Repair / Maint - Equipm...	416.66
401-0533-533.4900	Other Current Chgs & Ob...	2,798.32
401-0533-533.5205	Operating Supplies Exp -...	540.00
401-0533-533.5220	Uniforms Exp	73.46
401-0533-533.5264	Small Equipment Purcha...	1,262.87
402-0534-534.3400	Other Contract Services -...	8,770.88
402-0534-534.4400	Rental/Lease - Solid Was...	29.17
402-0534-534.4620	Repair/Maint Vehicles - ...	248.34
402-0534-534.4900	Other Current Charges - ...	2,799.16
402-0534-534.5220	Uniforms - Solid Waste	57.52
404-0535-535.3400	Other Contractual Servic...	6,282.00
404-0535-535.4100	Communications	111.40
404-0535-535.4300	Utilities	8,922.53
404-0535-535.4400	Rentals/Leases	29.17

**Account Summary**

Account Number	Account Name	Expense Amount
404-0535-535.4600	Repair / Maint. - Service	6,446.52
404-0535-535.4640	Repairs & Maint. - Equi...	657.60
404-0535-535.4900	Other Current Charges &...	2,798.32
404-0535-535.5200	Operating Supplies	4,608.71
404-0535-535.5220	Uniforms	71.62
404-0535-535.5264	Small Equipment	3,610.68
	<b>Grand Total:</b>	<b>214,399.19</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	214,399.19
	<b>Grand Total:</b>
	<b>214,399.19</b>



## City of Bunnell, Florida

### ATTACHMENTS:

Description  
Proposed Minutes

Type  
Minutes

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR  
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

## BUNNELL CITY COMMISSION MEETING

Monday, January 8, 2024

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

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

Commissioner Gordon called the meeting to order at 7:00 PM and led the Pledge to the Flag.

**Roll Call:** Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson, Jr.; Interim Community Development Director Joe Parsons; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; City Clerk Kristen Bates; IT Manager Donnie Wines

**Excused:** Mayor Catherine Robinson; Vice Mayor John Rogers

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

City Manager Jackson led the invocation.

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

#### B.1. Proclamation: Human Trafficking Awareness Month

Commissioner Young read the proclamation into the record. Tonya Harper with the Family Life Center received the proclamation and provided some statistics on human trafficking.

#### B.2. Proclamation: Stalking Awareness Month

Commissioner Schultz read the proclamation into the record. Candi Wilkie with the Family Life Center shared a story of one of their clients' experience with stalking.

#### B.3. Presentation: Retirement of Chester "Chet" Turner (28 Years).

Infrastructure Director Vost presented the item to the Board, and presented Chet with a plaque, and a gift box for his service to the citizens of Bunnell for 28 years.

#### B.4. Presentation: Thank You Christmas in Bunnell Volunteers

City Clerk Bates presented the item to the Board, and provided certificates of appreciation to all the volunteers and staff who worked the event. A video from made of pictures of the event was shown.

### C. Consent Agenda:

#### C.1. Approval of Warrant

- a. January 8, 2028 Warrant

#### C.2. Approval of Minutes

- a. December 21, 2023 City Commission Meeting Minutes

#### C.3. Request Approval of Apply for a Waiver to the Annual Wastewater Treatment Plant Fee.

**Motion:** Approve the Consent Agenda.

**Motion by:** Commissioner Schultz  
**Second by:** Commissioner Young  
**Board Discussion:** None  
**Public Discussion:** None  
**Vote:** Motion carried unanimously

**D. Public Comments:**

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

None.

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

**E.1. Ordinance 2023-22 Requesting the Voluntary Contraction of the City's Boundary for 5.0+/- acres of property, located at 2271 County Road 304. - First Reading**

City Attorney Waters read the short title into the record. Then presented the attorney, and staff recommendation to deny the contraction because it expands an existing enclave which is prohibited by Florida Statutes.

Applicant Mrs. Robin Jones provided arguments, and examples of contractions that have been approved. She stated paying taxes to the City and the County create a financial hardship. Her property was annexed into the City over 16 years ago by the previous owners and since buying the property and building her house on the property 4 years ago, she feels she isn't getting additional City services.

**Motion:** Deny Ordinance 2023-22 Requesting the Voluntary Contraction of the City's Boundary for 5.0+/- acres of property, located at 2271 County Road 304. - First Reading as it will expand an existing enclave

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Young

**Board Discussion:** Commissioner Schultz stated there are many constituents who are expressing concerns about those contracting from the City; she asked the Attorney questions about the legislative intent of the statute and the Attorney General's Opinion. She asked about City services in the area. City law enforcement services are provided as the property is in the City and City solid waste services could be provided if an account were opened with the City; the property already used City Community Development and Building services to build the home and get the Certificate of Occupancy. Commissioner Schultz confirmed with staff if granted, this would further expand an enclave which is prohibited by Statute.

Commissioner Young stated the City did not solicit the annexations of the past into the City from anyone; the City was approached by the property owners because of their concerns about Palm Coast and the County. He believes it is a bad precedent to bring properties in, then de-annex because they do not want to pay the bill. He further stated when the property was developed, the Jones' used City services then and knew what services were currently available.

**Public Discussion:** None

**Vote:** Motion carried unanimously.

*Motion was to deny the proposed ordinance; there will not be a Second Reading*

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

**G. Old Business: None**

**H. New Business:**

**H.1. Request Approval for Mutual Consent Agreement 2024-01 with Asphalt Paving Systems, Inc. for Pavement Maintenance and Rehabilitation Services**

Infrastructure Director Vost presented the item to the Board.

**Motion:** Approve Mutual Consent Agreement 2024-01 with Asphalt Paving Systems, Inc. for Pavement Maintenance and Rehabilitation Services

**Motion by:** Commissioner Schultz

**Second by:** Commissioner Young

**Board Discussion:** None

**Public Discussion:** None

**Vote:** Motion carried unanimously

**I. Reports**

- **City Clerk** – Reminded the Board the next meeting January 22, includes the CRA meeting which starts at 6:00 PM. The Advance is Friday, January 26 at the Stewart Marchman Center.
- **Police Chief** – None
- **City Attorney**- None
- **City Manager**- Reminded the Board of the upcoming MLK Parade. The Infrastructure Department has scheduled a Cleanup Day for January 27<sup>th</sup> from 11 to 2. Today Flagler County awarded the contract for the construction of Flagler Central Commerce Parkway; that joint project will be underway in the near future.
- **Mayor and City Commissioners–**
  - **Commissioner Young**- No report
  - **Commissioner Schultz** – The Italian Festival is moving forward, and there will be meetings every 2 weeks until the event. She also has a meeting next week with the Family Life Center
  - **Commissioner Gordon** – No report

**J. Call for Adjournment.**

**Motion:** Adjourn

**Motion by:** Commissioner Schultz

**Seconded by:** Commissioner Young

**Vote:** Motion carried unanimously at 8:16 PM.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



## City of Bunnell, Florida

### Agenda Item No. C.3.

Document Date: 12/31/2023 Amount: \$9,842,497  
Department: Engineering Account #: 001-0541-541.6300  
Subject: Request Approval of Amendment to Contract 2023-01 with The Collage Companies for Phase 2 of the Bunnell Administration/Police Department Design Build Project.  
Agenda Section: Consent Agenda:  
Goal/Priority: Organizational Excellence

#### **ATTACHMENTS:**

Description	Type
Phase 2 - Amendment to Contract # 2023-01	Cover Memo

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

This is a request to approve the amendment to Contract 2023-01 awarded to The Collage Companies for the Design and Build of the new Bunnell Administration/Police Department Complex.

#### **Background:**

The Collage Companies have completed the design for the Bunnell Administration/Police Department Complex to be built on property owned by the City of Bunnell.

The project was bid as design/build. Now that design has been completed and construction costs projected, the City needs to amend the current contract to move forward to Phase 2 which is the actual construction.

Once the contract is executed, the City will determine financing options to bring to a future meeting for approval.

#### **Staff Recommendation:**

Approval of Amendment One to Contract 2023-01 for Phase 2 of the Bunnell Administration/Police Department Design Build Project.

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

Approved

**Finance Department Review/Recommendation:**

Approval of Amendment One to Contract 2023-01 for Phase 2 of the Bunnell Administration/Police Department Design Build Project.

**City Manager Review/Recommendation:**

Reviewed for placement on agenda



*(Contract 2023-01- Phase II- Construction)*

**AMENDMENT TO CONTRACT NUMBER 2023-01 BETWEEN THE CITY OF BUNNELL AND COLLAGE COMPANIES FOR COMPLETION OF PHASE – II, CONSTRUCTION OF BUNNELL ADMINISTRATION /POLICE DEPARTMENT DESIGN BUILD PROJECT**

**THIS AMENDMENT TO CONTRACT NUMBER 2023-01** (hereinafter this "Agreement") is made and entered into this 22<sup>nd</sup> day of January 2024, by and between **THE CITY OF BUNNELL**, a Florida municipality (hereinafter the "CITY") and **THE COLLAGE COMPANIES**, a Florida (corporation or company) authorized to do business in the State of Florida (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; and

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR submitted a proposal for an advertised RFQ 2022-02, which satisfies the CITY's Procurement Policy and was thereafter awarded Contract 2023-01 ("Contract 2023-01"); and

**WHEREAS**, Contract 2023-01, which was approved and executed by the CITY Commission on February 27, 2023, was for the design and construction of the CITY Administration / Police Department Building Project. The design phase of Contract 2023-01 is described as Phase I. The construction phase of Contract 2023-01 is described as Phase II.

**WHEREAS**, The Parties have entered into Change Orders 1-4 for certain changes to the scope of work, price and timelines in Contract 2023-01. Collectively, Contract 2023-01 and Change Orders 1-4 are in accordance with Phase I.

**WHEREAS**, Except as more fully described herein, CONTRACTOR has substantially performed Phase I, which is acceptable to the CITY; and,

**WHEREAS**, The Parties desire to enter into this Agreement for the Construction Phase II of Contract 2023-01, pursuant to the terms and conditions expressed herein; and,

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation 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.
2. **Amendments.** Any changes to Phase I of Contract 2023-01 and all portions of this this Agreement shall be treated as amendments, and said amendments are hereby agreed to and accepted by the Parties. In the event of any conflict between this Agreement the Agreement for Phase I shall be interpreted in favor of this Agreement. Otherwise, all terms and conditions of the Phase I contract remain in full force and effect and shall be binding upon the parties.
3. **Description of Phase II.** The CITY hereby retains CONTRACTOR to furnish the services as described in the Request for Change Order No. 5; Attachment A (Guaranteed Maximum Price Proposal Amendment); and Cost Model Attachments including (1) Cost Summary, (2) Estimate, (3) Clarifications, and (4) Document Log which are collectively attached hereto and made a part hereof as Exhibit "A." All documents referenced in Exhibit "A", particularly those listed in the Document Log are incorporated herein by reference and made part of this agreement. 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.
4. **Miscellaneous Provisions.**

The following miscellaneous provisions apply to this Agreement:

- a. **Authority to Execute Change Orders.** The City Manager is hereby authorized to negotiate and execute any change orders for work performed during Phase II for contingencies, so long as said change orders do not exceed 5% of the total contract amount of Phase II.
- b. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- c. **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.

- 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. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts and electronic copies and signatures shall be treated as originals.

**(SIGNATURE PAGE FOLLOWS)**

CONTRACT 2023-01  
PHASE II- CONSTRUCTION  
COLLAGE COMPANIES  
SIGNATURE PAGE

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year last indicated below and the signatories below to bind the parties set forth herein.

**CONTRACTOR**



Print Name: Steve Pinyot

Title: Executive Vice President

Date: 01/09/2024

Attest:

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

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

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

Date signed by City: \_\_\_\_\_

Seal:

Approved for form and content by:

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

**ATTACHMENT A**

DESIGN BUILDERS  
GENERAL CONTRACTORS  
CONSTRUCTION MANAGERS

Committed to Quality

**Guaranteed Maximum Proposal Amendment:**

- a. Paragraph 2, **TERM:** Delete sub-paragraph 2(e) and replace it with the following paragraph: **Phase 2 Completion Date.** The Commencement Date of Phase 2 of this agreement shall be not more than **Seven (7)** days after the last of the following have been completed: Owner's execution of the Guaranteed Maximum Price Amendment – Owner Change Order 5; Proof of Financing or Escrow Account; Notice of Commencement and issuance of all permits. The Final Completion Date of Phase 2 of this Agreement shall be not more than **four hundred and seventy-four (474)** days after the issuance of Notice of Commencement, unless extended by mutual written agreement of the parties.
  
- b. Paragraph 6 (a)- **FUNDING OF AGREEMENT:** Delete this paragraph and replace it with the following paragraph:
  - (a) For satisfactory performance of the Phase 1 Work, the District agrees to pay Design-Builder an amount not to exceed **\$533,795.00** (the "Total Phase 1 Compensation") and an amount not to exceed **\$9,991,337.00** (the "Total Phase 2 Compensation"). This increases the Total Compensation under this Agreement to **\$10,525,132.00**.

THE COLLAGE COMPANIES

Corporate Office

585 Technology Park

Lake Mary, Florida 32746

P 407.829.2257

F 407.829.2258

www.collage-usa.com

CG C020818



January 8, 2024

City of Bunnell  
Marcus DePasquale, City Engineer  
PO Box 756  
Bunnell, FL 32110  
[mdepasquale@bunnellcity.us](mailto:mdepasquale@bunnellcity.us)

DESIGN BUILDERS

GENERAL CONTRACTORS

CONSTRUCTION MANAGERS

*Committed to Quality*

Subject: City of Bunnell Administration / Police Department Complex  
Guaranteed Maximum Pricing (GMP) Proposal

Dear Marcus:

Thank you for the opportunity to provide our Guaranteed Maximum Pricing Proposal for this project. Below is a summary:

	GMP
Phase 1 Design & Preconstruction	Previously Committed
Phase 2 Construction	\$9,991,337
<b>Total:</b>	<b>\$9,991,337</b>

Thank you for the opportunity to build this project. We look forward to reviewing this with you in further detail.

Respectfully submitted,  
**The Collage Companies**

Ben Rives  
Director of Preconstruction

cc: Collage – Bob Gilbert, Kim Porcelli, David Boone  
Project File

Cost Model Attachments:

1. Cost Summary
2. Estimate
3. Clarifications
4. Document Log

THE COLLAGE COMPANIES

Corporate Office

585 Technology Park

Lake Mary, Florida 32746

P 407.829.2257

F 407.829.2258

[www.collage-usa.com](http://www.collage-usa.com)

CG C020818

**TAB 1**

EXHIBIT "A" page 3

# **Cost Summary**



# GMP Proposal

## SUMMARY OF PHASE 2 COST

<b>Project:</b> City of Bunnell Admin Building	<b>Total Area:</b> 17,700 SF	Assembly Hall	3,000 SF
<b>Location:</b> Bunnell, Florida	<b>Dated:</b> 1/8/2024	City Administration	9,000 SF
<b>Architect:</b> HALFF Associates	<b>Version:</b> V3	Police Station	5,700 SF
<b>Estimator:</b> B. Rives	<b>Plan / Basis:</b> CD Docs with Addendum 02	<b>TOTAL:</b>	<b>17,700</b>

SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / AREA TOTAL	COST/SF	
<b>PHASE 2 COST OF WORK</b>						<b>\$8,218,934</b>	<b>\$464.35</b>
Sitework Cost	2.2	AC	\$ 651,217	\$ 1,423,976	Includes additional haul-in cost		
Building Cost	17,700	SF	\$ 383.90	\$ 6,794,958			
<b>PHASE 2 GENERAL ITEMS</b>						<b>\$1,772,403</b>	<b>\$100.14</b>
General Conditions	14	MO	\$ 34,750	\$ 486,503			
General Requirements	14	MO	\$ 17,725	\$ 248,150			
Builder's Risk Insurance	1	LS	\$	\$ 29,533			
Contingency	2.5	%	\$	\$ 224,578			
Overhead & Profit	7.5	%	\$	\$ 690,577			
Performance & Payment Bond	0.94	%	\$	\$ 93,062			
Pemit & Impact Fees	-	XX	\$	\$ -	By Owner if Required		
<b>TOTAL PHASE 2</b>						<b>\$9,991,337</b>	<b>\$564.48</b>



**TAB 2**

EXHIBIT "A" page 5

**Estimate**



# GMP Proposal

## SITWORK ESTIMATE

<b>Project:</b> City of Bunnell Admin Building	<b>Area:</b> 17,700 SF	95,250 SF Site	<b>Project Notes:</b> Site area ~ 95,250 sf = 2.2 acres
<b>Location:</b> Bunnell, Florida	<b>Version:</b> 1/8/2024	2.2 Acres	
<b>Architect:</b> HALFF Associates	<b>Date:</b> V3		
<b>Estimator:</b> B. Rives	<b>Plan / Basis:</b> CD Docs with Addendum 02		

DIV.		QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL
3101	<b>SITE GRADING, UTILITIES, PAVING</b>	17,700	SF	\$ 71.29		\$ 1,261,909
	Sitework Package	2.2	AC	\$ 577,099.80	\$ 1,261,909	S.E. Cline Construction
	Traffic Control	1	LS	\$	\$	Included
	Mobilization & Surveying	1	LS	\$	\$	Included
	Site Contractor GCs	6	MO	\$	\$	Included
	Site Clearing	95,250	SF	\$	\$	Included
	Silt Fence & Maintenance	1,546	LF	\$	\$	Included
	SWPPP & Monitoring	14	MO	\$	\$	Included
	Earthwork	16,228	CY	\$	\$	Includes import to provide the proposed grades
	Unsuitable Soil Export	5,500	CY	\$	\$	Included; see unit rates for variance
	Domestic Water - 3" PVC & Backflow	106	LF	\$	\$	Included
	Fire Line - 6" PVC, Backflow, & FDC	123	LF	\$	\$	Included
	Sanitary - 6" PVC	104	LF	\$	\$	Included
	Lift Station		XX	\$	\$	N/A
	Storm Drainage	1,110	LF	\$	\$	Included
	UG Stormwater Vault		XX	\$	\$	N/A
	Asphalt paving, curbs, striping, signs	3,870	SY	\$	\$	Included
	Concrete paving	1,465	SF	\$	\$	Included
	Sidewalks	6,560	SF	\$	\$	Included
3102	<b>ADDITIONAL SITWORK</b>	17,700	SF	\$ -		\$ -
	Grading & Storm for Compensatory Water Storage		XX	\$ -	\$ -	SWA confirmed not required
3230	<b>SITE IMPROVEMENTS</b>	17,700	SF	\$ 3.42		\$ 60,550
	Dumpster Screen & Gates		XX	\$	\$	In Building Cost
	Bike racks	6	EA	\$ 500.00	\$ 3,000	Allowance
	Benches	3	EA	\$ 2,000.00	\$ 6,000	Allowance - none shown
	Trash cans	3	EA	\$ 850.00	\$ 2,550	Allowance - none shown
	Picnic Table	1	EA	\$ 1,500.00	\$ 1,500	Allowance
	Site chairs		XX	\$	\$	Assumed not required
	Shade Structure at Picnic Area	1	LS	\$ 2,000.00	\$ 2,000	Allowance - none shown
	Security Fencing	220	LF	\$ 150.00	\$ 33,000	Allowance
	Motorized Security Gates	1	EA	\$ 12,500.00	\$ 12,500	Allowance
3232	<b>FLAG POLE &amp; MONUMENT WALL</b>	17,700	SF	\$ 1.14		\$ 20,210
	Concrete Foundation	1	LS	\$ 2,000.00	\$ 2,000	
	Concrete Wall - 4'x6'	24	SF	\$ 225.00	\$ 5,400	
	Flagpole - Material	1	EA	\$ 4,809.65	\$ 4,810	Acme Lingo
	Flagpole - Installation	1	EA	\$ 2,000.00	\$ 2,000	
	Bronze Plaques	6	EA	\$ 1,000.00	\$ 6,000	Army, Navy, Marines, AF, Space Force, CG
3280	<b>LANDSCAPE &amp; IRRIGATION</b>	17,700	SF	\$ 4.59		\$ 81,307
	Landscaping & Irrigation	2.2	AC	\$ 37,183.55	\$ 81,307	Grandview
				\$	\$	
2600	<b>SITE ELECTRICAL</b>	17,700	SF	\$ -		\$ -
	Primary power conduits		LF	\$ -	\$ -	In Building Electrical
	Telecom conduits		LF	\$ -	\$ -	In Building Electrical
	Site lighting		EA	\$ -	\$ -	In Building Electrical
	EV charging stations		EA	\$ -	\$ -	Not Included
	Code blue emergency phone stations		XX	\$ -	\$ -	Not Included
<b>SUBTOTAL SITWORK</b>		17,700	SF	\$ 80.45	\$ 1,423,976	

# GMP Proposal

## NEW BUILDING ESTIMATE

<b>Project:</b> City of Bunnell Admin Building	<b>Area:</b> 17,700 SF	<b>Project Notes:</b>
<b>Location:</b> Bunnell, Florida	<b>Date:</b> 1/8/2024	
<b>Architect:</b> HALFF Associates	<b>Version:</b> V3	
<b>Estimator:</b> B. Rives	<b>Plan / Basis:</b> CD Docs with Addendum 02	

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL
0200	DEMOLITION	17,700	SF	\$ -	\$ -	-
	Building Demolition		XX	\$ -	\$ -	N/A
				\$ -	\$ -	
0300	CONCRETE	17,700	SF	\$ 48.09	\$ 851,280	851,280
	Concrete Package	17,700	SF	\$ 48.09	\$ 851,280	Frann Construction
	Shallow foundations	17,700	SF	\$ -	\$ -	Included
	Slab-on-grade - 5" Thick	17,700	SF	\$ -	\$ -	Included
	Tilt-Up Concrete Walls	16,550	SF	\$ -	\$ -	Included
	Casting Slabs	8,275	SF	\$ -	\$ -	Included
	Housekeeping pads	350	SF	\$ -	\$ -	Included
	Bollard Foundations & Install Bollards	9.8	CY	\$ -	\$ -	Included
0400	MASONRY	17,700	SF	\$ 5.10	\$ 90,286	90,286
	Masonry Package	4,029	SF	\$ 22.41	\$ 90,286	Stonewall Masonry
	CMU at Dumpster Screen	300	SF	\$ -	\$ -	Included
	6" CMU at Interior Walls	820	SF	\$ -	\$ -	Included
	8" CMU at Interior Walls	2,909	SF	\$ -	\$ -	Included
0500	METALS	17,700	SF	\$ 21.34	\$ 377,655	377,655
	Structural & Misc. Steel Package	17,700	SF	\$ 20.52	\$ 363,152	Palatka Welding
	Steel Gates at Dumpster Screen			\$ -	\$ -	
	Steel & Misc. Metals - Main Building			\$ -	\$ -	
	Steel & Misc. Metals - Canopies			\$ -	\$ -	
	Miscellaneous Metals					
	Vehicular-Rated Bollards - Material	5	EA	\$ 2,900.60	\$ 14,503	1-800 Bollards
0610	ROUGH CARPENTRY	17,700	SF	\$ 0.50	\$ 8,850	8,850
	Rough Carpentry Package	17,700	SF	\$ 0.50	\$ 8,850	
0620	CASEWORK / MILLWORK	17,700	SF	\$ 6.22	\$ 110,140	110,140
	Casework / Millwork Package	17,700	SF	\$ 6.22	\$ 110,140	Creative Concepts
	Base Cabinets			\$ -	\$ -	Included
	Wall Cabinets			\$ -	\$ -	Included
	Reception Desk			\$ -	\$ -	Included
	P-Lam Countertops			\$ -	\$ -	Included
	Solid Surface Countertops			\$ -	\$ -	Included
	Solid Surface Vanities			\$ -	\$ -	Included
	Stained Dias & Tables			\$ -	\$ -	Included
	Wood Trim at Assembly			\$ -	\$ -	Included
0710	WATERPROOFING & CAULKING	17,700	SF	\$ 1.77	\$ 31,415	31,415
	Waterproofing & Caulking Package	17,700	SF	\$ 1.77	\$ 31,415	General Caulking & Coatings
	Dampproofing at Perimeter Tilt-Walls Below Grade	1,280	SF	\$ -	\$ -	Included
	Exterior Caulking	17,700	SF	\$ -	\$ -	Included
	Interior Caulking	17,700	SF	\$ -	\$ -	Included
0724	EXTERIOR FINISH SYSTEM	17,700	SF	\$ 3.92	\$ 69,388	69,388
	Exterior Finish System	3,450	SF	\$ 20.11	\$ 69,388	Florida Stucco
	Stucco at Column Wraps	1,050	SF	\$ -	\$ -	Included
	Stucco at CMU Dumpster Screen	300	SF	\$ -	\$ -	Included
	Stucco at Fascia & Gabled Ends	1,200	SF	\$ -	\$ -	Included
	Stucco Soffits Skimcoat	900	SF	\$ -	\$ -	Included
0740	METAL PANELS	17,700	SF	\$ -	\$ -	-
	Metal Panel Package			\$ -	\$ -	
	Aluminum Composite Panels		XX	\$ -	\$ -	N/A
	Metal Screenwall Panels		XX	\$ -	\$ -	N/A
0750	ROOFING	17,700	SF	\$ 14.68	\$ 259,875	259,875
	Roofing Package	18,810	SF	\$ 13.82	\$ 259,875	All-State
	Single Ply TPO Roofing	17,700	SF	\$ -	\$ -	Included
	Standing Seam Metal Roofing	1,110	SF	\$ -	\$ -	Included
	Roof Walk Pads	200	LF	\$ -	\$ -	Included

**GMP Proposal**  
**NEW BUILDING ESTIMATE**

<b>Project:</b> City of Bunnell Admin Building	<b>Area:</b> 17,700 SF	<b>Project Notes:</b>
<b>Location:</b> Bunnell, Florida	<b>Date:</b> 1/8/2024	
<b>Architect:</b> HALFF Associates	<b>Version:</b> V3	
<b>Estimator:</b> B. Rives	<b>Plan / Basis:</b> CD Docs with Addendum 02	

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL
0780	FIREPROOFING	17,700	SF	\$ -	\$ -	\$ -
	Fireproofing Package					N/A
0800	DOORS, FRAMES, HARDWARE	17,700	SF	\$ 12.90	\$ -	\$ 228,245
	Doors, Frames, Hardware Package					
	Door, Frame, Hardware Material	86	EA	\$ 2,143.84	\$ 184,370	Taylor Cotton Ridley
	Door & Hardware Installation	86	EA	\$ 510.17	\$ 43,875	Taylor Cotton Ridley
0810	COILING DOORS	17,700	SF	\$ -	\$ -	\$ -
	Coiling Door Package					N/A
0840	GLASS & GLAZING	17,700	SF	\$ 15.96	\$ -	\$ 282,538
	Glass & Glazing Package	17,700	SF	\$ 15.96	\$ 282,538	Alpha Omega Glass
	Exterior Glass - Impact Rated 150 mph wind	720	SF	\$ -	\$ -	Included
	Premium for Ballistic Rated Glass at PD	215	SF	\$ -	\$ -	Not Included
	Storefront Doors	8	EA	\$ -	\$ -	Included
	Non-Ballistic Rated Interior Windows	4	EA	\$ -	\$ -	Included
	Security Window with One-Way Film	1	EA	\$ -	\$ -	Included
	Door Lites	1	LS	\$ -	\$ -	Included
	Frameless Mirrors - Fitness	280	SF	\$ -	\$ -	Included
	Interior Storefront	420	SF	\$ -	\$ -	Included
0920	DRYWALL & ACT	17,700	SF	\$ 31.56	\$ -	\$ 558,526
	Drywall & ACT Package	17,700	SF	\$ 31.56	\$ 558,526	Patriot Team
	Rigid Insulation on Tilt-Up Concrete Wall	7,560	SF	\$ -	\$ -	Included
	Gyp Board Fur Out Tilt-Up Concrete Wall	9,643	SF	\$ -	\$ -	Included
	Gyp Board Fur Out CMU Wall	2,391	SF	\$ -	\$ -	Included
	Insulated Metal Stud & Gyp Board Wall	16,864	SF	\$ -	\$ -	Included
	Non-Ballistic Fiberglass Panels at Police Lobby	493	SF	\$ -	\$ -	Included
	Metal Studs & Sheathing at Canopies	1,200	SF	\$ -	\$ -	Included
	Drywall Ceilings - Standard	3,782	SF	\$ -	\$ -	Included
	Plenum Barrier Board Top of Wall to Deck	2,750	SF	\$ -	\$ -	Included
	Intrusion Resistant Drywall Ceilings	786	SF	\$ -	\$ -	Included
	Acoustical Ceilings	9,508	SF	\$ -	\$ -	Included
	Fabric Acoustical Panels	1,200	SF	\$ -	\$ -	Included
	Metal Trusses					
	Light Gauge Metal Trusses - Material			\$ -	\$ -	Included
	Light Gauge Metal Trusses - Install			\$ -	\$ -	Included
0960	HARD TILE & FLOORING	17,700	SF	\$ 9.32	\$ -	\$ 164,930
	Hard Tile & Flooring Package	17,700	SF	\$ 7.62	\$ 134,930	International flooring
	Porcelain Tile Floor & Base	2,127	SF	\$ -	\$ -	Included
	Porcelain Wall Tile	1,766	SF	\$ -	\$ -	Included
	Waterproofing Under Shower Floors	154	SF	\$ -	\$ -	Included
	VCT with Vinyl Base	1,368	SF	\$ -	\$ -	Included
	Luxury Vinyl Plank with Vinyl Base	11,112	SF	\$ -	\$ -	Included
	Rubber Tile Floor with Vinyl Base	391	SF	\$ -	\$ -	Included
	Carpet Tile with Vinyl Base	-	SY	\$ -	\$ -	Included
	Raised Access Flooring	54	SF	\$ -	\$ -	Included
	Epoxy Floor with Epoxy Base	1,000	SF	\$ 30.00	\$ 30,000	Allowance
	Floor Moisture Mitigation		XX	\$ -	\$ -	Only testing included
0990	PAINTING & WALLCOVERING	17,700	SF	\$ 4.92	\$ -	\$ 87,087
	Painting & Wallcovering Package	17,700	SF	\$ 4.92	\$ 87,087	Coastal Painting
	Paint Drywall Partitions	48,150	SF	\$ -	\$ -	Included
	Paint Drywall Ceilings	3,782	SF	\$ -	\$ -	Included
	Dryfall Paint at Exposed Structure	1,605	SF	\$ -	\$ -	Included
	Paint Hollow Metal Doors	86	EA	\$ -	\$ -	Included
	Paint Hollow Metal Frames	172	EA	\$ -	\$ -	Included
	Paint Exterior Miscellaneous Steel	1	LS	\$ -	\$ -	Included
	Textured Paint at Tilt-Wall	11,500	SF	\$ -	\$ -	Included
1000	SPECIALTIES	17,700	SF	\$ 6.68	\$ -	\$ 118,211
	Signage for C.O.	1	LS	\$ 2,500.00	\$ 2,500	

# GMP Proposal

## NEW BUILDING ESTIMATE

<b>Project:</b> City of Bunnell Admin Building	<b>Area:</b> 17,700 SF	<b>Project Notes:</b>
<b>Location:</b> Bunnell, Florida	<b>Date:</b> 1/8/2024	
<b>Architect:</b> HALFF Associates	<b>Version:</b> V3	
<b>Estimator:</b> B. Rives	<b>Plan / Basis:</b> CD Docs with Addendum 02	

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL
	Interior & Exterior Signage	17,700	SF	\$ 1.53	\$ 27,081	Poblocki
	Monument Signage Structure	1	LS	\$	\$	In Trades
	Toilet Partitions	9	EA	\$ 1,827.22	\$ 16,445	C&S Supply
	Toilet Accessories	66	EA	\$ 274.09	\$ 18,090	C&S Supply
	Fire Extinguishers & Cabinets	8	EA	\$ 551.25	\$ 4,410	C&S Supply
	Lockers	44	OP	\$ 210.34	\$ 9,255	C&S Supply
	AED Devices	2	EA	\$ 850.00	\$ 1,700	Allowance
	Projection Screens		XX	\$	\$	Use TVs - See A/V
	Folding Partition	25	LF	\$ 1,071.20	\$ 26,780	Acousti Doors & Specialties
	Aluminum Canopies (5 ea x 5'x4')	100	SF	\$ 119.50	\$ 11,950	Awning Factory
	Flag Poles		XX	\$	\$	In Sitework
1100	<b>EQUIPMENT</b>	<b>17,700</b>	<b>SF</b>	<b>\$ 1.36</b>	<b>\$</b>	<b>24,079</b>
	Residential Equipment	13	EA	\$ 1,852.23	\$ 24,079	OEC Business Interiors
	Freezerless Refrigerator	2	EA	\$	\$	Included
	Upright Freezer	2	EA	\$	\$	Included
	Ice Maker	1	EA	\$	\$	Included
	Microwave	2	EA	\$	\$	Included
	Electric Range	1	EA	\$	\$	Included
	Undercounter Refrigerator	1	EA	\$	\$	Included
	Cash Depository Safe	1	EA	\$	\$	Included
	Server Racks	3	EA	\$	\$	Included
	Recirculating Residential Hood Above Range	1	EA	\$	\$	Included
1200	<b>FURNISHINGS</b>	<b>17,700</b>	<b>SF</b>	<b>\$ 19.51</b>	<b>\$</b>	<b>345,413</b>
	Office & Lobby Furniture - Material	17,700	SF	\$ 16.69	\$ 295,413	OE&S Haworth Furniture
	Office & Lobby Furniture - Install	17,700	SF	\$ 2.26	\$ 40,000	OE&S Haworth Furniture
	Window Treatments - Aluminum Blinds	1	LS	\$	\$ 10,000	Allowance
	Artwork		XX	\$	\$	By Owner
1300	<b>SPECIAL CONSTRUCTION</b>	<b>17,700</b>	<b>SF</b>	<b>\$ -</b>	<b>\$</b>	<b>-</b>
	Storage Equipment			\$	\$	By Owner
	Pistol Locker			\$	\$	By Owner
	Evidence Prep Lockers, Fridge, Storage			\$	\$	By Owner
	Evidence HD Files, Shelves, Fridge, Freezer			\$	\$	By Owner
	Armory Weapons Lockers, Clearing barrel			\$	\$	By Owner
	Records Room HD Files			\$	\$	By Owner
	Digital File Storage Scanning			\$	\$	By Owner
1400	<b>CONVEYING SYSTEMS</b>	<b>17,700</b>	<b>SF</b>	<b>\$ -</b>	<b>\$</b>	<b>-</b>
	Elevator		XX	\$	\$	N/A
	Pneumatic Tube System		XX	\$	\$	N/A
2100	<b>FIRE SUPPRESSION</b>	<b>17,700</b>	<b>SF</b>	<b>\$ 6.93</b>	<b>\$</b>	<b>122,668</b>
	Fire Protection Package	17,700	SF	\$ 6.93	\$ 122,668	VSC Fire & Security
	Flow Test	1	EA	\$	\$	Included
	Fire Protection Design	1	LS	\$	\$	Included
	Fire Protection System	17,700	SF	\$	\$	Included
	FM200 (Novec) Systems at IT Rooms	1	EA	\$	\$	Included
2200	<b>PLUMBING</b>	<b>17,700</b>	<b>SF</b>	<b>\$ 15.87</b>	<b>\$</b>	<b>280,939</b>
	Plumbing Package	17,700	SF	\$ 15.87	\$ 280,939	Gary Rodgers Plumbing
	Roof Drains		XX	\$	\$	N/A - Structure is sloped
	Floor Drains	8	EA	\$	\$	Included
	Plumbing Fixtures	41	EA	\$	\$	Included
	Water Heaters	2	EA	\$	\$	Included
	Natural Gas Piping	300	LF	\$	\$	Included
2300	<b>HVAC</b>	<b>17,700</b>	<b>SF</b>	<b>\$ 49.35</b>	<b>\$</b>	<b>873,448</b>
	HVAC Package	17,700	SF	\$ 49.35	\$ 873,448	Energy Air
	DX rooftop units & AHU	1	LS	\$	\$	Included
	Split Systems	1	LS	\$	\$	Included
	Exhaust Fans	1	LS	\$	\$	Included
	Variable Air Volume Terminal Units (VAV)	1	LS	\$	\$	Included
	Constant Volume Fan Powered Boxes (FPB)	1	LS	\$	\$	Included
	Ductwork, grilles, diffusers	17,700	SF	\$	\$	Included
	Controls system	17,700	SF	\$	\$	Included



**GMP Proposal**  
**NEW BUILDING ESTIMATE**

<b>Project:</b> City of Bunnell Admin Building	<b>Area:</b> 17,700 SF	<b>Project Notes:</b>
<b>Location:</b> Bunnell, Florida	<b>Date:</b> 1/8/2024	
<b>Architect:</b> HALFF Associates	<b>Version:</b> V3	
<b>Estimator:</b> B. Rives	<b>Plan / Basis:</b> CD Docs with Addendum 02	

DIV.	SCOPE OF WORK	QTY	UNIT	UNIT COST	TOTAL	NOTES / DIV TOTAL
	Test & Balance	17,700	SF	\$	-	Included
2600	<b>ELECTRICAL</b>	<b>17,700</b>	<b>SF</b>	<b>\$ 68.48</b>		<b>\$ 1,212,090</b>
	Electrical Package	17,700	SF	\$ 68.48	\$ 1,212,090	Aireko Energy Group
	Site Power & Telecom Conduits	1	LS	\$	-	Included
	Site Lighting & Building Uplighting	1	LS	\$	-	Included
	Emergency Generator & Docking Stations	150	KW	\$	-	Included
	Building Power Distribution	17,700	SF	\$	-	Included
	Building Lighting	17,700	SF	\$	-	Included
	Fire Alarm System	17,700	SF	\$	-	Included
	Grounding System	17,700	SF	\$	-	Included
	Lightning Protection System	17,700	SF	\$	-	Included
	Rough-In for Telecom & Security	17,700	SF	\$	-	Included
2700	<b>LOW VOLTAGE / COMMUNICATIONS</b>	<b>17,700</b>	<b>SF</b>	<b>\$ 15.68</b>		<b>\$ 277,551</b>
	Low Voltage / Communications Package					
	Voice/Data System	17,700	SF	\$ 5.92	\$ 104,809	JSC Systems
	Audio Visual System	17,700	SF	\$ 9.76	\$ 172,742	JSC Systems
2800	<b>SAFETY &amp; SECURITY</b>	<b>17,700</b>	<b>SF</b>	<b>\$ 11.41</b>		<b>\$ 201,992</b>
	Safety & Security Package					
	Security Camera System	17,700	SF	\$ 3.61	\$ 63,969	JSC Systems
	Access Control System	17,700	SF	\$ 2.32	\$ 41,144	JSC Systems
	DAS / 2-Way Radio Enhancement	17,700	SF	\$ 1.72	\$ 30,424	CellAntenna Corporation
	DAS / Cell Phone Enhancement	17,700	SF	\$ 3.75	\$ 66,455	CellAntenna Corporation
9000	<b>GENERAL</b>	<b>17,700</b>	<b>SF</b>	<b>\$ 12.34</b>		<b>\$ 218,352</b>
	Site Surveys	50	HR	\$ 250.00	\$ 12,500	
	Designer's Construction Administration (CA)	1	LS	\$ 173,371.00	\$ 173,371	Half, JPA, & SWA
	Design Fees for VE Process	1	LS	\$ 17,481.00	\$ 17,481	Half
	Material Testing	1	LS	\$ 15,000.00	\$ 15,000	Allowance
<b>SUBTOTAL BUILDING</b>		<b>17,700</b>	<b>SF</b>	<b>\$ 383.90</b>	<b>\$ 6,794,958</b>	

# Clarifications

# GMP Proposal

## CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS & ALLOWANCES

PROJECT: City of Bunnell Admin Building  
LOCATION: Bunnell, Florida  
SQUARE FEET: 17,700  
ARCHITECT: HALFF Associates  
ESTIMATOR: B. Rives  
DATE: 1/8/2024 V: V3

### CLARIFICATIONS & ASSUMPTIONS

The following is a list of clarifications regarding the estimate scope of work. Where conflicts exist between these clarifications and the documents, these clarifications shall take precedence. The GMP is based upon CD Plans and Specs with Addendum 2 from Halff Associates dated 2023-11-06 and is based upon accepted alternates approved by the City on 2023-12-13 and 2023-12-19. The Documents will need to be updated for the accepted alternates and the pricing will need to be confirmed by the subcontractors.

#### DIVISION 1 INDIRECT WORK

- a. Pricing is valid until January 31, 2024
- b. We include Builder's Risk Insurance but we exclude cost of deductibles. The maximum deductible would be for a named storm which is 2.0% of the total loss.
- c. We include a Payment & Performance Bond.
- d. We include materials testing as noted in the allowances below.
- e. We exclude permit fees. We assume these are paid by Owner.
- f. We exclude threshold inspection services and third party building inspections.
- g. We exclude impact fees.
- h. We include standard system start-up, training, etc. but we exclude 3rd party Building Commissioning costs.
- i. We exclude Utility Company fees to bring power to the primary transformer and setting the transformer, natural gas to the meter and setting the meter, etc. We include connections to these utilities and bringing them into the building.
- j. We exclude Davis-Bacon wage requirements (none noted)
- k. We exclude "Buy American" clauses (none noted)
- l. We exclude permanent power charges. We assume that once FPL brings power to the building under construction that the City will pay for the power bill. We include temporary power charges only.

