



City Commission Regular Meeting Agenda

Thursday, February 12, 2026 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**
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 January 22, 2026, Regular Meeting Minutes.
7. **General Business**
 - a. Discussion/Possible Action related to Pier Construction and Amenities and Beachwalk Project
 - b. Resolution 2026-07. A Resolution by the City Commission of the City of Flagler Beach accepting the proposal from McKim & Creed, Inc. for the Supplemental Appropriations for Hurricanes Helene and Milton Clean Water State Revolving Fund Facilities Work Plan and Funding Assistance, in an amount not to exceed \$74,598.00; providing for conflict and an effective date.
 - c. Resolution 2026-08. A Resolution of the City of Flagler Beach, Florida, adopting the Flagler County Local Mitigation Strategy Plan; providing for implementing actions; providing for conflicts; providing for severability; and providing for an effective date.
 - d. Resolution 2026-11. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving an intergovernmental cooperative agreement based upon an existing procurement effort by the City of St. Augustine, Florida, for derelict vessel removal, destruction and disposal services; providing for conflict and an effective date.
8. **Public Hearings**
 - a. Final Site Plan Application PMS26-0001: Barwick Bank, 202 S. Daytona Ave.; Parcel ID: 12-12-31-4500-00500-0010; Applicant: Barwick Bank Company; Request final site plan approval to construct a three-story commercial bank building in the General Commercial and CRA Overlay Downtown Mixed-Use Zoning District.
 - b. Ordinance 2026-02. An Ordinance of the City of Flagler Beach, Florida, Amending the Land Development Regulations, Section 2.06012 "Rental Units" of Appendix "A," "Land Development Regulations;" Amending the Process and Schedule for Fire Inspections of Resort Dwellings and Resort Condominiums; Providing for

Conflict; Providing for Codification; Providing for Severability; and Providing for an Effective Date. (First Reading)

- c. Ordinance 2026-03. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending Appendix "A", Land Development Regulations, Article II, Zoning; amending Section 2.04.02.9.1 related to barrier island residential development standards; amending lot area, density, and lot width requirements; providing for inclusion in the Code of Ordinances; providing for conflicts; providing an effective date hereof. (First Reading)

9. Staff Reports

- a. City Attorney
- b. City Manager

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.



City Commission Regular Minutes

Thursday, January 22, 2026, at 5:30 PM

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

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

1. **Call the meeting to order.** Chairman Sherman 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.** Mayor King led the pledge to the flag.
3. **Proclamations and Awards.** None.
4. **Deletions and changes to the agenda.** The Commission reached a consensus to move Item 8e after item 7a.
5. **Public comments regarding items not on the agenda.** Paul Mykytka asked for an update on the Palm Circle Swale Project. Lori Ottlein provided an update on the 2025 Turtle nesting season. Rick Phelan commented on the adoption of an Ordinance changing how annexations are considered. Vic Doig, member of Keep Flagler Beach Beautiful spoke in support of the Commission considering three ordinances Mr. Reynolds submitted, related to littering, fines, and banning certain celebratory confetti. He additionally endorsed the beach bucket stands for litter pick-up. Karen Salle spoke of Betty Steflik Foundation and the how the group cleans up trash and removes invasive brazilian peppers from parks.

Mr. Martin updated the Commission on staff's efforts on the cleaning of the swales on Palm Circle. The Commissioners thanked Mrs. Ottlein, Turtle Patrol and Keep Flagler Beach Beautiful for their dedication and efforts. Mr. Martin noted workshop topics will be forthcoming, stating typically the first meeting of the month would be preceded by a Workshop.

6. Consent Agenda

- a. Approve the January 08, 2026, Minutes. Motion by Commissioner Belhumeur that we approve. Commissioner Cooley seconded the motion. The motion carried unanimously .

7. General Business

- a. FY26 Quarter 1 - Quarterly Financials. Hollie Harlan, Finance Director, reported the fiscal year 2026 1st quarter ending fund balances are estimated until the fiscal year 2025 audit is complete (this applies to all funds). Mrs. Harlan reviewed the first quarter report for the Building and General Fund stating the financial position remains strong, with an estimated ending fund balance of \$3.5 million and a \$4.01 million increase year to date. Revenues are tracking well, led by property, sales, and use taxes at 72% of budget, other revenues are primarily timing related. Spending is conservative, with total expenditures at just 21% of budget across departments. Reserves exceed policy requirements, maintain compliance with the 25% emergency fund balance policy providing financial stability.
The CRA fund balance remains positive, ending the quarter at \$802,296, with a net increase of \$357,788 from the beginning of the fiscal year. Expenditures are minimal, totaling \$50,414 or 5% of the annual budget, as capital improvement expenses haven't yet occurred.

The Capital Reserve fund ended the quarter with a balance of (\$71,403) , reflecting planned early-year spending ahead of transfers. Revenues are at 4% of the budget; remaining revenues are expected later in the fiscal year. Expenditures total \$352,518, or 15% of the budget, primarily related to General Fund capital-eligible costs and Building Code expenses. . The Fund activity is timing-related, with budgeted transfers still pending, and no concerns identified at this stage.

The Utility and Impact Fees fund closed the quarter with an estimated undesignated balance of \$6.9 million. Revenues are low at 5% of budget, reflecting the timing of grants, SRF loan proceeds, and large capital-related revenues, which are expected later in the fiscal year. Reserves remain well above the policy levels, with restricted reserves of \$34 million, the 10% emergency reserve fully met, and an estimated undesignated balance of \$6.95 million.

The Sanitation Fund closed the quarter with an estimated undesignated balance of \$926k. Charges for service have increased for Fiscal Year 2024, reflecting improved revenue performance and contributing to revenues reaching 25% of budget early in the fiscal year. Reserves exceed policy requirements, with restricted reserves of \$897,841, the 10% emergency reserve fully funded, and an estimated undesignated balance of \$926,919.

The Stormwater fund closed the quarter with an estimated undesignated balance of \$1.1 million. Reserves remain healthy a, including \$6.11 million in restricted reserves and compliance with the 10% emergency fund balance policy.

The Pier Fund closed the quarter with an estimated undesignated balance of \$7.2 million. The pier project is financed through the line of credit, with state reimbursement processed afterward.

The total cash and investments increased by \$5.4 million over the quarter, reaching \$35.3 million as of December 31, 2025. Major operating accounts shifted from Truist to PNC, now holding \$4.2 million with a higher yield of 3.24%. State-managed investments (Florida Prime and FMIvT) grew by nearly \$6.4 million combined, reflecting strong liquidity management.

Commissioner Belhumeur inquired why the lift station (Utility fund Capital Projects) had not been started. Mr. Martin responded. No action was taken.

The agenda moved to Item 8e.

- b. Resolution 2026-02. A Resolution by City Commission of the City of Flagler Beach, Florida, approving an intergovernment cooperative purchase based upon on a Contract between Pasco County and Bartow Ford, for the purchase of a 2026 Ford Expedition in an amount not to exceed \$63,944.84; providing for conflict and an effective date. Attorney Smith read the title of the Resolution into the record. Mr. Martin noted an alternate quote was submitted for a F150 truck instead of the Expedition. Commissioner Belhumeur asked why not an Explorer. Chief Cox reported that the storage area of the new Explorers is reduced. The F150 would have a tonneau cover installed to compensate for the storage. \$59,461 is the quote for the F150 and the Expedition is quoted at \$63k, 60k was in the budget. Discussion ensued and included the need to change from the Explorers to Expeditions, and the cost of the vehicles. City Manager Martin clarified that the funding comes from infrastructure sur tax, and not Ad Valorem. Motion by Commissioner Cooley to approve Resolution 2026-02. Commissioner Cunningham seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried four to one, with Commissioner Belhumeur voting no.

- c. Pier Shade Structure and Fabric Color Selection — Review of Flagler Beach Branding Work Group Design Concept Board. Former Mayor Susie Johnston and Mayor Patti King reviewed the selections recommended by the Branding work Group. The Commission generally liked the color selection but expressed concern with the structure and related maintenance. City Manager Marting indicated he would have Mr. Perdomo review the structures with the Commission at a future meeting. No Action was taken.

8. Public Hearings

- a. Pre-Annexation Agreement - Veranda Bay.

Attorney Smith requested each Official disclose any new communications related to the annexation application and further asked if those communications would prevent them from making a fair and independent decision on tonight's proceedings. The Commissioners each reported there were no new substantial conversations, and they were able to make impartial decisions.

Lupita McClenning , City Planner, reviewed the request and indicated it was compliant with the Goals and Policies of the City's Comprehensive Plan and staff recommended approval of the annexation.

Commissioner Cooley asked Attorney Chiumento if progress has been made with addressing the Counties' concerns. Attorney Chiumento stated they are awaiting response from the County Planner. Sarah Spector, Assistant Flagler County Attorney, stated she expressed the concerns at the Planning Board meeting, with their greatest concern being their opinion of non-compliance with Florida Statute 171.44, requiring the signatures of every owner, with the County Attorney stance that the Declaration of Conveyance does not satisfy the Statute requirements. Attorney Chiumento stated to the best of their knowledge is the signature issue is the Counties only issue.

Attorney Chiumento stated in 2023 we made application to annex into Palm Coast, later the developer decided to annex into Flagler Beach. They (Palm Coast) disagree with the County Attorney interpretation, as did the former County Attorney, Al Hadeed. Chairman Sherman asked what the complications are for the City. Attorney Smith responded we would be in litigation with the County. There is no litigation on this issue so it would be up to a judge. Attorney Smith continued stating as to the reference the County made to the Attorney General Opinion (AGO) on the Condo vote issue, that is very different to a deed restriction that was implemented as soon as the properties were closed upon. Attorney Chiumento reported the County as a body has never stated they are suing anybody. Commissioner Cunningham inquired if the property owners can sue. Attorney Smith responded that anyone could file suit. However, they gave up that right when they signed the deed restriction that the property could be annexed. Attorney Smith advised you don't get a court ruling until the court dispute, as of now, we don't have that opportunity and there is no case law. Attorney Chiumento this is first reading, the County meets on the 28th of January, and we would have this back for second reading at the February 26th meeting. Commissioner Cunningham wants to wait. Commissioner Spradley commented referencing the January 28th County meeting. Chairman Sherman inquired to Attorney Smith what are the ramifications of moving forward with 1st reading. Attorney Smith responded there are no ramifications for voting on first reading, you could always vote no on second reading.

Ken Belshe, Developer, spoke of the City's invitation to annex into Flagler Beach, and his many discussions with Attorneys on the deed restriction, the former County and Deputy Attorney's not having issues with this. Mr. Belshe stated if this is a problem we will pull out the 122 existing buildings and we will move forward with the other contiguous lots and the marina. Commissioner Belhumeur inquired to Attorney Smith regarding Mr. Belshe's statements. Attorney Smith responded that you could reduce the annexation on first reading, but the reduced acreage will change FLUM data and analysis. Attorney Smith advised to table the

ordinances amending the Comprehensive Plan and Zoning Map and approve the Annexation ordinance on first reading as amended, if they accept the reduction of the annexation area..

Planner Lupita McClenning reviewed the staff recommendation for the Future Land Use Amendment and Map (Ordinance 2025-23). Mrs. McClenning reported they have an analysis of the soils and land, and Staff recommends approval.

Planner Lupita McClenning reviewed the Zoning amendment(Ordinance 2025-24). Mrs. McClenning advised the request is consistent with the uses of the surrounding land and the request demonstrates sufficient justification to amend the zoning.

Chairman Sherman opened public comments. R.J. Santore, City resident spoke of concern that the annexation reduction was not provided for the public, and he feels a marina will cause wakes for the residents during flooding. Kim Carney, City resident inquired if there will be fuel at the proposed marina. She spoke of Marina Del Palma, and issues she encountered as a realtor. John Tanner, representing the Non-Profit, Preserve Bulow Inc., and County resident, expressed his opinion that the development will significantly impact Flagler Beach. Sandra Shultis, County resident provided opinion about the marina and suggested the Commission table. Sandra Nietubic, City resident, complained about flooding, Rich Phelan, City resident, feels there will be contamination from the marina. Melanie Thompson, County resident, spoke of gaps in the buffer zone, and suggested the addition of sod to prevent sand from blowing on the construction access road, she suggested a buffer like Polo Club. Paul Mykytka questioned the short-term rentals and suggested limiting that use to the commercial areas.

Attorney Chiumento reviewed a Power Point Presentation and responded to the Marina Del Palma comments, stating that Marina Del Palma is not public it is for the owners of that subdivision. Attorney Chiumento continued stating the proposed Marina Village would have 150 wet slips 16,000 square feet of commercial in the marina area. The 122 existing homes in Tract A1 would likely be removed from the annexation area if reduced. The annexation area will contain 40% open space; it is additionally proposed to have boat tenders to transport people over to Betty Steflik Park if they do not wish to drive over the bridge. Attorney Chiumento spoke of the traffic studies, adding there will be improvements at SR 100, John Anderson and Colbert Lane, that will all be detailed at the planning stage. The re-use pipeline has already been installed and will be turned over to the City. Attorney Chiumento stated regarding the short-term rental, this would not be permitted in the detached single-family area .

Commissioner Sherman asked about environmental concerns at the proposed marina. Ken Belshe stated the marina will create more capacity in the flood plain area, in addition to the compensatory pond that will be constructed. As for contamination, we will participate in the clean marina program. Mr. Belshe advised he is working with commercial marina developer. Commissioner Sherman asked about the FDOT Intersections. Attorney Chiumento stated we will have to do what FDOT requires. Discussion ensued regarding the turn lanes at John Anderson Hwy, and the modeling of the roads being dictated by the state.

A Commission discussion ensued on tonight's decision. Commissioner Cooley feels we need to proceed forward clearly. To approve all the ordinances as is, it gives time for the County to state where they are at. Commissioner Spradley is not interested in delaying the process by tabling this puts pressure on the parties to work it out. Mayor King agrees to keep moving forward, this is only first reading. Commissioner Belhumeur wants to move forward. Commissioner Cunningham questioned how the water war interlocal agreement was amended without all parties. Attorney Smith responded because it only affected the County and Flagler Beach it was not necessary to go to all parties.

- b. Ordinance 2025-21. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property within the corporate and city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property described in Exhibit "A" and in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; in accordance with voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading). Attorney Smith read the title of the Ordinance into the record. Motion by Commissioner Belhumeur to approve Ordinance 2025-21. Commissioner Cooley seconded the motion. The motion carried four to one, with Commissioner Cunningham no.
- c. Ordinance 2025-23. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 233.92 acres of certain real property; providing for severability; providing for conflicts and an effective date (First Reading). Attorney Smith read the title of the Ordinance into the record. Motion by Commissioner Cooley to approve Ordinance 2025-23. Commissioner Belhumeur seconded the motion. The motion carried four to one, with Commissioner Cunningham voting no.
- d. Ordinance 2025-24. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official Zoning Map designation for approximately 234 acres of certain real property; providing for conflict and an effective date (First Reading). Attorney Smith read the title of the Ordinance into the record. Motion by Commissioner Cooley to approve Ordinance 2025-24. Commissioner Belhumeur seconded the motion. The motion carried four to one, with Commissioner Cunningham voting no.
- e. Special Exception Application PSPE26-0001: Parcel ID No. 12-12-31-4500-00380-0030; Applicant: Jason and Samantha Clark; Request for a Special Exception Use to build a two-family dwelling in the Low-Density Residential Zoning District. Lupita McClenning reviewed the applicant's request and the staff report. The applicants meet all the criteria of Section 206.01 (1-7), and the request is compliant with the Comprehensive Plan. Motion by Commissioner Belhumeur that we approve Special Exception application PSPE26 -001. Commissioner Spradley seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 7b.

9. Staff Reports

- a. City Attorney. None.
- b. City Manager. Spoke of the trip with Commissioners to Tallahassee next week. Updated the Officials on park equipment, and landscape design services offered for Veterans Park. Inquired to the Officials if they had interest in offering irrigation meters to the residents of Beach Park Village. Discussion ensued and the Commission reached a consensus for the City Manager to explore opportunities for reimplementing the irrigation meter service city wide. Mr. Martin reported the TPO Call for Projects deadline is February 27th. Mr. Martin is seeking approval to apply to extend the boardwalk to tie into the proposed/existing Sun Trail South of 8th Street to at least S. 9th but possibly to S. 12th St. Consensus was reached to have the City Manager submit the application.
- c. City Clerk. Direction regarding Jt. Cities & County Meeting scheduled for February 04, 2026. The Commission provided consensus to approve the February 4th date for the J. Meeting. The Commission are to send to the Clerk any items they wish added to the agenda.

10. Commission Comments

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

Commissioner Spradley reported he is restarting his Saturday Town Hall at his office this Saturday, January 24, 2026, at 9:00 a.m.

Commissioner Belhumeur requested an update on FDOT's response to clean up their ponds at the foot of the bridge. Mr. Martin responded he has spoken with FDOT and is awaiting a response. Commissioner Belhumeur wants to systematically take back the city right-of-way in the blocks between S. Central and S. A1A for beach parking on these lateral roads. He specifically referred to S. 27th Street. Discussion ensued and included defining the rights-of-ways, public notice and a workshop to discuss the details.

Commissioner Cunningham expressed a safety concern regarding the unsecured tipper carts at the dune crossovers, and the possibility of them being blown onto the traffic lanes on A1A. Discussion ensued and included securing methods and rounding up of the carts by staff if the wind reaches a determined threshold.

Commissioner Cooley sought and received a consensus to have Attorney Smith and Court Reporter attend the January 28 Flagler County Workshop.

Commissioner Sherman requested the City Manager to add to the Florida Department of Transportation (FDOT) discussion list the topic of bridge beautification.

- b. Public comments regarding items not on the agenda. Paul Mykytka reminded a letter of continued support that needs to be submitted to the Volusia-Flagler Transportation Planning Organization (TPO) for a previously submitted project. Mr. Mykytka inquired about short-term rental in Veranda Bay specifically Tracts B & C.

- 11. **Adjournment.** Commissioner Cooley put forth a motion to adjourn the meeting at 8:52 p.m.

James Sherman, Chairman

Attest:

Penny Overstreet, City Clerk



Staff Report

City Commission Regular Meeting

February 12, 2026

To: City Commission
From: Dale Martin, City Manager
Meeting Date: February 12, 2026
Item Name: Discussion/Possible Action related to Pier Construction and Amenities and Beachwalk Project

Background:

Mr. Gabe Perdomo (Moffatt & Nichol) will be available to assist the City Commission with the selection of Pier amenities such as benches, shade structures, and trash containers. Additionally, Mr. Perdomo will provide an update on the City's Beachwalk Project.

A conference call with State Department of Emergency Management and Federal Emergency Management officials is scheduled for Monday, Feb 9, to provide a status report of the Pier reconstruction efforts.

Fiscal Impact:

The Pier Construction contract provides for an allocation for amenities.

Staff Recommendation:

NA

Attachments:

1. Flagler Beach Pier - Beachwalk FDEP Dune Enhancement Requirement

MEMORANDUM

To: Dale Martin, City of Flagler Beach
From: Gabriel Perdomo and Kalen Hatten
Date: 20 November 2025
Subject: Flagler Beach Beachwalk – FDEP Requesting Frontal Dune Establishment
M&N Job No.: 190739-04

Moffatt and Nichol (M&N) initiated a pre-application meeting with the Florida Department of Environmental Protection (FDEP) to review the proposed Beachwalk restroom building expansion and promenade. FDEP identified two primary issues requiring further evaluation:

1. Location of the 30-year erosion projection (30-YEP) line relative to the proposed improvements, and
2. The condition and extent of the primary frontal dune within the project area.

The FDEP Coastal Engineering and Geology Group confirmed the current 30-YEP following the beach nourishment performed by USACE. They determined that the proposed structures would be well landward of the 30-YEP line, shown in red in Figure 1, alleviating this concern.

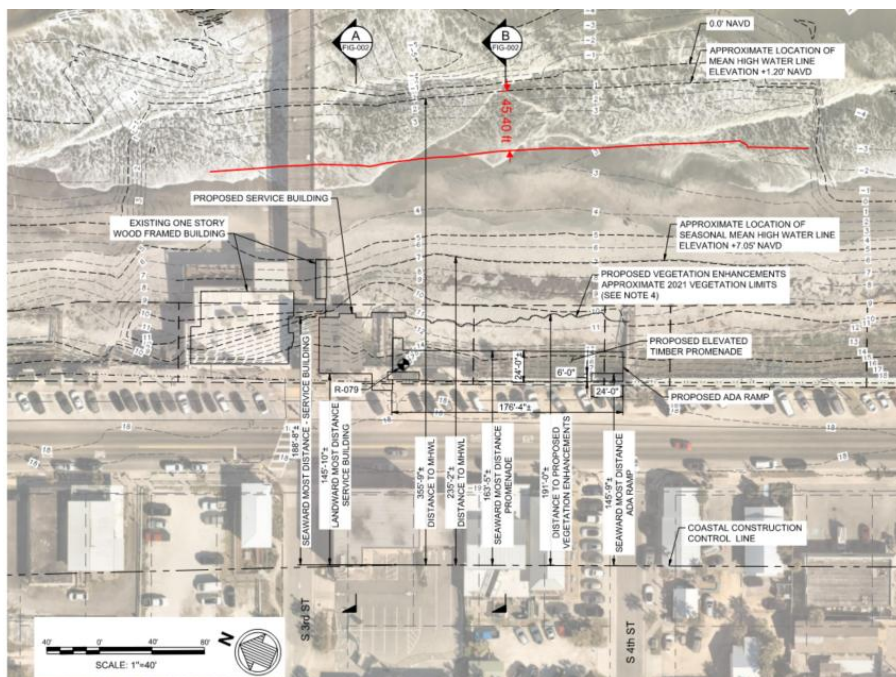


Figure 1: Approximate location of 30-YEP line shown in red.

However, the proposed Beachwalk project would be affected by the minimal frontal dune within the project limits, which was not reconstructed or rehabilitated during the recent beach nourishment. FDEP stated that construction of the building expansion and promenade over the dune in its existing condition would be prohibited, and they cited the following rule in the Florida Administrative Code (F.A.C.):

“All structures, except those required for public safety, beach access, and those associated with dune restoration and special events, shall be located a sufficient distance landward of the beach and frontal dune to permit natural shoreline fluctuations, to preserve and protect beach and dune system stability, and to allow natural recovery to occur following storm-induced erosion....” 62B-33.005 (9), F.A.C.

Since the frontal dune is located almost adjacent to the existing boardwalk and parking area along A1A, the new structures would not be located a sufficient distance landward of the frontal dune. Although the recent USACE beach nourishment established a new frontal dune in the federal portion of the project south of the pier, the County sections of the beach nourishment did not include dune reconstruction, resulting in a minimal dune width compared to the federal reach, as shown in Figures 2 and 3, respectively.

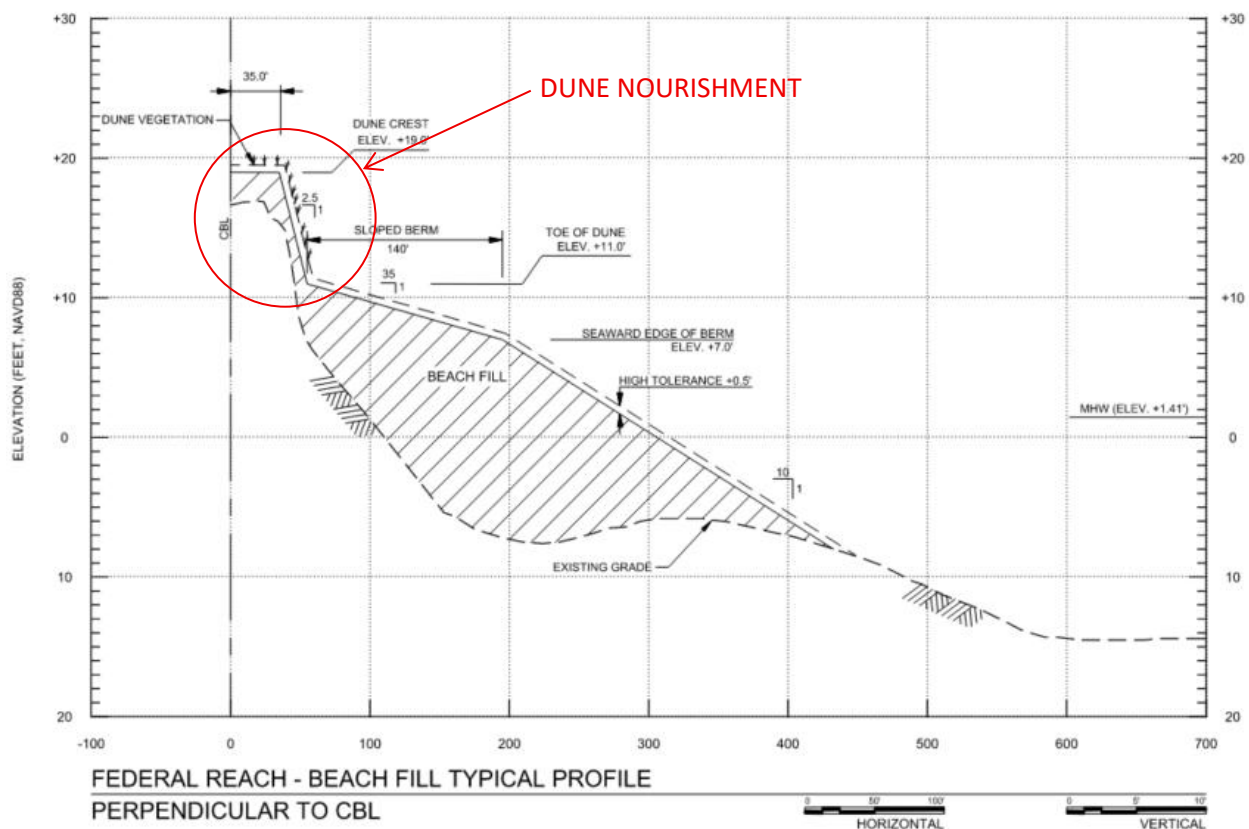


Figure 2: Beach nourishment profile with reconstructed dune along the federal reach of the USACE project.

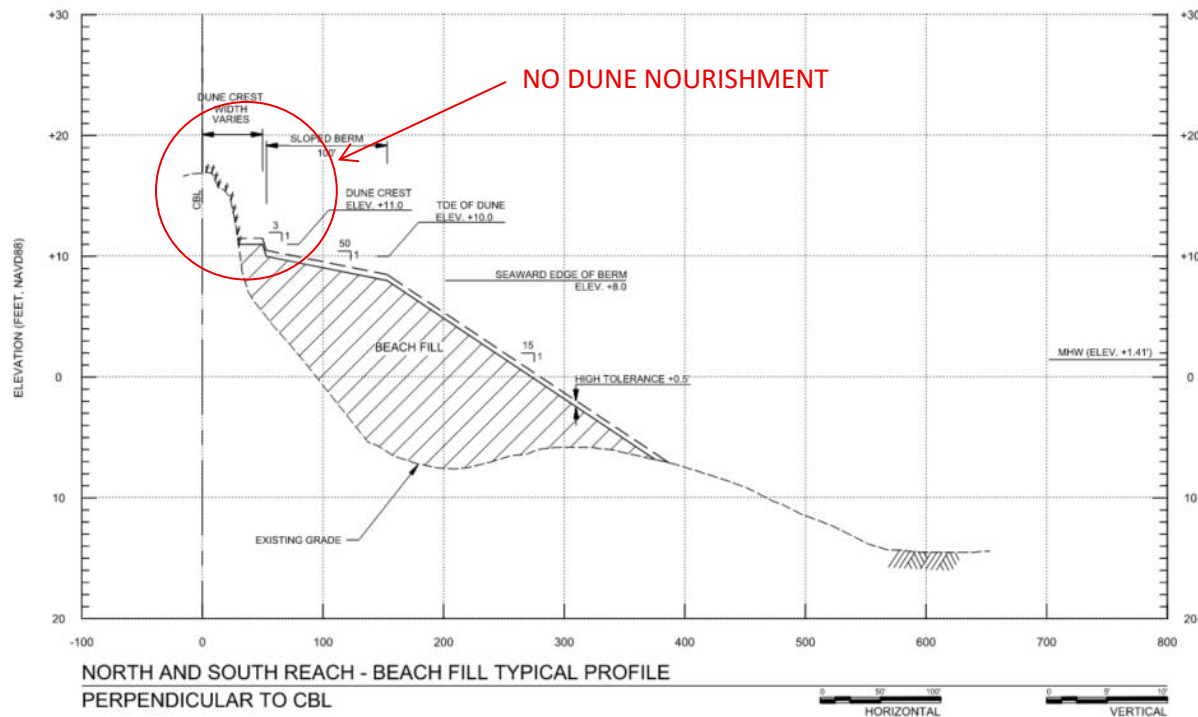


Figure 3: Beach nourishment profile without a reconstructed dune along the County's North and South reaches.

Establishing a New Frontal Dune

To proceed with the proposed expansion of the restroom building and construction of a new promenade, FDEP is requiring that the City establish a new primary frontal dune in this area similar to the 35-foot dune in the USACE Federal section shown in Figure 2. If a new dune is not established, the proposed Beachwalk enhancements would be limited to the footprint of the existing structures. Following construction, there is a 12-month establishment period for the nourished dune. At the end of this time, the FDEP would evaluate the dune's condition to determine if it is a suitable primary frontal dune. No CCCL permit for the current Beachwalk project will be approved until the new dune is constructed, vegetated, established for 12 months, and subsequently deemed acceptable by FDEP.

Construction of a new frontal dune similar to the USACE reach within the Beachwalk limits is estimated to require approximately 3,150 cubic yards of suitable beach sand, with a rough order of magnitude cost of \$270,000 (based on a typical \$85/CY unit rate for truck haul upland sand, including mobilization, placement, vegetation, and surveying).

FDEP Beaches Funding Program

Given the cost implications of dune reconstruction, M&N evaluated potential funding pathways to help offset the costs of re-establishing the frontal dune. We identified the FDEP Beaches Funding Program, which provides and manages cost-share grants to local governments for planning and implementing beach

Flagler Beach Beachwalk – FDEP Requesting Frontal Dune Establishment

and inlet management projects for Florida’s critically eroded beaches. To be eligible for funding, “projects must be accessible to the public, located on the Gulf of America, Atlantic Ocean or Straits of Florida, be designated by the department as a critically eroded beach, and be consistent with the state’s Strategic Beach Management Plan.” The Flagler County shoreline is classified as “critically eroded” between Range Monuments R-046 to R-100 (Flagler Beach Pier is located at R-079).

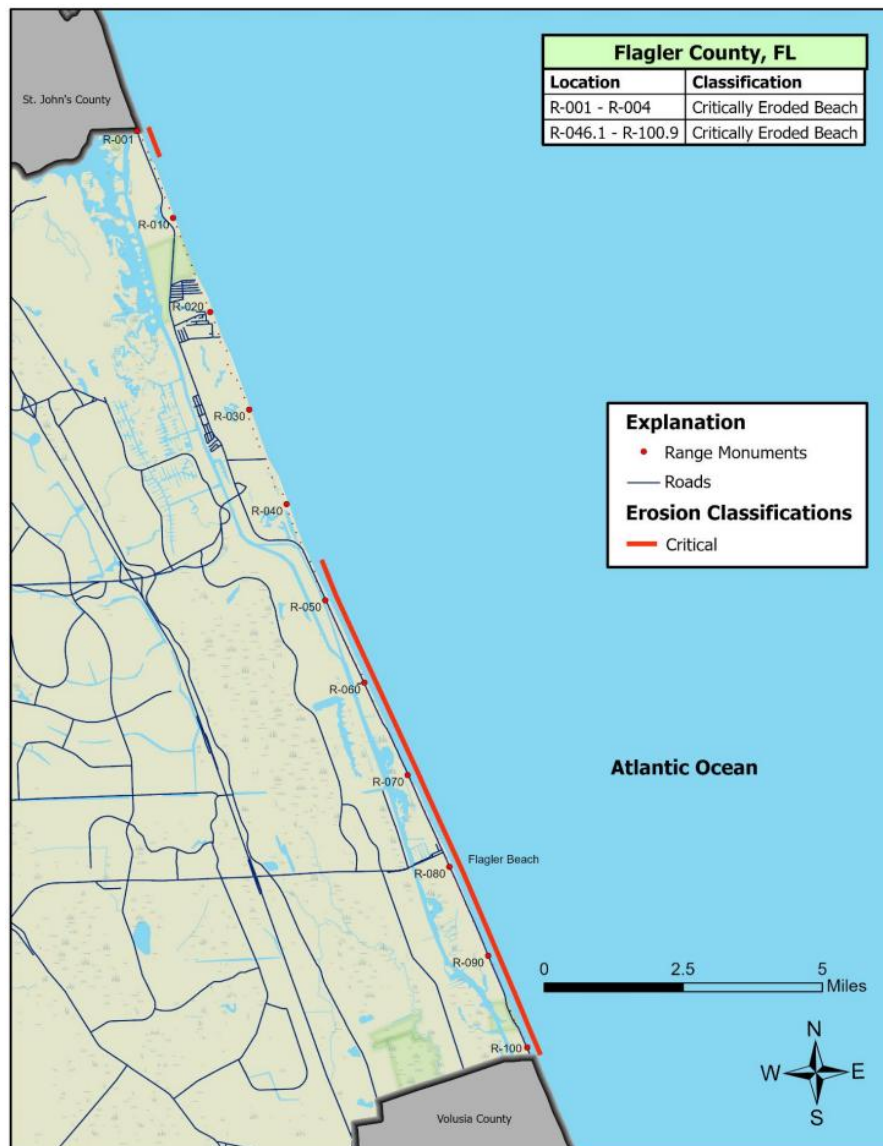


Figure 4: Critically eroded shoreline along Flagler County.

Financial assistance/cost share of up to 50% is available to local Florida governments, including county and municipal governments, community development districts and special taxing districts, for eligible activities including beach restoration and nourishment activities and dune restoration. The Local Government Funding Request application period opens on June 1st and closes on July 31st each year. The

FDEP project selection is typically released in October, with any final comments from external reviewers due in November. Funding applicable to construction of a beach project will be reimbursed after construction is completed.

Note that M&N does have experience assisting local governments, including the Village of Key Biscayne and the Town of Hillsboro Beach, obtain beach management funding services by preparing and submitting annual Local Government Funding Request (LGFR) applications through the FDEP Beach Management Funding Program. In 2025, M&N assisted the Village in obtaining \$1.5 million in reimbursement requests for the 2024 beach nourishment event and secured an additional \$1.6 million in future funding for upcoming design, permitting, construction, and monitoring costs.

Summary

- FDEP confirmed the proposed Beachwalk structures are located landward of the updated 30-Year Erosion Projection (30-YEP) line, resolving the initial siting concern.
- FDEP determined the existing frontal dune in the Beachwalk project area is too narrow for construction over it to be permissible under 62B-33.005(9), F.A.C.
- Because the County's nourishment did not reconstruct the dune in this reach, FDEP will not authorize the restroom expansion or promenade unless a new primary frontal dune is established first.
- A new dune, comparable to the USACE-constructed dune south of the pier, must be completed and allowed a 12-month establishment period before a CCCL permit application can be submitted for the Beachwalk project as currently designed.
- Estimated dune construction quantity is roughly 3,150 CY of beach-compatible sand, with a preliminary cost estimated at \$270,000 including material, placement, vegetation, and surveying.
- The FDEP Beaches Funding Program offers up to 50% cost-share for dune restoration projects on critically eroded beaches, including the Flagler Beach shoreline.
- M&N has successfully supported other municipalities in securing substantial FDEP beach management funding and can assist the City in pursuing LGFR funding during the annual June–July application window.

ⁱ FDEP Beaches Funding Program, <https://floridadep.gov/rcp/beaches-funding-program>



Staff Report

City Commission Regular Meeting

February 12, 2026

To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: February 12, 2026
Item Name: Resolution 2026-07. A Resolution by the City Commission of the City of Flagler Beach accepting the proposal from McKim & Creed, Inc. for the Supplemental Appropriations for Hurricanes Helene and Milton Clean Water State Revolving Fund Facilities Work Plan and Funding Assistance, in an amount not to exceed \$74,598.00; providing for conflict and an effective date.

Background:

The City of Flagler Beach continues to address wastewater system resiliency, storm-driven inflow and infiltration, and compliance requirements associated with recent FDEP Consent Orders. In 2025, the City submitted a Request for Inclusion (RFI) to the Florida Department of Environmental Protection (FDEP) for SAHM Clean Water State Revolving Fund (CWSRF) funding, which resulted in the City's project being placed on the SAHM Priority List (WW18014).

To advance the project toward funding eligibility, the City must prepare a CWSRF-compliant Facilities Work Plan documenting alternatives, planning-level evaluations, and supporting data for four critical lift stations and associated stormwater interactions. McKim & Creed, Inc. submitted a proposal dated January 27, 2026, to complete this work, including project management, data collection, planning-level civil and site screening, preparation of the Facilities Work Plan, and participation in public meetings as needed.

The proposal includes a total fee of \$74,598.00, consisting of \$72,848.00 in fixed labor and \$1,750.00 in direct expenses.

Fiscal Impact:

Funding for this work will be allocated evenly between the City's Utility Maintenance and Stormwater Fund professional services budgets. The total proposed fee for the SAHM CWSRF Facilities Work Plan and Funding Assistance is \$74,598.00. This project is proposed to be incorporated as a new capital project beginning in Fiscal Year 2026.

Staff Recommendation:

Staff recommends approval of Resolution 2026-07, accepting the proposal from McKim & Creed, Inc. for the SAHM CWSRF Facilities Work Plan and Funding Assistance in an amount not to exceed \$74,598.00, and authorizing the City Manager, or designee, to execute the associated task order.

Attachments:

1. 2026-07 Supplemental Appropriations for (Hurricanes) Helene and Milton
2. SAHM Frequently Asked Questions
3. 260087 Flagler Beach SAHM Facilities Plan Scope
4. CW SRF RFI SAHM Flagler Beach 4 LS SW
5. CW SRF RFI SAHM Flagler Beach 4 LS SW RAI-1
6. Supplementary Conditions (Construction)

RESOLUTION 2026-07

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING THE PROFESSIONAL SERVICES PROPOSAL FROM MCKIM & CREED, INC. FOR THE SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND HAWAII WILDFIRES (SAHM) CLEAN WATER STATE REVOLVING FUND (CWSRF) FACILITIES WORK PLAN AND FUNDING ASSISTANCE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach requires professional engineering services to prepare a Facilities Work Plan and associated funding assistance documents necessary for participation in the Supplemental Appropriation for Hurricanes Helene and Milton and Hawaii Wildfires (SAHM) Clean Water State Revolving Fund (CWSRF) Program; and,

WHEREAS, the City has identified the need to evaluate lift station resiliency, storm-driven inflow and infiltration impacts, and stormwater interactions as part of its ongoing compliance with the Florida Department of Environmental Protection (FDEP) requirements and recovery from recent storm events; and,

WHEREAS, McKim & Creed, Inc. submitted a proposal dated January 27, 2026, to provide project management, data collection, planning-level evaluations, preparation of the CWSRF Facilities Work Plan, and public coordination services for a total proposed fee of \$74,598.00.

WHEREAS, staff finds that acceptance of this proposal is in the best interest of the City and supports ongoing compliance with FDEP requirements, resiliency improvements, and advancement of the City's SAHM/CWSRF funding eligibility;

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

SECTION 1. The "WHEREAS" clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The City Commission hereby accepts the proposal from McKim & Creed, Inc., dated January 27, 2026, for the SAHM CWSRF Facilities Work Plan and Funding Assistance in the amount of \$74,598.00, and authorizes the City Manager, or designee, to execute the necessary task order and associated documents.

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 12th day of February, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Supplemental Appropriation for Hurricanes Helene and Milton (SAHM) Frequently Asked Questions

1. Can SAHM funding cover planning, design and construction?
 - Yes, however, reimbursement for design funding would not be eligible until the facilities plan has been approved, and construction funding would not be released until design has been approved.
2. What is the timeframe for SAHM funding, from award to completion?
 - A loan application may be submitted as soon as the project is listed at a priority list meeting. Agreements will not be issued for execution until the SAHM Capitalization Grant has been awarded by the EPA (anticipated in the first quarter of the federal fiscal year 2025). All activities must be completed by December 15, 2031, and final reimbursement requests submitted no later than January 31, 2032.
3. Is there a cap on SAHM funding?
 - Based on the amount of funding, demand and sponsor caps for last year's Hurricane Ian funding (SAHFI), it is anticipated that sponsor caps will be between \$20 million and \$40 million for this year's SAHM funding. At this time, a cap has not been determined but will be once the Request for Inclusion (RFI) and backup documents are received, and demand for funding is determined.
4. Are there example agreements/RFIs for previous hurricane funding available for review?
 - Example agreements and RFI documents are on the Department of Environmental Protection's (DEP) Division of Water Restoration Assistance [SAHM webpage](#). The 50% principal forgiveness agreement is still in review and will be posted once all approvals for the terms and conditions are received.

5. Can SAHM funding be used to build a new facility or is it only for renewal and restoration of existing facilities?
 - SAHM funding can be used to build a new facility or for renewal and restoration of existing facilities; it can also be used to relocate facilities to a less flood-prone area.
 - * A list of eligible projects is included as Attachment 3 to EPA's [SAHM Implementation Memorandum](#).
6. Will SAHM funds be available via grant or loan?
 - For all impacted communities, 50% principal forgiveness is available, and for financially disadvantaged communities, the funds will be provided at 100% principal forgiveness. To determine whether a community is disadvantaged:
 - Clean Water State Revolving Fund (CWSRF)– per capita income is less than the state's.
 - Drinking Water State Revolving Fund (DWSRF) – Median Household Income (MHI) is less than the state's.
7. Can Resilient Florida provide the 50% cost share?
 - Yes, state funds including Resilient Florida funds could be used to co-fund a SAHM funded project.
8. If a system has applied for FEMA funding for a hurricane damage related project and would like to apply for SAHM funding is this considered double dipping, or do they just forgo one of the grants if one goes through? Meaning if it is not 100% on either yet, what would be the process if any to go through?
 - SAHM funding could be applied for, however, there must be clear separation between what FEMA and SAHM are paying for. SAHM could pay for planning and design, then FEMA could cover the construction. But if both are paying for the construction there has to be a distinct separation between the two.
9. Will Build America Buy America (BABA), Davis-Bacon prevailing wage rate and asset management requirements be applicable for SAHM funding?
 - BABA requirements do not apply since this is emergency funding. All other SRF and cap grant requirements apply, including [Davis-Bacon](#) prevailing wage rates, Environmental Protection Agency (EPA) [signage requirements](#) and Disadvantaged Business Enterprise (MWBE) good faith effort.

- An asset management plan is not required for clean water projects; however, a fiscal sustainability plan is required.
10. Because this is emergency funding, is the requirement regarding how many SRF loans a sponsor can have with principal forgiveness waived?
- Yes, but a sponsor cannot have two SAHM loans within CWSRF or DWSRF. However, a sponsor can have one of each: clean water, drinking water and decentralized SAHM loan concurrently.
11. Can eligible applicants submit multiple RFIs within each program (CWSRF and DWSRF)?
- Yes, but please combine the RFIs and submit as one, and the SRF will determine the project priority score. Construction costs for multiple projects should be placed in the priority score table so that a weighted average of the priority score can be determined by the SRF.
12. How will SAHM funds be prioritized if there is a large need?
- The SRF will use the priority ranking system outlined in Chapters [62.503, F.A.C.](#) (CWSRF) and [62.552, F.A.C.](#) (DWSRF), which prioritizes compliance and disadvantaged communities receive bonus points for income.
13. What kind of evidence is needed to provide proof of impact?
- Evidence should show the system was impacted by one or both hurricanes: photographs, power outage reports, mutual aid costs, Water Tracker reports, FLAWarn reports, etc. Then the project itself will be reviewed. The facilities plan will prove that it is a resiliency and redundancy project and show that the need is there. If the need is not properly determined to be a resiliency and redundancy project, funding after the planning document may cease and costs incurred for any further activities will not be reimbursed.
14. How will disbursement work once the loan is in place and how does that work with principal forgiveness?
- Costs incurred after a project is listed at the priority list meeting in August will be eligible for reimbursement. The SRF is a reimbursement program, so invoices are submitted together with proof of payment. If a community has a financial hardship, they can request advance payment, which means they would not be required to submit proof of payment for a disbursement request until the subsequent disbursement request (proof of payment for

disbursement request #1 is submitted with disbursement request #2, and so on). Repayment is typically received within three to four weeks. Also, the hurricane funding is a little different from the SRF program, in that there is only one loan for planning, design and construction. Reimbursement for design activities cannot be requested until planning is approved. Reimbursement for construction cannot be requested until planning and design have been approved. Please see above about the review of the facilities plan and if the need is not properly determined to be a resiliency and redundancy project, funding after the planning document may cease and costs incurred for any further activities will not be reimbursed.

15. Can systems apply at any stage in their projects? Say they had to do emergency repairs and only need construction funding at this point.

- Yes, but if only construction is being applied for, planning and design will still need to be approved. It is recommended that at least some funding be allocated to planning and design in case funding is required to prepare/modify a facilities plan or design documents that meet SRF requirements. If planning, design and construction funding are included in a loan agreement, the funds can be moved between planning, design and construction; however, a construction loan agreement will not be revised to include planning or design.

