



CITY COMMISSION REGULAR MEETING AGENDA

Thursday, January 23, 2025 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

1. Call the meeting to order
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders
3. Proclamations and Awards
 - a. Certificate of Appreciation to John Timmins for his generous donation of time and supplies to repair equipment at Palmetto Park.
4. Deletions and changes to the agenda
5. Public comments regarding items not on the agenda

Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.
6. Consent Agenda
 - a. Approve the minutes of the January 9, 2025 Regular Meeting.
7. General Business
 - a. Resolution 2025-02. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a proposal from Connect Consulting, Inc, in an amount not to exceed \$61,890 for the evaluation of Well #11 in relation to the increased salt intrusion; providing for conflict and an effective date.
 - b. Resolution 2025-06. A Resolution by the City Commission of the City of Flagler Beach, to award Bid No. FB-24-2307 Project # 260 Pier Construction to Vecellio & Grogan in an amount not to exceed \$14,142,027; providing for conflict and an effective date.
 - c. Resolution 2025-07. A Resolution by the City Commission of the City of Flagler Beach, Florida, retroactively approving Change Orders No. 1 through No. 8 for the Wickline Improvements Project 539 and proposed Change Order No. 9 from R&K Roofing in a total amount of \$20,866.80; providing for conflict and an effective date.
8. Public Hearings
9. Staff Reports
 - a. City Attorney:
 - b. City Manager:
 - c. City Clerk:
10. Commission Comments
 - a. Commission comments, including reports from meetings attended.

- b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. *A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.*

11. Adjournment

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.

Certificate of Appreciation



THIS CERTIFICATE IS AWARDED TO

John Timmins

In recognition of John Timmins, to show our appreciation of his generous donation of time and materials to repair park facilities at Palmetto Park.

CITY OF FLAGLER BEACH

Mayor Patti King

January 23, 2025

CITY COMMISSION REGULAR MEETING MINUTES

Section 6, Item a.



Thursday, January 09, 2025, at 5:30 PM

City Commission Chambers - 105 S. 2ND Street, Flagler Beach, FL 32136

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE

Present: Mayor Patti King, Chair Scott Spradley, Vice-Chair James Sherman, Commissioners Rick Belhumeur, Eric Cooley and Jane Mealy, City Attorney D. Andrew Smith, 111, City Manager Dale L. Martin, and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chair Spradley called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders:** Commissioner Sherman led the pledge to the flag.
3. **Proclamations and Awards**
 - a. **Certificates of Appreciation:** Beachfront Grille, Jamie Bourdeau and Dudley Shaw, in appreciation of their generous donation of prepared food for our less fortunate residents on Thanksgiving and Christmas, and Flagler Strong, Tracy Callahan-Hennessey, in appreciation for the donation of plates, cutlery, cups and napkins for the Christmas Pot-Luck Dinner. Mayor King read the certificates into the record. Jamie Bourdeau accepted and thanked the city for serving the residents. Mrs. Hennessey was not present, the Mayor will deliver the certificate to her.
 - b. **Proclamation Recognizing the month of January 2025 as Human Trafficking Awareness Month.** Mayor King read the proclamation into the record. Tracy Dowling and other representatives from the Family Life Center, and Victim Advocates from Flagler Beach, Flagler County and Bunnell Offices were present to accept.
 - c. **Proclamation recognizing the month of January as National Stalking Awareness Month.** Mayor King read the proclamation into the record. Representatives from the Family Life Center, and Victim Advocates from Flagler Beach, Flagler County and Bunnell Offices were present to accept.
 - d. **Election Proclamation.** Mayor King read the proclamation into the record.
4. **Deletions and changes to the agenda:** None.
5. **Public comments regarding items not on the agenda:** Heather Hodavance inquired about FEMA Maps that were discussed at the Planning Board meeting. Darryl Reynolds spoke about the accumulation of litter and cigarette butts around the city. He is working on a "Keep Flagler Beach Beautiful" Grant. Mr. Reynolds reported he has spoken to the City Manager about a few different grants that are available. City Planner Lupita McClenning stated the discussion was not about the Flood Insurance Rate Maps (FIRM) it was a discussion regarding the technical side of the Land Development Regulations regarding Flood Plain Management. Mrs. McClenning offered the requester to stop by the office if they wish to view the FIRM Maps.
6. **Consent Agenda**
 - a. Approve the regular meeting minutes of December 12, 2024. Commissioner Mealy requested an amendment to the minutes on Item 7 h. to change the word "Once" to "As". Motion by Commissioner Mealy that we approve the minutes as amended.

7. General Business

- a. Application OE-25-01-01 Request for an Annual Outdoor Entertainment Permit- The Cajun Beach - 1112 Ocean Shore Blvd. -Applicant - Patrick McKinney. Represented by Attorney Hunter Berdard. Commissioner Spradley filed a Form 8B Memorandum of Voting Conflict with the Clerk. The nature of the conflicting interest is Commissioner Spradley's law firm represented the predecessor (Majority Partner) in a going out of business bankruptcy in federal court and the applicant was a minority shareholder of my firm's prior client. Therefore, I am declaring a voting conflict to avoid appearance of partiality. Chair Spradley passed the gavel to Vice-Chair Sherman. Mr. Berdard reviewed his client's request and said the criteria cited by the Planning Board does not apply. Commissioner Belhumeur asked if the applicant has an agreement with the hotel/spa for shared parking. Mr. McKinney responded not in writing, but they spoke with each other. Mr. McKinney explained the radio remote was scheduled and delayed by Hurricane Milton, as was his public hearings for the application, so they both came later, he assumed he would have the permit by the date of the remote broadcast, and he did not think he was breaking rules. Mr. McKinney admitted calls to the police were made and none of them resulted in a citation being issued. Commissioner Cooley inquired to Attorney Smith regarding the Police Reports that were included in the packets. Attorney Smith responded to the complaint about having music without a permit yes, they were in violation, but no noise violations have been cited. Vice-Chair Sherman opened public comments. Tom Wotherspoon spoke in opposition of the request, citing conversations with the Police and the radio station who did the live remote that the applicant spoke of. Brenda Wotherspoon spoke in opposition of the request. She spoke of a text conversation with the hotel/spa owner who says they do not share their parking. Brenda Montgomery spoke in opposition of the application, referring to noise complaints made to the police. Brent King spoke in support of the application and spoke of other restaurants that have less parking. Alyssa Troxel spoke in support of the application; she feels the denial is due to racism. Heather Hodavance, former owner of the hotel and spa, spoke of her past experience with the businesses that operated in the location, she also spoke of her experience as a resident when live music was played. Paul Matykta commented both for and against the request. Vice-Chair Sherman closed public comments. Rebuttal: Mr. McKinney stated the music is for the customers at the bar. Commission comments. Mayor King voiced concern that the hotel/spa owners are being quoted, by both sides, but they are not here to acknowledge it. Commissioner Cooley felt the comments about the hotel/spa owners are hearsay. Commissioner Cooley stated the last permit with the former business had conditions. Attorney Smith clarified those conditions were offered by the applicant and not imposed by the City. Commissioner Cooley spoke of the previous issues with the former Johnny D's location, they constructed the walls of the stage out further to mitigate the sound. He feels if you combined time restrictions and music style and additional mitigation with the stage it may satisfy all parties. Mr. McKinney stated the speakers are at back of the stage and no live music will be played after 10:00 PM, as far as getting our own equipment he cannot do that, but he can make the entertainment push the speakers to the back of the stage. The Clerk read the conditions of the previous owner's permit: *Outdoor Entertainment between the hours of 11:00 a.m. and 9:45 p.m., No Karaoke, Open Mic., Rock Bands or Bingo.* The applicant agreed to all except the open mic and agreed to move the speakers back. Commissioner Belhumeur wanted to remain consistent. Suggested the applicant go back and refine the application by addressing the concerns discussed. Commissioner Sherman asked Chief Doughney about the status of the decibel readers. Chief Doughney responded that the department has

two meters and instructions to use the meters are in the cases. He has two months so cannot provide the state of the equipment at this time. Attorney Smith advised the Officials the applicant has asked for an up or down vote tonight. Commissioner Cooley stated there was movement from the applicant for the mitigation. Commissioner Belhumeur expressed concern that the application does not comply with Criteria #2 and #7. Commissioner Belhumeur wants evidence of more soundproofing. Discussion of tabling the item and allowing the applicant to return with additional evidence of sound mitigation. Attorney Smith restated you may table but the applicant is asking for an up or down vote tonight. Commissioner Mealy urged the applicant to waive the vote and return to show mitigation of the noise. Commissioner Cooley feels the stage needs to be deeper with roof coverage. Attorney Smith advised the Officials; if you haven't seen competent substantial evidence that the criteria have been met, a bunch of lay people sitting here designing a sound stage doesn't get us there. Attorney Smith asked the applicant "do you want to pursue getting the sound engineer and evidence of improvement." The applicants Attorney responded a process is in place and the permit should be granted and then the applicant can go through the process if in violation. Motion by Commissioner Belhumeur to deny for the reason of criteria item 7, the permit would have an adverse effect and would unreasonably infringe on the rights of property owners within 200 feet of the subject property line, adding he has not heard competent substantial evidence that the violations would not occur. Commissioner Mealy seconded the motion. The motion carried unanimously, with Commissioner Spradley abstaining from voting and filed a Form 8B, Memorandum of Voting Conflict.

Vice-Chair Sherman passed the gavel to Chair Spradley. Chair Spradley recessed the meeting at 7:18 p.m. Chair Spradley reconvened the meeting at 7:26 p.m.

- b. Resolution 2025-01. A Resolution by the City Commission of the City of Flagler Beach, to award Bid No. FB-24-1021 Project# 570 City of Flagler Beach South Central Water Main Replacement to All State Civil Construction, Inc. in an amount not to exceed \$610,409.00; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Belhumeur to approve Resolution 2025-01. Commissioner Sherman seconded the motion. Chair Spradley opened public comments. No comments were offered and Chair Spradley closed public comments. The motion carried unanimously, after a roll call vote.
- c. Resolution 2025-03. A Resolution by the City of Flagler Beach, Florida approving a Professional Services Task Order from McKim & Creed in an amount not to exceed \$99,060.00 for the design and other services summarized in Attachment "A" of a 1.0-million-gallon (MG) storage tank at the Water Treatment Facility, providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Commissioner Belhumeur questioned possible amendments. City Manager Martin reported the resolution states the amount is not to exceed \$99,060, and any amount higher would come back to you as an addendum to the Task Order. Motion by Commissioner Mealy to approve Resolution 2025-03. Commissioner Cooley seconded the

motion. Chair Spradley opened public comments. No comments were offered. Chair Spradley closed public comments. The motion carried unanimously, after a roll call vote.

- d. Resolution 2025-05. A Resolution by the City of Flagler Beach, Florida, designating Municipal Emergency Services (MES) as a Sole Source Vendor for the purchase of fire support equipment, in an amount not to exceed \$145,428.26; providing for conflict and an

effective date. Attorney Smith read the title of the resolution into Motion by Commissioner Mealy to approve Resolution 2025-05. Commissioner Cooley seconded the motion. Chair Spradley opened public comments. None were offered and Chair Spradley closed public comments. The motion carried unanimously, after a roll call vote.

7. Public Hearings

- a. Ordinance 2024-23, and Ordinance of the City of Flagler Beach, Florida, amending the City of Flagler Beach Code of Ordinances, Appendix "A" "Land Development Regulations, Article V, "Development Design Standards" relating to certain fees and charges related to water service; providing for severability; providing for codification, conflicts and effective date - final reading. Attorney Smith read the title of the Ordinance into the record. Commissioner Cooley expressed his opinion that pools are a luxury, and the one-time waiver should not be allowed. Attorney Smith recommended an addition to add to the end of the sentence on line 73. Motion by Commissioner Belhumeur to approve as amended. Commissioner Sherman seconded the motion. (Amendment is on line 73 after the word fixture add, "except as otherwise set forth herein.") Chair Spradley opened public comment. No comments were offered. Chair Spradley closed public comments. The motion carried unanimously, after a roll call vote.
- b. Consider Application PFS24-0001: Final Site Plan Approval - Legacy Pointe Cottages; Parcel ID No.: 11- 12- 31-0650-000D0-0050; Owner: ALT Homes LLC, T.J. McNitt; Applicant: ALT Homes LLC, Katie Crooke, Representative. City Planner Lupita McClenning reviewed the request. Commissioner Mealy questioned the use of a well for irrigation. Mrs. McClenning advised they will utilize the stormwater pond instead of a well for irrigation of the common space. Commissioner Belhumeur and Mealy questioned the use of an outsource company for solid waste services. TJ McNitt and Harry Newkirk addressed the sanitation questions. City Manager Martin suggested the applicant work with the Sanitation Director to ensure the service can be provided. Mrs. McClenning added to ensure the fire service vehicles can access if dumpster location is moved. Commissioner Cooley asked what type of dwelling this is, a multi or single-family. The applicant stated it is a new design. Attorney Smith advised it's a multifamily designed to look like a single-family. Commissioner Cooley inquired about the multifamily and recreation standards. Mrs. McClenning responded the standard is 500 Sq. ft. minimum, these are 700 sq. ft. The recreation requirement is 4,400 sq. ft., they are providing 9,735 sq. ft. Commissioner Cooley asked is dry and wet retention counted as a part of that. Mrs. McClenning stated they are counting the conservation area if you subtracted that you would still be well above 4,400 square feet. Commissioner Belhumeur asked if there is a deed restriction or an easement for the apartments to have access in perpetuity. The applicant stated they would give cross-access easement, and access to Joyce Street. Motion by Commissioner Mealy that we approve application PFS24-0001 to Legacy Point Cottages, to include the conditions cited by staff. Commissioner Belhumeur seconded the motion. Chair Spradley opened public comments. No comments were offered. Chair Spradley closed public comments. The motion carried unanimously, after a roll call vote.

8. Staff Reports

- a. City Attorney: Mr. Smith asked the Commission if they wished to pull the Veranda Bay annexation items from the January 23rd agenda. The Officials responded yes and asked for social media posts to inform those following the issue. Attorney Smith reported on

another separate issue with the development, the transfer of ownership of the reclaim water pipe (infrastructure) that has already been installed needs to be transferred to the City. The Commission provided direction for the City Attorney to work with the Developer's Attorney for the infrastructure transfer.

- b. City Manager: Mr. Martin advised the city was in receipt of correspondence from the Veranda Bay Developer requesting the annexation application be tabled. Mr. Martin spoke of past events and ones coming forward. Bill Clemence and Chief Pace's retirement. Mr. Martin advised there would be a luncheon for Bill and formal ceremony for Chief Pace at Santa Maria Del Mar Catholic Church. Mr. Martin reported he had shared a \$140K proposal with the City Commission for a Mobility Plan Impact Fee. He has been reviewing with the City Attorney to determine if we can use infrastructure surtax monies. He requested direction, if interested in moving forward, he would have a proposal on the February 13th agenda. The Commission reached a consensus for the item to move forward. Mr. Martin reported the draft Annual Report was distributed to the officials for their review. The Parks Committee met with the Park Consultant, a public outreach event will be at the February First Friday event and at the March First Friday we will ask people to use red and green dots to see what is wanted and what is not. Mayor King asked what about nonresidents. Mr. Martin advised what is being considered and they will have some type of criteria in place. Mr. Martin advised he is beginning the planning for the annual Visioning Session and is looking at March or April. Mr. Martin inquired if the officials were satisfied with last year's facilitator. Commissioner Cooley requested the plan address more than one year, ideally a 1, 2, 5, and 10-year plan.
- c. City Clerk: Thanked the Commission for the opportunity to attend a Florida Association of City Clerk's conference. Clerk Overstreet confirmed the Joint Cities/County Meeting is scheduled for Wednesday, February 5th at 5:30 at the Flagler County Board of County Commissioners Chamber. Clerk Overstreet reported the items that had been submitted for inclusion on the agenda and inquired if the Commission had any additions. No additional items were added.
- d. City Planner: Mrs. McClenning reported the Code Enforcement Officers are attending Soil Erosion training in Maitland next week.