#### DIVISION 3: CONCRETE

- a. Tilt-wall concrete panels are 7-1/4" overall thickness (6-1/2" structural thickness plus 3/4" reveals). The structural drawings note 7-1/4" thick tilt-panels but the reveals are only shown on the architectural plans.
- b. We include allowances for concrete escalation and the monument sign foundation as noted below.

#### DIVISION 4: MASONRY

- a. We include grout fill at interior CMU walls for sound transmission purposes. We exclude sand fill.

#### DIVISION 5: METALS

- a. We exclude metal deck shown at the entry canopies on the structural drawings. We include plywood as shown on the architectural plans.
- b. We include an allowance for dumpster gates as noted below.
- c. We include bollards at the front entries as 8" diameter, 36" above grade, low speed crash tested 30 MPH

#### DIVISION 6: WOOD AND PLASTICS

- a.

#### DIVISION 7: THERMAL AND MOISTURE PROTECTION

- a. We include a fluid applied weather barrier behind stucco as Sto Gold Coat. No weather barrier is shown on the documents.
- b. We include a 60 mil TPO roof in lieu of 45 mil shown on the plans. This is provided at 60 mil to meet the specified 20 year manufacturer warranty.
- c. We include a 1/2" dens-deck cover board under the roof insulation. This is not shown on the plans but recommended by the manufacturer.
- d. We exclude the canopy on the west side of the building.

#### DIVISION 8: DOORS AND WINDOWS

- a. We include all exterior glass as non-ballistic rated. The plans show ballistic rated exterior glass at the police department but this is excluded.
- b. We include all aluminum framing as clear anodized. The specs list clear anodized and also other colors.
- c. We exclude all ballistic rated glass and doors.



# GMP Proposal

## CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS & ALLOWANCES

PROJECT: City of Bunnell Admin Building  
 LOCATION: Bunnell, Florida  
 SQUARE FEET: 17,700  
 ARCHITECT: HALFF Associates  
 ESTIMATOR: B. Rives  
 DATE: 1/8/2024 V: V3

- d. We include door and hardware alternates.

### DIVISION 9: FINISHES

- a. We exclude metal mesh in drywall partitions. These are noted on the partition types but none are shown on the plans. We only include metal mesh in the drywall ceilings where noted on the ceiling plan.
- b. We exclude floor moisture mitigation. We assume concrete slabs will be at acceptable moisture levels to receive flooring.
- c. We include an allowance for fabric-wrapped acoustical panels as noted below. No sizes are provided on the plans.
- d. Flooring products have not been selected on the documents. We include the following material allowances (no tax, install, freight, or mark-up)
- |                   |                  |
|-------------------|------------------|
| Luxury Vinyl Tile | \$2.00 per SF    |
| Tile Floor        | \$2.25 per SF    |
| Shower Tile Floor | \$2.25 per SF    |
| Wall Tile         | \$2.50 per SF    |
| Tile Base         | \$6.00 per Piece |
| VCT               | \$0.80 per SF    |
| Rubber Tile       | \$5.25 per SF    |
- e. We include an allowance for epoxy flooring as noted below.
- f. We exclude ballistic rated drywall.
- g. We include wall tile only on wet walls.
- h. We include ACT in corridors 26 and 08.
- i. We include deleting Server Room 68 and converting it to a storage room.
- j. We include ACT in the Server Rooms to reduce the size of the fire suppression tanks.

### DIVISION 10: SPECIALTIES

- a. We include five (5) each prefab aluminum canopies above the rear exit doors as design-build by the Awning Factory

### DIVISION 11, 12, 13: EQUIPMENT, FURNISHINGS, SPECIAL CONSTRUCTION

- a. We include residential appliances in the break rooms
- b. We include furnishings by OE&S
- c. We include an allowance for window treatments as noted below.
- d. We exclude digital file storage scanning
- e. We exclude rolling file systems
- f. We exclude storage, lockers, refrigerators, etc. at evidence rooms, armory, and drugs/guns/money room

### DIVISION 14: CONVEYING SYSTEMS

- a. N/A

### DIVISION 21: FIRE SUPPRESSION

- a. We include one (1) each Novec FM200 fire suppression system that will serve both server rooms.

### DIVISION 22: PLUMBING

- a. We include natural gas piping to be black steel. No painting included.
- b. We include deleting two hose bibbs.
- c. We include plumbing fixture and water heater revisions.
- d. We include CPVC pipe in lieu of copper type L.
- e. We exclude insulation on cold domestic water lines.

### DIVISION 23: HEATING VENTILATING AND AIR CONDITIONING (HVAC)

- a. The range hood is included as a residential, recirculating hood in Division 11 above.
- b. We include return air plenum in lieu of return air ductwork in the Assembly area.

# GMP Proposal

## CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS & ALLOWANCES

PROJECT: City of Bunnell Admin Building  
 LOCATION: Bunnell, Florida  
 SQUARE FEET: 17,700  
 ARCHITECT: HALFF Associates  
 ESTIMATOR: B. Rives  
 DATE: 1/8/2024 V: V3

- c. We exclude exhaust fan ER-01 and associated ductwork.
- d. We include removing 4 duct silencers.
- e. We exclude the mini split in Server Room 68 since it is being converted to a storage room.
- f. We include shortening the air transfer ductwork in corridor 26 and adding ACT ceilings.
- g. We include standard fans in lieu of ECM on boxes.

### DIVISION 26, 27 & 28: ELECTRICAL, COMMUNICATIONS, ELECTRONIC SAFETY AND SECURITY

- a. We include a natural gas generator by Generac
- b. We include a phone/data system as design/build by JSC Systems.
- c. We include an access control system as design/build by JSC Systems. We exclude all interior card readers. These are replaced with mechanical cipher locks in Division 8 above.
- d. We include a CCTV system as design/build by JSC Systems.
- e. We include a distributed antenna two-way radio enhancement system and a cell phone enhancement system as design/build by CellAntenna.
- f. We include an A/V system as design/build by JSC Systems.
- g. We include an alternate light fixture package and alternate gear package.
  
- h. We exclude cable tray between Server Room 68 & Server Room 37.
- i. We exclude a CATV system
- j. We exclude interview room recording systems. This was mentioned in an email but is not shown on the documents.
- k. We exclude UPS systems
- l. We exclude TV, telephone, internet, etc. provider charges
- m. We exclude IT equipment, servers, wireless access points, firewalls, etc.

### DIVISION 31, 32 & 33: EARTHWORK, EXTERIOR IMPROVEMENTS, UTILITIES

- a. We include sitework per the SWA civil plans. We exclude sitework for the larger Commerce Park development.
- b. We include allowances for site improvements as noted below.
- c. We include import of fill required to provide the grades shown on the civil plans from SWA.  
 The existing grades in Pond 2 are not known so we include export of 5,500 cubic yards of unsuitable soils. The contract will need to be adjusted if the actual amount of export is more or less. Additional export is \$9.45 per cubic yard and reduced export is <\$9.45> per cubic yard. Actual quantities to be determined by the geotech engineer.
- d.

### GENERAL EXCLUSIONS

Permit Fees	Threshold Inspections	Artwork & Décor
Impact Fees	Special Inspections / 3rd Party Inspections	
Mock-Ups	Permanent Utility Company Connections	

### CONTINGENCY

This estimate includes a contractor contingency. This contingency shall be allocated towards additional project costs due to changes such as, but not limited to, items related to means and methods of construction, errors, deficiencies and/or omissions in the contract documents and/or pricing that are subsequently determined necessary for a complete and functional project or issues that in the contractor's judgment are advantageous to the project. The contingency is the contractor's fund and will be applied at the contractor's discretion with the best interest of the project in mind. The contingency does not include extra scope added by Owner, Architect, and governmental and utility company authorities. The contingency may be reduced as the design is refined, and once construction is underway, will be monitored by Owner and contractor and drawn upon with the normal pay requests.

# GMP Proposal

## CLARIFICATIONS, ASSUMPTIONS, EXCLUSIONS & ALLOWANCES

PROJECT: City of Bunnell Admin Building  
 LOCATION: Bunnell, Florida  
 SQUARE FEET: 17,700  
 ARCHITECT: HALFF Associates  
 ESTIMATOR: B. Rives  
 DATE: 1/8/2024 V: V3

### ALLOWANCES

The following allowances have been **INCLUDED** in our estimate. An allowance is included for certain cost items whose exact values may vary due to incomplete design, owner, governmental authority, or other decisions outside the Contractor's control. Upon the completion of these items, the Contractor shall provide an accounting of the actual costs incurred to complete this work and the Contractor will be granted a change order adjusting the contract amount to reflect the actual cost. All allowances are inclusive of material, freight, taxes, labor, equipment, and subcontractor mark-up unless noted otherwise.

<u>DIV</u>	<u>Description</u>	<u>Amount</u>
0300	Concrete escalation	\$10,000
	Foundation for monument sign	\$7,500
0500	Dumpster gates (2 ea x \$4,000)	\$8,000
0920	Fabric-wrapped acoustical panels	\$25,000
0960	Epoxy flooring (furnish and installed)	\$30,000
1200	Window treatments	\$10,000
3101	Asphalt & site concrete escalation	\$25,000
3230	Bike racks	\$3,000
	Benches	\$6,000
	Trash cans	\$2,550
	Picnic table	\$1,500
	Picnic shade structure	\$2,000
	Security fencing	\$33,000
	Motorized security gate	\$12,500
3232	Plaques for flagpole base	\$6,000
9000	Materials testing	\$15,000
	<b>TOTAL ALLOWANCES</b>	<b>\$197,050</b>

**TAB 4**

EXHIBIT "A" page 16

# Document Log

## LIST OF PLANS SPECIFICATIONS AND REPORTS

Sheet No.	Sheet Name	Issue Date
<b>GENERAL</b>		
	COVER SHEET	11/6/2023
G-001	INDEX, GENERAL NOTES, SYMBOLS, & CODE DATA	11/6/2023
G-002	ABBREVIATIONS	11/6/2023
G-011	FLORIDA ACCESSIBILITY STANDARDS	11/6/2023
G-012	FLORIDA ACCESSIBILITY STANDARDS	11/6/2023
G-101	LIFE SAFETY PLAN	11/6/2023
G-102	LIFE SAFETY SCHEDULES	11/6/2023
<b>CIVIL</b>		
C-01	GENERAL NOTES AND SPECIFICATIONS	11/6/2023
C-02	EXISTING CONDITIONS	11/6/2023
C-03	BOUNDARY SURVEY	11/6/2023
C-04	STORMWATER POLLUTION PREVENTION PLAN AND DETAILS - 1 OF 2	11/6/2023
C-05	STORMWATER POLLUTION PREVENTION PLAN AND DETAILS - 2 OF 2	11/6/2023
C-06	MASTER SITE PLAN	11/6/2023
C-07	PAVING, GRADING AND DRAINAGE PLAN - 1 OF 2	11/6/2023
C-08	PAVING, GRADING AND DRAINAGE PLAN - 2 OF 2	11/6/2023
C-09	CONSTRUCTION DETAILS - 1 OF 2	11/6/2023
C-10	CONSTRUCTION DETAILS - 2 OF 2	11/6/2023
C-11	MASTER UTILITY PLAN	11/6/2023
C-12	UTILITY DETAILS - 1 OF 3	11/6/2023
C-13	UTILITY DETAILS - 2 OF 3	11/6/2023
C-14	UTILITY DETAILS - 3 OF 3	11/6/2023
<b>LANDSCAPE</b>		
LS-201	LANDSCAPE NOTES & SPECIFICATONS	11/6/2023
LS-202	COB CODE REQUIREMENTS & PLANT SCHEDULE	11/6/2023
IR-300	IRRIGATION PLAN	11/6/2023
IR-300	LANDSCAPE PLAN	11/6/2023
IR-301	IRRIGATION DETAILS	11/6/2023
IR-302	DRIP IRRIGATION DETAILS	11/6/2023
IR-303	IRRIGATION SCHEDULES, NOTES, & SPECIFICATIONS	11/6/2023
<b>STRUCTURAL</b>		
S001	STRUCTURAL GENERAL NOTES	11/6/2023
S002	SPECIAL INSPECTIONS	11/6/2023
S003	SPECIAL INSPECTIONS	11/6/2023
S004	WIND LOAD DIAGRAMS	11/6/2023
S101	FOUNDATION PLAN	11/6/2023
S201	ROOF FRAMING PLAN	11/6/2023
S301	FOUNDATION DETAILS	11/6/2023
S302	FOUNDATION DETAILS	11/6/2023
S303	FOUNDATION DETAILS	11/6/2023
S401	ROOF FRAMING DETAILS	11/6/2023
S402	ROOF FRAMING DETAILS	11/6/2023

## LIST OF PLANS SPECIFICATIONS AND REPORTS

S403	ROOF FRAMING DETAILS	11/6/2023
S404	ROOF FRAMING DETAILS	11/6/2023
S501	TILT UP DETAILS	11/6/2023
S502	TILT UP DETAILS	11/6/2023
S601	MASONRY DETAILS	11/6/2023
<b>ARCHITECTURAL</b>		
A-001	ARCHITECTURAL SITE PLAN	11/6/2023
A-011	SITE DETAILS	11/6/2023
A-101	OVERALL FLOOR PLAN	11/6/2023
A-102	POLICE DEPT. FLOOR PLAN	11/6/2023
A-103	ADMINISTRATION DEPT. FLOOR PLAN	11/6/2023
A-104	CITY COUNCIL CHAMBERS FLOOR PLAN	11/6/2023
A-111	OVERALL REFLECTED CEILING PLAN 1	11/6/2023
A-121	OVERALL ROOF PLAN	11/6/2023
A-131	OVERALL ROOM FINISH FLOOR PLAN	11/6/2023
A-141	OVERALL FURNITURE PLAN	11/6/2023
A-151	PANEL TYPE IDENTIFICATION PLAN	11/6/2023
A-201	EXTERIOR ELEVATIONS 1	11/6/2023
A-202	EXTERIOR ELEVATIONS 2	11/6/2023
A-211	INTERIOR ELEVATIONS 1	11/6/2023
A-212	INTERIOR ELEVATIONS 2	11/6/2023
A-213	INTERIOR ELEVATIONS 3	11/6/2023
A-214	INTERIOR ELEVATIONS 4	11/6/2023
A-215	INTERIOR ELEVATIONS 5	11/6/2023
A-221	PANEL ELEVATIONS 1	11/6/2023
A-222	PANEL ELEVATIONS 2	11/6/2023
A-223	PANEL ELEVATIONS 3	11/6/2023
A-301	BUILDING SECTIONS	11/6/2023
A-311	WALL SECTIONS 1	11/6/2023
A-312	WALL SECTIONS 2	11/6/2023
A-313	WALL SECTIONS 3	11/6/2023
A-314	WALL SECTIONS 4	11/6/2023
A-401	ENLARGED FLOOR PLANS 1	11/6/2023
A-402	ENLARGED FLOOR PLANS 2	11/6/2023
A-403	ENLARGED FLOOR PLANS 3	11/6/2023
A-411	ENLARGED REFLECTED CEILING PLANS 1	11/6/2023
A-412	ENLARGED REFLECTED CEILING PLANS 2	11/6/2023
A-421	ENLARGED ELEVATIONS 1	11/6/2023
A-501	PLAN DETAILS	11/6/2023
A-511	SECTION DETAILS	11/6/2023
A-521	ROOF DETAILS	11/6/2023
A-531	MILLWORK SECTIONS & DETAILS	11/6/2023
A-541	PANEL DETAILS	11/6/2023
A-551	CEILING DETAILS	11/6/2023
A-561	AWNING AND LADDER DETAILS	11/6/2023
A-571	RAMP & STAIR DETAILS	11/6/2023
A-600	DOOR SCHEDULE 1	11/6/2023

## LIST OF PLANS SPECIFICATIONS AND REPORTS

A-601	DOOR SCHEDULE 2	11/6/2023
A-602	DOOR TYPES & DETAILS	11/6/2023
A-611	STOREFRONT / WINDOW SCHEUDLE & TYPES	11/6/2023
A-612	STOREFRONT DETAILS	11/6/2023
A-621	PARTITION TYPES & DETAILS	11/6/2023
A-622	PARTITION TYPES & DETAILS	11/6/2023
A-701	ROOM FINISH SCHEDULE & LEGEND	11/6/2023
A-702	FFE SCHEDULE	11/6/2023
A-703	FFE SCHEDULE	11/6/2023
<b>PLUMBING</b>		
P-001	GENERAL NOTES AND LEGENDS	11/6/2023
P-100	PLUMBING SITE PLAN	11/6/2023
P-101	OVERALL PLUMBING FLOOR PLAN	11/6/2023
P-102	PLUMBING ROOF PLAN	11/6/2023
P-301	PLUMBING ENLARGED PLANS	11/6/2023
P-401	POLICE DEPT. PLUMBING DWV PLAN	11/6/2023
P-402	ADMINISTRATION DEPT. PLUMBING DWV PLAN	11/6/2023
P-403	CITY COUNCIL PLUMBING DWV PLAN	11/6/2023
P-411	POLICE DEPT. PLUMBING PRESSURE PIPE PLAN	11/6/2023
P-412	ADMINISTRATION DEPT. PLUMBING PRESSURE PIPE PLAN	11/6/2023
P-413	CITY COUNCIL CHAMBER PLUMBING PRESSURE PIPE PLAN	11/6/2023
P-501	PLUMBING DETAILS	11/6/2023
P-601	PLUMBING SCHEDULES	11/6/2023
P-701	PLUMBING RISER DIAGRAMS	11/6/2023
<b>MECHANICAL</b>		
M-001	GENERAL NOTES AND LEGENDS	11/6/2023
M-002	MECHANICAL GENERAL NOTES	11/6/2023
M-101	OVERALL MECHANICAL FLOOR PLAN	11/6/2023
M-102	OVERALL MECHANICAL ROOF PLAN	11/6/2023
M-401	POLICE DEPT. MECHANICAL FLOOR PLAN	11/6/2023
M-402	ADMINISTRATION DEPT. MECHANICAL FLOOR PLAN	11/6/2023
M-403	CITY COUNCIL CHAMBER MECHANICAL FLOOR PLAN	11/6/2023
M-501	MECHANICAL DETAILS I	11/6/2023
M-502	MECHANICAL DETAILS II	11/6/2023
M-503	MECHANICAL DETAILS III	11/6/2023
M-504	MECHANICAL DETAILS IV	11/6/2023
M-601	MECHANICAL SCHEDULES I	11/6/2023
M-602	MECHANICAL SCHEDULES II	11/6/2023
M-603	MECHANICAL SCHEDULES III	11/6/2023
M-701	MECHANICAL CONTROLS I	11/6/2023
M-702	MECHANICAL CONTROLS II	11/6/2023
M-703	MECHANICAL CONTROLS III	11/6/2023
M-704	MECHANICAL CONTROLS IV	11/6/2023
M-705	MECHANICAL CONTROLS V	11/6/2023
M-706	MECHANICAL CONTROLS VI	11/6/2023
<b>FIRE PROTECTION</b>		
FP-001	FIRE PROTECTION NOTES & SPECIFICATIONS	11/6/2023

## LIST OF PLANS SPECIFICATIONS AND REPORTS

FP-100	CONCEPTUAL FIRE PROTECTION PLAN	11/6/2023
<b>ELECTRICAL</b>		
E-001	GENERAL NOTES AND LEGENDS	11/6/2023
E-100	ELECTRICAL SITE PLAN	11/6/2023
E-101	OVERALL ROOF ELECTRICAL PLAN	11/6/2023
E-501	ELECTRICAL DETAILS I	11/6/2023
E-502	ELECTRICAL DETAILS II	11/6/2023
E-601	ELECTRICAL SCHEDULES I	11/6/2023
E-602	ELECTRICAL SCHEDULES II	11/6/2023
E-603	ELECTRICAL SCHEDULES III	11/6/2023
E-701	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
E-702	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
E-703	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
E-704	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
E-705	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
E-706	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
E-707	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
E-708	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
E-709	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
E-710	LIGHTING CONTROL VENDOR SUPPLIED REFERENCE	11/6/2023
EL-101	POLICE DEPT. LIGHTING PLAN	11/6/2023
EL-102	ADMINISTRATION DEPT. LIGHTING PLAN	11/6/2023
EL-103	CITY COUNCIL CHAMBERS LIGHTING PLANS	11/6/2023
EM-101	POLICE DEPT. MECHANICAL POWER PLAN	11/6/2023
EM-102	ADMINISTRATION DEPT. MECHANICAL POWER PLAN	11/6/2023
EM-103	CITY COUNCIL CHAMBERS MECHANICAL POWER PLANS	11/6/2023
EP-101	POLICE DEPT. POWER PLAN	11/6/2023
EP-102	ADMINISTRATION DEPT. POWER PLAN	11/6/2023
EP-103	CITY COUNCIL CHAMBERS POWER PLANS	11/6/2023
ES-101	POLICE DEPT. SPECIAL SYSTEMS PLAN	11/6/2023
ES-102	ADMINISTRATION DEPT. SPECIAL SYSTEMS PLAN	11/6/2023
ES-103	CITY COUNCIL CHAMBERS SPECIAL SYSTEMS PLANS	11/6/2023
<b>TREE MITIGATION</b>		
TM-100	TREE MITIGATION PLAN	11/6/2023
TM-101	TREE INVENTORY & SUMMARY CALCULATIONS	11/6/2023
<b>SPECIFICATIONS</b>		
	TECHNICAL SPECIFICATIONS	11/6/2023
<b>REPORTS</b>		
	GEOTECHNICAL EVALUATION	10/11/2021
	GEOTECHNICAL STORMWATER EVALUATION	9/1/2023





## City of Bunnell, Florida

### Agenda Item No. C.4.

Document Date: 1/5/2024 Amount:  
Department: Community Development Account #:  
Subject: Request to appoint Janice Catoggio as a regular member of the Planning, Zoning and Appeals Board to fill a vacated seat.  
Agenda Section: Consent Agenda:  
Goal/Priority: Organizational Excellence

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

This is a request to appoint Janice Catoggio as a regular member of the Planning, Zoning and Appeals Board. Ms. Catoggio currently serves as the Alternate of the Planning, Zoning and Appeals Board.

#### **Background:**

Janice Catoggio was appointed to the alternate position in September 2023. The term for this position is set to expire in January 2026.

Nealon Joseph, a regular member of the PZA Board, has resigned from the Board due to his acceptance of a job opportunity in central Florida. The term for this vacated position is set to expire in October 2024. With the seat now being open, Ms. Catoggio wishes to move from the alternate seat and be a regular member of the Board. She will be in this position till the expiration of the term, where she can have the option to be reappointed to another 3-year term.

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

Ms. Catoggio continues to meet the requirements to serve on the Planning, Zoning and Appeals Board.

#### **Staff Recommendation:**

Approve Janice Catoggio to serve as a regular member of the PZA Board to fill the vacated seat.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Approved.



## City of Bunnell, Florida

### Agenda Item No. E.1.

Document Date: 12/5/2023 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2024-01 Requesting the Voluntary Contraction of the City's  
Boundaries for 10+/- acres of property located at 100 Favoretta Road. - First  
Reading  
Agenda Section: Ordinances: (Legislative):

#### ATTACHMENTS:

Description	Type
Ordinance 2024-01 Gator Parks Contraction	Ordinance
Business Impact Estimate (Ord. 2024-01)	Exhibit
Feasibility Study	Exhibit
Voluntary Contraction Petition - Gator Parks	Exhibit

#### Summary/Highlights:

This is a request by Gator-Parks LLC for the voluntary Contraction of the City's Boundary for 10+/- acres of property located at 100 Favoretta Road and can further be identified by Parcel ID number 21-13-31-0650-000B0-0110 assigned by the Flagler County Property Appraiser's Office.

In accordance with Florida Statute, the written notice to the Flagler County Board of Commissioners was sent on December 28, 2023. The Business Impact Statement was published on the City website on December 28, 2023.

#### Background:

The applicant, Gator-Parks LLC, owns the parcel of land located within the City of Bunnell. Gator-Parks LLC has petitioned the City of Bunnell to de-annex the subject property from its corporate limits under the justification that no city services are currently provided to the property or will ever be for many years in exchange for high property taxes.

The subject property was annexed into the City limits on the 9th day of August 2021 by the current owner. In August of 2022, the applicant was issued a building permit to construct a new single-family residence. They passed all their inspections and was issued a Certificate of Occupancy on August 11, 2023. Although the applicant claims they receive no city services, that only applies to potable water and sanitary sewer services. Community Development, public safety, solid waste, and other administrative services are still available to the subject parcel which they have used to

pull building permits.

Before annexing into the City of Bunnell, the ad valorem taxes for 2020 was \$1,104.65; The taxes in 2021 for the property increased to \$1,920.63 with only \$633.41 being taxed to the City of Bunnell since the City was added to the list of taxing authorities. Presently, the taxes for 2023 is totaled at \$2,415.08 and \$818.00 is credited to the City of Bunnell. In the span of two years, the taxes for the subject property have increased \$184.59, as described in the feasibility study.

The location of this property is on the perimeter of the City boundaries. Pursuant to Section 171.052, Florida Statutes, the contraction of this parcel will not result in the creation of an enclave and does not meet the criteria for annexation as stated in the feasibility study attached.

**Staff Recommendation:**

Deny Ordinance 2024-01 Requesting the voluntary contraction of the City's boundaries for 10+/- acres of property located at 100 Favoretta Road. - First Reading

**City Attorney Review:**

171.051 (2) states that rejections of applications for contraction submitted after July 1, 2023 are **legislative decisions**.

- Recommend denial based on staff's recommendation and approve to be placed on Agenda for Commission's legislative review.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Reviewed for addition to the Agenda.

## ORDINANCE 2024-01

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 10.0 ACRES MORE OR LESS OF REAL PROPERTY, GENERALLY LOCATED SOUTH OF COUNTY ROAD 200 AND DIRECTLY ABUTTING FAVORETTA ROAD AND TWIN LAKES ROAD, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTIES FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 171, *Florida Statutes*, provides the exclusive method of municipal annexation or contraction in order to ensure sound urban development and efficient provision of urban services; and

**WHEREAS**, Gator-Parks LLC owns the subject parcel which is the subject of this ordinance, identified by Flagler County Tax Parcel ID Number: 21-13-31-0650-000B0-0110 totaling approximately 10.0+/- acres, such property described in Exhibit A and illustrated in Exhibit B, and incorporated herein by reference is contiguous to the corporate limits of the City of Bunnell; and

**WHEREAS**, the owner has requested that the City deannex this parcel; and

**WHEREAS**, this parcel fails to meet all of the criteria of Chapter 171.043, F.S., specifying the character of an area that may be annexed upon the proposal of a municipality; and

**WHEREAS**, this parcel has not been developed for urban purposes; and

**WHEREAS**, there is one structure, a single-family residence, on the subject property; and

**WHEREAS**, the contraction of this parcel will not result in a portion of the City becoming noncontiguous with the rest of the municipality; and

**WHEREAS**, upon adoption of this Ordinance, the municipal boundary lines of the City of Bunnell shall be redefined to exclude the subject real property.

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

**Section 1. Recitals.**

The foregoing recitals are true and correct and are fully incorporated herein by this reference.

**Section 2. Contraction of Subject Properties.**

The Subject Property as illustrated in Exhibit "B" shall be, and is hereby deannexed from the City of Bunnell, Florida. The property is described in Exhibit "A" and illustrated in Exhibit "B". The Subject Property shall be excluded from the existing boundaries of the City of Bunnell, Florida, from the effective date of this Ordinance.

**Section 3. City Boundaries Redefined.**

(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 Administrator), 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 the property contracted/de-annexed by this Ordinance is removed from the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell and the map of the City Limits of the City of Bunnell in an expeditious manner.

(c) The City Manager, or designees, are hereby authorized and directed to legally describe and map the revised 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. Repeal of Prior Inconsistent Ordinances and Resolutions.**

All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 5. Severability.**

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

**Section 6. Effective Date.**

This Ordinance shall take effect immediately upon adoption.

First Reading: approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Second Reading/Final Reading: adopted on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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

Approved for form and content by:

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

Attest:

Seal:

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

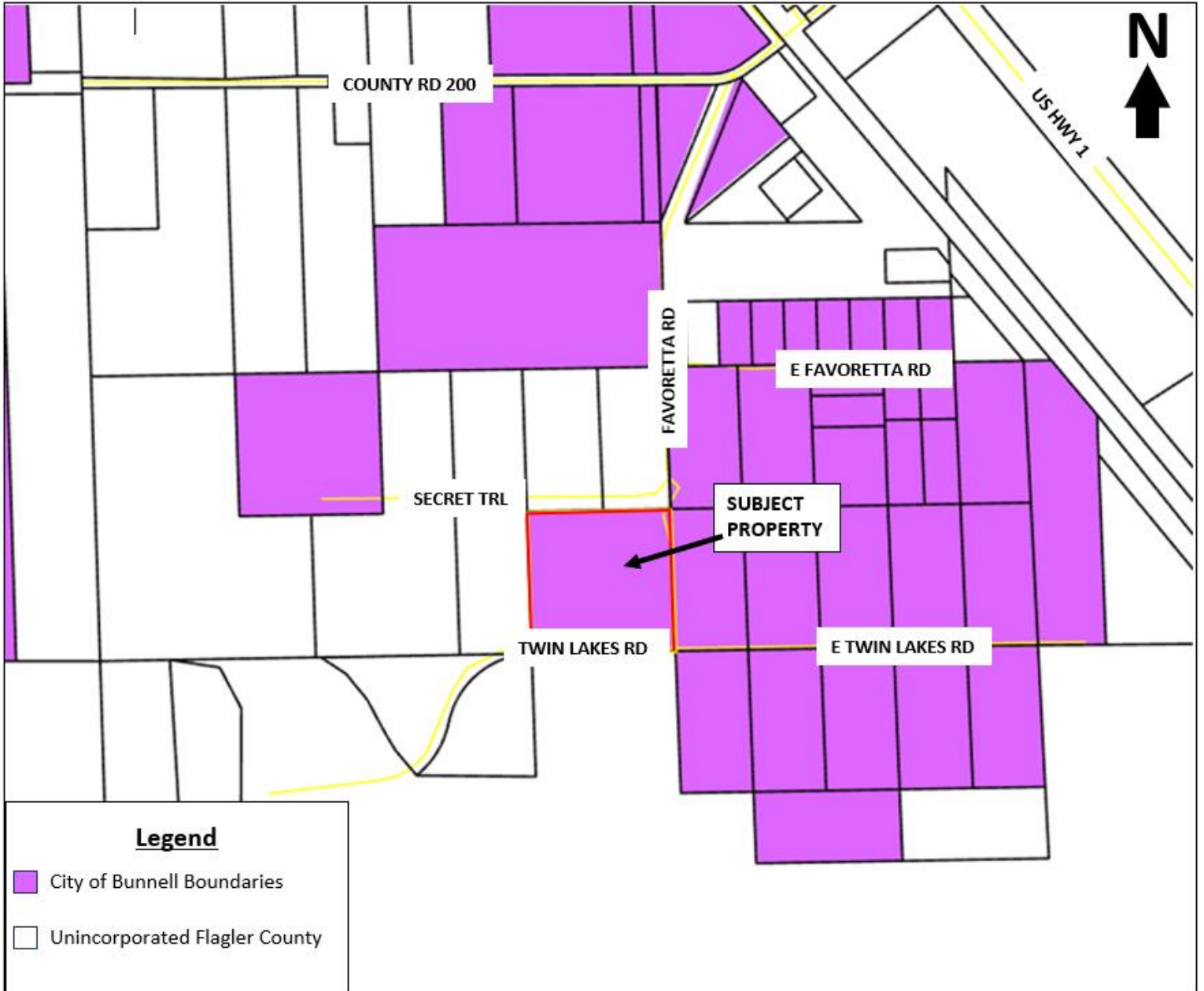
**Exhibit "A"**  
Legal Description

LOT 11, BLOCK "B", OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION, SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. RESERVING UNTO THE GRANTOR, HIS HEIRS AND/OR ASSIGNS THE NORTH 64.0 FEET FOR CANAL MAINTENANCE AND UTILITY EASEMENT SUBJECT TO THAT CERTAIN 100 FOOT INGRESS AND EGRESS EASEMENT TO FAVORETTA INVESTMENT GROUP I ACROSS THE SOUTH AND EAST PART OF THE ABOVE DESCRIBED LANDS SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 100 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES AND BEING A PART OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 AND A PART OF THE MAP OF FAVORETTA SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 5, ALL IN SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 21 ALSO BEING THE NORTHWEST CORNER OF BLOCK 'A' OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION OF SAID SECTION 21, THENCE RUN S89°31'44"E, 326.42 FEET ALONG SAID NORTH LINE OF BLOCK 'A' AND ALONG SAID NORTH LINE OF THE AFORESAID NORTHEAST  $\frac{1}{4}$  OF SECTION 21 TO THE CENTER LINE OF THE FOLLOWING DESCRIBED SAID 100 FOOT EASEMENT AND THE POINT OF BEGINNING, THENCE S21°44'00"W ALONG SAID CENTER LINE, 673.01 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 536.00 FEET, THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°42'20" A ARC DISTANCE OF 212.41 FEET TO THE POINT OF TANGENT OF SAID CURVE, THENCE RUN S00°58'20"E, 1550.05 FEET TO THE POINT OF CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 244.10 FEET, THENCE RUN SOUTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°22'02" A ARC DISTANCE OF 389.26 FEET TO THE POINT OF TANGENT OF SAID CURVE, THENCE N89°36'18"W, 315.00 FEET TO THE POINT OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 630.00 FEET, THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°16'11" A ARC DISTANCE OF 728.67 FEET TO THE POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 402.58 FEET, THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°48'05" A ARC DISTANCE OF 406.13 FEET TO THE TANGENCY OF SAID CURVE AND THE TERMINATION OF SAID 100 FOOT CENTERLINE EASEMENT.



**Exhibit "B"**  
Contraction Map



# Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Bunnell has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Bunnell may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

## Proposed ordinance’s title/reference:

ORDINANCE 2024-01

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 10.0 ACRES MORE OR LESS OF REAL PROPERTY, GENERALLY LOCATED SOUTH OF COUNTY ROAD 200 AND DIRECTLY ABUTTING FAVORETTA ROAD AND TWIN LAKES ROAD, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTIES FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

## Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  - Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

**Business Impact Estimate:**

The City of Bunnell hereby publishes the following information:

1. **A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This Ordinance is directed towards the Voluntary Contraction of a property within the City of Bunnell limits.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

- (b) **Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

- (c) **An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

4. **Additional information the governing body determines may be useful (if any):**

*Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*

**To:** Joe Parsons  
Interim Director of Community Development

**From:** Mark P, Karet, AICP  
Director of Planning

**Date:** November 13, 2023

**Subject:** Feasibility Study Proposed Municipal Contraction  
Parcel ID: 21-13-31-0650-000A0-0081 & 21-13-31-0650-000B0-0110  
Ownership – Amber & Joseph Gallagher, Jr & Gator Parks LLC

**Background:**

The Gallaghers and Gator Parks LLC have commissioned this analysis to accompany their petition to de-annex the subject properties from the City of Bunnell. The properties are identified as Parcel ID numbers: 21-13-31-0650-000A0-0081 & 21-13-31-0650-000B0-0110. Combined they are 15 ± acres in size. Parcel 21-13-31-0650-000A0-0081 is addressed as 85 E. Twin Lakes Road. Parcel 21-13-31-0650-000B0-0110 is addressed as 100 Favoretta Road. Parcel 21-13-31-0650-000A0-0081 contains a recently constructed single-family residence in which 2 people reside. Parcel 21-13-31-0650-000B0-0110 is vacant.

The area surrounding the subject properties is rural. It is a sparsely developed area with a very low population density, well below 100 people per square mile. The land uses in the vicinity are exclusively agricultural activities and rural residential development. See the inset map below which shows the subject property and its rural area surroundings.



While the property has available to it the same general administrative and public safety services available to all properties within the City of Bunnell, it does not receive solid waste collection, potable water, or sanitary sewer services from the City. The nearest City of Bunnell potable water and sanitary sewer services are over 8 miles away from the subject property.

### Fiscal Considerations

In 2022, \$435.13 in ad valorem real estate taxes were paid to the City of Bunnell for parcel 21-13-31-0650-000A0-0081. At that time the property was taxed as vacant. Now that a house has been constructed on the parcel, the 2023 ad valorem tax bill for the City is \$2,488.66. Since parcel 21-13-31-0650-000A0-0081 is now occupied, the City will also lose “de minimis” amounts of money in electric utility service taxes, franchise fees, local option taxes, state revenue sharing and communications services taxes. These taxes and fees are dependent on use and/or total population. The owner of parcel 21-13-31-0650-000B0-0110 paid \$696.75 to the City of Bunnell in ad valorem taxes in 2022 and is scheduled to pay \$818.00 in 2023. Loss of these revenues from the properties will not have an appreciable impact on the City’s overall fiscal position.

### Statutory Analysis

This section analyzes the feasibility of contracting the subject property from the municipal boundaries of the City of Bunnell consistent with *Chapter 171.052, F.S. Criteria for contraction of municipal boundaries*. Chapter 171.052, F.S. states that (1) “Only those areas which do not meet the criteria for annexation in s. 171.043 may be proposed for exclusion by municipal governing bodies...”. Under Chapter 171.043, F.S., areas may be annexed only if lands are: (1) contiguous to the municipality’s boundaries per Chapter 171.043 (1), F.S., and (2) meets the requirements of either Chapter 171.043(2) or Chapter 171.043 (3).

### **Statutory Criterion:**

**Criteria:** Chapter 171.043(1) requires that the total area to be annexed must be contiguous to the municipality’s boundaries at the time the annexation proceeding is begun and reasonably compact. No part of the area to be annexed shall be included within the boundary of another incorporated municipality.

**Findings:** The subject properties meet this criterion for areas to be annexed. They are contiguous to other lands that are incorporated into the City of Bunnell so that a substantial portion of the subject properties northeastern, eastern, and southeastern boundaries are coterminous with the boundary of the City. See the attached aerial location map which shows the subject property in relation to Bunnell’s corporate limits.

**Criteria:** Chapter 171.043(2) requires that the area to be annexed must be developed for urban purposes which is defined as a developed area that meets any of the following:

- (a) *A total resident population equal to at least two persons for each acre of land; or*

*(b) A total resident population that equals at least one person for each acre of land and is subdivided into lots and tracts so that at least 60 percent of total number of lots and tracts are 1 acre or less in size; or*

*(c) Is developed with at least 60 percent of total number of lots and tracts in area at the time of annexation that are used for urban purposes and is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.*

**Findings:** The proposed contraction area fails to meet “a”, “b” and “c” in Chapter 171.043(2) since the subject properties have a population density of less than 1 person per acre, are not divided into parcels of less than 1 acres is size, and no part of the subject property is used for urban purposes.

**Criteria:** Chapter 171.043(3) states that in addition to being developed for urban purpose, an area may be included in the land to be annexed any additional area which does not meet the requirements of subsection (2), if the area either:

*(a) lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or*

*(b) is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).*

**Findings:** The proposed contraction area fails to meet Criteria 171.043(3) since the subject property does not lie between Bunnell’s municipal boundary and an area developed for urban purposes nor is any part of the subject property adjacent to lands used for urban purposes as defined in Chapter 171.043(2), F.S.

**Criteria:** Chapter 171.052 states that if area proposed to be excluded does not meet the criteria of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.





**Findings:** Contraction of the subject properties would not separate the City of Bunnell from any of its remaining corporate limits. See the attached location map which depicts the subject property in relation to Bunnell’s municipal boundary. The proposed boundary contraction does not create any noncontiguous areas within the City. The boundary contraction will have no impact on the City’s ability to deliver services to the area.