16. Can you apply retroactively for emergency repairs?

- No, only eligible work that is performed on or after the project listing date can be reimbursed.

17. If there is a project to submit for SRF and SAHM funding, would it be appropriate if there was an RFI for this hurricane funding that also has an additional component because there may be other projects that had an effect from the hurricane, and one of those projects submitted at the same time for SRF funding?

- Submitting the same project for both regular SRF program funding and SAHM funding is discouraged. Once the segment caps are determined for SAHM, if a project exceeds the segment cap, the sponsor can compete for Base SRF funding for the remainder above the segment cap. Also, all that's needed to compete for SAHM funding is an RFI; to compete for the regular SRF funding, a facilities plan would need to have been approved to compete for design funding and a facilities plan, and design would need to have been approved to compete for construction funding.

18. For this program, is it a single RFI for all three phases? Once the RFI is scored and awarded the approvals for planning, design and construction will be handled independently outside of the normal process?
- Yes, that is correct for SAHM funding.
19. If there are two facilities impacted by both hurricanes and the sponsor is now planning to consolidate facilities, would it be better to apply for consolidation or repair of the existing facilities?
- Both could be eligible, and both could be applied for.
20. Who is managing SAHM funds and how can an application be submitted?
- The funds are being managed by the CWSRF and DWSRF programs. To compete for funding, complete a [Drinking Water SRF Request for Inclusion](#) and/or [Clean Water SRF Request for Inclusion](#) and email it to SRFRFI@FloridaDEP.gov. Applications are due by 11:59 p.m. EDT on June 30, 2025.
 - Together with the completed RFI, please include a description of the project, the facility ID number, project location, proof of impacts to the system (e.g., photographs, power outage reports, mutual aid costs, Water Tracker reports, FLAWarn reports, etc.), and an explanation of how the project is eligible for SAHM funding (for reference, see Attachment 3 to EPA's [SAHM Implementation Memo](#)).
21. Will this application process follow the traditional SRF process (RFI -> Facilities Plan -> Application)?
- All that's needed to apply for SAHM funding is an RFI (and the additional requested information - proof of impacts and how the project is eligible, please see the [SAHM webpage](#)), regardless of the type of funding being sought (planning, design or construction). As soon as the project is listed, a loan application can be submitted. Once the loan agreement is executed, funds for planning activities will be available, but funds for design and construction activities will not be available until planning has been approved (for design funding) and planning and design has been approved (for construction funding).

22. Will RFIs submitted under SAHM be scored and ranked using DEP's standard SRF priority scoring criteria?
- Yes
23. For a sponsor that has four projects, project #3 can only happen if project #1 is funded. Is there a way to prioritize projects to ensure the right project gets funded first?
- It is recommended to submit one RFI for like projects (separating drinking water, stormwater, wastewater, and decentralized). Once the community cap is determined, SRF will reach out to discuss how best to proceed. However, there is a finite timeline for these projects – they must be complete by December 15, 2031.
24. If planning and design was self-paid (not loan or grant-funded) is a facility plan and EID still needed?
- a. Yes, even if it was self-paid, planning and design still need to be submitted for review of the SRF requirements and approved. For SAHM funding, it would come after the RFI. There will be completion dates included in the loan agreement and when deliverables need to be submitted.
25. Will a Professional Services Procurement form/Consultants' Competitive Negotiation Act (CCNA) be required? If so, when should it be submitted?
- Yes, CCNA certification will be required and should be submitted with the application once the project has been listed. A loan agreement will not be executed without CCNA certification and the executed agreement for services. Please consult your general counsel to ensure that CCNA is abided by if there are any questions.
26. Will Contract Manager at Risk (CMAR) be a construction procurement option for SAHM projects?
- Sometimes. In accordance with Rules 62-552.300(2)(g), 62-503.500(4), and 62-505.350(2)(d), F.A.C., the CMAR delivery method is not an option for small, disadvantaged communities receiving principal forgiveness. For larger communities (> 10,000 people) and small communities that are not disadvantaged ($PCI \geq$ state PCI for CWSRF or $MHI \geq$ state MHI for DWSRF), the CMAR delivery method is an option. Design-Build (D-B) is an option regardless of community size or income. However, these alternative delivery methods for small projects or small communities are not recommended

without prior experience. As with any SRF project, D-B and CMAR procurement must meet CCNA requirements, DEP's Supplementary Conditions must be included in the solicitation package, and the solicitation package must be submitted for SRF review and acceptance prior to solicitation. Also, in addition to planning and design approval, construction funding will not be released for the SAHM project until procurement approval of the selected vendor has been given. See Rules [62-503.700\(6\)\(f\)](#) and [62-552.700\(6\)\(f\)](#), F.A.C., for more information on Design-Build and CMAR requirements.

January 27, 2026

260087

Bill Freeman, PE
City Engineer
City of Flagler Beach
Via Email: BFreeman@cityofflaglerbeach.com

**RE: SAHM CWSRF Facilities Work Plan and Funding Assistance
Professional Services Task Order Proposal**

Dear Bill,

On behalf of McKim & Creed, we appreciate the opportunity to assist with Professional Services for the City's SAHM CWSRF Facilities Work Plan and Funding Assistance. The table below summarizes our proposed tasks and fees. For additional details on scope and schedule, please see **Attachment A – Scope of Services Summary**. Fees are summarized below and detailed in **Attachment B – Fee Schedule**.

Task	Description	Task Fee
Task 1	Project Management Services	\$17,420.00
Task 2	Facilities Work Plan and Funding Assistance	\$57,178.00
Total Proposed Fee		\$74,598.00

This proposal covers services for project management, meetings, data collection, and preparing a Facilities Work Plan for a Clean Water State Revolving Fund (CWSRF) project, with the required supporting documents. If further assistance can be provided and is requested from the City, McKim and Creed will be happy to assist.

After you review the details of our proposal, please let us know when you would like to schedule a time to discuss.

Sincerely,

McKim & Creed, Inc.



Charles Hill, P.E., BCEE
Client Manager



Mario E. Loaiza, P.E., F.ASCE
Regional Manager

Attachments

Attachment A – Scope of Services Summary
Attachment B – Fee Schedule

ATTACHMENT A SCOPE OF SERVICES SUMMARY

Proposal No: 260087
Project Name: SAHM CWSRF Facilities Work Plan and Funding Assistance
Project Jurisdiction: City of Flagler Beach, Florida
Proposal Date: January 23, 2026

Pursuant to pre-qualified approval for Various Qualified Consulting Services, executed in April 2025, McKim & Creed, Inc. (Consultant) is providing this scope of services to the City of Flagler Beach, Florida (City) for Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires (SAHM) Clean Water State Revolving Fund (CWSRF) Facilities Planning and Funding Assistance.

A. PROJECT UNDERSTANDING

The City of Flagler Beach Utility Department (“City”) owns and operates a wastewater collection system and a 1.0 MGD AADF domestic wastewater treatment facility (“WWTF”) located at 2000 Ave A, Flagler Beach, Florida, under Permit FL0026611. The collection system spans from the North Peninsula State Park to Ocean Marina Drive, through portions of the mainland, and across the Florida Intracoastal Waterway. The City was issued a Consent Order by the FDEP in response to compliance issues, including several Sanitary Sewer Overflows (SSOs) related to tropical cyclone events in 2022. Later, the FDEP issued an Amended Consent Order to address the problems discovered during an August 2024 inspection.

Hurricane Milton particularly impacted the operation of the City’s stormwater system, collection system, and WWTP. During that period, the City’s collection system exhibited demonstrable impact and response to rainfall causing a reported SSO on October 16, 2024, during recovery. The City currently has seven lift station improvement projects underway to enhance its resiliency to flood risks. In addition, the City has completed a Stormwater Master Plan which identifies improvements to enhance the City’s resiliency and recovery from storm events.

During the Summer of 2025, McKim and Creed, at the City’s direction prepared and submitted a Request For Inclusion (RFI) into the Florida Department of Environmental Protection’s (FDEP) State Revolving (SRF) Office. The RFI project included the hardening of four lift stations (PS-3, PS-6, LS7, & LS-8), and associated stormwater master plan projects. As a result of this RFI, the City’s project has been placed on the Priority Project List for SAHM CWSRF funding (WW18014). This Scope of Services includes preparing a CWSRF, a Facilities Plan, and supporting documentation. A CWSRF Loan Application for Planning will be prepared under a separate standing as needed professional services” task order due to loan application schedule requirements. Stormwater components will be documented at a planning level to the extent necessary to demonstrate collection system protection and SRF eligibility. The Facilities Work Plan will be developed in accordance with SRF requirements

Attachment A – Scope
City of Flagler Beach, SAHM CWSRF Facilities Work Plan and Funding Assistance

and will include an evaluation of at least three (3) alternatives, including “No Action”, “Rehabilitation”, and “Full Replacement”.

B. PROPOSED SCOPE

The following sections outline our proposed scope of services, deliverables, and fees associated with the Project. These services will be performed after a Notice to Proceed has been issued in a written work or purchase order.

TASK 1 PROJECT MANAGEMENT SERVICES

SUBTASK 1.01 PROJECT MANAGEMENT AND COORDINATION

1. CONSULTANT will develop project management and administration documents needed for project set-up. The CONSULTANT will provide monthly status reports to accompany monthly invoices and will manage and administer the project from inception through close-out.
2. CONSULTANT will coordinate with FDEP SRF staff in preparing the draft SRF loan application and supporting documents.

SUBTASK 1.02 MEETINGS

1. The Consultant will attend one (1) kickoff meeting with the City. The meeting will include a review of the project scope, potential project hurdles, and any other coordination requirements. The CONSULTANT will prepare an agenda and minutes for the meeting. The Kickoff Meeting will include site visits of the four (4) lift stations associated with the Project.
2. The CONSULTANT will also prepare a request for background documentation, such as existing drawings, reports, SCADA data, work order data, inspection sheets, photos, standards, planning documents, and necessary general conditions and construction forms.

TASK 2 FACILITIES WORK PLAN AND FUNDING ASSISTANCE

SUBTASK 2.01 FACILITIES WORK PLAN

1. CONSULTANT will coordinate with the CITY to obtain relevant available information for the project. The CONSULTANT will develop and maintain a data collection spreadsheet to document the data collection process and identify missing data. The CONSULTANT will process and review relevant data to support this Task and others.
2. As part of data collection, CONSULTANT will perform planning-level civil and site screening for the four (4) lift stations, including review of available record drawings, site layout constraints, finished grades, and known flood elevations. Planning-level civil screening will also include consideration of stormwater flow paths/drainage patterns in the vicinity of the Project lift stations and identification of feasible measures to direct stormwater away from critical lift station components (planning-level only).

Attachment A – Scope
City of Flagler Beach, SAHM CWSRF Facilities Work Plan and Funding Assistance

3. For each alternative, the CONSULTANT will assess constructability, anticipated modifications (including but not limited to equipment elevation, access improvements, concrete pad condition), and ability to improve system resiliency during major rainfall or storm events, including consideration of measures to reduce storm-driven inflow/I&I impacts and protect lift station operations.
4. CONSULTANT will prepare the Facilities Work Plan in accordance with FDEP funding requirements listed in rules 62-503, F.A.C.. The Work Plan will address the four (4) Project lift stations. The Work Plan will also include planning-level documentation of stormwater master plan improvements being advanced under the SAHM/CWSRF Proposed Project that directly protect the wastewater collection system from storm-driven inflow/infiltration.
5. A draft Work Plan will be submitted to the CITY for review and comment, leading up to a review workshop. The final Work Plan will address CITY comments and questions.

SUBTASK 2.02 PUBLIC COORDINATION

1. The CONSULTANT will attend up to one (1) public meeting, such as City Commission Meetings, to serve as subject matter experts related to SRF Loan Application agenda items.
2. The CONSULTANT will be present to address public questions and prepare presentations and materials in coordination with the CITY.

C. MILESTONES AND SCHEDULE

1. Project Milestones are identified by deliverables at the proposed schedule below:

Task	Deliverable	Weeks from Notice to Proceed
	Draft Facilities Work Plan	12
	Final Facilities Work Plan	14

D. ASSUMPTIONS AND OTHER ITEMS

1. The CONSULTANT does not guarantee that a submitted CWSRF Loan Application will result in the successful receipt of any SFR funding that is available at the time of submission.
2. The Facilities Work Plan will define resiliency objectives at a planning level and will not establish final design criteria. If authorized, final design criteria and permitting requirements will be developed during subsequent design phases.
3. Stormwater-related services under this scope are limited to stormwater components associated with the SAHM/CWSRF Proposed Project and documentation necessary to support Facilities Plan/Work Plan requirements, and do not include preparation of a citywide stormwater facilities plan or update to the City's Stormwater Master Plan.
4. On notice, the CITY will provide the CONSULTANT with the following information and services, and the CONSULTANT may reasonably rely on this information for use on the project:
 - a. Discharge Monitoring Reports, and Daily Operational Process Data
 - b. Copies of Operational Permits
 - c. Record drawings and Asset Data
 - d. Supervised access to facilities and sites.
5. Services not specifically identified in this Scope of Work are not included. These services can be provided at the request of the CITY through an amendment of this Scope, if permissible under the conditions of the CONTRACT and requirements of the CCNA. These include:
 - a. Financial analyses are required for the SRF loan application, which the City is to provide.
 - b. Updates to the City's Comprehensive Plan.
 - c. Public notices that may be required.
 - d. Detailed design documents, permits, or bid documents.
 - e. Development of a Request for Qualifications for final design documents.
 - f. Preparation of a RFI or CWSRF Application for Construction funding.

E. PROPOSED FEE AND PAYMENT

1. The Consultant proposes to provide the professional consulting services described herein at the established fixed fees outlined in the table below. Fixed fees will be invoiced at a rate based on project progress. Direct expenses will be invoiced at the rate incurred and provided with backup documentation.
2. Costs are computed by the Consultant's 2026 Rate Schedule. A complete copy of this Rate Schedule can be provided at request.
3. The proposed totalized fees for the service described are summarized as follows:

Attachment A – Scope
City of Flagler Beach, SAHM CWSRF Facilities Work Plan and Funding Assistance

Task	Description	Fixed Fee Amount	Time and Materials Amount	Total
Task 1	Project Management Services	\$15,670.00	\$1,750.00	\$17,420.00
Task 2	Facilities Work Plan & Funding Assistance	\$57,178.00	\$-	\$57,178.00
Total Proposed Fee		\$72,848.00	\$1,750.00	\$74,598.00

4. **Attachment B** includes a complete proposed fee breakdown.

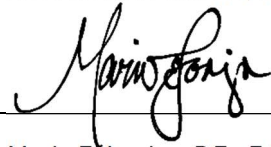
F. AUTHORIZATION

The Scope of Services and Compensation stated in this proposal have been reviewed and approved by the Consultant's appropriate contracting authority.

Prepared By: MCKIM AND CREED, INC.

By: 
 Name: Charles Hill, P.E., BCEE
 Title: Client Manager
 Date: 01/23/2026

Approved By: MCKIM AND CREED, INC.

By: 
 Name: Mario E. Loaiza, P.E., F.ASCE
 Title: Regional Manager
 Date: 01/23/2026

Accepted By: CITY OF FLAGLER BEACH, FLORIDA

By: _____
 Name: _____
 Title: _____
 Date: _____

END OF ATTACHMENT A
SCOPE OF SERVICES SUMMARY

Task		Engineering Manager	Project Manager II	Project Engineer III (I&C)	Project Engineer III (Electrical)	Project Engineer I (Stormwater)	Project Engineer II (Water Proc.)	Designer I	Senior Project Administrator	GIS Analyst II	Total Hours	Total Labor Fee	Direct Expenses	Total Fee
		\$ 314.00	\$ 243.00	\$ 238.00	\$ 238.00	\$ 179.00	\$ 203.00	\$ 127.00	\$ 122.00	\$ 145.00				
Task 1 Project Management Services														
1.01	Project Management		4				16		4		24	\$ 4,708.00	\$ -	\$ 4,708.00
1.02	Kickoff Meeting	12	4	4	8	12	6				46	\$ 10,962.00	\$ 1,750.00	\$ 12,712.00
Task 1 Subtotal		12	8	4	8	12	22		4		70	\$ 15,670.00	\$ 1,750.00	\$ 17,420.00
Task 2 Facilities Work Plan & Funding Assistance														
2.01	Facilities Work Plan Preparation	12	4	24	64	54	66	40		8	272	\$ 54,988.00	\$ -	\$ 54,988.00
2.02	Public Coordination		4				6				10	\$ 2,190.00	\$ -	\$ 2,190.00
Task 2 Subtotal		12	8	24	64	54	72	40		8	282	\$ 57,178.00	\$ -	\$ 57,178.00
Total		24	16	28	72	66	94	40	4	8	352	\$ 72,848.00	\$ 1,750.00	\$ 74,598.00

SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND HAWAI'I WILDFIRES

REQUEST FOR INCLUSION - FACILITY ID NO. FLOO26611

Date: June 16, 2025



City of Flagler Beach
Utility Department
116 S. 3rd Street
Flagler Beach, FL 32136

BACKGROUND

The City of Flagler Beach Utility Department ("City") owns and operates a wastewater collection system and a 1.0 MGD AADF domestic wastewater treatment facility ("WWTF") located at 2000 Ave A, Flagler Beach, Florida, under **Permit FL0026611**. The collection system spans from the North Peninsula State Park to Ocean Marina Drive, through portions of the mainland, and across the Florida Intracoastal Waterway.

The City was issued a Consent Order by the FDEP in response to compliance issues, including several Sanitary Sewer Overflows (SSOs) related to tropical cyclone events in 2022. Later, the FDEP issued an Amended Consent Order to address the problems discovered during an August 2024 inspection.

Hurricane Milton particularly impacted the operation of the City's stormwater system, collection system, and WWTP. During that period, the City's collection system exhibited demonstrable impact and response to rainfall (Figure 1), causing a reported SSO on October 16, 2024, during recovery.

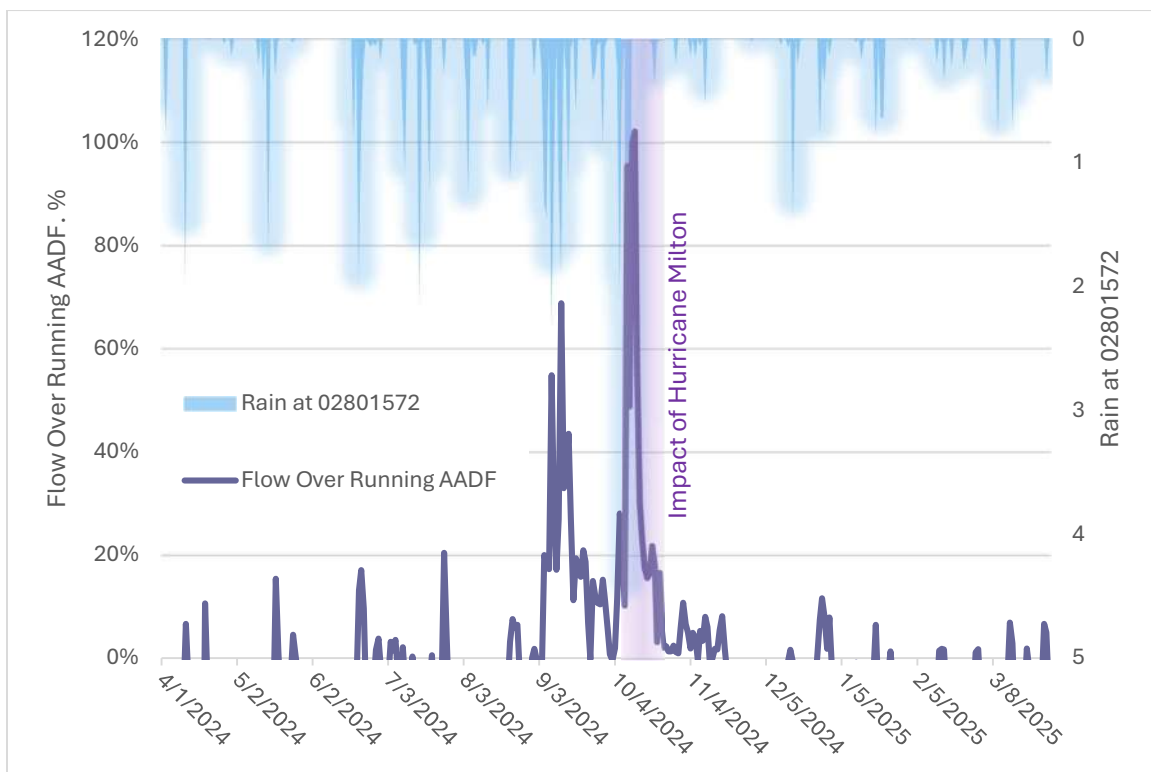


Figure 1 Flow Response compared to SJRMWN Hydrological Station 02801572

PROJECT

The City currently has seven lift station improvement designs, shovel-ready, to enhance its resiliency to flood risks. These projects currently have funding strategies in place or underway. In addition, the City is completing a Stormwater Master Plan. **The Proposed Project** will make similar improvements to Lift Stations LS-7, LS-8, PS-3, and PS-6. The Project will build upon the City's current efforts to harden its facilities. The Project's lift stations represent some of the City's worst-condition stations that are stressed during storm events (Table 1). In addition, it will implement **Stormwater Master Plan Projects** that directly protect collection system from inflow and infiltration.

Table 1 Proposed Project's Lift Stations

ID	Location	Vulnerability
PS-3	S Flagler Ave & 6th St S	Adjacent to a waterway, corroded panel susceptible to water
PS-6	1101 N Daytona Ave	Top at surface elevation within stormwater drainage path
LS-7	17 Oak Lane	Suction lift configuration, difficult to access
LS-8	1727 Windsong Cir.	Adjacent to a waterway, suction lift configuration

The **Project Scope** specifically addresses several key components identified in the EPA's SAHM Implementation Memo, by:

- Preventing interruption of the collection system operation in the event of a flood disaster.
- Installation of submersible pumps.
- Waterproofing electrical components and circuitry.
- Dry floodproofing/sealing of structure to prevent floodwater penetration.
- Correction of significant infiltration and inflow problems that increase the likelihood of sewer backups or flooding of a treatment works.
- Reducing the risk of inflow by assessing the flood elevation, setting the wet well's top above flood elevations, and other improvements to direct stormwater away from the lift station.
- Construction or installation of flood attenuation, diversion, and retention infrastructure within or beyond the boundaries of a treatment works that protects the collection system.

The maps attached illustrate the **Project Area's Locations**, featuring the subject lift stations, system assets, and boundaries (system, service area, and municipal).

APPLICABILITY TO THE SAHM CW SRF COMPONENT GOALS

The Project Components are consistent with the priorities of Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires (SAHM) and Clean Water State Revolving Fund including:

- *"Eliminate a documented acute or chronic public health hazard. Examples include elimination of failing septic tanks, failing package plants, or elimination of sanitary sewer overflows."*
 - The Project will harden the wastewater collection system that has been documented through SSOs as being a public health hazard. SSOs were reported on: December 26, 2020; October 18, 2021; March 30, 2022; May 5, 2022; October 6, 2022; November 11, 2022, February 2, 2024; and October 11, 2024.
- *"Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements; or"*
 - The Project will mitigating SSOs which have a high likelihood of impacting surface waters. Portions of the City's wastewater collection system are directly adjacent to an Outstanding Florida Water Body (Tomoka Marsh Aquatic Preserve) and a Surface Water Improvement and Management (SWIM) Plan Water Body (Northern Coastal Basin).
- *"Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered a consent order with the project sponsor."*
 - The Project will help address compliance problems both within the collection system (SSOs) and at the WWTP. The documented enforcement actions include the Original and Amended Consent Order 23-0409, and Warning Letter 24-268.
- *"Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows; scheduled rehabilitation; replacement; repair described in an approved asset management plan; or reuse that replaces an existing or proposed demand on a water supply."*
 - The Project will help correct excessive inflow and rehabilitate assets that have the likelihood of causing compliance issues.

CW SRF FORM RFI-1



Florida Department of Environmental Protection

REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

Clean Water State Revolving Fund Program
3900 Commonwealth Blvd., MS 3505, Tallahassee, FL 32399-3000

Process to receive a State Revolving Fund (SRF) Loan. This Request for Inclusion (RFI) form, Form RFI 1 per subsection 62-503.200(33), F.A.C., lets us know that you are interested in obtaining an SRF loan. Each RFI will be assigned a project engineer to assist you throughout the SRF funding process. The information contained in the RFI is used to determine a priority score for your project; and the priority score is used to rank projects on the SRF priority list. Only projects ranked on the fundable portion of the priority list will receive consideration for a loan. Your project engineer will assist you in understanding all program requirements necessary before you are asked to submit a loan application, Form Application 1 or Form Application 2 per paragraph 62-503.430(1)(a), F.A.C. Please note that costs incurred before the adoption of the project on the fundable or waiting portion of the priority list are ineligible for reimbursement.

Type of Loan Requested in this Application. Select only one loan category and project type.

Loan Category: Planning ☒ Design ☒ Inflow/Infiltration Rehabilitation ☐ Construction ☒

Project Type: Design/Bid/Build ☒ Design/Build (D/B) ☐ Construction Manager at Risk (CMR) ☐

Note: Procurement of professional services must meet the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S.

1. Applicant's Name and Address.

Project Sponsor: City of Flagler Beach Contact Person: Bill Freeman, P.E. Title: City Engineer

800 S Daytona Ave Flagler Beach Flagler Florida 32136
(street address) (city) (county) (state) (zip code)

386-517-2000 230 BFreeman@cityofflaglerbeach.com
(telephone) (ext.) (email address)

Contact Person Address (if different): _____
(street address) (city) (state) (zip code)

2. Name and Address of Applicant's Consultant (if any).

Firm: McKim and Creed, Inc Contact Person: Charles Hill, P.E. Title: Senior Project Manager

139 Executive Circle, Ste 201 Daytona Beach Volusia Florida 32114
(street address) (city) (county) (state) (zip code)

386-274-2828 _____ Chill@mckimcreed.com
(telephone) (ext.) (email address)

3. Certification by Authorized Representative.

I certify that this form and attachments have been completed by me or at my direction and that the information presented herein is, to the best of my knowledge, accurate.

(email address) (date)

(name, typed) (title)

(signature)

REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

4. Eligible Projects.

- a. Stormwater management facilities, such as detention/retention facilities, treatment facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- b. Wastewater management facilities, such as sewers, pump stations, treatment plants, reuse facilities, sludge facilities, etc. sponsored by a local government (eligible under Section 212 of the amended Clean Water Act).
- c. Nonpoint source pollution control best management practices for agriculture, silviculture, on-site treatment and disposal, wetlands, mining, marinas, brownfields or groundwater protection sponsored by any entity (eligible under Section 319 or 320 of the amended Clean Water Act).

5. Project Information (Please attach).

- a. Describe the project, its location, the scope, why it's needed and the environmental benefit.
- b. Attach maps showing system boundaries, existing and proposed service area, and project area.

6. Estimated Costs (Clean Water Act Section 212, 319, and 320).

a. Planning and/or SSES including geotechnical studies and surveying	<u>\$450,000</u>
b. Design	<u>\$1,500,000</u>
c. Special Studies including feasibility studies	<u> </u>
d. Eligible Land (necessary land divided by total land times purchase price)	<u> </u>
e. Construction, Equipment, Materials, Demolition and Related Procurement	<u>\$15,500,000</u>
f. Construction Contingency (10% of Item e)	<u>\$1,500,000</u>
g. Technical Services during Construction	<u>\$300,000</u>
h. Sum of Items a. through g.	<u>\$19,250,000</u>

7. Project Schedule.

(Month and Year)

a. Submit the planning or SSES documentation	<u>Jan 2025</u>
b. Submit the design documents, obtain permits, and acquire sites (as necessary)	<u>May 2026</u>
c. Start activity (such as construction or non-structural best management practice)	<u>Aug 2026</u>
d. Complete activity (such as construction or non-structural best management practice)	<u>Jan 2028</u>

8. Population

a. Population served by the system	<u>5,568</u>
b. Population to be served by the project	<u>5,568</u>

9. Project Priority

- a. Baseline Priority Categorization.

In the Table below, identify each of the project components for which the project qualifies and provide the component's construction cost. The baseline priority score (BPS) will be determined by prorating each component. The project sponsor must provide documentation that supports the selection of a base priority score of 350 points or greater.

REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

<u>Project Component</u>	<u>Priority Points</u>	<u>Component Construction Cost</u>
1. Eliminate a documented acute or chronic public health hazard. Examples include elimination of failing septic tanks, failing package plants, or elimination of sanitary sewer overflows.	500 points	<u>\$19,250,000</u>
2. Implement a project included in, or to be implemented as a direct result of, an adopted Basin Management Action Plan or a Reasonable Assurance Plan approved pursuant to section 403.067, F.S.	450 points	_____
3a. Protect surface or ground water by preventing or reducing a documented source of pollution, pollution reductions necessary to meet regulatory requirements; or		
3b. Projects or activities by local governments or on-site system management entities, under section 319 of the Act, that correct septic tank failures in springsheds of first magnitude springs; or correct septic tank contributions to nutrient impaired spring systems.	400 points	<u>\$19,250,000</u>
4. Address a compliance problem documented in an enforcement action where the Department has issued a notice of violation or entered a consent order with the project sponsor.	375 points	<u>\$19,250,000</u>
5. Meet the criteria for a Green Project; correct excessive inflow/infiltration or other issues within the collection and transmission system that cause sanitary sewer overflows; scheduled rehabilitation; replacement; repair described in an approved asset management plan; or reuse that replaces an existing or proposed demand on a water supply.	350 points	<u>\$19,250,000</u>
6. Planning and design loans; projects for the installation of wastewater transmission facilities to be constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way; or for rehabilitation, replacement or repair not included in an approved asset management plan.	340 points	_____
7. Projects that construct other reclaimed water systems or residuals reuse systems that do not meet the criteria of component 5. above.	300 points	_____
8. Ensure compliance with other enforceable standards or requirements.	200 points	_____
9. Timely submitted projects that otherwise meet the requirements of the Act (including land or wastewater system acquisition projects).	100 points	_____

b. Restoration and Protection of Special Water Bodies.

In order to qualify for a base score multiplier, identify which of the water bodies listed below that the project will assist in restoring or protecting; and reference the location in existing documentation where substantiating information may be found or attach other such substantiating information. If none are selected, the multiplier equals 1.0. If one or more are selected, the multiplier is 1.2. Supporting documentation must be provided for items selected.

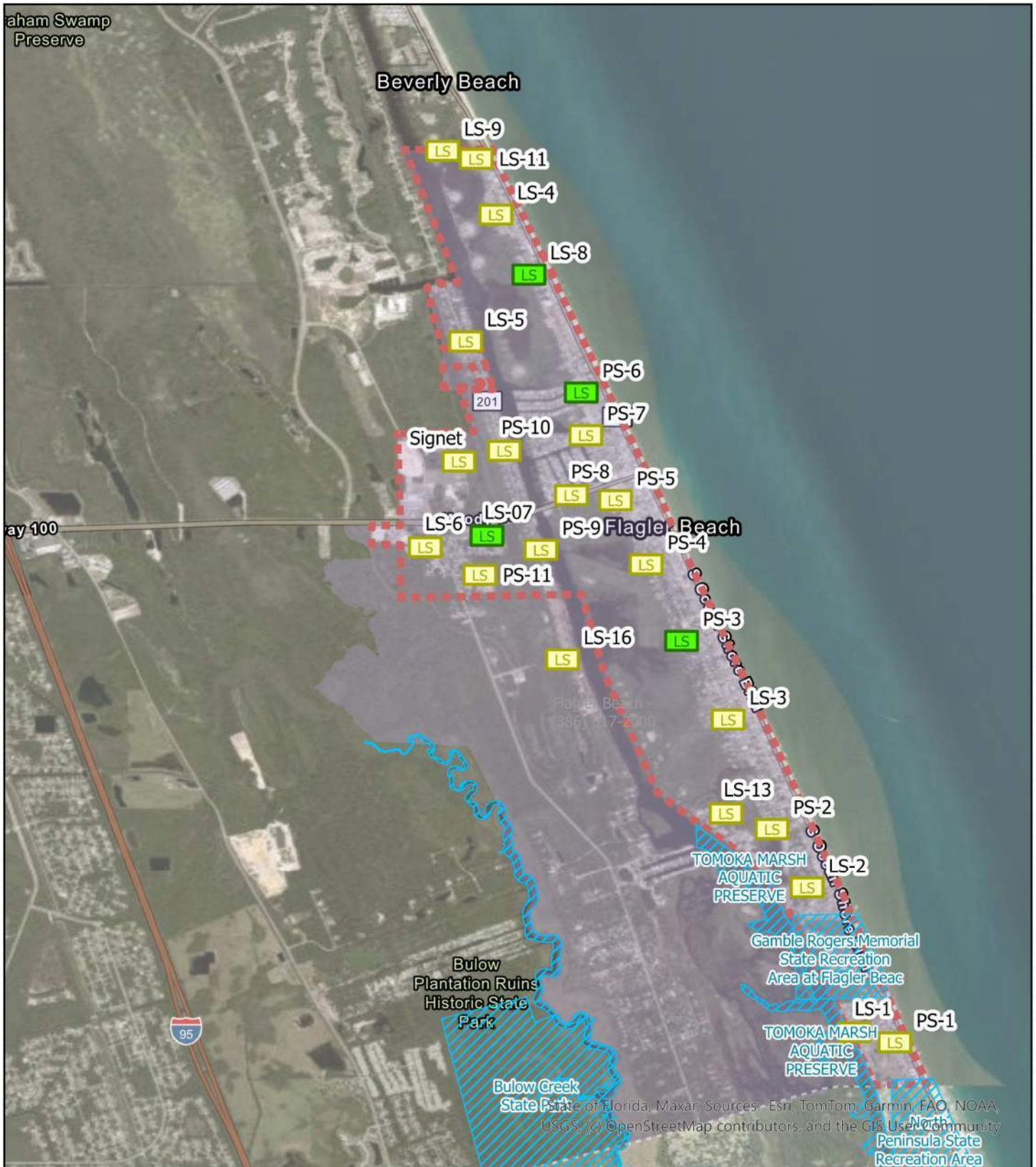
1. A priority water body identified in an adopted Surface Water Improvement and Management (SWIM) Plan. ☒
2. A water body classified as Outstanding Florida Waters or Wild and Scenic Rivers. ☒

c. Projects that document any of the following shall have bonus points added to the priority score after the adjustment under paragraph (b) above, as indicated. Items 3, 4 and 5 below are only applicable to financially disadvantaged small communities.

1. Elimination of Ocean Outfalls. 15 points ☐
2. Consistency with an Integrated Water Resource Management (One Water) plan. 15 points ☐
3. Population of 10,000 or less as of most recent decennial census, and affordability index less than or equal to 100.
1000 divided by the affordability Index = _____ points.
4. Negative population trend as defined in 62-505.300(2)(c)2, F.A.C. 25 points ☐
5. End of useful life as defined in 62-505.300(2)(c)3., F.A.C. 25 points ☐

Return the completed form to the State Revolving Fund Program, 3900 Commonwealth Blvd., MS 3505, Tallahassee, Florida, 32399-3000. The form may be scanned and emailed to SRFRFI@FloridaDEP.gov.

MAPS



MAPPING PRODUCED USING



PROJECT: --- DATE: 6/16/2025

PM: CHH GIS: MRC QA: ---



Sanitary Sewer

- LS Proposed Lift Stations Improvements
- LS Lift Stations

Water Provider

Flagler Beach - (386) 517-2000

Boundary

- CITY OF FLAGLER BEACH
- Outstanding Florida Waters

LIFT STATION RESILIENCY

IMPROVEMENTS

OVERALL MAP

CITY OF FLAGLER BEACH
FLAGLER COUNTY, FLORIDA



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, State of Florida, Ocean Water, Beach Bar & Grill

MAPPING PRODUCED USING



PROJECT: --- DATE: 6/16/2025
PM: CHH GIS: MRC QA: ---



Sanitary Sewer

- LS Proposed Lift Stations Improvements
- LS Lift Stations
- S Sanitary Sewer Manholes
- Sanitary Sewer Force Mains

- Sanitary Sewer Gravity Mains
- Water Provider
- Flagler Beach - (386) 517-2000
- Boundary
- CITY OF FLAGLER BEACH

LIFT STATION RESILIENCY

IMPROVEMENTS

PS-3

CITY OF FLAGLER BEACH
FLAGLER COUNTY, FLORIDA



MAPPING PRODUCED USING



PROJECT: --- DATE: 6/16/2025
PM: CHH GIS: MRC QA: ---



Sanitary Sewer

- LS Proposed Lift Stations Improvements
- LS Lift Stations
- S Sanitary Sewer Manholes
- Sanitary Sewer Force Mains

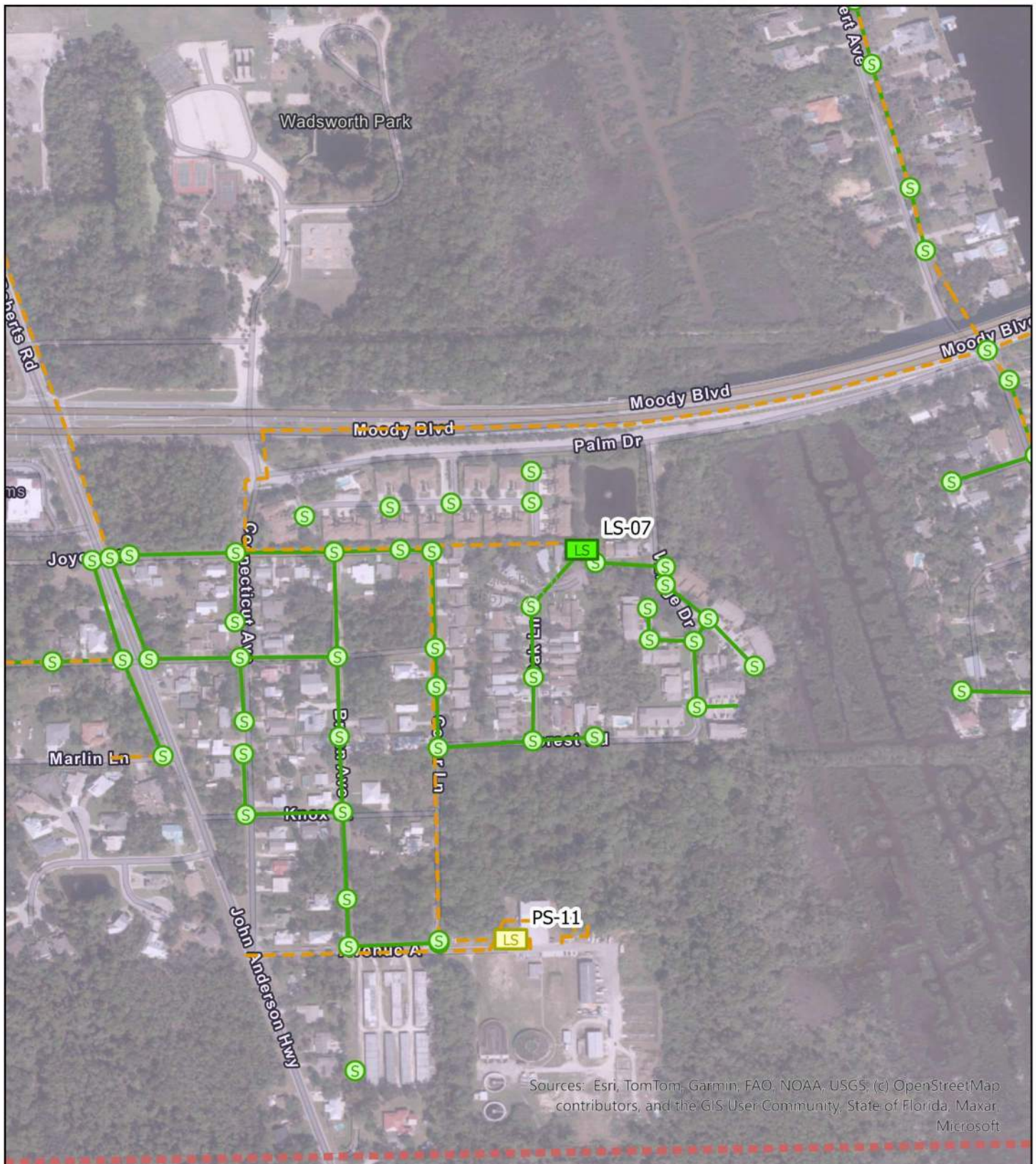
- Sanitary Sewer Gravity Mains
- Water Provider
- Flagler Beach - (386) 517-2000
- Boundary
- CITY OF FLAGLER BEACH

LIFT STATION RESILIENCY

IMPROVEMENTS

PS-6

CITY OF FLAGLER BEACH
FLAGLER COUNTY, FLORIDA



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, State of Florida, Maxar, Microsoft

MAPPING PRODUCED USING



PROJECT: --- DATE: 6/16/2025
PM: CHH GIS: MRC QA: ---



Sanitary Sewer

- LS Proposed Lift Stations Improvements
- LS Lift Stations
- S Sanitary Sewer Manholes
- Sanitary Sewer Force Mains

- Sanitary Sewer Gravity Mains
- Water Provider
- Flagler Beach - (386) 517-2000
- Boundary
- CITY OF FLAGLER BEACH

LIFT STATION RESILIENCY IMPROVEMENTS
LS-07

CITY OF FLAGLER BEACH
FLAGLER COUNTY, FLORIDA



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, State of Florida; Maxar, Microsoft

MAPPING PRODUCED USING



PROJECT: --- DATE: 6/16/2025
PM: CHH GIS: MRC QA: ---



Sanitary Sewer

- LS Proposed Lift Stations Improvements
- LS Lift Stations
- S Sanitary Sewer Manholes
- Sanitary Sewer Force Mains

- Sanitary Sewer Gravity Mains
- Water Provider
- Flagler Beach - (386) 517-2000
- Boundary
- CITY OF FLAGLER BEACH

LIFT STATION RESILIENCY

IMPROVEMENTS

LS-8

CITY OF FLAGLER BEACH
FLAGLER COUNTY, FLORIDA

STORMWATER MASTER PLAN PROJECTS

SOUTH 16TH OUTFALL DRAINAGE IMPROVEMENTS

BASIN 30, PROJECT 05

PROJECT LOCATION

The project area is in the southeast part of the City, located between S 17th St and S 15th St.

PROJECT SUMMARY

This project includes the installation of stormwater inlets and conveyance pipes to direct runoff to a new outfall pipe, with roadside swales added to reduce roadway flooding and improve surface drainage. Additional improvements include paving existing dirt roads and installing curb and gutter where none currently exist to enhance stormwater capture, improve road conditions, and reduce long-term maintenance needs.

SCORING CRITERIA

Criteria	Raw Score	Weight	Weighted Score
A. Existing Risks	3	15%	0.45
B. Project Implementation Complexity	5	15%	0.75
C. Benefit-Cost Ratio	0	10%	0.00
D. Community Recognized Issue	0	10%	0.00
E. Infrastructure & Capacity for Future Needs	2	10%	0.20
F. Special Funding Availability	0	5%	0.00
G. Water Quality	2	5%	0.10
H. Area of Benefit	4	5%	0.20
I. Environmental Enhancements	1	5%	0.05
J. Estimated Probable Cost	1	10%	0.10
K. Structural Flood Reduction Benefit	5	10%	0.50
Total Score			2.35
Rank			39

UNIQUE CIRCUMSTANCES

Several residents in this area have expressed concern based on past storm events. Currently, it appears that stormwater runoff sheet flows into the wetlands to the south of S Flagler. The majority of the runoff appears to be flowing through properties causing flooding concerns, rather than being collected and conveyed efficiently.