9. Commission Comments

- a. Commission comments, including reports from meetings attended.

Mayor King: Thanked staff for the New Years event. Mayor King reported several social clubs that want to participate in Centennial.

Commissioner Belhumeur: Spoke of the Centennial banners. Requested a direct link to Building Permit Portal on the web site.

Commissioner Sherman: Requested staff look to improve the unpaved one-way road/alleys the garbage truck has to back in on. Mr. Martin reported staff is looking at what access is available. Commissioner Sherman inquired why Veterans Park has not been cleaned up and asked for a status update on the bid package that was distributed. Mr. Martin responded the bids are being looked at by

staff, but other projects have taken priority. Mr. Martin will address the issue with the supervisor.

Commissioner Mealy: Reported the Women's Club held a recognition for Chief Pace's retirement.

Commissioner Cooley: Commented on the letter from staff addressing the condition of the City Hall building. Commissioner Cooley suggested an air quality assessment be performed. City Manager Martin responded he would prepare a bid spec for the air quality check.

Commissioner Spradley: echoed the comments on the holiday events.

- 10. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. None.
- 11. Adjournment. Commissioner Sherman put forth a motion to adjourn the meeting at 8:53 p.m.

Scott Spradley, Chair

Attest:

Penny Overstreet, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Spradley Scott		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Commission, Flagler Beach	
MAILING ADDRESS PO Box 3		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Flagler Beach	COUNTY Flagler	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 1/9/2025		NAME OF POLITICAL SUBDIVISION: Flagler Beach	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

Item 7A

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTERESTI, Scott Spradley, hereby disclose that on January 9, 2025:

(a) A measure came or will come before my agency which (check one)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

My law firm represented the predecessor tenant in a going out of business bankruptcy in federal court. The majority partner of applicant was a minority shareholder of my firm's prior client. I declare a voting conflict to avoid the appearance of partiality.

1/9/2025

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



STAFF REPORT

Regular City Commission Meeting

January 23, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: January 23, 2024

Item Name: Resolution 2025-02. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a proposal from Connect Consulting, Inc, in an amount not to exceed \$61,890 for the evaluation of Well #11 in relation to the increased salt intrusion; providing for conflict and an effective date.

Background: The City provides water to its customers under Consumptive Use Permit (CUP) No. 59, issued by the St. Johns River Water Management District (SJRWMD) on October 12, 2016. To support this operation, the City operates a well field consisting of six (6) active and one (1) newly constructed well.

Well #11 was constructed in 2008 as a twelve-inch diameter well. An evaluation in 2014 documented that the casing seal was compromised or missing completely, leading to the intrusion of material affecting operations at the Water Treatment Plant. Subsequently in 2015, Well #11 was modified by installing an eight-inch sleeve liner casing to remedy the infiltration issues. The well was also deepened to 250 feet at this time

In spite of these remedies, the salt concentration has significantly increased. In September 2024, Connect Consulting, Inc. (CCI) was contacted by City staff to assess the cause of the increasing salinity. A proposal to perform this evaluation was received by CCI on September 30, 2024 in the amount of \$61,890. The formal proposal outlining the scope of work and the well field services to be provided are attached.

Fiscal Impact: Funding for the project (designated "Project Number 585") will be drawn from the Utility Infrastructure Reserve.

Staff Recommendation: Staff recommends approval of Resolution 2025-02.

Attachments:

- Resolution 2025-02
- City of Palm Coast Professional Hydrogeological Master Services Agreement

RESOLUTION 2025-02

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A PROPOSAL FROM CONNECT CONSULTING, INC, IN AN AMOUNT NOT TO EXCEED \$61,890 FOR THE EVALUATION OF WELL #11 IN RELATION TO THE INCREASED SALT INTRUSION; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City operates and maintains a municipal water system (the "SYSTEM"), including several operating wells, to provide safe potable water to residents, businesses, and other agencies; and

WHEREAS, Well #11 was originally constructed in 2008 and rehabilitated and deepened in 2015; and,

WHEREAS, since the 2015 rehabilitation, the salinity of the drawn water has markedly increased; and,

WHEREAS, City staff, relying upon an existing City of Palm Coast contract, contacted representatives of Connect Consulting to solicit a proposal to evaluate Well #11; and,

WHEREAS, the subsequent Connect Consulting proposal (Exhibit A) was received and reviewed by City staff;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. The City of Flagler Beach City Commission approves the proposal submitted by Connect Consulting in an amount not to exceed \$61,890 for the scope of work and services described in Exhibit A.

SECTION 2. The City Commission authorizes City Staff to issue a Notice to Proceed.

SECTION 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 23rd DAY OF JANUARY, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Attachment:
Exhibit A



Central Florida Office

1210 Emmel Road

Lake Helen, FL 32744

Office: 386-473-7766

Email: drobertson@cciwater.com

September 30, 2024

Jim Ramer
 Water Treatment Plant Superintendent
 City of Flagler Beach
 P.O. Box 70
 Flagler Beach, Florida 32136

RE: Proposal – Public Water Supply Well FB 11 Evaluation
CCI Project No: 242.10

Dear Mr. Ramer:

Connect Consulting, Inc. (CCI) is pleased to provide this proposal to the City of Flagler Beach (City) to evaluate Public Water Supply (PWS) Well FB 11. This proposal has been developed based on information provided to CCI by City staff and a review of historical documents.

Background

The City provides water to its customers under Consumptive Use Permit (CUP) No. 59, issued by the St Johns River Water Management District (SJRWMD) on October 12, 2016 (expires on October 11, 2036). As described in the CUP, the City is authorized to use 333.0 million gallons per year (MGY) (0.912 million gallons per day (MGD) annual average) of groundwater from the Upper Floridan aquifer (UFA) for public supply type use (includes residential, commercial/industrial, water utility uses and unaccounted for losses) to serve a projected population of 6,517 in 2036.

The City operates a well field consisting of six (6) active and one (1) newly constructed UFA wells. **Table 1** lists the PWS wells owned and operated by the City.

Table 1 – City of Flagler Beach
Public Water Supply Well Construction Details

Well No. ^{1,2}	DID No.	Rate (GPM)	Diameter (in.)	Casing Depth (ft.)	Total Depth (ft.)	Status
FB 10	34525	500	12/8 ³	115/125	254	Active
FB 11	34526	500	12/8 ³	117/127	250	Active
FB 12R	459664	350	12	120	200	Active

Well No. ^{1,2}	DID No.	Rate (GPM)	Diameter (in.)	Casing Depth (ft.)	Total Depth (ft.)	Status
FB 13	39450	350	12	108	186	Active
FB 14	459665	350	12	108	157	Active
FB 15	459662	350	12	108	135	Active
FB 16	459663	350	12	103	150	Constructed

Notes:

1. Data from Consumptive Use Permit 59-5.
2. Wells FB 1-9 and 12 have been abandoned.
3. FB 10 and FB 11 have been modified to correct casing seal failures, by installing 8-inch sleeve/liners inside the original 12-inch casing shown as 12/8 creating a new casing depth shown as 115/125.

Well FB 11 was originally constructed as a 12-inch diameter PVC well. An evaluation of Well FB 11 in 2014 documented that the casing seal was significantly compromised if not completely absent. The lack of a casing seal allowed shallow unconsolidated formation material (sand, shell, and clay) to pass under the casing and affected operations at the Water Treatment Plant (WTP). In 2015, Well FB 11 was modified by installing an 8-inch liner casing overlapping the 12-inch casing to remedy the lack of a casing seal and drilling the well deeper to intersect the next producing zone of the UFA.

As we understand from discussions with City staff, the chloride concentration is increasing in Well FB 11. An analysis of water quality data, provided by the City, shows that chloride concentration increased from ~370 milligrams per liter (mg/L), after the installation of an 8-inch diameter PVC liner casing, to 930 mg/L in August 2024.

In September 2024, CCI was contacted by City staff to assess the cause of the increasing salinity observed in FB 11. The City requested CCI to prepare a proposal to conduct a hydrogeologic evaluation on Well FB 11. The following scope of work was developed based on data review and conversations with City staff regarding project goals.

Scope of Work

Hydrogeologic Services:

1. Project management
2. Well evaluation program design
3. Oversight during evaluation
4. Data collection during evaluation
5. Prepare a final report summarizing the evaluation.

Well Field Services:

1. Mobilize equipment to the site to perform the scope of work.
2. Coordinate with City to disconnect and lock out power supply to well pump and motor.
3. Remove the submersible pump and motor from the well. Inspect the submersible pump, motor, and drop pipe in the field. Store submersible pump, motor, and drop pipe on site, off the ground, and covered until ready for reinstallation. A pump repair/replacement budget of \$7,500 is included and will be determined after inspection.
4. Furnish and install a test pump capable of 400-500 GPM with a standalone generator to power it. Include a calibrated flow meter, multiple access ports for water sample/sand rate collection, and up to 200 ft. of appropriately sized hose/piping to convey the discharge water away from the well site.
5. Conduct static and dynamic (pumped) geophysical logs/borehole video survey at a flow rate of ~400-500 GPM. Borehole logging shall include:
 - A. Self-Potential (Electric) log (static)
 - B. Long (64-inch) and short (16-inch) normal resistance log (static)
 - C. Natural Gamma Ray log (static)
 - D. Caliper log (static)
 - E. Fluid Resistivity/Conductivity log (static and pumped)
 - F. Fluid velocity (flow meter) log (static and pumped)
 - G. Temperature log (static and pumped)
 - H. Color Borehole Video Survey (static and pumped)
6. Conduct a short-term step-drawdown or constant rate pumping test during geophysical logging and borehole video survey.
7. Collect and analyze field water quality during pumping test.
8. Remove test pump and all tools from the well.
9. Disinfect the well once all tools have been removed and secure the wellhead until the permanent pump is ready to be re-installed.
10. Reinstall the permanent pump.
11. Flow test the pump.
12. Chlorinate the well.
13. Clean up and restore the site
14. Demobilize all equipment and secure the site.

Schedule and Cost

We will complete the scope of work described above on a lump sum/fixed fee basis as summarized in **Table 2**:

Table 2 – Cost Summary

Task	Cost
Well Evaluation	\$54,390.00
Pump Allowance	\$7,500.00
Total Fee	\$61,890.00
Days to Complete (Days)	90

We appreciate the opportunity to assist the City with this project.

Please review this proposal and contact me with any questions.

Sincerely:

Connect Consulting, Inc.

David S. Robertson

David S. Robertson, P.G

Principal Hydrogeologist

Cc: Ehab Hashem
Thomas Freeman
Samuel Adams
Gary Eichler



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,
 Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
 Bid/Reference # RFSQ-CD-20-31
 Contract Type: Master Services Agreement - Professional Services
 Amendment/Renewal: 3rd (Final) Annual Renewal

Original Contract Date: 2/21/22 New End Date: 2/21/2025

Resolution # 2020-28

City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote

Date: Jan 10, 2024 | 5:50 AM PST

City Finance Adelina Alves

Date: Jan 10, 2024 | 1:13 PM EST

City Attorney Amelia Ulmer

Date: Jan 9, 2024 | 3:52 PM EST

City Manager Denise Benav

Date: Jan 10, 2024 | 2:20 PM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

Section 7, Item a.



City of PALM COAST

Finance Department
Budget & Procurement Office

Section 7, Item a.

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
261 N. LAKEVIEW DRIVE
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement

Contract Name

February 21, 2020

Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31

Project name and #

Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2024. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2025. This is the final renewal. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,

Casey Luedke

Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

DocuSigned by:
By: Denise Bevan
B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Jan 10, 2024 | 2:20 PM EST

CONNECT CONSULTING, INC.

DocuSigned by:
By: David S. Robertson
753D804B2918C2...
(Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Jan 9, 2024 | 3:48 PM EST



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,
 Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
 Bid/Reference # RFSQ-CD-20-31
 Contract Type: Master Services Agreement - Professional Services
 Amendment/Renewal: 2nd Annual Renewal

Original Contract Date: 2/21/2020 New End Date: 2/21/2024

Resolution # 2020-28

City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote

Date: Jan 10, 2023 | 5:30 AM PST

City Finance Adelina Alves

Date: Jan 9, 2023 | 3:55 PM EST

City Attorney Nyssa Borden

Date: Jan 9, 2023 | 12:09 PM EST

City Manager Denise Bevan

Date: Jan 10, 2023 | 9:18 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

Section 7, Item a.



City of PALM COAST

Finance Department
Budget & Procurement Office

Section 7, Item a.

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
261 N. LAKEVIEW DRIVE
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement

Contract Name

February 21, 2020

Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31

Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2023. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2024. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,

Casey Luedke

Contracts Coordinator
cluedke@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

DocuSigned by:

By: Denise Bevan

B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Jan 10, 2023 | 9:18 AM EST

CONNECT CONSULTING, INC.

DocuSigned by:

By: David S. Robertson

753D... (Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Jan 9, 2023 | 11:48 AM EST



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CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name CONNECT CONSULTING, INC.,
Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES
Bid/Reference # RFSQ-CD-20-31
Contract Type: Master Services Agreement - Professional Services
Amendment/Renewal: 1st Annual Renewal

Original Contract Date: 2/21/22 **New End Date:** 2/21/2023

Resolution # 2020-28

City Council Approval Date: 2/18/2020

City's Project Manager Mary Kronenberg

Brief Description/Purpose:

Agreement for professional hydro-geological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydro-geological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote
DocuSigned by: D9149C6987AB19F...
City Finance Helena Alves
4F2A3892B67B492... DocuSigned by:
City Attorney William Reischmann
4C1B97CCC19C46D...
 Denise Bevan

Date: Jan 3, 2022 | 4:48 AM PST

Date: Jan 3, 2022 | 3:50 AM EST

Date: Dec 30, 2021 | 10:38 AM EST

Interim City Manager Denise Bevan
DocuSigned by: B8F859DE6A4147C...

Date: Jan 3, 2022 | 8:30 AM EST

Vendor Contact Name and Email: David S. Robertson drobertson@cciwater.com

Section 7, Item a.



Section 7, Item a.

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

CONNECT CONSULTING, INC.
DAVID S. ROBERTSON
1210 EMMEL ROAD
LAKE HELEN, FL 32744

RE: Letter Authorizing Contract Renewal

Master Service Agreement

Contract Name

February 21, 2020

Contract Effective date

PROFESSIONAL HYDROGEOLOGICAL SERVICES RFSQ-CD-20-31

Project name and #

Dear Mr. Robertson,

The above referenced contract is currently set to expire February 21, 2022. At this time, the City of Palm Coast seeks to renew the above referenced contract under the same original terms and conditions for one (1) additional year until February 21, 2023. If agreed, please indicate your approval by electronically signing below.