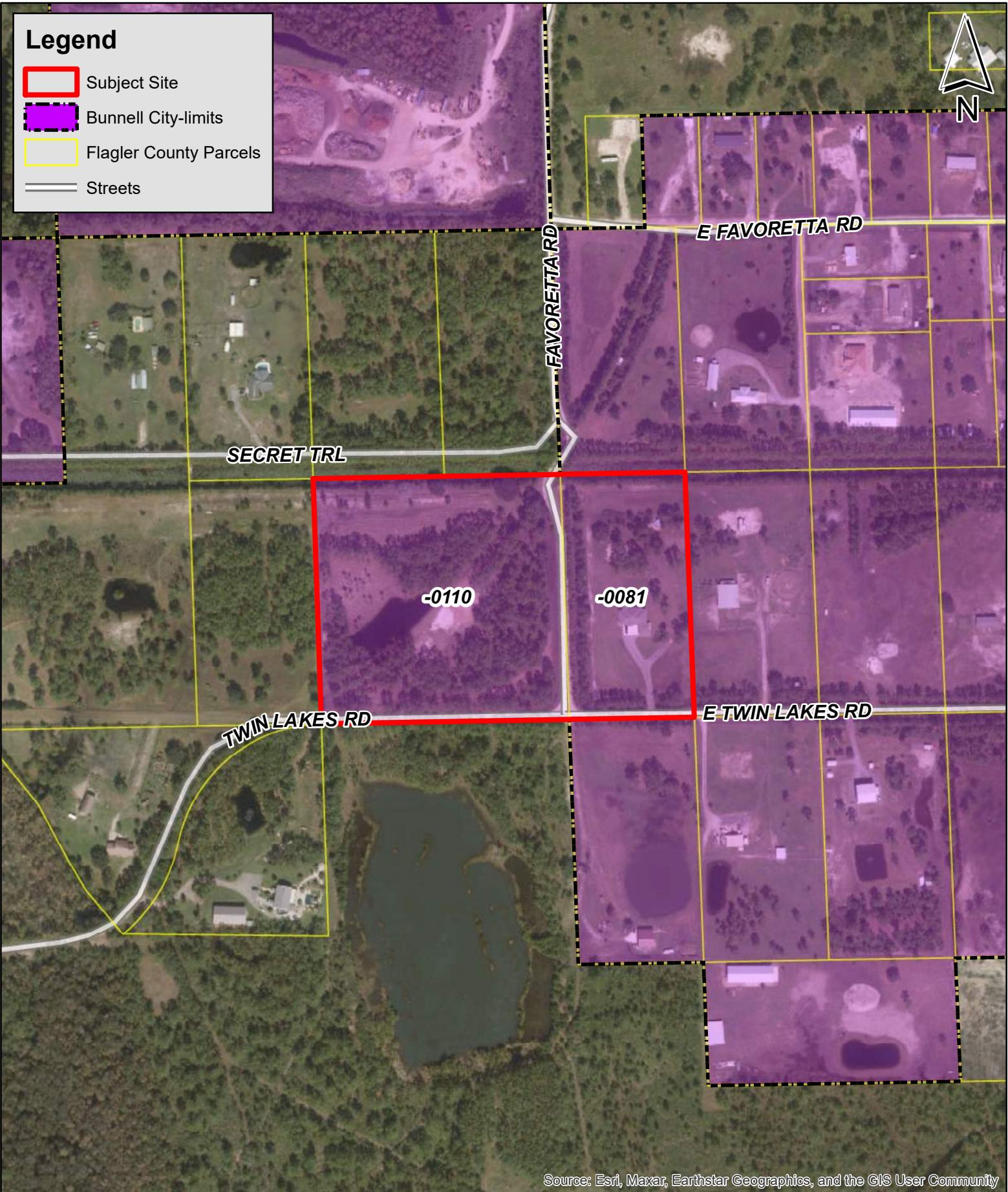
**Conclusion:**

The proposed contraction of the Subject Property meets the criteria established by Chapter 171.052 F.S. for the contraction of municipal boundaries since the subject property fails to meet the criteria for annexation in Section 171.043. The Subject Property fails to meet criteria outlined in Chapter 171.043(2) or Chapter 171.043 (3).

Excluding the subject property from the corporate limits of the City of Bunnell is feasible based on the findings above. The proposed boundary contraction will have no significant fiscal impact on the City or its ability to provide services to or connection with any urban area as defined by the Florida Statutes.

# Legend

-  Subject Site
-  Bunnell City-limits
-  Flagler County Parcels
-  Streets

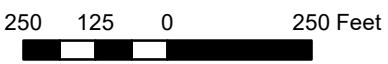


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Created by: eobrien  
Date Saved: 11/9/2023  
Path: Z:\PROJECTS\2023\23257 - Gallagher De-Annexation\23257 - Aerial Map

## Aerial Map Gallagher/Parks De-Annexation Bunnell, Florida

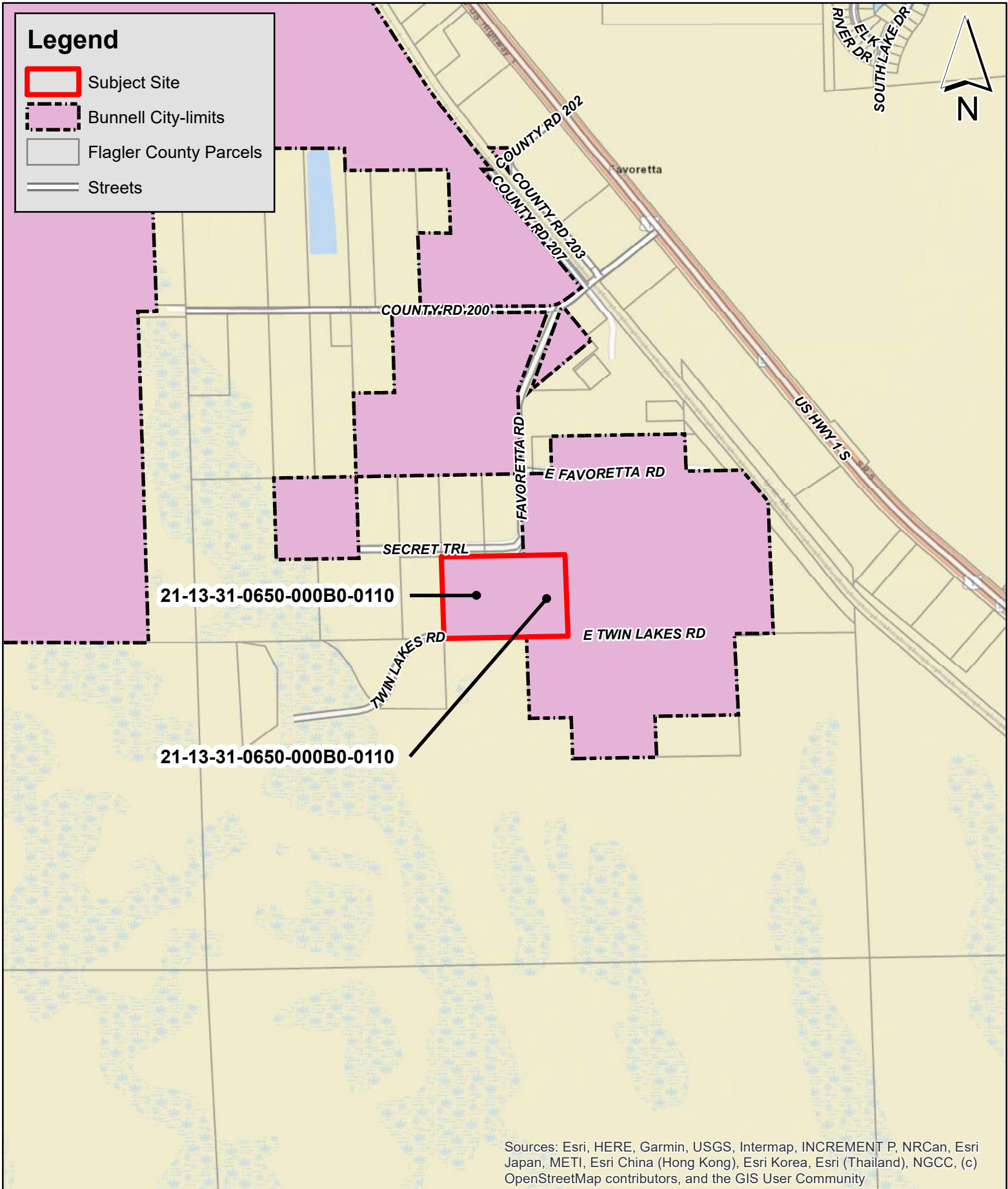
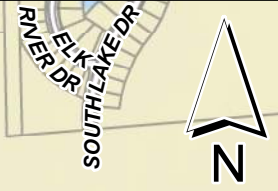
 **ZEV COHEN**  
& ASSOCIATES INC  
300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482





# Legend

-  Subject Site
-  Bunnell City-limits
-  Flagler County Parcels
-  Streets



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

Created by: eobrien  
Date Saved: 11/10/2023  
Path: Z:\PROJECTS\2023\23257 - Gallagher De-Annexation\23257 - Location Map.mxd

## Location Map Gallagher/Parks De-Annexation Bunnell, Florida



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

750 375 0 750 Feet



**City of Bunnell, Florida**  
P. O. Box 756 Bunnell, FL 32110  
Phone: (386) 437-7516

**PETITION FOR VOLUNTARY CONTRACTION**  
*Pursuant to Florida Statute 171.051 & 171.052*

I the undersigned do hereby petition the City of Bunnell, Florida to consider voluntary contraction of property from the City's corporate limits. I hereby affirm that I own/jointly own the property described below, for which I am requesting contraction from. *(Each owner must individually complete a separate form)*

Owner Name: **GATOR-PARKS, LLC**  
Parcel #: **21-13-31-0650-000B0-0110**  
Address/Location: **100 Favoretta Road**  
City/State: **Bunnell, Florida** Zip Code: **32110**  
Contact Telephone: **386-846-4541** E-Mail: **pensterparks@hotmail.com**  
Owner Mailing Address: **410 John Anderson Drive, Ormond Beach, FL 32176**  
Reason for requesting contraction: **No City Services provided to this property in exchange for high property taxes. This area will not see any City infrastructure or development for many years to justify the added property taxes.**

# Structures on Parcel: **1** Parcel Population: **0**  
Present Garbage Service Provider: **Waste Pro**  
Present Water/Sewer System: Well **Yes** City Water/Sewer: **No** Septic: **Yes**  
Current Zoning: **AG** Current Use: **Residential**

**Attachments:**

1. Copy of Warranty Deed
2. Copy of Most Recent Tax Notice

Petitioner:

**Penny E. Parks, Registered Agent**  
Type or Printed Name

*Penny E. Parks* 12-06-2023  
Signature / Date

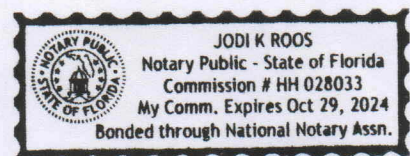
STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6<sup>th</sup> day of December, 2023, by Penny E. Parks who is personally known  OR produced identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

*Jodi K Roos*  
(Signature of Notary Public-State of Florida)

Stamp:



This instrument prepared by:

Name: Robin Ammann  
Flagler County Abstract Company  
P.O. Box 398  
Bunnell, Florida 32110  
FILE NO. C19037

Property Appraisers Parcel Identification Number(s):  
21-13-31-0650-000B0-0010 (Master Parcel)  
Grantee(s) S.S #'s:

Inst No: 2009008421 03/24/2009  
11:20AM Book: 1708 Page: 1013 Total Pgs: 3  
Doc Stamps-Deed\$630.00  
GAIL WADSWORTH, FLAGLER Co.

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED** made the 26<sup>th</sup> day of March, 2009 by

**Marcus C. Strickland**

whose street address is P.O. Box 248, Bunnell, Florida 32110

hereinafter called the grantor\*, to

**Gator-Parks, LLC, a Delaware Limited Liability Company**

whose street address is 410 John Anderson Drive, Ormond Beach, Florida 32176

hereinafter called the grantee\*:

(\*Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum of TEN AND NO/1 00 DOLLARS (\$10.00) and on valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto the grantee and grantee 's heirs forever the follow described land situate in County of Flagler, State of Florida, to wit:

Tract 11, Block B, Bunnell Development Company Subdivision, Section 21, Township 13 South, Range 31 East, recorded in Map Book 1, page 1, of the Public Records of Flagler County, Florida. Reserving unto the Grantor, heirs and/or assigns the North 64.0 feet for Canal Maintenance and Utility Easement. Together with that certain foot ingress and egress easement to Favoretta Investment Group 1 across the South and East part of the above described lands. Said easement being more particularly described in attached Exhibit "A".

**GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY.**

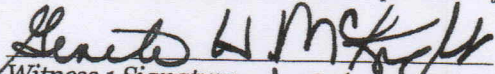
**PROTECTIVE COVENANTS AND RESTRICTIONS, SEE ATTACHED EXHIBIT "B".**

**Together**, with all the tenements, hereditaments and appurtenances thereto be longing or in otherwise appertaining. **To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accrued subsequent to December 31<sup>ST</sup>, 2008. **FURTHER SUBJECT TO** Restrictions, Reservations, Covenants, Dedications, Resolution Conditions and Easements of record, if any, however this reference shall not operate to reimpose same.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

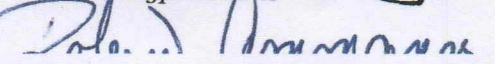
Signed, sealed and delivered in the presence of:



Witness 1 Signature

Genette H McKnight

Printed or Typed Name





Marcus C. Strickland

hereinafter called the grantee\*:

(\*Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum of TEN AND NO/1 00 DOLLARS (\$10.00) and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto the grantee and grantee's heirs forever the following described land situate in County of Flagler, State of Florida, to wit:

Tract 11, Block B, Bunnell Development Company Subdivision, Section 21, Township 13 South, Range 31 East, as recorded in Map Book 1, page 1, of the Public Records of Flagler County, Florida. Reserving unto the Grantor, his heirs and/or assigns the North 64.0 feet for Canal Maintenance and Utility Easement. Together with that certain 100 foot ingress and egress easement to Favoretta Investment Group 1 across the South and East part of the above described lands. Said easement being more particularly described in attached Exhibit "A".

GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY.

PROTECTIVE COVENANTS AND RESTRICTIONS, SEE ATTACHED EXHIBIT "B".

Together, with all the tenements, hereditaments and appurtenances thereto be longing or in otherwise appertaining To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2008. FURTHER SUBJECT TO Restrictions, Reservations, Covenants, Dedications, Resolutions, Conditions and Easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Genette H. McKnight  
Witness 1 Signature  
Genette H. McKnight  
Printed or Typed Name

Marcus C. Strickland  
Marcus C. Strickland

Robin Ammann  
Witness 2 Signature  
Robin Ammann  
Printed or Typed Name

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 20 day of March, 2009, by Marcus C. Strickland personally known to me or who produced \_\_\_\_\_ as identification and who did/did not take an oath.

Genette H. McKnight

[seal]



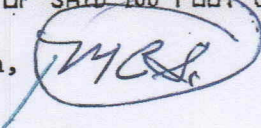
EXHIBIT "A"

DESCRIPTION: CREATED BY: EFIRD SURVEYING GROUP, INC.

LOT 11, BLOCK "B", OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION, SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AS RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. RESERVING UNTO THE GRANTOR, HIS HEIRS AND/OR ASSIGNS THE NORTH 64.0 FEET FOR CANAL MAINTENANCE AND UTILITY EASEMENT SUBJECT TO THAT CERTAIN 100 FOOT INGRESS AND EGRESS EASEMENT TO FAVORETTA INVESTMENT GROUP I ACROSS THE SOUTH AND EAST PART OF THE ABOVE DESCRIBED LANDS SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 100 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES AND BEING A PART OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 AND A PART OF THE MAP OF FAVORETTA SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 5, ALL IN SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21 ALSO BEING THE NORTHWEST CORNER OF BLOCK 'A' OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION OF SAID SECTION 21; THENCE RUN S 89°31'44" E, 326.42 FEET ALONG SAID NORTH LINE OF BLOCK 'A' AND ALONG SAID NORTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 21 TO THE CENTER LINE OF THE FOLLOWING DESCRIBED SAID 100 FOOT EASEMENT AND THE POINT OF BEGINNING; THENCE S 21°44'00" W ALONG SAID CENTER LINE, 673.01 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 536.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°42'20" A ARC DISTANCE OF 212.41 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE RUN S 00°58'20" E, 1550.05 FEET TO THE POINT OF CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 244.10 FEET; THENCE RUN SOUTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°22'02" A ARC DISTANCE OF 389.26 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE N 89°36'18" W, 315.00 FEET TO THE POINT OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 630.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°16'11" A ARC DISTANCE OF 728.67 FEET TO THE POINT OF REVERSE CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 402.58 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°48'05" A ARC DISTANCE OF 406.13 FEET TO THE TANGENCY OF SAID CURVE AND THE TERMINATION OF SAID 100 FOOT CENTERLINE EASEMENT.

\* And Together with,



## Exhibit "B"

### Protective Covenants and Restrictions

The following Protective Covenants and Restrictions hereinafter set forth, shall run with the land described in this Deed:

1. Subdivision of Land: This land can not be subdivided into less than 1 acre parcels
2. Uses and Purposes: Only one single-family dwelling unit per one (1) acre. No business, commercial or manufacturing enterprise of any nature shall be operated on any land except farming operations. However, no commercial hog, chicken, cattle, or other animal feedlot operation shall be operated on this land. In-home businesses will be allowed.
3. Dwelling Construction: All single-family dwellings shall meet the minimum County standards. Mobile homes are allowed, but no more than one single family mobile home per 1 acre.
4. Drainage Ditches, Roads and Culverts: The drainage ditches and roads as now located and constructed over this land and reserved by Grantor, his successors, and assigns for their use shall remain in its present location on said land. All culverts and/or bridges installed in said drainage ditches on said easements shall be large enough in diameter and capacity not to impede the flow of the water and in no event shall said culverts be less than 18 in diameter and 30 feet long. No powerboats are allowed in canals.
5. Natural flow of surface and swamp water: The natural flow of all surface and swamp water cannot be impeded so as to cause a detrimental effect on the drainage of any adjacent property or property owned by the Grantor.
6. Mining, Drilling and Excavation: No mining, drilling, or excavation operations which would remove or effect the soil, or chemical content of the land shall be allowed on this land except the following: (a) The drilling for water for normal farming or residential purposes as regulated by the proper governmental agency. No water shall leave the property. (b) Excavation of ponds and other improvements is allowed as long as the excavated material remains n the land described in this deed. (c) The exploration and drilling for oil or natural gas and the subsequent operation for removal of said oil or natural gas.
7. Nuisances: All homes, structures, fences, lawns, pastures, etc. shall be maintained in a neat and orderly manner at all times. Refuse piles, debris, trash, scrap metal or other unsightly objects will not be permitted.
8. Animals: No more than two domestic animals of any kind per acre are allowed on this land. Animals, except dogs, horses, cows and cats, shall be housed or penned no closer than 100 feet to easement reserved by Grantor. All animals shall be contained on the property of its owner by adequate fencing.
9. Violation and Right to Lien: In the event of a violation of these covenants and restrictions, the Grantor or his heirs, shall give notice in writing to the property owner in violation. The violator shall have sixty (60) days to correct the violations. If the violation is not corrected within this sixty (60) day period, the Grantor or his heirs may correct the default at their discretion in which case the property shall be subject to a lien for the amount expended in correcting such default. Such lien shall be perfected upon the filing in the Flagler County Public Records a Claim of Lien signed by the Grantor, or his heirs or his attorney setting forth the description of the property, the amount of the lien, and the nature of the violation.
10. Enforcement: In the event of a violation of these covenants or restrictions, it shall be lawful for the Grantor or his heirs to prosecute any proceedings at law or in equity to enforce these covenants and restrictions or to recover damages, for violation of the same.
11. Severability: If any one or more of these restrictions should be declared invalid by a court of competent jurisdiction, the remaining restrictions and covenants not fully expressly held to be invalid shall continue unimpaired and in full force and effect.

# SUZANNE JOHNSTON Flagler County Tax Collector

## 2023 REAL ESTATE NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2023	2113310650000B00110	83288	013	

Application for Partial Payments on back of this notice.

100 FAVORETTA RD  
BUNNELL 32110  
10.00 AC BUNNELL DEV CO SUB BLK  
B TRACT 11 OR 1708/1013

R



80  
7-25364

GATOR-PARKS LLC  
410 JOHN ANDERSON DR  
ORMOND BEACH FL 32176-5407



AD VALOREM TAXES							
TAXING AUTHORITY	TELEPHONE NUMBER	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED	
FLAGLER COUNTY GENERAL FUND	386-313-4008	103,153	7.9297		103,153	817.98	
ESL	386-313-4008	103,153	0.1250		103,153	12.89	
2015 G O BONDS	386-313-4008	103,153	0.1546		103,153	15.95	
2009/2016 ESL BONDS	386-313-4008	103,153	0.1250		103,153	12.89	
FLAGLER COUNTY SCHOOL BOARD GENERAL FUND	386-437-7526	132,500	3.1550		132,500	418.04	
DISCRETIONARY	386-437-7526	132,500	0.7480		132,500	99.11	
CAP. OUTLAY	386-437-7526	132,500	1.5000		132,500	198.75	
CITY OF BUNNELL	386-437-7500	103,153	7.9300		103,153	818.00	
ST. JOHNS RIVER WATER MGMT	386-329-4500	103,153	0.1793		103,153	18.50	
FL INLAND NAVIGATION DISTRICT	561-627-3386	103,153	0.0288		103,153	2.97	
<b>TOTAL MILLAGE</b>					21.8754		
<b>TOTAL AD VALOREM TAXES</b>					\$2,415.08		
NON-AD VALOREM ASSESSMENTS							
LEVYING AUTHORITY	TELEPHONE NUMBER	RATE	AMOUNT				
<b>TOTAL NON-AD VALOREM TAXES</b>					\$0.00		
<b>TOTAL COMBINED TAXES AND ASSESSMENTS</b>					\$2,415.08		
Nov 30, 2023 \$2,318.48	Dec 31, 2023 \$2,342.63	Jan 31, 2024 \$2,366.78	Feb 29, 2024 \$2,390.93	Mar 31, 2024 \$2,415.08			

11/6  
GP LLC  
# 1128



## City of Bunnell, Florida

### Agenda Item No. E.2.

Document Date: 12/5/2023 Amount:  
Department: Community Development Account #:  
Subject: Ordinance 2024-02 Requesting the Voluntary Contraction of the City's  
Boundaries for 5+/- acres of property located at 85 East Twin Lakes Road. -  
First Reading  
Agenda Section: Ordinances: (Legislative):

#### ATTACHMENTS:

Description	Type
Ordinance 2024-02 Gallagher Contraction	Ordinance
Business Impact Estimate (Ord. 2024-02)	Exhibit
Feasibility Study	Exhibit
Voluntary Contraction Petition - Gallagher	Exhibit
Attorney General Opinion	Exhibit

#### Summary/Highlights:

This is a request by Joseph and Amber Gallagher for the voluntary contraction of the City's boundaries for 5.0+/- acres of property located at 85 E. Twin Lakes Rd. and can further be described by Parcel ID 21-13-31-0650-000A0-0081 assigned by the Flagler County Property Appraiser's Office.

In accordance with Florida Statute, the written notice to the Flagler County Board of Commissioners was sent on December 28, 2023. The Business Impact Statement was published on the City website on December 28, 2023.

#### Background:

The applicants, Joseph and Amber Gallagher, owns the subject property located within the City of Bunnell. The Gallaghers have petitioned the City of Bunnell to de-annex this property from its corporate limits under the reason that City services are not provided to this land in exchange for high property taxes.

This property was annexed into the City of Bunnell on the 12th day of April 2021. Immediately after, the owners received a building permit to construct a single-family residence which was completed in March 2022. Although this property may not receive City services in the form of potable water and sanitary sewer, it is able to receive services such as public safety, solid waste,



various administrative services, and community development services, which they have used to pull building permits.

Pursuant to Section 171.052, Florida Statutes, only land that does not meet the criteria for annexation may be excluded from municipal boundaries so long that the exclusion does not result in the creation of an enclave, which by definition is any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality. The attached feasibility study for this property was done congruently with the adjacent property who has also petitioned the City of Bunnell for contraction, and which states it is feasible for this property to de-annex in conjunction with the neighboring property; However, the contraction of this parcel would result in the creation of an enclave if the neighboring property's contraction request was denied. The contraction of this parcel is dependent on the adjacent parcel being approved for de-annexation.

**Staff Recommendation:**

Deny Ordinance 2024-02 Requesting the voluntary contraction of the City's boundaries for 10+/- acres of property located at 85 E. Twin Lakes Road. - First Reading

**City Attorney Review:**

Recommend denial of the request based on Staff's recommendation and because contraction ("de-annexation") of the property would result in a portion of the City becoming noncontiguous with the rest of the City, because it adds to an existing enclave, therefore such exclusion **shall not** be allowed as prohibited by Section 171.052 (1), F.S. (Note, this is dependent on approval of items scheduled prior to this item on the agenda).

Under Section 171.046 (1), F.S., the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves. Although the above statement is contained in Section 171.046 (1) F.S., which is titled "Annexation of Enclaves", the Attorney General has applied the provision to contraction ("de-annexation"). See AGO 98-76.

Section 171.035 (5), F.S., defines an "enclave" as: (a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or (b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

171.051 (2) states that rejections of applications for contraction submitted after July 1, 2023 are **legislative decisions**.

**Finance Department Review/Recommendation:**

**City Manager Review/Recommendation:**

Reviewed for addition to Agenda.

## ORDINANCE 2024-02

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 5.0 ACRES MORE OR LESS OF REAL PROPERTY, GENERALLY LOCATED DIRECTLY ABUTTING NORTHEAST OF THE INTERSECTION BETWEEN FAVORETTA ROAD AND EAST TWIN LAKES ROAD, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTIES FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 171, *Florida Statutes*, provides the exclusive method of municipal annexation or contraction in order to ensure sound urban development and efficient provision of urban services; and

**WHEREAS**, Joseph F. and Amber Gallagher own the parcel which is the subject of this Ordinance, identified by Flagler County Tax Parcel ID Number: 21-13-31-0650-000A0-0081 totaling approximately 5.0+/- acres, such property described in Exhibit A and illustrated in Exhibit B, and incorporated herein by reference is contiguous to the corporate limits of the City of Bunnell; and

**WHEREAS**, the owners have requested the City deannex this parcel; and

**WHEREAS**, this parcel fails to meet all of the criteria of Chapter 171.043, F.S., specifying the character of an area that may be annexed upon the proposal of a municipality; and

**WHEREAS**, this parcel has not been developed for urban purposes; and

**WHEREAS**, there is one structure, a single-family residence, on the subject property; and

**WHEREAS**, the contraction of this parcel will not result in a portion of the City becoming noncontiguous with the rest of the municipality; and

**WHEREAS**, upon adoption of this Ordinance, the municipal boundary lines of the City of Bunnell shall be redefined to exclude the subject real property.

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

**Section 1. Recitals.**

The foregoing recitals are true and correct and are fully incorporated herein by this reference.

**Section 2. Contraction of Subject Properties.**

The Subject Property as illustrated in Exhibit “B” shall be, and is hereby deannexed from the City of Bunnell, Florida. This property is described in Exhibit “A” and illustrated in Exhibit “B”. The Subject Property shall be excluded from the existing boundaries of the City of Bunnell, Florida, from the effective date of this Ordinance.

**Section 3. City Boundaries Redefined.**

(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 Administrator), 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 contracted/de-annexed by this Ordinance is removed from the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell and the map of the City Limits of the City of Bunnell in an expeditious manner.

(c) The City Manager, or designees, are hereby authorized and directed to legally describe and map the revised 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. Repeal of Prior Inconsistent Ordinances and Resolutions.**

All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 5. Severability.**

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

**Section 6. Effective Date.**

This Ordinance shall take effect immediately upon adoption.

First Reading: approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Second Reading/Final Reading: adopted on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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

Approved for form and content by:

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

Attest:

Seal:

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

**Exhibit "A"**  
Legal Description

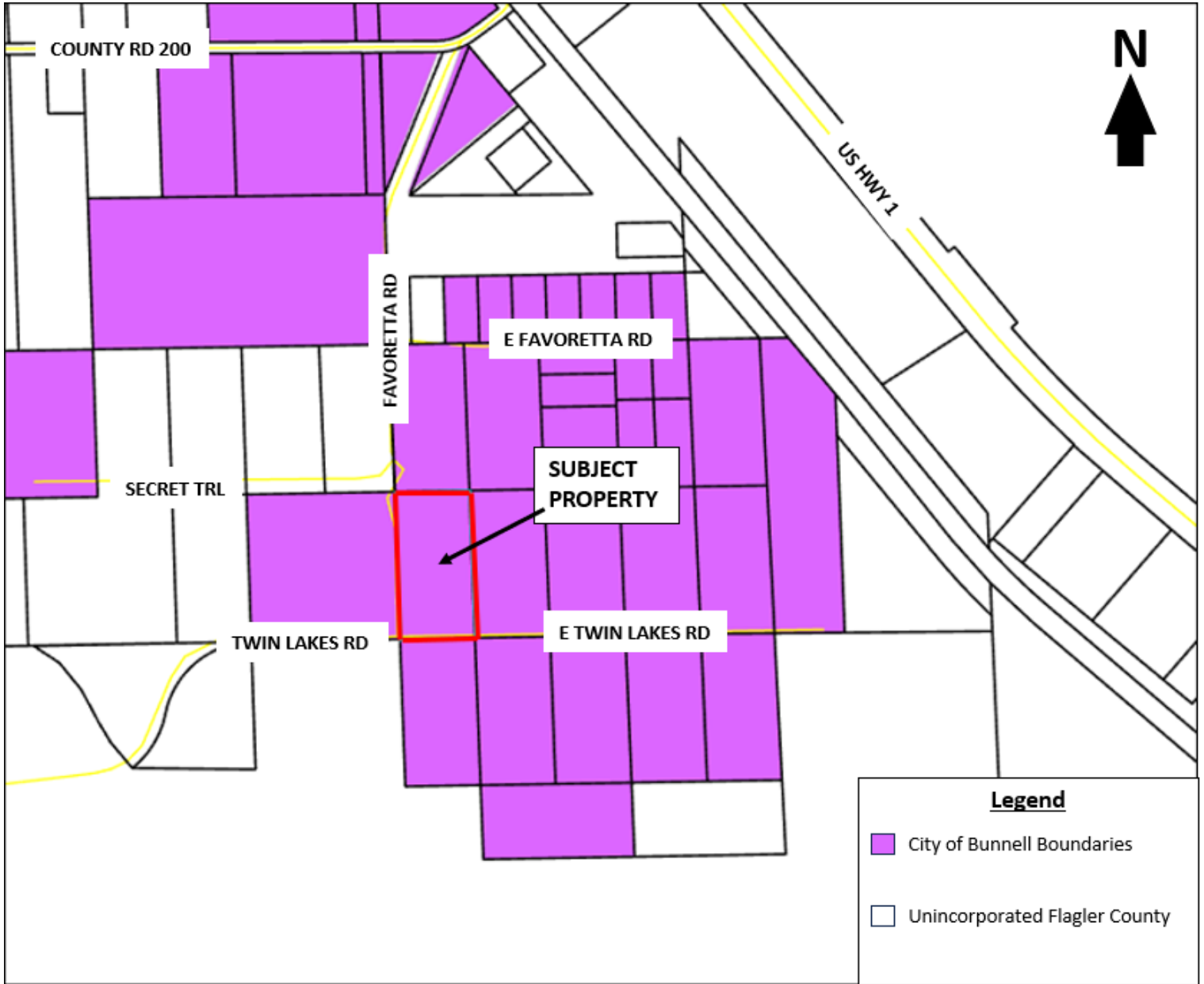
THE WEST ½ OF TRACT 8, BLOCK A, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. RESERVING THE SOUTH 25 FEET FOR INGRESS, EGRESS AND UTILITIES; ALSO RESERVING THE WEST 25 FEET FOR INGRESS, EGRESS, AND UTILITIES; ALSO RESERVING THE NORTH 64 FEET FOR EASEMENT FOR UTILITIES AND CANAL MAINTENANCE; AND, SUBJECT TO AND TOGETHER WITH THAT CERTAIN 100 FOOT EASEMENT ALONG THE WEST SIDE FROM COUNTY ROAD NO. 200 AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT "A".

DESCRIPTION OF THE ABOVE 100 FOOT EASEMENT:

A 100 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES AND BEING A PART OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 AND A PART OF THE MAP OF FAVORETTA SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 5, ALL IN SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 21 ALSO BEING THE NORTHWEST CORNER OF BLOCK 'A' OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION OF SAID SECTION 21, THENCE RUN S89°31'44"E, 326.42 FEET ALONG SAID NORTH LINE OF BLOCK 'A' AND ALONG SAID NORTH LINE FO THE AFORESAID NORTHEAST ¼ OF SECTION 21 TO THE CENTER LINE OF THE FOLLOWING DESCRIBED SAID 100 FOOT EASEMENT AND THE POINT OF BEGINNING, THENCE S21°44'00"W ALONG SAID CENTER LINE, 673.01 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 536.00 FEET, THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°42'20" A ARC DISTANCE OF 212.41 FEET TO THE POINT OF TANGENT OF SAID CURVE, THENCE RUN S00°58'20"E, 1550.05 FEET TO THE POINT OF CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 244.10 FEET, THENCE RUN SOUTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°22'02" A ARC DISTANCE OF 389.26 FEET TO THE POINT OF TANGENT OF SAID CURVE, THENCE N89°36'18"W, 457.04 FEET TO THE POINT OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 400.00 FEET, THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°40'21" A ARC DISTANCE OF 535.27 FEET TO THE POINT OF TANGENT OF SAID CURVE, THENCE S13°43'23"W, 11.00 FEET TO THE POINT OF A CURVE CONCAVED TO THE NORTHWEST AND HAVING A RADIUS OF 420.00 FEET, THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF 68°12'16" A ARC DISTANCE OF 499.97 FEET TO THE POINT OF TANGENT OF SAID CURVE, THENCE RUN SOUTHERLY AND WESTERLY ALONG THE CENTER OF THE EXISTING ROAD TO THE WEST LINE OF SAID SECTION 21 AND THE EAST LINE OF SECTION 20 TO A POINT MEASURED 50 FEET SOUTH OF THE NORTHERLY LINE OF SAID EXISTING ROAD, THENCE RUN WESTERLY, NORTHERLY AND SOUTHERLY, 50 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID EXISTING ROAD IN THE SOUTH ½ OF SECTION 20 TO THE WEST LINE OF SECTION 20 AND THE EAST LINE OF SECTION 19 AND THE TERMINATION OF SAID 100 FOOT CENTERLINE EASEMENT, ALL BEING IN TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

**Exhibit "B"**  
Contraction Map





# Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Bunnell has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Bunnell may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

## Proposed ordinance’s title/reference:

ORDINANCE 2024-02

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 5.0 ACRES MORE OR LESS OF REAL PROPERTY, GENERALLY LOCATED DIRECTLY ABUTTING NORTHEAST OF THE INTERSECTION BETWEEN FAVORETTA ROAD AND EAST TWIN LAKES ROAD, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTIES FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

## Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  - Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

**Business Impact Estimate:**

The City of Bunnell hereby publishes the following information:

1. **A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This Ordinance is for the Voluntary Contraction of a property from the City of Bunnell limits.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

- (b) **Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

- (c) **An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

4. **Additional information the governing body determines may be useful (if any):**

*Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*

**To:** Joe Parsons  
Interim Director of Community Development

**From:** Mark P, Karet, AICP  
Director of Planning

**Date:** November 13, 2023

**Subject:** Feasibility Study Proposed Municipal Contraction  
Parcel ID: 21-13-31-0650-000A0-0081 & 21-13-31-0650-000B0-0110  
Ownership – Amber & Joseph Gallagher, Jr & Gator Parks LLC

**Background:**

The Gallaghers and Gator Parks LLC have commissioned this analysis to accompany their petition to de-annex the subject properties from the City of Bunnell. The properties are identified as Parcel ID numbers: 21-13-31-0650-000A0-0081 & 21-13-31-0650-000B0-0110. Combined they are 15 ± acres in size. Parcel 21-13-31-0650-000A0-0081 is addressed as 85 E. Twin Lakes Road. Parcel 21-13-31-0650-000B0-0110 is addressed as 100 Favoretta Road. Parcel 21-13-31-0650-000A0-0081 contains a recently constructed single-family residence in which 2 people reside. Parcel 21-13-31-0650-000B0-0110 is vacant.

The area surrounding the subject properties is rural. It is a sparsely developed area with a very low population density, well below 100 people per square mile. The land uses in the vicinity are exclusively agricultural activities and rural residential development. See the inset map below which shows the subject property and its rural area surroundings.



While the property has available to it the same general administrative and public safety services available to all properties within the City of Bunnell, it does not receive solid waste collection, potable water, or sanitary sewer services from the City. The nearest City of Bunnell potable water and sanitary sewer services are over 8 miles away from the subject property.

### Fiscal Considerations

In 2022, \$435.13 in ad valorem real estate taxes were paid to the City of Bunnell for parcel 21-13-31-0650-000A0-0081. At that time the property was taxed as vacant. Now that a house has been constructed on the parcel, the 2023 ad valorem tax bill for the City is \$2,488.66. Since parcel 21-13-31-0650-000A0-0081 is now occupied, the City will also lose “de minimis” amounts of money in electric utility service taxes, franchise fees, local option taxes, state revenue sharing and communications services taxes. These taxes and fees are dependent on use and/or total population. The owner of parcel 21-13-31-0650-000B0-0110 paid \$696.75 to the City of Bunnell in ad valorem taxes in 2022 and is scheduled to pay \$818.00 in 2023. Loss of these revenues from the properties will not have an appreciable impact on the City’s overall fiscal position.

### Statutory Analysis

This section analyzes the feasibility of contracting the subject property from the municipal boundaries of the City of Bunnell consistent with *Chapter 171.052, F.S. Criteria for contraction of municipal boundaries*. Chapter 171.052, F.S. states that (1) “Only those areas which do not meet the criteria for annexation in s. 171.043 may be proposed for exclusion by municipal governing bodies...”. Under Chapter 171.043, F.S., areas may be annexed only if lands are: (1) contiguous to the municipality’s boundaries per Chapter 171.043 (1), F.S., and (2) meets the requirements of either Chapter 171.043(2) or Chapter 171.043 (3).

### **Statutory Criterion:**

**Criteria:** Chapter 171.043(1) requires that the total area to be annexed must be contiguous to the municipality’s boundaries at the time the annexation proceeding is begun and reasonably compact. No part of the area to be annexed shall be included within the boundary of another incorporated municipality.

**Findings:** The subject properties meet this criterion for areas to be annexed. They are contiguous to other lands that are incorporated into the City of Bunnell so that a substantial portion of the subject properties northeastern, eastern, and southeastern boundaries are coterminous with the boundary of the City. See the attached aerial location map which shows the subject property in relation to Bunnell’s corporate limits.

**Criteria:** Chapter 171.043(2) requires that the area to be annexed must be developed for urban purposes which is defined as a developed area that meets any of the following:

- (a) *A total resident population equal to at least two persons for each acre of land; or*

*(b) A total resident population that equals at least one person for each acre of land and is subdivided into lots and tracts so that at least 60 percent of total number of lots and tracts are 1 acre or less in size; or*

*(c) Is developed with at least 60 percent of total number of lots and tracts in area at the time of annexation that are used for urban purposes and is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.*

**Findings:** The proposed contraction area fails to meet “a”, “b” and “c” in Chapter 171.043(2) since the subject properties have a population density of less than 1 person per acre, are not divided into parcels of less than 1 acres is size, and no part of the subject property is used for urban purposes.

**Criteria:** Chapter 171.043(3) states that in addition to being developed for urban purpose, an area may be included in the land to be annexed any additional area which does not meet the requirements of subsection (2), if the area either:

*(a) lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or*

*(b) is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).*

**Findings:** The proposed contraction area fails to meet Criteria 171.043(3) since the subject property does not lie between Bunnell’s municipal boundary and an area developed for urban purposes nor is any part of the subject property adjacent to lands used for urban purposes as defined in Chapter 171.043(2), F.S.

**Criteria:** Chapter 171.052 states that if area proposed to be excluded does not meet the criteria of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.





**Findings:** Contraction of the subject properties would not separate the City of Bunnell from any of its remaining corporate limits. See the attached location map which depicts the subject property in relation to Bunnell’s municipal boundary. The proposed boundary contraction does not create any noncontiguous areas within the City. The boundary contraction will have no impact on the City’s ability to deliver services to the area.

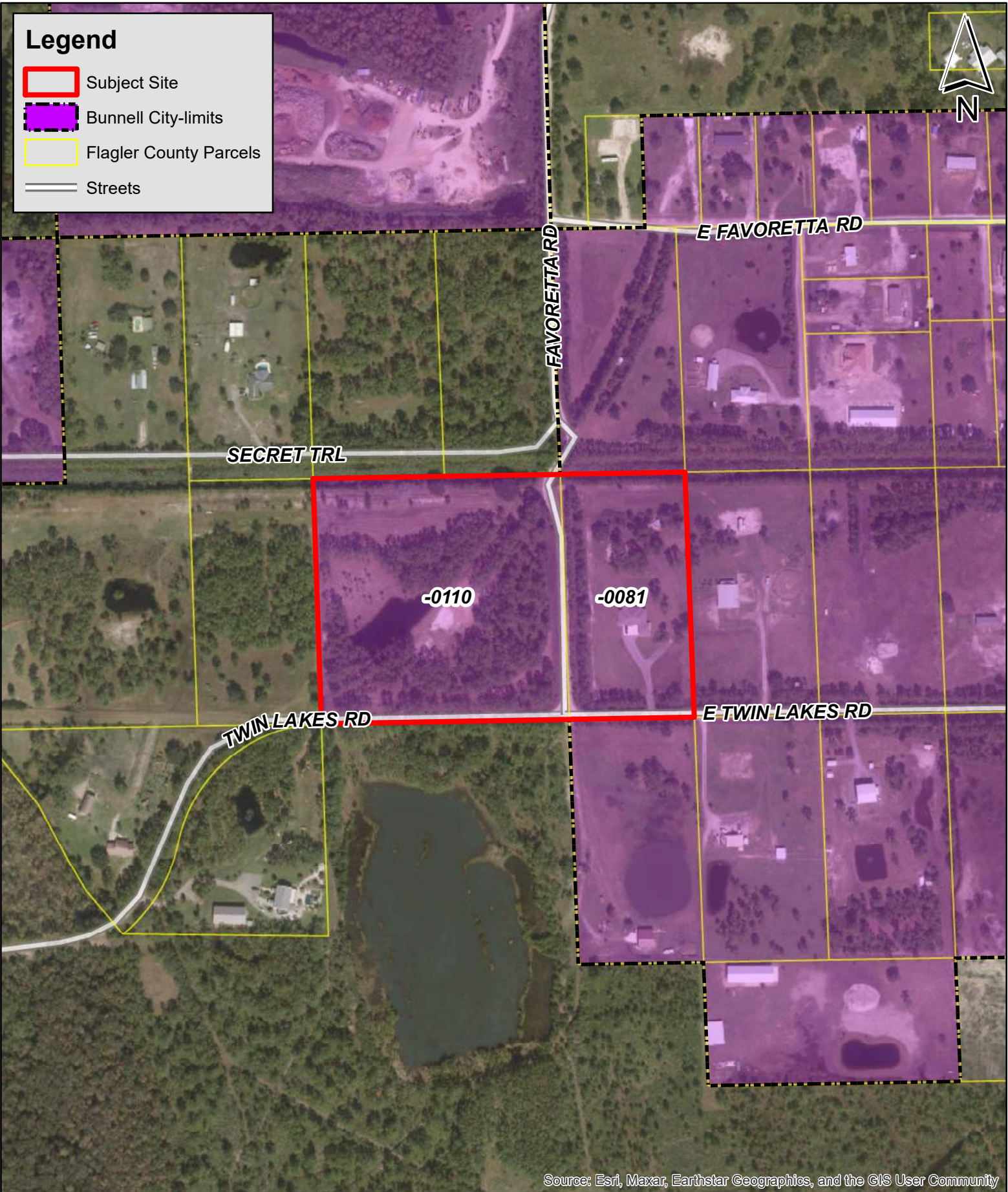
**Conclusion:**

The proposed contraction of the Subject Property meets the criteria established by Chapter 171.052 F.S. for the contraction of municipal boundaries since the subject property fails to meet the criteria for annexation in Section 171.043. The Subject Property fails to meet criteria outlined in Chapter 171.043(2) or Chapter 171.043 (3).