ESTIMATED PROJECT COST

\$ 6,327,416.13

PROJECT VICINITY

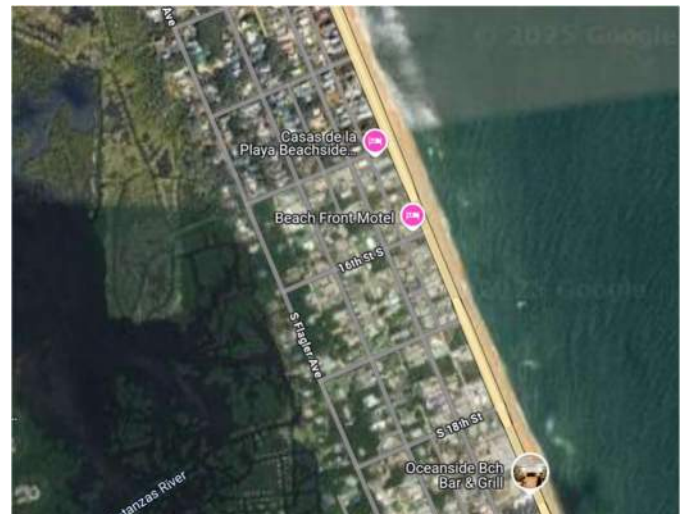


Image captured from Google Maps

S 16TH OUTFALL DRAINAGE IMPROVEMENTS

Engineer's Conceptual Opinion Of Probable Implementation Costs

CONSTRUCTION / IMPLEMENTATION COSTS						
Item	FDOT Pay Item No. ¹	Description	Units	Unit Cost	Quantity	Total
1	-	PROPERTY / EASEMENT ACCESS & RESTORATION	EA	\$10,000.00	0	\$0.00
2	-	UTILITY COORDINATION (PROTECTION, RELOCATION, ADJUSTMENT)	%	\$55,994.83	3	\$167,984.50
3	101-1	MOBILIZATION	%	\$38,940.83	±8	\$312,000.00
4	102-1	MAINTENANCE OF TRAFFIC	%	\$38,940.83	±5	\$195,000.00
5	104-1	PREVENTION, CONTROL, ABATEMENT OF EROSION AND WATER POLLUTION	%	\$38,940.83	±5	\$195,000.00
6	-	DEWATERING & TURBIDITY CONTROLS	%	\$38,940.83	±7	\$273,000.00
7	0104-10-3	SEDIMENT BARRIER ²	LF	\$2.50	7948	\$19,870.00
8	0110-1-1	CLEARING & GRUBBING ²	AC	\$55,000.00	0.00	\$0.00
9	0110-4-10	REMOVAL OF EXISTING CONCRETE ²	SY	\$46.00	2832	\$130,272.00
10	0110-7-1	MAILBOX, F&I SINGLE ²	EA	\$350.00	203	\$71,050.00
11	0120-1	REGULAR EXCAVATION	CY	\$14.00	0	\$0.00
12	0120-5	CHANNEL EXCAVATION	CY	\$27.00	933	\$25,191.00
13	0160-4	TYPE B STABILIZATION ²	SY	\$8.40	8831	\$74,180.40
14	0285705	OPTIONAL BASE, BASE GROUP 05 ²	SY	\$18.00	8831	\$158,958.00
15	0327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH ²	SY	\$3.60	8831	\$31,791.60
16	0334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C ²	TN	\$150.00	961	\$144,150.00
17	-	PROPOSED STORMWATER PIPES ³	LF	\$160.00	7948	\$1,271,680.00
18	-	PROPOSED STORMWATER STRUCTURES ⁴	EA	\$7,800.00	70	\$546,000.00
19	-	OUTFALL PIPES ⁵	LF	\$400.00	150	\$59,000.00
20	-	MITERED END SECTIONS ⁶	EA	-	0	\$0.00
21	-	EXFILTRATION SYSTEM	CF	\$20.00	0	\$0.00
22	0520-1-10	MIAMI CURB & GUTTER	LF	\$50.00	20134	\$1,006,700.00
23	0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK ²	SY	\$110.00	2832	\$311,520.00
24	0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	\$140.00	26	\$3,640.00
25	0570-1-2	PERFORMANCE TURF, SOD	SY	\$4.30	9321	\$40,080.30
SUB-TOTAL CONSTRUCTION COST:						\$4,869,083.30
INCIDENTALS @ 15%:						\$730,400.00
CONCEPTUAL OPINION OF CONSTRUCTION COSTS:						\$5,599,483.30
SOFT COSTS						
1	-	PROFESSIONAL SERVICES	%	\$55,994.83	10	\$559,948.33
2	-	PROPERTY / EASEMENT ACQUISITION	EA	\$5,000.00	0	\$0.00
SUB-TOTAL SOFT COSTS:						\$727,932.83
CONCEPTUAL GRAND TOTAL:						\$6,327,416.13

NOTES:

- Unit costs for FDOT pay items adapted from twelve month rolling averages (March 2024 to February 2025) for Market Area 07 and Statewide data.
- Based on a "typical" 1,000 linear feet segment of stormwater infrastructure installation within City right-of-way. Refer to Cost Estimation Approach section in Phase 2 Report.
- Unit costs generally represent average of FDOT pay itmes for PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18" to 24"S/CD.
- Unit costs generally represent average of FDOT pay itmes for INLETS, DT BOT, TYPE C,<10'; and INLETS, GUTTER, TYPE S, <10' & MANHOLES, P-7, <10'.
- Unit costs generally represent average of FDOT pay itmes for PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24" to 48"S/CD.
- Unit costs generally represent average of FDOT pay itmes for MITERED END SECTION, OPTIONAL ROUND, 18" to 48" SD.

This aerial map illustrates the study area, which includes a river and surrounding land use. Sampling points are numbered 1 through 31. The river is shown in blue, and the surrounding land is green. The sampling points are distributed along the river and in the surrounding area. A red box highlights the area around sampling point 18, which is the focus of the study.

THE VILLAGE LOOP DRAINAGE IMPROVEMENTS

BASIN 87, PROJECT 01

PROJECT LOCATION

The project area is a portion of the Village Subdivisions in the west part of the City, south of Moody Blvd and north of the Wastewater Treatment Plant. Included in the area are Forest Rd, Oak Ln, and Village Dr.

PROJECT SUMMARY

This project proposes the installation of stormwater inlets and conveyance pipes to direct runoff to a new outfall pipe, increasing the system's ability to manage stormwater during typical rain events. Roadside swales will help reduce roadway flooding, while curb and gutter will be installed in areas currently lacking this infrastructure to improve runoff capture, protect roadways, and enhance overall drainage performance.

SCORING CRITERIA

Criteria	Raw Score	Weight	Weighted Score
A. Existing Risks	3	15%	0.45
B. Project Implementation Complexity	4	15%	0.60
C. Benefit-Cost Ratio	5	10%	0.50
D. Community Recognized Issue	0	10%	0.00
E. Infrastructure & Capacity for Future Needs	3	10%	0.30
F. Special Funding Availability	3	5%	0.15
G. Water Quality	3	5%	0.15
H. Area of Benefit	2	5%	0.10
I. Environmental Enhancements	1	5%	0.05
J. Estimated Probable Cost	3	10%	0.30
K. Structural Flood Reduction Benefit	3	10%	0.30
Total Score			2.90
Rank			4

UNIQUE CIRCUMSTANCES

This project is proposed within a common area listed on the Property Appraiser Website as belonging to the Village Drive Homeowners Association. Coordination efforts may be required for project construction.

ESTIMATED PROJECT COST

\$ 1,609,120.20

PROJECT VICINITY

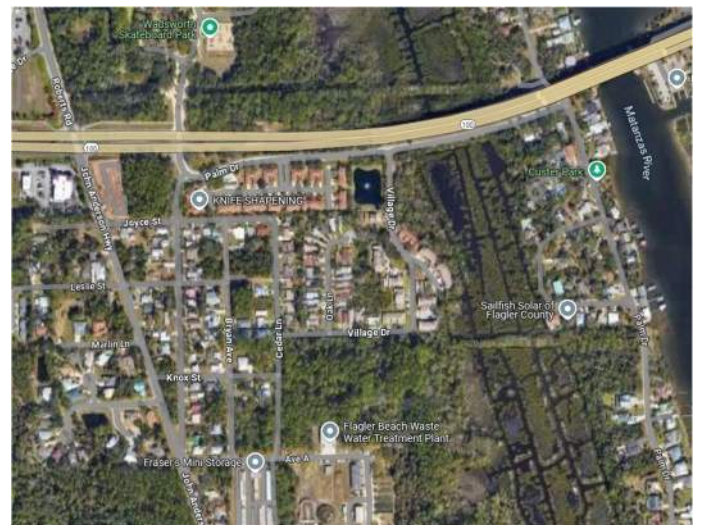


Image captured from Google Maps

THE VILLAGE LOOP DRAINAGE IMPROVEMENTS

Engineer's Conceptual Opinion Of Probable Implementation Costs

CONSTRUCTION / IMPLEMENTATION COSTS						
Item	FDOT Pay Item No. ¹	Description	Units	Unit Cost	Quantity	Total
1	-	PROPERTY / EASEMENT ACCESS & RESTORATION	EA	\$10,000.00	2	\$20,000.00
2	-	UTILITY COORDINATION (PROTECTION, RELOCATION, ADJUSTMENT)	%	\$13,974.52	3	\$41,923.55
3	101-1	MOBILIZATION	%	\$9,711.52	±8	\$78,000.00
4	102-1	MAINTENANCE OF TRAFFIC	%	\$9,711.52	±5	\$49,000.00
5	104-1	PREVENTION, CONTROL, ABATEMENT OF EROSION AND WATER POLLUTION	%	\$9,711.52	±5	\$49,000.00
6	-	DEWATERING & TURBIDITY CONTROLS	%	\$9,711.52	±7	\$68,000.00
7	0104-10-3	SEDIMENT BARRIER ²	LF	\$2.50	2142	\$5,355.00
8	0110-1-1	CLEARING & GRUBBING ²	AC	\$55,000.00	0.00	\$0.00
9	0110-4-10	REMOVAL OF EXISTING CONCRETE ²	SY	\$46.00	763	\$35,098.00
10	0110-7-1	MAILBOX, F&I SINGLE ²	EA	\$350.00	55	\$19,250.00
11	0120-1	REGULAR EXCAVATION	CY	\$14.00	0	\$0.00
12	0120-5	CHANNEL EXCAVATION	CY	\$27.00	99	\$2,673.00
13	0160-4	TYPE B STABILIZATION ²	SY	\$8.40	2380	\$19,992.00
14	0285705	OPTIONAL BASE, BASE GROUP 05 ²	SY	\$18.00	2380	\$42,840.00
15	0327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH ²	SY	\$3.60	2380	\$8,568.00
16	0334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C ²	TN	\$150.00	259	\$38,850.00
17	-	PROPOSED STORMWATER PIPES ³	LF	\$160.00	2142	\$342,720.00
18	-	PROPOSED STORMWATER STRUCTURES ⁴	EA	\$7,800.00	25	\$195,000.00
19	-	OUTFALL PIPES ⁵	LF	\$270.00	200	\$54,000.00
20	-	MITERED END SECTIONS ⁶	EA	\$8,700.00	1	\$8,700.00
21	-	EXFILTRATION SYSTEM	CF	\$20.00	0	\$0.00
22	0520-1-10	MIAMI CURB & GUTTER	LF	\$50.00	2126	\$106,300.00
23	0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK ²	SY	\$110.00	763	\$83,930.00
24	0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	\$140.00	26	\$3,640.00
25	0570-1-2	PERFORMANCE TURF, SOD	SY	\$4.30	985	\$4,235.50
SUB-TOTAL CONSTRUCTION COST:						\$1,215,151.50
INCIDENTALS @ 15%:						\$182,300.00
CONCEPTUAL OPINION OF CONSTRUCTION COSTS:						\$1,397,451.50
SOFT COSTS						
1	-	PROFESSIONAL SERVICES	%	\$13,974.52	10	\$139,745.15
2	-	PROPERTY / EASEMENT ACQUISITION	EA	\$5,000.00	2	\$10,000.00
SUB-TOTAL SOFT COSTS:						\$211,668.70
CONCEPTUAL GRAND TOTAL:						\$1,609,120.20

NOTES:

- Unit costs for FDOT pay items adapted from twelve month rolling averages (March 2024 to February 2025) for Market Area 07 and Statewide data.
- Based on a "typical" 1,000 linear feet segment of stormwater infrastructure installation within City right-of-way. Refer to Cost Estimation Approach section in Phase 2 Report.
- Unit costs generally represent average of FDOT pay itmes for PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18" to 24"S/CD.
- Unit costs generally represent average of FDOT pay itmes for INLETS, DT BOT, TYPE C,<10'; and INLETS, GUTTER, TYPE S, <10' & MANHOLES, P-7, <10'.
- Unit costs generally represent average of FDOT pay itmes for PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24" to 48"S/CD.
- Unit costs generally represent average of FDOT pay itmes for MITERED END SECTION, OPTIONAL ROUND, 18" to 48" SD.

McKIM & CREED
ENGINEERS SURVEYORS PLANNERS
1301 North Palafax St, Ste 200, Pensacola, FL 32501
P: 850-994-9503 | W: www.mckimcreed.com

WINDSONG DRAINAGE IMPROVEMENTS

BASIN 73, PROJECT 02

PROJECT LOCATION

The project area is in the northern part of the City, located north of N 17th St. and Silver Lake Park.

PROJECT SUMMARY

This project includes the installation of roadside swales, new stormwater inlets and conveyance pipes, and a new outfall pipe to improve drainage and reduce flooding. Curb and gutter will also be installed where currently absent to enhance stormwater collection and protect roadway infrastructure.

SCORING CRITERIA

Criteria	Raw Score	Weight	Weighted Score
A. Existing Risks	3	15%	0.45
B. Project Implementation Complexity	4	15%	0.60
C. Benefit-Cost Ratio	1	10%	0.10
D. Community Recognized Issue	0	10%	0.00
E. Infrastructure & Capacity for Future Needs	2	10%	0.20
F. Special Funding Availability	1	5%	0.05
G. Water Quality	2	5%	0.10
H. Area of Benefit	3	5%	0.15
I. Environmental Enhancements	1	5%	0.05
J. Estimated Probable Cost	3	10%	0.30
K. Structural Flood Reduction Benefit	4	10%	0.40
Total Score			2.40
Rank			33

UNIQUE CIRCUMSTANCES

Utilize existing easements for new outfall and roadside swales.

ESTIMATED PROJECT COST

\$2,511,442.85

PROJECT VICINITY

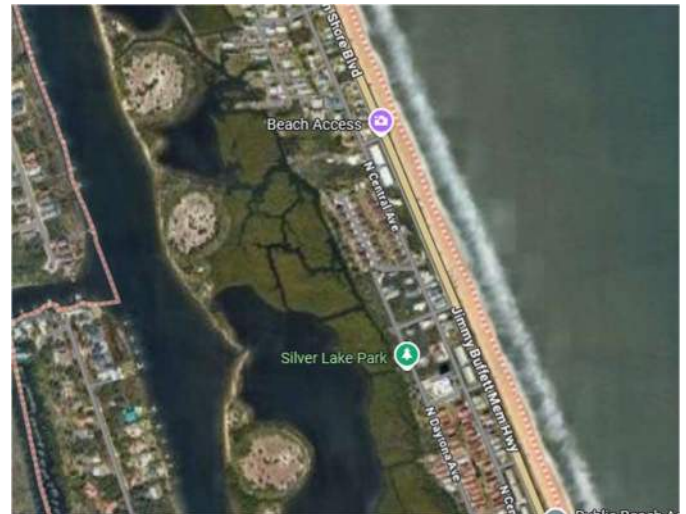


Image captured from Google Maps

WINDSONG DRAINAGE IMPROVEMENTS

Engineer's Conceptual Opinion Of Probable Implementation Costs

CONSTRUCTION / IMPLEMENTATION COSTS						
Item	FDOT Pay Item No. ¹	Description	Units	Unit Cost	Quantity	Total
1	-	PROPERTY / EASEMENT ACCESS & RESTORATION	EA	\$10,000.00	0	\$0.00
2	-	UTILITY COORDINATION (PROTECTION, RELOCATION, ADJUSTMENT)	%	\$22,225.16	3	\$66,675.47
3	101-1	MOBILIZATION	%	\$15,436.16	±8	\$124,000.00
4	102-1	MAINTENANCE OF TRAFFIC	%	\$15,436.16	±5	\$78,000.00
5	104-1	PREVENTION, CONTROL, ABATEMENT OF EROSION AND WATER POLLUTION	%	\$15,436.16	±5	\$78,000.00
6	-	DEWATERING & TURBIDITY CONTROLS	%	\$15,436.16	±7	\$109,000.00
7	0104-10-3	SEDIMENT BARRIER ²	LF	\$2.50	3038	\$7,595.00
8	0110-1-1	CLEARING & GRUBBING ²	AC	\$55,000.00	0.00	\$0.00
9	0110-4-10	REMOVAL OF EXISTING CONCRETE ²	SY	\$46.00	1083	\$49,818.00
10	0110-7-1	MAILBOX, F&I SINGLE ²	EA	\$350.00	78	\$27,300.00
11	0120-1	REGULAR EXCAVATION	CY	\$14.00	0	\$0.00
12	0120-5	CHANNEL EXCAVATION	CY	\$27.00	302	\$8,154.00
13	0160-4	TYPE B STABILIZATION ²	SY	\$8.40	3376	\$28,358.40
14	0285705	OPTIONAL BASE, BASE GROUP 05 ²	SY	\$18.00	3376	\$60,768.00
15	0327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH ²	SY	\$3.60	3376	\$12,153.60
16	0334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C ²	TN	\$150.00	368	\$55,200.00
17	-	PROPOSED STORMWATER PIPES ³	LF	\$160.00	3038	\$486,080.00
18	-	PROPOSED STORMWATER STRUCTURES ⁴	EA	\$7,800.00	41	\$319,800.00
19	-	OUTFALL PIPES ⁵	LF	\$270.00	100	\$27,000.00
20	-	MITERED END SECTIONS ⁶	EA	-	0	\$0.00
21	-	EXFILTRATION SYSTEM	CF	\$20.00	0	\$0.00
22	0520-1-10	MIAMI CURB & GUTTER	LF	\$50.00	6513	\$325,650.00
23	0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK ²	SY	\$110.00	1083	\$119,130.00
24	0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	\$140.00	26	\$3,640.00
25	0570-1-2	PERFORMANCE TURF, SOD	SY	\$4.30	3016	\$12,968.80
SUB-TOTAL CONSTRUCTION COST:						\$1,932,615.80
INCIDENTALS @ 15%:						\$289,900.00
CONCEPTUAL OPINION OF CONSTRUCTION COSTS:						\$2,222,515.80
SOFT COSTS						
1	-	PROFESSIONAL SERVICES	%	\$22,225.16	10	\$222,251.58
2	-	PROPERTY / EASEMENT ACQUISITION	EA	\$5,000.00	0	\$0.00
SUB-TOTAL SOFT COSTS:						\$288,927.05
CONCEPTUAL GRAND TOTAL:						\$2,511,442.85

NOTES:

- Unit costs for FDOT pay items adapted from twelve month rolling averages (March 2024 to February 2025) for Market Area 07 and Statewide data.
- Based on a "typical" 1,000 linear feet segment of stormwater infrastructure installation within City right-of-way. Refer to Cost Estimation Approach section in Phase 2 Report.
- Unit costs generally represent average of FDOT pay itmes for PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18" to 24"S/CD.
- Unit costs generally represent average of FDOT pay itmes for INLETS, DT BOT, TYPE C,<10'; and INLETS, GUTTER, TYPE S, <10' & MANHOLES, P-7, <10'.
- Unit costs generally represent average of FDOT pay itmes for PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24" to 48"S/CD.
- Unit costs generally represent average of FDOT pay itmes for MITERED END SECTION, OPTIONAL ROUND, 18" to 48" SD.

SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON AND HAWAII WILDFIRES

ADDITIONAL INFORMATION RELATING TO REQUEST FOR INCLUSION - FACILITY ID NO. FL0026611

Date: September 29, 2025



City of Flagler Beach
Utility Department
116 S. 3rd Street
Flagler Beach, FL 32136

BACKGROUND

In June 2025, the City of Flagler Beach ("City") submitted a Request for Inclusion ("RFI") to be considered as a priority project for Supplemental Appropriation for Hurricane Helene and Milton ("SAHM") funding. The RFI was submitted to help address impacts on the City's wastewater collection system caused by Hurricane Milton.

On September 15, 2025, the Florida Department of Environmental Protection ("FDEP") notified the City that, after further review, it has been determined that insufficient information has been provided to qualify the proposed projects for SAHM funding and to assign the priority points in the RFI for the project, but it requested the following additional information:

1. Sufficient documentation was not provided to demonstrate that the WWTP and collection system were impacted by Hurricane Helene/Milton (e.g., SSO reports, DMRs showing excessive flow to WWTP, photos of WWTP flooding, photos of street flooding, local power outage reports, etc.). The chart showing increased influent flow into WWTP is not sufficient documentation.
 - a. To supplement the original RFI Figure 1 (Flow Response compared to SJRMWN Hydrological Station 02801572), the following are attached:
 - i. October 2024 Discharge Monitoring Report (DMR) Part B, with impacted dates highlighted, is included as **Supplemental Document 1**. Flows related to Hurricane Milton are highlighted. Hydrological Station 02801572 rainfall data compared to the DMR flow for these dates is presented below.

Date	Hydrological Station 02801572 Rainfall Data	DMR Flow (MGD)
10/9/2024	4.74	1.549
10/10/2024	3.45	1.181
10/11/2024	0.00	1.589
10/12/2024	0.00	1.610
10/13/2024	0.00	1.246
10/14/2024	0.00	1.039

- ii. SSO Report related to Hurricane Milton (Incident ID 26465) is included as **Supplemental Document 2**.
 - iii. Photos of Hurricane Milton and its impact on wastewater collection system infrastructure, showing stormwater drainage problems and power outages during and after the storm, is included as **Supplemental Document 3**.
2. Explain how the proposed collection system project and stormwater project are the direct result of a specific hurricane impact and how the project will prevent that specific impact in the future. There must be supporting documentation to warrant the proposed projects. The project does not qualify for funding if this relationship is not provided.
- a. The City, with its relatively small collection system staff, was limited in its ability to document in detail the impacts of Hurricane Milton on the specific project stations in question. The City is reviewing operational records, power reports, and photo repositories to better document the impact.
 - b. The lift station projects will raise the elevation of structures and controls to a height to harden against flooding.
 - c. The Stormwater Projects will improve the stormwater basins associated with the lift stations, to ensure positive drainage away from the sewer shed and lift station structures. The Stormwater Master Plan project related to these stations was included in the original RFI.
 - d. LS07 is within a FEMA Flood Zone X and is adjacent to a stormwater pond. The FEMA NFHL Maps is included as **Supplemental Document 4**. A recent resiliency study recorded the lift station's susceptibility to flooding. The final resiliency report is not available, but the GIS data is included as **Supplemental Document 5**.
 - e. LS08 is adjacent to a FEMA Flood Zone AE with a Base Flood Elevation of 4.00'. The FEMA NFHL Maps is included as **Supplemental Document 4**. A recent resiliency study recorded the lift station's susceptibility to flooding. The final resiliency report is not available, but the GIS data is included as **Supplemental Document 5**.
 - f. PS03 is within a FEMA Flood Zone AE with a Base Flood Elevation of 4.00'. The FEMA NFHL Maps is included as **Supplemental Document 4**. A recent resiliency study recorded the lift station's susceptibility to flooding. The final resiliency report is not available, but the GIS data is included as **Supplemental Document 5**.

Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires
Additional Information Relating to Request for Inclusion - Facility ID No. FL0026611

- g. PS06 is right on the border of a FEMA Flood Zone AE with a Base Flood Elevation of 4.00', and a FEMA Flood Zone X. The FEMA NFHL Maps is included as **Supplemental Document 4**. A recent resiliency study recorded the lift station's susceptibility to flooding. The final resiliency report is not available, but the GIS data is included as **Supplemental Document 5**.
3. The City must submit SSO spill reports that occurred during Hurricane Helene/Milton to qualify for 500 priority points. The consent order is not applicable since the SSOs did not occur during Hurricane Helene/Milton.
 - a. SSO Report related to Hurricane Milton (Incident ID 26465) is included as **Supplemental Document 2**.
4. The City must demonstrate excessive I/I flow into the plant (excessive when the total flow exceeds 275 gallons per capita per day during the hurricane) to qualify for 350 priority points; otherwise, a priority score of 100 will be given if items 1 and 2 above are answered satisfactorily.
 - a. The US Census Bureau estimates the population of the City of Flagler Beach was 5,568 in 2024. The City's water treatment plant Monthly Operating Report (MOR) reported a total population served at the end of the month as 4,830. The October 2024 MOR is included as **Supplemental Document 6**. Using these two population figures, the following estimated gallons per day per capita (GPDC) during the hurricane event are:

Date	DMR Flow (MGD)	GPDC at US Census 2024 Population of 5,568	GPDC at MOR October 2024 Population of 4,830
10/9/2024	1.549	278	321
10/10/2024	1.181	212	245
10/11/2024	1.589	285	329
10/12/2024	1.610	289	333
10/13/2024	1.246	224	258
10/14/2024	1.039	187	215

- b. The flow for several days exceeded 275 gallons per day per capita.

Supplemental Appropriation for Hurricanes Helene and Milton and Hawai'i Wildfires
Additional Information Relating to Request for Inclusion - Facility ID No. FL0026611

5. A detailed cost estimate for the collection system project, listing the major components to be constructed.
 - a. A planning-level cost estimate was prepared for the RFI application based on historical project cost data and master planning documentation and is included as **Supplemental Document 7**. The estimate will be further refined during planning, design, and bidding phases.

SUPPLEMENTAL DOCUMENT 1

OCTOBER 2024 DMR PART B

DAILY SAMPLE RESULTS - PART B

Permit Number: FL0026611 – 015
Monitoring Period From: Oct. 1st, 2024

To: Oct. 31st, 2024

Facility: Flagler Beach WWTF

	Flow (Domestic Wastewater) MGD	Flow (RO Concentrate Water) MGD	BOD, Carbonaceous 5 day, 20C mg/L	Solids, Total Suspended mg/L	pH (min) s.u.	pH (max) s.u.	Coliform, Fecal #/100mL	Chlorine, Total Residual (For Disinfection) mg/L	Chlorine, Total Residual (For Dechlorination) mg/L	Enterococci #/100mL	Copper, Total Recoverable ug/L
Code	50050	50050	80082	00530	00400	00400	74055	50060	50060	31639	01119
Mon. Site	EFD-1	PPI-1	EFD-1	EFD-1	PPI-2	PPI-2	EFD-1	EFA-1	EFD-1	EFB-1	EFD-1
1	.837	.226			7.56	7.67		2.22	0.00		
2	.797	.226	2.0 U	2.0 U	7.59	7.69		1.78	0.00		
3	.787	.263			7.53	7.69	1.0 U	1.77	0.00	3.1	2.1
4	.805	.246			7.72	7.85		1.28	0.00		
5	.883	.238			7.71	7.80		4.00	0.00		
6	1.012	.227			7.63	7.67		4.00	0.00		
7	.964	.214	2.0 U	2.6	7.47	7.67		1.25	0.00		
8	.872	.252			7.45	7.70	1.0 U	2.09	0.00	8.7	
9	1.549	.135			7.58	7.79		2.39	0.00		
10	1.181	.217			7.53	7.72		2.45	0.00		
11	1.589	.229			7.44	7.70		0.58	0.00		
12	1.610	.236			7.63	7.74		1.44	0.00		
13	1.246	.228			7.66	7.69		2.86	0.00		
14	1.039	.270			7.55	7.81		1.38	0.00		
15	.983	.238			7.70	7.92		2.36	0.00		
16	.937	.217	2.0 U	2.2	7.60	7.74		2.64	0.00		
17	.922	.221			7.50	7.70	1.0 U	4.00	0.00	5.3	
18	.929	.224			7.55	7.77		2.88	0.00		
19	.972	.235			7.69	7.70		4.00	0.00		
20	.941	.276			7.62	7.66		4.00	0.00		
21	.824	.235			7.72	7.84		2.07	0.00		
22	.931	.236			7.49	7.69		1.42	0.00		
23	.853	.229	2.0 U	2.0 U	7.55	7.69		1.41	0.00		
24	.816	.226			7.35	7.81	1.0 U	1.59	0.00	1.0 U	
25	.817	.227			7.57	7.73		1.97	0.00		
26	.809	.222			7.65	7.68		4.00	0.00		
27	.809	.282			7.68	7.71		4.00	0.00		
28	.818	.239			7.64	7.79		1.27	0.00		
29	.808	.229			7.51	7.68		1.77	0.00		
30	.806	.228	2.0 U	2.0 U	7.54	7.64		1.86	0.00		
31	.845	.224			7.43	7.67	1.0 U	2.48	0.00	1.0 U	
Total	29.991	7.195	10.0 U	10.8	234.84	239.61	5.0 U	73.21	0.00	19.1	2.1
Mo. Avg.	0.967	.235	2.0 U	2.16	7.58	7.73	1.0 U	2.36	0.00	3.82	2.1

PLANT STAFFING:

Day Shift Operator	Class: "B"	Certificate No: 22890	Name: John D. Bowman
Day Shift Operator	Class:	Certificate No:	Name:
Day Shift Operator	Class: "B"	Certificate No: 8312	Name: Stanley Keith Jones
Superintendent	Class: "A"	Certificate No: 7372	Name: Johnny A. Lynn

DAILY SAMPLE RESULTS - PART B

Permit Number: FL0026611 – 015
Monitoring Period From: Oct. 1st, 2024

To: Oct. 31st, 2024

Facility: Flagler Beach WWTF

	Oxygen, dissolved (DO) mg/L	Nitrogen, Total mg/L	Phosphorus, Total (as P) mg/L	Cyanide, Total (as CN) ug/L	Chloride (As Cl) mg/L	Hydrogen sulfide un- ionized mg/L	Iron, Total Recoverable mg/L	Iron, Total Recoverable mg/L	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	Solids, Total Suspended (Influent) mg/L
Code	00300	00600	00665	00720	00940	51078	00980	00980	80082	00530
Mon. Site	PPI-2	EFD-1	EFD-1	EFD-1	PPI-2	PPI-2	PPI-1	PPI-2	INF-1	INF-1
1	6.33									
2	7.40		3.8 & 3.6		1,200	0.013 U	0.20 U	0.20 U	83.0	52.0
3	6.94			0.0040 U						
4	7.60									
5	7.20									
6	6.52									
7	7.29	6.35							70.0	76.0
8	6.76									
9	6.38									
10	6.10									
11	7.60									
12	7.25									
13	6.80									
14	6.55									
15	7.49									
16	7.20								81.0	54.0
17	7.54									
18	7.32									
19	7.10									
20	6.97									
21	7.17									
22	7.90									
23	7.67	14.5							98.0	70.0
24	7.78									
25	7.57									
26	6.80									
27	6.58									
28	6.58									
29	6.88									
30	6.70								120.0	76.0
31	6.81									
Total	218.78	20.85	7.4	0.0040 U	1,200	0.013 U	0.20 U	0.20 U	452.0	328.0
Mo. Avg.	7.06	10.425	3.7	0.0040 U	1,200	0.013 U	0.20 U	0.20 U	90.4	65.6

Lab Ran TP twice on the same day

PLANT STAFFING:

Day Shift Operator	Class: "B"	Certificate No: 22890	Name: John D. Bowman
Day Shift Operator	Class:	Certificate No:	Name:
Day Shift Operator	Class: "B"	Certificate No: 8312	Name: Stanley Keith Jones
Superintendent	Class: "A"	Certificate No: 7372	Name: Johnny A. Lynn

SUPPLEMENTAL DOCUMENT 2

SSO REPORT RELATED TO HURRICANE MILTON (INCIDENT ID 26465)

**FLORIDA DEPARTMENT OF
Environmental Protection**

Ron DeSantis
Governor

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Receipt for Submission

Sanitary Sewer Overflow Reporting

Thank you for submitting a Report of a Sanitary Sewer Spill or Overflow Incident in accordance with 62-620.610 and/or 62-604.550, F.A.C. You have indicated that the incident is on-going or that this is not the final closeout report for this incident, please ensure that you return to the system in the future to close out this incident.

Your DEP Incident ID is **26465**. Please use this ID during any future correspondence with the Department concerning this incident.

This incident occurred within a one mile radius of Healthy Beach Monitoring location:

Station FL240520 in Flagler County

Station FL401816 in Flagler County

Type of Notice: Initial Report

Date of Notice: 10/16/2024

Incident Information

Name of Incident: manhole overflowed

State Watch Office Report Number:

PNP Incident Number:

Start of Incident: 10/11/2024 11:15

End of Incident: 10/12/2024 00:00

Incident Description: manhole overflowing from Hurricane Milton due to heavy flows

Wastewater Type: Untreated

Cause: Hurricane

Spill Volume: Unknown

Volume Recovered: 0

Waterbodies Impacted: NA

Clean-up Status: Complete

Clean-up Actions: Vacuumed/pump truck, Applied lime, Raked and disposed of debris

Agencies Notified: John Bey Dept. of Health Abhi Maturi Dep out of J'ville Alicia Keeter Frwa

Incident Location

Address Line 1: Corner of Joyce Lane and Cedar Lane

Address Line 2:**Directions:** Joyce and Cedar Lane**City:** Flagler Beach**State:** FL**Zip Code:** 32136**County:** Flagler**Coordinates (in decimal degrees):**

Lat: 29.475403085670724 Long: -81.14248484461554

Other Impacted Counties: Flagler**Facility Information****Facility ID:** FL0026611**Facility/Installation Name:** Flagler Beach WWTF**Operating Entity Name:** NA**Address Line 1:** 2000 Avenue A**Address Line 2:****Facility/System Type:** DOMESTIC WASTEWATER**City:** Flagler Beach**State:** FL**Zip Code:** 32136**Incident Reported By****Name:** Johnny A. Lynn**Affiliation:** Wastewater Superintendent**Phone:** (386) 276-0401**Email Address:** jlynn@cityofflaglerbeach.com**Relationship:** Operator of the Facility/Installation**On-Site Contact****Name:** Johnny A. Lynn**Phone:** (386) 276-0401**Email Address:** jlynn@cityofflaglerbeach.com

Florida Department of Environmental Protection

SUPPLEMENTAL DOCUMENT 3

PHOTOS RELATED TO HURRICANE MILTON

10/9/2024 6:37 PM

2440 S Flagler Ave, Flagler Beach, FL
32136



10/9/2024 6:41 PM

2440 S Flagler Ave, Flagler Beach, FL
32136



Oct 11, 2024 at 3:48:49 PM
337 Palm Dr
Flagler Beach FL 32136
United States



Oct 12, 2024 at 12:51:14 PM
1024 S Flagler Ave
Flagler Beach FL 32136
United States



Oct 12, 2024 at 2:34:14 PM
480 Lambert Ave
Flagler Beach FL 32136
United States



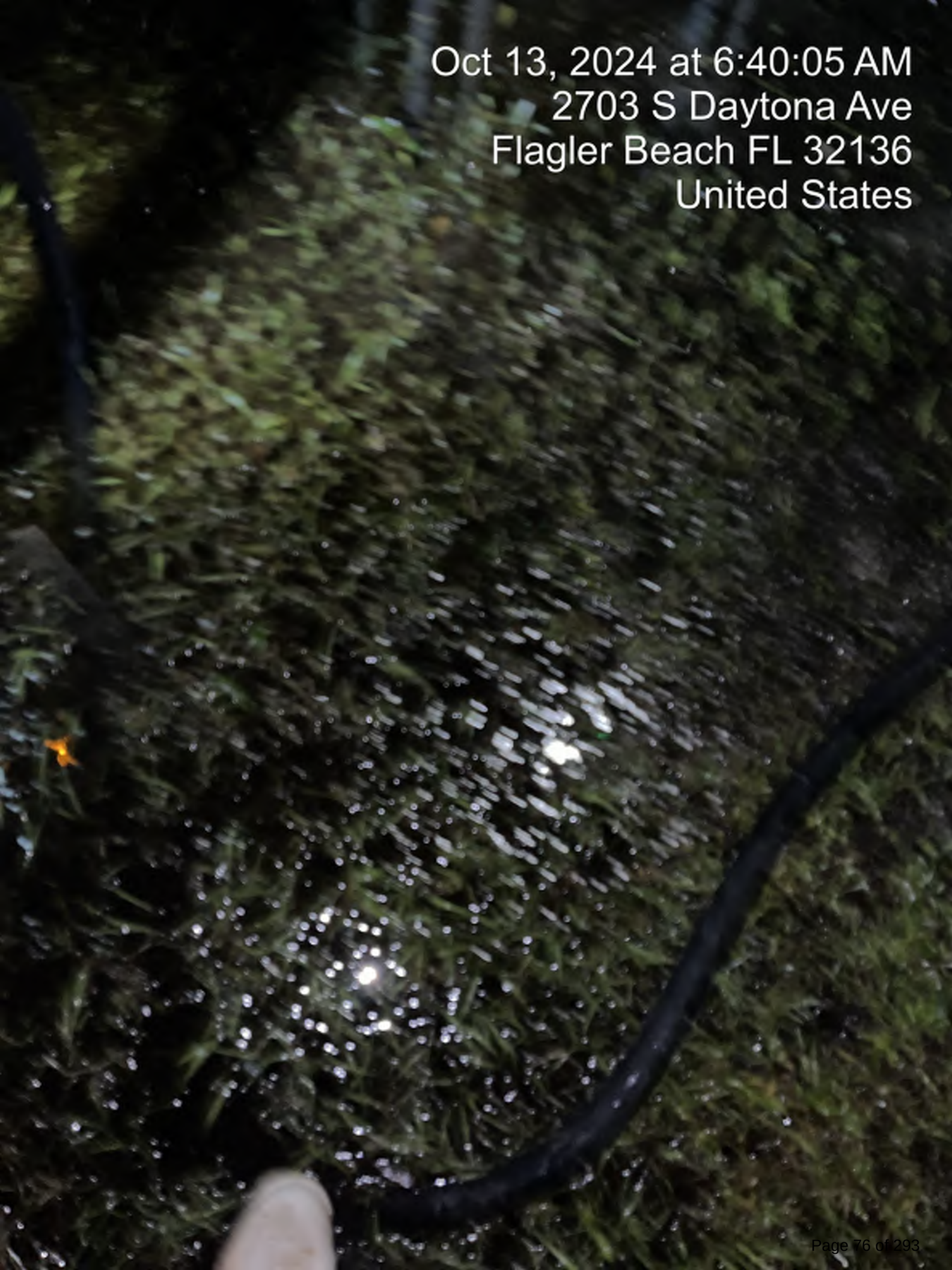
Oct 13, 2024 at 7:36:47 AM
3590 S Ocean Shore Blvd
Flagler Beach FL 32136
United States



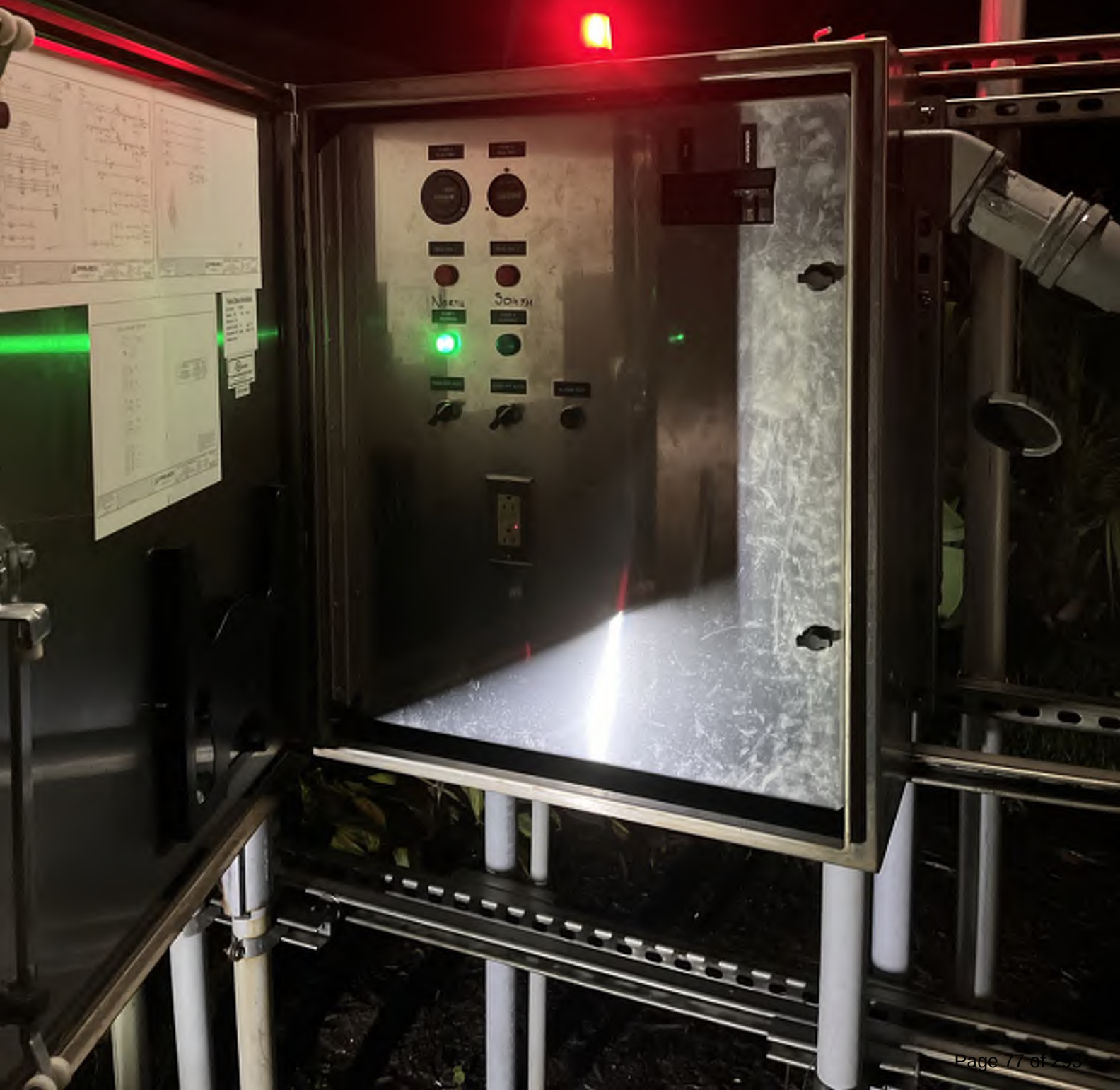
Oct 12, 2024 at 4:10:39 PM
3590 S Ocean Shore Blvd
Flagler Beach FL 32136
United States



Oct 13, 2024 at 6:40:05 AM
2703 S Daytona Ave
Flagler Beach FL 32136
United States



Oct 13, 2024 at 6:40:10 AM
2707 Annette St
Flagler Beach FL 32136
United States



SUPPLEMENTAL DOCUMENT 4

FEMA NATIONAL FLOOD HAZARD LAYER MAPS

National Flood Hazard Layer FIRMMette



81°8'47"W 29°28'47"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

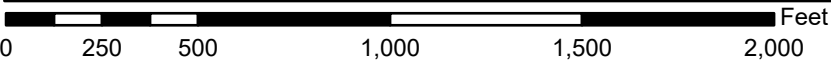
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/26/2025 at 6:28 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

National Flood Hazard Layer FIRMette



81°8'34"W 29°30'10"N



1:6,000

81°7'56"W 29°29'38"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

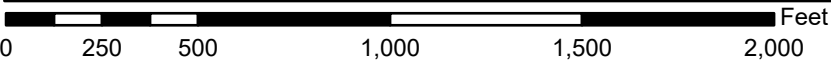
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/26/2025 at 6:39 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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National Flood Hazard Layer FIRMMette



81°7'45"W 29°28'14"N



1:6,000

81°7'8"W 29°27'43"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth Zone AE, AO, AH, VE, AR

Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to Levee. See Notes. Zone X

Area with Flood Risk due to Levee Zone D

OTHER AREAS

NO SCREEN Area of Minimal Flood Hazard Zone X

Effective LOMRs

Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

OTHER FEATURES

20.2

17.5

8

513

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

MAP PANELS

Digital Data Available

No Digital Data Available

Unmapped
-
-
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
- This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

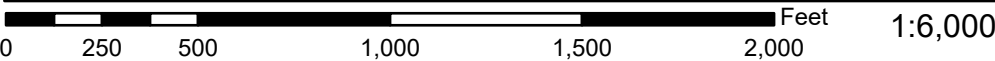
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/29/2025 at 5:52 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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- Page 81 of 293

National Flood Hazard Layer FIRMMette



81°8'17"W 29°29'33"N



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/26/2025 at 6:32 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

SUPPLEMENTAL DOCUMENT 5

2024 RESILENCY STUDY GIS DATA EXPORT

Old_Id	Function	New_ID	Name	Location	Comments	SLRDepth2040N2	SLRDepth2040N4	SLRDepth2070N2	SLRDepth2070N4	StormSurgeElevation	ContourElevation	ElectricalBoxHeightFt	WetWellDescription
1	LIFT STATION	V	Ocean Palm Dr.	246 Ocean Palm Dr		0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	4.0000000000000000	3.0000000000000000	Will be flooded; under surface
1	PUMP STATION	W	Country Club St.	3580 S Central Ave	Add 2ft for electrical box						11.5000000000000000	2.0000000000000000	Will be flooded; under surface
2	PUMP STATION	S	S 25th St.	2440 S Flagler Ave	Rebuilt 2019 & Sewpercoat Liner installed 2	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	2.5000000000000000	2.0000000000000000	Will be flooded; under surface
3	LIFT STATION	Q	S 20th St.	S 20 th St		0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000		6.5000000000000000	2.0000000000000000	Will be flooded; under surface
3	PUMP STATION	P	S 16th St.	16th St and S Flagler Ave (Retention Pond)		0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	3.5000000000000000	3.0000000000000000	Could be flooded? Wet well is under the surface but is on a hill
4	PUMP STATION	O	S 12th St.	1205 Flagler Ave	Rebuilt 2019	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	1.0000000000000000	2.0000000000000000	Wet well not easily visible?
5	PUMP STATION	L	S 3rd St.	301 S Flagler Ave	Rebuilt 2019 & Sewpercoat Liner installed 2	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	3.0000000000000000	2.0000000000000000	Will be flooded; under surface
8	PUMP STATION	I	Lantana Ave.	700 Moody Lane (near Lantana)		0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	5.0000000000000000	2.0000000000000000	Will be flooded; under surface
6	PUMP STATION	E	N 11th St.	1101 N Daytona Ave		0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	4.5000000000000000	2.0000000000000000	Will be flooded; under surface
4	LIFT STATION	B	N 20th St.	2001 N Daytona Ave	Sewpercoat Liner installed 2020	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	4.0000000000000000	2.0000000000000000	Will be flooded; under surface
7	PUMP STATION	F	Palm Circle	325 N 8 th St	Sewpercoat Liner installed 2020	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	3.0000000000000000	2.0000000000000000	Will be flooded; under surface
9	PUMP STATION	M	S Pine St.	339 Palm Dr	Rebuilt in 2019	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	3.0000000000000000	2.0000000000000000	Will be flooded; under surface
10	PUMP STATION	G	Lambert Ave. South	480 Lambert Ave	Rebuilt in 2019	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	4.0000000000000000	2.0000000000000000	Will be flooded; under surface
5	LIFT STATION	D	Lambert Ave. North	1420 Lambert Ave	Sewpercoat Liner installed 2020	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1		0 2.0000000000000000	Will be flooded; under surface
11	LIFT STATION	A	Ocean Marina	600 Ocean Marina	Sewpercoat Liner installed 2020	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1		0	Cannot verify
6	LIFT STATION	K	Leslie St.	2400 Leslie	Rebuilt & Sewpercoat Liner installed 2020						8.0000000000000000	2.0000000000000000	Will be flooded; under surface
13	LIFT STATION	R	Morningside	1600 Cumberland (Palm Ave)		0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	3.5000000000000000	3.0000000000000000	Will be flooded; under surface
12	LIFT STATION	H	Publix	SR 100 and Roberts Rd (Publix Super Market)							12.0000000000000000		Cannot verify
7	LIFT STATION	J	The Village	17 Oak Lane (Village)		0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000		6.0000000000000000	2.0000000000000000	Unsure, cannot verify wet well location
10	LIFT STATION	U	Snack Jack	2805 Oceanshore Blvd (Snack Jack)	Sewpercoat Liner installed 2020						18.0000000000000000		Cannot verify, locked behind fence
8	LIFT STATION	C	Windsong	1727 Windsong Circle	Sewpercoat Liner installed 2020	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000			0	Cannot verify
11	PUMP STATION	N	WWTP	Wastewater Treatment Plant							13.0000000000000000		Cannot verify
2	LIFT STATION	T	S 27th St.	2701 S Daytona Ave.	Rebuilt 2019 & Sewpercoat Liner installed 2	0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1	2.0000000000000000	2.0000000000000000	Will be flooded; under surface
	PUMP STATION	X	Sea Side Landings	Seaside Village	Sewpercoat Liner installed 2020								Cannot verify
	PUMP STATION		Concentrate Puming Station	Water Treatment Plant									Outside Municipality Bounds
14	PUMP STATION		WW Puming Station	Water Treatment Plant									Outside Municipality Bounds
9	LIFT STATION		Marine Bay	N 23rd St.		0.5	1.5000000000000000	1.5000000000000000	3.5000000000000000	Cat 1		0	Cannot verify

SUPPLEMENTAL DOCUMENT 6

OCTOBER 2024 MOR



MONTHLY OPERATION REPORT FOR PWSs TREATING RAW GROUND WATER OR PURCHASED FINISHED WATER

See page 4 for instructions.