Please feel free to contact me if you have any questions.

Regards,
Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

DocuSigned by:

By: Denise Bevan
B8F859DE5A4147C...

Print: Denise Bevan

Title: Interim City Manager

Date: Jan 3, 2022 | 8:30 AM EST

CONNECT CONSULTING, INC.

DocuSigned by:

By: David S. Robertson
753D2A... (Authorized Signatory)

Print Name: David S. Robertson

Title: President

Date: Dec 30, 2021 | 7:50 AM EST



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CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name CONNECT CONSULTING, INC.,

Project Name: PROFESSIONAL HYDROGEOLOGICAL SERVICES

Bid/Reference # RFSQ-CD-20-31

Contract Type: Master Services Agreement - Professional Services

Contract Value \$ n/a

Resolution # 2020- 28

City Council Approval Date: 2/18/2020

Standard Contract Template (Y/N): Y

If No, then Reviewed by

City Attorney: n/a

Length of Contract: 2 years

Renewable (Y/N): yes

If Yes, # and length of

renewals: 3 at one year each

Mary Kronenberg

City's Project Manager _____

Brief Description/Purpose:

Agreement for professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring and any other related assignments that the City requests. Also included under this contract are professional hydrogeological and construction oversight services and turn-key design/construction services to permit, design and/or construct, and/or repair and test new and existing wells and associated well head appurtenances and pumps.

Approvals:

Responsible Dept. Director Carl Cote

Date: Feb 20, 2020 | 7:31 AM PST

City Finance Helena Alves

Date: Feb 20, 2020 | 12:49 PM EST

City Attorney William E. Reischmann, Jr.

Date: Feb 20, 2020 | 10:01 AM EST

City Manager Matthew Morton

Date: Feb 21, 2020 | 7:11 AM EST

Vendor Name and Email Address: David S. Robertson drobertson@cciwater.com

Section 7, Item a.



Section 7, Item a.

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Vendor,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.



Regards,

Rose Conceicao

Rose Conceicao
Contracts Coordinator



MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 21st day of February, 2020 ("Effective Date"), between CONNECT CONSULTING, INC., whose primary place of business is 261 N. Lakeview Drive, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-CD-20-31(RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

- A. Work Order/Services.** This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.
- B. Quality of Services.** SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature
- C. Schedule/Delivery.** Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- F. Replacement of SUPPLIER Personnel.** CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.
- G. CITY Premises.** At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

- A. Term.** This Agreement shall take effect on the Effective Date and shall terminate at the end of two (2) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.
- B. Termination By CITY.**
- i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.
 - ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

- iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.
- iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

- C. Termination By SUPPLIER.** SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.
- D. Cooperation.** Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.
- E. Survivability.** The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

- i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.
- ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.
- iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.
- iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.
- v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.
- vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

- B.** Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.
- B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
- C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. **ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. **AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

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

- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL, if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
 - B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
 - C. Immigration.** CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.
 - D. Conflict of Interest.**
 - i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
 - ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
 - iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.
 - iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- 12. CONTRACT DOCUMENTS.** The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
- 13. ENFORCEABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.
- 14. ENTIRE AGREEMENT.** This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties

relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. It is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

- 15. EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.
- 16. INDEPENDENT CONTRACTOR.** The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.
- 17. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
- 18. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

David S. Robertson, P.G.
Connect Consulting, Inc.,
261 N. Lakeview Drive
Lake Helen, Florida 32744

- 19. ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.
- 20. PUBLIC RECORDS LAW.**
- A.** The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
- i. Keep and maintain all public records required by CITY to perform the Services herein; and
 - ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
 - iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B.** All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.
- c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**
- 21. SEVERABILITY.** If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- 22. SUBCONTRACTORS.** In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.
- 23. WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

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

CITY OF PALM COAST

CONNECT CONSULTING, INC.,

DocuSigned by:
By: Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Feb 21, 2020 | 7:17 AM EST

DocuSigned by:
By: David S. Robertson
(Authorized Corporate Officer)
93591482F402...

Print Name: David S. Robertson

Title: President

Date: Feb 18, 2020 | 11:23 AM EST

Exhibits

A - Work Order Template Form

B - Insurance Requirements

Exhibit A - Work Order Template Form



Work Order # _____ PO# _____ Project Mgr. _____

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # _____

Contract Resolution # _____ Work Order Resolution # _____

TOTAL COST: \$ _____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION** (chase one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
3. **PRICING** (chase one): _____ ATTACHED _____ INCLUDED IN CONTRACT
4. **SCHEDULE** (chase one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
5. **DESCRIPTION OF SERVICES** (chase one): _____ ATTACHED _____ INCLUDED IN CONTRACT
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes If yes, identify: _____
7. **MISCELLANEOUS:** _____
8. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____

Print: _____

Title: _____

Date: _____

CITY APPROVAL

By: _____

Print Name: _____

Title: Assistant City Manager or Designee

Date: _____

BPO Use Only:

Req # _____

Requisition Creator _____

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

EXHIBIT B Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. this Agreement shall be provided to the City and the City shall obtain a copy of the Certificate of Insurance. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the companies Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

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

CERTIFICATE OF LIABILITY INSURANCE

Section 7, Item a.

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

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

PRODUCER Hall & Company A&E Professional Insurance Program Inc 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Allison Barga PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007 E-MAIL: abarga@hallandcompany.com ADDRESS:														
INSURED Connect Consulting Inc 261 N Lakeview Dr Lake Helen FL 32744	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B : Hartford Accident and Indemnity Company</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER C : Argonaut Insurance Company</td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Hartford Accident and Indemnity Company	22357	INSURER C : Argonaut Insurance Company	19801	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1078739387

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			52UECHA1233	9/28/2019	9/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBMNL0852	9/28/2019	9/28/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	52WECPI3885	9/28/2019	9/28/2020	<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
C	Professional Liab: Claims Made			121AE000181601	9/28/2019	9/28/2020	\$2,000,000 Per Claim \$2,000,000 Aggregate

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

The certificate holder is an additional insured per the attached.

Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER

CANCELLATION

City of Palm Coast, Florida
 Attn: Dianne Torino
 160 Cypress Point Parkway, Ste. B106
 Palm Coast FL 32164-8436

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

Anthony Z. [Signature]

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Section 7, Item a.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/11/2020

Department Item Key	Stormwater & Engineering	Amount Account
Subject	RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS	
Background : **THIS ITEM WAS SCHEDULED TO BE HEARD AT THE FEBRUARY 11, 2020 WORKSHOP. HOWEVER, THAT MEETING WAS CANCELLED.**		
<p>As part of the City Council goals to ensure that all infrastructure is a priority regarding maintenance and performance, City staff advertised a request for statement of qualifications (RFSQ-CD-20-31) for Professional Hydrogeological Services. These services will be used on an as-needed basis to expand our infrastructure for sustainable growth which includes water source development, water supply and monitoring, well design and construction, aquifer performance tests, raw water quality analysis and evaluation, emergency well field power.</p> <p>The current continuing hydrogeological service contract expires April 2020.</p> <p>In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff received a qualification package from (1) one firm, Connect Consulting, Inc., (CCI), of High Springs, FL. Their qualifications were reviewed by a committee consisting of three City staff. The proposal was evaluated based on their project understanding, over 40 years' experience with local utility projects, technical capability, and the project team. After reviewing the qualifications, staff recommended awarding the contract to Connect Consulting, Inc.</p> <p>The proposed continuing services contract will be for a period of two years with options for three one-year renewals. City staff will present City Council with work orders for consideration as services are needed and in accordance with the City's Purchasing Policy.</p>		
Recommended Action : ADOPT RESOLUTION 2020-XX APPROVING A MASTER SERVICE AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES ON AN AS NEEDED BASIS		

RESOLUTION 2020-_____
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA

ATTEST:

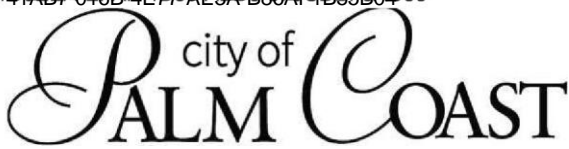
MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" - Contract - Connect Consulting, Inc.

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney



Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Professional Hydrogeological Services - RFSQ-CD-20-31

Date: 1/31/2020

Appeal Deadline: Appeals must be Filed by 5:00 PM on 2/5/2020

	Points
Connect Consulting, Inc. Lake Helen, Florida	93.33

The intent of the City of Palm Coast is to award Professional Hydrogeological Services to Connect Consulting, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding the NOIT please contact Procurement Coordinator jkscott@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



RFSQ-CD-20-31 - Professional Hydrogeological Services

Project Overview

Project Details	
Reference ID	RFSQ-CD-20-31
Project Name	Professional Hydrogeological Services
Project Owner	Jesse Scott
Project Type	RFP
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Request for Statement of Qualifications is issued for the purpose of acquiring a professional hydro geologist for the City of Palm Coast. The engineering firm will provide hydro geological and construction oversight services and turn-key design/construction services for the City of Palm Coast.
Open Date	Jan 08, 2020 8:00 AM EST
Intent to Bid Due	Jan 29, 2020 5:00 PM EST
Close Date	Jan 30, 2020 2:00 PM EST

Awarded Suppliers	Reason	Score
Connect Consulting, Inc.		93.33 pts



Seal status

Requested Information	Unsealed on	Unsealed by
RFSQ Proposal	Jan 30, 2020 2:18 PM EST	Jesse Scott
Required Forms 1 - 4	Jan 30, 2020 2:18 PM EST	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Jan 30, 2020 2:53 PM EST	No
Alex Blake	Jan 30, 2020 2:59 PM EST	No
Jesse Scott	Jan 30, 2020 2:19 PM EST	No
Carmelo Morales	Jan 31, 2020 8:10 AM EST	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	Completed as requested
Project Understanding and Proposal	25 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services.
Experience with similar projects, technical capability and qualifications	40 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes.
Project Team	35 pts	0 = Does not meet requirements 1 = Below Average 2 = Average 3 = Above Average 4 = Well Above Average 5 = Outstanding Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the



		organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Project Understanding and Proposal	Experience with similar projects, technical capability and qualifications	Project Team
Supplier	/ 100 pts	Pass/Fail	/ 25 pts	/ 40 pts	/ 35 pts
Connect Consulting, Inc.	93.33 pts	Pass	23.33 pts	37.33 pts	32.67 pts

RESOLUTION 2020-28
PROFESSIONAL HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE A MASTER SERVICES AGREEMENT WITH CONNECT CONSULTING, INC., FOR PROFESSIONAL HYDROGEOLOGICAL SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to provide professional hydrogeological services throughout the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Connect Consulting Inc., for the above mentioned services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the master services agreement with Connect Consulting, Inc., for professional hydrogeological services, as attached hereto and incorporated herein for reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreements as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

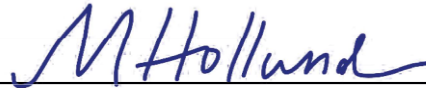
SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

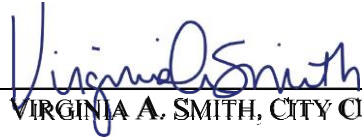
DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 18th day of February 2020.

CITY OF PALM COAST, FLORIDA



MILISSA HOLLAND, MAYOR

ATTEST:



VIRGINIA A. SMITH, CITY CLERK



Attachment: Exhibit "A" - Contract - Connect Consulting, Inc.

Approved as to form and legality

Approved as to form a

William E. Reischmann, Jr., Esq.

City Attorney



STAFF REPORT

Regular City Commission Meeting

January 23, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: January 23, 2024

Item Name: Resolution 2025-06. A Resolution by the City Commission of the City of Flagler Beach, to award Bid No. FB-24-2307 Project # 260 Pier Construction to Vecellio & Grogan in an amount not to exceed \$14,142,027; providing for conflict and an effective date.

Background: The City’s icon Pier was originally constructed nearly one hundred years ago. This structure not only defines Flagler Beach, but used frequently utilized to represent Flagler County. The Pier drew thousands of visitors annually before being damaged sufficiently to require its closure following several recent hurricanes (Matthew, Ian, Nicole).

The City retained Moffatt & Nichol in August, 2022, as the engineering design consultant to rebuild the Pier. Mr. Gabriel Perdomo has served as the principal engineer for the design effort, frequently sharing conceptual drawings and timelines for the reconstruction effort.

In 2024, the City solicited qualifications from interested contractors for the demolition and reconstruction of the Pier: four contractors were designated as pre-qualified to submit proposals for the Pier project. On December 10, 2024, the one bid submitted from among the pre-qualified contractors was opened. Vecellio & Grogan, the lone submission, has extensive related experience as indicated in the bid document (see p. 15): Jacksonville Beach, Ft. Pierce, and St. Augustine.

The proposal from Vecellio & Grogan has been reviewed by Mr. Perdomo (comments and comparison to engineer estimate attached).

Fiscal Impact: Funding for the project will be from a variety of sources. The Federal Emergency Management Agency (FEMA) will provide 75% of the final costs. The remaining 25% will be provided by the State of Florida: half from the Florida Department of Emergency Management (FDEM) and half from the Department of Environmental Protection (FDEP; a Legislative Line Item appropriation). Since the funding provided by the federal and state agencies will be reimbursements, the City has secured a short-term loan through Regions Capital Advantage in an amount not to exceed \$21,000,000 to timely fund the project. The anticipated reimbursements will be “piecemeal”: the contractor will submit an invoice for work completed, the City will pay the invoice through short-term loan funds, then the City will seek reimbursement from FEMA/FDEM/FDEP, and then re-pay the short-term loans funds (and interest) on a recurring cycle through the project.

Staff Recommendation: Staff recommends approval of Resolution 2025-06.

- Attachments:**
- Resolution 2025-06
 - Proposal, Vecellio & Grogan (December 10, 2024)
 - Review/Comparison, G. Perdomo (December 12, 2024)

RESOLUION 2025-06

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, TO AWARD BID NO. FB-24-2307 PROJECT # 260 PIER CONSTRUCTION TO VECELLIO & GROGAN IN AN AMOUNT NOT TO EXCEED \$14,142,027; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City Pier, constructed nearly one hundred years ago, serves as the iconic structure of the City of Flagler Beach, but due to age and storm-related damage, the Pier was closed in 2022; and,

WHEREAS, the City retained Moffatt & Nichol to serve as an engineering design consultant for the demotion and reconstruction of the Pier; and,

WHEREAS, City staff worked diligently with federal and state officials to secure adequate funding to rebuild the Pier; and,

WHEREAS, City staff solicited interested contractors to pre-qualify for the demolition and preconstruction project, and subsequently received one proposal for the project; and,

WHEREAS, Moffatt & Nichol representatives have reviewed the proposal and recommend that the City award the Pier demolition and reconstruction project to Vecellio & Grogan;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. The City of Flagler Beach City Commission awards the contract for the Pier demolition and reconstruction (Project # 260) to Vecellio & Grogan in an amount not to exceed \$14,142,027 (Exhibit A).