Excluding the subject property from the corporate limits of the City of Bunnell is feasible based on the findings above. The proposed boundary contraction will have no significant fiscal impact on the City or its ability to provide services to or connection with any urban area as defined by the Florida Statutes.

# Legend

-  Subject Site
-  Bunnell City-limits
-  Flagler County Parcels
-  Streets

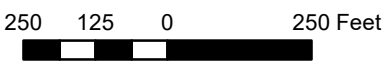


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community





Created by: eobrien  
Date Saved: 11/9/2023  
Path: Z:\PROJECTS\2023\23257 - Gallagher De-Annexation\23257 - Aerial Map

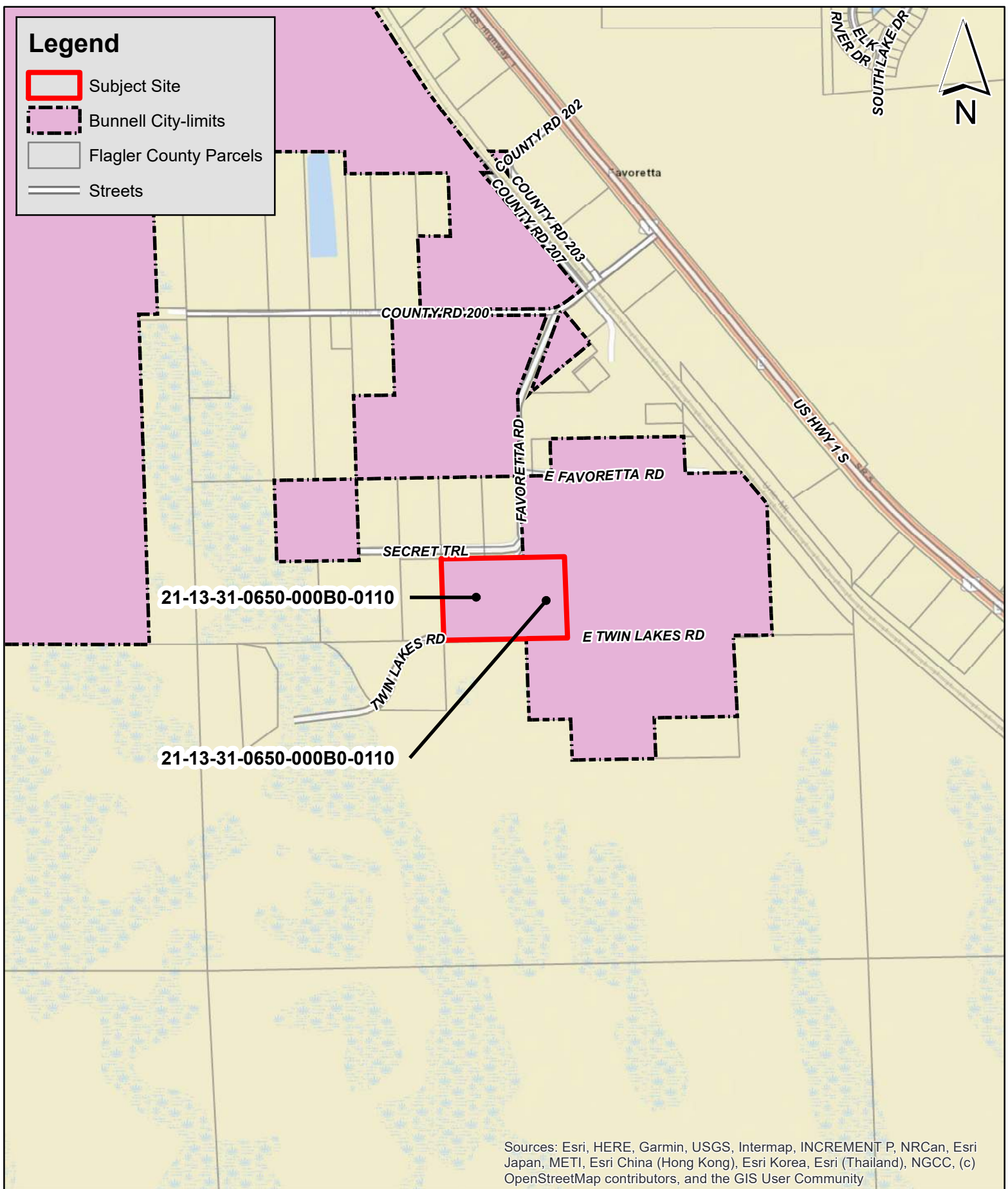
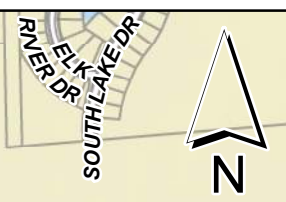
## Aerial Map Gallagher/Parks De-Annexation Bunnell, Florida

 **ZEV COHEN**  
& ASSOCIATES INC  
300 Interchange Blvd  
Ormond Beach, FL 32174  
ph 386-677-2482



# Legend

-  Subject Site
-  Bunnell City-limits
-  Flagler County Parcels
-  Streets

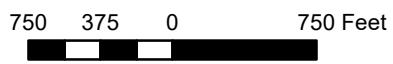


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

## Location Map Gallagher/Parks De-Annexation Bunnell, Florida

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

Created by: eobrien  
Date Saved: 11/10/2023  
Path: Z:\PROJECTS\2023\23257 - Gallagher De-Annexation\23257 - Location Map.mxd





City of Bunnell, Florida  
P. O. Box 756 Bunnell, FL 32110  
Phone: (386) 437-7516

**PETITION FOR VOLUNTARY CONTRACTION**  
*Pursuant to Florida Statute 171.051 & 171.052*

I the undersigned do hereby petition the City of Bunnell, Florida to consider voluntary contraction of property from the City's corporate limits. I hereby affirm that I own/jointly own the property described below, for which I am requesting contraction from. *(Each owner must individually complete a separate form)*

Owner Name: **Joseph F. & Amber Gallagher**

Parcel # **21-13-31-0650-000A0-0081**

Address/Location: **85 E Twin Lakes Road**

City/State: **Bunnell, Florida** Zip Code: **32110**

Contact Telephone: **386-882-8450**

E-Mail: **jgallagher2267@gmail.com**

Owner Mailing Address: **85 E Twin Lakes Road, Bunnell, FL**

Reason for requesting contraction: **No City Services provided to this property in exchange for high property taxes. This area will not see any City infrastructure or development for many years to justify the added property taxes.**

# Structures on Parcel: **1**

Parcel Population: **2**

Present Garbage Service Provider: **Waste Pro**

Present Water/Sewer System: Well **Yes** City Water/Sewer: **No** Septic: **Yes**

Current Zoning: **AG** Current Use: **Residential**

**Attachments:**

1. Copy of Warranty Deed
2. Copy of Most Recent Tax Notice

Petitioner:

**Joseph F. Gallagher**  
Type or Printed Name

  
11-22-2023  
Signature / Date

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of November 2023, by Joseph Gallagher who is personally known  OR produced identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

  
\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

Stamp:



City of Bunnell, Florida  
P. O. Box 756 Bunnell, FL 32110  
Phone: (386) 437-7516

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2. Copy of Most Recent Tax Notice

Petitioner:

**Amber J. Gallagher**  
Type or Printed Name

Agallagher 12/06/2023  
Signature / Date

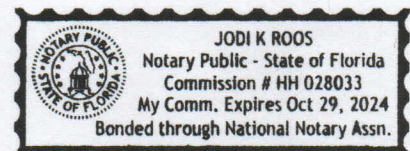
STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6th day of December, 2023, by Amber J. Gallagher who is personally known X OR produced identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Jodi K Roos  
(Signature of Notary Public-State of Florida)

Stamp:



This instrument prepared by:  
Name: Robin Ammann  
Flagler County Abstract Company  
10 Cypress Point Parkway Suite 102  
Palm Coast, Florida 32164  
FILE NO. C19834  
Property Appraisers Parcel Identification Number(s):  
21-13-31-0650-000A0-0081  
Grantee(s) S.S #'s:

Inst No: 2011005181 02/28/2011  
02 33PM Book 1806 Page. 1459 Total Pgs 3  
Doc Stamps-Deed\$280 00  
GAIL WADSWORTH, FLAGLER Co.

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED** made the 25 day of February, 2011 by

**Marcus C. Strickland**

whose street address is P.O. Box 248, Bunnell, FL 32110

hereinafter called the grantor\*, to

**Joseph F. Gallagher and Amber J. Gallagher, husband & wife** (MCD)

whose street address is 6 Windsail Circle, Ormond Beach, FL 32174

hereinafter called the grantee\*:

(\*Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto the grantee and grantee's heirs forever the following described land situate in County of Flagler, State of Florida, to wit:

The West 1/2 of Tract 8, Block A, Bunnell Development Company Subdivision, Section 21, Township 13 South, Range 31 East, as recorded in Map Book 1, Page 1, of the Public Records of Flagler County, Florida. Reserving the South 25 feet for ingress, egress and utilities; also reserving the West 25 feet for ingress, egress and utilities; also reserving the North 64 feet for easement for utilities and canal maintenance; and, subject to and together with that certain 100 foot easement along the West side from County Road No. 200 and being more particularly described in attached Exhibit "A".

GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY.

SUBJECT TO THE RESTRICTIONS ON ATTACHED EXHIBIT "B".

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2010. FURTHER SUBJECT TO Restrictions, Reservations, Covenants, Dedications, Resolutions, Conditions and Easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of

Witness 1 Signature

Printed or Typed Name

Witness 2 Signature

Printed or Typed Name

Marcus C. Strickland  
Signature  
Marcus C. Strickland

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 25 day of February, 2011, by Marcus C. Strickland personally known to me or who produced \_\_\_\_\_ as identification and who did/did not \_\_\_\_\_

Notary Public

My Commission Expires:

[seal]



EXHIBIT "A"

DESCRIPTION (DESCRIPTION OF THE ABOVE 100 FOOT EASEMENT)

A 100 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES AND BEING A PART OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 1 AND A PART OF THE MAP OF FAVORETTA SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 5, ALL IN SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21 ALSO BEING THE NORTHWEST CORNER OF BLOCK 'A' OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION OF SAID SECTION 21; THENCE RUN S 89°31'44" E, 326.42 FEET ALONG SAID NORTH LINE OF BLOCK 'A' AND ALONG SAID NORTH LINE OF THE AFORSAID NORTHEAST 1/4 OF SECTION 21 TO THE CENTER LINE OF THE FOLLOWING DESCRIBED SAID 100 FOOT EASEMENT AND THE POINT OF BEGINNING; THENCE S 21°44'00" W ALONG SAID CENTER LINE, 673.01 FEET TO THE POINT OF A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 536.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°42'20" A ARC DISTANCE OF 212.41 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE RUN S 00°58'20" E, 1550.05 FEET TO THE POINT OF CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 244.10 FEET; THENCE RUN SOUTHWEST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°22'02" A ARC DISTANCE OF 389.26 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE N 89°36'18" W, 457.04 FEET TO THE POINT OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 400.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°40'21" A ARC DISTANCE OF 535.27 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE S 13°43'23" W, 11.00 FEET TO THE POINT OF A CURVE CONCAVED TO THE NORTHWEST AND HAVING A RADIUS OF 420.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°12'16" A ARC DISTANCE OF 499.97 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE RUN SOUTHERLY AND WESTERLY ALONG THE CENTER OF THE EXISTING ROAD TO THE WEST LINE OF SAID SECTION 21 AND THE EAST LINE OF SECTION 20 TO A POINT MEASURED 50 FEET SOUTH OF THE NORTHERLY LINE OF SAID EXISTING ROAD; THENCE RUN WESTERLY, NORTHERLY AND SOUTHERLY, 50 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID EXISTING ROAD IN THE SOUTH 1/2 OF SECTION 20 TO THE WEST LINE OF SECTION 20 AND THE EAST LINE OF SECTION 19 AND THE TERMINATION OF SAID 100 FOOT CENTERLINE EASEMENT, ALL BEING IN TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

## Exhibit "B"

### Protective Covenants and Restrictions

The following Protective Covenants and Restrictions hereinafter set forth, shall run with the land described in this Deed:

1. Subdivision of Land: This land can not be subdivided into less than 1 acre parcels
2. Uses and Purposes: Only one single-family dwelling unit per one (1) acre. No business, commercial or manufacturing enterprise of any nature shall be operated on any land except farming operations. However, no commercial hog, chicken, cattle, or other animal feedlot operation shall be operated on this land. In-home businesses will be allowed.
3. Dwelling Construction: All single-family dwellings shall meet the minimum County standards. Mobile homes are allowed, but no more than one single family mobile home per 1 acre.
4. Drainage Ditches, Roads and Culverts: The drainage ditches and roads as now located and constructed over this land and reserved by Grantor, his successors, and assigns for their use shall remain in its present location on said land. All culverts and/or bridges installed in said drainage ditches on said easements shall be large enough in diameter and capacity not to impede the flow of the water and in no event shall said culverts be less than 18 in diameter and 30 feet long. No powerboats are allowed in canals.
5. Natural flow of surface and swamp water: The natural flow of all surface and swamp water cannot be impeded so as to cause a detrimental effect on the drainage of any adjacent property or property owned by the Grantor.
6. Mining, Drilling and Excavation: No mining, drilling, or excavation operations which would remove or effect the soil, or chemical content of the land shall be allowed on this land except the following: (a) The drilling for water for normal farming or residential purposes as regulated by the proper governmental agency. No water shall leave the property. (b) Excavation of ponds and other improvements is allowed as long as the excavated material remains in the land described in this deed. (c) The exploration and drilling for oil or natural gas and the subsequent operation for removal of said oil or natural gas.
7. Nuisances: All homes, structures, fences, lawns, pastures, etc. shall be maintained in a neat and orderly manner at all times. Refuse piles, debris, trash, scrap metal or other unsightly objects will not be permitted.
8. Animals: No more than two domestic animals of any kind per acre are allowed on this land. Animals, except dogs, horses, cows and cats, shall be housed or penned no closer than 100 feet to easement reserved by Grantor. All animals shall be contained on the property of its owner by adequate fencing.
9. Violation and Right to Lien: In the event of a violation of these covenants and restrictions, the Grantor or his heirs, shall give notice in writing to the property owner in violation. The violator shall have sixty (60) days to correct the violations. If the violation is not corrected within this sixty (60) day period, the Grantor or his heirs may correct the default at their discretion in which case the property shall be subject to a lien for the amount expended in correcting such default. Such lien shall be perfected upon the filing in the Flagler County Public Records a Claim of Lien signed by the Grantor, or his heirs or his attorney setting forth the description of the property, the amount of the lien, and the nature of the violation.
10. Enforcement: In the event of a violation of these covenants or restrictions, it shall be lawful for the Grantor or his heirs to prosecute any proceedings at law or in equity to enforce these covenants and restrictions or to recover damages, for violation of the same.
11. Severability: If any one or more of these restrictions should be declared invalid by a court of competent jurisdiction, the remaining restrictions and covenants not fully expressly held to be invalid shall continue unimpaired and in full force and effect.

# SUZANNE JOHNSTON Flagler County Tax Collector

## 2023 REAL ESTATE NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2023	2113310650000A00081	83261	013	CL-0054608

D

Application for Partial Payments on back of this notice.



85 E TWIN LAKES RD  
 BUNNELL 32110  
 5.00 ACRES BUNNELL DEV CO SUBD  
 BEING THE W1/2 OF TRACT 8 BLK A  
 OR 1806/1459 (ANNEXED INTO THE  
 CITY OF BUNNELL, ORD 2021-16, OR  
 2549/1434)



53  
 7 - 21507  
 GALLAGHER JOSEPH F & AMBER J  
 PO BOX 731508  
 ORMOND BEACH FL 32173-1508



AD VALOREM TAXES						
TAXING AUTHORITY	TELEPHONE NUMBER	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	363,828	7.9297	50,000	313,828	2,488.56
ESL	386-313-4008	363,828	0.1250	50,000	313,828	39.23
2015 G O BONDS	386-313-4008	363,828	0.1546	50,000	313,828	48.52
2009/2016 ESL BONDS	386-313-4008	363,828	0.1250	50,000	313,828	39.23
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	363,828	3.1550	25,000	338,828	1,069.00
DISCRETIONARY	386-437-7526	363,828	0.7480	25,000	338,828	253.44
CAP. OUTLAY	386-437-7526	363,828	1.5000	25,000	338,828	508.25
CITY OF BUNNELL	386-437-7500	363,828	7.9300	50,000	313,828	2,488.66
ST. JOHNS RIVER WATER MGMT	386-329-4500	363,828	0.1793	50,000	313,828	56.27
FL INLAND NAVIGATION DISTRICT	561-627-3386	363,828	0.0288	50,000	313,828	9.04
TOTAL MILLAGE		21.8754	TOTAL AD VALOREM TAXES		\$7,000.20	

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	TELEPHONE NUMBER	RATE	AMOUNT
2024 SOLID WASTE	386-313-4186	1.00 Unit @ 428.90	428.90
TOTAL NON-AD VALOREM TAXES			\$428.90

TOTAL COMBINED TAXES AND ASSESSMENTS				
Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024
\$7,131.94	\$7,206.23	\$7,280.52	\$7,354.81	\$7,429.10

## 2023 REAL ESTATE NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ALT KEY
2113310650000A00081	83261
PROPERTY ADDRESS	
85 E TWIN LAKES RD BUNNELL 32110	

D

2113310650000A00081  
 GALLAGHER JOSEPH F & AMBER J  
 P O BOX 731508  
 ORMOND BEACH, FL 32173

Make checks payable to:  
**Suzanne Johnston**  
**Flagler County Tax Collector**  
 PO Box 846, Bunnell, FL 32110  
 (386) 313-4160

Pay online at [www.Flaglertax.com](http://www.Flaglertax.com)

Payments in U.S. funds from a U.S. bank

### PAY ONLY ONE AMOUNT

IF PAID BY Nov 30, 2023	<input type="checkbox"/> \$7,131.94
IF PAID BY Dec 31, 2023	<input type="checkbox"/> \$7,206.23
IF PAID BY Jan 31, 2024	<input type="checkbox"/> \$7,280.52
IF PAID BY Feb 29, 2024	<input type="checkbox"/> \$7,354.81
IF PAID BY Mar 31, 2024	<input type="checkbox"/> \$7,429.10

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

DO NOT PAY - YOUR BILL HAS BEEN FORWARDED TO YOUR ESCROW AGENT -  
 IF YOU DO NOT HAVE AN ESCROW AGENT THEN THIS NOTICE MAY BE USED TO PAY



## Exclusion of property from municipality, requirements

**Number:** AGO 98-76

**Date:** December 10, 1998

**Subject:**

Exclusion of property from municipality, requirements

Mr. George W. Baldwin, Jr.  
General Counsel  
Village of North Palm Beach  
3300 Federal Highway  
Lake Park, Florida 33403

RE: MUNICIPALITIES--ANNEXATION OR CONTRACTION OF BOUNDARIES--requirements for exclusion of property from municipality. Ch. 171, Fla. Stat.

Dear Mr. Baldwin:

You have asked for my opinion on substantially the following question:

May the Village of North Palm Beach exclude from its boundaries Little Munyon Island, an undeveloped and unimproved island that is bounded on all sides by incorporated municipal property, if the exclusion of that island will result in the formation of a pocket of unincorporated county land within the boundaries of the incorporated municipality?

In sum:

The Village of North Palm Beach may not exclude Little Munyon Island from its boundaries since that property meets the requirements of section 171.043, Florida Statutes, and such an action would create a pocket of unincorporated land within municipal boundaries.

According to your letter, a very small island called Little Munyon Island is located entirely within the boundaries of the Village of North Palm Beach. The island is bounded on all sides by the village and is not developed or improved in any way; in fact this island can only be reached by boat. The village does not currently provide sewer, water, or electricity to the island although the village is responsible for providing police and fire protection if needed. The owner of this island would like the property to be excluded from the village so that it will be in unincorporated Palm Beach County. You ask whether this is permissible.

Chapter 171, Florida Statutes, the "Municipal Annexation or Contraction Act,"[1] (act) was enacted

"to set forth procedures for adjusting the boundaries of municipalities through annexations or contractions of corporate limits and to set forth criteria for determining when annexations or contractions may take place so as to:

\* \* \*

(2) Establish uniform legislative standards throughout the state for the adjustment of municipal boundaries." [2]

Further, the act provides general law standards and procedures for adjusting the boundaries of Florida municipalities and preempts any such legislation to the state. [3]

Under the provisions of the act, land may be excluded from a municipality only if it fails to meet the criteria set forth in section 171.043, Florida Statutes. [4] Section 171.043, Florida Statutes, prescribes the character of property to be annexed and requires such things as contiguity to the municipality's boundaries, compactness, and that part or all of the area be developed for urban purposes. [5] However, even if property would otherwise be appropriate for exclusion, the statute recognizes that such action will not be allowed if it "would result in a portion of the municipality becoming noncontiguous with the rest of the municipality[.]" [6] Thus, under the statutory scheme, property that satisfies the requirements of section 171.043, Florida Statutes, may not be excluded from a municipality. [7]

It appears from the information you have submitted that Little Munyon Island satisfies the criteria established in section 171.043, Florida Statutes. Section 171.043(1), Florida Statutes, requires that in order to be annexed, an area must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and be reasonably compact. In addition, you have advised this office that the island satisfies the requirements of subsection (3) of the statute, providing in part:

"In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area . . . if such area . . . :

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area[.]"

Property is not appropriate for contraction or exclusion if it meets these criteria. [8] As section 171.043, Florida Statutes, recognizes:

"The purpose of this subsection is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes whose future probable use is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes."

Ultimately the determination of whether the property to be excluded from a municipality fits the characteristics provided by the statutes is one that must be made by the municipality based on the individual facts of each case. However, Little Munyon Island meets the statutory requirements for annexation and does not appear to qualify for exclusion from the city boundaries under the provisions of section 171.052, Florida Statutes.



Finally, by excluding this property, the municipality would, in effect, be creating a pocket of unincorporated land within the Village of North Palm Beach. The Legislature has declared in Chapter 171, Florida Statutes, that it is the policy of the state to eliminate enclaves.[9] The term "enclave" as used in this chapter generally refers to improved or developed unincorporated land which is enclosed within and bounded on all sides by municipal property.[10] However, as the court stated in *City of Sunrise v. Broward County*:[11]

"[T]he annexation of property resulting in the creation of enclaves, regardless of whether such an enclave consists of incorporated or unincorporated property, has the effect of frustrating the purpose of the statute, that is, to assure the creation of geographically unified and compact municipalities." [12]

While in this case the village would not be creating an "enclave" in the technical sense of that term since Little Munyon Island is not developed or improved, it would frustrate the legislative will by carving out such a pocket. The definition of "[c]ompactness" reveals the Legislature's reluctance to authorize the creation of such areas:

"'Compactness' means concentration of a piece of property in a single area and precludes any action which would create enclaves, *pockets*, or finger areas in serpentine patterns. Any annexation proceeding in any county in the state shall be designed in such a manner as to ensure that the area will be reasonably compact." [13] (e.s.)

As the Florida Supreme Court stated in *State v. City of Stuart*:[14]

"[T]here may exist in such cases [i.e., within the boundaries of a municipality] some unavoidable degree of territorial inequality, some indentations of agricultural or rural lands here and there across and inside the municipal boundary lines, which lines of necessity must be drawn so as to provide some degree of symmetry and regularity in the shape and contour of the city and allow some latitude for its reasonably anticipated growth. Common sense must be used in such matters." [15]

In sum, it is my opinion that the Village of North Palm Beach may not exclude Little Munyon Island from its boundaries since that property meets the requirements of section 171.043, Florida Statutes, and such an action would create a pocket of unincorporated land within the municipal boundaries.

Sincerely,

Robert A. Butterworth  
Attorney General

RAB/tgh

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[1] Section 171.011, Fla. Stat., provides the title of the act.

[2] Section 171.021, Fla. Stat.

[3] See, s. 171.022, Fla. Stat., which provides that:

"(1) It is further the purpose of this act to provide viable and usable general law standards and procedures for adjusting the boundaries of municipalities in this state.

(2) The provisions of any special act or municipal charter relating to the adjusting of municipal boundaries in effect on October 1, 1974, are repealed except as otherwise provided herein."

[4] Section 171.052, Fla. Stat.

[5] Sections 171.043(1) and (2), Fla. Stat.

[6] Section 171.052(1), Fla. Stat.

[7] See Op. Att'y Gen. Fla. 91-21 (1991) (a municipality may contract its boundaries or exclude certain property previously annexed into the city by following the procedures set forth in Chapter 171, Fla. Stat.); Op. Att'y Gen. Fla. 76-221 (1976) (The contraction procedures provided by s. 171.051, Fla. Stat., may be used to exclude only areas found not to meet the characteristics required by s. 171.043, Fla. Stat., of areas to be annexed. A municipality is without authority to enact a contraction ordinance, either on the initiative of its governing body or in response to a petition therefor, regarding an area which does not comply with the annexation characteristics set forth in s. 171.043).

[8] See s. 171.052, Fla. Stat.

[9] Section 171.046(1), Fla. Stat.

[10] Section 171.031(13), Fla. Stat.

[11] 473 So. 2d 1387, 1389 (Fla. 4th DCA 1985).

[12] *And see City of Tampa v. Hillsborough County*, 504 So. 2d 10 (Fla. 2d DCA 1986).

[13] Section 171.031(12), Fla. Stat.

[14] *State v. City of Stuart*, 120 So. 335 (Fla. 1929).

[15] *Id.* at 349.



## City of Bunnell, Florida

### Agenda Item No. H.1.

Document Date: 12/14/2023 Amount: \$49,319  
Department: Infrastructure Account #: 404-0535-535.6300  
Subject: Request Approval of Agreement #2024-02 and Purchase Order with Data Flow Systems, LLC for Lift Station SCADA  
Agenda Section: New Business:  
Goal/Priority: Infrastructure

#### ATTACHMENTS:

Description	Type
DFS Agreement #2024-02	Contract
DFS Proposal	Quote
DFS Bid Submittal	Bid Package
Holly Hill Agreement	Contract
Holly Hill Proposal	Quote
Holly Hill Bid Package	Bid Package

#### Summary/Highlights:

The Infrastructure Department is seeking approval for Agreement and Purchase Order (PO) in the amount of \$49,319 with Data Flow Systems, LLC (DFS) for lift station SCADA.

#### Background:

Per the Master Utilities Plan: Provide Supervisory Control and Data Acquisition (SCADA) to existing city-maintained lift stations. SCADA system will interface with existing City-maintained lift stations and allow automatic notification of component failures, and system control.

With DFS, the city will pay a one-time installation fee of \$47,384 for the system, purchase of the primary work station computer of \$1,935, then a monthly service fee of \$1,525.50 to utilize and maintain the SCADA System for 16 lift stations. The installation fee is due upon acceptance of the agreement and PO while the monthly billing period for each site will commence when the RTU equipment is installed and placed into operation at the site.

DFS will own and maintain the SCADA System equipment. The program includes lifetime equipment warranties, product repairs, upgrades, technical support and DFS onsite service for the entire life of the program.

SCADA System funding was approved in the FY23.24 budget.

**Staff Recommendation:**

Approve Agreement #2024-02 and Purchase Order in the amount of \$49,319 with Data Flow Systems, LLC for lift station SCADA system.

**City Attorney Review:**

Approved

**Finance Department Review/Recommendation:**

Approve Agreement #2024-02 and Purchase Order in the amount of \$49,319 with Data Flow Systems, LLC for lift station SCADA system.

**City Manager Review/Recommendation:**

Reviewed for placement on agenda

**CONTRACT NO. 2024-02**

**MUTUAL CONSENT AGREEMENT FOR  
UTILITIES SCADA SERVICES  
BETWEEN DATA FLOW SYSTEMS, LLC AND  
CITY OF BUNNELL, FLORIDA**

**THIS AGREEMENT** is made entered into by and between Data Flow Systems, LLC, a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 605 John Rodes Blvd., Melbourne, Florida 32934, and the City of Bunnell ("City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110.

**WHEREAS**, Contractor executed a Utilities SCADA Services Contract No RFP 20-PW-01 ("Contract") with City of Holly Hill ("Holly Hill"), Florida effective on December 20, 2023; and

**WHEREAS**, Holly Hill is a local government unit in the State of Florida and functions as a municipal corporation; and

**WHEREAS**, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

**WHEREAS**, Bunnell is in need of Supervisory Control and Data Acquisition (SCADA) system and services at all lift stations similar to the services Contractor provides Holly Hill, which would allow compliance with the standards and regulations of any Federal and/or State and/or regulatory agencies; and

**WHEREAS**, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with City's competitive bid policy; and

**WHEREAS**, a complete copy of Data Flow System, LLC's original Bid/RFP, a copy of the County's award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

**WHEREAS**, the Bunnell City Commission finds the Contract was competitively bid by Holly Hill with procedural guarantees of fairness and competitiveness equivalent to those of the City; 2) the Contractor authorized to "piggyback" on the competitive pricing provided to Holly Hill in the Contract; and 3) it was in the best interest of the residents of the City to enter into an agreement with Contractor containing similar terms and conditions as contained in the Contract; and

**WHEREAS**, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent to “piggyback” on the rates/prices and terms and conditions in the Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Incorporation by Reference.** The foregoing WHEREAS clauses are incorporated by reference.

**2. Standard Terms.** The terms and conditions of the Contract, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of the Contract and this Agreement, the terms and conditions contained in this Agreement shall prevail.

**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 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 City 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 term.

**4. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification provided by the City specified in the Agreement shall not be construed as a waiver of the 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 the City in the Agreement in derogation hereof shall be void and of no force or effect.

**5. Insurance.** The City shall be substituted for Holly Hill in all insurance matters contained in Section 7.B. of the Contract and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate the City of Bunnell as a certificate holder as follows:

City of Bunnell  
Attention: City Manager  
604 E Moody Blvd. Unit 6  
Bunnell, FL 32110

**6. Notice.** Notice, as addressed in Section 4 of the Contract, when required to be provided to the City shall be provided to the City Manager.

**7. Payment.** The City shall pay the Contractor in accordance with the City of Bunnell's finance policy and Florida law at the rates contained in the Contract.

**8. Mediation.** Each party shall pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise agreed to in writing.

**9. Venue and Jurisdiction.** Notwithstanding any 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 consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

**10. Contact Person.** The primary contact person under this Agreement for the City of Bunnell shall be Dustin Vost, Infrastructure Director, PO Box 756, Bunnell, FL 32110 ([dvost@bunnellcity.us](mailto:dvost@bunnellcity.us)).

**11. 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.

**12. 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.

Accordingly, 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.

**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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**DATA FLOW SYSTEMS, LLC**

[Signature]

Print Name: Gary H Hudson

Title: Comptroller

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of DEC, 2023, by GARY HUDSON of DATA FLOW SYSTEMS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

[Signature]  
Signature of Notary Public - State of Florida

BREANNA LAMB DIN  
Printed/Typed/Stamped Name of Notary  
My commission expires:



**CITY OF BUNNELL**

Catherine D. Robinson, Mayor

Date: January 22, 2024

Approved as to Legal Form

Vose Law Firm, City Attorney

Attest

Kristen Bates, City Clerk



**DFS QUOTATION 231206-01-TH(ES)**  
**CITY OF BUNNELL**  
**TAC II SCADA SYSTEM**  
**DECEMBER 6, 2023**

This proposal has been modified to be directly equivalent to SCADA as a SERVICE (SaaS) project provided and purchased by the City of Bunnell, Florida. Additional documents are being provided for evaluation and confirmation of the pricing and services matching between the proposal, see Addendum A located at the end of this proposal for the breakout and explanation of pricing. Only products and services, a SaaS agreement, that can be directly evaluated are included within the proposal.

• **INTRODUCTION:**

The proposed TAC II SCADA System is designed specifically for water and wastewater applications. Highlights include ease-of-use and obsolescence-proof engineering. Each and every improvement we make to our system hardware and software is downward compatible with every one of our TAC II SCADA Systems, including those installed nearly 30 years ago. Even our oldest customers are able to take full advantage of our latest innovations and improvements. No other manufacturer who has taken such extreme measures to assure the support of their systems and to prevent obsolescence.

Please keep in mind that many of the features and services offered free of charge by DFS are either line-item cost and/or reoccurring cost with other SCADA system providers. Such DFS features and services include but are not necessarily limited to the following:

- No access limits or charges for additional HMI user seats
- No annual user fees
- No annual software license fees
- No incremental group rates for future points or tags
- No annual maintenance or annual service contract required
- No cost for SCADA software and/or module firmware revisions for life - All revisions and updates are free of charge
- No cost for "call-in" customer service technical support (during normal business hours) for system life
- No cost for DFS customer service department to the utility. Central Site remote access permits our technicians to troubleshoot in real-time alongside your technicians
- No cost for radio path studies and FCC license renewal services
- No cost for 911 alarm dialer, multiple communication/protocol drivers and system/user partitioning
- Three (3) year warranty on DFS hardware (including radio) against lightning and surge damage
- Free training twice a year is offered at our Melbourne, Florida facility

When comparing SCADA systems, it is of the utmost importance to consider the life cycle. The life cycle of a SCADA system is determined by manufacture and provider support for software version issues, system durability and availability, and compatibility of replacement parts. In most cases, the life cycle of other SCADA systems is only 7 to 10 years. On the other hand, DFS has yet to define our SCADA system's life expectancy.

Many of our SCADA systems have been in continuous use for well over 20 years and are still running strong.

We ask that you consider what other SCADA system providers charge per year for the above-mentioned features and services, and extrapolate such cost over the life cycle expectancy of the system. We believe that when you compare the extrapolated value of others SCADA systems to that of DFS, you will conclude that we provide the most economical and durable SCADA system in the industry.

- **SCADA SOFTWARE & FREE SERVICES FOR LIFE OF SYSTEM:**

The proposed HT4 SCADA Software is manufactured by DFS and operates on a wall-mounted Hyper SCADA Server. A typical off-the-shelf "Windows PC" is utilized for HMI operator interface. Great attention has been paid to ease-of-use. The HMI platform is the familiar Internet Browser

Distinct benefits and savings are unlimited RTU I/O points, unlimited user access seats, built-in reports and trending programs, integrated 911 alarm dial-out modem, 411 remote access, mobile phone access, and the MariaDB open source database. It's important to note there are no on-going costs associated with the use of DFS' HT4 SCADA Software. All updates, revisions, and future releases of the HT4 SCADA software are available free of charge for the life of your system. NO MAINTENANCE CONTRACT REQUIRED! Detailed information is also available at [www.scadaserver.com](http://www.scadaserver.com).

HT4 MOBILE: This system includes the HT4 Mobile feature. HT4 Mobile is an interface developed by DFS for use with a smartphone browser. Please note that HT4 Mobile requires Internet access by the HSS. The Internet connection, along with a secure VPN router access to the Internet, are the responsibility of the Owner. The smartphone(s) and cell service are the responsibility of the Owner. Also note that custom screens must be created for effective display of data on a mobile device. Custom screens for HT4 Mobile are not included in this proposal.

- **WARRANTY AND CUSTOMER SUPPORT: (INCLUDES 3 YEAR SURGE/LIGHTNING WARRANTY)**

DFS warrants the proposed system to be free from defects in materials and workmanship for a period of one year. All DFS plug-in modules, radios, power supplies and RTU pump-controllers, carry an additional two-year return-to-factory warranty and are covered against damage due to surge/lightning the entire 3-year period.

Our Service Department operates 24/7/365 to administer all service-related issues. Service personnel are full-time DFS employees based in our Melbourne, Florida office. DFS telephone tech support is offered free of charge during normal business hours for the life of the system. NO MAINTENANCE CONTRACT REQUIRED!

The proposed Hyper SCADA Server (HSS) incorporates remote maintenance access, which will allow DFS to perform remote diagnostics and troubleshooting free of charge during normal business hours for the life of the system. We have found that most service issues can be resolved remotely, resulting in immediate resolution. The UTILITY will be required to provide a telephone line (standard dial-up) connection, or a preferably secure VPN network connection, that permits DFS remote access to the HSS for the maintenance/warranty support, updates and software upgrades.

The system also incorporates a "911" alarm dial-out feature. The UTILITY will be required to provide one (1) telephone line (standard dial-up) to the HSS that is dedicated for the system's 911 feature (a modem). Alternatively, the UTILITY can purchase a Verizon Wireless T2000 phone line to cellular link adapter from a local Verizon Wireless store.

### **PROJECT OVERVIEW:**

This proposal is based on providing and installing the TAC II Central Site Equipment and Remote Terminal Units (RTUs) at specific sites as detailed below. The Hyper SCADA Server (HSS) and Central Radio/Antenna (CTU) will be located at the Public Work Administration Building. The HSS must be located in a climate-controlled indoor

area and connected to 120V power service. The radio system will utilize an FCC Licensed VHF frequency issued in the UTILITY's name. Except where otherwise specifically noted herein, all required materials, supplies, and services are included.

### **BILL OF MATERIAL & SERVICES:**

This quotation offers the following items:

#### **1. (1) TAC II CENTRAL SITE PACKAGE: (See Addendum A, Pay Item 11)**

THIS ITEM INCLUDES THE FOLLOWING:

##### **(1) HYPER SCADA SERVER (HSS002-2):**

- (1) Enclosure Assembly w/Door Window (NEMA 12 Steel, 24"W x 30"H x 8"D)
- (2) Modular Backplane
- (2) Hyper Server Module
- (2) Network Switch Module
- (1) Network Fiber Module
- (2) Power Supply Module
- (1) 7.0 Ah Backup Battery (UPS)
- (1) Debian, Linux Operating System
- (1) MariaDB, Open Source Database
- (1) HT4 SCADA Software
- (1) HT4 Mobile (screens, smartphone & service by UTILITY)

##### **(1) CENTRAL TRANSCIEVER UNIT (CTU – MASTER RADIO): (See Addendum A, Pay Item 17)**

- (1) NEMA 4X Fiberglass Enclosure (14"W x 16"H x 8"D)
- (1) CTU202 Modular Backplane
- (1) Telemetry Interface Module/radio
- (1) Fiber Interface Module
- (1) Power Supply Module
- (1) RTU Surge Protection Kit
- (1) 2.6 Ah Backup Battery
- (1) Polyphaser Coaxial Surge Protector
- (1) Rohn Tower Assembly (25' of tower above ground level) **(Cost of Tower is offset by equipment rental in Holly Hill, it is a wash. Price in Holly Hills is honored for this proposal.)**
- (1) CTA209 Dipole Antenna
- (1) Coaxial Cable w/Connectors
- (1) Fiber Optic Cable w/Connectors (to HSS)
- (1) FCC Licensing

##### **(1) ONSITE INSTALLATION FOR CENTRAL SITE EQUIPMENT PACKAGE (PER DFS SCOPE OF WORK)**

##### **(1) ONSITE OPERATOR TRAINING: (See Addendum A, Pay Item 6)**

Operator Training covers basic material for the HSS/HMI and RTU. The onsite training will be conducted over a consecutive 4-day period, with 8 hours of instruction provided on each day. Please note the maximum number of attendees is eight (8) people due to material presentation and effective instructor/student ratio.