A. Public Water System (PWS) Information

PWS Name: FLAGLER BEACH WTP		PWS Identification Number: 2180349	
PWS Type: ☒ Community ☐ Non-Transient Non-Community ☐ Transient Non-Community ☐ Consecutive			
Number of Service Connections at End of Month: 3240		Total Population Served at End of Month: 4830	
PWS Owner: MIKE ABELS			
Contact Person: JIM RAMER		Contact Person's Title: WATER PLANT SUPERINTEND.	
Contact Person's Mailing Address: 4680 SEMINOLE WOODS		City: Palm Coast	State: FL Zip Code: 32164
Contact Person's Telephone Number: 386-517-2042		Contact Person's Fax Number:	
Contact Person's E-Mail Address: JRAMER@CITYOFFLAGLERBEACH.COM			

B. Water Treatment Plant Information

Plant Name: FLAGLER BEACH RO		Plant Telephone Number: 386-517-2042		
Plant Address: 4680 SEMINOLE WOODS		City: FLAGLER BEACH	State: FL Zip Code: 32136	
Type of Water Treated by Plant: ☒ Raw Ground Water ☐ Purchased Finished Water				
Permitted Maximum Day Operating Capacity of Plant, gallons per day: 2000000				
Plant Category (per subsection 62-699.310(4), F.A.C.): 2		Plant Class (per subsection 62-699.310(4), F.A.C.): 2		
Licensed Operators	Name	License Class	License Number	Day(s)/Shift(s) Worked
Lead/Chief Operator:	James Ramer	A	0006721	
Other Operators:	James Ramer	A	6721	5/7-3
	Paul Hartman	B	14936	5/11-7
	Ehab Hashem	A	20749	3/7-3, 2/3-11
	Aaron Almberg	B	26140	5/3-11
	Joanna McKasy	B	27149	5/7-3
	Santiago Martin	C	30094	2/11-7, 3/7-3

II. Certification by Lead/Chief Operator

I, the undersigned water treatment plant operator licensed in Florida, am the lead/chief operator of the water treatment plant identified in Part I of this report. I certify that the information provided in this report is true and accurate to the best of my knowledge and belief. I certify that all drinking water treatment chemicals used at this plant conform to NSF International Standard 60 or other applicable standards referenced in subsection 62-555.320(3), F.A.C. I also certify that the following additional operations records for this plant were prepared each day that a licensed operator staffed or visited this plant during the month indicated above: (1) records of amounts of chemicals used and chemical feed rates; and (2) if applicable, appropriate treatment process performance records. Furthermore, I agree to retain these additional operations records at the plant site for at least ten years and to make them available for review upon request.

James Ramer

(11/04/2024)

James Ramer

0006721

Signature and Date

Printed or Typed Name

License Number

SUPPLEMENTAL DOCUMENT 7

PLANNING LEVEL COST ESTIMATE

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	NOTES / BASIS OF COSTS
Hard Costs (Construction)						
1	Mobilization / Demobilization / General Conditions	1	LS	\$ 374,000.00	\$ 374,000.00	Estimated by 5% of all items, except Stormwater Improvements, which have their own costs for this item identified in their Master Plan Project information
2	PS-3 Components					
a	Survey and Layout	1	LS	\$ 69,000.00	\$ 69,000.00	Estimated by 1% of all items
b	Maintenance of Traffic	1	LS	\$ 99,000.00	\$ 99,000.00	Estimated by 5% of all items, except Stormwater Improvements, which have their own costs for this item identified in their Master Plan Project information
c	Submit Certified "As-Built" Drawings	1	LS	\$ 69,000.00	\$ 69,000.00	Estimated by 1% of all items
d	Site Civil Improvements	1	LS	\$ 455,000.00	\$ 455,000.00	Similar past project cost data, adjusted to 2025 dollars
e	Structural Improvements	1	LS	\$ 301,000.00	\$ 301,000.00	Similar past project cost data, adjusted to 2025 dollars
f	Mechanical Improvements	1	LS	\$ 637,000.00	\$ 637,000.00	Similar past project cost data, adjusted to 2025 dollars
g	Electrical, Instrumentation, and Controls Improvements	1	LS	\$ 355,000.00	\$ 355,000.00	Similar past project cost data, adjusted to 2025 dollars
h	Stormwater Basin 30, Project 05 Improvements	1	LS	\$ 4,869,083.30	\$ 4,869,083.30	
3	PS-6 Components					
a	Survey and Layout	1	LS	\$ 17,000.00	\$ 17,000.00	Estimated by 1% of all items
b	Maintenance of Traffic	1	LS	\$ 68,000.00	\$ 68,000.00	Estimated by 5% of all items
c	Submit Certified "As-Built" Drawings	1	LS	\$ 17,000.00	\$ 17,000.00	Estimated by 1% of all items
d	Site Civil Improvements	1	LS	\$ 455,000.00	\$ 455,000.00	Similar past project cost data, adjusted to 2025 dollars
e	Structural Improvements	1	LS	\$ 260,000.00	\$ 260,000.00	Similar past project cost data, adjusted to 2025 dollars
f	Mechanical Improvements	1	LS	\$ 550,000.00	\$ 550,000.00	Similar past project cost data, adjusted to 2025 dollars
g	Electrical, Instrumentation, and Controls Improvements	1	LS	\$ 306,000.00	\$ 306,000.00	Similar past project cost data, adjusted to 2025 dollars
4	LS-7 Components					
a	Survey and Layout	1	LS	\$ 29,000.00	\$ 29,000.00	Estimated by 1% of all items
b	Maintenance of Traffic	1	LS	\$ 86,000.00	\$ 86,000.00	Estimated by 5% of all items, except Stormwater Improvements, which have their own costs for this item identified in their Master Plan Project information
c	Submit Certified "As-Built" Drawings	1	LS	\$ 29,000.00	\$ 29,000.00	Estimated by 1% of all items
d	Site Civil Improvements	1	LS	\$ 455,000.00	\$ 455,000.00	Similar past project cost data, adjusted to 2025 dollars
e	Structural Improvements	1	LS	\$ 260,000.00	\$ 260,000.00	Similar past project cost data, adjusted to 2025 dollars
f	Mechanical Improvements	1	LS	\$ 550,000.00	\$ 550,000.00	Similar past project cost data, adjusted to 2025 dollars
g	Electrical, Instrumentation, and Controls Improvements	1	LS	\$ 306,000.00	\$ 306,000.00	Similar past project cost data, adjusted to 2025 dollars
h	Stormwater Basin 87, Project 01 Improvements	1	LS	\$ 1,215,151.50	\$ 1,215,151.50	2025 Stormwater Master Plan, subtotal of construction costs
5	LS-8 Components					
a	Survey and Layout	1	LS	\$ 37,000.00	\$ 37,000.00	Estimated by 1% of all items

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	NOTES / BASIS OF COSTS
b	Maintenance of Traffic	1	LS	\$ 87,000.00	\$ 87,000.00	Estimated by 5% of all items, except Stormwater Improvements, which have their own costs for this item identified in their Master Plan Project information
c	Submit Certified "As-Built" Drawings	1	LS	\$ 37,000.00	\$ 37,000.00	Estimated by 1% of all items
d	Site Civil Improvements	1	LS	\$ 455,000.00	\$ 455,000.00	Similar past project cost data, adjusted to 2025 dollars
e	Structural Improvements	1	LS	\$ 260,000.00	\$ 260,000.00	Similar past project cost data, adjusted to 2025 dollars
f	Mechanical Improvements	1	LS	\$ 550,000.00	\$ 550,000.00	Similar past project cost data, adjusted to 2025 dollars
g	Electrical, Instrumentation, and Controls Improvements	1	LS	\$ 306,000.00	\$ 306,000.00	Similar past project cost data, adjusted to 2025 dollars
h	Stormwater Basin 73, Project 02 Improvements	1	LS	\$ 1,932,615.80	\$ 1,932,615.80	2025 Stormwater Master Plan, subtotal of construction costs
Subtotal of Construction Costs (6e of Form RFI-1)					\$ 15,495,850.60	
Soft Costs						
6	Planning (6a of Form RFI-1)	1	LS	\$ 450,000.00	\$ 450,000.00	Estimated at 3% of Construction Costs, rounded
7	Design (6b of Form RFI-1)	1	LS	\$ 1,500,000.00	\$ 1,500,000.00	Estimated at 10% of Construction Costs, rounded
8	Construction Contingency (6f of Form RFI-1)	1	LS	\$ 1,549,585.06	\$ 1,549,585.06	10% per Form RFI-1 of Item e
9	Technical Services during Construction (6g of Form RFI-1)	1	LS	\$ 300,000.00	\$ 300,000.00	Estimated at 2% of Construction Costs, rounded
Total (6h of Form RFI-1)					\$ 19,295,435.66	

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

Florida Department of Environmental Protection
State Revolving Fund Program
Supplementary Conditions
for

Formally Advertised
Construction Procurement

Revised October 2025

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ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

- 4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.
- 4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.
- 4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

- 4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.
- 4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

- 5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

Bid Guarantees:

- 6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

- 6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

Insurance:

- 6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services.

Good faith efforts are to include the following:

- 10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - 10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - 10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - 10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - 10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - 10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.
- 10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 11.1. The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 11.3. The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:
 - 11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and
 - 11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 – EMPLOYEE ELIGIBILITY

The Contractor is required to use the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to Section 448.095, F.S. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for a period of five years from the SRF execution date of the Final Amendment, and shall allow the Owner; the Department, or its designee; the Chief Financial Officer; or the Auditor General, access to such records upon request. If the Owner or the Department has a good faith belief that a subcontractor knowingly violated §448.095(1), F.S. and notifies the Contractor of such, but the Contractor otherwise complied with this statute, the Contractor shall immediately terminate the contract with the subcontractor.

ARTICLE 13 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 14 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix B. Signing Appendix A certifies compliance with these provisions.

ARTICLE 15 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor’s maintaining an office or place of business within a particular local jurisdiction;
 2. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
 3. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

NOTE: ARTICLE 17 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 17 – BUILD AMERICA, BUY AMERICA PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The Build America, Buy America provision as provided in Appendix D. Signing Appendix A certifies compliance with the Build America, Buy America provision if the project is a Federal Cap Grant project.

ARTICLE 18 – UNITED STATES-PRODUCED IRON AND STEEL IN PUBLIC WORKS PROJECTS

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The United States-Produced Iron and Steel in Public Works Projects provision as provided in Appendix E. Signing Appendix A certifies compliance with these provisions.

ARTICLE 19 – CIVIL RIGHTS LAWS

The Contractor, and all subcontractors at any tier, shall comply with the Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972 [CWSRF only], Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, handicap or age.

ARTICLE 20 – PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Contractor, and all subcontractors at any tier, shall comply with the Prohibition on Certain Telecom and Video Surveillance Services or Equipment as specified by Section 889 of Public Law 115-232 (National Defense Authorization Act 2019), 2 CFR 200.216, and 2 CFR 200.471. This law and regulations prohibit the expending of funds to procure or obtain; extending or renewing a contract to procure or obtain; or entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems 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.

ARTICLE 21 – UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT

The Contractor, and all subcontractors at any tier, shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. This Act establishes a uniform policy for fair and equitable treatment of persons who are displaced from their homes, farms, or businesses to make way for federal or federally assisted projects. It provides basic guidelines for negotiating the acquisition of real property by the federal government. The Act also requires agencies to reimburse individuals for actual and reasonable expenses incident to relocation, such as moving costs, direct loss of tangible personal property associated with moving or discontinuing a business, and expenses involved in searching for a replacement home or business site.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

This certification relates to a construction contract proposed by _____,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EMPLOYEE ELIGIBILITY
- ARTICLE 13 ENVIRONMENTAL COMPLIANCE
- ARTICLE 14 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 15 AMERICAN IRON AND STEEL PROVISION
- ARTICLE 17 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT
- ARTICLE 18 UNITED STATES-PRODUCED IRON AND STEEL IN PUBLIC WORKS
PROJECTS
- ARTICLE 19 CIVIL RIGHTS LAWS
- ARTICLE 20 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT
- ARTICLE 21 UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of the FDEP or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FDEP may, after written notice to the contractor, or sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the sponsor, FDEP, EPA, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

APPENDIX C TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, “Consolidated Appropriations Act, 2014,” (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, “Use of American Iron and Steel,”:

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

Build America, Buy America Requirement

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the State of Florida (the “State”) that it understands that the products to be installed as a part of this contract must be in compliance with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act requires the following Buy America preference:

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

The Contractor hereby presents and warrants to and for the benefit of the Owner and State that (a) the Contractor has reviewed and understands the Build America, Buy America Requirement, (b) all of the products used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

UNITED STATES-PRODUCED IRON AND STEEL IN PUBLIC WORKS PROJECTS

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in 60D-16 Florida Administrative Code (F.A.C.), which includes the following language:

(1) Contract Requirement. Unless waived in accordance with subsection 60D-16.002(3), F.A.C., a Governmental Entity entering into a contract for a Public Works Project or for the purchase of materials for a Public Works Project must include in the contract a requirement that any Iron or Steel Product Permanently Incorporated in the Project be Produced in the United States, as provided in section 255.0993, F.S., and Chapter 60D-16, F.A.C.

(2) Minimal Use. Subsection 60D-16.002(1), F.A.C., does not prevent a minimal use of foreign steel and iron materials Permanently Incorporated in the Project if:

(a) Such materials are incidental or ancillary to the primary product and are not separately identified in the Project specifications; and

(b) The cost of such materials does not exceed one-tenth of 1 percent of the Total Contract Cost or \$2,500, whichever is greater. For purposes of this subparagraph, the cost of such materials is that shown to be the value of the Iron or Steel Products as they are delivered to the Project.

(3) Waiver.

(a) The Administering Entity for a Project may waive the requirement set forth in subsection 60D-16.002(1), F.A.C., with respect to such Project if it solely determines that any of the following apply to the Project:

1. Iron or Steel Products Produced in the United States are not produced in sufficient quantities.

2. Iron or Steel Products Produced in the United States are not reasonably available.

3. Iron or Steel Products Produced in the United States are not of satisfactory quality.

4. The use of Iron or Steel Products Produced in the United States will increase the Total Cost of the Project by more than 20 percent.

5. Complying with subsection 60D-16.002(1), F.A.C., is inconsistent with the public interest.

(b) Prior to making a determination that a Waiver applies to a Project, the Administering Entity shall complete the “U.S.-Produced Iron & Steel Waiver Form,” effective 6/2025, hereby incorporated by reference and available at <https://flrules.org/gateway/reference.asp?No=Ref-18066>. To aid the Administering Entity in making a determination under paragraph 60D-16.002(3)(a), F.A.C., the Administering Entity may utilize the “U.S.-Produced Iron & Steel Sample Waiver Checklist,” effective 6/2025, hereby incorporated by reference and available at <https://flrules.org/gateway/reference.asp?No=Ref-18067>. The Administering Entity is responsible for maintaining any records associated with its determination that a Waiver applies to a Project in accordance with applicable law.

(c) If the Administering Entity for a Project waives the requirement set forth in subsection 60D-16.002(1), F.A.C., but later determines, prior to completion of the Project, that the Waiver no longer applies (e.g., Iron or Steel Products Produced in the United States become reasonably available), then the Administering Entity shall comply with subsection 60D-16.002(1), F.A.C., with respect to any contracts for the Project or for the purchase of materials for the Project entered into after the date the Administering Entity determines that the Waiver no longer applies.

(d) The governing body of the Administering Entity may designate by resolution, order, or written delegation one or more officers or employees of the Administering Entity to carry out the Administering Entity’s responsibilities under this Chapter 60D-16, F.A.C., on behalf of the Administering Entity.

(4) In accordance with section 255.0993(5), F.S., this rule does not apply to contracts procured by the Department of Transportation subject to the Buy America requirements of 23 C.F.R. s. 635.410.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



Staff Report

City Commission Regular Meeting

February 12, 2026

To: City Commission
From: Dale Martin, City Manager
Meeting Date: February 12, 2026
Item Name: Resolution 2026-08. A Resolution of the City of Flagler Beach, Florida, adopting the Flagler County Local Mitigation Strategy Plan; providing for implementing actions; providing for conflicts; providing for severability; and providing for an effective date.

Background:

The Flagler County Local Mitigation Strategy (LMS) Working Group has updated the countywide strategy to mitigate risks, damages, and costs associated with natural and man-made hazards; and supports and integrates with Flagler County's Comprehensive Emergency Management Plan and serves as part of the City of Flagler Beach's Floodplain Management Plan for FEMA's Community Rating System (CRS) where applicable. The City of Flagler Beach has participated in the formal LMS Working Group process and finds the strategy consistent with local mitigation priorities and the strategic goal to operate a risk reduction program. The Florida Division of Emergency Management has reviewed the January 2026 update of the Flagler County LMS and found it to be compliant with State and Federal requirements.

Please note the following component of the Local Mitigation Strategy Annex:

PLAN SECURITY

The Local Mitigation Strategy is not considered a classified document. However, it does contain sensitive information, and its handling and distribution should be controlled and limited, both electronically and in hard copy. In accordance with Florida Statutes §281.301 and §119.071(3)(a)(1), this document is held by a governmental agency and the information contained within this document is confidential and intended only for the use of those individuals and agencies to which this document is issued. (See Appendix A – Working Group Contact List for list of agencies that participate in this plan)

This document is exempt from disclosure under Florida Statute 119.07(1) and S. 24(a), Article I of the Florida State Constitution.

Fiscal Impact:

The Local Mitigation Strategy efforts of Flagler County provide for reviewing, scoring, and

prioritizing funding requests to other agencies.

Staff Recommendation:

Staff recommends approval of Resolution 2026-08.

Attachments:

1. 2026-08 LMS
2. Flagler County Local Mitigation Strategy Annex 01.2026

RESOLUTION 2026-08

A RESOLUTION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING THE FLAGLER COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Flagler County Local Mitigation Strategy (LMS) Working Group has updated the countywide strategy to mitigate risks, damages, and costs associated with natural and man-made hazards; and,

WHEREAS, the LMS supports and integrates with Flagler County's Comprehensive Emergency Management Plan and serves as part of the City of Flagler Beach's Floodplain Management Plan for FEMA's Community Rating System (CRS) where applicable; and,

WHEREAS, federal and state regulations, including 44 CFR 201.6, Chapter 27P-22, F.A.C., and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, require local governments and eligible organizations to adopt and periodically update mitigation plans to remain eligible for grant funding; and,

WHEREAS, the City of Flagler Beach has participated in the formal LMS Working Group process and finds the strategy consistent with the strategic goal to operate a risk reduction program; and,

WHEREAS, the Florida Division of Emergency Management has reviewed the January 2026 update of the Flagler County LMS and found it to be compliant with State and Federal requirements; and,

WHEREAS, the City of Flagler Beach has participated in the update process and finds the strategy consistent with local mitigation priorities;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Flagler County Local Mitigation Strategy, as amended through the date hereof and incorporated by reference, is adopted and declared a workable program for planning, identifying, and implementing hazard mitigation programs, policies, and projects relevant to the municipality.

SECTION 3. Adoption of the LMS does not, itself, obligate the City of Flagler Beach to expend local funds for mitigation initiatives. The City of Flagler Beach may pursue mitigation grant funding and other resources at its discretion and subject to applicable budgetary and legal approvals. The City of Flagler Beach is not required to apply for or accept mitigation grants if doing so is not in its best interest.

SECTION 4. The City Manager, or his designee, is authorized to take all actions necessary to implement this Resolution, including coordinating with Flagler County, submitting documentation required for LMS recognition, and pursuing mitigation funding opportunities consistent with municipal policies.

SECTION 5. All resolutions or parts of resolutions in conflict with any provision of this Resolution are hereby repealed to the extent of such conflict.

SECTION 6. If any section, sentence, clause, phrase, or portion of this Resolution is held invalid, unlawful, or unconstitutional, such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. This Resolution shall take effect immediately upon adoption by the City of Flagler Beach City Commission.

CERTIFIED AS ADOPTED this 12th day of February 2026, by the undersigned authorized official of the City of Flagler Beach.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



Staff Report

City Commission Regular Meeting

February 12, 2026

To: City Commission
From: Dale Martin, City Manager
Meeting Date: February 12, 2026
Item Name: Resolution 2026-11. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving an intergovernmental cooperative agreement based upon an existing procurement effort by the City of St. Augustine, Florida, for derelict vessel removal, destruction and disposal services; providing for conflict and an effective date.

Background:

On January 24, a 45-foot sailboat was grounded offshore in the vicinity of N. 21st Street and N. Oceanshore Blvd (SR A1A). Fire Department personnel successfully rescued the occupants and the vessel subsequently washed ashore in that same area. A smaller motorboat (associated with the sailboat) also washed ashore. Although the motorboat was successfully removed from the beach (Jan 29), the sailboat remains. The vessel was noticed in accordance with State statutes on Jan 29, providing that the owner has twenty-one days to remove the vessel. If the vessel is not removed by Feb 20, the City can remove the sailboat.

Acting Police Chief Blanchette has provided the following background information related to the beaching of the sailboat:

- The owner is trying to relinquish ownership of this vessel, possibly to avoid responsibility and fees, which I **DO NOT** recommend we do. If we take ownership, we forego the possibility of recovering any removal expenses from the owner (civil) and potential criminal charges for the derelict vessel. We would also no longer be able to recover monies through any available grants.
- A certified letter was mailed (and hand-delivered) to the vessel's registered owner. Under state statute, this would constitute official notification.
- The removal of the boat will cost the City approximately \$50,000.00 to \$75,000.00 up front, which may be partially reimbursed by a state grant or St. Johns Waterway. We would also have the option to seek reimbursement from the owner, as their insurance specifically does not cover recovery costs.
- The other option is to allow the Florida Wildlife Commission to handle the derelict boat; this will take an estimated eight months to complete. This creates a significant safety hazard, as within that timeline, the vessel may break up, increasing risk. While the vessel has been pumped dry of fuel, it does still contain a high volume of oil.
- The Police Department has completed two separate reports on these vessels (They are being treated as two separate derelict vessels). The case numbers are 2026-00001296 (Sailboat at 21st St. N) and 2026-00001298 (Jet Boat at 12th Street N)

To expedite the removal process, the City Commission is asked to consider an intergovernmental procurement agreement based upon the efforts of St. Augustine. St. Augustine has extensive experience in the removal of derelict boats and has provided Acting Police Chief Blanchette significant insights on how to proceed with the removal. If the proposed Resolution is approved, City staff will begin coordination with one of the authorized salvage companies to have the vessel removed on Feb 20.

Fiscal Impact:

The City will bear the cost of the removal (approximately \$50,000- \$75,000) and seek to recover the costs from the owner or through grants. The funds needed for the removal will come from General Fund Unrestricted Reserves and allocated to the General Government Department, Professional Services (001.5192.303100).

Staff Recommendation:

Staff recommends approval of Resolution 2026-11.

Attachments:

1. 2026-11 Derelict Vessel
2. Sailboat 21 Day Notification
3. Vessel Removal Letters Tracking 1-29-26
4. City of St. Augustine Derelict Vessel Removal, Destruction, and Disposal Services
5. Isla Maritime
6. Flagship Towing
7. Divecom Services

RESOLUTION 2026-11

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BASED UPON AN EXISTING PROCUREMENT EFFORT BY THE CITY OF ST. AUGUSTINE, FLORIDA, FOR DERELICT VESSEL REMOVAL, DESTRUCTION AND DISPOSAL SERVICES; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, a maritime vessel was beached in Flagler Beach on January 24, 2026; and,

WHEREAS, vessel was declared to be derelict and properly posted as such on January 29, 2026, providing notice to the Owner to remove said vessel within twenty-one days; and,

WHEREAS, in the event of the Owner failing to remove the vessel, the City will seek to remove the vessel as quickly as possible in the interest of public health, safety, and welfare; and,

WHEREAS, since the removal of the vessel is beyond the capacity of the City to remove, the City has sought the assistance of the City of St. Augustine, Florida, which has significant experience with the removal of derelict vessels, including the formal procurement of Derelict Vessel Removal, Destruction, and Disposal Services (see Exhibit A); and,

WHEREAS, the City of Flagler Beach seeks to utilize the aforementioned City of St. Augustine contract to secure the services of a salvage contractor to remove the subject derelict vessel in Flagler Beach;

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

SECTION 1. The City Commission hereby approves the use of the City of St. Augustine Derelict Vessel Removal, Destruction, and Disposal Services to secure a contractor to remove the derelict vessel beached in the vicinity of N. Oceanshore Boulevard (SR A1A) and N. 21st Street.

SECTION 2. Funds for the cost of removal, destruction, and disposal are authorized to be drawn from the City's General Fund Unrestricted Reserves and allocated to General Government, Professional Services.

SECTION 3. The City Commission authorizes City staff to seek reimbursement of the final costs associated with the removal of the derelict vessel.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be

held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 12th day of February, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Attachment:

Exhibit A- City of St. Augustine Derelict Vessel Removal, Destruction, and Disposal Services.



City of St. Augustine, FL

26001

DERELICT VESSEL REMOVAL, DESTRUCTION, AND DISPOSAL SERVICES

RELEASE DATE: October 16, 2025

RESPONSE DEADLINE: November 4, 2025, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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Attachments:

A - Attachment #1 FWC Best Practices

B - DRAFT General Services Agreement

1. INTRODUCTION

1.1. INTRODUCTION

The City of St. Augustine ("City") requests that interested parties respond to the solicitation below by Tuesday, November 4, 2025. Further information is available through OpenGov at <https://procurement.opengov.com/portal/staugustine>, the City's website at www.citystaug.com, or by contacting the City of St. Augustine's Procurement Contact, Sharon Whitener at swhitener@citystaug.com or (904) 209-4305.

Derelict Vessel Removal, Destruction, and Disposal Services

Request for Bids Number 26001

Request for Bids Opening: Tuesday, November 4, 2025, 2:00 pm

Please refer to the [TIMELINE](#) for location and/or teleconference information.

The City may award contracts to *multiple* respondents.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Sharon Whitener, Telephone: (904) 209-4305, or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

1.2. PROCUREMENT CONTACT

Sharon Whitener

(904) 209-4305

swhitener@citystaug.com

The City prefers ALL inquiries related to this solicitation to be submitted through the Question and Answer section of the Project through the Procurement Portal, no later than 5:00 pm on Monday, October 27, 2025.

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Solicitation documents, but the Respondent is ultimately responsible for submitting the bid in the appropriate form and in accordance with written procedures.

1.3. TIMELINE

Release Project Date:	October 16, 2025
Question Submission Deadline:	October 27, 2025, 5:00pm
Question Response Deadline:	October 30, 2025, 5:00pm
Response Submission Deadline:	November 4, 2025, 2:00pm City of St. Augustine 75 King Street, Lobby D, 4th Floor General Services Conference Room St. Augustine, Florida 32084 https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTNIZTQyMWYtMjViMi00ZDRmLTkwY2EtNTkzNjZkODI1Mjk3%40thread.v2/0?context=%7b%22Tid%22%3a%22dee0e1c0-50ac-46b9-945a-3b08c85e828d%22%2c%22Oid%22%3a%227bd33f67-a879-45ff-ab8d-8a32cf5ebaf0%22%7d Meeting ID: 288 785 798 146 5 Passcode: X7CD7gu9

1.4. SCOPE OF WORK

1.4.1. Scope of Work

Derelict Vessel Removal, Destruction, and Disposal

This Scope of Work ("SOW") defines the requirements for the removal, transportation, destruction, and lawful disposal of derelict and abandoned vessels, floating structures, and associated debris within the waterways and adjacent areas of the City of St. Augustine ("City").

For purposes of this contract, "vessel" includes but is not limited to boats, barges, sailboats, personal watercraft, airboats, houseboats, floating docks, and similar structures. All derelict vessels will be designated as derelict under Section 823.11, Florida Statutes, and referred to the City by law enforcement for removal.

1. Project Description

The derelict vessels are located within waterways commonly used by the public for marine recreation and navigation. Vessels may be submerged, partially submerged, grounded/beached or floating. The Contractor shall take all necessary safety precautions to ensure the protection of workers, the public, site, environment, and nearby vessels during all phases of work. The Contractor is responsible for compliance with all applicable safety regulations, including but not limited to:

- FL-OSHA and OSHA regulations (29 CFR 1910.120, Hazardous Waste Operations and Emergency Response; and 29 CFR 1910.401, Subpart T, Commercial Diving, if applicable).
- Implementation of safety controls such as signage, warning lights, barriers, and dive flags.
- Maintenance of a safe navigation area for transiting vessels.

The City's Project Manager, in coordination with local law enforcement and the Florida Fish and Wildlife Conservation Commission (FWC), will act as the Project Coordinator.

This project may be funded in whole or in part through the FWC Derelict Vessel Removal Grant Program or similar programs. The Contractor shall comply with all grant-related terms and requirements.

2. Contractor Responsibilities

The Contractor shall furnish all labor, supervision, equipment, permits, materials, and incidentals necessary to complete the work in accordance with applicable laws and best management practices.

a. Mobilization and Coordination

- Mobilize equipment, materials, and personnel to and from each work site.
- Coordinate access with property owners, marinas, and upland disposal facilities.
- Notify the City Project Coordinator at least 24 hours prior to each vessel removal.

b. Vessel Recovery

- Float, dewater, and stabilize vessels as needed for safe removal.
- Avoid dragging vessels wherever possible.
- Extract hard-aground or submerged vessels using shallow-draft approaches, lifting bags, cranes, or equivalent low-impact methods.

c. Tow, Transport, and Disposal

- Tow or haul vessels to a Contractor-provided staging or disposal site.
- Remove all pollutants, including fuel, oil, and batteries, in accordance with FDEP, EPA, and local requirements.
- Dispose of all vessels and debris at licensed disposal or recycling facilities.
- Provide landfill or disposal receipts to the City.

d. Documentation

- Provide photographic documentation showing pre-removal, during-removal, and post-removal conditions.
- Maintain disposal documentation.
- Submit completion reports including vessel identification, location, removal date, and disposal facility information.

3. Environmental Protection and Impact Mitigation

The Contractor shall ensure that all work minimizes environmental impacts and complies with FWC Best Management Practices (Attachment #1) and all applicable local, state, and federal laws.

a. Pollution Prevention

- Identify and remove any onboard pollutants prior to transport.
- Utilize absorbent booms or blankets during work if petroleum sheen or discharges are observed.
- Maintain receipts for pollutant disposal.

b. Habitat Protection

- Prevent turbidity, siltation, and water-quality violations.
- Avoid impacts to seagrass beds, mangroves, wetlands, oyster beds, coral, and other aquatic resources.
- Do not disturb mangrove vegetation without express written authorization from the City and FDEP.

c. Site Restoration

- Install and maintain turbidity barriers as needed.
- Restore any disturbed boat ramps, access points, or staging areas to pre-work conditions.
- The Contractor shall be liable for any environmental damage resulting from their operations.

4. Permitting and Compliance

- The Contractor shall obtain and comply with all required permits or permit exemptions under Florida Administrative Code 62-330.051 (FDEP Permit Exempt Activities).
- The Contractor shall adhere to all federal environmental protection laws.

- The Contractor shall maintain all required business licenses, marine towing permits, and insurance.
-

5. Schedule

- Work should begin within 48 hours of written authorization from the City Project Coordinator.
 - Emergency removals shall be completed within 24 hours of notification, unless otherwise approved.
 - Work is to be conducted during daylight hours, Monday through Friday, unless otherwise authorized by the City.
-

6. Deliverables

The Contractor shall provide:

- Pre-, during-, and post-removal photographs (time-stamped).
- Disposal facility receipts and pollutant disposal documentation.
- Written completion reports per vessel.
- Invoice consistent with the approved cost schedule.

2. EVALUATION AND AWARD

2.1. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (GENERAL AND SIMILAR PROJECTS) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Response may be considered non-responsive.

A. Business Registration

Respondent shall be an active business entity registered in good standing with the Florida Division of Corporations (Sunbiz).

B. Experience

Respondent shall have a minimum of three (3) years of verifiable experience in derelict vessel removal, including work on floating, sunken, and aground/beached vessels.

Please complete Qualifications Similar Projects form for three (3) similar projects.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any Response if the evidence submitted by such Respondent and/or the City’s independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

2.2. AWARDING THE AGREEMENT

The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the solicitation documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the “Successful Respondent”). The Agreement may be modified based on the City’s acceptance of any alternatives listed in the bid that the City deems in its best interest. The City of St. Augustine reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids on the required materials or services. The City also reserves the right to award the contract to the Respondent whose bid is deemed by the City to most advance the public interest.

If two (2) or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., *via* the Drug-Free Workplace Form or two (2) by lot.

The City reserves the option to award to multiple contractors.

The City reserves the right to award the Agreement to the next lowest available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under Section 120.57(3), F.S., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

3. SUBMITTAL INSTRUCTIONS AND FORMAT

3.1. SUBMITTAL OF RESPONSES

The City prefers ALL Responses be submitted through the Procurement Portal no later than 2:00 pm on Tuesday, November 4, 2025.

3.2. PREPARATION AND ORGANIZATION OF RESPONSE DOCUMENTS

Respondents must submit the following fully executed documents through the [VENDOR SUBMISSIONS](#).

- a. Proposed Sub-contractors
- b. Certificate as to Corporation
- c. Affidavit as to Non-collusion
- d. Qualifications (General and Similar Projects)
- e. Active Business Registration (Florida Division of Corporations)

In the event you decline to submit a Response, the City would appreciate submittal of a "No Bid" through the Procurement Portal to describe the reason for not submitting a Response. **BY SUBMITTING A RESPONSE, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL RESPONSE HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE RESPONSE.**

3.3. GUARANTY

For the purposes of this solicitation, a Bid guaranty is not required.

3.4. VENDOR SUBMISSIONS

1. *RESPONDENT CONFIRMATION**

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Solicitation as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Solicitation Response or in the Agreement to be entered into; that this Letter of Interest is made without connection with any other person, company, or parties submitting a Solicitation Response; and that this Letter of Interest is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other

Agreement documents relative thereto; it has read all of the addenda furnished prior to the Letter of Interest opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Letter of Interest is accepted and an Agreement negotiated with the City, Respondent shall contract with the City in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement and shall furnish the required evidence of the specified insurance.

☐ Please confirm

*Response required

2. *Do you intend to use Subconsultants/Subcontractors on this project? **

☐ Yes

☐ No

*Response required

When equals "Yes"

2.1. *Subconsultants / Subcontractors**

Please download the below documents, complete, and upload. Debris Removal Service subcontractors will be requested in another question.

- [Subconsultants-Subcontracto...](#)

*Response required

3. *Do you intend to use Debris Removal Services?**

If self performing, please answer yes.

☐ Yes

☐ No

*Response required

When equals "Yes"

3.1. *Please list name of City Authorized Franchise Hauler to be used.**

Please also list if self-performing the task.

List of authorized franchise haulers can be found on the City's website.

*Response required

4. *Certificate As To Corporation**

Please download the below documents, complete, and upload.

- [Certificate As To Corporati...](#)

*Response required

5. *Affidavit As To Non-Collusion**

Please download the below documents, complete, and upload.

- [Affidavit As To Non-Collusi...](#)

*Response required

6. *Qualifications - General**

Please download the below documents, complete, and upload.

- [QUALIFICATIONS - GENERAL.pdf](#)

*Response required

7. *Qualifications - Similar Projects**

Please download the below documents, complete, and upload.

- [QUALIFICATIONS - Similar Pr...](#)

*Response required

8. *Drug-Free Workplace**

The Respondent in accordance with Section 287.087, F.S., hereby certifies that Respondent satisfies the following requirements:

- A. 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.
- B. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
- C. Gives each employee engaged in providing the contractual services that are under bid a copy of the statement specified in paragraph 1, above.
- D. 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

- E. 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.
- F. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

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

☐ Please confirm

*Response required

9. *Please provide copy of active business entity registration with the Florida Division of Corporations (SunBiz).**

*Response required

3.5. COST SCHEDULE

The Cost Schedule is intended to establish baseline pricing for standard vessel removal services under this Contract. The City reserves the right to request additional services or equipment not specifically listed in the Cost Schedule, as may be required to complete the work in a safe and compliant manner. This will be negotiated individually on a case-by-case basis.

The rates must be in alignment with industry standards. If the rates are deemed to be unreasonable, the City may consider the Bid as being non-responsive and has the option to reject the Bid.

RESPONDENTS MUST PROVIDE COSTS FOR ALL LISTED ITEMS.

Line Item	Description	Unit of Measure	Unit Cost
Group 1: Floating Vessels			
1	Under 21 feet	Foot	
2	21-40 feet	Foot	
3	Over 40 feet	Foot	
Group 2: Sunken Vessels			
4	Under 21 feet	Foot	
5	21-40 feet	Foot	
6	Over 40 feet	Foot	
Group 3: Aground/Beached Vessels			

undefined #26001

Title: Derelict Vessel Removal, Destruction, and Disposal Services

Line Item	Description	Unit of Measure	Unit Cost
7	Under 21 feet	Foot	
8	21-40 feet	Foot	
9	Over 40 feet	Foot	
10	TOTAL BID COSTS (Total of lines items 1-9)	Total	

4. GENERAL TERMS AND CONDITIONS

4.1. INSTRUCTIONS TO RESPONDENTS

4.1.1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document ("Agreement") in [ATTACHMENTS](#). The Agreement includes these Instructions to Respondents, any addenda published by the City, the response submitted by Respondent, and all required certifications and affidavits.

4.1.2. OPENING OF THE RESPONSES

Respondents or their authorized agents are invited to attend the opening and reading of the Responses. See [TIMELINE](#) for event details.

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed responses from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the Response opening, or final replies, whichever comes first. This exemption is not waived by the public opening of the Responses.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Letter of Interest is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

4.1.3. NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation through the Procurement Portal. The Procurement Portal may also be accessed through the City's website at www.citystaug.com.

Notices that are posted through the Procurement Portal are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to Section 120.57(3), F.S., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions via e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

4.1.4. INQUIRIES AND ADDENDA

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the

interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Solicitation documents, but the Respondent is ultimately responsible for submitting the Response in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received Monday, October 27, 2025 by 5:00 pm. Requests may be submitted through the Procurement Portal. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted through the Procurement Portal not later Thursday, October 30, 2025 by 5:00 pm.

Submission of a Response constitutes acknowledgment of receipt of all addenda. Responses will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Response, as submitted. All addenda become part of the Agreement.

4.1.5. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent (10%) of the Total Cost on the attached "Proposed Subcontractors" form. Respondent must submit with its Response a list of all known subcontractors / subconsultants who will be paid more than ten percent (10%) of the Total Cost. Acceptance of the Response does not constitute approval of the subcontractors identified with the proposal.

4.1.6. FRANCHISE HAULERS

Per city ordinance all debris removal must utilize franchised haulers. Respondent must clearly identify the name of the City of St. Augustine franchised hauler for debris removal for this project.

4.1.7. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a response must sign his/her name on same and state his/her address and the name and address of every other person interested in the response as principal. If a firm or partnership submits the response, state the name and address of each member of the firm or partnership. If a corporation submits the response, an authorized officer or agent must sign the response, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the response or in substantial performance of the Work have been identified in the response forms.

4.1.8. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Response:

- A. Submission of more than one Response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;

- B. Evidence of collusion among Respondents;
- C. Submission of materially false information with the Response;
- D. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- E. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
- F. Respondent is failing to adequately perform on any existing contract with the City;
- G. Respondent has defaulted on a previous contract with the City;
- H. The evidence submitted by Respondent, or the City's investigation of Respondent, fails to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified;
- I. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

4.1.9. REJECTION OF RESPONSE

Responses must be delivered to the specified location and received before the response opening in order to be considered. Untimely responses will be returned to the Respondent unopened. Responses will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The City may consider incomplete any responses not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Response.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND CANCEL THIS SOLICITATION WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION, THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.

4.1.10. WITHDRAWAL OF RESPONSE

Respondent may withdraw its response if it submits such a written request to the City prior to the designated date and hour of response opening. Respondent may be permitted to withdraw its response no later than 72 hours after the bid opening for good cause, as determined by the City in its sole judgment and discretion.

4.1.11. LOBBYING

Respondents shall not contact, lobby or otherwise communicate with any City of St. Augustine employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all parties, per City of St. Augustine Procurement Policies and Procedures Manual, Section II, Page 69, "Procedures Concerning Lobbying". According to City policy, any such communication shall disqualify the vendor, contractor or consultant from responding to the subject Request for Bids, Request for Proposals, Invitation to Negotiate, or Request for Qualifications. The

City reserves the right to accept or reject Responses, waive minor formalities, and to award the Response that best serves the interests of the City. The City also reserves the right to award the base bid and any alternates bids in any combination that best serves the needs of the City.

4.1.12. DIVERSITY

The City is committed to the opportunity for diversity in the award and performance of all procurement activities. The City encourages its Prime Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The City will assist Respondents by sharing information on W/MBEs to encourage their participation.

4.1.13. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Subconsultants/Subcontractors, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

4.1.14. FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this Solicitation is intended to remain tangible personal property and not become part of a public work owned by the City.

4.1.15. PROTEST PROCEDURES

A. Who May File A Protest:

1. Any actual or prospective respondent who is aggrieved in connection with a solicitation, award of a solicitation or contract may file a protest with the Director of General Services. Protests relating to cancellation of solicitations and protests relating to the rejection of all responses are not permitted.

B. Time for Filing:

1. If a protest is submitted by a prospective or actual respondent, it must be filed within three (3) business days after such aggrieved person knew or should have known of the facts giving rise thereto, provided the solicitation award or contract has not been approved by the City Commission, or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the Director of General Services.