SECTION 2. City staff will coordinate review and payment for costs associated with the project to ensure compliance with federal and state regulations.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 23rd DAY OF JANUARY, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Attachment: Exhibit A



SECTION 00 41 13 BID FORM

**CITY OF FLAGLER BEACH
FLAGLER BEACH FISHING PIER REPLACEMENT 2024-2026**

**CITY PROJECT NO.: 260
CITY INVITATION TO BID NO: FB-242307**



November 1, 2024



**INVITATION TO BID
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Article 4 – Bidder’s Certification	2
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Article 6 – Time of Completion.....	5
Article 7 – Attachments to this Bid.....	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	6

END OF TABLE OF CONTENTS

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
- City of Flagler Beach
105 S 2nd Street
Flagler Beach, FL 32136*
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:
- | <u>Addendum No.</u> | <u>Addendum, Date</u> |
|-----------------------------|---|
| <u>One (1)</u> | <u>November 14, 2024</u> |
| <u>Two (2)</u> | <u>November 21, 2024</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance



of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given CMA written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by CMA is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 — BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price from Bid Schedule below.	\$14,142,027.00
--	------------------------

BID SCHEDULE					
BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
	General Conditions & Mobilization		LS	\$	\$
1	Mobilization	1	LS	\$ 1,428,000.00	\$ 1,428,000.00
2	General Conditions	1	LS	\$ 3,182,000.00	\$ 3,182,000.00
3	Ped Access	1	LS	\$ 41,000.00	\$ 41,000.00
4	Trestle	1	LS	\$ 2,672,000.00	\$ 2,672,000.00
5	Geotech Data Collection & Analysis	1	LS	\$ 62,200.00	\$ 62,200.00
	Subtotal				\$ 7,385,200.00
	Demolition				
6	Locate and Remove all Underwater Obstructions and Debris	1	LS	\$ 125,500.00	\$ 125,500.00
7	Removal of Remaining Pier Spans	1	LS	\$ 135,800.00	\$ 135,800.00
8	Remove and Dispose of Timber Pilings	1	LS	\$ 117,200.00	\$ 117,200.00
9	Remove Deck Planks	1	LS	\$ 8,200.00	\$ 8,200.00
	Subtotal				\$ 386,700.00
	Existing Pier Repairs				
10	Structural Pile Jackets	3	EA	\$ 8,100.00	\$ 24,300.00
11	Replacement of Pile Jackets	2	EA	\$ 9,240.00	\$ 18,480.00
12	Pile Collars and Jacking	4	EA	\$ 3,100.00	\$ 12,400.00
13	Misc. Timber Repairs	1	LS	\$ 192,000.00	\$ 192,000.00
	Subtotal				\$ 247,180.00
	New Pier Construction				
14	Furnish Concrete Piles	80	EA	\$ 11,100.00	\$ 888,000.00
15	Install Concrete Piles	1	LS	\$ 1,175,000.00	\$ 1,175,000.00
16	Concrete Pile Caps	19	EA	\$ 43,500.00	\$ 826,500.00
17	Concrete Stringers	91	EA	\$ 9,275.00	\$ 844,025.00
18	Cross Girders at Canopy Columns	24	EA	\$ 4,140.00	\$ 99,360.00
19	Wood Decking	13,957	SF	\$ 49.00	\$ 683,893.00
20	Hand Raining	1,473	LF	\$ 135.00	\$ 198,855.00
21	Fire Water Service	665	LF	\$ 307.00	\$ 204,155.00
22	Potable Water Service & Fish Cleaning Stations	653	LF	\$ 103.00	\$ 67,259.00
23	Pier Lighting	1	LS	\$ 630,000.00	\$ 630,000.00
	Subtotal				\$ 5,617,047.00
	Pier Appurtenances				
24	Shade Structures	3	EA	\$ 152,800.00	\$ 458,400.00
25	Pier Appurtenances	1	LS	\$ 47,500.00	\$ 47,500.00
	Subtotal				\$ 505,900.00
				TOTAL BID	\$ 14,142,027.00

INVITATION TO BID

Section 00 41 13


Page 3 of 5

Flagler Beach Fishing Pier

Page 136 of 297



Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Acknowledged:  - Matthew Farley, Vice President 12/10/2024
Signature Date

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 4.02 of the Owner-Contractor Agreement on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in accordance with Paragraph 4.03 of the Owner-Contractor Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting Attachments A through O
 - G. Submit sealed bids including one original copy, four (4) identical paper copies, and one (1) electronic copy in pdf format on USB or CD.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**BIDDER: *[Indicate correct name of bidding entity]*Vecellio & Grogan, Inc.

By:

*[Signature]**[Printed name]*Matthew Farley, Vice President*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]**[Printed name]*Michele Wikel Lilly

Title:

Secretary, Treasurer & Corporate Controller

Submittal Date:

December 10, 2024

Address for giving notices:

2251 Robert C. Byrd Dr.Beckley, WV 25802

Telephone Number:

(304)252-6575

Fax Number:

(304)252-4131

Contact Name:

Matthew Farley

Contact e-mail address:

Matt.Farley@vecelliogrogan.com

Bidder's License No.:

CGC1529919**END OF SECTION**

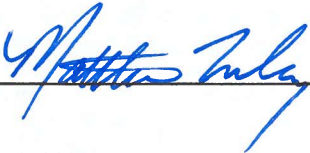


SECTION 00 01 50
FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650.

Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

Name: Vecellio & Grogan, Inc.

Authorized Signature:  Matthew Farley

Date: December 10, 2024

Title: Vice President

END OF SECTION



SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

Project Name: **FLAGLER BEACH FISHING PIER REPLACEMENT 2024-2026 City Project No.: 260**

Company Name: Vecellio & Grogan, Inc..

Contact Name: Matthew Farley

E-mail Address: Matt.Farley@vecelliogrogan.com

Mailing Address: 2251 Robert C. Byrd Dr.
Beckley, WV 25802

Phone Number: (304)252-6575

Fax Number: (304)252-4131

Contractor License Number: CGC1529919

The CITY will post addenda information at Onvia DemandStar, Inc., at the following web address: www.demandstar.com. For technical assistance with this website, please contact Onvia Services at 1-800-711-1712. All Bidders should check the Onvia DemandStar website at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the submittal as unresponsive. Bidders shall sign, date, and return all addenda with their bid. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda. Oral and other interpretations or clarifications will be without legal effect.

The following Addenda were received:

Addendum No. One (1) Date Received 11/14/2024

Addendum No. Two (2) Date Received 11/21/2024

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

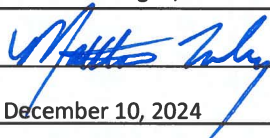
Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____



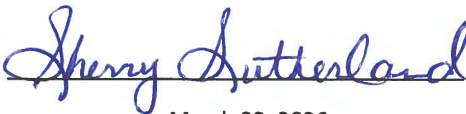
The Bidder acknowledges the receipt, execution, and return of the following attachments:

- Attachment A: Certificate of Corporation
- Attachment B: Contractor Questionnaire
- Attachment C: Required Disclosure
- Attachment D: Bidder Information
- Attachment E: Experience of Bidder
- Attachment F: Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Attachment G: Affidavit of Non-Collusion
- Attachment H: Certification of Non-Segregated Facilities
- Attachment I: Drug-Free Work Place
- Attachment J: Conflict of Interest Statement
- Attachment K: Compliance with Public Records Law
- Attachment L: Americans with Disabilities Act Affidavit
- Attachment M: List of Licenses and Certifications
- Attachment N: List of Proposed Subcontractors/Suppliers
- Attachment O: List of Proposed Equipment

Name: Vecellio & Grogan, Inc.
Authorized Signature:  Matthew Farley
Date: December 10, 2024
Title: Vice President

The foregoing instrument was acknowledged before me this 10th day of December, 2024,
by Matthew Farley of Vecellio & Grogan, Inc.
(Officer Name) (Company)

on behalf of the company. He/She is personally known to me or has produced
_____ identification.

Notary Public: 
My Commission Expires: March 23, 2026



Sherry Sutherland
Notary Public, State of Florida
My Comm. Expires March 23, 2026
Commission No. HH225234

END OF SECTION



REQUEST FOR QUALIFICATION FORMS

ATTACHMENT A
CERTIFICATE OF CORPORATION

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.
See Vecellio & Grogan, Inc. Certificate of Secretary and Certificate of Status from State of Florida attached

STATE OF FLORIDA

COUNTY OF Duval

I HEREBY CERTIFY that a meeting of the Board of Directors of Vecellio & Grogan, Inc., a corporation under the laws of the State of West Virginia, was held on July 17, 2024. The following resolution was duly passed and adopted:

“RESOLVED, that Matthew Farley as Vice President of the corporation is hereby authorized to execute the Contract dated TBD 20 , between The City of Flagler Beach, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 10th day of December, 2024.



Corporate Secretary Michele Wikel Lilly

END OF ATTACHMENT A



**VECELLIO
& GROGAN, INC.**

**Secretary's Certificate
Of
Vecellio & Grogan, Inc.**

I HEREBY CERTIFY that I am the duly elected Secretary of Vecellio & Grogan, Inc. (the Corporation), and that the following is the resolution duly adopted at a meeting of the Board of Directors of the Corporation held on the 17th day of July 2024 and, I further certify that the said resolutions remain in full force and effect as of the date hereof and have not been amended or revised in any respect.

RESOLVED that the following officers were unanimously elected:

Leo A. Vecellio, Jr.	Chairman of the Board, President & Chief Executive Officer (450 Royal Palm Way, 2 nd Floor, Palm Beach, FL 33480)
Michael A. Vecellio	President – Construction (450 Royal Palm Way, 2 nd Floor, Palm Beach, FL 33480)
Christopher S. Vecellio	Senior Vice-President & Chief Operating Officer (450 Royal Palm Way, 2 nd Floor, Palm Beach, FL 33480)
Matthew Farley	Vice-President – Construction (720 Talleyrand Ave., Jacksonville, FL 32206)
Michele Wikel Lilly	Secretary, Treasurer & Corporate Controller (2251 Robert C Byrd Dr., Beckley, WV 25801)

FURTHER RESOLVED, that it is for the best interests and welfare of this Corporation that this Board of Directors for itself, and its duly constituted and elected successors, constitute, appoint, designate, direct, authorize and empower the executive officers of this corporation, and each of them, to-wit: Leo A. Vecellio, Jr., Chairman of the Board; Kathyrn C. Vecellio, Vice-President; Christopher S. Vecellio, Senior Vice-President; and Michael A. Vecellio, President-Construction; to act in all matters pertaining to the business of this corporation which may be necessary for the carrying on of legitimate business for which this corporation was incorporated.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of December 2024.

Vecellio & Grogan, Inc.



Michele Wikel Lilly
Secretary, Treasurer & Corporate Controller

State of Florida

Department of State

I certify from the records of this office that VECCELLIO & GROGAN, INC. is a West Virginia corporation authorized to transact business in the State of Florida, qualified on April 24, 1980.


The document number of this corporation is 845817.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 28, 2024, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of
November, 2024*




Secretary of State

Tracking Number: 2029283914CU

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

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



SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS
ATTACHMENT B

CONTRACTOR QUESTIONNAIRE

DATE: 12/10/2024

NAME OF BIDDER: Vecellio & Grogan, Inc.

BUSINESS ADDRESS: 2251 Robert C. Byrd Dr., Beckley, WV 25802

PHONE NUMBER: (304)252-6575

CONTRACTOR'S FL LICENSE #: CGC1529919

EXPIRATION DATE: August 31, 2026

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets as necessary.

1. How many years has your organization been in business as a General Contractor?

Vecellio & Grogan, Inc. has been in business since 1938. - 86 years as a General Contractor

2. How many years has your organization been in business as a Subcontractor?

Vecellio & Grogan, Inc. has been in business since 1938. - 86 years as a Subcontractor

3. Name of Superintendent and length of time with your company?

Michael Chmara - with Vecellio & Grogan or its divisions for 4 years, and over 42 years in the industry

Fred Chapin - with Vecellio & Grogan or its divisions for 11 years, and over 24 years in the industry

JAX Beach Pier (2019-2022) City of Jacksonville \$9,955,512.00 - Tim Thacker (904)470-3902

City of Ft. Pierce Marina (2014-2015) City of Ft. Pierce \$11,080,000.00 - Bellingham Marine Kevin Thompson (904)358-3362

Skyway Bridge Wave Attenuation D-B (2022-2023) FDOT - \$6,345,131.37 - Jim Fitzer (813)286-1711

C204038-I-26/US-7/NC-108 Interchange (2017-2019) NCDOT - \$27,427,194.19 C.S. "Shep" Cordray (828)891-5367

City of St. Augustine Marina (2012-2013) City of St. Augustine - \$3,116,000.00- Sam Aduklewicz (904)825-1001

No

See Exhibit A attached hereto.

See Exhibit A attached hereto.

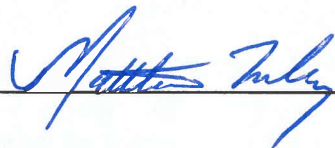
No



9. Have you personally inspected the site of the proposed Work? Describe, in full, any anticipated problems with the site and your proposed solutions?

Yes, we have personally inspected the site and at this time, we do not anticipate any problems with the site beyond ordinary construction challenges, however we do anticipate some potential problems binding a Builder's Risk Policy in accordance with the Bid Documents. The current insurance market indication is that based on the construction and location of risk there currently is limited capacity available in the market to provide a Builder's Risk Policy and Lloyd's of London may be the only potential option. If successful in obtaining a policy, the market further indicates that any builder's risk policy that might be obtained would include a sub-limit for wind and flood. The market anticipates the maximum sub-limit for wind and flood coverage would be \$5,000,000 for this type of policy.

Bidder Name: Vecellio & Grogan, Inc.

Signature:  Matthew Farley

Title: Vice President

Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Duval


Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this 10th day of December, 2024.

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: _____



Sherry Sutherland
Notary Public, State of Florida
My Comm. Expires March 23, 2026
Commission No. HH225234

END OF ATTACHMENT B



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
VECELLIO & GROGAN, INC.