#### **2. (16) LIFT STATION RTU (See Addendum A, Pay Item 25)**

The proposed Lift Station RTU (LS RTU) for above-sites incorporates a microprocessor-based multi-pump controller with integrated digital radio (TAC Pack TCU). This version of the TAC Pack TCU is designed to operate up to three “fixed-speed” pumps (no VFDs). Its integrated digital radio allows it to function as an RTU. This product is designed for “stand-alone” control and does not require SCADA for proper local-operation. The TAC Pack TCU will be housed in a NEMA 4X Non-Metallic enclosure and mounted on a new tower, existing panel rack, or building wall as applicable. The use of a new tower, or modification of existing panel support rack for RTU mounting and antenna-mast, will be at DFS’ discretion and as coordinated with UTILITY.

Please note that DFS will integrate the TAC Pack TCU to assume complete control of the lift station pumping operation. DFS will disconnect the existing pump controller, control hardware (relay logic, alternator, Phase Monitor, etc.) as required at each site during integration. The existing floats and/or transducer will be utilized.

### Site Names

Lift Stations: 1-14, 16, and 17,

#### EACH LS RTU SHALL INCLUDE:

- (1) Enclosure Assembly (NEMA 4X Non-Metallic, 18”W x 20”H x 9”D)
- (1) TAC Pack TCU (TCU001 w/Radio)
- (1) TCU Install Kit w/Terminal Hardware
- (1) 3-Phase Surge Protector
- (1) TCU Surge Protection Kit
- (1) 2.6 Ah Backup Battery
- (1) Rohn Tower Assembly or Modification of Panel Support Rack
- (1) Antenna w/Coaxial Cable
- (1) FCC Licensing Services
- (1) Onsite Installation & Misc. Material

#### I/O Points INCLUDED as standard with each LS RTU for sites listed above:

The following I/O points are provided standard with this product. On/Off, or Fault condition is indicated locally at the unit, and remotely at any SCADA HMI Workstation. Any monitoring point has the capability of being configured as an alarm in the SCADA software. Any unused points listed, i.e., there is no 3rd pump, is capable of being used to monitor/control other discrete devices.

#### TCU Monitor Points (DI & Logic)

- 1) Pump 1 Status\*
- 2) Pump 1 Start Fault
- 3) Pump 1 Stop Fault
- 4) Pump 2 Status\*
- 5) Pump 2 Start Fault
- 6) Pump 2 Stop Fault
- 7) Pump 3 Status\*
- 8) Pump 3 Start Fault
- 9) Pump 3 Stop Fault
- 10) Pump 1 HOA in HAND
- 11) Pump 1 HOA in AUTO
- 12) Pump 1 HOA in OFF
- 13) Pump 2 HOA in HAND
- 14) Pump 2 HOA in AUTO
- 15) Pump 2 HOA in OFF

#### TCU Monitor Points (AI & Logic)

- 1) Well Level Transducer (4-20 mA)\*
- 2) Well Level Transducer Input Fault
- 3) Auxiliary Analog Input (4-20 mA)\*
- 4) Auxiliary Analog Input Fault

#### TCU Control Points (DO & Logic)

- 1) Pump 1 Control\*
- 2) Pump 1 Disable
- 3) Pump 2 Control\*
- 4) Pump 2 Disable
- 5) Pump 3 Control\*
- 6) Pump 3 Disable
- 7) Total Station Disable
- 8) Alarm Horn Control\*
- 9) Alarm Horn Disable

- |  |                               |
|--|-------------------------------|
| 16) Pump 3 HOA in HAND                             | 10) Alarm Light Control*      |
| 17) Pump 3 HOA in AUTO                             | 11) Alarm Light Disable       |
| 18) Pump 3 HOA in OFF                              | 12) Auxiliary Output*         |
| 19) Low Well Level Float*                          | 13) Auxiliary Output Override |
| 20) Off Well Level Float*                          | 14) Auxiliary Output Disable  |
| 21) Lead Well Level Float (spare DI if no floats)* |                               |
| 22) Lag Well Level Float (spare DI if no floats)*  |                               |
| 23) Lag2 Well Level Float (spare DI if no floats)* |                               |
| 24) High Well Level Float*                         |                               |
| 25) Float Sequence Fault (n/a if no floats)        |                               |
| 26) Auxiliary Discrete Input*                      |                               |
| 27) Phase Voltage Fault                            |                               |
| 28) Phase Sequence Fault                           |                               |
| 29) Phase AB Voltage*                              |                               |
| 30) Phase AC Voltage*                              |                               |
| 31) RTU Memory Fault                               |                               |
| 32) AC Power Fault*                                |                               |
| 33) DC Bias Voltage Fault                          |                               |
| 34) Alarm Silence Button*                          |                               |
| 35) Alarm Horn Status                              |                               |
| 36) Alarm Light Status                             |                               |

*\*Represents physical wire connection, all other points are logic*

### **3. LOT, RECOMMENDED SPARE PARTS (See Addendum A, Pay Item 22)**

Includes:

- (1) TAC Pack TCU (for standard lift stations)
- (1) Telemetry Interface Module/radio (for CTU)
- (1) Network Interface Module
- (1) Power Supply Module
- (1) TCU Protective Case (TPC003, for 3 TCU products)
- (1) Spare Module Protective Case (SMC009, for spare plug-in modules)

#### **WORK TO BE PERFORMED BY DFS:**

DFS will install the central site and all RTU equipment. DFS will install the antenna/tower hardware at each location. DFS will mount the enclosure on the tower or inside building. Any conduit provided by DFS will be PVC rigid and/or flexible and is limited to 30 feet. Trenching under or cutting/patching of sidewalks, parking lots, streets, etc. is not provided by this scope and will be the responsibility of others. DFS will develop all RTU configurations w/HMI screens at the central site and provide operator training.

#### **WORK TO BE PERFORMED BY UTILITY / UTILITY IT / OTHERS:**

1. The UTILITY will be required to provide one (1) telephone line (standard dial-up) for the HSS that is dedicated for the system's 911 Alarm Dial-out Notification (a modem). Alternatively, a Verizon T2000 phone line to cell link adapter can be purchased and utilized for an additional cost and cellular data plan.
2. The UTILITY will be required to provide an additional telephone line (standard dial-up) connection, or preferably a secure VPN network connection that permits DFS to access the HSS remotely for the system maintenance/warranty support, updates and software upgrades.
3. The workstation computer offered below from DFS is optional. A primary workstation computer is required. Most existing modern workstation computer(s) can be setup by the UTILITY to access the SCADA

system (HSS) via local network connection or remotely via VPN secured connection. All network connections to the SCADA System shall be the responsibility of the UTILITY.

4. If use of the included HT4 Mobile is desired, the UTILITY must supply a secure VPN router access to the Internet. The smartphone(s) and cell service are also the responsibility of the UTILITY. Also note that custom screens must be created for effective display on a mobile device. Custom screens for HT4 Mobile are not included in this proposal.
5. Contact DFS Service for specific VPN details and open port requirements for items above. This information is not published for security purposes.
6. Ensure 120 VAC power is near the location of the DFS equipment for connection to power.
7. All required instrumentation devices either exist, or shall be provided and installed by UTILITY/others. These devices must be installed prior to the DFS installation services.
8. Some sites may require tree-trimming to avoid adverse effects to the antenna RF signal. Any required tree-trimming is responsibility of the UTILITY.
9. All required underground locate information must be provided before DFS installation services can be scheduled. DFS will provide an underground locate information form. The UTILITY will be the underground locate Point of Contact. The UTILITY must provide a contact name and phone number for use by locate services should they need to gain access to a secured area or are unable to find the site based on locate info provided by UTILITY.
10. Any required permitting and associated fees.
11. Make sites available when work is scheduled, and have personnel available to operate system as needed when DFS work is scheduled.

**PAYMENT & TERMS: All Prices in this proposal consider the Utility Tax exempt, so do not include Sales Tax**

**SCADA as a SERVICE (SaaS)**

This quotation offers our SCADA as a Service (SaaS) program. Under the SaaS program, you pay a one-time install fee for installation of the system, then a monthly service fee to utilize the SCADA System. DFS will own and maintain the SCADA System equipment and keep in in good working condition for your use. The SaaS program includes lifetime equipment warranties, product repairs, upgrades, technical support, and DFS onsite service for the entire life of the program. The Utility will be expected to assist in the simple maintenance of the SCADA equipment that cannot be accomplished remotely by DFS, such as swapping a failed module or component with a spare. If a simple module or component swap doesn't resolve the SCADA issue, DFS will provide onsite services and resolve the SCADA issue at no added charge.

The term of our Service Agreement requires no less than 120 monthly service fee payments per location. Upon expiration of the term the Utility can: 1) Continue the program on a month-to-month basis without change to the established service prices; or 2) Discontinue the SaaS program and return the equipment to DFS.

The "one-time install fee" is due upon acceptance of the SaaS agreement and the monthly billing period for each site will commence when the RTU equipment is installed and placed into operation at the site.

The Recommended Spare Parts as listed above will be provided with the SaaS option. The following represents the SaaS Pricing for the complete system as offered in the purchase quote above:

**ONE-TIME INSTALL FEE:**

QTY	ITEM	HH ITEM #	PER UNIT	TOTAL
1	CENTRAL SITE INSTALLATION FEE	11	\$4,006.00	\$4,006.00

1	CTU WITH ANTENNA/TOWER	17	\$1,470.00	\$1,470.00
1	TRAINING	6	\$1,680.00	\$1,680.00
16	LS CONSTANT SPEED INSTALLATIONS	25	\$2,108.00	33,728.00
1	MOBILIZATION FEE	1	\$6,500.00	\$6,500.00
		<b>TOTAL</b>		<b>\$47,384.00</b>

**MONTHLY SERVICE FEES:**

QTY	ITEM	HH ITEM #	UNIT MONTHLY FEE	TOTAL MONTHLY FEE	TOTAL ANNUAL FEE
1	TAC II CENTRAL SITE PACKAGE	11	\$254.00	\$254.00	\$3,048.00
16	LS CONSTANT SPEED + 1 SPARE	25	\$67.50	\$1,080.00	\$12,960.00
1	SPARE REQUIREMENTS (*)	22 & 28	\$191.50	\$191.50	\$2,298.00
		<b>TOTAL</b>		<b>\$1,525.50</b>	<b>\$18,306.00</b>

(\*) Cost difference in spares is due to less spares required on the project, fewer RTU modules.

SAAS NOTE: The Workstation Computer is not provided with, or covered by, the SaaS program. Purchase Optional Adder "A" if computer Workstation Computer is required.

Should you have any questions or require additional information, please contact Tom Hogeland at 321-259-5009.

**OPTIONAL ADDERS – Not included in the SaaS Price (See Addendum A, Pay Item 12)****A. (1) PRIMARY WORKSTATION COMPUTER ..... \$1,935.00**

Lenovo ThinkCentre M920q Tiny "All-in-one" Computer – per minimum specs below:

*Display: 23.8" WLED Borderless Panel, 1080p, antiglare, multi-touch*

*System Stand: Lift/Tilt/Pivot Adjustment*

*Processor: Intel Core i7-8700T – 2.4GHz*

*Operating System: Windows 10 Pro 64*

*Memory: 16GB (8GB + 8GB) DDR4 2400MHz*

*Video Adapter: Integrated Intel HD Graphics*

*Audio: Integrated audio*

*First Hard Drive: 256GB Solid State Drive*

*Keyboard: Lenovo Essential Wireless Keyboard*

*Pointing Device: Lenovo Wireless Mouse*

**QUOTATION NOTES:**

1. Only those items and services specifically listed above are included in this quotation.
2. Please note that lead times may be affected by product/material availability.
3. Lead time for submittal, if required, is 30 days after receipt of the order.



4. All applicable taxes must be added to the quotation total. All prices are subject to increases by the amount of any sales, excise, or other tax levied or charged by any governmental agency and are subject to price adjustment in the amount expended by DFS in compliance with any governmental action.
5. Pricing assumes credit approval of the purchaser by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. These Terms and conditions may be viewed by visiting our website at <https://dataflowsys.com/wp-content/uploads/2023/11/DFS-LLC-GENERAL-TERMS-CONDITIONS.pdf>
6. While DFS is willing to consider the Purchasers' requests for alternate terms and conditions, the adoption of such terms and conditions will be at the sole discretion of DFS and will make necessary a commensurate adjustment in quoted price.
7. Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
8. All items shipped will be billed at the time of shipment. Shipping charges will be added.
9. DFS imposes a surcharge of 3.5% (which is not greater than our cost of acceptance) on the transaction amount on all invoices for which payment is remitted via MasterCard and/or Visa credit card products.
10. This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
11. This quotation stipulates that DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be downloaded at <https://dataflowsys.com/wp-content/uploads/2023/11/ACORD-FORM-COI-THRU-3-31-2024.pdf>
12. This quotation is formatted and priced for direct purchase from the Utility. If this scope is to be purchased by others, a revised quote is required to cover additional project administration charges. These additional charges cover routine contractor/developer requirements such as contract management, submittal preparation, project coordination, owner notices, etc.
13. A DFS Service Agreement (drafted by DFS) is required with the SCADA as a Service (SaaS) option. Products provided under SaaS program may be new, used, previous legacy models, and/or reconditioned from DFS' SaaS equipment inventory.

## APPENDIX A RENTAL PRICING FROM HOLLY HILL PROPOSAL

### SCADA AS A SERVICE (RENTAL)

This Appendix A offers our SCADA as a Service (SaaS) program, which is essentially a SCADA equipment and software rental program. Our SaaS program includes the same items and services as a purchased system. Under the SaaS program, you pay a one-time install fee for installation of the SCADA equipment/software, then a monthly service fee to utilize the SCADA equipment/software. The installation fee includes labor as well as the physical Rohn Tower Structures with concrete base that are installed to support the antenna hardware, the enclosures supplied by DFS to house the SCADA equipment, conduit and wire. These specific hardware items provided with the installation fee shall become property of the City. DFS will own and maintain the SCADA equipment and SCADA software, and DFS will be responsible for keeping these items in in good working condition for the City's use. The SaaS program includes lifetime equipment warranties, product repairs, upgrades, technical support, and DFS onsite service for the entire life of the program. The City will be expected to assist in the simple maintenance of the SCADA equipment for actions that cannot be accomplished remotely by DFS, such as swapping a failed module or component with a spare. If a simple module or component swap doesn't resolve the SCADA issue, DFS will provide onsite services and resolve the SCADA issue at no added charge.

A DFS Service Agreement is provided with this bid. The agreement(s) provided in the City's bid package are not suited to accommodate our approach.

Pay Item Number	Description	QTY	One Time Fee	ANNUAL Service Fee
1	Mobilization	1	\$6,500.00	N/A
2	As Builds	1	Included	Included
3	Engineering Evaluation Study for the Whole System as outlined in the Scope of Services as outlined in Appendix A	1	Included	Included
4	Radio Frequency Path Analysis Study	1	Included	Included
5	Initial FCC Licensing Service and Fees	1	Included	Included
6	<b>Two-week onsite SCADA Operational Training &amp; Instruction for up to eight (8) utility personnel</b>	1	\$1,680.00	N/A
7	Radio Repeaters and /or forward terminal units (if needed) with Antennas, Programming and Onsite Installation Services	1	N/A	N/A
8	One (1) Year Onsite Unconditional Warranty on complete SCADA System	1	Included	Included
9	2 <sup>nd</sup> & 3 <sup>rd</sup> Year Return to Factory Warranty for all RTU I/O Modules, Radios and Power Supplies, to include damage by Lightning and Surge.	1	Included	Included
10	3-year return to factory Lightning Warranty for all RTU I/O Modules, Radios and Power Supplies damaged by Lightning and Surge.	1	Included	Included
11	<b>Central Station Including All Components and Radio</b>	1	\$4,006.00	\$3,053.00
12	WTP Workstation Computer	1	\$1,935.00	\$500.00
13	WWTP Workstation Computer for WWTP Lab and Tower	2	\$3,870.00	\$1,000.00

			(for both)	(for both)
14	SCADA Server Hardware (to include redundancy)	1	Included	Included
15	SCADA Software Program	1	Included	Included
16	Onsite Installation, Integration and Programming for SCADA Server Hardware and Software	1	Included	Included
<b>17</b>	<b>Central Terminal Unit (CTU) with Central Antenna System and Onsite Installation Services</b>	<b>1</b>	<b>\$1,470.00</b>	<b>Included</b>
18	WTP Remote Terminal Units (RTU), Monitoring and Control, with Antenna System, PLC Programming and Onsite Installation Services	1	\$11,125.00	\$5,114.00
19	Radio Repeaters and /or forward terminal units (if needed) with Antenna System, Programming and Onsite Installation Services	1	N/A	N/A
20	Well Remote Terminal Units (RTU), Monitor and Control with Antenna System, PLC Programming and Onsite Installation Services	7	\$41,189.00 (for all 7)	\$5,783.00 (for all 7)
21	Well Remote Terminal Units (RTU), Monitor only with Antenna System, PLC Programming and Onsite Installation Services	4	\$14,431.00 (for all 4)	\$3,035.00 (for all 4)
<del>21A</del>	<del>Elevated Storage Tank (EST) Remote Terminal Units (RTU), Monitor only with Antenna System, PLC Programming and Onsite Installation Services (THIS WAS A DUPLICATE ITEM)</del>	<del>1</del>	<del>\$3,241.00</del>	<del>\$729.00</del>
22	Phase One recommended System Spare Parts (to include at least one of each type of RTU module used in the system)	1	N/A	\$1,495.00
<b>PHASE 1 – FEE SUBTOTALS</b>			<b>One Time Fees</b>	<b>ANNUAL Service Fees</b>
			89,447.00	\$20,209.00
			86,206.00	\$19,480.00

Pay Item Number	Description	QTY	One Time Fee	ANNUAL Service Fee
23	Phase Two: WWTP Remote Terminal Units (RTU), Monitoring and Control, with Antenna System, PLC Programming and Onsite Installation Services	1	\$33,179.00	\$24,005.00
24	Phase Two recommended System Spare Parts (to include at least one of each type of RTU module used in the system)	1	N/A	\$988.00
<b>PHASE 2 – FEE SUBTOTALS</b>			<b>One Time Fees</b>	<b>ANNUAL Service Fees</b>
			\$33,179.00	\$24,993.00

Pay Item Number	Description	QTY	One Time Fee	ANNUAL Service Fee
25	Phase Three Lift Stations RTU (Fixed Speed) with Antenna System, RTU Programing and Onsite Installation Services	28	\$59,021.00 (for all 28)	\$22,694.00 (for all 28)
<b>25A</b>	<b><i>This number represents the cost of each from the above line ANNUAL/12 = \$67.54 (ROUNDED TO \$67.50)</i></b>	<b>EA</b>	<b>\$2,108.00</b>	<b>\$810.5</b>
26	Phase II Duplex VFD-Pump Lift Stations with Antenna System, RTU Programing and Onsite Installation Services RTUs	2	\$17,202.00 (for both)	\$5,166.00 (for both)
<b>26A</b>	<b><i>This number represents the cost of each from the above line ANNUAL/12 = \$215.25 (ROUNDED TO 215.00)</i></b>	<b>EA</b>	<b>\$8,601.00</b>	<b>\$2,583.00</b>
27	Radio Repeaters and/or forward terminal Units (if needed) with Antenna, Programing and Onsite Installation Services (Price Only to be determined after Design is complete)	1	N/A	N/A
<b>28</b>	<b>Phase Three recommended System Spare Parts (to include at least one of each type of RTU module used in the system)</b>	<b>1</b>	<b>N/A</b>	<b>\$1,983.00</b>
29	3-year return to factory Lightning Warranty for all RTU I/O Modules, Radios and Power Supplies damaged by Lightning and Surge.	1	Included	Included
<b>PHASE 3 – FEE SUBTOTALS</b>			<b>One Time Fees</b>	<b>ANNUAL Service Fees</b>
			\$76,223.00	\$29,843.00

Pay Item Number	Description	QTY	One Time Fee	ANNUAL Service Fee
30	FCC Licensing Services & Fees	1	Included	Included
31	FCC Radio License Renewal Services & Fees for life of SCADA System (minimum of 10 years)	1	Included	Included
32	Annual SCADA Software License Fixed Price for 10 year	1	Included	Included
33	Annual SCADA Software I/O Tag License for Ten (10) Years Fixed Price	1	Included	Included
34	SCADA Software User Seats/Clients License for Ten (10) Years	1	Included	Included
35	Annual SCADA Software Maintenance Cost fixed price for Ten (10) Years to include remote support, updates, Hardware ( <b>Including 3 Computers and 1 Server</b> ), revisions, and releases)	1	Included	Included
36	Annual SCADA Software Warranty fixed price for Ten (10) Years	1	Included	Included
<b>PHASE 1 (CONTINUED) – FEE SUBTOTALS</b>			<b>One Time Fees</b>	<b>ANNUAL Service Fees</b>

\$ 0

\$ 0

**ONE-TIME-FEE****Write Out the One Time Total Fee for the SCADA System:**

One Hundred Ninety Eight Thousand Eight Hundred and Forty Nine dollars (\$198,849.00)

**RECURRING FEE (ONE YEAR)****Write Out the Total Recurring Annual Fixed Fee for the SCADA System for a period of 1 year:**

Seventy Five Thousand and Forty Five dollars (\$75,045.00)

**RECURRING FEE (TEN YEARS)****Write Out the Total Recurring Annual Fixed Fee for the SCADA System for a period of 10 years:**

Seven Hundred Fifty Thousand Four Hundred and Fifty dollars (\$750,450.00)



**PROPOSER CHECK LIST**

**IMPORTANT:** Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included (**page 20 through page 46**)
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

**CITY CLERK**  
 City of Holly Hill  
 1065 Ridgewood  
 Ave.  
 Holly Hill, Florida 32117

- The **mailing envelope must be sealed and marked** with Qualification Number “20-PW-01 –, Proposal Title “**WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES** ” and Due Date “**November 21st, 2019 @ 10:00 am**”.
- The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

**ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE REP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET**

Data Flow Systems, Inc.  
Company

  
Authorized Signature

David Walker, President  
Printed Name & Title

davew@dataflowsys.com  
Email

605 N. John Rodes Blvd.  
Address

Melbourne, FL 32934  
City, State, Zip Code

321-259-5009  
Telephone No.

321-259-4006  
Fax No.

**PROFESSIONAL SERVICES AGREEMENT  
 UTILITIES SCADA SERVICES  
 Request for Proposal (RFP) RFP 20-PW-01  
 Water, and Wastewater SCADA Replacement And Upgrades**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida and whose address is \_\_\_\_\_, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #RFP 20-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for one hundred and eighty (180 days) from the date of award per the terms and conditions of the RFP.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONTRACTOR a lump sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. SCHEDULE OF VALUES** The Contractor shall submit a "Schedule of Values" listing the payment values for the work to be performed under this contract for all items in the proposal that are to be paid for in a lump sum basis. The schedule shall contain the lump sum or unit price for the installed value of the component parts of work for the purpose of making progress payments during the construction period. The schedule shall be given sufficient detail for the proper identification of the work accomplished. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies, and profit. The sum of all scheduled items shall equal the total value of the Contract. The schedule shall be reviewed by the City's Project Manager for completeness of detail. The Contractor shall expand or modify the above schedule and material listings as required by the Engineer's initial and/or subsequent reviews. No payments shall be made until the schedule is accepted.

**SECTION 5. MEASUREMENT** The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City in accordance with the Schedule of Payment Values as described in this section, unless otherwise specified. A representative of the Contractor shall witness all field measurements.

**SECTION 6. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. 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. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

<b>For City:</b> Valerie Manning, City Clerk City of Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117 (386)248-9441	<b>For Contractor:</b> _____ _____ _____ _____	(Name, Title) (Company) (Address) (City, State, Zip) (Phone)
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**SECTION 7. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 8. CONTROLLING LAW, VENUE, ATTORNEY’S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 9. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 10. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 11. WAIVER OF JURY TRIAL.** THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 12. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT’s duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

**CITY OF HOLLY HILL**

\_\_\_\_\_

\_\_\_\_\_  
**Joseph Forte, City Manager**

**Dated:** \_\_\_\_\_

**WITNESSES:**

**FIRMS**

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

**Dated:** \_\_\_\_\_

- Attachments: A. RFP #RFP 20-PW-01**
- B. Firm Response to RFP**

Approved by the City Commission of the City of Holly Hill at a meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 under Agenda Item No. \_\_\_\_\_.

**CONFLICT OF INTEREST AFFIDAVIT**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Data Flow Systems, Inc.  
Company

605 N. John Rodes Blvd.  
Address

[Signature]  
Authorized Signature

Melbourne, FL 32934  
City, State, Zip Code

David Walker, President  
Printed Name & Title

321-259-5009  
Telephone No.

davew@dataflowsys.com  
Email

321-259-4006  
Fax No.

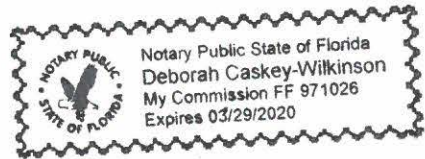
State of Florida )

City of Brevard )

SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of November, 2019, by David Walker, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification: \_\_\_\_\_.

[Signature: Deborah Caskey-Wilkinson]

Notary Public



My Commission Expires: 3/29/20

**PROPOSERS QUALIFICATION FORM**

---

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

<b>% Completed</b>	<b>Project</b>	<b>Contract Amount</b>
94.76%	Anniston Water Works & Sewer Board, Alabama Fort McClellan WWTP Improvements	\$ 258,819.00
45.5%	City of East Point, Georgia Water SCADA System	\$ 695,624.00
5%	City of Atlantic Beach, Florida SCADA for WTP 1, 2, 3, & 4	\$ 216,000.00

**LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:**

---

Miami Beach, Florida - RFP 2018-233-KB, DESIGN, BUILD, OPERATE AND MAINTAIN WATER, WASTEWATER AND STORMWATER SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) & PROGRAMMABLE LOGIC CONTROLLER (PLC)

---

**OTHER INFORMATION ABOUT PROJECTS:**

---

Have you, at any time, failed to complete a project?      Yes       No

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?  
Yes       No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

---

**FEES:**

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ 0.00 **Total Fees for work done on all City projects**

DFS has no history of work for Holly Hill (City)

**REFERENCES:**

Bank(s) Maintaining Account(s):

SEE ATTACHED

Surety/Underwriter: (if required)

North American Specialty Insurance Company - Susan Reich, Ph: 407-786-7770

Other References: (Use additional sheets if necessary)

SEE ATTACHED

**TYPE OF FIRM:**

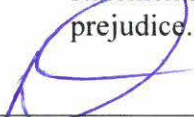
Corporation/Years in Business: 38. If firm is a corporation, please list state in which it is incorporated: FLORIDA. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: \_\_\_\_\_

Sole Proprietorship/Years in Business: \_\_\_\_\_

Other: Please list: \_\_\_\_\_

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

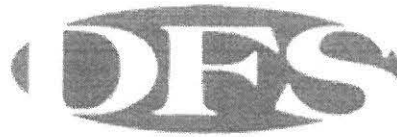


Company  
Authorized Signature

Data Flow Systems, Inc.  
David Walker, President

605 N. John Rodes Blvd.  
Melbourne, FL 32934

Address  
City, State, Zip Code



*Data Flow Systems*

## CONFIDENTIAL CREDIT INFORMATION

Company Name : Data Flow Systems, Inc.  
Address: 605 N. John Rodes Blvd.  
Melbourne, Florida 32934  
Telephone: 321-259-5009  
Fax: 321-259-4006  
Website: [www.dataflowsys.com](http://www.dataflowsys.com)  
Industry: Supervisory Control and Data Acquisition Systems (SCADA)  
Federal ID # 59-2103644  
Date Incorporated: June 1981  
Officers: Thomas F. Smaidris, CEO  
R. Brent Saunders, CTO  
David Walker, President

### BANK INFORMATION

Seacoast National Bank  
300 S. Harbor City Blvd.  
Melbourne, FL 32901  
Telephone: 321-953-2265  
Fax: 321-726-0531  
Account # 100058841

### TRADE REFERENCES

Solutions MFG. LLC  
1938 Murrell Road  
Rockledge, FL 32955  
Phone: 321-636-2041  
Fax: 321-636-8346

Technical Equipment Distributors  
4280 Dow Road Suite 102  
Melbourne, FL 32934  
Phone: 321-259-2711  
Fax: 321-242-3109

American Circuits  
513 W. 24<sup>th</sup> St.  
Charlotte, NC 28206  
Phone: 800-393-4493  
Fax: 704-376-7178

PLEASE VISIT OUR WEBSITE @ [www.dataflowsys.com](http://www.dataflowsys.com)

Data Flow Systems, Inc. • 605 North John Rodes Blvd. • Melbourne, Florida 32934-9105 • PH: 321.259.5009 • FAX: 321.259.4006

3.4 MAJOR PROJECTS IN PROGRESS  
10/25/19

NAME	CONTACT INFORMATION	Project Name	CONTRACT AMOUNT	% Complete	Scheduled Completion Date
ANNISTON WATER WORKS AND SEWER BOARD	931 NOBLE STREET, ANNISTON, AL. 36201 ED TURNER, DIRECTOR TEL (256)236-3429	FORT MCCLELLAN WWTP IMPROVEMENTS	\$258,819.00	94.76%	11/15/2019
CITY OF ATLANTIC BEACH FLORIDA	800 SEMINOLE ROAD, ATLANTIC BEACH, FL. 32233 TEL (904)247-5800	SCADA FOR WTP 1, 2, 3 & 4	\$216,000.00	0.00%	3/25/2020
ATLANTIC BEACH PUBLIC UTILITIES	BILL PITTMAN, DIRECTOR OF UTILITIES TEL (904)451-2729				
CITY OF EAST POINT GEORGIA	2777 EAST POINT STREET, EAST POINT, GA. 30344 TEL (404)270-7017	WATER SCADA SYSTEM FOR EAST POINT, GA	\$695,624.00	45.50%	6/12/2020
CITY OF EAST POINT PUBLIC WORKS	JEFFREY C. REEVES, DIRECTOR TEL (404)270-7016				
MARION COUNTY FLORIDA	601 SE 25TH AVE., OCALA, FL. 34471 TEL (352)438-2300	WRF ODOR CONTROL SYSTEM IMPROVEMENTS	\$124,035.00	27.00%	1/20/2020
MARION COUNTY UTILITIES	JEFF LANPHERE, WATER AND WAST WATER OPERATIONS MG TEL (352)307-4628				
WHITE RIVER MUNICIPAL WATER DISTRICT	2880 FM 2794, SPUR, TX. 79370 SHANE JONES, GENERAL MANAGER TEL (806)263-4240	2019 WATER SYSTEM IMPROVEMENTS - SCADA EQUIP. & SERVICES	\$200,271.00	0.00%	5/8/2020

3.5 MAJOR PROJECTS COMPLETED  
10/25/19

NAME	CONTACT INFORMATION	Project Name	CONTRACT AMOUNT	DATE COMPLETED
CITY OF COOPER CITY, FLORIDA	PO BOX 290910, COOPER CITY, FL. 33329 TEL (954)434-4300 EXT.#268	SEWER LIFT STATION SCADA SYSTEM REPLACEMENT	\$732,843.00	3/10/2016
COOPER CITY UTILITIES DEPT.	STEVE BLANCHARD, UTILITIES LIFT STATIONS MGR TEL (954)434-5519			
CITY OF LEAGUE CITY, TEXAS	300 WEST WALKER, LEAGUE CITY, TX. 77573 TEL (281)554-1400	CALDER ROAD PUMP STATION	\$220,756.50	12/22/2017
CITY OF LEAGUE CITY WATER DEPT.	JODY HOOKS, PUBLIC WORKS DIRECTOR TEL (281)554-1321			
CITY OF LEAGUE CITY, TEXAS	300 WEST WALKER, LEAGUE CITY, TX. 77573 TEL (281)554-1400	SOUTH SHORE HARBOR PUMP STATION	\$212,307.68	8/24/2017
CITY OF LEAGUE CITY WATER DEPT.	JODY HOOKS, PUBLIC WORKS DIRECTOR TEL (281)554-1321			
CITY OF FORT MYERS FLORIDA	1820 HENDRY STREET, FORT MYERS, FL. 33901 TEL (239)321-7233	SCADA REPLACEMENT PROJECT	\$445,844.00	7/14/2017
CITY OF FORT MYERS UTILITIES & SOLID WASTE	RICHARD MOULTON, DIRECTOR OF UTILITIES TEL (239)321-7608			
CITY OF KERRVILLE TEXAS	701 MAIN STREET, KERRVILLE, TX. 78028 TEL (830)258-1123	REUSE POND & PUMP STATION	\$121,291.00	3/22/2019
CITY OF KERRVILLE PUBLIC WORKS	DONOVAN BANTA, WASTEWATER SUPT. TEL (830)377-9068			
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS	8919 GOVERNMENT DRIVE, NEW PORT RICHEY, FL. 34654 TEL (352)521-4111	TAC II SCADA SYSTEM EXPANSION AND COUNTY-WIDE COMMUNICATIONS STRUCTURES	\$1,147,704.00	11/11/2016
PASCO COUNTY UTILITIES	DARRYL GIBSON, SENIOR PROGRAM ANALYST TEL (727)856-7406			
PASCO COUNTY BOARD OF COUNTY COMMISSIONERS	8919 GOVERNMENT DRIVE, NEW PORT RICHEY, FL. 34654 TEL (352)521-4111	TERMINAL CONTROL UNIT (TCU) UPGRADE	\$2,612,126.00	10/11/2018
PASCO COUNTY UTILITIES	DARRYL GIBSON, SENIOR PROGRAM ANALYST TEL (727)856-7406			
CITY OF ROWLETT TEXAS	4004 MAIN STREET, ROWLETT, TX. 75030 TEL (972)412-6131	SCADA SYSTEM IMPROVEMENTS RFP #2015-07	\$675,205.00	4/5/2019
ROWLETT TEXAS PUBLIC WORKS DEPT.	GARY ENNA, ASSISTANT DIRECTOR TEL (972)412-6287			

DFS WILL NOT UTILIZE A SUBCONTRACTOR

SUBCONTRACTOR'S QUALIFICATION FORM

---

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

<b>% Completed</b>	<b>Project</b>	<b>Contract Amount</b>
N/A		\$ _
		\$ _
		\$ _

**LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:**

---

---

---

**OTHER INFORMATION ABOUT PROJECTS:**

---

---

Have you, at any time, failed to complete a project?      Yes       No

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?  
Yes     No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

---

**FEES:**

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ \_\_\_\_\_ **Total Fees for work done on all City projects**



**DFS WILL NOT UTILIZE A SUBCONTRACTOR**

**REFERENCES:**

Bank(s) Maintaining Account(s): \_\_\_\_\_

\_\_\_\_\_

Surety/Underwriter: (if required) \_\_\_\_\_

\_\_\_\_\_

Other References: (Use additional sheets if necessary)

\_\_\_\_\_

\_\_\_\_\_

**TYPE OF FIRM:**

- Corporation/Years in Business: \_\_\_\_\_. If firm is a corporation, please list state in which it is incorporated: \_\_\_\_\_. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- Partnership/Years in Business: \_\_\_\_\_
- Sole Proprietorship/Years in Business: \_\_\_\_\_
- Other: Please list: \_\_\_\_\_

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

\_\_\_\_\_  
Company  
Authorized Signature

\_\_\_\_\_  
Address  
City, State, Zip Code

**DECLARATION STATEMENT**

City of Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117

**RE: RFP 20-PW-01 –Water, and Wastewater SCADA Replacement And Upgrades**

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in RFP 19-PW-17 .

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 18 day of Nov. ,2019 in the City of Melbourne , in the State of Florida .

Data Flow Systems, Inc.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

David Walker, President

605 N. John Rodes Blvd.

\_\_\_\_\_  
Address

Melbourne, FL 32934

\_\_\_\_\_  
City, State, Zip Code

## INSURANCE REQUIREMENTS

### INSURANCE TYPE

### REQUIRED LIMITS

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> 1. Worker's Compensation   | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.                                  |
| <input checked="" type="checkbox"/> 2. Commercial General Liability<br>Bodily Injury & Property Damage   | (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.<br><b><u>\$1,000,000</u></b> single limit per occurrence |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. |  |

This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 4. Automobile Liability  | <b><u>\$ 500,000</u></b> Each Occurrence Owned/Non-owned/Hired Automobile Included  |
| <input checked="" type="checkbox"/> 5. Other Insurance as indicated below:   | <b>\$ 1,000,000</b> Per Occurrence Errors and Omissions or Professional Malpractice Coverage  |
| <input type="checkbox"/> 6. Aircraft Liability   | <b>\$1,000,000</b> each occurrence combined single limit for bodily injury liability and property damage liability.                                 |
| <input checked="" type="checkbox"/> 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. |   |
| <input checked="" type="checkbox"/> 8.   | The City of Holly Hill must be named as " <b>ADDITIONAL INSURED</b> " on the Insurance Certificate for Commercial General Liability where required. |

**INSURANCE REQUIREMENTS**  
(Continued)

- 9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill  
1065 Ridgewood Ave.  
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- 10. **Thirty (30) Days Cancellation Notice** required.
- 11. The Certificate must state the **RFP Number and Water, and Wastewater SCADA Replacement And Upgrades .**

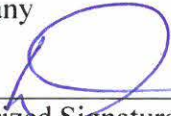
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PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Data Flow Systems, Inc.

Company



Authorized Signature

David Walker, President

Printed Name & Title

davew@dataflowsys.com

Email

605 N. John Rodes Blvd.

Address

Melbourne, FL 32934

City, State, Zip Code

321-259-5009

Telephone No.

321-259-4006

Fax No.

Brown & Brown Central Coast

Insurance Agency

SEE ATTACHED INSURANCE CERTIFICATE & EMAIL

Signature of Proposer's Agent



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2019

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> Brown & Brown of Brevard 6905 N. Wickham Road Suite 501 Melbourne FL 32940		<b>CONTACT NAME:</b> Annie Donovan <b>PHONE (A/C, No, Ext):</b> (321) 757-8686 <b>FAX (A/C, No):</b> (321) 757-8687 <b>E-MAIL ADDRESS:</b> adonovan@bbbrevard.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Zurich American Ins.	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER B:</b> American Guarantee and Liability Insurance Company	26247
Data Flow Systems, Inc. 605 N. John Rodes Blvd. Melbourne FL 32934		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** CL194122226**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> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPO 5947891-06	04/01/2019	04/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							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
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> OTHER:			CPO 5947891-06	04/01/2019	04/01/2020	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 5947892-06	04/01/2019	04/01/2020	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC7687132-00	04/01/2019	04/01/2020	<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
A	Installation Floater			CPO 5947891-06	04/01/2019	04/01/2020	Installation Floater Limit	\$25,000

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

RFP 20 PW-01 Water and Wasterwater SCADA Replacement and Upgrades. Certificate holder is listed as additional insured with regards to General Liability as per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Holly Hill 1065 Ridgewood Ave. Holly Hill FL 32117	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
--	---

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**From:** Tammy Traser <ttraser@bbccfl.com>  
**Subject:** RE: Insurance Agent Statement  
**Date:** November 12, 2019 at 3:14:24 PM EST  
**To:** Stacy Hurlbut <stacy@dataflowsys.com>

Hi Stacy,

I've reviewed the document you provided. I am able to confirm that Data Flow meets the required coverage amounts listed and I can also confirm that Data Flow carries Additional Insured endorsements. However I am not able to sign off on the document as the many of the other items listed are part of an agreement between Data Flow and the City and Brown & Brown is not a party to that agreement. I am happy to provide a certificate of insurance to confirm the parts that I am able to confirm. Just let me know.

Kind Regards,

**Tammy S. Traser, CIC**

Commercial Accounts Team Leader  
Insurance Operations Liaison  
License # A313317

Email: [ttraser@bbccfl.com](mailto:ttraser@bbccfl.com)

Melbourne: Direct: (321) 426-2316 | F (321) 757-8687

Vero Beach: Direct: (772) 469-1518

Cell: (352) 455-0795

Brown & Brown Central Coast (NYSE: BRO)  
6905 N Wickham Rd, Ste 501, Melbourne, FL 32940  
817 Beachland Blvd., Vero Beach, FL 32963



CENTRAL COAST

[bbinsurance.com](http://bbinsurance.com)



NOTE: Please remember that insurance coverage cannot be bound, amended or cancelled by sending an electronic message until receiving confirmation from a licensed representative.

CONFIDENTIALITY NOTICE: The information contained in this communication, including attachments, may contain privileged and confidential information that is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone immediately.

---

**From:** Stacy Hurlbut <[stacy@dataflowsys.com](mailto:stacy@dataflowsys.com)>  
**Sent:** Tuesday, November 12, 2019 1:24 PM  
**To:** Tammy Traser <[ttraser@bbccfl.com](mailto:ttraser@bbccfl.com)>  
**Subject:** Insurance Agent Statement

Tammy,  
Please review and fill out and e-mail back to me.  
Let me know if there are any issues.

Thank you,  
Stacy Hurlbut

## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

YES

NO

Data Flow Systems, Inc.

605 N. John Rodes Blvd.

Company

Address

Melbourne, FL 32934

Authorized Signature

City, State, Zip Code

David Walker, President

321-259-5009

Printed Name & Title

Telephone No.

davew@dataflowsys.com

321-259-4006

Email

Fax No.



**NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER**

State of Florida

County of Brevard

David Walker, being first duly sworn, deposes and says that:

He/she is President of Data Flow Systems, Inc., Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Data Flow Systems, Inc.