C. Form of Protest:

1. A protest must be in writing and filed with the Director of General Services, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

D. Procedures:

1. Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within three (3) business days after receipt of this solicitation. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
2. No additional time shall be added for mailing. All filings shall be received by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
3. Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
4. No additional time shall be added for mailing. All filings shall be addressed to and received by the Director of General Services at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

4.1.16. EXAMINATION OF AGREEMENT, DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the contract documents (including attachments related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Response. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any City officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

4.2. EXECUTION OF AGREEMENT

Submittal of a Response binds the Successful Respondent to perform the Work upon acceptance of the Response and execution of the Agreement by the City. The City anticipates that federal funds will be used to fund all or a portion of the Agreement. Federal requirements applicable to the Successful Respondent are attached to the Agreement.

Unless all Responses are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the City within ten (10) days of the date of receipt, along with the following:

- A. A completed Internal Revenue Service Form W-9;
- B. Satisfactory evidence of all required insurance coverage;
- C. Proof satisfactory to the City of the authority of the person or persons executing the Agreement on behalf of Respondent;
- D. All other information and documentation required by the Agreement.

The City will not execute the Agreement until the above documents have been executed and delivered to the City. The Agreement will not be binding until executed by the City. A copy of the fully executed Agreement will be emailed to the Successful Respondent. The City reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the City so elects, for the recommended award to be annulled. In such event, the City will be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.



FLAGLER BEACH POLICE DEPARTMENT
PO BOX 36 • FLAGLER BEACH, FL 32136
(386) 517-2023 • FAX (386) 517-2022
WWW.FBPD.ORG
Acting Chief Lance Blanchette

Date: 01/29/2026

Flagler Beach Police Department
204 South Flagler Avenue
Flagler Beach, FL 32136

RE: Derelict Vessel FBPD Case Number: 2026-00001296

Dear: Shaun Olin Wooten

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED VESSEL. This vessel, to wit:

1983 Stamas Sailboat – HIN: STA44112M83E, located in the, 2100 block of South Ocean Shore Boulevard, on the beach, in Flagler Beach, Florida.

has been determined to be: DERELICT and is unlawfully upon waters of this state:

and must be removed within 21 days; otherwise, it will be removed and disposed of pursuant to chapter 705, Florida Statutes. The owner and other interested parties have the right to a hearing to challenge the determination that this vessel is derelict or otherwise in violation of the law. Please contact Flagler Beach Police Lt. Michael Schoenbrod.

The owner or the party determined to be legally responsible for the vessel being upon the waters of this state in a derelict condition or as a public nuisance will be liable for the costs of removal, destruction, and disposal if this vessel is not removed by the owner.

You have been identified as the last known owner or responsible party for the above-described vessel, which the undersigned law enforcement officer of the Flagler Beach Police Department (FBPD) has determined to be derelict as defined in section 823.11, Florida Statutes.

The facts upon which FBPD has made the determination that the vessel described above is derelict are as follows:

On 01/24/2026, at approximately 0432 hours, Flagler County Dispatch received a call from the USCG in reference to a 45-foot sailboat (USCG #906604) towing a 13.5-foot jet boat (HIN SERR4877D595). The initial FBPD case number is 2026-0000109. Subsequent FBPD case numbers are 2026-00001298 and 2026-00001296. Both vessels had grounded in the 2100 block of North Ocean Shore Boulevard. The vessel was captained by owner, Shaun Wooten. The vessel was also occupied by his wife, Miranda Wooten, and their juvenile child. The FBPD and the FBFD responded to the scene. FBFD assisted all of the occupants off of the vessel.

The sailboat became completely beached and immobilized in the 2100 block of South Ocean Shore Boulevard and the jet boat became completely beached and immobilized in the 1200 block of South Ocean Shore Boulevard. S. Wooten advised that he did not have enough money to pay a tow company to remove the sailboat from the beach. Furthermore, S. Wooten, advised that his sailboat insurance only covered liability and did not cover recovery. S. Wooten stated that he would voluntarily surrender ownership of the sailboat and the jet boat since he could not afford the recovery. The City of Flagler Beach refused ownership of the vessel(s).

On 01/28/2026, at approximately 1630 hours, I met with S. Wooten at his grounded sailboat. He advised me that he did not have money to have the sailboat removed and wanted to surrender ownership. At that time, I notified him of the FBPD's intent to proceed with the derelict vessel process on both vessels. I explained the State of Florida derelict vessel process to S.



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Wooten, at which time he advised that he understood. I told him that I would be applying a Derelict Vessel sticker to both vessels tomorrow (01/29/2026), which would start the 21-day period. My conversation with S. Wooten was recorded via my body worn camera.

Sections 376.15 and 823.11, Florida Statutes, make it unlawful for any person, firm, or corporation to store, leave, or abandon any derelict vessel on the public waters of the State.

Subsection 705.101(3), Florida Statutes, defines all derelict vessels as abandoned property. Sections 376.15, 705.103, and 823.11, Florida Statutes, authorize law enforcement to remove or cause to be removed any derelict vessel from the public waters of the State and to destroy it. All costs incurred by law enforcement or authorized agents in the removal of the derelict vessel are recoverable against the owner or responsible party thereof.

In accordance with the above legislative mandate, FBPD hereby orders you as the last known owner or party responsible for this vessel to remove it from the public waters of the State immediately or to provide proof that legal transfer of the vessel's ownership occurred prior to the date of this notice. Failure to do so will result in criminal charges, pursuant to sections 376.16 and 823.11, F.S.

Furthermore, if the vessel is not removed from the public waters of the State, FBPD intends to remove or cause the removal of this derelict vessel, and the vessel will be destroyed.

The determination that this vessel is derelict may affect your interests. As such, you have the right to request an administrative hearing. Enclosed is an explanation of your rights. If you choose to do so, please complete and return the enclosed Election of Rights and the enclosed Petition for Administrative Proceeding forms. Failure to make any election in this matter as explained in the enclosure, within twenty-one (21) days from the date you received this notice, shall be considered a waiver of your right to a hearing.

Sincerely,

Officer Name: Lt. Michael Schoenbrod
Officer Telephone Number: 386-517-2023
Flagler Beach Police Department
Enclosures



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PO BOX 36 • FLAGLER BEACH, FL 32136
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Acting Chief Lance Blanchette

If your substantial interests are or will be determined by the Flagler Beach Police Department's action or proposed action stated in the accompanying notice, you may make any one of the following elections on the attached Election of Rights form and file the form within twenty-one (21) days from the date you receive the notice of agency action or proposed action. If you so choose, please return the completed Election of Rights form with the enclosed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a substitute document in compliance with Chapter 28-106, of the Florida Administrative code, to the address listed on the Election of Rights form.

1. If you wish to contest the agency action or proposed action, but do not dispute any of the issues of material fact set forth in the notice, you may request an informal proceeding pursuant to Sections 120.569 and 120.57(2), Florida Statutes. In the event that your request for an informal proceeding is granted, you will be given the opportunity to either simply present a written statement challenging the grounds upon which the Commission has chosen to justify its action or inaction or present evidence in mitigation.

Any request for an informal proceeding in this matter should be made by checking the space marked as 1 on the Election of Rights form and filing the completed and signed form with the Commission within twenty-one (21) days from the date of receipt of the notice. In making such a request, you must include with the completed and signed Election of Rights form either the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a substitute document in compliance with Chapter 28-106, of the Florida Administrative code. Additionally, your request must include a copy of the notice of agency action or proposed action being challenged.

2. If you wish to contest agency action or proposed action and you dispute one or more of the issues of material fact as set forth in the notice, you may request a formal hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes. If there is a disputed issue of material fact and your request is otherwise complete, an administrative law judge shall be furnished by the Division of Administrative Hearings of the Department of Management Services pursuant to Sections 120.569 and 120.57(1), Florida Statutes. A petition shall be dismissed if it fails to state disputed issues of material fact, it otherwise is not in substantial compliance with the requirements of 28-106.201(2) FAC, or it has been untimely filed.

Any request for a formal hearing in this matter should be made by checking the space marked as 2 on the Election of Rights form and filing the completed and signed form with the Commission within twenty-one (21) days from the date of receipt of the notice. In making such a request, you must include with the completed and signed Election of Rights form either the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a substitute document in compliance with Chapter 28-106, of the Florida Administrative code. Additionally, your request must include a copy of the notice of agency action or proposed action being challenged.

3. If you do not wish to contest the agency action or proposed action, you may indicate this by checking the space marked as 3 on the Election of Rights form and filing the completed and signed form with the Commission. If you make this election, you do not need to include the completed and signed Petition form.

Failure to make any election in this matter, as provided above, within twenty-one (21) days from the date you received the notice, shall be considered a waiver of your rights to any administrative proceeding as provided in either 1 or 2, above.

Mediation is not an available alternative with respect to this action or proposed action.



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Acting Chief Lance Blanchette

I have read the Explanation of Rights provided to me by the Flagler Beach Police Department (FBPD) and understand my options. (You may select one of the options below and return this form to the Commission no later than 21 days from the receipt of the notice of agency action or proposed action or, if you do not want an administrative hearing or informal proceeding, you do not need to complete this form)

- ☐ 1. I am challenging the agency action and want an informal proceeding. I do not dispute any of the issues of material fact in the notice of agency action or proposed action, but do want an informal proceeding, pursuant to Sections 120.569 and 120.57(2), Florida Statutes. I understand that I may either submit a written statement or submit evidence in mitigation to the agency head or designated representative. I have attached the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a petition that complies with Chapter 28-106, of the Florida Administrative code.
- ☐ 2. I am challenging the agency action and want an administrative hearing. I do dispute one or more issues of material fact in the notice of agency action or proposed action, I have attached the completed and signed Petition for Administrative Proceeding form completed in accordance with Chapter 28-106, Florida Administrative code, or a petition that complies with Chapter 28-106, of the Florida Administrative code, and I request a formal hearing, pursuant to Sections 120.569 and 120.57(1), Florida Statutes, before an administrative law judge appointed by the Division of Administrative Hearings.
- ☐ 3. I do not wish to challenge the agency action. I do not dispute any of the issues of material fact in the Notice of action or proposed action and waive my right to object or to be heard.

I have read and understand the Election of Rights form and understand that I have the right to be represented by counsel or a qualified representative at an administrative proceeding. I also understand that I must attach a petition to this request if I have requested a hearing or an informal proceeding.

Please sign and state your current address and telephone number:

Signature

Date

PRINT NAME

Phone Number

The above indicated person is: ☐ the Petitioner, ☐ counsel for the Petitioner, ☐ the qualified representative of the Petitioner (Please check one).

Petitioner's name and address

Attorney or representative's name
and address (if applicable)

If applicable, please list the type of Permit/License applied for and the Permit/License Number



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PO BOX 36 • FLAGLER BEACH, FL 32136
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Please mail form to: Flagler Beach Police Department
PO Box 36
Flagler Beach, FL 32084

FLAGLER BEACH POLICE DEPARTMENT

**DERELICT VESSEL
PETITION FOR ADMINISTRATIVE PROCEEDING**

Compliance of Section 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code

Only if challenging the agency action, please complete this form or otherwise provide the information required by Chapter 28-106, of the Florida Administrative Code and send to the following address along with the completed Election of Rights form and a copy of the challenged agency action:

Flagler Beach Police Department
PO Box 36
Flagler Beach, FL 32136

1. Please list the name and address of each agency affected and each agency's file or identification number, if known:

2. Please identify the petitioner (the individual or organization requesting the hearing):

Name: _____
Address: _____

Phone number: (____) _____ — _____

3. Please identify the petitioner's counsel or representative (if any):

Name: _____



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Address: _____

Phone number: (_____) _____ — _____

[The address of petitioner's counsel or representative, if listed above, shall be the address for service purposes during the course of the proceedings]

4. Please explain how the petitioner's substantial interests are or will be affected by the Commission's action or proposed action:

5. Please explain when and how the petitioner received notice of the Commission's action or proposed action:

6. Please indicate whether the petitioner disputes any material facts and, if so, state all disputed material facts:



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7. Please concisely state the ultimate facts alleged, including a statement of the specific facts that the petitioner contends warrant reversal or modification of the Commission's action or proposed action:

8. Please state the specific rules or statutes that the petitioner contends require reversal or modification of the Commission's action or proposed action:



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9. Explanation of how the alleged facts (7) relate to the specific Rules or Statutes (8) stated above:

10. Please state the relief sought by the petitioner, stating precisely the action that the petitioner wants the Commission to take with respect to the action or proposed action:

Either the Petitioner, counsel for the Petitioner, or the qualified representative of the Petitioner must sign below agreeing that the person signing this document has read this Petition, made a reasonable inquiry, and is not filing this document for any improper purposes, frivolous purpose, or needless increase in the cost of litigation.



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Signature

Date

PRINT NAME

The above indicated person is: ☐ the Petitioner, ☐ counsel for the Petitioner, ☐ the qualified representative of the Petitioner (Please check one).

FLAGLER BEACH POLICE DEPARTMENT

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS RELATED TO A DERELICT VESSEL DETERMINATION

I hereby acknowledge that on this date I received from a Flagler Beach Police Department's Law Enforcement Officer the following documents regarding Derelict Vessel Case Number

:

- A letter notifying me that my vessel has been determined to be derelict (2 pages);
- An Explanation of Rights to an administrative proceeding on the determination that my vessel is derelict (1-page);
- An Election of Rights Form (1-page); and
- A Petition for an Administrative Proceeding (2 pages).

Signature

Printed Name



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Acting Chief Lance Blanchette

Date

Current Phone Number

Current Address

Flagler Beach Police Department
PO Box 36
Flagler Beach, FL 32136

RE: Derelict Vessel Case Number _____

Dear: Shaun Olin Wooten

The Flagler Beach Police Department (FBPD) has investigated the vessel described below and determined the vessel is derelict as defined in sections 705.101(3) and 823.11, Florida Statutes. FBPD has

Vessel Make: _____

Vessel Model: _____

Vessel Hull Identification Number: _____

Vessel Registration Number: _____

Vessel Color: _____

Vessel Location Latitude/Longitude: _____

Vessel Location Description: _____

Please photograph the removal and destruction of the vessel and email the images to the email address provided below after the removal and destruction is complete. Please also notify me of the total cost incurred for the removal and destruction of

REVISED 03/15/23



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Acting Chief Lance Blanchette

this vessel. If an owner or responsible party has been identified, FBPD will send a demand letter to the owner or responsible party seeking to recover the removal costs.

This authorization permits only (1) the removal and destruction of the vessel identified above and (2) the removal and sale of salvageable material from this vessel pursuant to subsection 705.103(4), Florida Statutes. Any other use of the vessel is not authorized.

Once you have informed me the vessel has been removed and destroyed and I have photographic documentation of the removal and destruction, FBPD will request the Department of Highway Safety and Motor Vehicles cancel the title and registration for the vessel.

Please contact me if you have any other questions.

Sincerely,

Officer Name: Lt. Michael Schoenbrod
Officer Telephone Number: 386-517-2023
Flagler Beach Police Department

STATE OF FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

DIVISION OF MOTORIST SERVICES
2900 Apalachee Parkway
Tallahassee, FL 32399
derelict@flhsmv.gov

TO: Florida Department of Highway Safety and Motor Vehicles

Ref: Derelict Vessel Registration Number:
Hull Identification Number:
Florida Title Number:
FBPD Case:

The above listed vessel is/was currently being investigated as a derelict vessel under Florida Statute 823.11, by the Flagler Beach Police Department. The vessel is currently listed in the Florida Statewide Derelict Vessel Database.

- ☒ Please place a hold on the title as per Florida Statute 328.09(4)
- ☐ Please release existing hold on the title as per Florida Statute 328.09(4)

Florida Statute 328.09(4), the department may not issue a certificate of title to any applicant for any vessel that has been deemed derelict by a law enforcement officer under s. 823.11. A law enforcement officer must inform the department in writing, which may be provided by facsimile, electronic mail, or other electronic means, of the vessel's derelict status and supply the department with the vessel title number or vessel identification number. The department may issue a certificate



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of title once law enforcement officer has verified in writing, which may be provide by facsimile, electronic mail, or other electronic means, that the vessel is no longer a derelict vessel.

Thank you,

Officer Name: Lt. Michael Schoenbrod
Officer Telephone Number: 386-517-2023
Flagler Beach Police Department

Date: 01/29/2026

Flagler Beach Police Department
PO Box 36
Flagler Beach, FL 32136

RE: Demand for Repayment of Derelict Vessel Removal Costs – FBPD
Derelict Vessel Case Number _____

Dear: Shaun Olin Wooten

The following vessel, for which you were identified as an owner or responsible party, was determined to be derelict and was removed from the public waters of the State of Florida on _____ Date _____.

Vessel Make: _____
Vessel Model: _____
Vessel Hull Identification Number: _____
Vessel Registration Number: _____
Vessel Color: _____
Vessel's Last Location Latitude/Longitude: _____
Vessel Last Location Description: _____

The costs incurred to remove and dispose of this vessel were _____. As an owner or responsible party, you are obligated to repay these costs, pursuant to sections 376.15 and 823.11, Florida Statutes. It is hereby demanded that you reimburse _____ this amount or legal action may be taken against you to recover these costs. Your payment must be made by money order or cashier's check within thirty (30) days of the date of this letter. Please make your cashier's check or money order payable to _____, include on the payment



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Acting Chief Lance Blanchette

the Derelict Vessel Case Number identified above, and mail it to the following address:

Please also provide a copy of the payment to me at the address below.

If you fail to respond to this notice within thirty (30) days you will no longer be able to register any vehicles or vessels in Florida until such time as payment is made.

If your payment is made after thirty (30) days, and if you provide me with proof of payment, I will have the hold on your ability to register vehicles or vessels in the State removed.

Sincerely,

Officer Name: Lt. Michael Schoenbrod
Officer Telephone Number: 386-517-2023
Flagler Beach Police Department

**FLAGLER BEACH POLICE DEPARTMENT
REVOCATION/RESTORATION OF VEHICLE AND VESSEL REGISTRATION
PRIVILEGES FOR NON-PAYMENT OF DERELICT VESSEL REMOVAL AND
DESTRUCTION COSTS DATE**

Date:

Flagler Beach Police Department
PO Box 36
Flagler Beach, FL 32136

The following vessel was investigated by law enforcement with the Flagler Beach Police Department (FBPD), and determined to be derelict pursuant to s. 823.11, F.S.:

Derelict Vessel Case Number _____
Subject's Name: _____
Subject's Date of Birth: _____
Subjects FL DL Number: _____
Vessel Registration Number: _____
Vessel Hull Identification Number: _____



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Acting Chief Lance Blanchette

The above listed vessel is/was currently being investigated as a derelict vessel under Florida Statute 823.11, by the Flagler Beach Police Department. The vessel is currently listed in the Florida Statewide Derelict Vessel Database.

- ☐ Please revoke this subject's privileges to register all vessels and motor vehicles. The vessel has been removed from the waters of the state and destroyed, and the costs of removal and destruction have not been repaid as required by ss. 823.11(3)(b) and 705.103(4), F.S.
- ☐ Please restore this subject's privileges to register all vessels and motor vehicles. All costs of removing the vessel from the waters of the state and destroying the vessel have been repaid, as required by ss. 823.11(3)(b) and 705.103(4), F.S.

Thank you,

Officer Name: Lt. Michael Schoenbrod
Officer Telephone Number: 386-517-2023
Flagler Beach Police Department

823.11 Derelict vessels; relocation or removal; penalty

(3)(b) All costs, including costs owed to a third party, incurred by the commission or other law enforcement agency in the relocation or removal of a derelict vessel are recoverable against the vessel owner...As provided in s. 705.103(4), a person who neglects or refuses to pay such costs may not be issued a certificate of registration for such vessel or for any other vessel or motor vehicle until such costs have been paid.

705.103 Procedure for abandoned or lost property.

(4) The owner of any abandoned or lost property who...does not remove such property within the specified period shall be liable to the law enforcement agency for all costs of removal, storage, and destruction of such property...In the case of an abandoned vessel or motor vehicle, any person who neglects or refuses to pay such amount is not entitled to be issued a certificate of registration for such vessel or motor vehicle, or any other vessel or motor vehicle, until such costs have been paid...Neither the department nor any other person acting as agent thereof shall issue a certificate of registration to a person whose vessel or motor vehicle registration privileges have been revoked, as provided by this subsection, until such costs have been paid.



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PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$1.07
Spring Hill, FL 34610 Weight: 0 lb 1.60 oz Estimated Delivery Date Mon 02/02/2026			
Certified Mail®			\$5.30
Tracking #: 70170190000100041355			
Return Receipt			\$4.40
Tracking #: 9590 9402 3659 7335 3294 16			
Total			\$10.77
First-Class Mail® Letter	1		\$1.07
Spring Hill, FL 34610 Weight: 0 lb 1.60 oz Estimated Delivery Date Mon 02/02/2026			
Certified Mail®			\$5.30
Tracking #: 70170190000100041270			
Return Receipt			\$4.40
Tracking #: 9590 9402 3659 7335 3294 09			
Total			\$10.77
Grand Total:			\$21.54
Credit Card Remit			\$21.54
Card Name: VISA Account #: XXXXXXXXXX0576 Approval #: 046325 Transaction #: 191 AID: A0000000031010 Contactless AL: VISA CREDIT			

Account Code _____
Budget Balance _____
Approved _____
City Manager _____

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.07

Total Postage and Fees \$10.77

Sent To

Mr. Shawn O. Wooten

Street and Apt. No., or PO Box No.

15035 Little Ranch Road

City, State, ZIP+4®

Spring Hill FL 34610

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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See Reverse for Instructions



CITY OF
ST. AUGUSTINETM
EST. 1565

City of St. Augustine, FL

26001

DERELICT VESSEL REMOVAL, DESTRUCTION, AND DISPOSAL SERVICES

RELEASE DATE: October 16, 2025

RESPONSE DEADLINE: November 4, 2025, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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Attachments:

A - Attachment #1 FWC Best Practices

B - DRAFT General Services Agreement

1. INTRODUCTION

1.1. INTRODUCTION

The City of St. Augustine ("City") requests that interested parties respond to the solicitation below by Tuesday, November 4, 2025. Further information is available through OpenGov at <https://procurement.opengov.com/portal/staugustine>, the City's website at www.citystaug.com, or by contacting the City of St. Augustine's Procurement Contact, Sharon Whitener at swhitener@citystaug.com or (904) 209-4305.

Derelict Vessel Removal, Destruction, and Disposal Services

Request for Bids Number 26001

Request for Bids Opening: Tuesday, November 4, 2025, 2:00 pm

Please refer to the [TIMELINE](#) for location and/or teleconference information.

The City may award contracts to *multiple* respondents.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven (7) days prior to the proceeding at the address given on notice. Sharon Whitener, Telephone: (904) 209-4305, or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

1.2. PROCUREMENT CONTACT

Sharon Whitener

(904) 209-4305

swhitener@citystaug.com

The City prefers ALL inquiries related to this solicitation to be submitted through the Question and Answer section of the Project through the Procurement Portal, no later than 5:00 pm on Monday, October 27, 2025.

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Solicitation documents, but the Respondent is ultimately responsible for submitting the bid in the appropriate form and in accordance with written procedures.

1.3. TIMELINE

Release Project Date:	October 16, 2025
Question Submission Deadline:	October 27, 2025, 5:00pm
Question Response Deadline:	October 30, 2025, 5:00pm
Response Submission Deadline:	November 4, 2025, 2:00pm City of St. Augustine 75 King Street, Lobby D, 4th Floor General Services Conference Room St. Augustine, Florida 32084 https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTNlZTQyMWYtMjViMi00ZDRmLTkwY2EtNTkzNjZkODI1Mjk3%40thread.v2/0?context=%7b%22Tid%22%3a%22dee0e1c0-50ac-46b9-945a-3b08c85e828d%22%2c%22Oid%22%3a%227bd33f67-a879-45ff-ab8d-8a32cf5ebaf0%22%7d Meeting ID: 288 785 798 146 5 Passcode: X7CD7gu9

1.4. SCOPE OF WORK

1.4.1. *Scope of Work*

Derelict Vessel Removal, Destruction, and Disposal

This Scope of Work ("SOW") defines the requirements for the removal, transportation, destruction, and lawful disposal of derelict and abandoned vessels, floating structures, and associated debris within the waterways and adjacent areas of the City of St. Augustine ("City").

For purposes of this contract, "vessel" includes but is not limited to boats, barges, sailboats, personal watercraft, airboats, houseboats, floating docks, and similar structures. All derelict vessels will be designated as derelict under Section 823.11, Florida Statutes, and referred to the City by law enforcement for removal.

1. Project Description

The derelict vessels are located within waterways commonly used by the public for marine recreation and navigation. Vessels may be submerged, partially submerged, grounded/beached or floating. The Contractor shall take all necessary safety precautions to ensure the protection of workers, the public, site, environment, and nearby vessels during all phases of work. The Contractor is responsible for compliance with all applicable safety regulations, including but not limited to:

- FL-OSHA and OSHA regulations (29 CFR 1910.120, Hazardous Waste Operations and Emergency Response; and 29 CFR 1910.401, Subpart T, Commercial Diving, if applicable).
- Implementation of safety controls such as signage, warning lights, barriers, and dive flags.
- Maintenance of a safe navigation area for transiting vessels.

The City's Project Manager, in coordination with local law enforcement and the Florida Fish and Wildlife Conservation Commission (FWC), will act as the Project Coordinator.

This project may be funded in whole or in part through the FWC Derelict Vessel Removal Grant Program or similar programs. The Contractor shall comply with all grant-related terms and requirements.

2. Contractor Responsibilities

The Contractor shall furnish all labor, supervision, equipment, permits, materials, and incidentals necessary to complete the work in accordance with applicable laws and best management practices.

a. Mobilization and Coordination

- Mobilize equipment, materials, and personnel to and from each work site.
- Coordinate access with property owners, marinas, and upland disposal facilities.
- Notify the City Project Coordinator at least 24 hours prior to each vessel removal.

b. Vessel Recovery

- Float, dewater, and stabilize vessels as needed for safe removal.
- Avoid dragging vessels wherever possible.
- Extract hard-aground or submerged vessels using shallow-draft approaches, lifting bags, cranes, or equivalent low-impact methods.

c. Tow, Transport, and Disposal

- Tow or haul vessels to a Contractor-provided staging or disposal site.
- Remove all pollutants, including fuel, oil, and batteries, in accordance with FDEP, EPA, and local requirements.
- Dispose of all vessels and debris at licensed disposal or recycling facilities.
- Provide landfill or disposal receipts to the City.

d. Documentation

- Provide photographic documentation showing pre-removal, during-removal, and post-removal conditions.
- Maintain disposal documentation.
- Submit completion reports including vessel identification, location, removal date, and disposal facility information.

3. Environmental Protection and Impact Mitigation

The Contractor shall ensure that all work minimizes environmental impacts and complies with FWC Best Management Practices (Attachment #1) and all applicable local, state, and federal laws.

a. Pollution Prevention

- Identify and remove any onboard pollutants prior to transport.
- Utilize absorbent booms or blankets during work if petroleum sheen or discharges are observed.
- Maintain receipts for pollutant disposal.

b. Habitat Protection

- Prevent turbidity, siltation, and water-quality violations.
- Avoid impacts to seagrass beds, mangroves, wetlands, oyster beds, coral, and other aquatic resources.
- Do not disturb mangrove vegetation without express written authorization from the City and FDEP.

c. Site Restoration

- Install and maintain turbidity barriers as needed.
- Restore any disturbed boat ramps, access points, or staging areas to pre-work conditions.
- The Contractor shall be liable for any environmental damage resulting from their operations.

4. Permitting and Compliance

- The Contractor shall obtain and comply with all required permits or permit exemptions under Florida Administrative Code 62-330.051 (FDEP Permit Exempt Activities).
- The Contractor shall adhere to all federal environmental protection laws.

- The Contractor shall maintain all required business licenses, marine towing permits, and insurance.
-

5. Schedule

- Work should begin within 48 hours of written authorization from the City Project Coordinator.
 - Emergency removals shall be completed within 24 hours of notification, unless otherwise approved.
 - Work is to be conducted during daylight hours, Monday through Friday, unless otherwise authorized by the City.
-

6. Deliverables

The Contractor shall provide:

- Pre-, during-, and post-removal photographs (time-stamped).
- Disposal facility receipts and pollutant disposal documentation.
- Written completion reports per vessel.
- Invoice consistent with the approved cost schedule.

2. EVALUATION AND AWARD

2.1. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification” forms (GENERAL AND SIMILAR PROJECTS) provided in these documents to document the minimum qualifications listed below. Failure to include these forms with the Response may be considered non-responsive.

A. Business Registration

Respondent shall be an active business entity registered in good standing with the Florida Division of Corporations (Sunbiz).

B. Experience

Respondent shall have a minimum of three (3) years of verifiable experience in derelict vessel removal, including work on floating, sunken, and aground/beached vessels.

Please complete Qualifications Similar Projects form for three (3) similar projects.

Irrespective of the minimum qualifications stated above, the City may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The City reserves the right to reject any Response if the evidence submitted by such Respondent and/or the City’s independent investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the City within the time period specified.

2.2. AWARDING THE AGREEMENT

The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Total Bid Cost who demonstrates, in accordance with the requirements of the solicitation documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the “Successful Respondent”). The Agreement may be modified based on the City’s acceptance of any alternatives listed in the bid that the City deems in its best interest. The City of St. Augustine reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids on the required materials or services. The City also reserves the right to award the contract to the Respondent whose bid is deemed by the City to most advance the public interest.

If two (2) or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with Section 287.087, F.S., *via* the Drug-Free Workplace Form or two (2) by lot.

The City reserves the option to award to multiple contractors.

The City reserves the right to award the Agreement to the next lowest available Respondent in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.

All Respondents will be notified of the City's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under Section 120.57(3), F.S., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

3. SUBMITTAL INSTRUCTIONS AND FORMAT

3.1. SUBMITTAL OF RESPONSES

The City prefers ALL Responses be submitted through the Procurement Portal no later than 2:00 pm on Tuesday, November 4, 2025.

3.2. PREPARATION AND ORGANIZATION OF RESPONSE DOCUMENTS

Respondents must submit the following fully executed documents through the [VENDOR SUBMISSIONS](#).

- a. Proposed Sub-contractors
- b. Certificate as to Corporation
- c. Affidavit as to Non-collusion
- d. Qualifications (General and Similar Projects)
- e. Active Business Registration (Florida Division of Corporations)

In the event you decline to submit a Response, the City would appreciate submittal of a "No Bid" through the Procurement Portal to describe the reason for not submitting a Response. **BY SUBMITTING A RESPONSE, RESPONDENTS ACKNOWLEDGE THAT THE CITY'S STANDARD CONTRACT FORM WILL BE USED. ANY DELAYS CAUSED DUE TO RESPONDENT'S FAILURE TO ACCEPT THE TERMS OF THE STANDARD CONTRACT FORM AFTER THE SUCCESSFUL RESPONSE HAS BEEN AWARDED MAY RESULT IN REJECTION OF THE RESPONSE.**

3.3. GUARANTY

For the purposes of this solicitation, a Bid guaranty is not required.

3.4. VENDOR SUBMISSIONS

1. *RESPONDENT CONFIRMATION**

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Solicitation as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Solicitation Response or in the Agreement to be entered into; that this Letter of Interest is made without connection with any other person, company, or parties submitting a Solicitation Response; and that this Letter of Interest is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the City that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other

Agreement documents relative thereto; it has read all of the addenda furnished prior to the Letter of Interest opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Letter of Interest is accepted and an Agreement negotiated with the City, Respondent shall contract with the City in the form of the attached Agreement and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement and shall furnish the required evidence of the specified insurance.

☐ Please confirm

*Response required

2. *Do you intend to use Subconsultants/Subcontractors on this project? **

☐ Yes

☐ No

*Response required

When equals "Yes"

2.1. *Subconsultants / Subcontractors**

Please download the below documents, complete, and upload. Debris Removal Service subcontractors will be requested in another question.

- [Subconsultants-Subcontracto...](#)

*Response required

3. *Do you intend to use Debris Removal Services?**

If self performing, please answer yes.

☐ Yes

☐ No

*Response required

When equals "Yes"

3.1. *Please list name of City Authorized Franchise Hauler to be used.**

Please also list if self-performing the task.

List of authorized franchise haulers can be found on the City's website.

*Response required

4. *Certificate As To Corporation**

Please download the below documents, complete, and upload.

- [Certificate As To Corporati...](#)

*Response required

5. *Affidavit As To Non-Collusion**

Please download the below documents, complete, and upload.

- [Affidavit As To Non-Collusi...](#)

*Response required

6. *Qualifications - General**

Please download the below documents, complete, and upload.

- [QUALIFICATIONS - GENERAL.pdf](#)

*Response required

7. *Qualifications - Similar Projects**

Please download the below documents, complete, and upload.

- [QUALIFICATIONS - Similar Pr...](#)

*Response required

8. *Drug-Free Workplace**

The Respondent in accordance with Section 287.087, F.S., hereby certifies that Respondent satisfies the following requirements:

- A. 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.
- B. Notifies employees, via the statement specified in paragraph 1, above, that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
- C. Gives each employee engaged in providing the contractual services that are under bid a copy of the statement specified in paragraph 1, above.
- D. 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

- E. 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.
- F. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, F.S.

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

☐ Please confirm

*Response required

9. *Please provide copy of active business entity registration with the Florida Division of Corporations (SunBiz).**

*Response required

3.5. COST SCHEDULE

The Cost Schedule is intended to establish baseline pricing for standard vessel removal services under this Contract. The City reserves the right to request additional services or equipment not specifically listed in the Cost Schedule, as may be required to complete the work in a safe and compliant manner. This will be negotiated individually on a case-by-case basis.

The rates must be in alignment with industry standards. If the rates are deemed to be unreasonable, the City may consider the Bid as being non-responsive and has the option to reject the Bid.

RESPONDENTS MUST PROVIDE COSTS FOR ALL LISTED ITEMS.

Line Item	Description	Unit of Measure	Unit Cost
Group 1: Floating Vessels			
1	Under 21 feet	Foot	
2	21-40 feet	Foot	
3	Over 40 feet	Foot	
Group 2: Sunken Vessels			
4	Under 21 feet	Foot	
5	21-40 feet	Foot	
6	Over 40 feet	Foot	
Group 3: Aground/Beached Vessels			

undefined #26001

Title: Derelict Vessel Removal, Destruction, and Disposal Services

Line Item	Description	Unit of Measure	Unit Cost
7	Under 21 feet	Foot	
8	21-40 feet	Foot	
9	Over 40 feet	Foot	
10	TOTAL BID COSTS (Total of lines items 1-9)	Total	

4. GENERAL TERMS AND CONDITIONS

4.1. INSTRUCTIONS TO RESPONDENTS

4.1.1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document ("Agreement") in [ATTACHMENTS](#). The Agreement includes these Instructions to Respondents, any addenda published by the City, the response submitted by Respondent, and all required certifications and affidavits.

4.1.2. OPENING OF THE RESPONSES

Respondents or their authorized agents are invited to attend the opening and reading of the Responses. See [TIMELINE](#) for event details.

The Florida Public Records Act, Section 119.071(1)(b), F.S., exempts sealed responses from inspection, examination, and duplication until such time as the City issues a notice of decision (Notice of Award) or intended decision (Notice of Intent to Award) pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the Response opening, or final replies, whichever comes first. This exemption is not waived by the public opening of the Responses.

Unless otherwise exempt, Respondent's submittal is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Letter of Interest is a trade secret as defined in Section 812.081, F.S., and exempt from disclosure pursuant to Section 815.04, F.S, Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The City reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.

4.1.3. NOTICES AND SERVICES THEREOF

The City will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation through the Procurement Portal. The Procurement Portal may also be accessed through the City's website at www.citystaug.com.

Notices that are posted through the Procurement Portal are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to Section 120.57(3), F.S., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.

As a courtesy to Respondents, the City may send copies of the notices of intended agency decisions via e-mail or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

4.1.4. INQUIRIES AND ADDENDA

City staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the City, the

interpretation or correction must be given by the Procurement Contact and must be in writing. The Procurement Contact may orally explain the City's procedures and assist Respondents in referring to any applicable provision in the Solicitation documents, but the Respondent is ultimately responsible for submitting the Response in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received Monday, October 27, 2025 by 5:00 pm. Requests may be submitted through the Procurement Portal. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted through the Procurement Portal not later Thursday, October 30, 2025 by 5:00 pm.

Submission of a Response constitutes acknowledgment of receipt of all addenda. Responses will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the Response, as submitted. All addenda become part of the Agreement.

4.1.5. SUBCONTRACTS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors for each portion of the Work exceeding ten percent (10%) of the Total Cost on the attached "Proposed Subcontractors" form. Respondent must submit with its Response a list of all known subcontractors / subconsultants who will be paid more than ten percent (10%) of the Total Cost. Acceptance of the Response does not constitute approval of the subcontractors identified with the proposal.

4.1.6. FRANCHISE HAULERS

Per city ordinance all debris removal must utilize franchised haulers. Respondent must clearly identify the name of the City of St. Augustine franchised hauler for debris removal for this project.

4.1.7. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a response must sign his/her name on same and state his/her address and the name and address of every other person interested in the response as principal. If a firm or partnership submits the response, state the name and address of each member of the firm or partnership. If a corporation submits the response, an authorized officer or agent must sign the response, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida. Respondent must certify that all persons or entities having an interest as principal in the submittal of the response or in substantial performance of the Work have been identified in the response forms.

4.1.8. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Response:

- A. Submission of more than one Response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;

- B. Evidence of collusion among Respondents;
- C. Submission of materially false information with the Response;
- D. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- E. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the City, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
- F. Respondent is failing to adequately perform on any existing contract with the City;
- G. Respondent has defaulted on a previous contract with the City;
- H. The evidence submitted by Respondent, or the City's investigation of Respondent, fails to satisfy the City that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the City and within the time period specified;
- I. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the City's objectives for the Work.

4.1.9. REJECTION OF RESPONSE

Responses must be delivered to the specified location and received before the response opening in order to be considered. Untimely responses will be returned to the Respondent unopened. Responses will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The City may consider incomplete any responses not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Response.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL RESPONSES AND CANCEL THIS SOLICITATION WHEN IT DETERMINES, IN ITS SOLE JUDGMENT AND DISCRETION, THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.

4.1.10. WITHDRAWAL OF RESPONSE

Respondent may withdraw its response if it submits such a written request to the City prior to the designated date and hour of response opening. Respondent may be permitted to withdraw its response no later than 72 hours after the bid opening for good cause, as determined by the City in its sole judgment and discretion.

4.1.11. LOBBYING

Respondents shall not contact, lobby or otherwise communicate with any City of St. Augustine employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the solicitation until contract(s) are executed by all parties, per City of St. Augustine Procurement Policies and Procedures Manual, Section II, Page 69, "Procedures Concerning Lobbying". According to City policy, any such communication shall disqualify the vendor, contractor or consultant from responding to the subject Request for Bids, Request for Proposals, Invitation to Negotiate, or Request for Qualifications. The

City reserves the right to accept or reject Responses, waive minor formalities, and to award the Response that best serves the interests of the City. The City also reserves the right to award the base bid and any alternates bids in any combination that best serves the needs of the City.

4.1.12. DIVERSITY

The City is committed to the opportunity for diversity in the award and performance of all procurement activities. The City encourages its Prime Respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The City will assist Respondents by sharing information on W/MBEs to encourage their participation.

4.1.13. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with Sections 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Subconsultants/Subcontractors, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

4.1.14. FLORIDA SALES TAX

The City is exempt from payment of State of Florida sales tax pursuant to Section 212.08(6), F.S. Any tangible personal property that is the subject of this Solicitation is intended to remain tangible personal property and not become part of a public work owned by the City.

4.1.15. PROTEST PROCEDURES

A. Who May File A Protest:

1. Any actual or prospective respondent who is aggrieved in connection with a solicitation, award of a solicitation or contract may file a protest with the Director of General Services. Protests relating to cancellation of solicitations and protests relating to the rejection of all responses are not permitted.

B. Time for Filing:

1. If a protest is submitted by a prospective or actual respondent, it must be filed within three (3) business days after such aggrieved person knew or should have known of the facts giving rise thereto, provided the solicitation award or contract has not been approved by the City Commission, or the contract has not been fully executed if City Commission approval is not necessary. A protest is deemed filed when received by the Director of General Services.

C. Form of Protest:

1. A protest must be in writing and filed with the Director of General Services, Post Office Box 210, St. Augustine, FL 32085-0210. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal. The protesting party may submit with the protest any documents or information deemed relevant.

D. Procedures:

1. Any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, associated with this solicitation, shall file a Notice of Protest within three (3) business days after receipt of this solicitation. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
2. No additional time shall be added for mailing. All filings shall be received by the Director of General Services at the City of St. Augustine, Post Office Box 210, St. Augustine, Florida 32085 within the prescribed time periods. The City shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.
3. Any person adversely affected by a City decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, shall file a Notice of Protest within three (3) business days after receipt of the decision or intended decision. The protester shall also file with the Director of General Services a Formal Written Protest within ten (10) days after the date the Notice of Protest is filed with the City. The Formal Written Protest shall state with particularity the facts and law upon which the protest is based.
4. No additional time shall be added for mailing. All filings shall be addressed to and received by the Director of General Services at City Hall in St. Augustine, Florida within the prescribed time periods. Failure to file a protest within the time prescribed the protest procedures shall constitute a waiver of protest proceedings.

4.1.16. EXAMINATION OF AGREEMENT, DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the contract documents (including attachments related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land.

Failure to satisfy the obligations of this paragraph will not relieve a Successful Respondent of its obligation to furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in its Response. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any City officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

4.2. EXECUTION OF AGREEMENT

Submittal of a Response binds the Successful Respondent to perform the Work upon acceptance of the Response and execution of the Agreement by the City. The City anticipates that federal funds will be used to fund all or a portion of the Agreement. Federal requirements applicable to the Successful Respondent are attached to the Agreement.

Unless all Responses are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the City within ten (10) days of the date of receipt, along with the following:

- A. A completed Internal Revenue Service Form W-9;
- B. Satisfactory evidence of all required insurance coverage;
- C. Proof satisfactory to the City of the authority of the person or persons executing the Agreement on behalf of Respondent;
- D. All other information and documentation required by the Agreement.

The City will not execute the Agreement until the above documents have been executed and delivered to the City. The Agreement will not be binding until executed by the City. A copy of the fully executed Agreement will be emailed to the Successful Respondent. The City reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the City so elects, for the recommended award to be annulled. In such event, the City will be entitled to the full amount of the Proposal guaranty, not as a penalty, but in liquidation of and compensation for damages sustained.

**AGREEMENT
BETWEEN THE
CITY OF ST. AUGUSTINE
AND ISLA MARITIME FOR THE DERELICT VESSEL REMOVAL, DESTRUCTION, AND
DISPOSAL SERVICES PROJECT**

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (“the City”), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and Isla Maritime (“Contractor”), whose address is 1695 Cameron Court, Trinity, Florida 34655. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for (“the Work”). In accordance with Solicitation #26001, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for the solicitation; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) solicitation submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERMS OF AGREEMENT

1.1. Term

The term of this Agreement shall run from the Effective Date to the Final Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.

1.2. Effective Date

The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.

1.3. Completion Date

The Completion Date of this Agreement is September 30, 2028, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.

1.4. Renewals

This Agreement may be renewed by mutual and written consent of each party for no more than two (2) terms up to three (3) consecutive years for each term.

1.5. Scope of Work

Derelict Vessel Removal, Destruction, and Disposal

This Scope of Work (“SOW”) defines the requirements for the removal, transportation, destruction, and lawful

disposal of derelict and abandoned vessels, floating structures, and associated debris within the waterways and adjacent areas of the City of St. Augustine ("City").

For purposes of this contract, "vessel" includes but is not limited to boats, barges, sailboats, personal watercraft, airboats, houseboats, floating docks, and similar structures. All derelict vessels will be designated as derelict under Section 823.11, Florida Statutes, and referred to the City by law enforcement for removal.

1. Project Description

The derelict vessels are located within waterways commonly used by the public for marine recreation and navigation. Vessels may be submerged, partially submerged, grounded/beached or floating. The Contractor shall take all necessary safety precautions to ensure the protection of workers, the public, site, environment, and nearby vessels during all phases of work.

The Contractor is responsible for compliance with all applicable safety regulations, including but not limited to:

- FL-OSHA and OSHA regulations (29 CFR 1910.120, Hazardous Waste Operations and Emergency Response; and 29 CFR 1910.401, Subpart T, Commercial Diving, if applicable).

- Implementation of safety controls such as signage, warning lights, barriers, and dive flags.
- Maintenance of a safe navigation area for transiting vessels.

The City's Project Manager, in coordination with local law enforcement and the Florida Fish and Wildlife Conservation Commission (FWC), will act as the Project Coordinator.

This project may be funded in whole or in part through the FWC Derelict Vessel Removal Grant Program or similar programs. The Contractor shall comply with all grant-related terms and requirements.

2. Contractor Responsibilities

The Contractor shall furnish all labor, supervision, equipment, permits, materials, and incidentals necessary to complete the work in accordance with applicable laws and best management practices.

a. Mobilization and Coordination

- Mobilize equipment, materials, and personnel to and from each work site.
- Coordinate access with property owners, marinas, and upland disposal facilities.
- Notify the City Project Coordinator at least 24 hours prior to each vessel removal.

b. Vessel Recovery

- Float, dewater, and stabilize vessels as needed for safe removal.
- Avoid dragging vessels wherever possible.
- Extract hard-aground or submerged vessels using shallow-draft approaches, lifting bags, cranes, or equivalent low-impact methods.

c. Tow, Transport, and Disposal

- Tow or haul vessels to a Contractor-provided staging or disposal site.
- Remove all pollutants, including fuel, oil, and batteries, in accordance with FDEP, EPA, and local requirements.
- Dispose of all vessels and debris at licensed disposal or recycling facilities.
- Provide landfill or disposal receipts to the City.

d. Documentation

- Provide photographic documentation showing pre-removal, during-removal, and post-removal conditions.
- Maintain disposal documentation.
- Submit completion reports including vessel identification, location, removal date, and disposal facility information.