Filing Information

Document Number 845817
FEI/EIN Number 55-0345840
Date Filed 04/24/1980
State WV
Status ACTIVE

Principal Address

2251 ROBERT C BYRD DRIVE
BECKLEY, WV 25801

Changed: 03/17/2010

Mailing Address

P.O. BOX 2438
BECKLEY, WV 25802

Changed: 02/27/2004

Registered Agent Name & Address

SULLIVAN, MICHAEL
450 Royal Palm Way
2nd Floor
PALM BEACH, FL 33480

Name Changed: 03/28/2024

Address Changed: 04/10/2023

Officer/Director Detail

Name & Address

Title ASSISTANT SECRETARY

GWINN, LOMAN L
2251 ROBERT C. BYRD DRIVE
BECKLEY, WV 25801

Title P/D

VECELLIO, LEO A, Jr.
450 Royal Palm Way
2nd Floor
Palm Beach, FL 33480

Title Director of Finance, Compliance, and Tax

SMITH, ROBERT D
450 Royal Palm Way
2nd Floor
Palm Beach, FL 33480

Title D

VECELLIO, KATHRYN C
450 Royal Palm Way
2nd Floor
Palm Beach, FL 33480

Title D

VECELLIO, CHRISTOPHER S
450 Royal Palm Way
2nd Floor
Palm Beach, FL 33480

Title D

VECELLIO, MICHAEL A
450 Royal Palm Way
2nd Floor
Palm Beach, FL 33480

Title VP

Farley, Matthew A
2251 Robert C. Byrd Dr.
BECKLEY, WV 25801

Title SECRETARY, TREASURER, & CORPORATE CONTROLLER

Lilly, Michele Wikel
2251 ROBERT C BYRD DRIVE
BECKLEY, WV 25801

Title VP of Finance

Sullivan, Michael
450 Royal Palm Way
2nd Floor
Palm Beach, FL 33480

Title President, Quarries

Hurley, James M, IV
 1645 North Congress Ave.
 West Palm Beach, FL 33409

Annual Reports

Report Year	Filed Date
2022	04/29/2022
2023	04/10/2023
2024	03/28/2024

Document Images

03/28/2024 – ANNUAL REPORT	View image in PDF format
04/10/2023 – ANNUAL REPORT	View image in PDF format
04/29/2022 – ANNUAL REPORT	View image in PDF format
03/30/2021 – ANNUAL REPORT	View image in PDF format
04/30/2020 – ANNUAL REPORT	View image in PDF format
04/02/2019 – ANNUAL REPORT	View image in PDF format
04/26/2018 – ANNUAL REPORT	View image in PDF format
03/03/2017 – ANNUAL REPORT	View image in PDF format
03/25/2016 – ANNUAL REPORT	View image in PDF format
02/19/2015 – ANNUAL REPORT	View image in PDF format
03/18/2014 – ANNUAL REPORT	View image in PDF format
01/31/2013 – ANNUAL REPORT	View image in PDF format
02/21/2012 – ANNUAL REPORT	View image in PDF format
02/21/2011 – ANNUAL REPORT	View image in PDF format
03/17/2010 – ANNUAL REPORT	View image in PDF format
03/31/2009 – ANNUAL REPORT	View image in PDF format
02/08/2008 – ANNUAL REPORT	View image in PDF format
08/30/2007 – ANNUAL REPORT	View image in PDF format
08/20/2007 – ANNUAL REPORT	View image in PDF format
01/22/2007 – ANNUAL REPORT	View image in PDF format
02/28/2006 – ANNUAL REPORT	View image in PDF format
04/27/2005 – ANNUAL REPORT	View image in PDF format
02/27/2004 – ANNUAL REPORT	View image in PDF format
01/21/2003 – ANNUAL REPORT	View image in PDF format
02/19/2002 – ANNUAL REPORT	View image in PDF format
01/26/2001 – ANNUAL REPORT	View image in PDF format
01/21/2000 – ANNUAL REPORT	View image in PDF format
02/01/1999 – ANNUAL REPORT	View image in PDF format
01/16/1998 – ANNUAL REPORT	View image in PDF format
01/16/1997 – ANNUAL REPORT	View image in PDF format
02/07/1996 – ANNUAL REPORT	View image in PDF format
02/14/1995 – ANNUAL REPORT	View image in PDF format

8/29/24, 9:00 AM

Detail by Entity Name

Section 7, Item b.

Florida Department of State, Division of Corporations



SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS
ATTACHMENT C
REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state of the United States against (i) the Bidder, (ii) any business entity related to or affiliated with the Bidder or (iii) any present or former owner of the Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%) or less of the outstanding shares of the Bidder whose stock is publicly owned and traded:

Not Applicable

Bidder Name: Vecellio & Grogan, Inc.

Signature:  Matthew Farley

Title: Vice President

Date: 12/10/2024

END OF ATTACHMENT C



SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS
ATTACHMENT D BIDDER INFORMATION

List the full legal name of each officer of the Corporation.

President: Michael A. Vecellio

Signature: *Michael A. Vecellio* **Date:** 12/4/24

Vice-President: Matthew Farley

Signature: *Matthew Farley* **Date:** 12/9/24

Secretary: Michele Wikel Lilly

Signature: *Michele Wikel Lilly* **Date:** 12/10/24

Treasurer: Michele Wikel Lilly

Signature: *Michele Wikel Lilly* **Date:** 12/10/24

List the Corporate Officer that will sign the contract: Matthew Farley

END OF ATTACHMENT D



SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS
ATTACHMENT E
EXPERIENCE OF BIDDER

Bidder Name: Vecellio & Grogan, Inc.

Authorized Signature:  Date: 12/10/2024
Matthew Farley, Vice President

Is your company currently involved in any active litigation? ☒ Yes ☐ No
If Yes, explain: See Exhibit B attached hereto

Has your company ever been sued? ☒ Yes ☐ No
If Yes, explain and/or submit court decision or judgment, as applicable:
See Exhibit B attached hereto. Vecellio & Grogan, Inc. has provided the litigation history for the last
seven years as there is no time frame stated in the bid documents. If further information is required,
please feel free to contact us.

The Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of lift stations rehabilitations or new installations. Any material misrepresentation, as determined by the City of Flagler Beach, shall result in disqualification.

On the following pages, provide the requested information regarding experience within the past five (5) years on three (3) projects as listed above. These projects must be new or rehabilitation of fishing piers similar in nature to the proposed Flagler Beach Fishing Pier as designed by Moffat & Nichol.



Project #1:

Contract Date: 11/5/2019

Contract Amount: \$ 9,955,512.00

Project Name: Jacksonville Beach Pier

Project Location: Jacksonville Beach, Florida

General Scope of Work: Project consisted of removal and disposal of approximately 520 LF of existing pier lying on the ocean floor. Install 96 ea 24" x 24" concrete piling ranging from 60' to 130' in length. Precast caps set and grouted in position on 40' spacing. 92 ea 40' long concrete beams spanned from cap to cap. New deck panels were secured between the beams. Water and electrical utilities were run the length of the pier.

Client Name and Address: City of Jacksonville

214. N. Hogan St.

Jacksonville, FL 32202

Client Contact Phone: (904) 470-3902 - Tim Thacker

Client Contact Email: ThackerT@etminc.com

Was the project completed on schedule? ☒ Yes ☐ No

Total Amount of Change Orders: \$ 75,017.71

Reasons for Change Orders: Delays due to permitting and angle bent materials

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Project #2:

Contract Date: November 5, 2020

Contract Amount: \$ 406,840.00

Project Name: Fort Caroline Park Pier Repairs - Owner: National Park Service

Project Location: Jacksonville, Florida

General Scope of Work: Demolition and repair of damage to concrete pier. Demolish and replace 13 each 14" concrete piles, approximately 700 SF of concrete deck and miscellaneous timber fender piles.

Client Name and Address: Norfolk Tug Company - Prime Contractor
508 East Indian River Rd.
Norfolk, VA 32523

Client Contact Phone: (757) 408-2030 - John Ryan

Client Contact Email: jryan@uswtllc.com

Was the project completed on schedule? ☒ Yes ☐ No

Total Amount of Change Orders: \$ 520.00

Reasons for Change Orders: Extra Tugging

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Project #3:

Contract Date: 12/1/2020

Contract Amount: \$ \$1,703,852.34

Project Name: Gordy Road Bridge Replacement

Project Location: St. Lucie County, Florida

General Scope of Work: The proposed project entails demolition of the existing Gordy Road bridge and construction of a concrete, pile-supported bridge in the same location as the existing structure. The proposed permanent bridge will be approximately 27 feet wide and include 2.5- and 1.5-foot shoulders on the west and east sides, respectively and a 8.5-foot sidewalk on the east side.

Client Name and Address: St. Lucie County

2300 Virginia Ave.

Ft. Pierce, FL 34982

Client Contact Phone: (772) 462-1712 - Lisa Campbell

Client Contact Email: CampbellL@st.lucieco.org

Was the project completed on schedule? X Yes No

Total Amount of Change Orders: \$ N/A

Reasons for Change Orders: did not exceed contractual contingency amounts

END OF ATTACHMENT E



SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

This sworn statement is submitted to: The City of Flagler Beach (Public entity)

By: Matthew Farley - Vice President
(Individual's name and title)

For: Vecellio & Grogan, Inc.
(Name of entity submitting sworn statement)

Whose business address is: 2251 Robert C. Byrd Dr.
Beckley, WV 25802

Federal Employer Identification Number (FEIN): 55-0345840
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair



market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

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

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



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF FLAGLER IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: , Matthew Farley

Date: 12/10/2024

State of: Florida

County of: Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Matthew Farley who, after first being sworn by me,
(Name of individual signing)


affixed his ~~her~~ signature in the space provided above on this 10th day of December, 20 24.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Duval


Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of
online notarization ☐ OR physical presence ☒
this 10th day of December, 20 24.
Personally Known ☒ OR Produced identification ☐
Type of Identification Produced: _____

 Sherry Sutherland
Notary Public, State of Florida
My Comm. Expires March 23, 2026
Commission No. HH225234



SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

ATTACHMENT G AFFIDAVIT OF NON-COLLUSION

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 10th day of December, 20 24.

Vecellio & Grogan, Inc.

(Bidder Name)

Vice President

(Title)

(Signature)

Matthew Farley

ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Duval

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 10th day of December, 20 24.

Notary Public:

Sherry Sutherland

My Commission Expires: March 23, 2026

END OF ATTACHMENT G



Sherry Sutherland
Notary Public, State of Florida
My Comm. Expires March 23, 2026
Commission No. HH225234



**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT H
CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of his establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Name: Vecellio & Grogan, Inc.

Signature: 
Matthew Farley

Date: 12/10/2024

Title: Vice President

Official Address: 2251 Robert C. Byrd Dr., Beckley, WV 25802

END OF ATTACHMENT H



**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

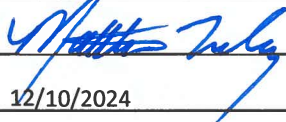
**ATTACHMENT I
DRUG-FREE WORKPLACE**

In accordance with section 287.087, Florida Statutes, the undersigned vendor hereby certifies that

Vecellio & Grogan, Inc. (Name of Business):

1. Publishes 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. Informs 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. Gives each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or requires 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. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of the matters set forth above.

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

Name: Matthew Farley
Signature: 
Date: 12/10/2024
Title: Vice President

END OF ATTACHMENT I




**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

ATTACHMENT J CONFLICT OF INTEREST STATEMENT

Before me, the undersigned authority, personally appeared Matthew Farley,
who was duly sworn, deposes, and states:

1. I am the Vice President of Vecellio & Grogan, Inc. with a local office in Jacksonville, FL and principal office in Beckley, WV.
2. The above-named entity is submitting an Expression of Interest for the City of Flagler Beach project described as bid number FB-242307.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of the City of Flagler Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Flagler Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Flagler Beach in writing.



Signature of Affiant

END OF ATTACHMENT J




ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Duval


Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of
online notarization ☐ OR physical presence ☒
this 10th day of December, 2024.
Personally Known ☒ OR Produced identification ☐
Type of Identification Produced: _____

 Sherry Sutherland
Notary Public, State of Florida
My Comm. Expires March 23, 2026
Commission No. HH225234

END OF ATTACHMENT J

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**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT K
COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or thirty (30) days after receiving submittals, they 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.

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 of Flagler Beach in a separate envelope marked accordingly.

Company Name: Vecellio & Grogan, Inc.

Authorized representative Printed Name: Matthew Farley, Vice President

Authorized Representative Signature: 

Date: 12/10/2024

END OF ATTACHMENT K




SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

ATTACHMENT L
AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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


Name: Vecellio & Grogan, Inc.
Authorized Signature:  Matthew Farley
Date: 12/10/2024
Title: Vice President
Affix Corporate Seal:

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Duval


Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of
online notarization ☐ OR physical presence ☒
this 10th day of December, 2024.
Personally Known ☒ OR Produced identification ☐
Type of Identification Produced: _____

 Sherry Sutherland
Notary Public, State of Florida
My Comm. Expires March 23, 2026
Commission No. HH225234

END OF ATTACHMENT L



REQUEST FOR QUALIFICATION FORMS

ATTACHMENT M ADDITIONAL PROCUREMENT CLAUSES

TERMINATION FOR CAUSE AND CONVENIENCE

1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Agreement, in whole or in part, as further set forth in this Section 17, if Contractor: (i) fails to begin the Work under the Contract Documents within the time specified herein; (ii) fails to properly and timely perform the Work as directed by the City or as provided for in the approved Progress Schedule; (iii) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; (iv) discontinues the prosecution of the Work; (v) fails to resume Work which has been suspended within a reasonable time after being notified to resume Work; (vi) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; (vii) allows any final judgment to stand against it unsatisfied for more than ten (10) days; (viii) makes an assignment for the benefit of creditors; (ix) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; and/or (x) materially breaches any other provision of the Contract Documents.

2. City shall notify Contractor in writing of Contractor's default(s). If the City determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the City, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the City, in its sole discretion, may choose.

3. If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages, and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the City incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to City, on demand, the full amount of such excess, including costs of collection, attorneys' fee (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the City, as the case may be, and this obligation for payment shall survive termination of the Agreement.

4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Work hereunder.

5. If, after notice of termination of Contractor's right to proceed pursuant to this Section 17, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the City shall be the same as and



limited to those afforded Contractor below under Subsection 18.1, below, regarding termination of the Agreement for convenience.

DEBARMENT AND SUSPENSION

1. City shall have the right to terminate the Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor’s recovery against City shall be limited to (i) that portion of the Contract Amount earned through the date of termination; (ii) any retainage withheld up to the date of termination, and (iii) actual out-of-pocket costs arising directly and solely from termination of this Agreement not to exceed under any circumstance five percent (5%) of that portion of the Contract Amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
2. City shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days’ prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor’s sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) *Definitions.* As used in this clause, the terms *backhaul*; *covered foreign country*; *covered telecommunications equipment or services*; *interconnection arrangements*; *roaming*; *substantial or essential component*; and *telecommunications equipment or services* have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of the contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:



- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in the Contract are established procedures for reporting the information.
- (2) Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within ten (10) business days of submitting the information in Paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.*

- (1) Contractor shall insert the substance of this clause, including this Paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

COPYRIGHT AND DATA RIGHTS

Contractor grants to the City of Flagler Beach, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare



derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of the Contract, Contractor will identify such data and grant to the City of Flagler Beach or acquires on its behalf a license of the same scope as for data first produced in the performance of the Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of the Contract, Contractor will deliver to the City of Flagler Beach data first produced in the performance of the Contract and data required by the Contract but not first produced in the performance of the Contract in formats acceptable by the City of Flagler Beach.

BABAA

The Build America, Buy America Act ("BABAA"), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, focuses on maximizing the federal government’s use of services, goods, products, and materials produced and offered in the United States. BABAA requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure must be produced in the United States. USDA is working with the OMB Made in America Office to coordinate compliance with these procurement requirements.

By May 14, 2022, agencies and staff offices were required to ensure new USDA Financial Assistance awards and funding amendments to existing awards, in accordance with applicable legal requirements, comply with § 70914 of the Act by the incorporation of a BABAA preference in the terms and conditions. The [OMB Memorandum M-22-11](#), Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, Appendix I, provides an Example of Award Term – Required Use of American, Iron, Steel, Manufactured Products, and Construction Materials.