605 N. John Rodes Blvd.

Company

Address

Melbourne, FL 32934

Authorized Signature

City, State, Zip Code

David Walker, President

321-259-5009

Printed Name & Title

Telephone No.

davew@dataflowsys.com

321-259-4006

Email

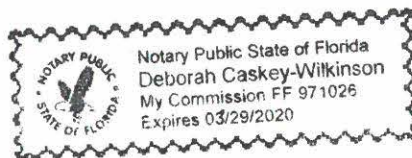
Fax No.

Subscribed and sworn to before me this 1<sup>st</sup> day of November, 2019.

Deborah Caskey-Wilkinson

Title

My Commission Expires: 3/29/20



**ACKNOWLEDGEMENTS  
RFP 20-PW-01 –WATER, AND  
WASTEWATER SCADA REPLACEMENT  
AND UPGRADES SERVICES**

**To: City of Holly Hill  
1065 Ridgewood  
Ave Holly Hill, FL  
32117**

**From : Insert Information  
“Contractor”**

The Contractor agrees to provide WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES SERVICES within 180 days (for each phase) calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this 18 day of November, 2019  
(Month) (Year)

**INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER  
FORM OF ENTITY**

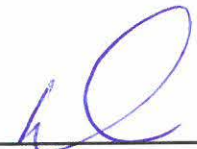
By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number (TIN): \_\_\_\_\_

**CORPORATION**

By:  / David Walker  
(Signature) (Print name)

Address: 605 N. John Rodes Blvd.  
Melbourne, FL 32934

Telephone: (321) 259-5009 Fax: (321) 259-4006

Taxpayer Identification Number (TIN/EIN): 59-2103644

State Under Which Corporation Was Chartered: Florida

Corporate President: David Walker  
(Print Name)

Corporate Secretary: Stacy Hurlbut  
(Print Name)

Corporate Treasurer: Stacy Hurlbut  
(Print Name)

**CORPORATE SEAL**

Attest By: Stacy Hurlbut  
Secretary

Signature:  Date: 11/19/19

**COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

**Valerie Manning, City Clerk**  
386-248-9441  
[vmanning@hollyhillfl.org](mailto:vmanning@hollyhillfl.org)  
1065 Ridgewood Ave  
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

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

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: Data Flow Systems, Inc.

Authorized representative (printed): David Walker, President

Authorized representative (signature): 

Project Number: **RFP 20-PW-01** Date: Nov. 18, 2019

## REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Coral Springs Improvement District  
Address: 10300 NW 11th Manor, Pompano Beach, FL 33071  
Point of Contact: Dan Daly  
Phone #: (954) 796-6639 Email address: dand@fladistricts.com  
Service(s) Provided: SCADA Rental  
Dates of Service: October 2011 to Present (8+ years)
  
2. Name of Company: City of Fort Pierce  
Address: 100 N U.S. Highway 1, Fort Pierce, FL 34950  
Point of Contact: Mark Kobbe  
Phone #: (772) 466-1600 Email address: mkobbe@fpu.com  
Service(s) Provided: SCADA Rental (2 SCADA Systems)  
Dates of Service: April 2003 to Present (16+ years)
  
3. Name of Company: Rolling Oaks Utilities, Inc.  
Address: 4073 N Lecanto Hwy, Beverly Hills, FL 34465  
Point of Contact: Kyle Johnson  
Phone #: (352) 601-7017 Email address: kyle@rollingoaksutilities.com  
Service(s) Provided: SCADA Rental  
Dates of Service: March 2017 to Present (2+ Years)
  
4. Name of Company: City of Stuart  
Address: 121 SW Flagler Ave, Stuart, FL 34994  
Point of Contact: Paul Hitchcock  
Phone #: (772) 288-1292 Ext. 6 Email address: phitchcock@ci.stuart.fl.us  
Service(s) Provided: SCADA Rental (2 SCADA Systems)  
Dates of Service: February 2004 to Present (15+ Years)

**DFS WILL NOT UTILIZE A SUBCONTRACTOR**  
**SUB-CONTRACTOR REFERENCES FORM**

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

5. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

6. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

7. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

8. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by David Walker, President

(Print Individual's Name and Title)

for Data Flow Systems, Inc.

(Print Name of Entity Submitting Sworn Statement)

whose business is 605 N. John Rodes Blvd., Melbourne, FL 32934

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2103644

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners,

shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**



(Signature)

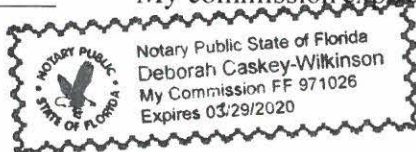
Sworn and subscribed before me this 18<sup>th</sup> day of November, 2019.

Personally known David Walker Deborah Caskey-Wilkinson

(Notary)

OR produced identification \_\_\_\_\_ Notary Public State of Florida

\_\_\_\_\_ My commission expires: 3/29/20  
(Type of Identification)





**VENDOR INFORMATION**

Vendor is:

(  ) Corporation

(  ) Partnership

(  ) Sole Proprietorship

(  ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification Number: 59-2103644

Firm Name: Data Flow Systems, Inc.

Mailing Address: 605 N. John Rodes Blvd.  
Melbourne, FL 32934

Telephone No.: 321-259-5009 Fax No.: 321-259-4006

Email Address: davew@dataflowsys.com Web Address: www.dataflowsys.com

If remittance address is different from the mailing address so indicate below.

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

Remittance Address: \_\_\_\_\_

\_\_\_\_\_

Submitted by:  \_\_\_\_\_

Name & Title Printed: David Walker, President

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Data Flow Systems, Inc.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>605 N. John Rodes Blvd.</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Melbourne, FL 32934</b>	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number <b>59 : 2103644</b>

**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).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>11/18/2019</b>
------------------	----------------------------	--------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**RFP 20-PW-01**

**WATER, AND WASTEWATER SCADA  
REPLACEMENT AND UPGRADES**

**Addendum 1**

1. What is the purpose of the Contract is a rental or Purchase, Please Clarify???

The intent is for the city to install new SCADA hardware/software that has a low initial cost and an annual maintenance fee that that includes hardware and software maintenance plus system support (including any future system upgrades).

As described in Appendix A section 1.18.1 of the RFP, all purchase and finance options available including purchase (complete system or incremental implementation), lease with option to purchase (state any time restraints), or rental should be provided. As a minimum the City is requesting the following pricing options:

- System purchase
- 10 year lease with two 5 year renewal options (both lease and lease purchase options)
- 20 year lease (both lease and lease purchase options)

Can the city provide the GPS Coordinates for the wells, tower and lift stations?

WELL	LATITUDE	LONGITUDE
11	29.24360681431*	-81.0486155084*
12-A	29.24222626943*	-81.0524996360*
12-B	29.24522713212*	-81.0615126371*
12-C	29.24888613474*	-81.0542550570*
13	29.21012018268*	-81.1202839807*
14	29.21198878516*	-81.1196508205*
15	29.21355527184*	-81.1183179111*
16	29.21469340434*	-81.1164512986*
17	29.21756389	-81.1195948189*
18	29.21617470945*	-81.1180587866*
19	29.21310219869*	-81.1148903501*

LIFT-STA	LONGITUDE	LATITUDE
LS-01	-81.03678972	29.23307125
LS-02	-81.02819153	29.23130717
LS-03	-81.03122012	29.23630099
LS-04	-81.04217401	29.24186047
LS-05	-81.0357743	29.2442281
LS-06	-81.04424316	29.24729485
LS-07	-81.03797077	29.25138457
LIFT-STA	LONGITUDE	LATITUDE
LS-08	-81.05009372	29.25703442
LS-09	-81.04121587	29.25791101
LS-10	-81.04065673	29.23143007
LS-10A	-81.03766878	29.2297462
LS-11	-81.04307986	29.23733043
LS-11A	-81.04036817	29.2365377
LS-12	-81.04504337	29.22957779
LS-13	-81.04844306	29.22808863
LS-14	-81.04865846	29.23094864
LS-15	-81.04958157	29.23680312
LS-16	-81.0523867	29.23335992
LS-17	-81.04770102	29.23929548
LS-17A	-81.05256487	29.23895436
LS-17B	-81.05407335	29.23987994
LS-18	-81.04874303	29.24699507
LS-18A	-81.05936922	29.2465267
LS-19	-81.05175746	29.25352005
LS-20	-81.06236322	29.24927788
LS-21	-81.05953216	29.24248453
LS-22	-81.06654277	29.25538177
LS-24	-81.06394424	29.25268598
LS-25	-81.05719076	29.25918862
LS-26	-81.05910031	29.23912131
LS-27	-81.05171105	29.26292406
LS-28	-81.05085346	29.26032855
LS-CEN	-81.04312467	29.24143871
LS-DOG	-81.06495546	29.25254404

2. Is there a Plan Set for the project

**No plan set is part of the this bid.**

If need be the contractor can contact the city of holly hill public works to schedule a tour of our facilities.

 11/18/19

## RFP 20-PW-01

# WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES

## Addendum 2

### To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the RFP 20- PW-01 for the above

### WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES

as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

Amend section 1.6.5 b) Project Overview shown on page 51 to:

It is the intent of the utility to approach this project in (3) phases **that are substantially complete within 150 days and final completion within 30 days thereafter or a total of 180 days.**

### Questions & Answers

1) How many lift stations have pressure transducers & how many just floats.

**While 8 do not currently have transducers, they are being added as we upgrade stations so all stations should be wired for both floats and transducers.**

2) Compliance with the 2018 Infrastructure Act is not mentioned here. Will this be addressed separately? Included with in this proposal?

**Not applicable**

3) Page 8; E | Can you further explain this. If the contract is a lease and covers the installation cost over xx years and "funds are not appropriated" how is the project cost repaid?

**See Addendum 1**

4) Page 8; F | Again in the event of early termination what becomes of any remaining installation cost?

**See Addendum 1**

5) Page 6; 2 | Mentions the use of the City network. Does the City have a drawing or detail of that network?

**SCADA will not be using the "CITY" network, it will be using the existing SCADA fiber for wastewater and there is no fiber for the water plant it is all electrical control. There are no existing drawings available.**

6) Page 51; 1.6.5 | Discusses the project in 3 phases. What is the expected time frame of complete implementation of these phases?

**All phases must reach substantial completion within 150 days and final completion to 30 days later or 180 days.**

7) Page 59; Part 2 | "All work will be completed in 45 days". Does this refer to all phases of the proposed project?

**All phases must reach substantial completion to 150 days and final completion to 30 days later or 180 days.**

8) I have a question about the bid form for the SCADA RFP 20-PW-01. The bid form has a table for all of the one-time-fee items (software and hardware), followed by the annual cost prices table. However the annual cost price table is limited to software and does not provide line items for the RTU hardware, which will also require annual costs. Can you modify the bid form to include annual cost price line items for the hardware? This would be needed for the hardware listed on bid form lines 7, 11, 12, 13, 14, 17 through 28. We are unable to provide complete pricing with the form as written. Please advise if a new form can be provided by City or if DFS is permitted to submit a modified form.

**Hardware upgrades during the "lease/rental" phase are to be included as part of lease rental cost. Software cost in that phase is just license cost.**

Signature acknowledges receipt and understanding of this addendum.

DAVID WALKER, PRESIDENT

\_\_\_\_\_  
Name/Title

11/18/19

\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT  
UTILITIES SCADA SERVICES  
Request for Proposal (RFP) RFP 20-PW-01  
Water, and Wastewater SCADA Replacement And Upgrades**

**THIS AGREEMENT** is made and entered into this 20<sup>th</sup> day of Dec., 2019, by and between Data Flow Systems, duly authorized to conduct business in the State of Florida and whose address is 605 John Rodes Blvd, Melbourne, Florida 32934, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #RFP 20-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for ten (10) years from the date of award per the terms and conditions of the RFP with two five year options and sole discretion of the City.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONTRACTOR a One Time Not to Exceed Fee of One hundred ninety Eight thousand and forty nine dollars (\$198,849.00) , And a monthly Not to Exceed Fee of six thousand two hundred fifty three dollars and seventy five cents (\$6253.75) including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. 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. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**For City:**

Valerie Manning, City Clerk  
City of Holly Hill  
1065 Ridgewood Ave.  
Holly Hill, FL 32117  
(386)248-9441

**For Contractor:**

<u>David Walker, President</u>	(Name, Title)
<u>Data Flow Systems</u>	(Company)
<u>605 N. John Rodes Blvd</u>	(Address)
<u>Melbourne FL 32934</u>	(City, State, Zip)
<u>321 259 5009</u>	(Phone)

**SECTION 5. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation



between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 7. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 8. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 9. WAIVER OF JURY TRIAL.** THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 10. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

Valerie Manning

**CITY OF HOLLY HILL**

Joseph Forte, City Manager

Dated: 12/20/19

**WITNESSES:**

Gray H. Hudson

**FIRMS**

By: Stacy S. Hurlbut  
CFO/Sec/TIC

Dated: 12/20/19

Attachments: A. RFP #RFP 20-PW-01  
B. Contractor's Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this 10<sup>th</sup> day of December, 2019 under Agenda Item No. 5(4) Consent Agenda.





**PROPOSAL PRICING FORM  
RFP 20-PW-01  
WATER, AND WASTEWATER SCADA  
REPLACEMENT AND UPGRADES**

RFP Date: 11/18/2019

TO: The City of Holly Hill, Florida

FROM: Data Flow Systems, Inc.

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal**.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the **Proposal Form** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work the undersigned hereby submits the **Proposal Pricing Form** for the **WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES** as follows: Give an itemized list of equipment, materials, and services associated with each listed aspect along with any recommended spare parts that are to be kept on hand. Also list any reoccurring software fees, and/or cost for additional "workstation seats," additional I/O points, and other such cost if required by utility.

Total Fee From Attached Forms on Pages 41 to 44

One Time Fee : One Hundred Ninety Eight Thousand Eight Hundred and Forty Nine dollars (\$198,849.00) Dollars

Annual Costs : Seventy Five Thousand and Forty Five dollars (\$75,045.00) Dollars

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## APPENDIX A RENTAL PRICING

### SCADA AS A SERVICE (RENTAL)

This Appendix A offers our SCADA as a Service (SaaS) program, which is essentially a SCADA equipment and software rental program. Our SaaS program includes the same items and services as a purchased system. Under the SaaS program, you pay a one-time install fee for installation of the SCADA equipment/software, then a monthly service fee to utilize the SCADA equipment/software. The installation fee includes labor as well as the physical Rohn Tower Structures with concrete base that are installed to support the antenna hardware, the enclosures supplied by DFS to house the SCADA equipment, conduit and wire. These specific hardware items provided with the installation fee shall become property of the City. DFS will own and maintain the SCADA equipment and SCADA software, and DFS will be responsible for keeping these items in in good working condition for the City's use. The SaaS program includes lifetime equipment warranties, product repairs, upgrades, technical support, and DFS onsite service for the entire life of the program. The City will be expected to assist in the simple maintenance of the SCADA equipment for actions that cannot be accomplished remotely by DFS, such as swapping a failed module or component with a spare. If a simple module or component swap doesn't resolve the SCADA issue, DFS will provide onsite services and resolve the SCADA issue at no added charge.

A DFS Service Agreement is provided with this bid. The agreement(s) provided in the City's bid package are not suited to accommodate our approach.

Pay Item Number	Description	QTY	One Time Fee	ANNUAL Service Fee
1	Mobilization	1	\$6,500.00	N/A
2	As Builds	1	Included	Included
3	Engineering Evaluation Study for the Whole System as outlined in the Scope of Services as outlined in Appendix A	1	Included	Included
4	Radio Frequency Path Analysis Study	1	Included	Included
5	Initial FCC Licensing Service and Fees	1	Included	Included
6	Two-week onsite SCADA Operational Training & Instruction for up to eight (8) utility personnel	1	\$1,680.00	N/A
7	Radio Repeaters and /or forward terminal units (if needed) with Antennas, Programming and Onsite Installation Services	1	N/A	N/A
8	One (1) Year Onsite Unconditional Warranty on complete SCADA System	1	Included	Included
9	2 <sup>nd</sup> & 3 <sup>rd</sup> Year Return to Factory Warranty for all RTU I/O Modules, Radios and Power Supplies, to include damage by Lightning and Surge.	1	Included	Included
10	3-year return to factory Lightning Warranty for all RTU I/O Modules, Radios and Power Supplies damaged by Lightning	1	Included	Included

	and Surge.			
11	Central Station Including All Components and Radio	1	\$4,006.00	\$3,053.00
12	WTP Workstation Computer	1	\$1,935.00	\$500.00
13	WWTP Workstation Computer for WWTP Lab and Tower	2	\$3,870.00 (for both)	\$1,000.00 (for both)
14	SCADA Server Hardware (to include redundancy)	1	Included	Included
15	SCADA Software Program	1	Included	Included
16	Onsite Installation, Integration and Programming for SCADA Server Hardware and Software	1	Included	Included
17	Central Terminal Unit (CTU) with Central Antenna System and Onsite Installation Services	1	\$1,470.00	Included
18	WTP Remote Terminal Units (RTU), Monitoring and Control, with Antenna System, PLC Programming and Onsite Installation Services	1	\$11,125.00	\$5,114.00
19	Radio Repeaters and /or forward terminal units (if needed) with Antenna System, Programming and Onsite Installation Services	1	N/A	N/A
20	Well Remote Terminal Units (RTU), Monitor and Control with Antenna System, PLC Programming and Onsite Installation Services	7	\$41,189.00 (for all 7)	\$5,783.00 (for all 7)
21	Well Remote Terminal Units (RTU), Monitor only with Antenna System, PLC Programming and Onsite Installation Services	4	\$14,431.00 (for all 4)	\$3,035.00 (for all 4)
21A	Elevated Storage Tank (EST) Remote Terminal Units (RTU), Monitor only with Antenna System, PLC Programming and Onsite Installation Services	1	\$3,241.00	\$729.00
22	Phase One recommended System Spare Parts (to include at least one of each type of RTU module used in the system)	1	N/A	\$1,495.00
<b>PHASE 1 – FEE SUBTOTALS</b>			<b>One Time Fees</b>	<b>ANNUAL Service Fees</b>
			89,447.00	\$20,209.00

Pay Item Number	Description	QTY	One Time Fee	ANNUAL Service Fee
23	Phase Two: WWTP Remote Terminal Units (RTU), Monitoring and Control, with Antenna System, PLC Programming and Onsite Installation Services	1	\$33,179.00	\$24,005.00
24	Phase Two recommended System Spare Parts (to include at least one of each type of RTU module used in the system)	1	N/A	\$988.00
<b>PHASE 2 – FEE SUBTOTALS</b>			<b>One Time Fees</b>	<b>ANNUAL Service Fees</b>
			\$33,179.00	\$24,993.00

Pay Item Number	Description	QTY	One Time Fee	ANNUAL Service Fee
25	Phase Three Lift Stations RTU (Fixed Speed) with Antenna System, RTU Programming and Onsite Installation Services	28	\$59,021.00 (for all 28)	\$22,694.00 (for all 28)
26	Phase II Duplex VFD-Pump Lift Stations with Antenna System, RTU Programming and Onsite Installation Services RTUs	2	\$17,202.00 (for both)	\$5,166.00 (for both)
27	Radio Repeaters and/or forward terminal Units (if needed) with Antenna, Programming and Onsite Installation Services (Price Only to be determined after Design is complete)	1	N/A	N/A
28	Phase Three recommended System Spare Parts (to include at least one of each type of RTU module used in the system)	1	N/A	\$1,983.00
29	3-year return to factory Lightning Warranty for all RTU I/O Modules, Radios and Power Supplies damaged by Lightning and Surge.	1	Included	Included
<b>PHASE 3 – FEE SUBTOTALS</b>			<b>One Time Fees</b>	<b>ANNUAL Service Fees</b>
			\$76,223.00	\$29,843.00

Pay Item Number	Description	QTY	One Time Fee	ANNUAL Service Fee
30	FCC Licensing Services & Fees	1	Included	Included
31	FCC Radio License Renewal Services & Fees for life of SCADA System (minimum of 10 years)	1	Included	Included
32	Annual SCADA Software License Fixed Price for 10 year	1	Included	Included
33	Annual SCADA Software I/O Tag License for Ten (10) Years Fixed Price	1	Included	Included
34	SCADA Software User Seats/Clients License for Ten (10) Years	1	Included	Included
35	Annual SCADA Software Maintenance Cost fixed price for Ten (10) Years to include remote support, updates, Hardware ( <b>Including 3 Computers and 1 Server</b> ), revisions, and releases)	1	Included	Included
36	Annual SCADA Software Warranty fixed price for Ten (10) Years	1	Included	Included
<b>PHASE 1 (CONTINUED) – FEE SUBTOTALS</b>			<b>One Time Fees</b>	<b>ANNUAL Service Fees</b>
			\$ 0	\$ 0

**ONE-TIME-FEE**

**Write Out the One Time Total Fee for the SCADA System:**

One Hundred Ninety Eight Thousand Eight Hundred and Forty Nine dollars (\$198,849.00)

**RECURRING FEE (ONE YEAR)**

**Write Out the Total Recurring Annual Fixed Fee for the SCADA System for a period of 1 year:**

Seventy Five Thousand and Forty Five dollars (\$75,045.00)

**RECURRING FEE (TEN YEARS)**

**Write Out the Total Recurring Annual Fixed Fee for the SCADA System for a period of 10 years:**

Seven Hundred Fifty Thousand Four Hundred and Fifty dollars (\$750,450.00)



Authorized Signature

David Walker, President

Printed Name & Title

Data Flow Systems, Inc.

Company

11/18/2019

Date

605 N. John Rodes Blvd.

Address

Melbourne, FL 32934

City, State, Zip Code

321-259-5009

Telephone No.

davew@dataflowsys.com

Email Address



**DFS PROPOSAL 191118-01-DW**  
**"PHASE 1"**  
**CITY OF HOLLY HILL - RFP 20 PW-01**  
**WATER AND WASTEWATER REPLACEMENT AND UPGRADES**  
**NOVEMBER 18, 2019**

Phase 1 includes all of the items listed in the bid form as Pay Items 1 through 22, and 30 through 36. Per the City's answer to Addendum #1, Question #1, this bid response provides pricing for three approaches: Purchase; Rental; and Lease-Purchase. All Phase 1 fees and prices are offered in the attached Appendix A Rental, Appendix B Purchase, Appendix C Lease-Purchase.

**NOTE: PRICING FOR THIS PHASE INCLUDES AN RTU FOR THE ELEVATED STORAGE TANK (EST). THE RFP BID FORM DOES NOT PROVIDE A LINE ITEM FOR PRICING ASSOCIATED WITH THE REQUIREMENT. DFS HAS ADDED LINE ITEM "21A" FOR THE EST RTU. OTHER BIDS MAY NOT INCLUDE THE EST RTU.**

**PHASE 1 PROJECT OVERVIEW**

This phase includes all of the items listed in the bid form as Pay Items 1 through 22 and 30 through 36, to include the Central Site Equipment w/Software, (1) WTP Remote Terminal Unit (RTU), (1) EST RTU, (7) Well RTUs, (4) Well RTUs, and Spare Parts as detailed below. The Hyper SCADA Server (HSS) and Central Radio/Antenna (CTU) will be located at the Public Works Department (453 LPGA Blvd). The HSS must be mounted in a climate-controlled indoor area and connected to 120V power service. The central antenna will be side-mounted on the existing 60' tower. The radio system will include and utilize an FCC Licensed VHF frequency to be issued in the City's name.

**SEQUENCE OF INSTALLATION**

- Pre-submittal Survey
- Submittal/Mobilization
- Construction and testing of the RTUs & control panels, with automation programming, at our facility.
- Field Wire Identification and Labeling.
- Physical installations onsite, Field Integration and Wiring services.
- Final Startup and Commissioning services.
- Close out and Final Documentation delivery.

**BILL OF MATERIAL & SERVICES:**

This quotation offers the following items:

**1. (1) TAC II CENTRAL SITE PACKAGE:**

THIS ITEM INCLUDES THE FOLLOWING:

(1) HYPER SCADA SERVER (HSS002-2, FULLY REDUNDANT):

- (1) Enclosure Assembly w/Door Window (NEMA 12 Steel, 24"W x 30"H x 8"D)
- (2) Modular Backplane
- (2) Hyper Server Module
- (1) Network Switch Module
- (1) Fiber Interface Module
- (1) Power Supply Module
- (1) 7.0 Ah Backup Battery (UPS)
- (1) Debian, Linux Operating System
- (1) MariaDB, Open Source Database
- (1) HT4 SCADA Software
- (1) HT4 Mobile (smartphone & service by CITY)

(1) CENTRAL TRANSCEIVER UNIT (CTU – MASTER RADIO):

- (1) NEMA 4X Fiberglass Enclosure (14"W x 16"H x 8"D)
- (1) CTU202 Modular Backplane
- (1) Telemetry Interface Module/radio
- (1) Network Fiber Module
- (1) Power Supply Module
- (1) RTU Surge Protection Kit
- (1) 2.6 Ah Backup Battery
- (1) Polyphaser Coaxial Surge Protector
- (1) CTA209 Dipole Antenna  
*(antenna to be side-mounted on existing tower at 45' to center of antenna)*
- (1) Coaxial Cable w/Connectors
- (1) Fiber Optic Cable w/Connectors (to HSS)
- (1) FCC Licensing

(1) ONSITE INSTALLATION FOR CENTRAL SITE EQUIPMENT PACKAGE (PER DFS SCOPE OF WORK)

**2. (1) PRIMARY WORKSTATION COMPUTER (WTP)**

Lenovo ThinkCentre M910 Tiny "All-in-one" Computer – per minimum specs below:

*Display: 23.8" WLED Borderless Panel, 1080p, antiglare, multi-touch*  
*System Stand: Lift/Tilt/Pivot Adjustment*  
*Processor: Intel Core i7-7700T – 2.9GHz*  
*Operating System: Windows 10 Pro 64*  
*Memory: 16GB (8GB + 8GB) DDR4 2400MHz*  
*Video Adapter: Integrated Intel HD Graphics*  
*Audio: Integrated audio*  
*First Hard Drive: 256GB Solid State Drive*  
*Keyboard: Lenovo Essential Wireless Keyboard*  
*Pointing Device: Lenovo Wireless Mouse*

**3. (2) WORKSTATION COMPUTER (WWTP LAB & TOWER)**

Lenovo ThinkCentre M910 Tiny "All-in-one" Computer – per minimum specs below:

*Display: 23.8" WLED Borderless Panel, 1080p, antiglare, multi-touch*  
*System Stand: Lift/Tilt/Pivot Adjustment*  
*Processor: Intel Core i7-7700T – 2.9GHz*  
*Operating System: Windows 10 Pro 64*  
*Memory: 16GB (8GB + 8GB) DDR4 2400MHz*

Video Adapter: Integrated Intel HD Graphics  
 Audio: Integrated audio  
 First Hard Drive: 256GB Solid State Drive  
 Keyboard: Lenovo Essential Wireless Keyboard  
 Pointing Device: Lenovo Wireless Mouse

#### 4. (1) ONSITE OPERATOR TRAINING

Operator Training will be conducted over a four (4) consecutive days period. Training will cover material for the Overview, Basic HSS and Basic TCU. Please note the maximum number of attendees is four (4) people due to material presentation and effective instructor/student ratio.

#### 5. (1) WTP RTU

DFS will provide one (1) Control Panel/RTU (RTU) to replace the current WTP control system at this site. DFS will provide field services for installation, integration, startup and commissioning in support of the provided Control Panel/RTU.

**Understanding of Installation** - The understanding is that the current system will be maintained and operational while the new HT3 SCADA System is being installed, modified and configured by DFS. Both systems will be operation during the installation process.

The new system will be brought over in phases to prevent breaks in coverage and operational readiness. The current 24VAC monitor power at all sites will be maintained in many instances, however where practical new RTU's 24VDC power will replace it as the monitor power source.

In all cases of RTU with Backup Systems, the backup system will be first elements tested and otherwise go through start up. This is followed by the Monitor and Manual Control back to the HMI screen, with the final step being actual Automation startup. Typically, we can get to this point on most primary processes on the day that the cutover is made. We then spend the next few days cutting in secondary processes while finishing up the pre-commissioning and initial walk through. Final Commissioning and Training follow near the end of the project.

**Details of Requirements (WTP RTU)** - The Water Treatment Plant (WTP) RTU will be provided in a new stainless, free standing, NEMA 4X enclosure. The following describes operation:

- **Distribution Pressure Control (PID)** - When in Auto, the four HSPs will be called to maintain a fixed, operator defined, distribution pressure set point in a Lead / Lag 1 / Lag 2 / Standby fashion.
- **HSP PV Select** - A button will be provided to allow the operators to select the East or West Distribution pressure as the Distribution Pressure Controller process variable.
- **Lead HSP Call** - When distribution pressure has fallen below the distribution pressure set point in excess of 10 seconds the Lead HSP will be called to run. Once called, and no other HSPs have been called by the automatic process, the Lead HSP will be called to stop when the distribution pressure is greater than the distribution pressure set point and the HSP speed remains at the minimum speed set point in excess of 30 seconds.
- **Lag 1 & Lag 2 HSP Calls** - When the HSP speed command has approached the maximum speed set point in excess of 10 seconds, the next available device in the alternator will be called to run. When called, the additional HSP will accelerate at a controlled rate to allow the process to adjust to the additional flow. This process then repeats until all available devices are running.
- Pump capacity for a given demand is determined by the current HSP speed command and Lag devices are shed when demand can be satisfied with one less device. For example; if the Lead, Lag 1 & Lag 2 devices are running in auto and the speed command has been reduced to less than 80%



for 30 seconds, the Lag 2 devices will be called to stop.

- **EST Cycle Period (HSP LOCKOUT)** - To allow the EST to cycle its contents, a daily time of day start set point will be provided to initiate an EST cycle. Once a cycle has been initiated, the EST Cycle Distribution set point will be used in place of the normal Distribution set point. The reduced pressure setpoint will remain active until either the EST has descended below an operator defined level set point or the maximum cycle period has expired. At the conclusion of the cycle, the normal Distribution set point will be restored. The EST Cycle Period function will automatically disable in the event that the EST level RTU is offline.
- **HSP VFD Fan Calls** - When an HSP is called or run status detected, the corresponding VFD fan will be called to run. Once both the HSP call and run status have cleared the associated fan will remain running for an additional 60 seconds and then turn off. No manual controls will be provided for these devices.
- **Exterior Lighting Controller** - When available to the automatic process, the external lights will be called to run after the photocell signal has cleared for 5 minutes continuously. The external lights will remain on until the photocell has been excited for 5 minutes continuously.

**General System Operational Aspects** - Each of the devices controlled will have software device controllers. The software device controllers have operator defined Min, Max, and Manual Control set points as well as a Current status in addition to the device controller basic and operational criteria. The Min and Max set points define in percent the range the devices are permitted to operate during the automatic process. The Manual Control set point defines the device operation when called to operate in manual. The Manual Control set point is overridden when the device is made available to the automatic process.

When a device is called to operate by the automatic process the devices operation will be governed by a PID Controller. The PID Controller will maintain the process as defined using the operator defined Target set point and the process variable. As the process variable changes, the device will be adjusted to maintain process variable at the defined Target set point.

When the process variable transducer registers a reading to operate a device based on the defined Start operation set point, in excess of 30 seconds, the assigned device will be called to operate. The device will continue to operate until the defined Stop operation set point reading is obtained in excess of 30 seconds. When multiple devices are required to operate, each device will operate in a similar manner.

Device controllers with automatic algorithms will maintain the following basic and operational criteria. Each device will be monitored for Local/Remote (HOA in Auto equals "Remote") and Status if available. If a controlled device is not equipped with a HOA switch it will always be considered in Remote. If a controlled device is not equipped with a status it will always be considered as operating correctly. The controls for each device will include a Manual/Auto and a Stop/Start, Open/Close or other appropriate control. The digital input from the device's HOA determines its availability for control by the SCADA system, "Remote" being the permissive signal for SCADA control. A software Manual/Auto control dictates whether the device will be controlled manually or automatically via SCADA. The device is considered available to the automatic process when it is in "Remote" and "Auto" and the device has not failed. A device is considered "failed" when it has been called to operate by the automatic process and the device status inputs indication has not operated as expected in excess of 60 seconds. To clear a device, fail simply place the device back into "Manual" or "Local" until the fail has cleared.

Grouped device controllers with automatic algorithms will maintain the following additional criteria. When a device is available to the automatic process it will be assigned a lead, lag, lag2, etc., or standby position in the device alternator. Optionally device position in the alternator can be assigned manually. When a device is needed, and called to operate by the automatic process the alternator will call the device assigned to the first, or lead, position. Should an additional device be required to operate, the device alternator will call the device assigned to the next position according. After the first, or lead device, has been called to stop by the

automatic process the device alternator will index the devices assignments. Device alternation can also be triggered manually by activating the device Alt Index signal or disabled entirely by toggling the device Alt Enable/Disable" signal on the custom screen.

All set points residing in the PLC will have default factory set points when shipped. The set points can then be modified by an operator using a custom screen as needed. The new set points will be retained in the PLC in the event of a power cycle.

**Graphical Display (WTP RTU)** - Custom graphical displays of telemetry/project data can take many forms. The graphical displays provided for with this WTP RTU are P&ID type in nature. The screen/displays will show the basics of the process flow and instrumentation placement in this flow. They will also provide for control of the devices using a standardized set of control objects used by DFS. The control operators have color coded meaning and are used consistently across all DFS customer platforms.

**Additional Details** - This budgetary proposal is based on a previous proposal provided by a third party. The information therein regarding IO schedules, equipment and locations have been represented as the current SCADA system expectations. A final survey will be required to finalize the quote.

The connectivity between the WTP & WWTP RTUs, control panels, and SCADA server will utilize the existing fiber networks. This will require coordination with the City of Holly Hill's IT department to bridge the current administrative, WTP, and WWTP networks. In addition, provisions will need to be made by the IT department to make the City Domain available for the aforementioned devices. No network equipment external to the DFS control panels are being provided for in this budgetary quote.

**THE WTP RTU INCLUDES THE FOLLOWING:**

- RTU Panel
  - (1) Enclosure SS, 60" x 36" x 12"
  - (3) Modular Backplane (MBP001)
  - (1) Fiber Interface Module/radio (FIM-10/100)
  - (1) Power Supply Module (PSM003)
  - (1) Programmable Logic Controller (PLC800)
  - (1) PLC By-Pass Card (PBC001)
  - (6) Digital Control Module (DCM003)
  - (4) Analog Monitor Module (AMM002)
  - (2) Analog Control Module (ACM002)
  - (3) 7.0 Ah Battery w/shelf
  - (26) 120V DPDT Octal Relay w/Base
  - (1) Meanwell 24VDC Power Supply
  - (1) Edco PHC-036 Surge Protector w/Base
  - (12) Edco PC642C-036 Surge Protector w/Base
  - (1) RTU Surge Protection (TFS, SPS, & Polyphaser)
  - (4) API Loop Isolator w/base

- Hardwired I/O List

DIGITAL INPUT (DI)	DIGITAL OUTPUT (DO)	ANALOG INPUT (AI)	ANALOG OUTPUT (AO)
HSP 1 STATUS	HSP 1 S/S	HSP 1 SPD FB	HSP 1 SPD CMD
HSP 2 STATUS	HSP 2 S/S	HSP 2 SPD FB	HSP 2 SPD CMD
HSP 3 STATUS	HSP 3 S/S	HSP 3 SPD FB	HSP 3 SPD CMD
HSP 4 STATUS	HSP 4 S/S	HSP 4 SPD FB	HSP 4 SPD CMD
TRANSFER PUMP 1 STATUS	TRANSFER PUMP 1 S/S	CLEARWELL LEVEL	(4) WIRED SPARE
TRANSFER PUMP 2 STATUS	TRANSFER PUMP 2 S/S	GROUND STORAGE	
AIR COMPRESSOR 1 STATUS	TRANSFER PUMP-INTERLOCK INHIBIT	RESERVOIR LEVEL	
		WASHWATER BASIN LEVEL	

<p>AIR COMPRESSOR 2 STATUS SOFTENING BASIN 1 TURBINE DRIVE STATUS SOFTENING BASIN 2 TURBINE DRIVE STATUS SOFTENING BASIN 1 FLUSHING CYCLE SOFTENING BASIN 2 FLUSHING CYCLE SOFTENING BASIN 1 SCRAPER OL SOFTENING BASIN 2 SCRAPER OL BACK WASH PUMP STATUS POLYMER FEEDER RAIL WATER PLANT CL2 LOW FLOW FLOURIDE SUPPLY LOW LINE SUPERNATANT WET WELL LEVEL HIGH LINE SUPERNATANT WET WELL LEVEL LOW WASH WATER SUPERNATANT 1 STATUS WASH WATER SUPERNATANT 2 STATUS WASH WATER SLUDGE PUMP 1 STATUS WASH WATER SLUDGE PUMP 2 STATUS LIME SLUDGE FEED PUMP 1 STATUS LIME SLUDGE FEED PUMP 2 STATUS LIME SUPERNATANT PUMP 1 STATUS LIME SUPERNATANT PUMP 2 STATUS LIME THICKENER ARMLIFT UP LIME THICKENER ARMLIFT DOWN LIME THICKENER DRIVE STATUS WELL 6 STATUS EXTERIOR LIGHTING PHOTOCELL WATER PLANT POWER FAIL 24VDC SUPPLY FAILURE (11) WIRED SPARE</p>	<p>SOFTENING BASIN 1 SLUDGE BLOWDOWN S/S SOFTENING BASIN 2 SLUDGE BLOWDOWN S/S SOFTENING BASIN 1 SCRAPER DRIVE STATUS SOFTENING BASIN 2 SCRAPER DRIVE STATUS WASH WATER SUPERNATANT 1 S/S WASH WATER SUPERNATANT 2 S/S WASH WATER SLUDGE 1 S/S WASH WATER SLUDGE 2 S/S WASH WATER SLUDGE SOLENOID C/O WELL 6 S/S FLUORIDE FEEDER 1 S/S GROUND STORAGE LOW LEVEL INHIBIT EXTERIOR LIGHTS (6) WIRED SPARE</p>	<p>RAW WATER FLOW FINISHED WATER FLOW WEST PRESSURE EAST PRESSURE WTP pH (4) WIRED SPARE</p>	
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- Onsite Services (WTP RTU)

This site includes up to the following trips and onsite services:

- Delivery & Install (1 trip, up to 4 hours on-site)
- Wire ID & Labelling (1 trip, up to 24 hours on-site)
- Wire Term & Startup (1 trip, up to 16 hours on-site)
- PLC Commissioning (1 trip, up to 8 hours on-site)
- Punchlist Resolution (1 trip, up to 8 hours on-site)

**6. (1) ELEVATED STORAGE TANK RTU**

The proposed Elevated Storage Tank (EST) RTU is the Model RTU202 from our 200 Series RTU family. The RTU202 base chassis is a passive modular backplane (MBP) with two (2) slots for the plug-in I/O modules. The EST RTU will be housed in a NEMA 4X Non-Metallic enclosure and mounted on a new tower. This capability provided with the EST RTU is monitor-only per the I/O list below. This RTU does not provide any type of automation or control.

THE EST RTU SHALL INCLUDE:

- (1) NEMA 4X Fiberglass Enclosure (14"W x 16"H x 8"D)
- (1) RTU202 Modular Backplane
- (1) Telemetry Interface Module/radio
- (1) Analog Monitor Module (AMM002)
- (1) Power Supply Module
- (1) Spare Module Position
- (1) RTU Surge Protection Kit
- (1) Edco Analog Surge Protector
- (1) Polyphaser Coaxial Surge Protector
- (1) 2.6 Ah Backup Battery
- (1) Rohn Tower Assembly (21')
- (1) Antenna w/Coaxial Cable
- (1) FCC Licensing Services
- (1) Onsite Installation & Misc. Material

EST RTU HARDWIRED I/O LIST:

DIGITAL INPUT (DI)	DIGITAL OUTPUT (DO)	ANALOG INPUT (AI)	ANALOG OUTPUT (AO)
(4) SPARE, NOT WIRED	(0) NONE	(1) TANK LEVEL (3) SPARE, NOT WIRED	(0) NONE

**7. (7) WELL RTU**

The proposed Well RTU is the Model RTU204 from our 200 Series RTU family. The RTU204 base chassis is a passive modular backplane (MBP) with two (4) slots for the plug-in I/O modules. The well RTU will be housed in a NEMA 4X 316 SS enclosure or mounted in existing enclosure (this approach will be determined during a pre-installation site survey). This capability provided with the Well RTU is monitoring and remote-manual-control only per the I/O list below. This RTU does not provide any type of automation or process control.