3. Environmental Protection and Impact Mitigation

The Contractor shall ensure that all work minimizes environmental impacts and complies with FWC Best Management Practices (Attachment #1) and all applicable local, state, and federal laws.

a. Pollution Prevention

- Identify and remove any onboard pollutants prior to transport.
- Utilize absorbent booms or blankets during work if petroleum sheen or discharges are observed.
- Maintain receipts for pollutant disposal.

b. Habitat Protection

- Prevent turbidity, siltation, and water-quality violations.
- Avoid impacts to seagrass beds, mangroves, wetlands, oyster beds, coral, and other aquatic resources.
- Do not disturb mangrove vegetation without express written authorization from the City and FDEP.

c. Site Restoration

- Install and maintain turbidity barriers as needed.
- Restore any disturbed boat ramps, access points, or staging areas to pre-work conditions.
- The Contractor shall be liable for any environmental damage resulting from their operations.

4. Permitting and Compliance

- The Contractor shall obtain and comply with all required permits or permit exemptions under Florida Administrative Code 62-330.051 (FDEP Permit Exempt Activities).
- The Contractor shall adhere to all federal environmental protection laws.
- The Contractor shall maintain all required business licenses, marine towing permits, and insurance.

5. Schedule

- Work should begin within 48 hours of written authorization from the City Project Coordinator.
- Emergency removals shall be completed within 24 hours of notification, unless otherwise approved.
- Work is to be conducted during daylight hours, Monday through Friday, unless otherwise authorized by the City.

6. Deliverables

The Contractor shall provide:

- Pre-, during-, and post-removal photographs (time-stamped).
- Disposal facility receipts and pollutant disposal documentation.
- Written completion reports per vessel.
- Invoice consistent with the approved cost schedule.

2. GENERAL CONDITIONS

2.1. COMMENCEMENT OF WORK

Contractor shall commence the Work within fourteen (14) days of issuance of a Purchase Order or Work Order by the City.

This date shall be known as the "Commencement Date". Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time

for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

2.2. DELIVERABLES

- A. The Work is specified in the Scope of Work, Section 1.5. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- B. If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

2.3. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Scope of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work unless approved in writing by the City and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

2.4. FUNDING OF AGREEMENT

For satisfactory performance of the Work, the City agrees to pay Contractor a sum not to exceed the amount of the Purchase Order and billed in accordance with the terms of the Cost Schedule.

2.5. PAYMENT OF INVOICES

Contractor shall submit itemized invoices in accordance with the grant requirements by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to AP@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

2.6. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT

- A. All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule

and other requirements of the Specification and Conditions; for work-orders, see special requirements under WORK ORDERS); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

- B. In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:

Jacob Webber
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
Phone: 904-209-4302
Email:jwebber@citystaug.com

1. The City's Agent is required to review invoices or payment requests prior to processing for payment. The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:
2. The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
3. If a proper invoice is not received by the local governmental entity, the date:
 - (a) On which delivery of personal property is accepted by the local governmental entity;
 - (b) On which services are completed;
 - (c) On which the rental period begins; or
 - (d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.
 - (e) Payments withheld. The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (f) Payments. The City shall pay Contractor one hundred percent (100%) of each approved invoice.

2.7. PAYMENT AND RELEASE

Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

2.8. FUNDING CONTINGENCY

This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2)

annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

2.9. PROJECT MANAGEMENT AND PERSONNEL

- A. The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business day's prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

1. CITY

Jacob Webber
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085-0210
904-209-4302
jwebber@citystaug.com

CONTRACTOR

Eric Shelley
Isla Maritime Corp.
1695 Cameron Court
Trinity, Florida 34655
843-779-5706
eshelley@islamaritime.com

- B. The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when

necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

- C. Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent project manager, satisfactory to the City. The project manager shall not be changed except with the City's consent, unless the project manager proves to be unsatisfactory to Contractor and/or ceases to be in its employment. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- D. Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

2.10. COST OF LIVING INCREASES

A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the May index.

2.11. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, Florida Statutes.

2.12. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

2.13. INTEREST IN THE BUSINESS OF CONTRACT; NON-LOBBYING

Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

2.14. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished.

Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

2.15. INSURANCE AND PERMITS

Contractor shall acquire and maintain, at its own expense, all permits and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit A, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit A. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

2.16. FORCE MAJEURE; DELAYS

- A. **Force Majeure** - Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- B. **Delay** - Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described

in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

2.17. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

A. **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City.

B. **Change Orders.**

1. The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
2. For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

C. **City Change Orders for Construction.** If the City receives from its Contractor a price quote for a Change Order requested or issued by the City for construction services, and the price quote conforms to all statutory requirements and contractual requirements for the Project, the City will approve or deny the price

quote and send written notice of that decision to Contractor within 35 days after receipt of the price quote. A denial notice from the City will specify the deficiencies in the price quote and the actions necessary to remedy those deficiencies. Payment by the City of the change order price quote will conform to sec. 218.755, F.S.

- D. **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

2.18. WORK SCHEDULE

For services on-site, City property or in conjunction with Community Services and Community Redevelopment Areas (CRA), no Work shall be accomplished on official holidays or weekends unless approved in advance by the City Project Manager. Unless otherwise approved by the City Project Manager, Contractor's work hours on City property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the City a minimum of 24 hours in advance of the change and confirmed in writing.

2.19. SAFETY

Contractor is responsible for maintaining a safe and clean work area when work is performed on-site, including but not limited to physical security for staff and the public, signage, prompt notification and clean-up of any spills or debris, and intangible security such as maintaining cyber security. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property unless ok by law. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

2.20. FRANCHISE HAULERS

Per city ordinance all debris removal must utilize franchised haulers. Contractor must clearly identify the name of the City of St. Augustine franchised hauler for debris removal for this project.

2.21. TERMINATION AND SUSPENSION

- A. **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the

Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises (properties that are owned or controlled by the City) and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- B. **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- C. **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice, or other notice from the City to pause, suspend or terminate the work.
- D. **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- E. **Contractor's Right to Stop Work or Terminate Agreement**

1. **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
2. **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.
3. **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

2.22. LIQUIDATED DAMAGES

- A. If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each calendar day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The amount of liquidated damages shall be \$500.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the City for non-performance.
- B. Contractor shall not be charged with liquidated damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.
- C. **BREACH OF CONTRACT DURING EMERGENCY RECOVERY PERIOD-** If Contractor breaches a contract related to emergency response for a natural emergency during the emergency recovery period, Contractor shall pay a statutory \$5000 penalty per sec. 252.505, F.S. This penalty will be in addition to the actual and consequential damages suffered by the City for the breach, or the stipulated liquidated damages provided for in the contract. A breach may occur if Contractor neglects, fails, or

refuses to satisfactorily complete the Work. The term “emergency recovery period” means a 1-year period that begins on the date that the Governor of Florida initially declared a state of emergency for a natural emergency.

2.23. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- A. **Pre-work Conference.** Within ten (10) days after execution of this Agreement, Contractor shall schedule a pre-work conference with the City’s Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the City’s approval not fewer than five (5) days prior to the pre-work conference. The City shall have ten (10) days to review the work plan. Not less than five (5) days prior to the pre-work conference, Contractor shall provide the City a list of each subcontract exceeding ten percent (10%) of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- B. **Progress Reports.** Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City’s Project Manager and Contractor, and may include emails, memos, and letters.
- C. **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City’s Project Manager or other authorized representative by 9:00 a.m. of the following day.
- D. **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
- E. **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a “cure” notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

2.24. NO ASSIGNMENT FOR OWNERSHIP CHANGE

The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

2.25. ASSIGNMENT FOR SUBCONTRACTS

- A. Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City’s prior written consent. As

soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.

- B. Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

2.26. REMEDIES FOR NON-PERFORMANCE

- A. **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.
- B. **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.
- C. **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- D. **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is

required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

2.27. ACTUAL DAMAGES

Failure to complete the Work for use within the agreed upon deadline, may cause the City to incur additional costs, or jeopardize funding for the Work or overall project. The City may seek actual damages for breach of contract. City shall not claim damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of damages to the new Completion Date unless expressly provided therein to the contrary.

2.28. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- A. For any Work that is dependent upon conditions on-site, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions on-site, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- B. If Contractor discovers hidden or subsurface conditions on-site that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

2.29. WARRANTY

- A. Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, plans, specifications or other documents or conditions shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- B. In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. If applicable, upon written notification of a breach, Contractor shall promptly send the necessary personnel on-site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

2.30. USE OF COMPLETED PORTIONS OF THE WORK

The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

2.31. COMPLIANCE WITH PUBLIC RECORDS ACT

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (904) 825-1007
 Email: recordsrequest@citystaug.com
 Mailing Address: City of St. Augustine
 Darlene Galambos, City Clerk
 Public Records Custodian
 P.O. Box 210
 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

- A. Keep and maintain public records required by the City to perform the Work.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- F. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.

A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

2.32. AUDIT; ACCESS TO RECORDS

Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

2.33. CIVIL RIGHTS

Pursuant to Chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, political viewpoint, national origin, age, handicap, or marital status.

2.34. EMPLOYMENT ELIGIBILITY

Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the

subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

2.35. DIVERSITY REPORTING

The City is committed to the opportunity for diversity consistent with Federal and Florida law, as may be amended from time to time, in its procurement activities, and encourages its prime vendors (design professionals, contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

2.36. USE OF CITY SEAL

Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.

2.37. RESPONSIBLE VENDOR DETERMINATION

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.38. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant (including design professional) under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

2.39. EFFECT OF BANKRUPTCY

The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.

2.40. HEAT PROTECTION AND REGULATIONS

Contractor must comply with all state and federal heat exposure laws.

2.41. COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS

The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with

the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City Contractor, as may be directed by the City. Contractor shall afford other City Contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City Contractors.

If any part of the Work depends for proper execution or results upon the work of other City Contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other Contractor's work after execution of the Work.**

2.42. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- A. This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- B. It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

2.43. DISPUTE RESOLUTION

During the course of work

In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

Invoices

In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt

of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the City's Manager. The matter shall then proceed as described in subsection (a), above.

2.44. RELEASE OF INFORMATION

Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

2.45. ROYALTIES AND PATENTS

Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

2.46. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Contractor may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special Districts, and other local public agencies or authorities. References to the City of St. Augustine in the Agreement will be replaced with the purchasing entity and the City will not be a party to any other governmental entity's agreement to purchase. Nor will the City be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

2.47. GRANTS

Contractor is required to abide by all terms and conditions herein this document and attachments.

2.48. CONTRACT INTERPRETATION

All parts and subparts of the Agreement should be read as consistent with, and in addition to, each other. In the event of a conflict between the terms of this Agreement and the General Conditions, the terms of the General Conditions shall prevail.

2.49. ENTIRE AGREEMENT

The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

3. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words “contract” and “Agreement” are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY’S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: The term Contractor contemplates Consultants, Design Professional, experts, fabricators, wholesalers, retailers, or any other provider of hardware, software, services, or goods.

CONTRACTOR’S PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City’s Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word “principal” means the same as the word “Contractor.”

RESPONDENT: Any person who submits a Response in response to a Request for Bids, Proposal, or Qualifications . Respondent that enters into a contractual agreement with the City is the 'Contractor'.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SOLICITATION: An advertised solicitation for sealed competitive Bids, Proposals, or Qualifications with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of responses, and all contractual terms and conditions.

SUBCONTRACTORS : Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA, a
municipal corporation

David Birchim

SIGNATURE

David Birchim, City Manager

FULL NAME

11/25/2025

DATE SIGNED

ISLA MARITIME CORP.

Aileen Caras

Aileen Caras (Nov 21, 2025 16:41:38 EST)

SIGNATURE

Aileen Caras

FULL NAME

11/21/2025

DATE SIGNED

CEO

TITLE

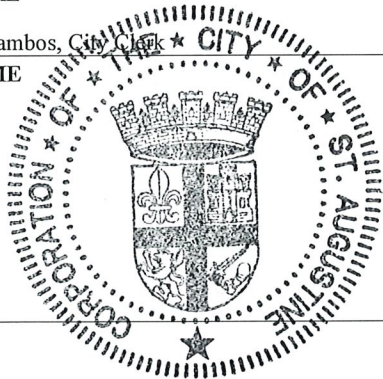
ATTEST

Darlene Galambos

SIGNATURE

Darlene Galambos, City Clerk

FULL NAME



STAMP

ATTEST

Eric Shelley

Eric Shelley (Nov 24, 2025 11:30:54 EST)

SIGNATURE

Eric Shelley

FULL NAME



STAMP

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Isabelle Lopez

SIGNATURE

Isabelle Lopez, City Attorney

FULL NAME

Attachments:

- A - Insurance Requirements
- B - Cost Schedule

INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements. Any statutory change to sovereign immunity limits will automatically amend the required insurance amounts to, at a minimum, match the sovereign immunity limits.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000.

****If applicable, the following additional coverage may be required, depending upon the nature of the Work.**

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits.

Line Item	Description	Unit of Measure	Unit Cost
Group 1: Floating Vessels			
1	Under 21 feet	Foot	\$150.00
2	21-40 feet	Foot	\$250.00
3	Over 40 feet	Foot	\$350.00
Group 2: Sunken Vessels			
4	Under 21 feet	Foot	\$200.00
5	21-40 feet	Foot	\$300.00
6	Over 40 feet	Foot	\$400.00
Group 3: Aground/Beached Vessels			
7	Under 21 feet	Foot	\$200.00
8	21-40 feet	Foot	\$300.00
9	Over 40 feet	Foot	\$400.00
10	TOTAL BID COSTS	Total	\$2,550.00



NOTICE OF AWARD

TO: Isla Maritime
Ms. Aileen Caras
1695 Cameron Court
Trinity, FL 34655

PROJECT NAME: 26001
DERELICT VESSEL REMOVAL, DESTRUCTION AND DISPOSAL SERVICES

The City of St. Augustine, Florida (City) has considered the Bid submitted by you for the above-described work.

You are hereby notified that your Bid has been accepted for the items in the amount of **two thousand five hundred and fifty dollars (\$2,550.00)**. You are required by the Information for Bidders to execute the Contract Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this 21 day of November, 2025.

CITY OF ST. AUGUSTINE, FLORIDA

By: 
David Birchim (Nov 21, 2025 16:29:17 EST)

David Birchim
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

By:  this 21 day of November, 2025.
Aileen Caras (Nov 21, 2025 16:41:38 EST)

Title: CEO

Agreement for Derelict Vessel Removal, Destruction and Disposal Services

Final Audit Report

2025-11-24

Created:	2025-11-21
By:	Sharon Whitener (swhitener@citystaug.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs1zCiLKTbqelPABhVz2W8Lyg-nqZ0ozk

"Agreement for Derelict Vessel Removal, Destruction and Disposal Services" History

-  Document created by Sharon Whitener (swhitener@citystaug.com)
2025-11-21 - 9:09:32 PM GMT
-  Document emailed to David Birchim (dbirchim@citystaug.com) for signature
2025-11-21 - 9:09:38 PM GMT
-  Email viewed by David Birchim (dbirchim@citystaug.com)
2025-11-21 - 9:10:16 PM GMT
-  Document e-signed by David Birchim (dbirchim@citystaug.com)
Signature Date: 2025-11-21 - 9:29:17 PM GMT - Time Source: server
-  Document emailed to Aileen Caras (acaras@islaritime.com) for signature
2025-11-21 - 9:29:19 PM GMT
-  Email viewed by Aileen Caras (acaras@islaritime.com)
2025-11-21 - 9:37:41 PM GMT
-  Document e-signed by Aileen Caras (acaras@islaritime.com)
Signature Date: 2025-11-21 - 9:41:38 PM GMT - Time Source: server
-  Document emailed to Eric Shelley (eshelley@islaritime.com) for signature
2025-11-21 - 9:41:40 PM GMT
-  Email viewed by Eric Shelley (eshelley@islaritime.com)
2025-11-21 - 9:43:26 PM GMT
-  Email viewed by Eric Shelley (eshelley@islaritime.com)
2025-11-24 - 3:05:36 PM GMT



Document e-signed by Eric Shelley (eshelley@islamaritime.com)

Signature Date: 2025-11-24 - 4:36:54 PM GMT - Time Source: server



Agreement completed.

2025-11-24 - 4:36:54 PM GMT



Adobe Acrobat Sign

AGREEMENT**BETWEEN THE CITY OF ST. AUGUSTINE AND FLAGSHIP TOWING LLC FOR THE DERELICT VESSEL REMOVAL, DESTRUCTION, AND DISPOSAL SERVICES PROJECT**

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (“the City”), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and Flagship Towing LLC (“Contractor”), whose address is 7301 Ranch Road, 620 N. Ste., Austin, Texas 78726. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for (“the Work”). In accordance with Solicitation #26001, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for the solicitation; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) solicitation submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERMS OF AGREEMENT**1.1. Term**

The term of this Agreement shall run from the Effective Date to the Final Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.

1.2. Effective Date

The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.

1.3. Completion Date

The Completion Date of this Agreement is September 30, 2028, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.

1.4. Renewals

This Agreement may be renewed by mutual and written consent of each party for no more than two (2) terms up to three (3) consecutive years for each term.

1.5. Scope of Work

Derelict Vessel Removal, Destruction, and Disposal

This Scope of Work ("SOW") defines the requirements for the removal, transportation, destruction, and lawful disposal of derelict and abandoned vessels, floating structures, and associated debris within the waterways and adjacent areas of the City of St. Augustine ("City").

For purposes of this contract, "vessel" includes but is not limited to boats, barges, sailboats, personal watercraft, airboats, houseboats, floating docks, and similar structures. All derelict vessels will be designated as derelict under Section 823.11, Florida Statutes, and referred to the City by law enforcement for removal.

1. Project Description

The derelict vessels are located within waterways commonly used by the public for marine recreation and navigation. Vessels may be submerged, partially submerged, grounded/beached or floating. The Contractor shall take all necessary safety precautions to ensure the protection of workers, the public, site, environment, and nearby vessels during all phases of work. The Contractor is responsible for compliance with all applicable safety regulations, including but not limited to:

- FL-OSHA and OSHA regulations (29 CFR 1910.120, Hazardous Waste Operations and Emergency Response; and 29 CFR 1910.401, Subpart T, Commercial Diving, if applicable).
- Implementation of safety controls such as signage, warning lights, barriers, and dive flags.
- Maintenance of a safe navigation area for transiting vessels.

The City's Project Manager, in coordination with local law enforcement and the Florida Fish and Wildlife Conservation Commission (FWC), will act as the Project Coordinator.

This project may be funded in whole or in part through the FWC Derelict Vessel Removal Grant Program or similar programs. The Contractor shall comply with all grant-related terms and requirements.

2. Contractor Responsibilities

The Contractor shall furnish all labor, supervision, equipment, permits, materials, and incidentals necessary to complete the work in accordance with applicable laws and best management practices.

a. Mobilization and Coordination

- Mobilize equipment, materials, and personnel to and from each work site.
- Coordinate access with property owners, marinas, and upland disposal facilities.
- Notify the City Project Coordinator at least 24 hours prior to each vessel removal.

b. Vessel Recovery

- Float, dewater, and stabilize vessels as needed for safe removal.
- Avoid dragging vessels wherever possible.
- Extract hard-aground or submerged vessels using shallow-draft approaches, lifting bags, cranes, or equivalent low-impact methods.

c. Tow, Transport, and Disposal

- Tow or haul vessels to a Contractor-provided staging or disposal site.
- Remove all pollutants, including fuel, oil, and batteries, in accordance with FDEP, EPA, and local requirements.
- Dispose of all vessels and debris at licensed disposal or recycling facilities.
- Provide landfill or disposal receipts to the City.

d. Documentation

- Provide photographic documentation showing pre-removal, during-removal, and post-removal conditions.
- Maintain disposal documentation.
- Submit completion reports including vessel identification, location, removal date, and disposal facility information.

3. Environmental Protection and Impact Mitigation

The Contractor shall ensure that all work minimizes environmental impacts and complies with FWC Best Management Practices (Attachment #1) and all applicable local, state, and federal laws.

a. Pollution Prevention

- Identify and remove any onboard pollutants prior to transport.

- Utilize absorbent booms or blankets during work if petroleum sheen or discharges are observed.
 - Maintain receipts for pollutant disposal.
- b. Habitat Protection
- Prevent turbidity, siltation, and water-quality violations.
 - Avoid impacts to seagrass beds, mangroves, wetlands, oyster beds, coral, and other aquatic resources.
 - Do not disturb mangrove vegetation without express written authorization from the City and FDEP.
- c. Site Restoration
- Install and maintain turbidity barriers as needed.
 - Restore any disturbed boat ramps, access points, or staging areas to pre-work conditions.
 - The Contractor shall be liable for any environmental damage resulting from their operations.

4. Permitting and Compliance

- The Contractor shall obtain and comply with all required permits or permit exemptions under Florida Administrative Code 62-330.051 (FDEP Permit Exempt Activities).
- The Contractor shall adhere to all federal environmental protection laws.
- The Contractor shall maintain all required business licenses, marine towing permits, and insurance.

5. Schedule

- Work should begin within 48 hours of written authorization from the City Project Coordinator.
- Emergency removals shall be completed within 24 hours of notification, unless otherwise approved.
- Work is to be conducted during daylight hours, Monday through Friday, unless otherwise authorized by the City.

6. Deliverables

The Contractor shall provide:

- Pre-, during-, and post-removal photographs (time-stamped).
- Disposal facility receipts and pollutant disposal documentation.
- Written completion reports per vessel.
- Invoice consistent with the approved cost schedule.

2. GENERAL CONDITIONS

2.1. COMMENCEMENT OF WORK

Contractor shall commence the Work within fourteen (14) days of issuance of a Purchase Order by the City.

This date shall be known as the "Commencement Date". Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

2.2. DELIVERABLES

- A. The Work is specified in the Scope of Work, Section 1.5. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

- B. If not otherwise addressed in the Scope of Work, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

2.3. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Scope of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work unless approved in writing by the City and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

2.4. FUNDING OF AGREEMENT

For satisfactory performance of the Work, the City agrees to pay Contractor a sum not to exceed the amount of the Purchase Order and billed in accordance with the terms of the Cost Schedule.

2.5. PAYMENT OF INVOICES

Contractor shall submit itemized invoices in accordance with the grant requirements by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to AP@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

2.6. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT

- A. All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Specification and Conditions; for work-orders, see special requirements under WORK ORDERS); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- B. In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:

Jacob Webber
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210

Phone:(352) 242-7787

Email:jwebber@citystaug.com

1. The City's Agent is required to review invoices or payment requests prior to processing for payment. The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:
2. The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
3. If a proper invoice is not received by the local governmental entity, the date:
 - (a) On which delivery of personal property is accepted by the local governmental entity;
 - (b) On which services are completed;
 - (c) On which the rental period begins; or
 - (d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.
 - (e) Payments withheld. The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (f) Payments. The City shall pay Contractor one hundred percent (100%) of each approved invoice.

2.7. PAYMENT AND RELEASE

Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

2.8. FUNDING CONTINGENCY

This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

2.9. PROJECT MANAGEMENT AND PERSONNEL

- A. The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business day's prior written notice to

the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY

Jacob Webber
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085-0210
904-209-4302
jwebber@citystaug.com

CONTRACTOR

Baylor Nix
Flagship Towing, LLC
7301 Ranch Road, 620 N. Ste.
Austin, Texas 78726
1-888-262-8869
baylor@flagshiptowing.us

- B. The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent project manager, satisfactory to the City. The project manager shall not be changed except with the City's consent, unless the project manager proves to be unsatisfactory to Contractor and/or ceases to be in its employment. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- D. Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

2.10. COST OF LIVING INCREASES

A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the May index.

2.11. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, Florida Statutes.

2.12. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

2.13. INTEREST IN THE BUSINESS OF CONTRACT; NON-LOBBYING

Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

2.14. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

2.15. INSURANCE AND PERMITS

Contractor shall acquire and maintain, at its own expense, all permits and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit A, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit A. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

2.16. FORCE MAJEURE; DELAYS

- A. **Force Majeure** - Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- B. **Delay** - Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

2.17. **MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK**

- A. **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City.
- B. **Change Orders.**
1. The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
 2. For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- C. **City Change Orders for Construction.** If the City receives from its Contractor a price quote for a Change Order requested or issued by the City for construction services, and the price quote conforms to all statutory requirements and contractual requirements for the Project, the City will approve or deny the price quote and send written notice of that decision to Contractor within 35 days after receipt of the price quote. A denial notice from the City will specify the deficiencies in the price quote and the actions necessary to remedy those deficiencies. Payment by the City of the change order price quote will conform to sec. 218.755, F.S.
- D. **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement,

disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

2.18. WORK SCHEDULE

For services on-site, City property or in conjunction with Community Services and Community Redevelopment Areas (CRA), no Work shall be accomplished on official holidays or weekends unless approved in advance by the City Project Manager. Unless otherwise approved by the City Project Manager, Contractor's work hours on City property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the City a minimum of 24 hours in advance of the change and confirmed in writing.

2.19. SAFETY

Contractor is responsible for maintaining a safe and clean work area when work is performed on-site, including but not limited to physical security for staff and the public, signage, prompt notification and clean-up of any spills or debris, and intangible security such as maintaining cyber security. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property unless ok by law. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

2.20. FRANCHISE HAULERS

Per city ordinance all debris removal must utilize franchised haulers. Contractor must clearly identify the name of the City of St. Augustine franchised hauler for debris removal for this project.

2.21. TERMINATION AND SUSPENSION

- A. **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises (properties that are owned or controlled by the City) and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by

the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- B. **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- C. **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice, or other notice from the City to pause, suspend or terminate the work.
- D. **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- E. **Contractor's Right to Stop Work or Terminate Agreement**
 - 1. **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
 - 2. **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager.

In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.

3. **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

2.22. LIQUIDATED DAMAGES

- A. If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each calendar day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The amount of liquidated damages shall be \$500.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the City for non-performance.
- B. Contractor shall not be charged with liquidated damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.
- C. **BREACH OF CONTRACT DURING EMERGENCY RECOVERY PERIOD-** If Contractor breaches a contract related to emergency response for a natural emergency during the emergency recovery period, Contractor shall pay a statutory \$5000 penalty per sec. 252.505, F.S. This penalty will be in addition to the actual and consequential damages suffered by the City for the breach, or the stipulated liquidated damages provided for in the contract. A breach may occur if Contractor neglects, fails, or refuses to satisfactorily complete the Work. The term "emergency recovery period" means a 1-year period that begins on the date that the Governor of Florida initially declared a state of emergency for a natural emergency.

2.23. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- A. **Progress Reports.** Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.
- B. **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall

be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.

- C. **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
- D. **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

2.24. NO ASSIGNMENT FOR OWNERSHIP CHANGE

The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

2.25. ASSIGNMENT FOR SUBCONTRACTS

- A. Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.
- B. Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

2.26. REMEDIES FOR NON-PERFORMANCE

- A. **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy

hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.

- B. **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.
- C. **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- D. **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

2.27. ACTUAL DAMAGES

Failure to complete the Work for use within the agreed upon deadline, may cause the City to incur additional costs, or jeopardize funding for the Work or overall project. The City may seek actual damages for breach of contract. City shall not claim damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of damages to the new Completion Date unless expressly provided therein to the contrary.

2.28. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- A. For any Work that is dependent upon conditions on-site, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor;

(3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions on-site, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

- B. If Contractor discovers hidden or subsurface conditions on-site that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

2.29. WARRANTY

- A. Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, plans, specifications or other documents or conditions shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- B. In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. If applicable, upon written notification of a breach, Contractor shall promptly send the necessary personnel on-site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

2.30. USE OF COMPLETED PORTIONS OF THE WORK

The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

2.31. COMPLIANCE WITH PUBLIC RECORDS ACT

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (904) 825-1007
 Email: recordsrequest@citystaug.com
 Mailing Address: City of St. Augustine
 Darlene Galambos, City Clerk
 Public Records Custodian
 P.O. Box 210
 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

- A. Keep and maintain public records required by the City to perform the Work.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- F. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.

A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

2.32. AUDIT; ACCESS TO RECORDS

Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

2.33. CIVIL RIGHTS

Pursuant to Chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, political viewpoint, national origin, age, handicap, or marital status.

2.34. EMPLOYMENT ELIGIBILITY

Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

2.35. DIVERSITY REPORTING

The City is committed to the opportunity for diversity consistent with Federal and Florida law, as may be amended from time to time, in its procurement activities, and encourages its prime vendors (design professionals, contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

2.36. USE OF CITY SEAL

Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.

2.37. RESPONSIBLE VENDOR DETERMINATION

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.38. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant (including design professional) under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

2.39. EFFECT OF BANKRUPTCY

The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.

2.40. HEAT PROTECTION AND REGULATIONS

Contractor must comply with all state and federal heat exposure laws.

2.41. COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS

The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City Contractor, as may be directed by the City. Contractor shall afford other City Contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City Contractors.

If any part of the Work depends for proper execution or results upon the work of other City Contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other Contractor's work after execution of the Work.**

2.42. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- A. This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

- B. It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

2.43. DISPUTE RESOLUTION

During the course of work

In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

Invoices

In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the City's Manager. The matter shall then proceed as described in subsection (a), above.

2.44. RELEASE OF INFORMATION

Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

2.45. ROYALTIES AND PATENTS

Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

2.46. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Contractor may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include State of Florida agencies (including members

of the state university system and community college system), counties, school boards, municipalities, special Districts, and other local public agencies or authorities. References to the City of St. Augustine in the Agreement will be replaced with the purchasing entity and the City will not be a party to any other governmental entity's agreement to purchase. Nor will the City be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

2.47. GRANTS

Contractor is required to abide by all terms and conditions herein this document and attachments.

2.48. CONTRACT INTERPRETATION

All parts and subparts of the Agreement should be read as consistent with, and in addition to, each other. In the event of a conflict between the terms of this Agreement and the General Conditions, the terms of the General Conditions shall prevail.

2.49. ENTIRE AGREEMENT

The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

3. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: The term Contractor contemplates Consultants, Design Professional, experts, fabricators, wholesalers, retailers, or any other provider of hardware, software, services, or goods.

CONTRACTOR's PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

RESPONDENT: Any person who submits a Response in response to a Request for Bids, Proposal, or Qualifications . Respondent that enters into a contractual agreement with the City is the 'Contractor'.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SOLICITATION: An advertised solicitation for sealed competitive Bids, Proposals, or Qualifications with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of responses, and all contractual terms and conditions.

SUBCONTRACTORS : Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA, a
municipal corporation

FLAGSHIP TOWING, LLC


SIGNATURE


SIGNATURE

David Birchim, City Manager

Baylor Nix

FULL NAME

FULL NAME

12/8/2025
DATE SIGNED

12/04/2025

DATE SIGNED

Chief Operations Officer

TITLE

ATTEST

WITNESS


SIGNATURE

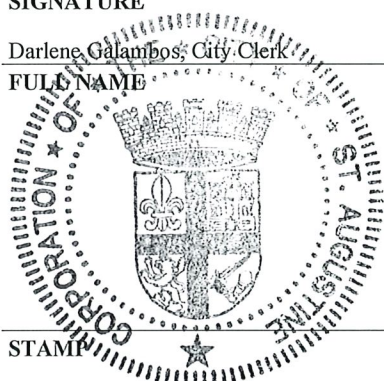

SIGNATURE

Darlene Galambos, City Clerk

Chris Riley (Dec 4, 2025 12:07:04 CST)

FULL NAME

FULL NAME


STAMP

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

WITNESS


SIGNATURE


SIGNATURE

Isabelle Lopez, City Attorney

Heather Kendrick (Dec 4, 2025 13:00:57 CST)

FULL NAME

FULL NAME

Attachments:

A - Insurance Requirements

B - Cost Schedule

ATTACHMENT A - INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements. Any statutory change to sovereign immunity limits will automatically amend the required insurance amounts to, at a minimum, match the sovereign immunity limits.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000.

****If applicable, the following additional coverage may be required, depending upon the nature of the Work.**

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits.

ATTACHMENT B - COST SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
Group 1: Floating Vessels			
1	Under 21 feet	Foot	\$164.00
2	21-40 feet	Foot	\$214.00
3	Over 40 feet	Foot	\$264.00
Group 2: Sunken Vessels			
4	Under 21 feet	Foot	\$436.00
5	21-40 feet	Foot	\$511.00
6	Over 40 feet	Foot	\$586.00
Group 3: Aground/Beached Vessels			
7	Under 21 feet	Foot	\$239.00
8	21-40 feet	Foot	\$336.00
9	Over 40 feet	Foot	\$416.00
10	TOTAL BID COSTS (Total of lines items 1-9)	Total	\$3,166.00



NOTICE OF AWARD

TO: Flagship Towing, LLC
Mr. Baylor Nix
7301 Ranch Road, 620 N. Ste.
Austin, TX 78726

PROJECT NAME: 26007
DERELICT VESSEL REMOVAL, DESTRUCTION AND DISPOSAL SERVICES

The City of St. Augustine, Florida (City) has considered the Bid submitted by you for the above-described work.

You are hereby notified that your Bid has been accepted for the items in the amount of **three thousand one hundred and sixty-six dollars (\$3,166.00)**. You are required by the Information for Bidders to execute the Contract Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this 3 day of December, 2025.

CITY OF ST. AUGUSTINE, FLORIDA

By: 
David Birchim (Dec 2, 2025 15:00:02 CST)

David Birchim
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

By: *Baylor Nix* this 4 day of December, 2025.

Title: Chief Operations Officer

Agreement #26007 for Derelict Vessel Removal, Demolition and Disposal

Final Audit Report

2025-12-04

Created:	2025-12-03
By:	Sharon Whitener (swhitener@citystaug.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0zKGqvpqROfmdAdjHjdJYjHG3Vyy-_bC

"Agreement #26007 for Derelict Vessel Removal, Demolition and Disposal" History

-  Document created by Sharon Whitener (swhitener@citystaug.com)
2025-12-03 - 8:44:10 PM GMT
-  Document emailed to David Birchim (dbirchim@citystaug.com) for signature
2025-12-03 - 8:44:17 PM GMT
-  Email viewed by David Birchim (dbirchim@citystaug.com)
2025-12-03 - 8:45:10 PM GMT
-  Document e-signed by David Birchim (dbirchim@citystaug.com)
Signature Date: 2025-12-03 - 9:00:02 PM GMT - Time Source: server
-  Document emailed to Baylor Nix (baylor@flagshiptowing.us) for signature
2025-12-03 - 9:00:05 PM GMT
-  Email viewed by Baylor Nix (baylor@flagshiptowing.us)
2025-12-03 - 9:49:14 PM GMT
-  Document e-signed by Baylor Nix (baylor@flagshiptowing.us)
Signature Date: 2025-12-04 - 6:00:21 PM GMT - Time Source: server
-  Document emailed to Velma Luna (dispatch@flagshiptowing.us) for signature
2025-12-04 - 6:00:24 PM GMT
-  Email viewed by Velma Luna (dispatch@flagshiptowing.us)
2025-12-04 - 6:01:03 PM GMT
-  Signer Velma Luna (dispatch@flagshiptowing.us) entered name at signing as Chris Riley
2025-12-04 - 6:07:02 PM GMT



Adobe Acrobat Sign

-  Document e-signed by Chris Riley (dispatch@flagshiptowing.us)
Signature Date: 2025-12-04 - 6:07:04 PM GMT - Time Source: server
-  Document emailed to Heather Kendrick (heather@flagshiptowing.us) for signature
2025-12-04 - 6:07:08 PM GMT
-  Email sent to Heather Kendrick (heather@flagshiptowing.us) bounced and could not be delivered
2025-12-04 - 6:07:17 PM GMT
-  Sharon Whitener (swhitener@citystaug.com) replaced signer Heather Kendrick (heather@flagshiptowing.us) with Heather (memberships@flagshiptowing.us)
2025-12-04 - 6:49:08 PM GMT
-  Document emailed to Heather (memberships@flagshiptowing.us) for signature
2025-12-04 - 6:49:09 PM GMT
-  Email sent to Heather Kendrick (heather@flagshiptowing.us) bounced and could not be delivered
2025-12-04 - 6:49:14 PM GMT
-  Email viewed by Heather (memberships@flagshiptowing.us)
2025-12-04 - 6:59:27 PM GMT
-  Signer Heather (memberships@flagshiptowing.us) entered name at signing as Heather Kendrick
2025-12-04 - 7:00:55 PM GMT
-  Document e-signed by Heather Kendrick (memberships@flagshiptowing.us)
Signature Date: 2025-12-04 - 7:00:58 PM GMT - Time Source: server
-  Agreement completed.
2025-12-04 - 7:00:58 PM GMT

AGREEMENT
BETWEEN THE CITY OF ST. AUGUSTINE AND DIVECOM SERVICES, LLC FOR THE
DERELICT VESSEL REMOVAL, DESTRUCTION, AND DISPOSAL SERVICES PROJECT

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (“the City”), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and Divecom Services, LLC (“Contractor”), whose address is 1301 10th Street E, Unit G, Palmetto, Florida 34221. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for (“the Work”). In accordance with Solicitation #26001, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for the solicitation; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) solicitation submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERMS OF AGREEMENT

1.1. Term

The term of this Agreement shall run from the Effective Date to the Final Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.

1.2. Effective Date

The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.

1.3. Completion Date

The Completion Date of this Agreement is September 30, 2028, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.

1.4. Renewals

This Agreement may be renewed by mutual and written consent of each party for no more than two (2) terms up to three (3) consecutive years for each term.

1.5. Scope of Work

Derelict Vessel Removal, Destruction, and Disposal

This Scope of Work (“SOW”) defines the requirements for the removal, transportation, destruction, and lawful disposal of derelict and abandoned vessels, floating structures, and associated debris within the waterways and adjacent areas of the City of St. Augustine (“City”).

For purposes of this contract, “vessel” includes but is not limited to boats, barges, sailboats, personal watercraft, airboats, houseboats, floating docks, and similar structures. All derelict vessels will be designated as derelict under Section 823.11, Florida Statutes, and referred to the City by law enforcement for removal.

1. Project Description

The derelict vessels are located within waterways commonly used by the public for marine recreation and navigation. Vessels may be submerged, partially submerged, grounded/beached or floating. The Contractor shall take all necessary safety precautions to ensure the protection of workers, the public, site, environment, and nearby vessels during all phases of work.

The Contractor is responsible for compliance with all applicable safety regulations, including but not limited to:

- FL-OSHA and OSHA regulations (29 CFR 1910.120, Hazardous Waste Operations and Emergency Response; and 29 CFR 1910.401, Subpart T, Commercial Diving, if applicable).
- Implementation of safety controls such as signage, warning lights, barriers, and dive flags.
- Maintenance of a safe navigation area for transiting vessels.

The City’s Project Manager, in coordination with local law enforcement and the Florida Fish and Wildlife Conservation Commission (FWC), will act as the Project Coordinator.

This project may be funded in whole or in part through the FWC Derelict Vessel Removal Grant Program or similar programs. The Contractor shall comply with all grant-related terms and requirements.

2. Contractor Responsibilities

The Contractor shall furnish all labor, supervision, equipment, permits, materials, and incidentals necessary to complete the work in accordance with applicable laws and best management practices.

a. Mobilization and Coordination

- Mobilize equipment, materials, and personnel to and from each work site.
- Coordinate access with property owners, marinas, and upland disposal facilities.
- Notify the City Project Coordinator at least 24 hours prior to each vessel removal.

b. Vessel Recovery

- Float, dewater, and stabilize vessels as needed for safe removal.
- Avoid dragging vessels wherever possible.
- Extract hard-aground or submerged vessels using shallow-draft approaches, lifting bags, cranes, or equivalent low-impact methods.

c. Tow, Transport, and Disposal

- Tow or haul vessels to a Contractor-provided staging or disposal site.
- Remove all pollutants, including fuel, oil, and batteries, in accordance with FDEP, EPA, and local requirements.
- Dispose of all vessels and debris at licensed disposal or recycling facilities.
- Provide landfill or disposal receipts to the City.

d. Documentation

- Provide photographic documentation showing pre-removal, during-removal, and post-removal conditions.
- Maintain disposal documentation.
- Submit completion reports including vessel identification, location, removal date, and disposal facility information.

3. Environmental Protection and Impact Mitigation

The Contractor shall ensure that all work minimizes environmental impacts and complies with FWC Best Management Practices (Attachment #1) and all applicable local, state, and federal laws.

a. Pollution Prevention

- Identify and remove any onboard pollutants prior to transport.

- Utilize absorbent booms or blankets during work if petroleum sheen or discharges are observed.
 - Maintain receipts for pollutant disposal.
- b. Habitat Protection
- Prevent turbidity, siltation, and water-quality violations.
 - Avoid impacts to seagrass beds, mangroves, wetlands, oyster beds, coral, and other aquatic resources.
 - Do not disturb mangrove vegetation without express written authorization from the City and FDEP.
- c. Site Restoration
- Install and maintain turbidity barriers as needed.
 - Restore any disturbed boat ramps, access points, or staging areas to pre-work conditions.
 - The Contractor shall be liable for any environmental damage resulting from their operations.

4. Permitting and Compliance

- The Contractor shall obtain and comply with all required permits or permit exemptions under Florida Administrative Code 62-330.051 (FDEP Permit Exempt Activities).
- The Contractor shall adhere to all federal environmental protection laws.
- The Contractor shall maintain all required business licenses, marine towing permits, and insurance.

5. Schedule

- Work should begin within 48 hours of written authorization from the City Project Coordinator.
- Emergency removals shall be completed within 24 hours of notification, unless otherwise approved.
- Work is to be conducted during daylight hours, Monday through Friday, unless otherwise authorized by the City.

6. Deliverables

The Contractor shall provide:

- Pre-, during-, and post-removal photographs (time-stamped).
- Disposal facility receipts and pollutant disposal documentation.
- Written completion reports per vessel.
- Invoice consistent with the approved cost schedule.

2. GENERAL CONDITIONS

2.1. COMMENCEMENT OF WORK

Contractor shall commence the Work within fourteen (14) days of issuance of a Purchase Order by the City.

This date shall be known as the "Commencement Date". Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

2.2. DELIVERABLES

- A. The Work is specified in the Scope of Work, Section 1.5. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

- B. If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

2.3. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Scope of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work unless approved in writing by the City and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

2.4. FUNDING OF AGREEMENT

For satisfactory performance of the Work, the City agrees to pay Contractor a sum not to exceed the amount of the Purchase Order and billed in accordance with the terms of the Cost Schedule.

2.5. PAYMENT OF INVOICES

Contractor shall submit itemized invoices in accordance with the grant requirements by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to AP@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

2.6. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT

- A. All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Specification and Conditions; for work-orders, see special requirements under WORK ORDERS); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- B. In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:
- Jacob Webber
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
Phone:(352) 242-7787

Email: jwebber@citystaug.com

1. The City's Agent is required to review invoices or payment requests prior to processing for payment. The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:
2. The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
3. If a proper invoice is not received by the local governmental entity, the date:
 - (a) On which delivery of personal property is accepted by the local governmental entity;
 - (b) On which services are completed;
 - (c) On which the rental period begins; or
 - (d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.
 - (e) Payments withheld. The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (f) Payments. The City shall pay Contractor one hundred percent (100%) of each approved invoice.

2.7. PAYMENT AND RELEASE

Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

2.8. FUNDING CONTINGENCY

This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

2.9. PROJECT MANAGEMENT AND PERSONNEL

- A. The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business day's prior written notice to

the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY

Jacob Webber
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085-0210
(352) 242-7787
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CONTRACTOR

Devin Boersma
Divecome Services, LLC
1301 10th Street E, Unit G
Palmetto, Florida 34221
813-321-3232
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- B. The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent project manager, satisfactory to the City. The project manager shall not be changed except with the City's consent, unless the project manager proves to be unsatisfactory to Contractor and/or ceases to be in its employment. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- D. Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

2.10. COST OF LIVING INCREASES

A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the May index.

2.11. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, Florida Statutes.

2.12. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

2.13. INTEREST IN THE BUSINESS OF CONTRACT; NON-LOBBYING

Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

2.14. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

2.15. INSURANCE AND PERMITS

Contractor shall acquire and maintain, at its own expense, all permits and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit A, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit A. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

2.16. FORCE MAJEURE; DELAYS

- A. **Force Majeure** - Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- B. **Delay** - Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

2.17. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- A. **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City.
- B. **Change Orders.**
1. The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
 2. For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- C. **City Change Orders for Construction.** If the City receives from its Contractor a price quote for a Change Order requested or issued by the City for construction services, and the price quote conforms to all statutory requirements and contractual requirements for the Project, the City will approve or deny the price quote and send written notice of that decision to Contractor within 35 days after receipt of the price quote. A denial notice from the City will specify the deficiencies in the price quote and the actions necessary to remedy those deficiencies. Payment by the City of the change order price quote will conform to sec. 218.755, F.S.
- D. **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement,

disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

2.18. WORK SCHEDULE

For services on-site, City property or in conjunction with Community Services and Community Redevelopment Areas (CRA), no Work shall be accomplished on official holidays or weekends unless approved in advance by the City Project Manager. Unless otherwise approved by the City Project Manager, Contractor's work hours on City property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the City a minimum of 24 hours in advance of the change and confirmed in writing.