CONFLICT OF INTEREST IN PROCUREMENT

In accordance with 2 C.F.R. § 200.319(b), to ensure objective performance and eliminate unfair competitive advantage, any contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, or requests for proposals for this procurement shall be excluded from competing for this Contract. Contractor acknowledges that failure to comply with this requirement may result in disqualification from the procurement process and, if awarded, immediate termination of the Contract.

END OF ATTACHMENT M



REQUEST FOR QUALIFICATION FORMS

 ATTACHMENT N
 LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. In the table below, list all subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work. Use additional sheets as necessary.

Company Name	Description	Contact Name, Phone, and Email
GATE PRECAST	CONCRETE PILE & STRINGERS	RUSTY MELCOLM 904-613-8249 RMelcolm@gateprecast.com
BELLINGHAM MARINE	PIER UTILITIES	Jeff Pratt 904-358-3362 jpratt@bellingham-marine.com
APACHE FOREST PRODUCTS	TIMBER SUPPLY	WAYNE RIPLEY 804-744-7081 wayne@apachefp.com
MARSH FASTENERS	HARDWARE	CHRIS MARSH 800-453-4642 chris@marshfasteners.com
DENSO NORTH AMERICA	PILE JACKETS	THOMAS KEADLE 281-821-3355 tkeadle@densona.com
GRL ENGINEERS, INC.	DYNAMIC PILE TESTING	BRIAN MONDELLO 407-826-9539 BMondello@grlengineers.com
USA SHADE	SHADE STRUCTURES	ESTI GONZALEZ 407-340-6082 estiven.gonzalez@usa-shade.com
ACME BARRICADES	TRAFFIC CONTROL	MIKE MOORE 813-695-3690 mmoore@acmebarricades.com
MCGONIGLE ELECTRIC	ELECTRICAL	DAVID MCGONIGLE 904-669-7467 david@mcgonigleelectric.com
TITAN AMERICA	READY MIX CONCRETE	BRANDY ANDERSON 904-509-4288 banderson@titanamerica.com
NUCOR REBAR FABRICATION	REBAR MATERIAL	GEORGE COLSON 407-464-3710 George.colson@Nucor.com

END OF ATTACHMENT N



SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS
ATTACHMENT O
LIST OF LICENSES and CERTIFICATIONS

License/Cert. Name	Number	Issuing Authority	Expiration Date
General Contractors License	CGC1529919	State of Florida	08/31/2026
State Prequalification	F550345840004	Florida Department of Transportation	06/30/2025

END OF ATTACHMENT O

EXHIBIT A**(for Attachment B to City of Flagler Beach Bid No. FB-242307; Flagler Beach Fishing Pier)**

In response to the applicable questions under Attachment B to the Bid Documents for the referenced bid for the City of Flagler Beach, Bidder, Vecellio & Grogan, Inc. ("V&G") provides the following written explanation relating solely to two (2) Contracts where a State or governmental authority owner is imposing liquidated damages due to Project delays. There have been no claims against any bonds of V&G on any Project by a Project Owner. The referenced Projects are as follows:

1. Florida Department of Transportation (FDOT) Contract T3735 SR30 (US98) at CR 30A East Inlet Beach Pedestrian Crossing, Panama City, FL – Although FDOT has imposed liquidated damages, delays to the Project have been caused by significant changes to the scope of work, which led to FDOT requesting V&G to undertake redesign responsibilities to address the scope change. The scope in question concerns redesigning the tunnel from an un-constructable precast option to a cast-in-place structure and specialty lighting, which included long lead time items, of the tunnel and walkway and as such, material procurement lead times extended performance and completion of the scope of work. V&G has submitted notices of intent to seek additional time and additional compensation in accordance with the Contract Documents to address the delay causing issues. FDOT and V&G are presently working amicably to resolve all issues, including time extensions, in an effort to mitigate and hopefully eliminate the liquidated damages in question.
2. Virginia Department of Transportation (VDOT) Contract C0000056899B03 Replace I-81 NBL Br. Over New River, & Rt. 232 Br. Over I-81, Montgomery & Pulaski Counties, VA – This Project has been delayed by twenty-three (23) Owner / Engineer directed changes to V&G's work, as well as two Acts of God that occurred during the course of the Project. V&G has submitted notices of intent to seek additional time and additional compensation in accordance with the Contract Documents to address these issues. At this time, however, VDOT refuses to address any of these items until V&G reaches final completion of the work. V&G is working diligently to reach final completion to allow for negotiations of the assessed liquidated damages, as well as all claim issues, in accordance with the Contract Documents.

EXHIBIT B
(for Attachment B to City of Flagler Beach Bid No. FB-242307; Flagler Beach Fishing Pier)

Vecellio & Grogan, Inc. Litigation History for previous Seven (7) Years as of November 2024 (including pending litigation).

- (1) *Vecellio & Grogan, Inc. v. Thalle Construction Company, Federal Insurance Company and Liberty Mutual Insurance Company*, AAA Arbitration Case No.: 01-23-0005-5473 (2023), companion case with Palm Beach County Circuit Court Case No.: 502023 CA 016180 XXXAMB.

Nature of Dispute and Current Status:

This matter concerns a Subcontract dispute for work performed by Vecellio & Grogan, Inc. for the Prime Contractor Thalle Construction Company on a Project for the South Florida Water Management District located in Palm Beach County, Florida known as STA-1W Expansion #2. Vecellio & Grogan, Inc. provided labor, services and materials to Thalle pursuant to the Subcontract and Thalle Construction Company’s directions for which Vecellio & Grogan, Inc. is unpaid. Thalle Construction Company disputes the monies owed relating to the work on the Project. Vecellio & Grogan, Inc. also has brought the action against Thalle Construction Company’s Payment Bond sureties in an effort to recover the sums owed under the Payment Bond for the Project. At this time, the principal amount in dispute for monies owed to Vecellio & Grogan, Inc. is \$2,523,549.53.

The litigation is temporarily stayed by the Parties, but it remains **pending**. The temporary stayed was agreed to allow Thalle Construction Company the ability to pursue litigation with the South Florida Water Management District.

Parties represented by:

As to Plaintiff/Claimant:	Robert L. Frye General Counsel (561) 784-3487
As to Defendants/Respondents:	Dennis Parces General Counsel for Thalle Construction Company (919) 296-2146
Name of Project Owner:	South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406 (561) 686-8800

- (2) *Pine State Group, Inc. v. Graham County Land Company, LLC and Vecellio & Grogan, Inc.*, North Carolina Superior Court Case No.: 21 CVS 139 (2021)

Nature of Dispute and Current Status:

The matter concerns a dispute for monies claimed to be owed to Pine State Group by Graham County Land in the amount of \$37,285.88 for clearing a grubbing work on a highway bypass project in Rockingham County (Project No. C204368). Vecellio & Grogan was sued to ensure that monies are withheld from Graham County Land until payment is made to Pine State Group. The action as to Vecellio & Grogan is presently stayed as there is no issue between Pine State Group and Vecellio & Grogan at this time.

The matter continues to be litigated between Pine State Group and Graham County Land, and thus is still **pending**. However, there has been no active pursuit of the matter as to Vecellio & Grogan, Inc.

Parties represented by:

As to Plaintiff/Claimant:	Thomas Medlin, Jr. Hagan Barrett, PLLC (336) 232-0658
As to Defendant/Respondent:	Jeff Southerland (for Vecellio & Grogan, Inc.) Tuggle Duggins P.A. (336) 378-1431 Zeyland McKinney (for Graham County Land) McKinney Law Firm, P.A. (828) 837-9973
Name of Project Owner:	North Carolina Department of Transportation 300 DOT Drive Asheboro, NC 27204 (336) 318-4020

- (3) *Hal Jones Contractor, a division of Vecellio & Grogan, Inc. v. MasTec North America, Inc.*, AAA Arbitration Case No.: 01-19-0000-6676 (2019), companion case with Miami-Dade County Circuit Court Case No.: 2019-006916-CA-01.

Nature of Dispute and Current Status:

This matter concerns a Subcontract dispute for work performed by Hal Jones Contractor, a division of Vecellio & Grogan, Inc. for the Prime Contractor MasTec North America, Inc. on a Project located in Charleston, South Carolina for SCANA Services, a buying agent for SC Electric & Gas Co. Hal Jones Contractor, a division of Vecellio & Grogan, Inc.’s scope of work pertained to cutting steel caissons and piles in the Wando River and the Cooper River and the furnishing and installation of concrete poles, reinforcing steel and pouring of concrete pule caps. Hal Jones Contractor, a division of Vecellio & Grogan, Inc. and MasTec North America, Inc. dispute the monies owed relating to the work on the Project.

The litigation was amicably resolved by the parties and the Arbitration and lawsuit were **dismissed**. The terms of the settlement are confidential.

Parties represented by:

As to Plaintiff/Claimant: Daniel Vega (for MasTec North America, Inc.)
Formerly of Taylor Espino Vega & Touron, PLLC
Now, Delgado Vega, PLLC
(305) 452-7000

As to Defendants/Respondents: Brad Copenhaver (for Hal Jones Contractor, a
division of Vecellio & Grogan, Inc.)
VLP Copenhaver & Espino
(850) 224-6205

Name of Project Owner: SCANA Services
Address and Contact Information Currently Unknown

(4) *Vecellio & Grogan, Inc. v. American Mining Group, LLC*, AAA Arbitration Case No.: 02-19-0003-4707 (2019)

Nature of Dispute and Current Status:

This matter concerns a contract for excavation work at a surface mine site in Greenbrier County and Fayette County, West Virginia which was leased, permitted and operated by American Mining Group, LLC. Vecellio & Grogan filed for arbitration due to American Mining Group, LLC's refusal and failure to pay for overburden removal work, as well as other costs incurred by Vecellio & Grogan, Inc. American Mining Group, LLC disputes the monies owed. The principal amount in dispute for monies owed to Vecellio & Grogan, Inc. was \$1,626,703.16.

The litigation was amicably resolved by the parties and the Arbitration was **dismissed**. The terms of the settlement are confidential.

Parties represented by:

As to Plaintiff/Claimant: Robert L. Frye (pro hac vice through local counsel)
General Counsel
(561) 784-3487

As to Defendants/Respondents: James R. Christie
Christie Law Firm
(304) 842-5461

and

Robert V. Berthold, Jr.
Berthold Law Firm, PLLC
(304) 345-5700

Name of Project Owner: WPP LLC
Address and Contact Information Currently Unknown

- (5) *Monroe Bypass Constructors, LLC v. Vecellio & Grogan, Inc.*, AAA Arbitration Case No.: 01-19-0000-9140 (2019)

Nature of Dispute and Current Status:

This matter concerns a Subcontract dispute pertaining to a design-build contract. Monroe Bypass Constructors, LLC was the design builder pursuant to a contract with the North Carolina Department of Transportation to design and construct the approximately 20 mile long Monroe Connector/Bypass from US-74/I-485 in Mecklenberg County, NC to US 74 between Wingate and Marshville, NC, otherwise known as the Monroe Bypass Project ("Project"). Vecellio & Grogan, Inc. entered into a Subcontract with Monroe Bypass Constructors, LLC to perform the grading, erosion control, drainage and other site work for Segment II of the Project. Design issues arose relating to the embankment paved roadway, and the parties dispute entitlement to compensation related to correction of those roadway issues. The principal amount in dispute for monies owed to Vecellio & Grogan, Inc. was \$2,792,354.89.

The litigation was amicably resolved by the parties and the Arbitration was **dismissed**. The terms of the settlement are confidential.

Parties represented by:

As to Plaintiff/Claimant: Robert Burchette
Johnson, Allison & Hord, P.A.
(704) 332-1181

As to Defendants/Respondents: Larry Caudle
Kraftson Caudle
(703) 873-5500

Name of Project Owner: North Carolina Department of Transportation
1 S. Wilmington Street
Raleigh, NC 27601
(877) 368-4968

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:
(Name, legal status and address)

Vecellio & Grogan, Inc.
2251 Robert C Byrd Dr.
Beckley, WV 25801

OWNER:
(Name, legal status and address)

City of Flagler Beach
105 S 2nd Street
Flagler Beach, FL 32136

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square, 5PB
Hartford, CT 06183

BOND AMOUNT: Percent (5%) of the Bidder's Maximum Price

PROJECT:
(Name, location or address, and Project number, if any)

CITY OF FLAGLER BEACH FISHING PIER REPLACEMENT 2024-2026
CITY PROJECT NO: 260/CITY INVITATION TO BID NO: FB-242307

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WILLIAM D PHELPS** of **MELBOURNE**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **December**, **2024**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Signed and Sealed this 10th day of December, 2024

Sherry Sutherland
(Witness)

[Signature]
(Witness)

Vecellio & Grogan, Inc.
[Signature]
(Principal) (Seal)

Matt Farley, Vice President
(Title)

Travelers Casualty and Surety Company of America
[Signature]
(Surety) (Seal)

William D. Phelps, Attorney-In-Fact and FL Resident Agent
(Title)

From: Perdomo, Gabriel <GPerdomo@moffattnichol.com>
Sent: Thursday, December 12, 2024 5:42 PM
To: Penny Overstreet <POverstreet@CityofFlaglerBeach.com>; Bill Freeman <BFreeman@cityofflaglerbeach.com>; Christine Novak <cnovak@CityofFlaglerBeach.com>; Dale Martin <dmartin@cityofflaglerbeach.com>
Cc: Christine Novak <cnovak@CityofFlaglerBeach.com>; Hollie Harlan <HHarlan@cityofflaglerbeach.com>; Hatten, Kalen <khatten@moffattnichol.com>; Helms, Jeff <jhelms@moffattnichol.com>
Subject: External - RE: Pier Bid Received

Team,

Attached is a cost comparison of the Vecellio & Grogan (V&G) bid with the last M&N cost estimate, and below is a summary of our review comments:

1. **General conditions:** The V&G bid shows the general conditions to be approximately 22.5% of their bid price, which is reasonable for heavy marine construction projects including markup.
2. **General conditions:** The M&N cost estimate factors the general conditions costs within the unit costs of all the bid items. We don't have a separate line item for general conditions, but they are accounted for in our estimate, which is why our unit costs are generally higher than V&G's.
3. **Mobilization:** Mobilization costs are higher than expected in the V&G bid, but not unreasonable at 10% of the construction cost. Given the additional costs associated with mobilizing the trestle, they may have allocated some of those costs to mobilization instead of the trestle line item. Constraints associated with the narrow location along A1A may have also contributed.
4. **Trestle:** M&N assumed the conservative price option of renting a trestle, but V&G owns the trestle recently used for the Jacksonville Beach Pier construction. The V&G trestle cost is reasonable considering they own the trestle with perhaps some additional cost added in to replace some piles or other materials.
5. **Existing Pier Repairs:** We recommend confirming what V&G included in their pier repairs, particularly since the conditions below the pier were different from the design drawings following the USACE beach nourishment project.
6. **Pier Lighting:** The V&G pier lighting costs are high. We recommend reviewing this cost line item with V&G.
7. **Construction Cost Comparison:** The total construction costs between V&G's bid and the M&N cost estimate are close - the V&G bid is approximately \$280,000 less than the construction costs in the M&N estimate, which is within 2%.

Upon review, please let me know if you have any questions about this cost comparison. I'd also be happy to discuss any aspects of the bid further with the City and V&G at your direction.

Let me know what we can do to help.