THE WELL RTU SHALL INCLUDE:

- (1) NEMA 4X 316 SS Enclosure (23"W x 16"H x 8"D) - *or mounted in existing enclosure*
- (1) RTU204 Modular Backplane
- (1) Telemetry Interface Module/radio
- (1) PLC Bypass Card (permits future automation)
- (1) Digital Control/Monitor Module (DCM003-2)

- (1) Analog Monitor Module (AMM002)
- (1) Power Supply Module
- (1) Spare Module Position
- (1) 120V Relay w/Base (for DO)
- (1) RTU Surge Protection Kit
- (2) Edco Analog Surge Protector
- (1) Polyphaser Coaxial Surge Protector
- (1) 7.0 Ah Backup Battery
- (1) Rohn Tower Assembly (35')
- (1) Antenna w/Coaxial Cable
- (1) FCC Licensing Services
- (1) Onsite Installation & Misc. Material

**WELL RTU HARDWIRED I/O LIST:**

DIGITAL INPUT (DI)	DIGITAL OUTPUT (DO)	ANALOG INPUT (AI)	ANALOG OUTPUT (AO)
PUMP ON/OFF STATUS HATCH ENTRY SUMP HIGH LEVEL COMMERCIAL POWER ATS SWICH POSITION* GEN ON/OFF STATUS* GEN FAILURE* (2) SPARE, WIRED (3) SPARE, NOT WIRED <i>*IF EQUIPPED OR WILL BE A WIRED SPARE</i>	PUMP START COMMAND (3) SPARE, NOT WIRED	FLOW METER WELL LEVEL (2) SPARE, NOT WIRED	(0) NONE

**8. (4) MONITOR-ONLY WELL RTU – WELL SITES: 11, 12A, 12B, 12C**

The proposed Well RTU is the Model RTU202 from our 200 Series RTU family. The RTU202 base chassis is a passive modular backplane (MBP) with two (2) slots for the plug-in I/O modules. The well RTU for these sites will be housed in a new NEMA 4X fiberglass enclosure. This capability provided with the Well RTU is monitoring only per the I/O list below. This RTU does not provide any type of remote-manual-control, automation or process control.

**THE WELL RTU SHALL INCLUDE:**

- (1) NEMA 4X Fiberglass Enclosure (14"W x 16"H x 8"D)
- (1) RTU202 Modular Backplane
- (1) Telemetry Interface Module/radio
- (1) Digital Control/Monitor Module (DCM003-2)
- (1) Analog Monitor Module (AMM002)
- (1) Power Supply Module
- (1) RTU Surge Protection Kit
- (1) Edco Analog Surge Protector
- (1) Polyphaser Coaxial Surge Protector
- (1) 2.6 Ah Backup Battery
- (1) Rohn Tower Assembly (21')
- (1) Antenna w/Coaxial Cable
- (1) FCC Licensing Services
- (1) Onsite Installation & Misc. Material

**WELL RTU HARDWIRED I/O LIST:**

DIGITAL INPUT (DI)	DIGITAL OUTPUT (DO)	ANALOG INPUT (AI)	ANALOG OUTPUT (AO)
PUMP 1 ON/OFF STATUS COMMERCIAL POWER (2) SPARE, WIRED (4) SPARE, NOT WIRED	(0) NONE	FLOW METER (3) SPARE, NOT WIRED	(0) NONE

## 9. RECOMMENDED SPARE PARTS

Includes:

- (1) Telemetry Interface Module/radio (for CTU)
- (1) Telemetry Interface Module/radio (for RTU)
- (1) Power Supply Module
- (1) Digital Control/Monitor Module (DCM003-2)
- (1) Analog Monitor Module (AMM002)
- (1) Analog Control Module (ACM002)
- (1) Spare Module Protective Case (SMC009, for spare plug-in modules)

## HARDWIRED I/O REQUIREMENTS

- a) Mixing of multiple sources of power will not be permitted.
- b) All digital outputs from DFS RTU will be dry contacts and provide for 120VAC at 10amp capacity.
- c) All analog inputs signals will be 4-20mA, or 0-5VDC, and use Shielded Cable.
- d) 4-20 mA signals at minimum to provide 500-ohm impedance drive.
- e) All pulse input to be dry contact, and mechanically operated.
- f) The field terminal blocks in the DFS RTU provide for stranded wire with a maximum size of 12AWG.

## WORK TO BE PERFORMED BY DFS:

DFS will install the Central Site and RTU equipment. The central site antenna will be side-mounted on the existing tower. The Well RTU enclosures will be mounted on a new tower, existing panel rack, or building wall as applicable. The use of a new tower, or modification of existing panel support rack for Well RTU mounting and antenna-mast, will be at DFS' discretion and as coordinated with UTILITY. At each of the (7) Well sites 13, 14, 15, 16, 17, 18, 19 above, the use of a new enclosure or existing enclosure will be determined during a pre-installation site survey. At each of the (4) Well sites 11, 12A, 12B, 12C above, a new enclosure will be provided and mounted on the supplied tower. Existing conduits will be utilized to the extent possible. Any new conduit provided by DFS will be PVC rigid and/or flexible. Trenching under or cutting/patching of sidewalks, parking lots, streets, etc. is not provided by this scope and will be the responsibility of others. DFS will develop all RTU configurations w/HMI screens at the central site and provide operator training.

## WORK TO BE PERFORMED BY CITY / CITY IT / OTHERS:

1. The CITY will be required to provide one (1) telephone line (standard dial-up) for the HSS that is dedicated for the system's 911 Alarm Dial-out Notification (a modem). Alternatively, a Verizon T2000 phone line to cell link adapter can be purchased and utilized for an additional cost and cellular data plan.
2. The CITY will be required to provide an additional telephone line (standard dial-up) connection, or preferably a secure VPN network connection that permits DFS to access the HSS remotely for the system maintenance/warranty support, updates and software upgrades.
3. Fiber network administration allowing DFS equipment to communicate across Holly Hill's domain.
4. Workstation computers are provided. Most existing modern workstation computer(s) can also be setup by the CITY to access the SCADA system (HSS) via local network connection or remotely via VPN secured

connection. All network connections to the SCADA System shall be the responsibility of the CITY.

5. If use of the included HT4 Mobile is desired, the CITY must supply a secure VPN router access to the Internet. The smartphone(s) and cell service are also the responsibility of the CITY.
6. Contact DFS Service for specific VPN details and open port requirements for items above. This information is not published for security purposes.
7. Ensure 120 VAC power is near the location of the DFS equipment at each site for connection to power.
8. All required instrumentation devices either exist, or shall be provided and installed by CITY/others. These devices must be installed prior to the DFS installation services.
9. Some sites may require tree-trimming to avoid adverse effects to the antenna RF signal. Any required tree-trimming is responsibility of the CITY.
10. All required underground locate information must be provided before DFS installation services can be scheduled. DFS will provide an underground locate information form. The CITY will be the underground locate Point of Contact. The CITY must provide a contact name and phone number for use by locate services should they need to gain access to a secured area or are unable to find the site based on locate info provided by CITY.
11. Any required permitting and associated fees.
12. Make sites available when work is scheduled, and have personnel available to operate system as needed when DFS work is scheduled.

**LEAD TIME:**

Submittal: 60 days, after acceptance of order and any required documentation.

Equipment: 150 days, after receipt of approved submittal.

**QUOTATION NOTES:**

1. Only those items and services specifically listed above are included in this quotation.
2. This quote includes (3) copies of the Submittal, and (3) copies of the O&M Manual for the PLC-Based RTUs that incorporate process automation. Additional copies are available at \$35.00 each.
3. DFS employees will not enter "Confined Spaces" and/or "Permit-Required Confined Spaces" as defined by OSHA. Any such requirement will be performed by others.
4. All electrical equipment to be accessed by DFS employees must be temporarily removed from service during the performance of our scope of work.
5. This quotation does not include any required permitting, sealed drawings, or associated fees.



**DFS PROPOSAL 191118-01-DW  
"PHASE 3"  
CITY OF HOLLY HILL - RFP 20 PW-01  
WATER AND WASTEWATER REPLACEMENT AND UPGRADES  
NOVEMBER 18, 2019**

Phase 3 includes all of the items listed in the bid form as Pay Items 25 through 29. Per the City's answer to Addendum #1, Question #1, this bid response provides pricing for three approaches: Purchase; Rental; and Lease-Purchase. All Phase 1 fees and prices are offered in the attached Appendix A Rental, Appendix B Purchase, Appendix C Lease-Purchase.

**PHASE 3 PROJECT OVERVIEW**

This phase includes all of the items listed in the bid form as Pay Items 25 through 29, to include (28) Lift Station (fixed speed pumps) RTUs, (2) Lift Station (VFD pumps) and Spare Parts as detailed below.

**SEQUENCE OF INSTALLATION**

- Submittal/Mobilization
- Construction and testing of the RTUs at our facility.
- Physical installations onsite, Field Integration, Wiring and Startup.
- Close out and Final Documentation delivery.

**BILL OF MATERIAL & SERVICES:**

This quotation offers the following items:

**1. (28) STANDARD FIXED-SPEED-PUMP LIFT STATION RTU**

Lift Stations: LS #2, LS #3, LS #4, LS #5, LS #6, LS #8, LS #9, LS #10, LS #10A, LS #11, LS #11A, LS #12, LS #13, LS #14, LS #15, LS #16, LS #17, LS #17A, LS #17B, LS #18, LS #18A, LS #19, LS #20, LS #21, LS #22, LS #24, LS #25, LS #28.

The proposed Lift Station RTU (LS RTU) for above-sites incorporates a microprocessor-based multi-pump controller with integrated digital radio (TAC Pack TCU). This version of the TAC Pack TCU is designed to operate up to three "fixed-speed" pumps (no VFDs). Its integrated digital radio allows it to function as an RTU. This product is designed for "stand-alone" control and does not require SCADA for proper local-operation. The TAC Pack TCU will be housed in a NEMA 4X Non-Metallic enclosure and mounted on a new tower, existing panel rack, or building wall as applicable. The use of a new tower, or modification of existing panel support rack for RTU mounting and antenna-mast, will be at DFS' discretion and as coordinated with UTILITY.

Please note that DFS will integrate the TAC Pack TCU to assume complete control of the lift station pumping operation. DFS will disconnect the existing pump controller, control hardware (relay logic,



alternator, Phase Monitor, etc.) as required at each site during integration. The existing floats and/or transducer will be utilized.

EACH LS RTU SHALL INCLUDE:

- (1) Enclosure Assembly (NEMA 4X Non-Metallic, 18"W x 20"H x 9"D)
- (1) TAC Pack TCU (TCU001 w/Radio)
- (1) TCU Install Kit w/Terminal Hardware
- (1) 3-Phase Surge Protector
- (1) TCU Surge Protection Kit
- (1) 2.6 Ah Backup Battery
- (1) Rohn Tower Assembly or Modification of Panel Support Rack  
(DFS will utilize the existing poles at both LS #10A & LS#13)
- (1) Antenna w/Coaxial Cable
- (1) FCC Licensing Services
- (1) Onsite Installation & Misc. Material

I/O Points INCLUDED as standard with each LS RTU for sites listed above:

The following I/O points are provided standard with this product. On/Off, or Fault condition is indicated locally at the unit, and remotely at any SCADA HMI Workstation. Any monitoring point has the capability of being configured as an alarm in the SCADA software. Any unused points listed, i.e., there is no 3rd pump, is capable of being used to monitor/control other discrete devices.

TCU Monitor Points (DI & Logic)

- 1) Pump 1 Status\*
- 2) Pump 1 Start Fault
- 3) Pump 1 Stop Fault
- 4) Pump 2 Status\*
- 5) Pump 2 Start Fault
- 6) Pump 2 Stop Fault
- 7) Pump 3 Status\*
- 8) Pump 3 Start Fault
- 9) Pump 3 Stop Fault
- 10) Pump 1 HOA in HAND
- 11) Pump 1 HOA in AUTO
- 12) Pump 1 HOA in OFF
- 13) Pump 2 HOA in HAND
- 14) Pump 2 HOA in AUTO
- 15) Pump 2 HOA in OFF
- 16) Pump 3 HOA in HAND
- 17) Pump 3 HOA in AUTO
- 18) Pump 3 HOA in OFF
- 19) Low Well Level Float\*
- 20) Off Well Level Float\*
- 21) Lead Well Level Float (spare DI if no floats)\*
- 22) Lag Well Level Float (spare DI if no floats)\*
- 23) Lag2 Well Level Float (spare DI if no floats)\*
- 24) High Well Level Float\*
- 25) Float Sequence Fault (n/a if no floats)
- 26) Auxiliary Discrete Input\*
- 27) Phase Voltage Fault
- 28) Phase Sequence Fault
- 29) Phase AB Voltage\*
- 30) Phase AC Voltage\*

TCU Monitor Points (AI & Logic)

- 1) Well Level Transducer (4-20 mA)\*
- 2) Well Level Transducer Input Fault
- 3) Auxiliary Analog Input (4-20 mA)\*
- 4) Auxiliary Analog Input Fault

TCU Control Points (DO & Logic)

- 1) Pump 1 Control\*
- 2) Pump 1 Disable
- 3) Pump 2 Control\*
- 4) Pump 2 Disable
- 5) Pump 3 Control\*
- 6) Pump 3 Disable
- 7) Total Station Disable
- 8) Alarm Horn Control\*
- 9) Alarm Horn Disable
- 10) Alarm Light Control\*
- 11) Alarm Light Disable
- 12) Auxiliary Output\*
- 13) Auxiliary Output Override
- 14) Auxiliary Output Disable

*\*Represents physical wire connection, all other points are logic*

- 31) RTU Memory Fault
- 32) AC Power Fault\*
- 33) DC Bias Voltage Fault
- 34) Alarm Silence Button\*
- 35) Alarm Horn Status
- 36) Alarm Light Status

## 2. (2) DUPLEX VFD-PUMPS LIFT STATION RTU

Lift Stations: LS #1, LS #7

The proposed Lift Station RTU (VFD LS RTU) for above-sites incorporates a microprocessor-based multi-pump controller with integrated digital radio (VFD-TCU) and an I/O expansion device (RIO-032). This version of the VFD-TCU is designed to operate up to three "VFD" pumps. Its integrated digital radio allows it to function as an RTU. This product is designed for "stand-alone" control and does not require SCADA for proper local-operation. The VFD-TCU will be housed in a NEMA 4X 304SS enclosure and mounted on a new tower.

Please note that DFS will integrate the VFD-TCU to assume complete control of the lift station pumping operation as described below. DFS will disconnect the existing control system, control hardware (PLC, relay logic, alternator, Phase Monitor, etc.) as required at each site during integration. A transducer is required for operation, and the existing transducer will be utilized. The existing floats will be utilized for backup control purposes.

The pumps can be manually controlled locally at VFD-TCU in both automatic and manual operations by using the Hand-Off-Auto selector switches on the TCU, or remotely if the local H-O-A selector on the TCU is in Auto via the Hyper SCADA Server/HMI. Using the "Automatic" scenario, both VFD pumps are controlled to manage the process. The standard TCU program Ver. 2.0 was customized to operationally control VFDs and the VFD-TCU program still has many similar functions to the standard TCU operation. For the purpose of this control process, the ability to operate regular Float mode and ability to configure Modbus via the TCU LCD screen has been removed from the functionality. To use additional Modbus points beyond the default configuration (1.00001-8, 1.10001-8, 1.30001-4 and 1.40001-4) must be configured via WinRTU or the PLC/TCU editor.

### General Operation Principles

When placed in the "Hand" position, the pumps are started and the speed manually controlled using the buttons on the key pad of the TCU.

In the "Auto" control mode, the pumps are controlled by the automatic algorithm. The "Lead" VFD pump operates first, followed by the Lag and Lag 2 pumps. Pump staging is controlled by one of two methods and pump speed is control by one of two methods, all depending on the configuration of the TCU. Details of these operations are described later in this narrative. When in Auto the pump may also be manually overridden to start, or be disabled via the telemetry system. When a pump is manually overridden to start the pump's speed command will be set to the predetermined speed as set in the TCU. Any pump operating, including any pump operating under the automatic algorithm will also be brought to this speed. The details of the VFD-TCU's operation are outlined below.

### Process Controller

The VFD TCU is capable of two basic modes of process control, Fixed Set Point and Variable Level Control.

#### Fixed Set Point Controller

The aim of the Fixed Set Point Controller is to match the Process control Variable (PV) to the Process Set Point (Process Setpt). In a lift station application, it would maintain a fixed level in the Wet Well, in doing so it will basically match the effluent flow to the lift stations influent flow. In this case the

controller would operate from the wet well transducer that controls the pumps staging (PV from Analog 1 input (C1), VFD PV Xducer 1 in the Menu).

The Fixed Set Point Controller can also operate using the AUX (C2) analog input as the PV (configured by the VFD PV setting in the TCU's VFD menu). An example of this usage would be providing control of a constant Flow requirement (PV coming in from a flow meter on Analog 2 (C2), VFD PV AUX) that would match the effluent flow rate of the pumps to the Process Setpt, keep in mind pump staging would still come from the XDUCER 1 (C1). A summary for this scenario would be, the pumps would be turned on and off by the wet well level (Xducer 1 (C1)), and once running would maintain a specific flow rate set point using a PV from (AUX (C2)).

To achieve either of the above applications the VFD-TCU will vary the pump speed between the MIN and MAX SPD set points to maintain the PV as defined by the operator adjustable Process Setpt point using a PID algorithm. The PID algorithm may be tuned by adjusting the P, I, and D set points.

#### **Variable Level Controller**

Variable Level Control allows the well level to travel up and down between the LEAD OFF and LAG ON or LAG2 ON setting, the pump speed control is Proportional to the level. Only Analog 1 input (Xducer 1 (C1)) can be used in this controller and PROC SETPT sets the Min Speed for the VFD; LAG ON sets the MAX VFD speed with 1 VFD running and LAG2 ON when more than 1 VFD is running.

The permits a very unique method of operation for wet well control. As the level of the wet well reaches the LEAD ON set point, the first pump will start. The speed the VFD starts at, will be determined by the Level of the PROC SETPT and the LAG ON set point. The closer the LEAD ON set point is to the LAG ON set point the VFD start speed will be closer to MAX speed and likewise, if set closer to the PROC SETPT the slower the start will be.

With this control arrangement the system can use more area of the wet well to modulate the VFD speeds and thereby dampening system surges. During periods of low flow cycling cannot be prevented, only minimized. This process was implemented to make an area of the wet well below min speed that could be used as a buffer to prevent pump cycling when moving into periods of low and very low flows.

#### **VFD Speed Control**

When in automatic the VFD speed control output will be limited by the operator defined MIN and MAX SPD set points. The MIN and MAX SPD set points are applicable during both automatic and manual operation. While operating under the automation programming all pumps will operate at the same speed once ramping is complete, with two exceptions: If any pump is placed into Hand locally at the TCU or if Pump 3 Lag is Enabled. If any pump is placed into HAND at the TCU all pump will operate at the OvrD Sped Set speed, and if PMP 3 LAG is Enabled Pump 3 will operate at the OVRD SPED SET speed.

Ramp Speed defines the acceleration of a pump when a VFD is initially called to run. It will gradually increase speed from 0% to the desired control output in increments defined by the RAMP SPD set point until the pump's speed equals the process control output speed. Once the VFD ramp speed has met the control output the ramp speed function is disabled. Ramp speed is applicable during automatic operation and when placing a pump in HAND.

#### **Pump Staging Controller**

The VFD-TCU is capable of two modes of pump staging controls, Level (XDUCER 1 (C1)) and Speed.

##### **Level**

When LEVEL mode is selected the pumps will be staged on and off using their LEAD, LAG and LAG2 ON and OFF set points that correspond to XDUCER 1 (C1).

##### **Speed**

When SPEED mode is selected the VFD-TCU will stage pumps on using their LEAD, LAG and LAG2 ON Level set points using XDUCER 1 (C1). Staging off the pumps will use a Speed set point (Spd Setpt in the TCU's VFD menu options) in conjunction with the ON set points and the Min Run Timer value. Operation will be in the following manner.

The basic staging off operation will begin when the speed command to the pumps is at or below the Spd Setpt. However, two additional criteria must also be met; first the PV from XDUCER 1 (C1) must not be at a level that the LEAD, LAG or LAG2 ON set point would be active for the pump being staged off, and the Timer to stage off must have timed out. The Min Run Timer value is used in the staging timer during the stop process when this method is used. The Min Run Timer value is configurable in the TCU's menu.

### **Additional Alternation Modifiers**

The standard alternation scheme may be modified in with VFD-TCU additional options.

#### **LAG 2 Pump Standby**

The LAG2 STDBY option, when enabled, the Lag 2 position pump will be handled as a stand by pump and will only be called in the event the Lead or Lag pumps fault. It is not recommended and this option should not be used with regular TCU Alternation modifiers.

#### **Pump 3 LAG only**

The PMP 3 LAG option, when enabled, Pump 3 will always be called to run in the Lag position, and the speed of the Pump 3 will be fixed at the OvrD Spd Set. This option cannot be used with regular TCU Alternation modifiers.

*The LAG2 STDBY option and PMP3 LAG options may be used together.*

#### **Alternation by Time**

Alternation is typically triggered when the Lead pump is called to Run. The VFD-TCU is also capable of triggering the alternation using an HOUR ALT set point. When used pump alternation will occur on the hour that is programmed into the set point and Lead Pump run trigger is disabled. When the set point is set to 24 the HOUR ALT function is disabled.

#### **Fixed Pump Rotation**

When fixed Pump order is desired set the ALTERNATE option to "None", and ensure the VFD-TCU alternation modifiers are disabled, and select the lead pump using the LEAD option (1, 2, or 3).

During this mode the pump assigned to the lead position will always be called to run as Lead. Lag and Lag2 will follow in order. For example, with the LEAD option set to 2; Lead will call Pump 2, Lag will call Pump 3, and Lag2 will call Pump 1.

### **Manual VFD Control**

When a pump is placed into the HAND position or Overridden in Auto via telemetry, the pump will be called to run at a fixed speed determined by the operator defined OVRD SPD SET set point. Once called to run the pump speed may be adjusted up by using the 1 key (+1%) and 2 key (+5%) and down using the 7 key (-1%) and 8 key (-5%). Any change made to the manual pump speed will be stored in the OVRD SPD SET set point.

### **Float Backup Mode**

The float backup mode in the VFD-TCU operates differently from the regular TCU depending on the configurations. If the High Float is ENABLED it will call all pumps when actuated and the speed Command to all pumps will be set at the OvrD Spd Set. If the Low Float is DISABLED the VFD-TCU will run the pumps until the High Float is no longer actuated and the Minimum Run Timer has expired, this operation is similar to a standard TCU operation. If the Low Float is ENABLED the TCU will maintain pumping operation until the Low Float is tripped, and the Minimum Run Timer has expired.

## VFD TCU Set points

All set points residing in the TCU will have default factory set points when shipped. New set points values can be entered locally at the TCU via the LCD screen, or remotely from the Central telemetry via the PLC/TCU editor, default or custom screens if configured. The new values will be retained in the TCU in the event of a power cycle.

### EACH VFD LS RTU SHALL INCLUDE:

- (1) Hoffman Enclosure, NEMA 4X 304SS, 48" x 36" x 10" (powder-coated white)
- (1) VFD-TCU w/Radio
- (1) RIO-032 I/O Expansion Device
- (1) TCU Install Kit w/Terminal Hardware
- (1) 3-Phase Surge Protector
- (1) TCU Surge Protection Kit
- (2) 7.0 Ah Backup Battery w/Shelf
- (3) 120V TPDT Octal Relay w/Base
- (2) 12V DPDT Octal Relay w/Base
- (5) Edco DRS036 Din Rail Surge Protector
- (4) API Loop Isolator w/base
- (1) RS-485 Converter
- (1) Rohn Tower Assembly (21')
- (1) Antenna w/Coaxial Cable
- (1) FCC Licensing Services
- (1) Onsite Installation & Misc. Material

### I/O Points INCLUDED as standard with each VFD LS RTU for sites listed above:

The following I/O points are provided standard with this product. On/Off, or Fault condition is indicated locally at the unit, and remotely at any SCADA HMI Workstation. Any monitoring point has the capability of being configured as an alarm in the SCADA software. Any unused points listed, i.e., there is no 3rd pump, is capable of being used to monitor/control other discrete devices.

#### TCU Monitor Points (DI & Logic)

- 1) Pump 1 Status\*
- 2) Pump 1 Start Fault
- 3) Pump 1 Stop Fault
- 4) Pump 2 Status\*
- 5) Pump 2 Start Fault
- 6) Pump 2 Stop Fault
- 7) Pump 3 Status\* (if triplex)
- 8) Pump 3 Start Fault (if triplex)
- 9) Pump 3 Stop Fault (if triplex)
- 10) Pump 1 HOA in HAND
- 11) Pump 1 HOA in AUTO
- 12) Pump 1 HOA in OFF
- 13) Pump 2 HOA in HAND
- 14) Pump 2 HOA in AUTO
- 15) Pump 2 HOA in OFF
- 16) Pump 3 HOA in HAND (if triplex)
- 17) Pump 3 HOA in AUTO (if triplex)
- 18) Pump 3 HOA in OFF (if triplex)
- 19) Low Well Level Float\*
- 20) High Well Level Float\*
- 21) Auxiliary Discrete Input\*

#### TCU Control Points (DO & Logic)

- 1) Pump 1 Control\*
- 2) Pump 1 Disable
- 3) Pump 2 Control\*
- 4) Pump 2 Disable
- 5) Pump 3 Control\* (if triplex)
- 6) Pump 3 Disable (if triplex)
- 7) Total Station Disable
- 8) Alarm Horn Control\*
- 9) Alarm Horn Disable
- 10) Alarm Light Control\*
- 11) Alarm Light Disable
- 12) Auxiliary Output\*
- 13) Auxiliary Output Override
- 14) Auxiliary Output Disable

#### TCU Monitor Points (AI & Logic)

- 5) Well Level Transducer (4-20 mA)\*
- 6) Well Level Transducer Input Fault
- 7) Auxiliary Analog Input (4-20 mA)\*
- 8) Auxiliary Analog Input Fault

- 22) Phase Voltage Fault
- 23) Phase Sequence Fault
- 24) Phase AB Voltage\*
- 25) Phase AC Voltage\*
- 26) RTU Memory Fault
- 27) AC Power Fault\*
- 28) DC Bias Voltage Fault
- 29) Alarm Silence Button\*
- 30) Alarm Horn Status
- 31) Alarm Light Status

#### RIO Monitor Points (AI)

- 1) Pump 1 Speed Feedback (4-20 mA)\*
- 2) Pump 2 Speed Feedback (4-20 mA)\*

#### RIO Control Points (AO)

- 1) Pump 1 Speed Control (4-20 mA)\*
- 2) Pump 2 Speed Control (4-20 mA)\*

*\*Represents physical wire connection, all other points are logic*

### **3. RECOMMENDED SPARE PARTS**

Includes:

- (2) TAC Pack TCU (for standard lift stations)
- (1) VFD-TCU w/Radio (for VFD lift stations)
- (1) RIO-032 I/O Expansion Device
- (1) TCU Protective Case (TPC003, for 3 TCU products)

#### **HARDWIRED I/O REQUIREMENTS**

- a) Mixing of multiple sources of power will not be permitted.
- b) All digital outputs from DFS RTU will be dry contacts and provide for 120VAC at 10amp capacity.
- c) All analog inputs signals will be 4-20mA, or 0-5VDC, and use Shielded Cable.
- d) 4-20 mA signals at minimum to provide 500-ohm impedance drive.
- e) All pulse input to be dry contact, and mechanically operated.
- f) The field terminal blocks in the DFS RTU provide for stranded wire with a maximum size of 12AWG.

#### **WORK TO BE PERFORMED BY DFS:**

DFS will install the RTU equipment. The LS RTU enclosures will be mounted on a new tower, existing panel rack, or building wall as applicable. The use of a new tower, or modification of existing panel support rack for LS RTU mounting and antenna-mast, will be at DFS' discretion and as coordinated with UTILITY. Existing conduits will be utilized to the extent possible. Any new conduit provided by DFS will be PVC rigid and/or flexible. Trenching under or cutting/patching of sidewalks, parking lots, streets, etc. is not provided by this scope and will be the responsibility of others. DFS will develop all RTU configurations w/HMI screens at the central site. DFS will also provide one day of onsite operator training related to the LS RTU at no additional charge.

#### **WORK TO BE PERFORMED BY CITY / OTHERS:**

- 1. Ensure 120 VAC power is near the location of the DFS equipment at each site for connection to power.
- 2. All required instrumentation devices either exist, or shall be provided and installed by CITY/others. These devices must be installed prior to the DFS installation services.
- 3. Some sites may require tree-trimming to avoid adverse effects to the antenna RF signal. Any required tree-trimming is responsibility of the CITY.
- 4. All required underground locate information must be provided before DFS installation services can be scheduled. DFS will provide an underground locate information form. The CITY will be the underground locate Point of Contact. The CITY must provide a contact name and phone number for use by locate services should they need to gain access to a secured area or are unable to find the site based on locate

info provided by CITY.

5. Any required permitting and associated fees.
6. Make sites available when work is scheduled, and have personnel available to operate system as needed when DFS work is scheduled.

**LEAD TIME:**

Submittal: 45 days, after acceptance of order and any required documentation.

Equipment: 120 days, after receipt of approved submittal.

**QUOTATION NOTES:**

1. Only those items and services specifically listed above are included in this quotation.
2. This quote includes (3) copies of the Submittal, and (3) copies of the O&M Manual for each RTU type. Additional copies are available at \$35.00 each.
3. DFS employees will not enter "Confined Spaces" and/or "Permit-Required Confined Spaces" as defined by OSHA. Any such requirement will be performed by others.
4. All electrical equipment to be accessed by DFS employees must be temporarily removed from service during the performance of our scope of work.
5. This quotation does not include any required permitting, sealed drawings, or associated fees.

**Request for Proposal**

**NUMBER**

**RFP 20-PW-01**



**WATER, AND WASTEWATER SCADA  
REPLACEMENT AND UPGRADES  
CITY OF HOLLY HILL, FLORIDA**

**Stella Gurnee, Finance Director**



## LEGAL NOTICE

Notice is hereby given that the City of Holly Hill is accepting Sealed Proposals for Water, and Wastewater SCADA Replacement And Upgrades. The project generally consists of a rental for SCADA Services that include the furnishing, onsite installation, commissioning and maintenance of a complete and operational Supervisory Control and Data Acquisition (SCADA) system for the City of Holly Hill's use that will provide a means of monitoring and/or controlling up to (11) Wells, (1) Elevated Storage Tank, (30) Lift Stations, (1) WTP and (1) WWTP via a combination of FCC licensed radio frequency and the City's network. Automatic process logic and control functionality shall be provided with the SCADA System at all Lift Stations, WTP and WWTP. Onsite operator training for City staff shall be provided and conducted at a City facility. Proposals will be received until **November 21st, 2019 at 10:00 a.m.**, by the City Clerk's Office, City Hall, 1065 Ridgewood Ave., Holly Hill, FL 32117.

**RFP# RFP 20-PW-01**  
**“Water, and Wastewater SCADA**  
**Replacement and Upgrades**  
**City of Holly Hill, Florida ”**

The proposal are to be in accordance with the terms, conditions, and specifications stated herein.

- A pre-bid conference is not applicable for this solicitation.
- A pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on Tuesday October 29<sup>th</sup> at 10:00 AM (to include the facilities tour) at Public Works Conference Room, 453 LPGA Blvd, Holly Hill, Florida 32117.

Three (3) hard copy and One (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117 in a sealed envelope plainly marked on the outside: **“RFP 20-PW-01–Water, and Wastewater SCADA Replacement And Upgrades.”**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site.

City of Holly Hill does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Holly Hill Finance Purchasing website: [www.myvendorlink.com](http://www.myvendorlink.com) and also posted in the Lobby of City Hall.

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## 1) Introduction/Overview

### A) Purpose/Objective

The City of Holly Hill “CITY” has issued this Request for Proposal (hereinafter, “**RFP**”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms to provide **Water, and Wastewater SCADA Replacement And Upgrades** in accordance with the specifications stated and/or attached herein/hereto. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the CITY. The successful proposer(s) will hereinafter be referred to as the “Contractor”.

The term of this agreement shall be for ten (10) years beginning on the date the contract is issued with a rider to allow the contract to be renewed in five year increments after that date on the mutual agreement of both parties. All prices quoted shall remain firm for the duration of this agreement. Also, the City reserves the right to cancel the agreement and/or contract with a (90) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Holly Hill Commission (herein after, the “Commission”), signed by all required parties and filed with the City Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of a SCADA system installation and maintenance services prices using the latest technology. **The City will not honor or consider any price increase, fuel surcharge, or add-on cost during the established performance period.**

Termination or cancellation of the contract will not relieve the bidder of any obligations or any delivers or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The City will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Section “6L” of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

### B) Background

The City serves an area of less than 4 square miles with a population of approximately 12,479. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Holly Hill’s Comprehensive Annual Financial Report for fiscal year 2017-2018 and in the City’s Annual Budget for fiscal year 2019-2020. Copies of these documents may be requested from the City Clerk’s Office. The City of Holly Hill is exempt from any and all state, local and federal taxes.

### C) Inquiries

Direct questions related to this **RFP** to Stella Gurnee, Finance Director in writing to [sgurnee@hollyhillfl.org](mailto:sgurnee@hollyhillfl.org). Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from [sgurnee@hollyhillfl.org](mailto:sgurnee@hollyhillfl.org). All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation on VendorLink ([www.myvendorlink.com](http://www.myvendorlink.com)).

### D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2018-R-30 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Commission who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

### E) Pre-Bid Conference

- A pre-bid conference is not applicable for this solicitation.
- A non-mandatory pre-bid conference is applicable for this solicitation.

Pre-bid conference will be held on **Tuesday, October 29<sup>th</sup>, at 10:00 am in the conference room, located at Public Works , 453 LPGA Blvd, Holly Hill, Florida 32117**. This Pre-bid Meeting will include a quick tour of the plant and control rooms.

## F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue <b>RFP</b> Notice	October 22nd, 2019
Non-Mandatory Pre-Bid	October 29 <sup>th</sup> , 2019 @ 10:00 am
Last Date for Receipt of Written Questions	November 13th, 2019 @ 10:00 am
Addendum Issued (If Applicable)	November 15th, 2019 @ 10:00 am
Proposal Opening Date	November 21 <sup>st</sup> , 2019 @ 10:00 am
Evaluation Committee	November 26th, 2019 @ 10:00 am
Notice of Recommendation	November 27th, 2019
City Commission Hearing Date	December 10 <sup>th</sup> , 2019, @ 7 pm

## 2) General Description of Specifications or Scope of Work

The City of Holly Hill, Florida, is requesting proposals from experienced SCADA Vendor(s) to provide a SCADA system for the City's potable water and wastewater systems. The project generally consists of providing SCADA Services that include the furnishing, onsite installation and commissioning of a complete and operational Supervisory Control and Data Acquisition (SCADA) system for the City of Holly Hill's use that will provide a means of monitoring and/or controlling up to (11) Wells, (1) Elevated Storage Tank, (30) Lift Stations, (1) Potable Water Treatment Facility and (1) Wastewater Treatment Facility via a combination of FCC licensed radio frequency and the City's network. Automatic process logic and control functionality shall be provided with the SCADA System at all Lift Stations, WTP and WWTP. Onsite operator training for City staff shall be provided and conducted at a City facility.

The successful bidder/contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the City of Holly Hill. A list of all subcontractors proposed for use on the project shall be provided at the time that bids are received and shall include all necessary information to evaluate the subcontractor to determine their qualifications for this project. Lien waivers will be required from all subcontractors at the time of submittal of the final payment request. Subcontractor percentage of work shall not exceed prime contractor percentage of work.

Additional detailed scope of services are outlines in appendix A to this bid.

### 3) Contractor's Responsibilities/Requirements

It shall be understood and agreed that a firm submitting a Proposal shall meet the following responsibilities/requirements:

- 1.) **Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.
- 2.) **General:** Contractor shall adhere to all applicable OSHA standards while performing work within the City.
- 4.) **Management of Subcontractors:** The Contractor shall solely control the Subcontractors. The

Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs with the City of Holly Hill and advise the City of their validity and reasonableness, acting in the City's best interest.

- 5) **DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY**: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.
- 6) **HOURS OF OPERATION**: All work under this contract shall be performed between the hours of 7:00 am and 7:00 pm, local time, Monday through Friday. No exceptions to these hours shall be made without the expressed written consent of the City.

#### 4) City's Responsibilities

##### City responsibilities include:

- i. The City will work with the Contractor to develop a schedule and ensure access to all locations.
- ii. The City designates the City Engineer/Public Works Director as being the representative of the City in all matters regarding this solicitation.

##### iii. City's Right to Inspect

The City or its authorized agent shall have the right to inspect the Contractor's files to determine status of work on this project.

#### 4) Terms and Conditions of Contract

A contract, if awarded, will be executed with the respondent who proposes the most favorable solution, as determined by the selection committee, following the guidelines set forth in the RFP. If a respondent is selected, they will be notified within 30 days of the proposal due date. Respondent pricing shall be valid for nine months from the date of proposal submittal, due to the anticipated date that all components will be fully functional. The selected respondent will be required to enter into an agreement with the City prior to issuance of Notice to Proceed. General Terms and Conditions

The City has developed standard contracts/agreements that will be utilized to develop the final contract. A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The Once finalized, Contractor shall be required to return a signed contract/to the City.

The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Commission.

The term of this Agreement shall be for initial 10 years and then renewed in 5 years increments the date of award in adherence to the terms and conditions set forth in the RFP documents.

#### **A) Licenses**

The Contractor and any subcontractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 248-9420.

#### **B) Principals/Collusion**

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

#### **C) Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax

#### **D) Relation of City**

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

#### **E)Term Contracts**

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

#### **F)Termination**

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this without cause or for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

## **G) Liability**

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

## **H) Assignment**

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

## **I) Lobbying**

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

## **J) Single Bid**

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

## **K) Protest Procedures**

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures.

## **L) Public Entity Crime**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period



of 36 months following the date of being placed on the convicted vendor list.

#### **M) Conflict of Interest**

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

#### **N) Prohibition of Gifts to City Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

#### **O) Immigration Reform and Control Act**

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

#### **P) Billing Instructions – Awarded Contractor(s)**

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Holly Hill, 1065 Ridgewood Ave., Holly Hill, FL 32117. Specific format of the invoice shall be worked out between the City and the consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

#### **Q) Vendor Preference**

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

## 7) Instructions for Bid

### A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

### B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements. Also that these Insurance Requirements, at the same required level, are applicable to any subcontractor utilized for the project.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

### C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Holly Hill on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty

(180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$300,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

#### **D) Delivery of Bids**

**All bids are to be delivered before 10:00 a.m., local time, on or before Tuesday November 21st, 2019 to:**

**City of Holly Hill  
City Clerk  
1065 Ridgewood Ave.  
Holly Hill, Florida 32117**

The City shall not accept bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition: The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit one (3) hard copies and one (1) electronic copy on a USB flash drive

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

#### **E) Evaluation of Bids (Procedure)**

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.
2. Request for Proposals (**RFP**) issued.
3. Subsequent to the closing of Proposals, the Finance Department shall review the Proposals received and verify whether each Proposals appears to be minimally responsive to the requirements of the published **RFP**. Meetings shall be open to the public and the Finance Department shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
4. The committee members shall review each Proposal individually and score each Proposals based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposals to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Finance Department to schedule the top ranked firm(s) for oral presentations/interviews. The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposals by the City or a submission of a Proposals to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposals does not guarantee issuance of any other governmental approvals.

#### **F) Ambiguity, Conflict, or Other Errors in the RFP**

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Finance Director, noted herein, of such error in writing and request modification or clarification of the document. The Finance Director will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposals or it shall be waived.

**G) Proposals, Presentation, and Protest Costs**

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposals in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

**H) Acceptance or Rejection of Qualifications**

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposals which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposals of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

**I) Requests for Clarification of Proposals**

Requests by the Finance Director to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

**J) Validity of Proposals**

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

**K) Response Format**

The Proposals shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this **RFP**. Any portions of the Proposals that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposals. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description

of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the Proposals should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposals and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposals.

### **One Page Title Page**

Title Page shall show the Request for Qualification's subject, title and Proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the Qualification.

### **Table of Contents:**

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

#### **1) Tab I – Management Summary: Maximum of 1 Page**

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning qualification. Submission of a signed Proposal is certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

#### **2) Tab II – Corporate Experience and Capacity: Maximum 2 Pages**

The Proposal should state the size of the firm or subcontractor, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

- a. A description of the company or subcontracted company, including the number of years in business, number of employees, list of equipment owned by the company, and list of vehicles used for transport.
- b. Description of the company or subcontracted company as to whether it is a sole proprietorship, partnership, corporation, LLC or Joint- Venture. List all individual owners of ten percent (10 %) or more.

#### **3) Tab III – Customer Listing: Maximum 1 Page**

Provide a listing of all previous bidder and subcontractor customers during the past three years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFP.

Information provided for each client shall include the following:

- Client name, address, and current telephone number.
- Description of services provided.

- Time period of the project or contract.
- Client’s contact reference name and current telephone number.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your Qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

- On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the contractor’s performance?
- What specifically did you like about their approach?
- What do you believe were shortcomings or that they could have done better?
- Did they meet your schedule requirements?
- How were their communications? Were you always kept in the loop?
- How responsive were they in addressing problems?
- How was the quality/experience/personality of their personnel? (
- Would you use this Contractor again?
- Additional comments

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the “past performance” evaluation factor for each Qualification.