2.19. SAFETY

Contractor is responsible for maintaining a safe and clean work area when work is performed on-site, including but not limited to physical security for staff and the public, signage, prompt notification and clean-up of any spills or debris, and intangible security such as maintaining cyber security. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property unless ok by law. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

2.20. FRANCHISE HAULERS

Per city ordinance all debris removal must utilize franchised haulers. Contractor must clearly identify the name of the City of St. Augustine franchised hauler for debris removal for this project.

2.21. TERMINATION AND SUSPENSION

- A. **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises (properties that are owned or controlled by the City) and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by

the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- B. **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- C. **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice, or other notice from the City to pause, suspend or terminate the work.
- D. **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- E. **Contractor's Right to Stop Work or Terminate Agreement**
 - 1. **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
 - 2. **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager.

In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.

3. **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

2.22. LIQUIDATED DAMAGES

- A. If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each calendar day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The amount of liquidated damages shall be \$500.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the City for non-performance.
- B. Contractor shall not be charged with liquidated damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.
- C. **BREACH OF CONTRACT DURING EMERGENCY RECOVERY PERIOD-** If Contractor breaches a contract related to emergency response for a natural emergency during the emergency recovery period, Contractor shall pay a statutory \$5000 penalty per sec. 252.505, F.S. This penalty will be in addition to the actual and consequential damages suffered by the City for the breach, or the stipulated liquidated damages provided for in the contract. A breach may occur if Contractor neglects, fails, or refuses to satisfactorily complete the Work. The term "emergency recovery period" means a 1-year period that begins on the date that the Governor of Florida initially declared a state of emergency for a natural emergency.

2.23. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- A. **Progress Reports.** Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.
- B. **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall

be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.

- C. **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.
- D. **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

2.24. NO ASSIGNMENT FOR OWNERSHIP CHANGE

The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

2.25. ASSIGNMENT FOR SUBCONTRACTS

- A. Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.
- B. Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

2.26. REMEDIES FOR NON-PERFORMANCE

- A. **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy

hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.

- B. **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.
- C. **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- D. **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

2.27. ACTUAL DAMAGES

Failure to complete the Work for use within the agreed upon deadline, may cause the City to incur additional costs, or jeopardize funding for the Work or overall project. The City may seek actual damages for breach of contract. City shall not claim damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of damages to the new Completion Date unless expressly provided therein to the contrary.

2.28. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- A. For any Work that is dependent upon conditions on-site, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor;

(3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions on-site, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

- B. If Contractor discovers hidden or subsurface conditions on-site that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.

2.29. WARRANTY

- A. Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, plans, specifications or other documents or conditions shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- B. In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. If applicable, upon written notification of a breach, Contractor shall promptly send the necessary personnel on-site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

2.30. USE OF COMPLETED PORTIONS OF THE WORK

The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

2.31. COMPLIANCE WITH PUBLIC RECORDS ACT

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (904) 825-1007
 Email: recordsrequest@citystaug.com
 Mailing Address: City of St. Augustine
 Darlene Galambos, City Clerk
 Public Records Custodian
 P.O. Box 210
 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

- A. Keep and maintain public records required by the City to perform the Work.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- E. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- F. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.

A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

2.32. AUDIT; ACCESS TO RECORDS

Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

2.33. CIVIL RIGHTS

Pursuant to Chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, political viewpoint, national origin, age, handicap, or marital status.

2.34. EMPLOYMENT ELIGIBILITY

Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

2.35. DIVERSITY REPORTING

The City is committed to the opportunity for diversity consistent with Federal and Florida law, as may be amended from time to time, in its procurement activities, and encourages its prime vendors (design professionals, contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

2.36. USE OF CITY SEAL

Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.

2.37. RESPONSIBLE VENDOR DETERMINATION

Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.38. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant (including design professional) under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

2.39. EFFECT OF BANKRUPTCY

The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.

2.40. HEAT PROTECTION AND REGULATIONS

Contractor must comply with all state and federal heat exposure laws.

2.41. COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS

The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City Contractor, as may be directed by the City. Contractor shall afford other City Contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City Contractors.

If any part of the Work depends for proper execution or results upon the work of other City Contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other Contractor's work after execution of the Work.**

2.42. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- A. This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

- B. It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

2.43. DISPUTE RESOLUTION

During the course of work

In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

Invoices

In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the City's Manager. The matter shall then proceed as described in subsection (a), above.

2.44. RELEASE OF INFORMATION

Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

2.45. ROYALTIES AND PATENTS

Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

2.46. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Contractor may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include State of Florida agencies (including members

of the state university system and community college system), counties, school boards, municipalities, special Districts, and other local public agencies or authorities. References to the City of St. Augustine in the Agreement will be replaced with the purchasing entity and the City will not be a party to any other governmental entity's agreement to purchase. Nor will the City be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

2.47. GRANTS

Contractor is required to abide by all terms and conditions herein this document and attachments.

2.48. CONTRACT INTERPRETATION

All parts and subparts of the Agreement should be read as consistent with, and in addition to, each other. In the event of a conflict between the terms of this Agreement and the General Conditions, the terms of the General Conditions shall prevail.

2.49. ENTIRE AGREEMENT

The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

3. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: The term Contractor contemplates Consultants, Design Professional, experts, fabricators, wholesalers, retailers, or any other provider of hardware, software, services, or goods.

CONTRACTOR's PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

RESPONDENT: Any person who submits a Response in response to a Request for Bids, Proposal, or Qualifications . Respondent that enters into a contractual agreement with the City is the 'Contractor'.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SOLICITATION: An advertised solicitation for sealed competitive Bids, Proposals, or Qualifications with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of responses, and all contractual terms and conditions.

SUBCONTRACTORS : Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA, a
municipal corporation



SIGNATURE

David Birchim, City Manager

FULL NAME

12/8/2025

DATE SIGNED

DIVECOM SERVICES, LLC


Devin Boersma (Nov 25, 2025 17:01:45 EST)

SIGNATURE

Devin Boersma

FULL NAME

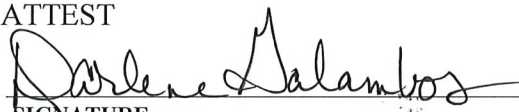
11/25/2025

DATE SIGNED

Owner

TITLE

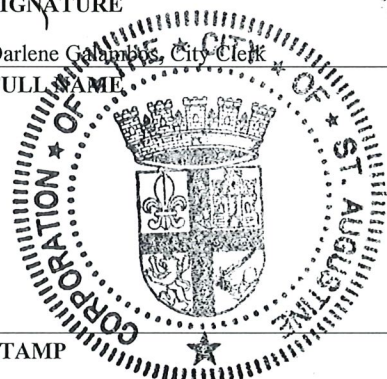
ATTEST



SIGNATURE

Darlene Galambos, City Clerk

FULL NAME



STAMP

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

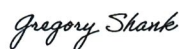


SIGNATURE

Isabelle Lopez, City Attorney

FULL NAME

WITNESS


SIGNATURE

WITNESS


SIGNATURE

Attachments:

A - Insurance Requirements

B - Cost Schedule

ATTACHMENT A - INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements. Any statutory change to sovereign immunity limits will automatically amend the required insurance amounts to, at a minimum, match the sovereign immunity limits.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000.

****If applicable, the following additional coverage may be required, depending upon the nature of the Work.**

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits.

ATTACHMENT B - COST SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
Group 1: Floating Vessels			
1	Under 21 feet	Foot	\$287.50
2	21-40 feet	Foot	\$400.00
3	Over 40 feet	Foot	\$400.00
Group 2: Sunken Vessels			
4	Under 21 feet	Foot	\$287.50
5	21-40 feet	Foot	\$400.00
6	Over 40 feet	Foot	\$400.00
Group 3: Aground/Beached Vessels			
7	Under 21 feet	Foot	\$287.50
8	21-40 feet	Foot	\$400.00
9	Over 40 feet	Foot	\$400.00
10	TOTAL BID COSTS (Total of lines items 1-	Total	\$3,262.50



NOTICE OF AWARD

TO: Divecom Services, LLC
Mr. Devin Phillip
1301 10th Street E, Unit G
Palmetto, FL 34221

PROJECT NAME: 26008
DERELICT VESSEL REMOVAL, DESTRUCTION AND DISPOSAL SERVICES

The City of St. Augustine, Florida (City) has considered the Bid submitted by you for the above-described work.

You are hereby notified that your Bid has been accepted for the items in the amount of **three thousand, two hundred and sixty-two dollars and fifty cents (\$3,262.50)**. You are required by the Information for Bidders to execute the Contract Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this 25 day of November, 2025.

CITY OF ST. AUGUSTINE, FLORIDA

By: 
David Birchim (Nov 25, 2025 16:22:11 EST)

David Birchim
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

By:  this 25 day of November, 2025.
Devin Boertma (Nov 25, 2025 17:01:45 EST)

Title: Owner

Agreement #26008 for Derelict Vessel Removal, Destruction and Disposal

Final Audit Report

2025-12-04

Created:	2025-11-25
By:	Sharon Whitener (swhitener@citystaug.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjrnNOF43JNyKKIP-3DBsTAANfdYsHKve

"Agreement #26008 for Derelict Vessel Removal, Destruction and Disposal" History

-  Document created by Sharon Whitener (swhitener@citystaug.com)
2025-11-25 - 8:41:56 PM GMT
-  Document emailed to David Birchim (dbirchim@citystaug.com) for signature
2025-11-25 - 8:42:05 PM GMT
-  Email viewed by David Birchim (dbirchim@citystaug.com)
2025-11-25 - 8:42:54 PM GMT
-  Document e-signed by David Birchim (dbirchim@citystaug.com)
Signature Date: 2025-11-25 - 9:22:11 PM GMT - Time Source: server
-  Document emailed to Devin Boersma (devin@divecom.us) for signature
2025-11-25 - 9:22:13 PM GMT
-  Email viewed by Devin Boersma (devin@divecom.us)
2025-11-25 - 10:00:38 PM GMT
-  Document e-signed by Devin Boersma (devin@divecom.us)
Signature Date: 2025-11-25 - 10:01:45 PM GMT - Time Source: server
-  Document emailed to Greg Shank (gshank@divecom.us) for signature
2025-11-25 - 10:01:48 PM GMT
-  Email viewed by Greg Shank (gshank@divecom.us)
2025-12-04 - 1:33:26 PM GMT
-  Document e-signed by Greg Shank (gshank@divecom.us)
Signature Date: 2025-12-04 - 1:34:33 PM GMT - Time Source: server



Document emailed to Connor Summerson (csummerson@divecom.us) for signature

2025-12-04 - 1:34:35 PM GMT



Email viewed by Connor Summerson (csummerson@divecom.us)

2025-12-04 - 2:37:06 PM GMT



Document e-signed by Connor Summerson (csummerson@divecom.us)

Signature Date: 2025-12-04 - 2:37:24 PM GMT - Time Source: server



Agreement completed.

2025-12-04 - 2:37:24 PM GMT



Staff Report

City Commission Regular Meeting

February 12, 2026

To: City Commission
From: Lupita McClenning, Planner
Meeting Date: February 12, 2026
Item Name: Final Site Plan Application PMS26-0001: Barwick Bank, 202 S. Daytona Ave.; Parcel ID: 12-12-31-4500-00500-0010; Applicant: Barwick Bank Company; Request final site plan approval to construct a three-story commercial bank building in the General Commercial and CRA Overlay Downtown Mixed-Use Zoning District.

Background:

The applicant is requesting final site plan approval to construct a three-story, commercial bank building in the General Commercial and CRA Overlay Downtown Mixed-Use Zoning District.

Fiscal Impact:

N/A

Staff Recommendation:

On January 6, 2026, the Planning and Architectural Review Board voted unanimously to recommend approval of the final site plan. Staff recommends approval of the Final Site Plan for Barwick Bank on the condition that SJRWMD review and approve stormwater requirements.

Attachments:

1. Staff Findings_Barwick Bank Company_FINAL_Commission
2. Application_Barwick Bank_PMS26-0001
3. Site Plan_Barwick Bank_PMS26-0001



City of Flagler Beach
800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 257

To: City Commission
From: Lupita McClenning, City Planner
Date: January 12, 2026
RE: Barwick Bank Final Master Site Plan PMS26-0001

Applicants: Joseph Pozzuoli, Architect

Project: Barwick Bank Company

Address: 202 S. Daytona
Flagler Beach, FL 32137

Parcel ID: 12-12-31-4500-00500-0010

Area: 8,252 SQFT

Parcel Description

Property: .19 acres, vacant, undeveloped land

FLUM: General Commercial

Zoning: General Commercial (GC)
CRA Overlay Downtown Mixed-Use

Existing

Conditions: Vacant parcel

Intent: 3 story 35' Height Commercial Building
Height top of parapet 41'
Total area 8,065 sq.ft.
6,112 sq.ft. under A/C

1st floor total area 2,917 sq.ft.

2nd floor total area 2,576 sq.ft.

3rd floor total area 2,572 sq.ft.

Final Site Plan: Application # PMS26-0001 Barwick Bank Company

The Design Guidelines establish three (3) planning areas within the designated Downtown area, based on existing land uses, zoning classifications, desired development characteristics and geographic locations. The three (3) areas represent distinct character districts of the Downtown that create a functional whole, each emulate the design guidelines, and goals of the Community Redevelopment Agency. The character areas are as follows:

1. Downtown Mixed-Use District—Provides general guidelines for commercial and mixed-use areas in the Downtown Core excluding the parcels located along the Oceanshore Boulevard.
2. Downtown A1A Core Retail Corridor—Provides design guidelines for properties located along the A1A Corridor.
3. Residential Neighborhoods—Includes general design guidelines for new developments/renovations of residential areas in the Downtown.

Sec. 8.05.05. - Minimum site improvements

All site development plans shall reflect the installation of all improvements required in this Code, in a manner consistent with standards of this Code.

Improvements include stormwater management systems, utilities, parking, and loading areas, lighting, sidewalks, and landscaping and buffering, and any other facility required by this Code.

Sec. 2.06.06.06 - Site planning design principles.

Utilities.

Existing infill development

Sec 2.02.02 - Parking Off-Street Parking

Off-street vehicle parking shall be provided as specified section 2.06.02.1.

Parking lots shall be placed to the side or rear of buildings where possible.

Parking lot landscaping shall be provided as specified in subsection 2.06.02.1(6); and

Parking lots shall be connected to all building entrances by means of internal pedestrian walkways.

In all districts and in connection with every use there shall be provided, at the time any building is constructed off-street parking space in accordance with the requirements as set forth herein.

Size and access—An off-street parking space shall consist of a parking space having minimum dimensions of ten (10) feet in width by twenty (20) feet in length for the parking of each automobile, exclusive of access drives or aisles thereto. Minimum width for the maneuvering of an automobile into a parking space shall be in conformance with this ordinance. The parking plan must be so arranged

Final Site Plan: Application # PMS26-0001 Barwick Bank Company

that each automobile may be placed and removed from the property without the necessity of moving any other automobile to complete the maneuver.

Street or sidewalk areas may not be used for off-street parking purposes as herein defined. Individual ingress and egress drives extending across the public sidewalks and curbs and connecting the off-street parking spaces to the public street areas shall not exceed a maximum of twelve (12) feet for a one-way drive and twenty-four (24) feet for a two-way drive. The number and placement of such drives is to be subject to the approval of the planning and architectural review board before being installed.

Occupancy Load 150 persons

1 space for every 350 sq.ft.

8,065 sq.ft/350 = 23 parking spaces

8,065/800 *1.33 = **14 spaces required**

7 spaces provided on site

6 standard spaces + 1 ADA

16 spaces Parking Pool

Section 05.04 - Landscape

Landscaping Parking Areas

Landscaping—All parking areas shall be properly screened, landscaped, and lighted in accordance with Section 5.04.00 Landscaping/Trees.

Lighting Parking Lots.

All parking lots and vehicular use areas shall be well lighted.

Lighting is to be designed not only from the standpoint of safety and resistance to vandalism, but for visual effect. It should avoid any annoyance to the neighbors from brightness or glare. Low lights of a modest scale can be used along with feature lighting emphasizing plants, trees, barriers, entrances and exits. The fixtures are to be selected not only for their functional value but for their aesthetic qualities. They are to be considered furniture of the parking lot visible both day and night.

Sidewalks - Pedestrian circulation

To ensure safe, direct, and convenient pedestrian circulation, all multifamily developments shall contain a system of pathways designed based on the standards below:

The pathway system shall extend throughout the development site, and connect to all future phases of development, adjacent public parks and commercial uses, and the public sidewalk system; within

Final Site Plan: Application # PMS26-0001 Barwick Bank Company

the development shall provide safe, reasonably direct connections between dwelling units and parking areas, recreational facilities, storage areas, and common areas;

Where pathways are parallel and adjacent to a driveway or street (public or private), they shall be raised six (6) inches and curbed or separated from the driveway/street by a minimum five (5) foot strip with bollards, a landscape berm, or other physical barrier;

Pedestrian pathways shall be separated a minimum of six (6) feet from all building facades with residential living areas on the ground floor, except at building entrances;

Where pathways cross a parking area, driveway, or street ("crosswalk"), they shall be clearly marked with contrasting paving materials, humps/raised crossings, or painted striping; and

Pathway surface shall be concrete, asphalt, brick/masonry pavers, or other durable firm surface, at least five (5) feet wide, and shall conform to federal Americans with Disabilities Act (ADA) requirements.

Per Section 8.05.05 - *Minimum Site Improvements* – improvements include stormwater management systems, utilities, parking, and loading areas, lighting, sidewalks, and landscaping and buffering, and ingress/egress roadway improvements.

FINDINGS

On January 6, 2026, the Planning and Architectural Review Board voted unanimously to recommend approval of the final site plan. Staff recommends approval of the Final Site Plan for Barwick Bank on the condition that SJRWMD review and approve stormwater requirements.



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION	
☐ Final Site Plan	☐ Preliminary Plat
☒ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☐ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____

Fee Paid: \$ _____ Date Received: PMS26-0001

Employee Accepting Application (print name): _____

Rejected Date: _____ Rejected by: _____

Reason for Rejection: _____

RECEIVED

DEC 12 2025

- A. PROJECT NAME: BARWICK BANKING COMPANY - FLAGLER BEACH
- B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 202 S DAYTONA AVE, FLAGLER BEACH
- C. PROPERTY APPRAISER'S PARCEL ID NUMBER(S): 12-12-31-4500-00500-0010
- D. LEGAL DESCRIPTION: GEORGE MOODY Subdivision Name: GEORGE MOODY SUBDIVISION
BLOCK 50 N 50 FT
- Section: _____ Block(s): 50 N 50 Lot(s): 1, 2, 3
- E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 8,251.942
- F. FUTURE LAND USE MAP DESIGNATION: GC EXISTING ZONING DISTRICT: GC
- OVERLAY DISTRICT: DOWNTOWN MIXED USE DISTRICT
- G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____
- H. CURRENT USE OF PROPERTY: VACANT
- I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) _____
BANK - 3 STORIES
- J. PROPOSED NUMBER OF LOTS (If Applicable): 1 Development Phasing: Yes ☐ No ☒



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: CITY OF FLAGLER BEACH

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT: <u>JOSEPH POZZUOLI ARCHITECT</u>
Name: <u>BARWICK BANKING COMPANY</u>	Name: <u>JOSEPH POZZUOLI ARCHITECT</u>
Mailing Address: <u>101 MARINA COVE DR</u>	Mailing Address: <u>314 MOODY BLVD</u>
Phone Number: <u>ST. AUGUSTINE</u>	Phone Number: <u>386-439-5650</u>
E-mail Address: <u>386-569-3505</u>	E-mail Address: <u>joeph@paflorida.com</u>

MORTGAGE HOLDER: <u>NO MORTGAGE</u>	ENGINEER OR PROFESSIONAL:
Name:	Name: <u>JOSEPH POZZUOLI ARCHITECT</u>
Mailing Address:	Mailing Address: <u>314 MOODY BLVD</u>
Phone Number:	Phone Number: <u>386-439-5650</u>
E-mail Address:	E-mail Address: <u>joeph@paflorida.com</u>

SURVEYOR:	LANDSCAPE ARCHITECT:
Name: <u>SWA</u>	Name: <u>DICKINSON CONSULTING INC.</u>
Mailing Address: <u>2729 E MOODY #400</u>	Mailing Address: <u>25 OLD KINGS RD N SUITE 2B</u>
Phone Number: <u>386-437-2363</u>	Phone Number: <u>386-931-2853</u>
E-mail Address: <u>dwilcox.swa@gmail.com</u>	E-mail Address: <u>dickinson.consulting.com</u>

PLANNER:	TRAFFIC ENGINEER: <u>NONE</u>
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	CONTRACTOR:
Name: <u>CHIUMENTO LAW</u>	Name: <u>TRBD</u>
Mailing Address: <u>145 CITY PL SUITE 301</u>	Mailing Address:
Phone Number: <u>386-356-2406</u>	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): [Signature]

Printed or typed name(s): James J. Bang

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of December 2025 by James J. Bang individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type Driver's License

Bonnie S. Bramer
Signature of Notary Public, State of Florida



SPR#: _____ DATE FILED: _____

SITE PLAN REVIEW APPLICATION

PROJECT TITLE: Barwick Banking Company

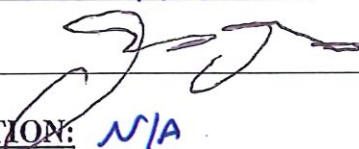
PROJECT ADDRESS: 202 S Daytona Ave. Flagler Beach, FL 32136

Subdivision: George Moody Block: 50 N 50 Ft Lot(s): 1, 2, 3 ! Any Rights in Abutting Alley

TAX MAP NUMBER: _____ ZONING DISTRICT: _____

OWNERS INFORMATION:

OWNERS NAME: Barwick Banking Company
ADDRESS: 101 Marina Cove Drive, Saint Augustine, FL 32080
PHONE NUMBER: 904-484-7679 FAX NUMBER: _____

SIGNATURE OF OWNER: X 

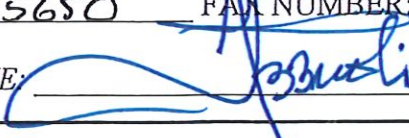
APPLICANTS INFORMATION: N/A

APPLICANTS NAME (IF OTHER THAN OWNER): _____
ADDRESS: _____
PHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE OF APPLICANT: _____

REPRESENTATIVE:

NAME: JOSEPH POZZUOLI ARCHITECT
ADDRESS: 314 MOODY BLVD FLAGLER BEACH FL
PHONE NUMBER: 386-439-5650 FAX NUMBER: _____

SIGNATURE OF REPRESENTATIVE: 

PROPERTY OWNER AUTHORIZATION

FOR USE WHEN APPLICANT IS NOT THE OWNER OF SUBJECT PROPERTY:

Property Address: 202 S Daytona Ave
Flagler Beach, FL 32136

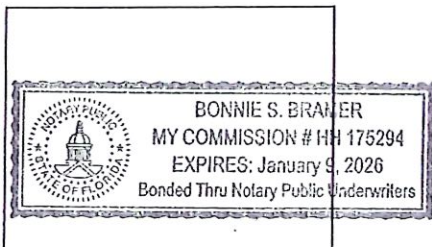
Parcel ID: 17-12-31-4500-00500-0010

This is to certify that I am the owner of the subject property described above and that I authorize: (PRINT NAME) _____ to make and file the aforesaid application for site plan review.

OWNER'S SIGNATURE: x

PRINT OWNER'S NAME: _____

Sworn to and subscribed before me this 10 day of December, 2025.
Personally known to me or produced identification: Drivers License (type)
Notary Public: Bonnie S. Brainer My commission expires: 1-9-26



Notary Seal

SITE PLAN REVIEW

PROJECT DESCRIPTION

PRINT OR TYPE INFORMATION

- A. Provide a detailed description of the proposed project:

A 3 STORY COMMERCIAL BANK BUILDING
CUSTOMER BANKING - 1ST FLOOR
BANK OFFICES - 2ND & 3RD FL

- B. Provide the lot size (parcel) and square footage of all building(s):

LOT SIZE 8,251.942 SQ FT - GIS FC. DATA
BUILDING - 8,065 SQ FT

- C. Provide the size, height and proposed use of each building:

BANK - 8,065 SQ FT UNDER ROOF
34' 6" - HEIGHT - TOP OF ROOF
BUILDING USE -
BANK - 3 STORIES

- D. Provide a detailed description of the following:

Exterior finish and color: STUCCO & PORCELAIN TILE (MARBLE
Roof material and color: FLAT ROOF W/ PARAPETS LOOK)
BLK POWD COATED PARAPET INSERTS - TINTED STONE FRONT

- E. Indicate the project floor area ratio or lot coverage (if applicable):

LOT COVERAGE - IMPERVIOUS 79% GRAY
WINDOWS -
BALCONY
RAILINGS -
POWDER
COATED

- F. Provide the total number of:

23 REQUIRED
Required on-site parking spaces: 14 REQUIRED ON SITE
Proposed on-site parking spaces: 7
Required on-site Handicapped parking spaces: 1
Proposed on-site Handicapped Parking spaces: 1

- G. Any off-site parking spaces proposed? If yes, describe number, location, and distance from proposed project location:

16 SPACES FROM THE
PARKING POOL

- H. Will project be accomplished in phases? If Yes, describe phasing plans and timeframe:

NO

- I. Describe the nature of any tree and native vegetation removal, if applicable:

SOME PALMS IN REAR OF LOT
TO REMAIN

- J. If a Commercial use, describe the operational characteristics of the development (proposed hours of operation, any unique characteristics of the proposed use.

BANK, 8-5 M-F HRS
WALK UP 24 HR ATM

- K. Provide other pertinent information regarding the proposed development:

Site Plan Review

Existing Conditions

A. Describe all previous uses or activities on the site:

RETAIL GIFT SHOP - COMMERCIAL

B. Describe all existing structures on the site in terms of their use, construction type, height, density, and size:

LOT TO BE COMPLETELY
CLEARED

C. Describe the project site as it presently exists before the project in terms of:

- Site topography:

SLIGHTLY SLOPED

- Plant life (existing trees, vegetative cover):

NATIVE PALMS

- Soil conditions:

FINE SAND & GRAVELLY
FINE SAND

- Historic or cultural resources (if applicable):

NONE

D. Describe the land use and zoning of surrounding properties within 200 feet of project location:

North:

COMMERCIAL

South:

RESIDENTIAL

East:

COMMERCIAL

West:

COMMERCIAL

PREPARED BY & RETURN TO:
Susan Flanagan
Covenant Closing & Title Services
4879 Palm Coast Parkway NW, Suite 4
Palm Coast, FL 32137

Incident to the fulfillment of conditions contained
in title insurance commitment issued by it.

Tax ID #: 12-12-31-4500-00500-0010
File #: 25-207391

CERTIFIED TRUE
ORIGINAL COPY

WARRANTY DEED

This Warranty Deed made this 28th day of April, 2025 by Christopher Anthony Lewis and Sarah Alma Lewis, husband and wife, whose post office address is: 1301 North Ocean Shore Blvd., Flagler Beach, FL 32136, hereinafter called the grantor,

to: Barwick Banking Company, a Georgia Corporation, whose post office address is: 101 Marina Cove Drive, Saint Augustine, FL 32080, hereinafter called the grantee,

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

WITNESSETH: that the grantor, for and in consideration of the sum of \$760,000.00, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Flagler County, Florida, viz:

The North 50 feet of Lot 1, the North 50 feet of Lot 2, and the North 50 feet of the Easterly 35 feet of Lot 3, Block 50, Moody Subdivision of Flagler Beach, Flagler County, Florida as recorded in Plat Book 1, Page 24, Public records of Flagler County Florida. Together with any and all rights, title, and interest that the grantor may have in and to the Westerly 15 feet of the North 50 feet of Lot 3, Block 50, Moody Subdivision of the Flagler County, Florida as recorded in Plat Book 1, Page 24, Public Records of Flagler County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any members of the household of Grantor(s) reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in FEE SIMPLE forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in FEE SIMPLE; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2025, reservations, restrictions and easements of record, if any.

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

Signed, sealed and delivered in our presence:

Susan Flanagan
Witness #1 Sign

Susan Flanagan
Witness #1 Print

Christopher Anthony Lewis
Christopher Anthony Lewis

Sarah Alma Lewis
Sarah Alma Lewis

COVENANT CLOSING
Witness #1 Address
Palm Coast, FL 32137

Witness #1 City, State and Zip

Tracy Callahan Hennessee
Witness #2 Sign

Tracy Callahan Hennessee
Witness #2 Print

312 N 11th St
Witness #2 Address

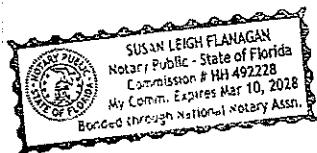
Flagler Beach FL 32136
Witness #2 City, State and Zip

****TWO DIFFERENT WITNESSES REQUIRED****

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of April, 2025 by Christopher Anthony Lewis and Sarah Alma Lewis, who are personally known to me, or who have provided valid government issued identification.

(NOTARY SEAL)



Susan Leigh Flanagan

Notary Public

My Commission Expires: _____

NEW COMMERCIAL BUILDING FOR: BARWICK BANKING COMPANY

202 SOUTH DAYTONA AVE.
FLAGLER BEACH, FLORIDA



PARB
FOR REVIEW

NEW COMMERCIAL BUILDING FOR:
BARWICK BANKING COMPANY

202 SOUTH DAYTONA AVE.
FLAGLER BEACH, FLORIDA

GENERAL NOTES

- THESE CONSTRUCTION DOCUMENTS COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION.
- IT IS THE INTENT OF THE ARCHITECT THAT THIS WORK BE IN CONFORMANCE WITH ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES AND ORDINANCES AS REQUIRED BY GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE WORK.
- THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING THE WORK. ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THE DRAWINGS SHALL BE REPORTED TO THE ARCHITECT FOR CLARIFICATION PRIOR TO COMMENCING THE WORK.
- AS INSTRUMENTS OF SERVICE, THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT OF THE ARCHITECT.
- ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSIDERED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE IN THE WORK UNLESS OTHERWISE REFERENCED.
- ALL DIMENSIONS ARE TO FACE OF STUDS, MASONRY AND SLAB EDGES.
- SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEAN-UP AFTER COMPLETION OF THEIR WORK. ALL DEBRIS TO BE DEPOSITED IN ON-SITE DUMPSTER AND HOME / BUSINESS TO BE LEFT "BROOM CLEAN".
- SUBCONTRACTORS TO INSTALL ALL BLOCKING AND BRACING REQUIRED BY THEIR TRADE AND TO PERFORM ALL CUTTING AND PATCHING.
- THE CURRENT EDITION OF THE AIA GENERAL CONDITIONS OF THE CONTRACT SHALL BECOME A PART OF THESE DOCUMENTS.
- DO NOT SCALE DRAWINGS, USE WRITTEN DIMENSIONS ONLY.
- ALL CHANGES TO THE DRAWING MUST BE APPROVED IN WRITING BY THE ARCHITECT. DO NOT ACCEPT VERBAL CHANGES.
- MAKE NO MATERIAL SUBSTITUTION WITHOUT WRITTEN APPROVAL FROM ARCHITECT.
- THE APPLICATION, INSTALLATION AND USE OF ALL MANUFACTURED PRODUCTS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST PUBLISHED INSTRUCTIONS.
- TAKE FIELD MEASUREMENTS FOR ALL OFF SITE MANUFACTURED ITEMS SUCH AS DOORS, WINDOWS, MILLWORK, SKYLIGHTS, SCREENS, GRILLES, RAILINGS, ETC.
- PORCH AND PATIO OVERHANGS ARE TO BE ENGINEERED TO RESIST LOADS IMPOSED BY THE SCREEN ENCLOSURE ATTACHMENTS AS WELL AS ALL OTHER NORMALLY IMPOSED LOADS.
- SHOP DRAWINGS ARE TO BE PROVIDED TO BUILDER IN FIELD FOR CABINETS, WINDOW, DOOR, FIREPLACE, RAILINGS, ETC.
- THE CONTRACTOR SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR VERIFICATION OF ALL EXISTING CONDITIONS.
- THIS OFFICE SHALL NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTORS AND SUBCONTRACTORS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL PARTS OF THE WORK WITH THE OTHER SUBCONTRACTORS, UTILITY COMPANIES, AND OTHER ASSOCIATED OFFICES.
- CONTRACTORS SHALL CARRY LIABILITY INSURANCE, TERMS AND LIMITS AS DIRECTED BY THE OWNER, AND SHALL FURNISH THE CERTIFICATES OF INSURANCE UPON BID ACCEPTANCE.
- BY ACCEPTING THIS WORK, THE CONTRACTORS AGREE THAT THE OWNER, ARCHITECT, AND ENGINEERS SHALL BE HELD HARMLESS AND NOT LIABLE FOR ANY INJURIES OR PROPERTY DAMAGE RESULTING FROM ANY OF THE CONTRACTORS' OPERATIONS.
- EACH TRADE, MANUFACTURER AND/OR SUPPLIER SHOULD UNDERSTAND ITS SCOPE OF WORK WITHIN THIS SET OF PLANS COMPLETELY PRIOR TO COMMENCING ANY WORK. ANY QUESTIONABLE OR UNCLEAR CONDITIONS ARE TO BE BROUGHT TO THIS OFFICE'S ATTENTION FOR CLARIFICATION. THE ULTIMATE RESPONSIBILITY OF ALL TRADES, MANUFACTURERS AND/OR SUPPLIERS IS THEIRS IF THE INFORMATION IN QUESTION IS SHOWN CLEARLY OR HAS BEEN ADDRESSED AS REQUIRED PRIOR TO COMMENCING THE WORK.

ABBREVIATIONS

AFF	ABOVE FINISH FLOOR	INSUL	INSULATION
ADF	ACCESSIBLE DRINKING FOUNTAIN	INT	INTERIOR
ALUM	ALUMINUM	JT	JOINT
L	ANGLE	LAM	LAMINATED
APPROX	APPROXIMATE	LAV	LAVATORY
ARCH	ARCHITECT	LP	LIGHT POLE
#	AT	MH	MANHOLE
BRG	BEARING	MFD	MANUFACTURED
BLK	BLOCK	MFR	MANUFACTURER
BLKG	BLOCKING	MASRY	MASONRY
BO	BOARD	MS	MASONRY BLOCKOUT
BLDG	BUILDING	MO	MASONRY OPENING
CLG	CEILING	MAT	MATERIAL
CH	CEILING HEIGHT	MAX	MAXIMUM
CL	CENTER LINE	MTL	METAL
I	CHANNEL	MYR	MOISTURE RESISTANT
CLR	CLEAR	NR	NOT IN CONTRACT
CO	CLEAR OPENING	NTD	NOT TO SCALE
CR	COLD ROLLED	NC	NUMBER
COL	COLUMN	NO	ON CENTER
CONC	CONCRETE	OC	OPPOSITE
COND	CONDENSATE DRAIN	OD	OUTSIDE DIAMETER
CHU	CONCRETE MASONRY UNIT	OFF	OFFSET
CON	CONNECT / CONNECTION	OD	OUTSIDE DIAMETER
CONT	CONTINUOUS	FIN	FINISH
CONTR	CONTRACTOR	PLAS	PLASTIC
CJ	CONTROL JOINT	PL	PLATE
DECOR	DECORATOR	FLUD	FLYWOOD
DTL	DETAIL	PT	PRESSURE TREATED
DIAG	DIAGONAL	R	RADIUS
DIA	DIAMETER	RL	RAIN LEADER
DUG(S)	DRAWING / DRAWINGS	RENF	REINFORCING
EA	EACH	RA	RETURN AIR
EJ	EACH WAY	RD	ROOF DRAIN
EUC	ELECTRICAL WATER COOLER	RS	ROOF SCUPPER
ELV	ELEVATION	RTU	ROOF TOP UNIT
ERD	EMERGENCY ROOF DRAIN	RM	ROOM
EQ	EQUAL	RO	ROUGH OPENING
EQUIP	EQUIPMENT	SCHED	SCHEDULE
EF	EXHAUST FAN	SECT	SECTION
EXIST	EXISTING	SH	SHEET
EJ	EXPANSION JOINT	SM	SIMILAR
EXT	EXTERIOR	SCU	SOLID CORE WOOD
EF8	EXTERIOR INSULATION FINISH SYSTEM	SPEC	SPECIFICATIONS
POF	FACE OF FINISH	SG FT	SQUARE FOOT
FOI	FACE OF MASONRY	SS	STAINLESS STEEL
FO8	FACE OF STUD	STL	STEEL
FN	FINISH	STRUCT	STRUCTURAL
F8E	FINISH FLOOR ELEVATION	SUSP	SUSPENDED
FE	FIRE EXTINGUISHER	T	TEMPERED
FR	FIRE RATED	TEMP	TEMPORARY
FRT	FIRE RETARDANT TREATED	THK	THICKNESS
FLR	FLOOR	TH	THRESHOLD
FD	FLOOR DRAIN	TOH	TOP OF MASONRY
FEN	FOUNDATION	TOS	TOP OF STEEL
FV	FIELD VERIFY	TOU	TOP OF WALL
GALV	GALVANIZED	TS	TUBE STEEL
GA	GAUGE	TYP	TYPICAL
GC	GENERAL CONTRACTOR	URN	URN
GB	Gypsum BOARD	VTR	VENT THROUGH ROOF
HC	HANDICAPPED	VERT	VERTICAL
HUC	HANDICAPPED WATER CLOSET	WH	WATER HEATER
HOU	HARDWARE	WUF	WELDED WIRE FABRIC
HT	HEIGHT	WTH	WIDTH
HT	HOLLOW METAL	UTH	UTILITY
HORIZ	HORIZONTAL	WD	WOOD

PROJECT DESCRIPTION

PROJECT DESCRIPTION:
NEW COMMERCIAL BUILDING

LEGAL DESCRIPTION:
LOTS 12 & 13, BLOCK 50, MOODY SUBDIVISION, FLAGLER BEACH, A SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 24, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ZONED: GC - COMBINED USE
OVERLAY DISTRICT: DOWNTOWN OVERLAY
PLUME: COMMERCIAL

SETBACKS:
FRONT SETBACK 10'-0"
STREET SIDE SETBACK 5'-0"
REAR / SIDE SETBACK 0'-0"

APPLICABLE CODES

APPLICABLE CODES:
FLORIDA BUILDING CODE 8TH EDITION - BUILDING
FLORIDA BUILDING CODE 8TH EDITION - ACCESSIBILITY
FLORIDA BUILDING CODE 8TH EDITION - ENERGY CONSERVATION
FLORIDA BUILDING CODE 8TH EDITION - FUEL GAS
FLORIDA BUILDING CODE 8TH EDITION - MECHANICAL
FLORIDA BUILDING CODE 8TH EDITION - PLUMBING
FLORIDA FIRE PREVENTION CODE 8TH EDITION
2020 NATIONAL ELECTRICAL CODE

SYMBOL LEGEND

	DOOR NUMBER
	WINDOW NUMBER
	ROOM FINISH NUMBER
	REVISION MARK
	DETAIL NO.
	DETAIL KEY
	ELEV. NO.
	INTERIOR ELEVATION KEY
	SECT. NO.
	SECTION KEY
	LARGE SCALE DETAIL KEY

LOCATION MAP



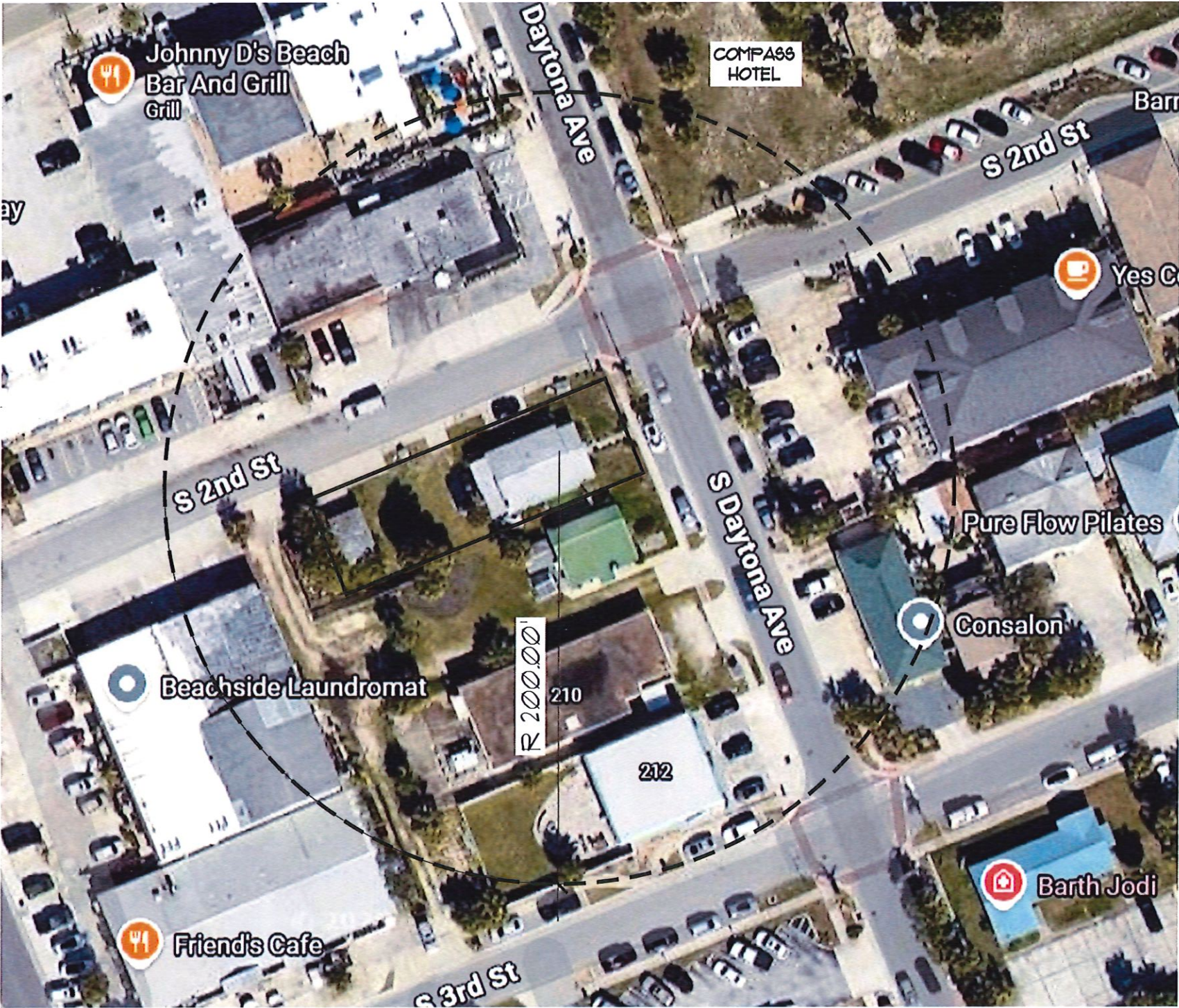
SHEET INDEX

SHEET TITLE	SHEET NUMBER	ORIGINAL ISSUE DATE	LATEST REVISION DATE
COVER SHEET/NOTES/LOCATION MAP/ SURROUNDING LAND USE	C8	02/2025	
EXISTING SURVEY FROM STEPHENSON, WILCOX & ASSOCIATES, INC.	SHEET 1 OF 1	02/2025	
SURROUNDING LAND USE MAP	LU	02/2025	
PROPOSED ARCHITECTURAL SITE PLAN AND SITE DATA	SP-1	02/2025	
PROPOSED FIRST FLOOR PLAN	A-1	02/2025	
PROPOSED SECOND FLOOR PLAN	A-2	02/2025	
PROPOSED THIRD FLOOR PLAN	A-3	02/2025	
PROPOSED ROOF PLAN	A-4	02/2025	
PROPOSED EXTERIOR ELEVATIONS - AND MATERIALS	A-5	02/2025	
PROPOSED EXTERIOR ELEVATIONS - AND MATERIALS	A-6	02/2025	
PROPOSED EXTERIOR ELEVATIONS - AND MATERIALS	A-7	02/2025	
PRESENTATION COLOR RENDERINGS	I	02/2025	

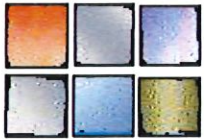
COVER SHEET

DATE:	DRAWN:
12-12-25	ULK
JOB NO.:	CHECKED:
225115	WDP

CS



SURROUNDING LAND USE MAP
SCALE: 1" = 30'-0"



JPA

JOSEPH POZZI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5659 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843
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PARB
FOR REVIEW

NEW COMMERCIAL BUILDING FOR:
BARWICK BANKING COMPANY
202 SOUTH DAYTONA AVE.
FLAGLER BEACH, FLORIDA

COVER SHEET			
REV #	DATE	ISSUE	REV #

DATE: 12-12-25	DRAWN: JLK
JOB NO.: 225115	CHECKED: JOP

LU

JOB #25-2662



TYPE OF SURVEY: BOUNDARY / LOCATION / TOPOGRAPHIC

DESCRIPTION: LOTS 1, 2 & 3, BLOCK 50, MOODY SUBDIVISION, FLAGLER BEACH, A SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 24, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LEGEND:	(D)	Dead Bearing & Distance
○ IR	(P)	Plot Bearing & Distance
● IP	(M)	Measured Bearing & Distance
1/2" Iron Pipe	C/L	Calculated Bearing & Distance
N/D	E/P	Center Line
⊙ POP	R/W	Edge of Pavement
■ CM	a	Edge of Road
FND	R	Right of Way
L3	L	Delta
LS	CB	Radius
PSM	CH	Length
PC	PC	Chord Bearing
RC	PRC	Chord Distance
	N.R.	Point of Curvature
		Point of Reverse Curvature
		Non-Radial Curve

CUSTOMER INFO	BARWICK BANKING COMPANY 101 MARINA COVE DRIVE ST. AUGUSTINE, FL 32080
---------------	--

JOB TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Boundary	06/12/25	06/18/25	25-2662	BAS
Site Plan				
House Stake				
Formboard				
Foundation				

STERNEISCH, WILCOX
& ASSOCIATES, INC. CAN.