Kindly,
 Gabe

Gabriel Perdomo, PE
 Senior Project Manager | Coastal Engineer

Moffatt & Nichol

501 E Kennedy Boulevard, Suite 1910 | Tampa, FL 33602
 D +1 (813) 463-4433 | O +1 (813) 258-8818 | M +1 (813) 695-9562
 E gperdomo@moffattnichol.com

From: Perdomo, Gabriel <GPerdomo@moffattnichol.com>
Sent: Tuesday, December 10, 2024 5:11 PM
To: Penny Overstreet <POverstreet@CityofFlaglerBeach.com>; Bill Freeman <BFreeman@cityofflaglerbeach.com>; Christine Novak <cnovak@CityofFlaglerBeach.com>; Dale Martin <dmartin@cityofflaglerbeach.com>
Cc: Christine Novak <cnovak@CityofFlaglerBeach.com>; Hollie Harlan <HHarlan@cityofflaglerbeach.com>; Hatten, Kalen <khatten@moffattnichol.com>
Subject: RE: Pier Bid Received

Thanks, Penny.

We're reviewing in detail and will have a comparison table completed before the end of the week, but in general terms:

1. The construction costs are in-line with our expectations considering a downward adjustment in our trestle estimate. We did not want to assume that the contractors would have their own trestle, so we priced the higher cost of renting a trestle.
2. Hal Jones is marine contractor that recently completed the similar Jax Beach Pier, so we know they are capable.
3. They've agreed to a construction duration within 510 days for substantial completion and 540 days to final completion from commencement date. Hypothetically assuming a commencement date of January 1, 2025, the 510-day substantial completion period would end May 26, 2026, and the 540-day final completion period would end June 25, 2026. If the goal is to open the pier for July 4, 2026 (250-yr semi quincentennial) celebration, time is of the essence.

Let me know if you have any questions for me or if you received any other information relevant to our review. Otherwise, I'll send the team our comparison table and any additional comments later this week.

Regards,
 Gabe

Gabriel Perdomo, PE
 Senior Project Manager | Coastal Engineer

Moffatt & Nichol
 501 E Kennedy Boulevard, Suite 1910 | Tampa, FL 33602
 D +1 (813) 463-4433 | O +1 (813) 258-8818 | M +1 (813) 695-9562
 E gperdomo@moffattnichol.com

Bid Item			Description	Units	Vecellio & Grogan			Moffatt & Nichol (Estimate)					
			Bid QTY	Unit Price	Total	M&N QTY	Unit Price	Total	Difference				
Construction Costs													
General Conditions & Mobilization													
1	Mobilization	LS	1	\$	1,428,000.00	\$	1,428,000.00	1	\$	233,662.49	\$	233,662.49	
2	General Conditions	LS	1	\$	3,182,000.00	\$	3,182,000.00	(General conditions costs included in unit prices)					
3	Ped Access	LS	1	\$	41,000.00	\$	41,000.00	1	\$	252,183.84	\$	252,183.84	
4	Trestle	LS	1	\$	2,672,000.00	\$	2,672,000.00	1	\$	4,292,199.37	\$	4,292,199.37	
5	Geotech Data Collection & Analysis	LS	1	\$	62,200.00	\$	62,200.00	1	\$	100,000.00	\$	100,000.00	
Demolition													
6	Locate/Removal All Underwater Obstructions & Debris	LS	1	\$	125,500.00	\$	125,500.00	1	\$	257,008.20	\$	257,008.20	
7	Removal of Remaining Pier Spans	LS	1	\$	135,800.00	\$	135,800.00	1	\$	249,553.98	\$	249,553.98	
8	Remove and Dispose of Timber Piling	LS	1	\$	117,200.00	\$	117,200.00	1	\$	237,228.48	\$	237,228.48	
9	Remove Deck Planks	LS	1	\$	8,200.00	\$	8,200.00		\$	-	\$	-	
Existing Pier Repairs													
10	Structural Pile Jackets	EA	3	\$	8,100.00	\$	24,300.00	3	\$	20,837.61	\$	62,512.83	
11	Replacement of Pile Jackets	EA	2	\$	9,240.00	\$	18,480.00	2	\$	29,753.88	\$	59,507.76	
12	Pipe Collars and Jacking	EA	4	\$	3,100.00	\$	12,400.00	4	\$	9,241.90	\$	36,967.60	
13	Misc. Timber Repairs	LS	1	\$	192,000.00	\$	192,000.00	1	\$	552,397.84	\$	552,397.84	
New Pier Construction													
14	Furnish Concrete Piles	EA	80	\$	11,100.00	\$	888,000.00	80	\$	24,951.88	\$	1,996,150.40	
15	Install Concrete Piles	LS	1	\$	1,175,000.00	\$	1,175,000.00	(Line 15 included in Line 14)					
16	Concrete Pile Caps	EA	19	\$	43,500.00	\$	826,500.00	19	\$	44,145.07	\$	838,756.33	
17	Concrete Stringers	EA	91	\$	9,275.00	\$	844,025.00	91	\$	23,823.97	\$	2,167,981.27	
18	Cross Girders at Canopy Columns	EA	24	\$	4,140.00	\$	99,360.00	24	\$	5,749.59	\$	137,990.16	
19	Wood Decking	SF	13957	\$	49.00	\$	683,893.00	14483	\$	95.91	\$	1,389,064.53	
20	Hand Railing	LF	1473	\$	135.00	\$	198,855.00	1429	\$	201.09	\$	287,357.61	
21	Fire Water Service	LF	665	\$	307.00	\$	204,155.00	700	\$	492.65	\$	344,855.00	
22	Potable Water Service & Fish Cleaning Stations	LF	653	\$	103.00	\$	67,259.00	780	\$	147.59	\$	115,120.20	
23	Pier Lighting	LS	1	\$	630,000.00	\$	630,000.00	1	\$	219,450.36	\$	219,450.36	
Pier Appurtenances													
24	Shade Structures	EA	3	\$	152,800.00	\$	458,400.00	3	\$	156,899.67	\$	470,699.01	
25	Other Pier Appurtenances	LS	1	\$	47,500.00	\$	47,500.00	1	\$	121,715.58	\$	121,715.58	
Construction Costs Summary													
			General Conditions & Mob		\$	7,385,200.00	General Conditions & Mob		\$	4,878,045.70	\$	2,507,154.30	
			Demolition		\$	386,700.00	Demolition		\$	743,790.66	\$	(357,090.66)	
			Existing Pier Repairs		\$	247,180.00	Existing Pier Repairs		\$	711,386.03	\$	(464,206.03)	
			New Pier Construction		\$	5,617,047.00	New Pier Construction		\$	7,496,725.86	\$	(1,879,678.86)	
			Pier Appurtenances		\$	505,900.00	Pier Appurtenances		\$	592,414.59	\$	(86,514.59)	
			Construction Total		\$	14,142,027.00	Construction Total		\$	14,422,362.84	\$	(280,335.84)	
Additional Project Costs													
	Surveying	LS				1	\$	45,000.00	\$	45,000.00			
	Design & Permitting	LS				1	\$	850,000.00	\$	850,000.00			
	Construction Inspection & Related Services	LS				1	\$	1,083,067.91	\$	1,083,067.91			
	Contingency (5%)	LS				1	\$	858,000.00	\$	858,000.00			
						Total	\$	2,836,067.91					
Summary of Total Project Costs													
						Construction Costs		\$	14,422,362.84				
						Additional Project Costs		\$	2,836,067.91				
						Total		\$	17,258,430.75				



STAFF REPORT

Regular City Commission Meeting

January 23, 2025

To: Elected Officials

From: Dale L. Martin, City Manager

Date: January 23, 2025

Item Name: Resolution 2025-07. A Resolution by the City Commission of the City of Flagler Beach to award a change order to bid No. FB-242305 Wickline Improvements to R&K Roofing in an amount not to exceed \$20,886.80; providing for conflict and an effective date.

Background: The City’s 2023/24 budget included an appropriation of \$110,000 for improvements to the City’s Wickline Building (800 S. Central Avenue). City staff prepared a scope of activities (see attached) and solicited proposals for the project. (designated Project 539). Only one proposal was received, and the City Commission, awarded the project to R&K Roofing in an amount not to exceed \$65,000 (Jul 11). The Notice to Proceed was issued on Jul 22.

During the course of the project, some additional issues not identified or presented in the original project scope were identified. Some of those issues addressed building code and safety issues, but others were non-essential. Change Orders that resulted in the contract amount exceeding the authorized “Not to Exceed” amount were issued (see attached). As a result of those Change Orders, an additional Change Order is now required to complete a portion of the project that was in the original scope.

The failure to properly develop the scope, to adequately maintain project oversight, and to ensure budgetary control as authorized by the City Commission has been addressed at all levels of City staff.

Change Order No. 9 is necessary, in part, due to the expenditure of project funds on items beyond the scope of the original project as authorized by the City Commission, and also due to the revised composition of the desired handrails.

Resolution 2025-07 is presented to the City Commission to retroactively approve Change Orders No. 1 through 8 and the proposed Change Order No. 9.

Fiscal Impact: The authorized contract amount for Project 539 was not to exceed \$65,000. The subsequent Change Orders, including proposed Change Order No. 9, total \$20,886.80. The original budget appropriation for the Wickline Improvements was \$110,000, so funds are available for the expanded scope. The expenditure of funds beyond Change Order No. 9 is expressly and specifically prohibited.

Staff Recommendation: Staff requests approval of Resolution 2025-07, retroactively approving Change Orders No. 1 through No. 8 and proposed Change Order No. 9 for additional improvements to the Wickline Building to R&K roofing in an amount not to exceed \$20,886.80.

Attachments:

- Resolution 2025-07
- Original Scope and Change Order Summary

RESOLUION 2025-07

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, RETROACTIVELY APPROVING CHANGE ORDER NOS. 1 THROUGH NO 8 FOR THE WICKLINE IMPROVEMENTS PROJECT 539 AND PROPOSED CHANGE ORDER NO. 9 FROM R&K ROOFING IN A TOTAL AMOUNT OF \$20,866.80; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City operates and maintains the Wickline Building, which houses several City Departments; and

WHEREAS, the City Commission appropriated \$110,000 for Improvements at the Wickline Building, subsequently awarding the contract for said improvements ("Project") to R&K Roofing in an amount not to exceed \$65,000; and,

WHEREAS, City Staff, outside of the original scope and beyond the authority granted by the City Commission, approved several Change Orders as illustrated in Exhibit A; and,

WHEREAS, an additional Change Order is now needed to complete the Project, specifically the acquisition and installation of handrails to enhance safe access to the Wickline Building;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. The City of Flagler Beach City Commission retroactively approves Change Orders No. 1 through Change Order No. 8 associated with the Wickline Building Improvements contract awarded to R&K Roofing, the sum of said Change Orders to be \$17,231.45, as presented in Exhibit A to this Resolution.

SECTION 2. The City Commission approves Change Order No. 9 to the Wickline Building Improvements contract awarded to R&K Roofing in the amount of \$3,655.35 as presented in Exhibit A.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 23rd DAY OF JANUARY, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Attachment: Exhibit A



SECTION 01110**SUMMARY OF WORK****PART 1 GENERAL****1.01 Section Includes**

Summary of work, other contracts, work sequence, operation of existing facilities, use of premises, City furnished products, coordination, cutting and patching

1.02 Summary of Work

- A. The Project consists of modifications to the Wickline Building, 800 S. Daytona Avenue, Flagler Beach, FL.

1. Men's' and Ladies' Restrooms

- a. Do not remove any toilets or urinals except to install new flooring tiles, if required. Replace such to original location and condition.
- b. Remove all floor tiles, partitions, shoe molding, sinks and countertops, vanities, paper-towel dispensers, mirrors, and all other wall-hung accessories. Do not remove fire detectors.
- c. Remove and reuse existing toilet paper holders.
- d. Remove all ceiling tiles, grilles, fluorescent light fixtures, and exhaust fans.
- e. Paint existing ceiling grid.
- f. Supply and install new ceiling tiles.
- g. Supply and install new 2'x4' LED lighting fixtures.
- h. Supply and install new exhaust fans.
- i. Supply and install new air intake and return grilles.
- j. Supply and install new partitions.
- k. Re-mount toilet paper dispensers.
- l. Supply and install new grab bars in handicap stalls.
- m. Supply and install new cultured marble sinks, spigots, and countertops.
- n. Supply and install under-sink pipe protection.
- o. Supply and install new mirrors.
- p. Supply and install new ceramic tile floors.
- q. Supply and install new shoe molding.
- r. Supply and install new toilet accessories:
 - i. Combination paper towel dispensers;
 - ii. Hand soap dispensers;
- s. Paint all walls, moldings, doors and trim.

2. Restroom Corridor

- a. Remove all ceiling tiles.
- b. Remove existing 2'x4' fluorescent light fixture.
- c. Paint existing ceiling grid.
- d. Remove all shoe molding.
- e. Remove all floor tiles.
- f. Supply and install new ceramic floor tiles.
- g. Supply and install new ceramic transition tile.



- h. Supply and install new shoe molding.
- i. Paint all walls, moldings, doors and trim.

3. Building Corridor

- a. Supply and install new shoe molding.
- b. Paint shoe molding to match walls.

4. Exterior Railings

- a. Remove all existing railings, brackets, hangers, and hardware shown on drawings.
- b. Repair all walls and concrete surfaces where railings are removed.
- c. Power wash all surfaces where railings were removed including walls, concrete platforms, ramps, columns, and stairs.
- d. Supply and install new stainless-steel railings to include all new stainless-steel hardware, hangers, brackets, plates, etc.

5. Exterior Concrete

- a. Remove sidewalk concrete as shown on plans.
- b. Remove existing concrete blocks that support railing on south exit stairway.
- c. Repair any deteriorated concrete on the south landing, walls, and stair components.
- d. Reform and pour new sidewalk as shown on plans.

6. Exterior Painting

- a. Paint all concrete wall surfaces from ground to underside of roof structure.
- b. Paint all trim work around doors and windows.
- c. Paint all half-walls at stairways and handicap ramp.
- d. Paint all wood undersides of overhangs, conduits on the wall surfaces, and fasciae below the drip edges.
- e. Do NOT paint over city logos, signage, or camera mountings
- f. Do NOT paint any windows or doors.

1.03 Work Under Other Contracts – N/A

1.04 Work Sequence

The Contractor's sequence of work may be of their choosing in order to complete the work in the allowed time frame while accommodating other contractors on site.

1.05 Operation of Existing Facilities

The City shall be able to operate existing facilities during the hours of 7:30 am to 5:00 pm, Mondays through Fridays. Add protective measures for staff and the public entering and egressing during business hours.

1.06 Contractor Use of Premises

Confine operations at the site to areas permitted by applicable laws, ordinances, permits, and by the Contract Documents. Do not unreasonably encumber the site with materials or equipment. Do not load structures with weight that will endanger the structure. The



Contractor shall assume full responsibility for protection and safekeeping of products stored on the job site.

1.07 City Furnished Products – N/A

1.08 Coordination

- A. The Contractor shall be fully responsible for the coordination of its work and the work of its employees, subcontractors, and suppliers and to assure compliance with schedules.
- B. The coordination requirements of this Section are in addition to the requirements of the front-end bidding documents issued by the City.
- C. It is the Contractor's responsibility to coordinate with all the utilities regarding locates, testing, or relocations.