#### **5) Tab IV, Acceptance of Conditions**

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

#### **6) Tab V, Documents**

- Professional Certifications/Licenses
- Affiliations and/or memberships

#### **7) Tab VI, Required Form Submittals**

Required forms:

- Standard Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Subcontractor’s Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Acknowledgements

- Compliance with Public Records Law
- References Form
- Subcontractor’s reference Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Label

**8) Tab VII, Price Proposal Form – (The form included in this RFP document must be used)**

The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested that is outside the Scope of Services of this project, the City of Holly Hill reserves the right to negotiate a fixed fee for such services. Calculation of points for cost will be completed as described in the following EXAMPLE. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTALPOINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #2	\$120,000.00	\$100,000.00	83.3%	85	70.8

**L) Proposal Evaluation Committee and Evaluation Factors**

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work. During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points.



The following criteria will be used in the evaluation process to determine the successful respondent(s):

	<b>Maximum Points</b>
<b>Ability to perform and meet all aspects of proposal</b>	<b>15</b>
<b>Pricing (reference bid tab must include all lump sum and reoccurring cost and fees for the duration of the contract)</b>	<b>20</b>
<b>Downward compatibility of SCADA components and software</b>	<b>10</b>
<b>Company and subcontractors (include financial stability, and number of years company has been in business, ability to hire and retain skilled personnel, level of available on-going training etc.)</b>	<b>15</b>
<b>References of similar systems a minimum of 33 with location and contact number for similar lease/rental.</b>	<b>15</b>
<b>Product History (includes evaluation of all warranties and number of continuously running SCADA systems &gt;10 yrs.)</b>	<b>10</b>
<b>Ability of Company and/or subcontractor to trouble shoot problems remotely and to provide 24/7 support, emergency service and back up components in timely manner</b>	<b>15</b>
<b>Total Points</b>	<b>100</b>

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

**Drug-Free Workplace:** In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Holly Hill, these services should be identified and included in the request response.

**Tie Breaker:** In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

## PROPOSER CHECK LIST

**IMPORTANT:** Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included (**page 20 through page 46**)
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

**CITY CLERK**  
City of Holly Hill  
1065 Ridgewood  
Ave.  
Holly Hill, Florida 32117

- The **mailing envelope must be sealed and marked** with Qualification Number “20-PW-01 –, Proposal Title “**WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES ”** and Due Date “**November 21st, 2019 @ 10:00 am**”.
- The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

**ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE REP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET**

Company	Address
Authorized Signature	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.

**PROFESSIONAL SERVICES AGREEMENT**  
**UTILITIES SCADA SERVICES**  
**Request for Proposal (RFP) RFP 20-PW-01**  
**Water, and Wastewater SCADA Replacement And Upgrades**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_, duly authorized to conduct business in the State of Florida and whose address is \_\_\_\_\_, hereinafter, called “CONTRACTOR” and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called “CITY”.

**SECTION 1. AGREEMENT.** The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposal (RFP #RFP 20-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be for one hundred and eighty (180 days) from the date of award per the terms and conditions of the RFP.

**SECTION 3. COMPENSATION.** For Services rendered, the CITY shall pay the CONTRACTOR a lump sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR’s estimate of the portion of the total Services actually completed at the time of billing.

**SECTION 4. SCHEDULE OF VALUES** The Contractor shall submit a "Schedule of Values" listing the payment values for the work to be performed under this contract for all items in the proposal that are to be paid for in a lump sum basis. The schedule shall contain the lump sum or unit price for the installed value of the component parts of work for the purpose of making progress payments during the construction period. The schedule shall be given sufficient detail for the proper identification of the work accomplished. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies, and profit. The sum of all scheduled items shall equal the total value of the Contract. The schedule shall be reviewed by the City’s Project Manager for completeness of detail. The Contractor shall expand or modify the above schedule and material listings as required by the Engineer's initial and/or subsequent reviews. No payments shall be made until the schedule is accepted.

**SECTION 5. MEASUREMENT** The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City in accordance with the Schedule of Payment Values as described in this section, unless otherwise specified. A representative of the Contractor shall witness all field measurements.

**SECTION 6. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. 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. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

<b>For City:</b>	<b>For Contractor:</b>	
Valerie Manning, City Clerk	_____	(Name, Title)
City of Holly Hill	_____	(Company)
1065 Ridgewood Ave.	_____	(Address)
Holly Hill, FL 32117	_____	(City, State, Zip)
(386)248-9441	_____	(Phone)

**SECTION 7. RIGHTS AT LAW RETAINED.** The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 8. CONTROLLING LAW, VENUE, ATTORNEY’S FEES.** This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

**SECTION 9. MODIFICATIONS TO AGREEMENT.** This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

**SECTION 10. SEVERABILITY.** If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

**SECTION 11. WAIVER OF JURY TRIAL.** THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

**SECTION 12. NON-WAIVER.** No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT’s duties and obligations hereunder.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

**WITNESSES:**

**CITY OF HOLLY HILL**

\_\_\_\_\_

\_\_\_\_\_  
**Joseph Forte, City Manager**

**Dated:** \_\_\_\_\_

**WITNESSES:**

**FIRMS**

\_\_\_\_\_

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

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

**Dated:** \_\_\_\_\_

- Attachments: A. RFP #RFP 20-PW-01**
- B. Firm Response to RFP**

Approved by the City Commission of the City of Holly Hill at a meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 under Agenda Item No. \_\_\_\_\_.

**CONFLICT OF INTEREST AFFIDAVIT**

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

State of \_\_\_\_\_)  
City of \_\_\_\_\_)

SUBSCRIBED AND SWORN to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ for the Firm, OR who produced the following identification:\_\_\_\_\_.

\_\_\_\_\_

Notary Public

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

**PROPOSERS QUALIFICATION FORM**

---

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

% Completed	Project	Contract Amount
_____	_____	\$ _
_____	_____	\$ _
_____	_____	\$ _

**LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:**

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---

**OTHER INFORMATION ABOUT PROJECTS:**

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Have you, at any time, failed to complete a project?                      Yes                       No

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?  
Yes     No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

---

**FEES:**

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ \_\_\_\_\_ **Total Fees for work done on all City projects**

**REFERENCES:**

Bank(s) Maintaining Account(s): \_

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Surety/Underwriter: (if required)\_

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---

Other References: (Use additional sheets if necessary)

---

**TYPE OF FIRM:**

Corporation/Years in Business: \_\_\_\_\_. If firm is a corporation, please list state in which it is incorporated: \_\_\_\_\_. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: \_\_\_\_\_

Sole Proprietorship/Years in Business: \_\_\_\_\_

Other: Please list: \_\_\_\_\_

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

---

Company  
Authorized Signature

---

Address  
City, State, Zip Code

**SUBCONTRACTOR'S QUALIFICATION FORM**

---

**LIST MAJOR WORK PRESENTLY UNDER CONTRACT:**

<b>% Completed</b>	<b>Project</b>	<b>Contract Amount</b>
--------------------	----------------	------------------------

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\_\_\_\_\_ \$ \_

\_\_\_\_\_ \$ \_

\_\_\_\_\_ \$ \_

**LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:**

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---

---

**OTHER INFORMATION ABOUT PROJECTS:**

---

---

Have you, at any time, failed to complete a project?      Yes                          No   

**STATEMENT OF LITIGATION:**

Are there any judgments, claims or suits pending or outstanding by or against you?  
Yes     No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

---

**FEES:**

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ \_\_\_\_\_ **Total Fees for work done on all City projects**



**REFERENCES:**

Bank(s) Maintaining Account(s): \_\_\_\_\_

\_\_\_\_\_  
Surety/Underwriter: (if required)\_\_\_\_\_

\_\_\_\_\_  
Other References: (Use additional sheets if necessary)

**TYPE OF FIRM:**

Corporation/Years in Business: \_\_\_\_\_. If firm is a corporation, please list state in which it is incorporated: \_\_\_\_\_. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: \_\_\_\_\_

Sole Proprietorship/Years in Business: \_\_\_\_\_

Other: Please list: \_\_\_\_\_

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

\_\_\_\_\_  
Company  
Authorized Signature

\_\_\_\_\_  
Address  
City, State, Zip Code

**DECLARATION STATEMENT**

City of Holly Hill 1065 Ridgewood Ave. Holly Hill, FL 32117

**RE: RFP 20-PW-01 –Water, and Wastewater SCADA Replacement And Upgrades**

Dear Mayor and Commission Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed in RFP 19-PW-17 .

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

## INSURANCE REQUIREMENTS

### INSURANCE TYPE

### REQUIRED LIMITS

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1. Worker's Compensation   | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.                                     |
| <input checked="" type="checkbox"/> 2. Commercial General Liability<br>Bodily Injury & Property Damage   | (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. <b><u>\$1,000,000</u></b> single limit per occurrence       |
| <input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Holly Hill, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. |   |
| This section does not pertain to any incident arising from the sole negligence of the City of Holly Hill.  |   |
| <input checked="" type="checkbox"/> 4. Automobile Liability  | <b><u>\$ 500,000</u></b> Each Occurrence Owned/Non-owned/Hired Automobile Included  |
| <input checked="" type="checkbox"/> 5. Other Insurance as indicated below:   | <b>\$ 1,000,000</b> Per Occurrence Errors and Omissions or Professional Malpractice Coverage  |
| <input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.  |   |
| <input checked="" type="checkbox"/> 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.   |   |
| <input checked="" type="checkbox"/> 8.   | The City of Holly Hill must be named as " <b>ADDITIONAL INSURED</b> " on the Insurance Certificate for Commercial General Liability where required. |

**INSURANCE REQUIREMENTS**  
(Continued)

9. The City of Holly Hill shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Holly Hill  
1065 Ridgewood Ave.  
Holly Hill, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **RFP Number and Water, and Wastewater SCADA Replacement And Upgrades .**

=====

**PROPOSER'S AND INSURANCE AGENT'S STATEMENT:**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company	Authorized Signature
Address	City, State, Zip Code
Printed Name & Title	Telephone No.
Email	Fax No.
Insurance Agency	Signature of Proposer's Agent

## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

YES

NO

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

**NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

He/she is \_\_\_\_\_ of \_\_\_\_\_, Proposer that has submitted the attached Qualification;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Qualification or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF HOLLY HILL.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax No.

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_

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

**ACKNOWLEDGEMENTS  
RFP 20-PW-01 –WATER, AND  
WASTEWATER SCADA REPLACEMENT  
AND UPGRADES SERVICES**

**To: City of Holly Hill  
1065 Ridgewood  
Ave Holly Hill, FL  
32117**

**From : Insert Information  
“Contractor”**

The Contractor agrees to provide WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES SERVICES as defined in this Request for Proposals document and in accordance with the requirements of the specifications and related work authorizations/contract documents.

The undersigned Contractor has carefully examined the RFP requirements and related contract documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done.

The undersigned agrees to provide the WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES SERVICES called for by the RFP documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the quality of service quoted.

The undersigned agrees to the right of the City to hold the Request for Proposals submittals and guarantees the future related proposals for a period not to exceed one hundred eighty (180) days from the effective date of the contract term.

The undersigned accepts the invoicing and payment policies specified in the RFP.

Upon award of this RFP, the City and Contractor each binds himself, itself, or herself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the RFP Documents.

The RFP Document constitutes the entire agreement between City and Contractor and may only be altered, amended, or repealed by a Change Order or a written amendment.

The Contractor, by signing these RFP Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFP Document.

Contractor shall guarantee WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES SERVICES within \_\_\_\_\_ calendar days from receipt of Purchase Order or Work Authorization / Notice to Proceed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

**INDIVIDUAL, FIRM, CORPORATION, LIMITED LIABILITY, PARTNERSHIP, OR OTHER  
FORM OF ENTITY**

**By:** \_\_\_\_\_ / \_\_\_\_\_  
**(Signature) (Print name)**

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_**  
**Taxpayer Identification Number (TIN): \_\_\_\_\_**

**CORPORATION**

**By:** \_\_\_\_\_ / \_\_\_\_\_  
**(Signature) (Print name)**

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_**  
**Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_**  
**State Under Which Corporation Was Chartered: \_\_\_\_\_**

**Corporate President:** \_\_\_\_\_  
**(Print Name)**

**Corporate Secretary:** \_\_\_\_\_  
**(Print Name)**

**Corporate Treasurer:** \_\_\_\_\_  
**(Print Name)**

**CORPORATE SEAL**

**Attest By:** \_\_\_\_\_  
**Secretary**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

**Valerie Manning, City Clerk**  
386-248-9441  
[vmanning@hollyhillfl.org](mailto:vmanning@hollyhillfl.org)  
1065 Ridgewood Ave  
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

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

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

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

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

Project Number: **RFP 20-PW-01**                      Date: \_\_\_\_\_

## REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
2. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
3. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_
  
4. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_

## SUB-CONTRACTOR REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this Qualification for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

5. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

6. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

7. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

8. Name of Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_  
Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Holly Hill

by \_\_\_\_\_

(Print Individual's Name and Title)

for \_\_\_\_\_

(Print Name of Entity Submitting Sworn Statement)

whose business is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners,

shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Personally known \_\_\_\_\_

\_\_\_\_\_  
(Notary)

OR produced identification \_\_\_\_\_

Notary Public State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires: \_\_\_\_\_

**VENDOR INFORMATION**

Vendor is:

- ( ) Corporation
- ( ) Partnership
- ( ) Sole Proprietorship
- ( ) Other \_\_\_\_\_(Explain)

Federal Employer Identification Number: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

If remittance address is different from the mailing address so indicate below.

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

Remittance Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_

Name & Title Printed: \_\_\_\_\_

**PROPOSAL PRICING FORM  
RFP 20-PW-01  
WATER, AND WASTEWATER SCADA  
REPLACEMENT AND UPGRADES**

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

TO: The City of Holly Hill, Florida

FROM: \_\_\_\_\_

Submitter is solely responsible for developing / determining / verifying for this contract work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor, all sub-contractor work, all taxes, all insurance, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Fee Proposal**.

Respondent must provide a fee proposal. All entries in the proposal must be made clearly in ink. Prices on the **Proposal Form** must be written in figures. Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

In accordance with the RFP to provide the completed work the undersigned hereby submits the **Proposal Pricing Form** for the **WATER, AND WASTEWATER SCADA REPLACEMENT AND UPGRADES** as follows: Give an itemized list of equipment, materials, and services associated with each listed aspect along with any recommended spare parts that are to be kept on hand. Also list any reoccurring software fees, and/or cost for additional "workstation seats," additional I/O points, and other such cost if required by utility.

Total Fee From Attached Forms on Pages 41 to 44

One Time Fee : \_\_\_\_\_ Dollars

Annual Costs : \_\_\_\_\_ Dollars

**REST OF PAGE INTENTIONALLY LEFT BLANK**

**RFP 20-PW-01 Water , And Wastewater SCADA Replacement and Upgrade One Time Fee Cost and Annual Fixed Fee Cost**

<b>Pay Item Number</b>	<b>Description</b>	<b>QTY</b>	<b>Item Unit Cost</b>	<b>Cost</b>
1	Mobilization	1	One Time Fee	
2	As Builds	1	One Time Fee	
3	Engineering Evaluation Study for the Whole System as outlined in the Scope of Services as outlined in Appendix A	1	One Time Fee	
4	Radio Frequency Path Analysis Study	1	One Time Fee	
5	Initial FCC Licensing Service and Fees	1	One Time Fee	
6	Two-week onsite SCADA Operational Training & Instruction for up to eight (8) utility personnel	1	One Time Fee	
7	Radio Repeaters and /or forward terminal units (if needed) with Antennas, Programming and Onsite Installation Services	1	One Time Fee	
8	One (1) Year Onsite Unconditional Warranty on complete SCADA System	1	One Time Fee	
9	2 <sup>nd</sup> & 3 <sup>rd</sup> Year Return to Factory Warranty for all RTU I/O Modules, Radios and Power Supplies, to include damage by Lightning and Surge.	1	One Time Fee	
10	3-year return to factory Lightning Warranty for all RTU I/O Modules, Radios and Power Supplies damaged by Lightning and Surge.	1	One Time Fee	
11	Central Station Including All Components and Radio	1	One Time Fee	
12	WTP Workstation Computer	1	One Time Fee	
13	WWTP Workstation Computer for WWTP Lab and Tower	2	One Time Fee	



<b>Subtotal of General Construction Items</b>			<b>One Time Fee</b>	
14	SCADA Server Hardware (to include redundancy)	1	One Time Fee	
15	SCADA Software Program	1	One Time Fee	
16	Onsite Installation, Integration and Programing for SCADA Server Hardware and Software	1	One Time Fee	
17	Central Terminal Unit (CTU) with Central Antenna System and Onsite Installation Services	1	One Time Fee	
18	WTP Remote Terminal Units (RTU), Monitoring and Control, with Antenna System, PLC Programming and Onsite Installation Services	1	One Time Fee	
19	Radio Repeaters and /or forward terminal units (if needed) with Antenna System, Programming and Onsite Installation Services	1	One Time Fee	
20	Well Remote Terminal Units (RTU), Monitor and Control with Antenna System, PLC Programming and Onsite Installation Services	7	One Time Fee	
21	Well Remote Terminal Units (RTU), Monitor only with Antenna System, PLC Programming and Onsite Installation Services	4	One Time Fee	
22	Phase One recommended System Spare Parts (to include at least one of each type of RTU module used in the system)	1	One Time Fee	
<b>Subtotal of Phase 1 and Construction Items For WTP and Wells</b>			<b>One Time Fee</b>	
23	Phase Two: WWTP Remote Terminal Units (RTU), Monitoring and Control, with Antenna System, PLC Programming and Onsite Installation Services	1	One Time Fee	
24	Phase Two recommended System Spare Parts (to include at least one of each type of RTU module used in the system)	1	One Time Fee	
<b>Subtotal of Phase Two Construction Items For WWTP</b>			<b>One Time Fee</b>	

25	Phase Three Lift Stations RTU (Fixed Speed) with Antenna System, RTU Programing and Onsite Installation Services	28	One Time Fee	
26	Phase II Duplex VFD-Pump Lift Stations with Antenna System, RTU Programing and Onsite Installation Services RTUs	2	One Time Fee	
27	Radio Repeaters and/or forward terminal Units (if needed) with Antenna, Programing and Onsite Installation Services (Price Only to be determined after Design is complete)	1	One Time Fee	
28	Phase Three recommended System Spare Parts (to include at least one of each type of RTU module used in the system)	1	One Time Fee	
29	3-year return to factory Lightning Warranty for all RTU I/O Modules, Radios and Power Supplies damaged by Lightning and Surge.	1	One Time Fee	

**Subtotal Phase Three Construction - Lift Stations**

<b>Total One Time Fee for the SCADA System to include General Construction Items and Phases 1, 2 and 3</b>	<b>\$ -</b>
--	-------------

**Write Out the One Time Total Fee for the SCADA System:**

**RFP 20-PW-01 Water , And Wastewater SCADA Replacement and Upgrade Unit Annual Cost Prices to be Invoiced Monthly**

<b>Pay Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Annual Item Unit Cost</b>	<b>Total</b>
30	FCC Licensing Services & Fees	1		
31	FCC Radio License Renewal Services & Fees for life of SCADA System (minimum of 10 years)	1		
32	Annual SCADA Software License Fixed Price for 10 year	1		
33	Annual SCADA Software I/O Tag License for Ten (10) Years Fixed Price	1		
34	SCADA Software User Seats/Clients License for Ten (10) Years	1		
35	Annual SCADA Software Maintenance Cost fixed price for Ten (10) Years to include remote support, updates, Hardware ( <b>Including 3 Computers and 1 Server</b> ), revisions, and releases)	1		

36	Annual SCADA Software Warranty fixed price for Ten (10) Years	1		
<b>Total Annual Cost Fixed Fee for the SCADA System for a Minimum of 10 years</b>				<b>\$ -</b>
<b><u>Write Out the Total Recurring Annual Fixed Fee for the SCADA System for a minimum period of 10 years:</u></b>				

The City reserves the sole prerogative whether or not to order / contract for any and all work listed in this proposal, and when the work is to be done, all in the best interests of the City. The respondent agrees that this proposal shall be good and may not be withdrawn for a period of 180 days after the opening of proposals.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Telephone No.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Email Address.

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cut and use this label for Proposal Package

CITY OF HOLLY HILL  
CITY CLERK  
1065 RIDGEWOOD AVE  
HOLLY HILL, FL 32117

RFP # 20-PW-01  
WATER, AND WASTEWATER  
SCADA REPLACEMENT  
AND UPGRADES”

OPENING DATE/TIME:  
November 21st, 2019  
by 10:00 a.m.

# **SCOPE OF SERVICES**

## **Appendix A**

## SCOPE OF SERVICES

### PART 1 - GENERAL

#### 1.1. INTRODUCTION

- 1.1.1. Description:** Provide a SCADA system for the City's potable water and wastewater systems. The project generally consists of providing SCADA Services that include the furnishing, onsite installation and commissioning of a complete and operational Supervisory Control and Data Acquisition (SCADA) system for the City of Holly Hill's use that will provide a means of monitoring and/or controlling up to (11) Wells, (1) Elevated Storage Tank, (30) Lift Stations, (1) Potable Water Treatment Facility and (1) Wastewater Treatment Facility via a combination of FCC licensed radio frequency and the City's network. Automatic process logic and control functionality shall be provided with the SCADA System at all Lift Stations, WTP and WWTP. Onsite operator training for City staff shall be provided and conducted at a City facility.
- 1.1.2.** It is the intent of the utility to have one company held responsible for all design, engineering, integration, installation and continued service of the proposed SCADA system. The respondent to this RFP must state if they anticipate using others ("outside contractors") that are not directly employed by the respondent. If so, the respondent shall include the company names, and contact information of all such entities and the function and/or service that they will provide regarding this project. In any event, with or without the use of outside contractors, the respondent, if awarded this project, shall be the sole entity responsible for all work performed, all warranties issued and all follow up and/or continued services provided.
- 1.1.3.** Response shall include a written proposal that clearly defines the SCADA Services offer, includes a detailed scope of work for the entire project, and defines the automatic process logic and control functionality to be provided at Wells, Lift Stations, WTP and WWTP. The proposal shall include line-item costs for all monthly service fees, any and all one-time costs, and a SCADA Services agreement. All required SCADA hardware and software shall be provided, owned, maintained, and serviced by the Respondent under the SCADA Services agreement.
- 1.1.4.** Any additional cost resulting from any deviation from codes or local requirements shall be borne by the Contractor.

## **1.2. TYPE OF CONTRACT**

- 1.2.1.** Vendor selected to do business with the City of Holly Hill must be prepared to provide a “SERVICES” contract. Proposals submitted as part of this RFP should reflect a Respondent’s understanding of these contract requirements.

## **1.3. SPECIAL PROJECT PROCEDURES**

- 1.3.1.** Secure Location: Specific attention is directed that the Public Works Compound is a secure facility and access must be restricted in accordance with Homeland Security guidelines.

## **1.3. VENDOR QUALIFICATIONS**

- 1.3.1.** This RFP requires all respondents to submit the following information with their response:
- Company biography.
  - List of Company’s qualifications pertinent to water/wastewater SCADA systems and Services.
  - Provide physical address of service/support office, which must be located within 100 miles of the City of Holly Hill.
  - References. Provide a list of (5) utilities where your company has installed a SCADA system, that utilizes the same system components proposed in this RFP, under a SCADA Services Agreement that remains active. Include a point of contact name, phone number and email address for the reference.

## **1.4. BASIS OF PAYMENT**

- 1.4.1.** The basis for payment for an item shall be at the lump sum or unit price listed in the Proposal and shall be in accordance with the description of that item in the Proposal and the Specifications pertaining to that item.

## **1.5. SCHEDULE OF VALUES**

- 1.5.1.** The Contractor shall submit a "Schedule of Values" listing the payment values for the work to be performed under this contract for all items in the proposal that are to be paid for in a lump sum basis.



- 1.5.2.** The schedule shall contain the lump sum or unit price for the installed value of the component parts of work for the purpose of making progress payments during the construction period.
- 1.5.3.** The schedule shall be given sufficient detail for the proper identification of the work accomplished. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies, and profit. The sum of all scheduled items shall equal the total value of the Contract.
- 1.5.4.** The Contractor shall submit applications for payment typed on forms provided by the City, with itemized data typed on 8½"x11" white paper and continuation sheets.

## **1.6. SUMMARY OF SCOPE/PAYMENT ITEMS**

### **1.6.1. General**

- a) The proposed SCADA system shall include all engineering, design, hardware, programming, and integration labor necessary for a fully functioning SCADA system. Operator training and O&M manuals shall also be provided. The SCADA system shall provide the ability to share collected data with any authorized workstation that has connectivity to the SCADA system server.
- b) The new SCADA system will replace an existing SCADA system(s). The existing system shall remain operational as remote sites are transferred to the new system. The use of existing instruments, enclosures or other devices shall be described in the respondent's proposal. In general, all existing instrumentation is expected to be utilized and no additional instrumentation provided.

**1.6.2. FCC licensed radio frequencies:** One or more FCC licensed radio frequencies shall be utilized as the mode of communication between all facilities. Respondents shall describe the radio communications architecture and include a summary of the radio communications path from master radio to each remote radio.

**1.6.3. Mobilization/De-mobilization:** For all costs associated with the mobilization and transporting materials, equipment, and supplies to the staging area, for all costs associated with the provision of all field services at the project site as specified, and for the demobilization and removal of all materials, equipment and supplies not incorporated in the project at the conclusion of the Work, and for leaving all work areas in a clean condition satisfactory to the Engineer. One half of the bid amount will be paid to the Contractor upon complete mobilization and the other half will be paid when the work site has been vacated and cleaned up to the satisfaction of the City.

**1.6.4. As-Builds:** For payment of the provision of certified as-builds provided upon completion of the project. Four (4) copies bearing the original signature and seal of a professional land surveyor licensed in the State of Florida shall be submitted.

#### **1.6.5. Project Overview**

- a) It is the intent of the utility to have the proposed SCADA system “central site” located at the City’s Public Works Administration building which is part of the Public Works/Utilities campus located at 453 LPGA Blvd. Holly Hill FL 32117.
- b) It is the intent of the utility to approach this project in (3) phases.
  - Phase One will include (11) wells, (1) elevated storage tank and (1) water treatment facility/on-site ground storage tanks.
  - Phase Two will include (30) wastewater pump stations.
  - Phase Three will include (1) wastewater treatment /reuse facility. The Utility retains the option of doing each phase separately or having all three phases completed in uninterrupted sequence.
- c) Submitted proposals shall DESCRIBE ALL WORK TO BE PERFORMED BY UTILITY / UTILITY IT / AND OTHERS IF APPLICABLE (APPLIES TO ENTIRE PROPOSAL)
- d) It is crucial that the current SCADA system be maintained and operational while the new SCADA System is being installed, modified and configured by selected recipient. Both systems shall remain in operation during the installation process. All proposals are required to describe how the new system will be brought over to prevent breaks in coverage and operational readiness. Describe how RTU with Backup Systems will be tested and otherwise go through start up.
- e) The information regarding I/O schedules, equipment and locations are based on current SCADA system expectations. Once awarded, a final survey will be required prior to project submittals.
- f) Except where otherwise specifically noted herein, all proposals shall include required materials, supplies, and services associated with this RFP.
- g) The connectivity between the WTP & WWTP RTUs, control panels SCADA server, and SCADA workstations will utilize the existing SCADA fiber and copper networks. This will require coordination with the City of Holly Hill’s IT department.

In addition, provisions will need to be made by the IT department to make the City Domain available for the aforementioned devices. No network equipment external to the proposed control panels are required as part of this proposal.

#### **1.6.6. Phase One - Central Site, WTP & Wells:**

- a) Phase 1 of this proposal includes installing the Central Site Equipment and Remote Terminal Units (RTUs) at Water Treatment Plant (WTP), Elevated Storage Tank (EST), and well sites. The SCADA Server and Central Radio/Antenna will be located at the Public Works Department (453 LPGA Blvd), and all SCADA workstations. The radio system will utilize an FCC Licensed VHF frequency issued in the UTILITY name.
- b) SEQUENCE OF INSTALLATION: Describe Sequence of Installation for Phase 1
- c) DETAILS OF REQUIREMENTS: Describe the Details of Requirements for:
  - One WTP RTU
  - Seven MONITOR AND CONTROL WELL RTU – WELL SITES: 13, 14, 15, 16, 17, 18, 19
  - (4) Four MONITOR-ONLY WELL RTU – WELL SITES: 11, 12A, 12B, 12C
- d) OPERATIONAL ASPECTS: Describe the operational aspects for
  - Water Treatment Plant,
  - One Elevated Storage Tank,
  - (Seven monitor and control wells and
  - Four monitor only wells:
  - The exact process/sequence of operations must be detailed in all proposals, and at a minimum shall describe the following.
  - Describe in detail how each site shall operate and its interaction with other sites (if necessary) based on the SCADA system proposed. Also describe any general system operational aspects that may be involved.
- e) Work To Be Performed For (Phase 1 – Central Site, WTP, EST & Wells)
  - Sequence of Installations: Describe each phase of the installation process listing which sites are involved at each phase. Describe what measures are taken during each phase to ensure that critical alarms and information is not interrupted and/or lost.
  - Provide a detailed installation plan, for the installation and migrating to the new system, while maintaining visibility to all assets using the current system.

- Describe any work that will need to be performed by the utility during the installation of the SCADA system.

### **1.6.7. Phase 2 – Wastewater Treatment Plant (WWTP)**

- a) PROJECT OVERVIEW: Describe approach to this Phase
- b) UNDERSTANDING OF OPERATION AND INSTALLATION: Describe understanding of operation and installation for WWTP and associated reuse system.
- c) SEQUENCE OF INSTALLATION: Describe the sequence of installation for WWTP and associated reuse system.
- d) DETAILS OF REQUIREMENTS: Describe the details of requirements for each of the following:
  - EQ Basin Flow Control (PID)
  - EQ Basin Lag Call
  - Exterior Lighting Controller
  - WWTP IP-2 RTU (Control Panel Only)
  - WWTP IP-3A & 3B RTUs (Control Panels Only)
  - Clarifiers 1, 2 & 3 Scum Pumps
  - RAS Pump Flow Control (PID)
  - WWTP Reuse Control Panel RTU
  - Transfer Well Level Control
  - Low Chlorine Transfer Pump Lockout
  - High Turbidity Transfer Pump Lockout
  - High GST Level Transfer Pump Lockout
  - Reuse Pump Distribution Pressure Controller
  - Reuse Pump Calls
  - Reuse Jockey Pump Lockout
- e) GENERAL SYSTEM OPERATIONAL ASPECTS: Describe the General System Operational Aspect for Phase 3

### **1.6.8. Phase 3 – Wastewater Lift Stations:**

- a) Twenty Eight (28) Standard Fixed-Speed-Pump Lift Station RTUs
  - Lift Station: LS #2
  - Lift Station: LS #3
  - Lift Station: LS #4
  - Lift Station: LS #5

- Lift Station: LS #6
  - Lift Station: LS #8
  - Lift Station: LS #9
  - Lift Station: LS #10
  - Lift Station: LS #10A
  - Lift Station: LS #11
  - Lift Station: LS #11A
  - Lift Station: LS #12
  - Lift Station: LS #13
  - Lift Station: LS #14
  - Lift Station: LS #15
  - Lift Station: LS #16
  - Lift Station: LS #17
  - Lift Station: LS #17A
  - Lift Station: LS #17B
  - Lift Station: LS #18
  - Lift Station: LS #18A
  - Lift Station: LS #19
  - Lift Station: LS #20
  - Lift Station: LS #21
  - Lift Station: LS #22
  - Lift Station: LS #24
  - Lift Station: LS #25
  - Lift Station: LS #28
- b) Two (2) DUPLEX VFD-PUMPS LIFT STATION RTUs
- Lift Station: LS #1,
  - Lift Station: LS #7
- c) SEQUENCE OF INSTALLATION: Describe the sequence of installation for above (30) lift stations.
- d) OPERATION AND FUNCTIONALITY OF FIXED SPEED AND VARIABLE SPEED (VFD) LIFT STATION RTU: Describe the operation and functionality for each type of RTU to be used

### **1.6.9. General SCADA System Requirements**

- a) Software, Hardware And Services
- SCADA SERVER HARDWARE: Describe the type of server proposed (proposed server must have continuous functional and operational

- redundancy backup).
- **SCADA WORKSTATION HARDWARE:** Describe the type of workstation proposed (proposed workstation must have capabilities of sunning entire HMI for system and shall be the same for the Central WTP and WWTP locations).
  - **COMMUNICATION AND ASSOCIATED PROTOCOLS:** Describe the proposed mode of radio communication between the remote telemetry units and the central site including any repeating sites and/or forwarding sites. The communications system proposed shall be capable of utilizing up to 500 RTU addresses per communications link. List all components associated with the type of radio communication proposed. Include the radio propagation study as well as all design and installation criteria associated with proposed system.
  - **FIBER OPTIC REQUIREMENTS:** All remote interfaces directly connected to the SCADA Server shall be fiber optic isolated for transient voltage protection.
  - **SCADA SOFTWARE:** Describe the proposed SCADA software. The SCADA Software shall be the manufacturer's latest version and shall include information (411) and emergency (911) functionality in addition to alarm announcements via telephone, email, text messaging, or local speaker.
  - **SOFTWARE LICENSING:** List all software licensing requirements and cost including but not limited to cost of revision updates, the number of allowable concurrent users, number of tags and screens and any other associated software licenses included in this proposal. Also list any/all initial and re-occurring software licensing fees or charges.
  - **CRITICAL DATA REDUNDANCY:** Describe the proposed SCADA software automated backup routine to protect the system from the loss of critical data (data redundancy process shall use a designated Windows workstation as a backup location).
  - **SYSTEM PARTITIONING:** Describe how the proposed SCADA software will be supplied with system partitioning (all partitions shall have their own full-function access to the auto dialer / voice / pager / E-mail functions).
  - **SYSTEM USER PERMISSIONS:** Describe how the SCADA software will allow user permission with password protection for control functions, acknowledgment functions, shutdown functions and configuration functions.
  - **RTU CONFIGURATIONS:** Describe how the proposed SCADA software will configure the RTUs in the polling database. Describe the options that the configuration process will provide.
  - **ALARM CONFIGURATION:** Describe how the proposed SCADA software will allow users to configure alarms for all system I/O points. Describe what options all alarms may be configured with.
  - **SCHEDULED AND AUTO CONTROLS:** Describe how the proposed SCADA software will allow users to create scheduled controls and auto controls. Scheduled controls allow controls to occur on selected days of the week at specific times. Digital controls can be scheduled to come on or go off at a

specific time. Analog controls can be scheduled to be set to a desired engineering value. Auto controls allow controls to automate and facilitate the controlling of hardware in the field. Configuring an auto control instructs the system to perform a certain function when a specific event occurs.

- **MODBUS TCP/IP EMULATION:** Describe how the proposed SCADA software will act as a Modbus TCP/IP slave device for any configured point. This shall include any physical and virtual RTU I/O point in the system.
- **SYSTEM ACTIVITY LOGS AND JOURNALS:** Describe what system activity logs and journals the proposed SCADA software will provide (each activity shall maintain time-stamped data logs pertaining to system activities)
- **SYSTEM TOOLS:** Describe the system tools that will be furnished with the proposed SCADA software. Include the capabilities and functions of each tool.
- **ALARM NOTIFICATIONS:** Describe the capabilities of the alarm notifications methods that the proposed SCADA software will provide. Each method shall be listed and shall include both local methods and remote methods.
- **USER ACCESS:** Describe what methods the proposed SCADA software will provide for user access. This shall include but not necessarily be limited to touch tone phone, fixed work station (PC) computers, laptop/tablet mobile computers, and mobile “smart” phones.
- **MOBILE INTERFACE:** The proposed SCADA software shall include a mobile interface for Internet enabled smart phones.
- **SECURITY:** Describe the security methods utilized by the proposed SCADA software.
- **HOT STANDBY REDUNDANCY:** The proposed SCADA software shall utilize hot standby redundancy that requires a second SCADA server. The hot standby redundancy shall allow the redundant, or secondary, SCADA SERVER to take over all functions in the event the primary SCADA SERVER fails. The transition from primary to redundant shall be transparent to the user except for an alarm that is generated. Data from the primary SCADA SERVER will be synchronized with the redundant SCADA SERVER. LEDs shall indicate the current role of each SCADA SERVER (primary/secondary).
- **CENTRAL TERMINAL UNIT (CTU):** Describe the CTU that will be utilized by the proposed SCADA system. Include description and function of the mode of communication, the power supply, backup battery, transient surge protection and enclosure.
- **REMOTE TERMINAL UNIT (RTU):** Describe the different types of RTU that will be used at each site by the proposed SCADA system. This shall include but not be limited to program logic controllers (PLC) pump controllers, and any other type of analog and/or digital monitor/control devices that allow for site operation. Describe if said RTU will have its own stand-alone enclosure or if the RTU will be incorporated into the existing panel. Describe how each RTU will function in the event of power outage and any back-up systems for both

- data and power supply.
- **PUMP AND FLOW MANAGEMENT:** The SCADA System shall offer a feature that addresses the random asynchronous operation of each lift station operating on a common force main resulting in a reduction of energy consumption.
  - **PUMP MANAGEMENT:** The pump management shall coordinate all pumping activity on a minute-by-minute basis.
    - The pump management shall include a method that reduces head pressures, permitting pumps to operate more effectively and efficiently. Submersible wet-well level transducers shall be utilized at each lift station for well level indication and pump management purposes.
    - The SCADA System shall include a technique that automatically delays a potential sanitary sewer overflow in the event of an equipment malfunction or power failure by minimizing all upstream pumping activity into the affected station.
  - **FLOW MANAGEMENT:** The SCADA System shall offer a technique that levels the flow to a master lift station or wastewater treatment plant by systematically managing the peaks and valleys over a 24-hour period. The result of flow management shall reduce peak flow periods.

## **1.8. STANDARD OF QUALITY ASSURANCE**

- 1.8.1. Design Criteria:** Products described by these specifications are set up as a standard of quality and function. The use of a manufacturer's name, model or catalog number is for establishing the quality, reliability, performance and versatility of the product. The term "OR EQUIVALENT" shall apply to all products listed, in that products of other manufacturers will be considered, unless specifically noted "AND NO OTHERS."

## **1.9. SCHEDULING, AND COORDINATION OF WORK WITH OTHERS**

- 1.9.1.** The Contractor shall plan the work and carry it out with minimum interference to the operation of the existing facilities. The Contractor shall coordinate a schedule with the City's Project Manager, and provide written notification, to be received five working days prior to commencing construction to ensure applicable personnel have ample time to schedule access or shut down their respective systems.

## **1.10. NOTIFICATIONS**

- 1.10.1.** At least one business day prior to any site construction the Contractor shall notify the City's Project Manager at 386-248-9463.



**1.10.2.** Prior to any excavating at the site, or other type of digging operation, the Contractor shall contact Call Sunshine at 1-800-432-4770 (or 811), and have them provide locating services to mark the existing facilities of their member utilities.

**1.10.3.** The Contractor or Sub-Contractors shall arrange for all required inspections under the guidelines specified by the permitting agencies having jurisdiction over this project. The Contractor shall be responsible for obtaining all inspections required.

## **1.11. WARRANTIES**

**1.11.1.** All materials supplied under these Specifications shall be warranted by the Contractor and the Equipment Manufacturer for a period of five (5) years. Warranty period shall commence on the date of Owner acceptance, unless otherwise stipulated herein.

## **1.12. SAFETY REQUIREMENTS**

**1.12.1.** The Contractor shall strictly abide by all Occupational Safety and Health Administration (OSHA) regulations and any other such regulations as may apply regarding the requirement and use of proper equipment, and the employment of certified personnel experienced in the type of work to be undertaken under this Contract.

## **1.13. STAGING AREA**

**1.13.1.** The Contractor shall establish a staging area suitable for the storage of materials and equipment associated with the project and shall be fully responsible for abiding by all applicable rules, regulations and conditions having jurisdictional control at the site chosen.

**1.13.2.** At the conclusion of the Project, the Contractor shall ensure that the staging area is left in a neat and clean condition and that all materials and equipment not incorporated into the project are removed from the site.

## **1.14. SUPPORT**

**1.14.1.** As previously stated, the utility is looking for an all-inclusive SCADA system. Service and support will be critical for all SCADA system components. Describe the support that will be available from SCADA system design engineer, the

manufacturer of each applicable component, and the integrator. Include the different types of support (telephone, email, and in-person) and the associated response time frames available. List any and all cost associated for each.

## **1.15. TRAINING**

**1.15.1.** List all product (for both software and hardware) warranties associated with the proposed SCADA system. Include all time frames, deductibles, and/or percentages associated with each warranty.

**1.15.2.** Describe the initial training that will be available with the proposed SCADA system. Training shall be for all aspects of the SCADA system. List the types of training, where the training will take place, how many seats will be available for training and any associated cost. Also list any continuing training available and the associated cost for such.

## **1.16. WARRANTIES**

**1.16.1.** List all product (for both software and hardware) warranties associated with the proposed SCADA system. Include all time frames, deductibles, and/or percentages associated with each warranty.

## **1.17. SPARE PARTS**

**1.17.1.** List any and all spare parts that are considered to be critical to the operation and maintenance of the proposed SCADA system. List by Phase as outlined in this proposal

## **1.18. PURCHASE AND FINANCE OPTIONS**

**1.18.1.** Describe all purchase and finance options available including purchase (complete system or incremental implementation), lease with option to purchase (state any time restraints), and rental.

## **PART 2 – EXECUTION**

2.1 All work shall be started not later than the date indicated in the Notice to Proceed. All work shall be completed within 45 days with an additional 15 days for final completion.