1.09 Cutting and Patching

- A. The Contractor shall, at no additional expense to the City, perform cutting and patching necessary to the completion of the Project. Perform cutting and patching in a manner to prevent damage to the structure or previously completed work.
- B. Refinish surfaces as necessary to provide an even finish.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Change Order

#1

Fixed Sum \$65,000.00

PROJECT: Wickline Renovations

Flagler Beach Building Department

800 S. Daytona Ave, Flagler Beach, FL 32136

08/14/2024

Name

Address

Date of Submittal

CHANGES: ☒ Addillon ☐ Deletion ☐ Revision

WORK:

Remove & dispose of water fountain

REASON FOR CHANGES:

Owner request

DATE OF SUPPLEMENTAL INFORMATION/DRAWINGS/MATERIAL LIST (ATTACHED)

CONTRACT SUM:

Contract Sum PRIOR to this Change (Including previously approved Change Orders):

\$65,000.00

Contract Sum AFTER this Change:

65,215.00

TOTAL CHANGE:

215.00

CONTRACT DURATION:

Substantial Completion date PRIOR to this Change (Including previously approved Change Orders):

Substantial Completion date AFTER this Change:

TOTAL CHANGE:

days + or - 0

APPROVALS:

CHANGE SUBMITTED BY:

Laura Cohill

APPROVED BY:

Laura Cohill

08/14/2024

R&K CERTIFIED ROOFING OF FLORIDA INC/ APPROVED AGENT

DATE:

OWNER/APPROVED AGENT

DATE:

Change Order

#2

Fixed Sum \$65,215.00

PROJECT: Wickline Renovations

Flagler Beach Building Department

800 S. Daytona Ave, Flagler Beach, FL 32136

09/11/2024

Name

Address

Date of Submittal

CHANGES: ☒ Addition ☐ Deletion ☐ Revision

WORK:

Add side splashes and an apron to both bathroom sinks

REASON FOR CHANGES:

Owner request

DATE OF SUPPLEMENTAL INFORMATION/DRAWINGS/MATERIAL LIST (ATTACHED):

CONTRACT SUM:

Contract Sum PRIOR to this Change (including previously approved Change Orders):

\$65,215.00

Contract Sum AFTER this Change:

65,610.00

TOTAL CHANGE:

395.00

CONTRACT DURATION:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):

Substantial Completion date AFTER this Change:

TOTAL CHANGE:

days + or - 0

APPROVALS:

CHANGE SUBMITTED BY: Laura Cohill

APPROVED BY:

Laura Cohill

09/11/2024

R&K CERTIFIED ROOFING OF FLORIDA INC/ APPROVED AGENT

DATE:

OWNER/APPROVED AGENT

DATE:

Change Order #3 Fixed Sum \$65,610.00

PROJECT: Wickline Renovations

Flagler Beach Building Department	800 S. Daytona Ave, Flagler Beach, FL 32136	09/11/2024
Name	Address	Date of Submittal

CHANGES: ☒ Addition ☐ Deletion ☐ Revision

WORK:

Install (1) 6" recessed LED light over the sinks in the Men's restroom due to the existing ceiling grid running directly over one of the sinks. Install (2) 6" recessed LED lights over the sinks in the Women's restroom as close as possible to directly over each sink as the existing ceiling grid allows

REASON FOR CHANGES:

Owner request

DATE OF SUPPLEMENTAL INFORMATION/DRAWINGS/MATERIAL LIST (ATTACHED):

CONTRACT SUM:

Contract Sum PRIOR to this Change (including previously approved Change Orders):	\$65,610.00
Contract Sum AFTER this Change:	66,097.27
TOTAL CHANGE:	487.27

CONTRACT DURATION:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):	
Substantial Completion date AFTER this Change:	
TOTAL CHANGE:	days + or - 1

APPROVALS:

CHANGE SUBMITTED BY: Laura Cohill

APPROVED BY:

Laura Cohill

R&K CERTIFIED ROOFING OF FLORIDA INC/ APPROVED AGENT

L. Norak
OWNER/APPROVED AGENT

09/11/2024

DATE:

9/30/24
DATE:

Change Order **#4** **Fixed Sum \$66,097.27**

PROJECT: Wickline Renovations

Flagler Beach Building Department 800 S. Daytona Ave, Flagler Beach, FL 32136 09/11/2024
Name Address Date of Submittal

CHANGES: ☒ Addition ☐ Deletion ☐ Revision
WORK:

Remove, repair, and replace flooring at both north and south entrances with ceramic tile to match bathrooms.
Complete with durarock moisture protection and transilions

REASON FOR CHANGES:
Owner request

DATE OF SUPPLEMENTAL INFORMATION/DRAWINGS/MATERIAL LIST (ATTACHED):

CONTRACT SUM:
Contract Sum PRIOR to this Change (Including previously approved Change Orders): \$66,097.27
Contract Sum AFTER this Change: 68,324.99
TOTAL CHANGE: 2,227.75

CONTRACT DURATION:
Substantial Completion date PRIOR to this Change (Including previously approved Change Orders):
Substantial Completion date AFTER this Change:
TOTAL CHANGE: days + or - 1

APPROVALS:
CHANGE SUBMITTED BY: Laura Cohill

APPROVED BY:
Laura Cohill 09/11/2024
R&K CERTIFIED ROOFING OF FLORIDA INC/ APPROVED AGENT DATE:
[Signature] 9/30/24
OWNER/APPROVED AGENT DATE:

Change Order

#5

Fixed Sum \$68,324.99

PROJECT: Wickline Renovations

Flagler Beach Building Department	800 S. Daytona Ave, Flagler Beach, FL 32136	09/11/2024
Name	Address	Date of Submittal

CHANGES: ☒ Addition ☐ Deletion ☐ Revision

WORK: *Corridor Prep.*

Repair, tape, & mud drywall where partitions were removed as well as where blocking needed to be installed for new partitions. Repair any areas around bathrooms that would be defective for light orange peel texture. Retexture both bathrooms with light orange peel. Floors and ceilings to be covered and protected. Repair all areas along corridor from end to end. Retexture areas to match as close as possible to existing plaster texture. Hardwood floors to be covered and protected.

REASON FOR CHANGES:

Owner request

DATE OF SUPPLEMENTAL INFORMATION/DRAWINGS/MATERIAL LIST (ATTACHED):

CONTRACT SUM:

Contract Sum PRIOR to this Change (including previously approved Change Orders):	\$68,324.99
Contract Sum AFTER this Change:	72,474.99
TOTAL CHANGE:	4,150.00

CONTRACT DURATION:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):	
Substantial Completion date AFTER this Change:	
TOTAL CHANGE:	days + or - 2

APPROVALS:

CHANGE SUBMITTED BY: Laura Cohill

APPROVED BY:

Laura Cohill

R&K CERTIFIED ROOFING OF FLORIDA INC/ APPROVED AGENT

OWNER/APPROVED AGENT

09/11/2024

DATE:

DATE:

Change Order**#6****Fixed Sum \$72,474.99****PROJECT:** Wickline Renovations

Flagler Beach Building Department

800 S. Daytona Ave, Flagler Beach, FL 32136

09/11/2024

Name

Address

Date of Submittal

CHANGES: ☒ Addition ☐ Deletion ☐ Revision**WORK:**

Provide and install an RAB 4' LED Wrap light fixture for the corridor in the dark area. Take down one of the existing 4' LED Wrap lights to connect the new wires. Reinstall the existing light.

REASON FOR CHANGES:

Owner request

DATE OF SUPPLEMENTAL INFORMATION/DRAWINGS/MATERIAL LIST (ATTACHED):**CONTRACT SUM:**

Contract Sum PRIOR to this Change (including previously approved Change Orders):

\$72,474.99

Contract Sum AFTER this Change:

73,324.35

TOTAL CHANGE:

849.36

CONTRACT DURATION:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):

Substantial Completion date AFTER this Change:

TOTAL CHANGE:

days + or - 1

APPROVALS:CHANGE SUBMITTED BY: Laura Cohill

APPROVED BY:

Laura Cohill09/11/2024

R&K CERTIFIED ROOFING OF FLORIDA INC/ APPROVED AGENT

DATE:

[Signature]
OWNER/APPROVED AGENT9/30/24
DATE:

Change Order

#7

Fixed Sum \$73,324.35

PROJECT: Wickline Renovations

Flagler Beach Building Department

800 S. Daytona Ave, Flagler Beach, FL 32136

09/17/2024

Name

Address

Date of Submittal

CHANGES: ☒ Addition ☐ Deletion ☐ Revision

WORK:

Painting 2,424 sq' corridor walls, color little lamb; painting 828 sq' corridor ceiling, color ceiling white; repainting 320 sq' bathroom hall, color little lamb; painting 8 doors w/frames facing corridor, color gloss white; includes floor covering w/ waterproof lining

REASON FOR CHANGES:

Owner request

DATE OF SUPPLEMENTAL INFORMATION/DRAWINGS/MATERIAL LIST (ATTACHED):

CONTRACT SUM:

Contract Sum PRIOR to this Change (Including previously approved Change Orders):

\$73,324.35

Contract Sum AFTER this Change:

79,806.42

TOTAL CHANGE:

6,482.07

CONTRACT DURATION:

Substantial Completion date PRIOR to this Change (Including previously approved Change Orders):

Substantial Completion date AFTER this Change:

TOTAL CHANGE:

days + or - +3

APPROVALS:

CHANGE SUBMITTED BY: Laura Cohill

APPROVED BY:

Laura Cohill

09/17/2024

R&K CERTIFIED ROOFING OF FLORIDA INC/ APPROVED AGENT

DATE:

OWNER/APPROVED AGENT

DATE:

Change Order**#8****Fixed Sum \$79,806.42**

PROJECT: Wickline Renovations

Flagler Beach Bulding Department

800 S. Caylona Ave, Flagler Beach, FL 32136

09/30/2024

Name

Address

Date of Submittal

CHANGES: ☒ Addition ☐ Deletion ☐ Revision

WORK:

Fix broken 45° pipe and run 2" vent through outside wall
 Tee off cold water in crawl space and run approx. 10' of water line to come up in the wall
 Tie drain into existing bathroom on other side of wall
 Install owner supplied high low water fountain

REASON FOR CHANGES:

Owner request

DATE OF SUPPLEMENTAL INFORMATION/DRAWINGS/MATERIAL LIST (ATTACHED):

CONTRACT SUM

Contract Sum PRIOR to this Change (including previously approved Change Orders):

\$79,806.42

Contract Sum AFTER this Change:

82,231.42

TOTAL CHANGE:

2,425.00

CONTRACT DURATION:

Substantial Completion date PRIOR to this Change (including previously approved Change Orders):

Substantial Completion date AFTER this Change:

TOTAL CHANGE:

days + or - +3

APPROVALS:

CHANGE SUBMITTED BY: Laura Cohill

APPROVED BY:

Laura Cohill

R&K CERTIFIED ROOFING OF FLORIDA INC/ APPROVED AGENT

L. Cohill

OWNER/APPROVED AGENT

09/30/2024

DATE:

9/30/24

DATE:

c/o # 9



QUOTE

Blane E. Taylor Welding Inc.

REMIT TO:
 1760 N. US Highway 1
 Ormond Beach, FL 32174
 386-931-1240
 Fax: 386-256-7270
btaylorwelding@yahoo.com
 TO: City of Flagler Beach

DATE December 12, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Stair Rail, Ramp Rail, and Misc Pieces of Rail with installation and Demo of old Rail		\$ 10,055.35
	Remove and haul off all single rails that will not be replaced		1,687.00
	All Rail that is removed will be hauled off		
TOTAL			\$ 11,742.35

Make all checks payable to Blane E. Taylor Welding Inc.
 THANK YOU FOR YOUR BUSINESS!

10,055.35

PO # 24-23003					
			AMOUNT	DESCRIPTION	Reason for the change order
Approved Budget			\$110,000.00		
Approved Original Bid			\$65,000.00		
CO #1			\$215.00	Disconnect and cap off water supply and remove non-functioning and non ADA compliant water fountain.	Water Fountain was old and not operational. First step was to get it removed.
CO #2			\$395.00	Add Side Splashes, Bathroom Aprons Installed	Not included in original scope - prevents water from getting onto drywall.
CO #3			\$487.27	Install new LED Lights above Bathroom Sinks in Men's and Women's restroom	Original incandescent lighting did not meet energy efficiency codes and lighting was inadequate and needed to be corrected.
CO #4			\$2,227.75	Rotten threshold and wood flooring replaced at both the north and south entrance. Low voltage security wiring re-routed to accommodate new threshold	Considerable decay was discovered when existing flooring was removed. Low voltage wiring needed to be re-routed through new holes in the threshold
CO #5			\$4,150.00	Drywall Repairs and Retexture after removal of existing restroom partitions and removal of drinking fountain left big holes in the drywall.	Restroom partitions were removed, new backing needed to be installed, subsequent holes were repaired and retextured. Drinking fountain removal required patching and retexturing.
CO #6			\$849.36	Add 4" LED Light with associated Electrical Work in Corridor	Hallway lighting was inadequate for public workshops sometimes held in the corridor.
CO #7			\$6,482.07	Paint Corridor Trim and Doors	Not included in original scope
CO #8			\$2,425.00	Fix Restroom Exhaust Vents and install new ADA compliant drinking fountain.	During construction the existing exhaust vents were discovered to be installed incorrectly. New ductwork was installed to route exhaust air to the exterior of the building. A new ADA compliant Hi-Lo drinking fountain was installed.
Total Approved C.O.'s			\$17,231.45	Total amount for change orders #1 through #8	
original value of handrails			\$6,400.00	Original bid called for galvanized steel handrails.	
Updated cost of handrails			\$10,055.35	new handrails changed to Aluminum	better corrosion resistance
REQUESTED CO #9			\$3,655.35	Difference in cost between galvanized and aluminum handrails	
Total Change Order Request			\$20,886.80		

**JOINT WORKSHOP MEETING OF THE
FLAGLER BEACH CITY COMMISSION, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS,
PALM COAST CITY COUNCIL, CITY OF BUNNELL COMMISSION, TOWN OF BEVERLY BEACH
COMMISSION, AND TOWN OF MARINELAND OFFICIALS**

Section 9, Item c.

WEDNESDAY, FEBRUARY 05, 2025, AT 5:30 P.M.
AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE.

FLAGLER COUNTY BOARD CHAMBERS 1769 EAST MOODY BLVD, BLDG 2, BUNNELL, FL 32110

View the meeting broadcast live on cable television: Spectrum Channel 492

View the meeting streamed live on the County's YouTube Channel:

www.YouTube.com/FlaglerCounty

AGENDA

1. Call the meeting to order
2. Pledge of Allegiance
3. Purpose: To discuss issues impacting our communities and develop a collective approach for addressing future challenges, including specific items from:
 - a) Town of Beverly Beach
 1. Beach Renourishment
 - b) Town of Beverly Beach, City of Flagler Beach and Flagler County
 1. Beach Funding / Resident Beach Tax
 - c) Flagler County
 1. Flooding Stormwater Issues
 2. Impact Fees/Roadways
 3. Airport Overlay Ordinance
 4. Annexation
4. Public Comment
5. Adjournment

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript. The city is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext. 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.