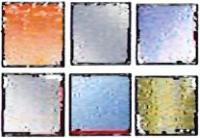
CIVIL ENGINEERS • LAND SURVEYORS • CONSULTANTS • PLANNERS

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adapted in Chapter 5J-17 Florida Administrative Code.

Working 06/18/2024
DAN A. WILCOX JR., PSM No. 5749, PE No. 57633
Not valid without the signature and the original stamp and a Florida Licensed surveyor and mapster.

Not valid without the signature and the original above and

1 of 1



JPA

JOSEPH POZZI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5659 F: (386) 439-5651
AA 2603787 / AR 13178 / ID 4843
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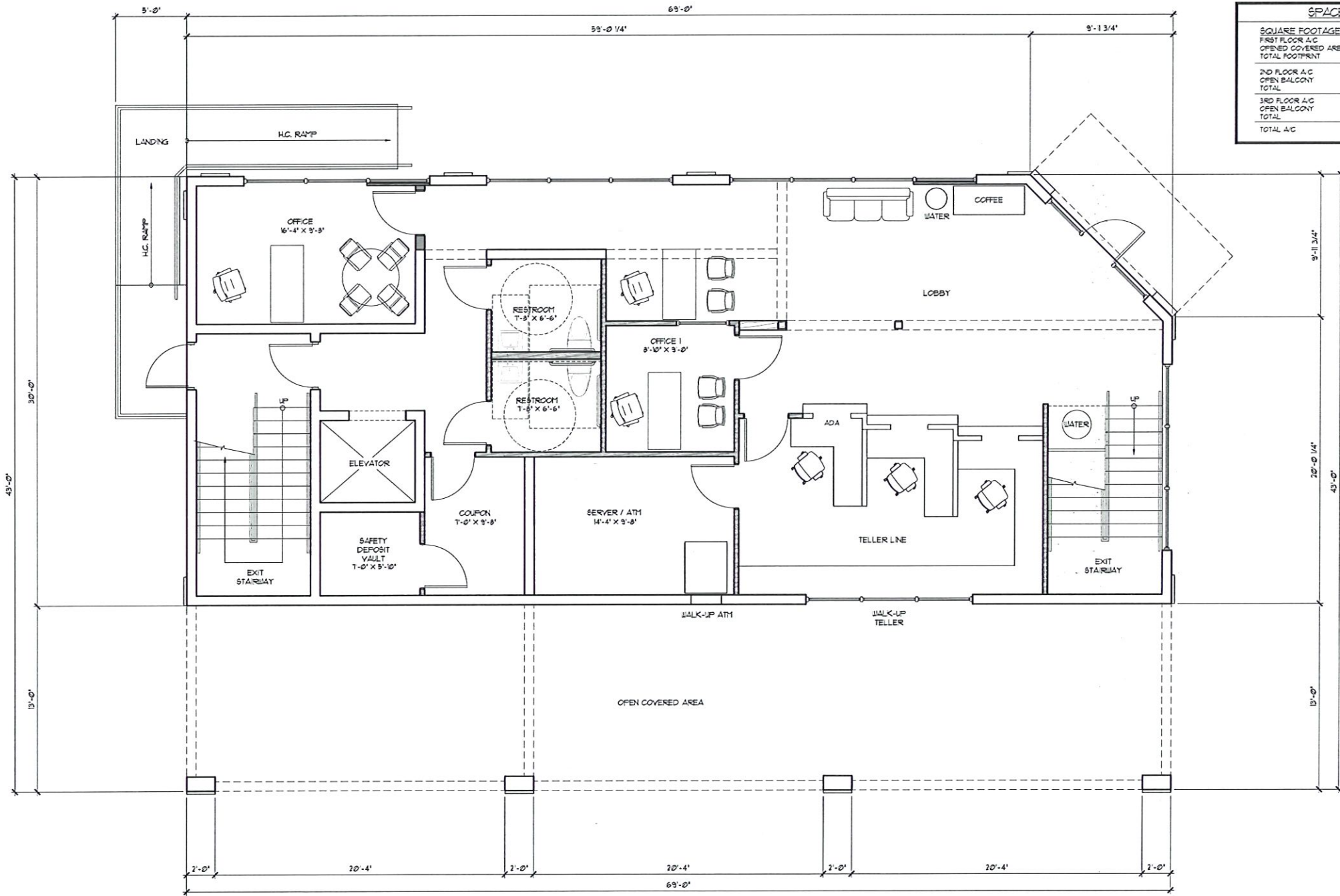
FOR REVIEW

NEW COMMERCIAL BUILDING FOR:
BARWICK BANKING COMPANY
202 SOUTH DAYTONA AVE.
FLAGLER BEACH, FLORIDA

1ST FLOOR PLAN			
REV #	DATE	ISSUE	ISSUE

DATE: 12-12-25	DRAWN: JLK
JOB NO.: 225115	CHECKED: JDP

A-1



SPACE UTILIZATION	
SQUARE FOOTAGE:	
FIRST FLOOR A/C	2010 SQ. FT.
OPENED COVERED AREA	891 SQ. FT.
TOTAL FOOTPRINT	2901 SQ. FT.
2ND FLOOR A/C	
OPEN BALCONY	2048 SQ. FT.
TOTAL	518 SQ. FT.
3RD FLOOR A/C	
OPEN BALCONY	2044 SQ. FT.
TOTAL	518 SQ. FT.
TOTAL A/C	612 SQ. FT.

FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



JOSEPH POZZI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843
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PARB
FOR REVIEW

NEW COMMERCIAL BUILDING FOR:
BARWICK BANKING COMPANY

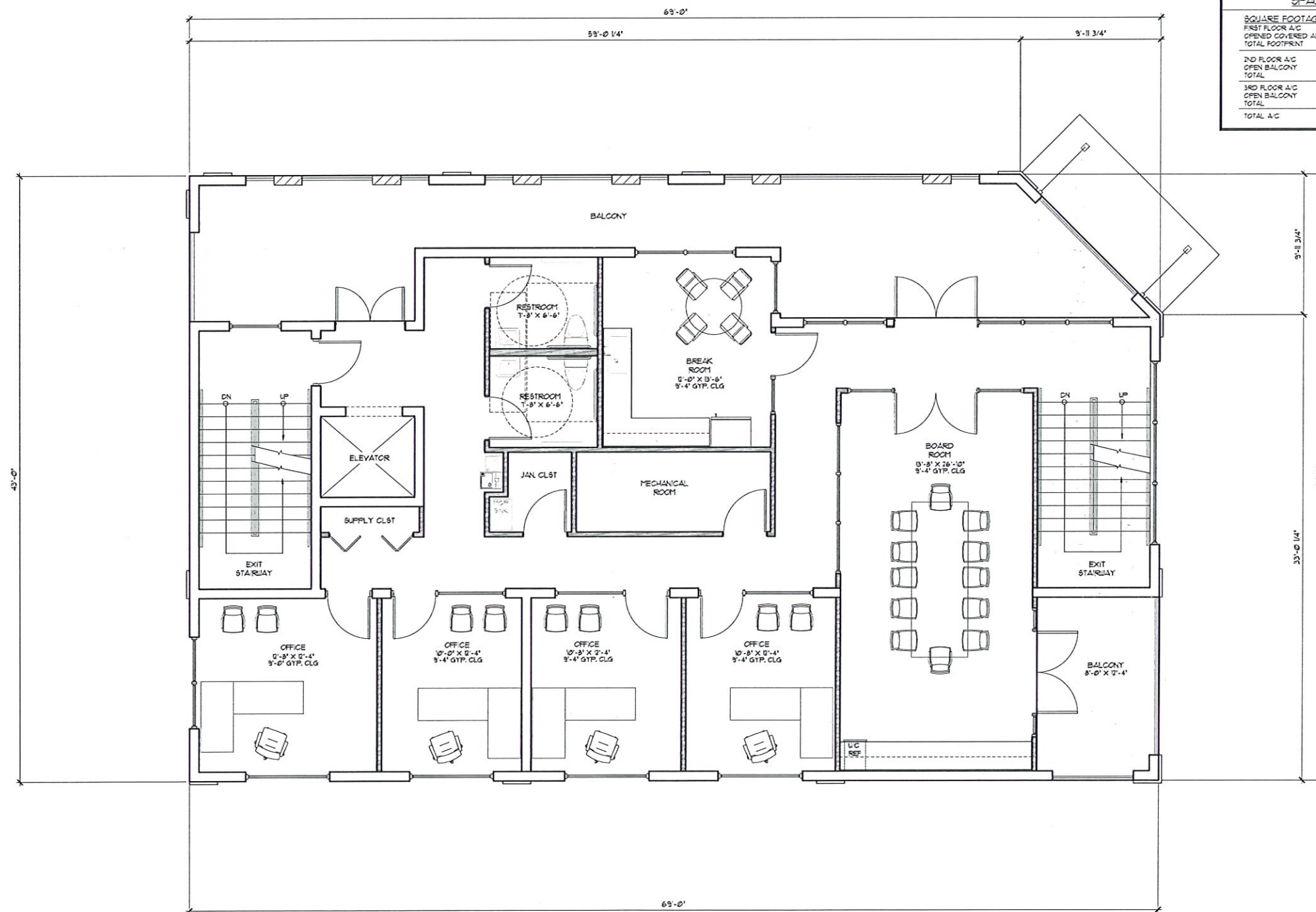
202 SOUTH DAYTONA AVE.
FLAGLER BEACH, FLORIDA

2ND FLOOR PLAN

Rev #	Date:	Issue:	Rev #	Date:	Issue:

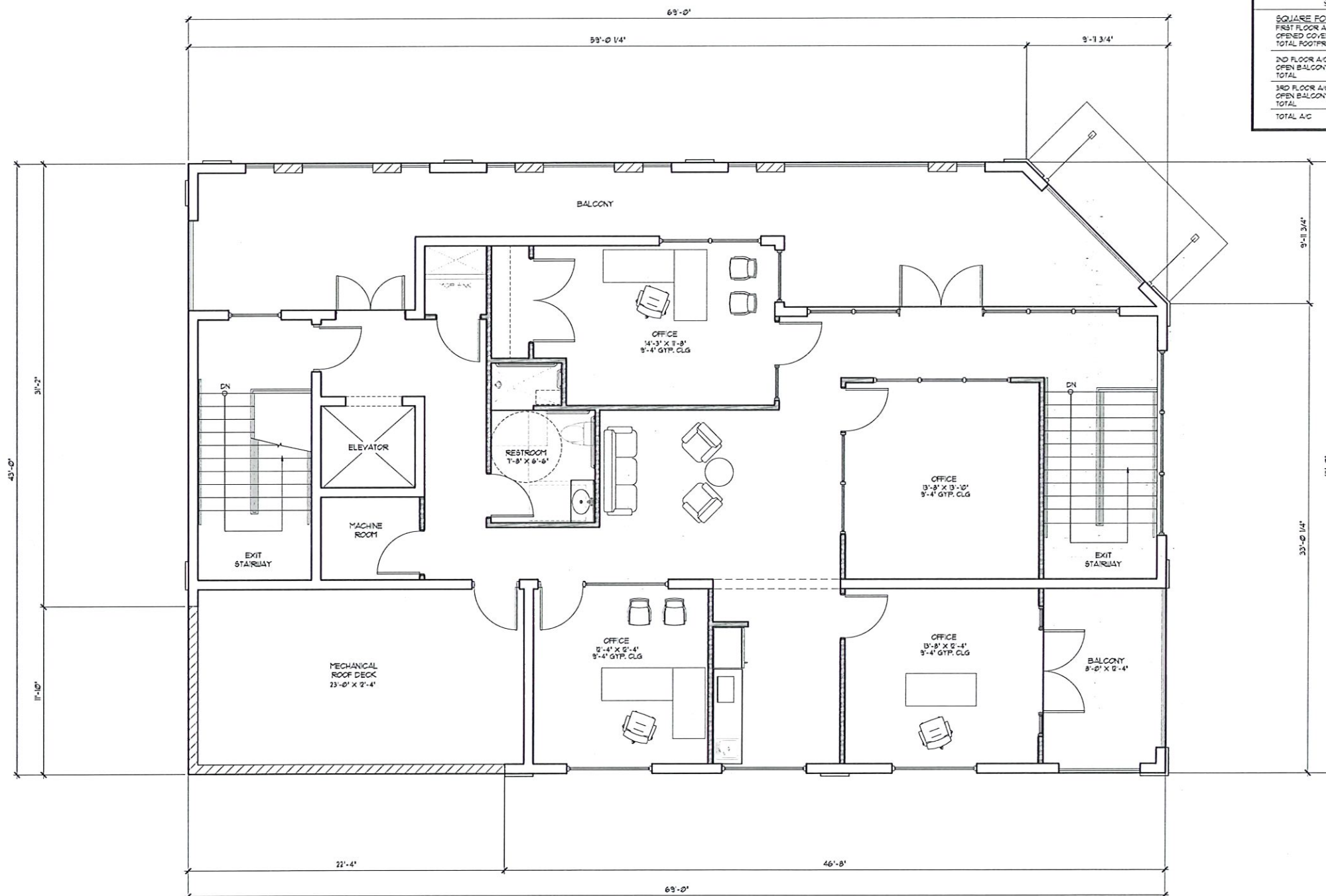
DATE: 12-12-25	DRAWN: JLK
JOB NO.: 225115	CHECKED: JDP

A-2



SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

<u>SPACE UTILIZATION</u>	
<u>SQUARE FOOTAGE:</u>	
FIRST FLOOR A/C	2,010 SQ. FT.
OPENED COVERED AREA	891 SQ. FT.
TOTAL FOOTPRINT	2,901 SQ. FT.
2ND FLOOR A/C	2,048 SQ. FT.
OPEN BALCONY TOTAL	510 SQ. FT.
	2,558 SQ. FT.
3RD FLOOR A/C	2,044 SQ. FT.
OPEN BALCONY	518 SQ. FT.
TOTAL	2,562 SQ. FT.
TOTAL A/C	6,112 SQ. FT.



SPACE UTILIZATION	
SQUARE FOOTAGE:	
FIRST FLOOR A/C	2,010 SQ. FT.
OPENED COVERED AREA	831 SQ. FT.
TOTAL FOOTPRINT	2,841 SQ. FT.
2ND FLOOR A/C	2,048 SQ. FT.
OPEN BALCONY	518 SQ. FT.
TOTAL	2,566 SQ. FT.
3RD FLOOR A/C	2,044 SQ. FT.
OPEN BALCONY	518 SQ. FT.
TOTAL	2,562 SQ. FT.
TOTAL A/C	6,722 SQ. FT.

THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



JPA

JOSEPH POZZI/NOU ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / ARI3178 / ID 4843
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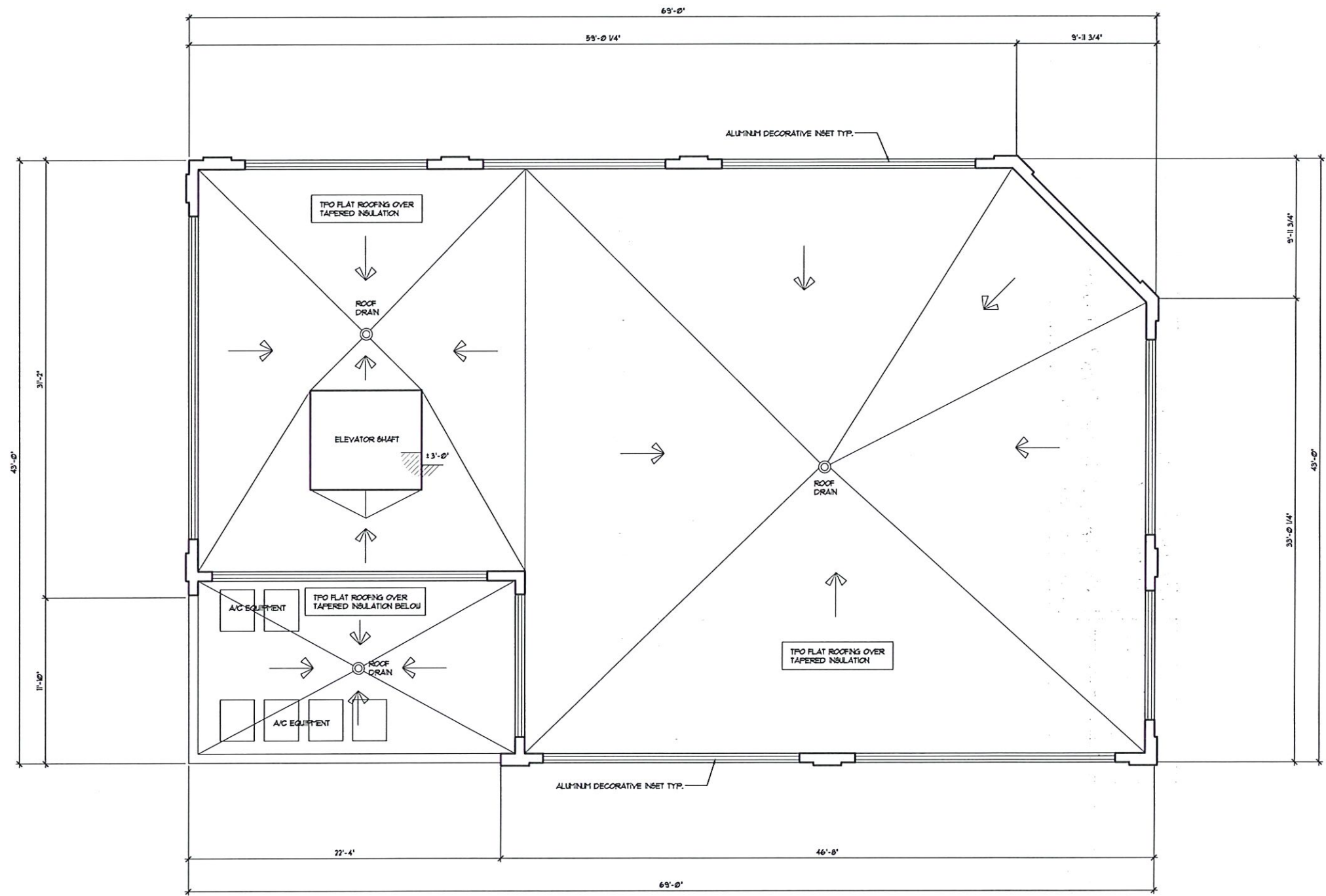
P.A.R.B.
FOR REVIEW

NEW COMMERCIAL BUILDING FOR:
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202 SOUTH DAYTONA AVE.
FLAGLER BEACH, FLORIDA

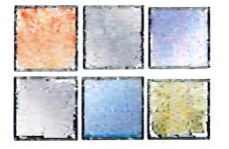
3RD FLOOR PLAN			
Rev #	Date	Issue	Rev #

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225115	JDP

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ROOF PLAN
 SCALE: 1/4" = 1'-0"



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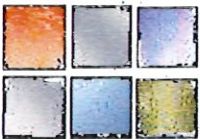
PARB
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NEW COMMERCIAL BUILDING FOR:
BARWICK BANKING COMPANY
 202 SOUTH DAYTONA AVE.
 FLAGLER BEACH, FLORIDA

ROOF PLAN			
REV #	DATE	ISSUE	REV #

DATE: 12-12-25	DRAWN: JLK
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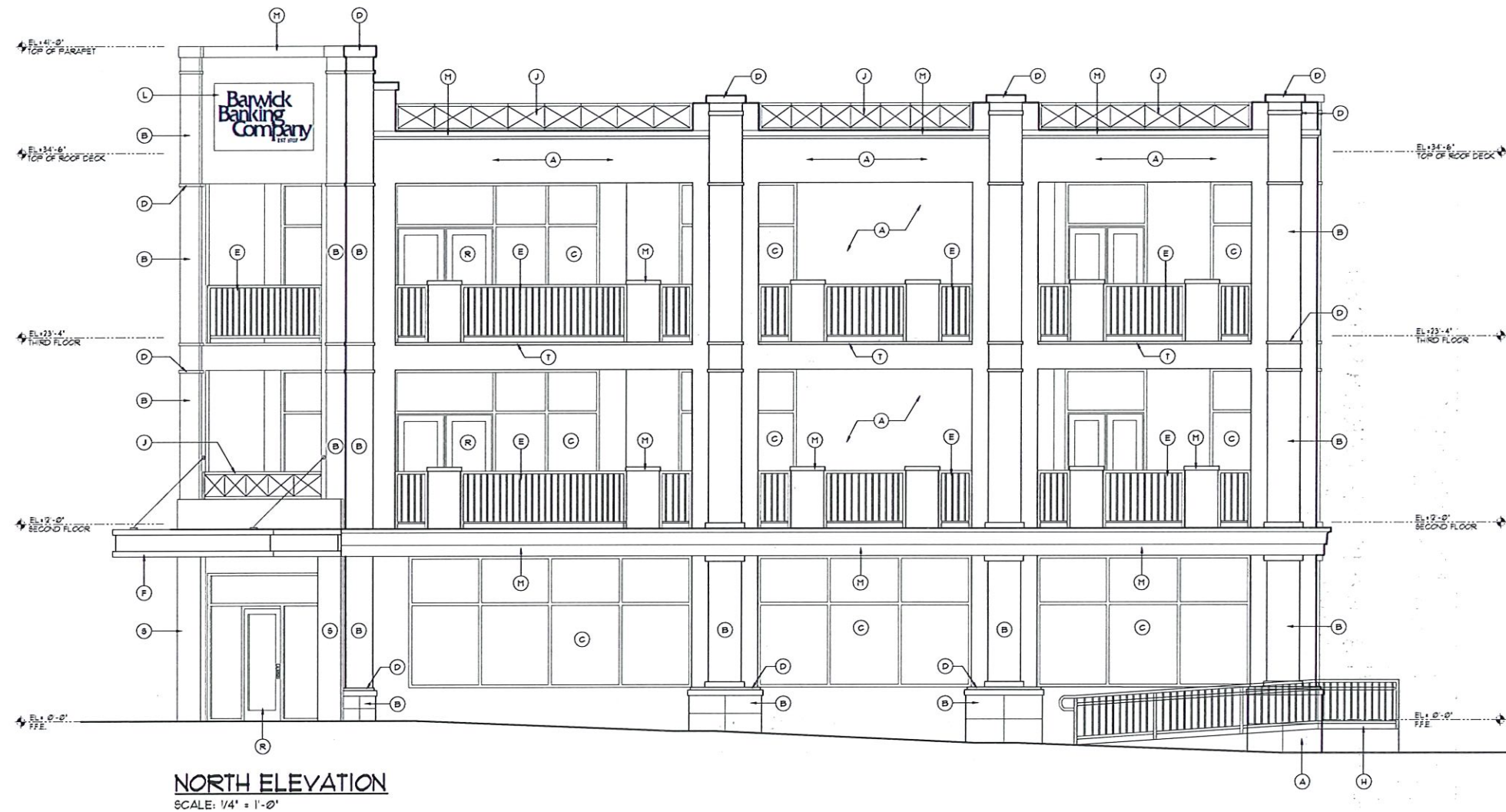


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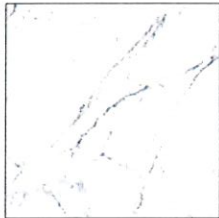
NEW COMMERCIAL BUILDING FOR:
BARWICK BANKING COMPANY
202 SOUTH DAYTONA AVE.
FLAGLER BEACH, FLORIDA



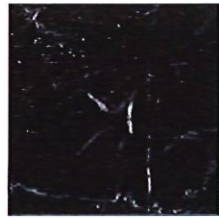
- BUILDING MATERIALS**
- (A) SMOOTH STUCCO FINISH
 - (B) PORCELAIN TILE (MARBLE FINISH)
 - (C) BLACK FRAME STOREFRONT GLASS (TINTED)
 - (D) PORCELAIN TILE BANDING (MARBLE FINISH)
 - (E) POWDER COATED ALUMINUM RAILING (PAVE COLOR AS CORNICE)
 - (F) FIRE-RAB BLACK POWDER COATED METAL AXING
 - (G) STUCCO SCORE LINES
 - (H) HANDICAPPED RAMP / RAILING
 - (J) BLACK POWDER COATED ALUMINUM DECORATIVE INSET
 - (K) SOLID CORE ALUMINUM DOOR
 - (L) 35 SQ. FT. MAX. BUILDING SIGNAGE
 - (M) BUILT-UP STUCCO CORNICE
 - (N) WALK-UP ATM
 - (P) WALK-UP TELLER
 - (R) BLACK FRAME STOREFRONT DOOR & GLASS (TINTED)
 - (S) PORCELAIN TILE (BLACK MARBLE FINISH)
 - (T) 1 1/2" STUCCO BANDING
 - (U) A/C EQUIPMENT



1. PRIMARY BODY
SW 7757
High Reflective White



2. COLUMN FINISH
Porcelain Tile marble finish



3. ENTRY TILE
Porcelain Tile marble finish



4. BANDING AND RAILINGS
SW 6255
Morning Fog

ELEVATIONS			
REV #	DATE	ISSUE	DATE

DATE:	DRAWN:
12-12-25	U/LK
JOB NO.:	CHECKED:
225115	U/DP

A-5

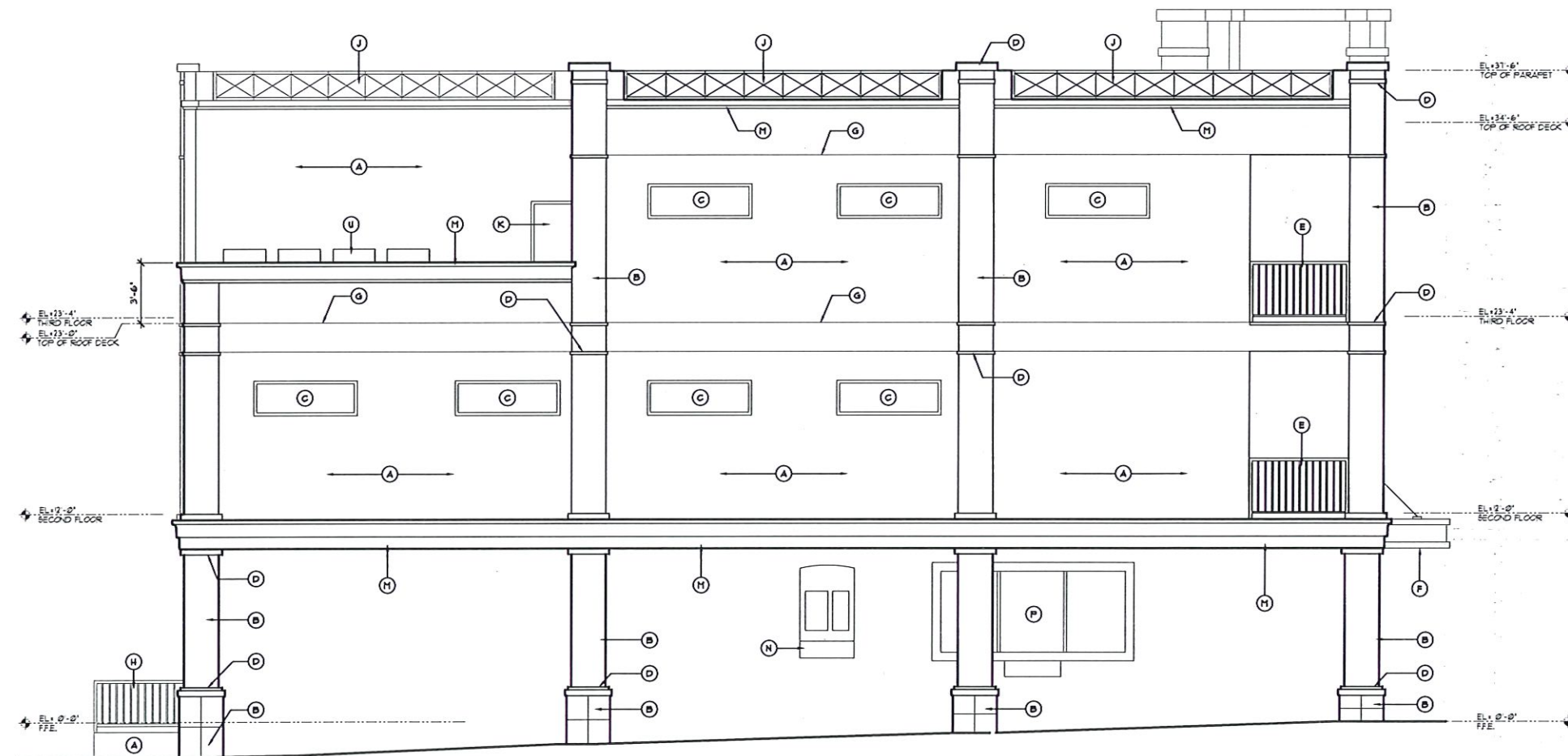


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PARB
FOR REVIEW

BARWICK BANKING COMPANY

202 SOUTH DAYTONA AVE.
FLAGLER BEACH, FLORIDA

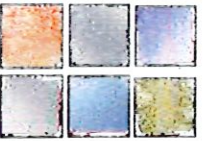


SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

- ### BUILDING MATERIALS
- (A) SMOOTH STUCCO FINISH
 - (B) PORCELAIN TILE (MARBLE FINISH)
 - (C) BLACK FRAME STOREFRONT GLASS (TINTED)
 - (D) PORCELAIN TILE BANDING (MARBLE FINISH)
 - (E) POWDER COATED ALUMINUM RAILING (SAME COLOR AS CORNICE)
 - (F) FREE-FAB BLACK POWDER COATED METAL AWNING
 - (G) STUCCO SCORE LINES
 - (H) HANDICAPPED RAMP & RAILING
 - (J) BLACK POWDER COATED ALUMINUM DECORATIVE INSET
 - (K) SOLID CORE ALUMINUM DOOR
 - (L) 35 SQ. FT. MAX. BUILDING SIGNAGE
 - (M) BUILT-UP STUCCO CORNICE
 - (N) WALK-UP ATM
 - (P) WALK-UP TELLER
 - (R) BLACK FRAME STOREFRONT GLASS & GLASS (TINTED)
 - (S) PORCELAIN TILE (BLACK MARBLE FINISH)
 - (T) 1X4' STUCCO BANDING
 - (U) AC EQUIPMENT

DATE: 12-25		DRAWN: JLK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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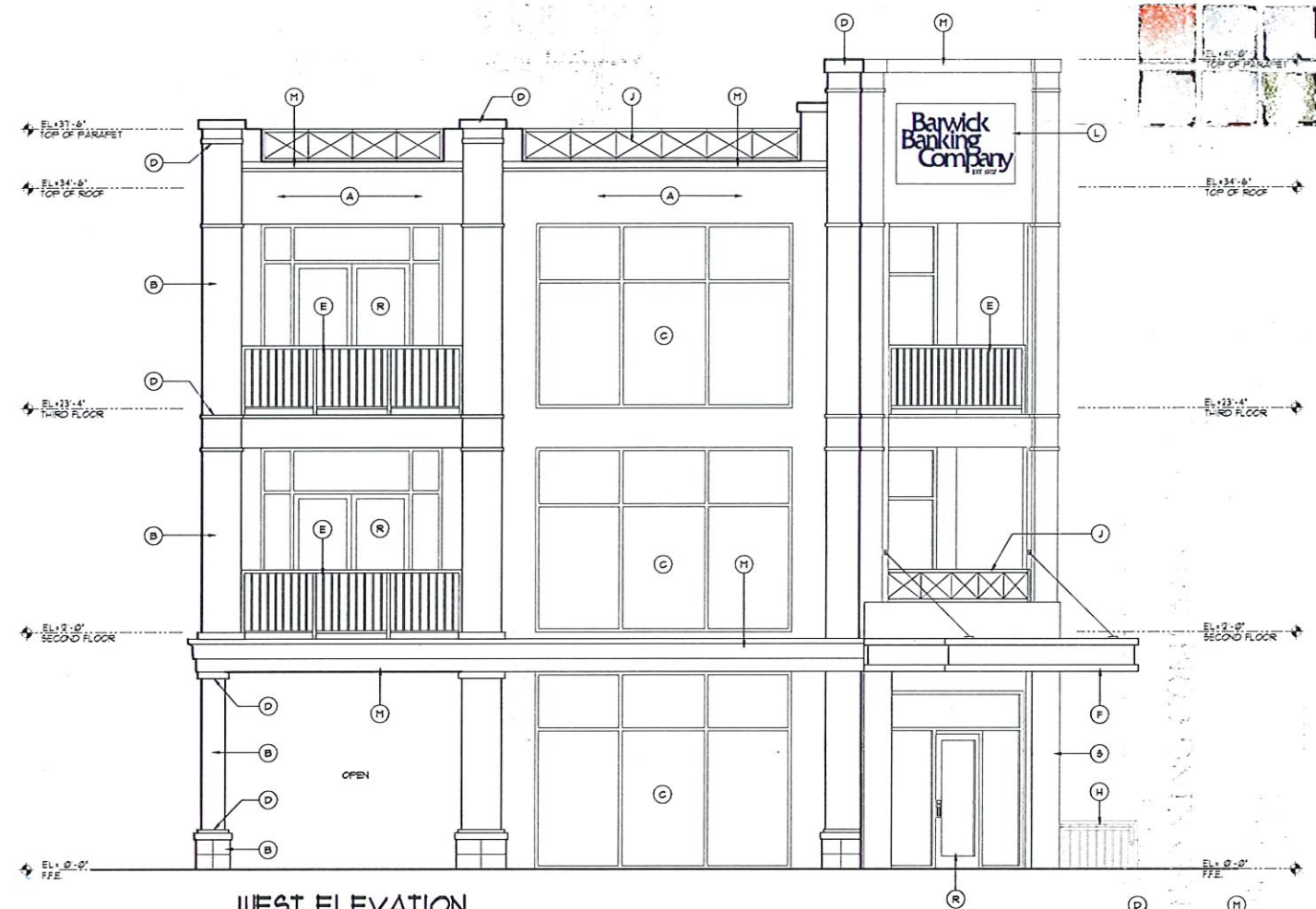
JOSEPH POZZI/OW ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
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PARB
FOR REVIEW

NEW COMMERCIAL BUILDING FOR:
BARWICK BANKING COMPANY

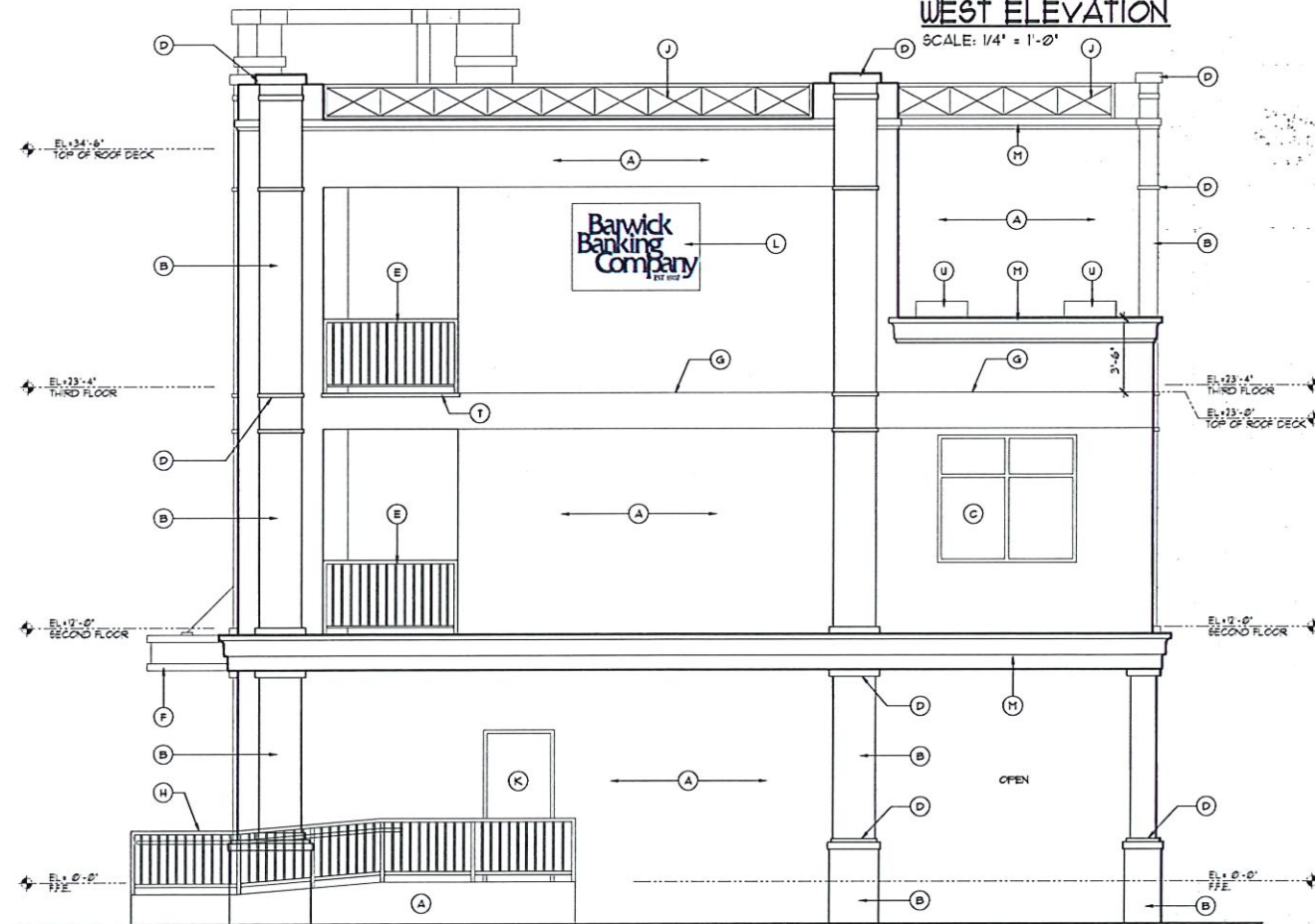
202 SOUTH DAYTONA AVE.
FLAGLER BEACH, FLORIDA

- BUILDING MATERIALS**
- (A) SMOOTH STUCCO FINISH
 - (B) PORCELAIN TILE (MARBLE FINISH)
 - (C) BLACK FRAME STOREFRONT GLASS (TINTED)
 - (D) PORCELAIN TILE BANDING (MARBLE FINISH)
 - (E) POWDER COATED ALUMINUM RAILING (SAME COLOR AS CORNICE)
 - (F) PRE-FAB BLACK POWDER COATED METAL AWNING
 - (G) STUCCO SCORE LINES
 - (H) HAND CAPPED RAMP & RAILING
 - (J) BLACK POWDER COATED ALUMINUM DECORATIVE INSET
 - (K) SOLID CORE ALUMINUM DOOR
 - (L) 35 SQ. FT. MAX. BUILDING SIGNAGE
 - (M) BUILT-UP STUCCO CORNICE
 - (N) WALK-UP ATM
 - (P) WALK-UP TELLER
 - (R) BLACK FRAME STOREFRONT DOOR & GLASS (TINTED)
 - (S) PORCELAIN TILE (BLACK MARBLE FINISH)
 - (T) 1 1/2" STUCCO BANDING
 - (U) A/C EQUIPMENT



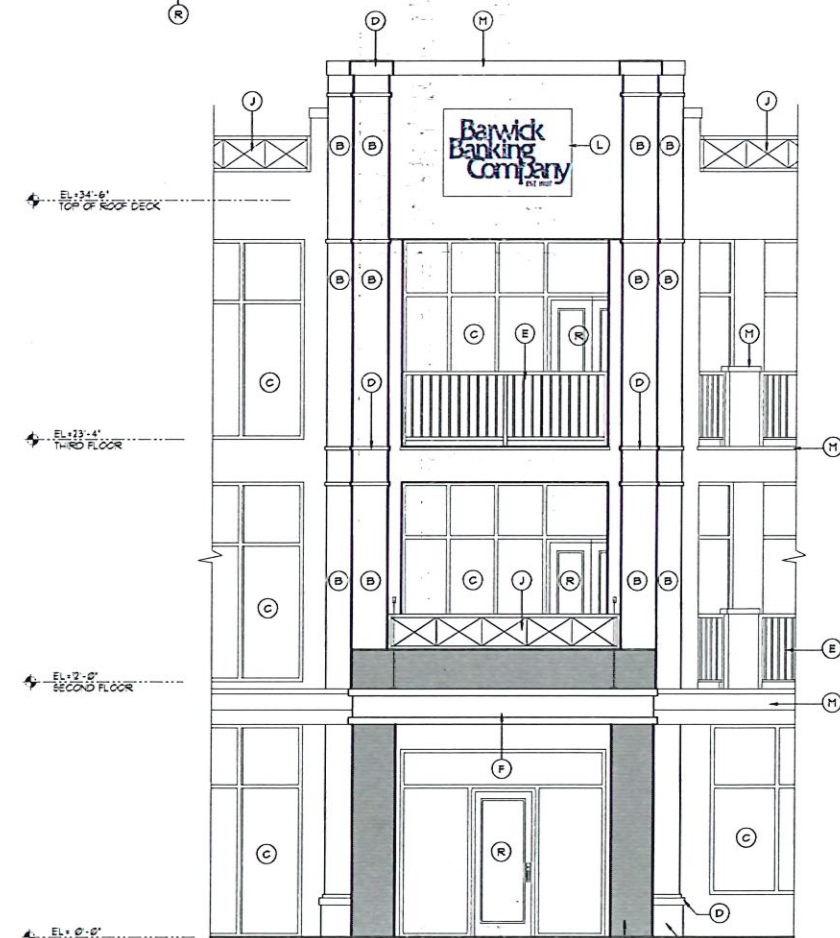
WEST ELEVATION

SCALE: 1/4" = 1'-0"



EAST ELEVATION

SCALE: 1/4" = 1'-0"



NORTHWEST ELEVATION

SCALE: 1/4" = 1'-0"

ELEVATIONS

Rev #	DATE	ISSUE	Rev #	DATE	ISSUE

DATE:	DRAWN:
12-12-25	JLK
JOB NO.:	CHECKED:
225115	JDP

A-7



PRESENTATION

Project # - 225115
Date - 12.11.2025
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A CUSTOM COMMERCIAL DESIGN FOR:

BARWICK BANKING COMPANY





Staff Report

City Commission Regular Meeting

February 12, 2026

To: City Commission
From: Stephen Cox, Fire Chief
Meeting Date: February 12, 2026
Item Name: Ordinance 2026-02. An Ordinance of the City of Flagler Beach, Florida, Amending the Land Development Regulations, Section 2.06012 "Rental Units" of Appendix "A," "Land Development Regulations;" Amending the Process and Schedule for Fire Inspections of Resort Dwellings and Resort Condominiums; Providing for Conflict; Providing for Codification; Providing for Severability; and Providing for an Effective Date. (First Reading)

Background:

Short-term rental properties have become an increasingly common form of lodging within the City of Flagler Beach, accommodating residents, visitors, and seasonal guests. Unlike traditional owner-occupied dwellings, short-term rentals experience frequent occupant turnover, varying levels of familiarity with the property, and increased use of cooking, heating, and electrical systems. These factors elevate the potential risk for fire incidents and life-safety emergencies.

Fire inspections of short-term rental properties are conducted to ensure compliance with applicable fire codes, life-safety standards, and local ordinances. The primary objective of these inspections is to reduce the risk of fire, ensure early detection and warning, provide safe means of egress, and protect occupants, neighboring properties, and responding emergency personnel.

By implementing a standardized inspection process for short-term rentals, the Flagler Beach Fire Department promotes a consistent level of safety. This program supports community risk reduction efforts, enhances public safety, and ensures that property owners meet their responsibility to provide a safe environment for occupants while operating a short-term rental within the jurisdiction.

Fiscal Impact:

The implementation of a short-term rental fire inspection program is expected to have a minimal to neutral fiscal impact on the Flagler Beach Fire Department and the City of Flagler Beach when supported by a cost-recovery inspection fee. Inspections will be conducted by the existing Flagler Beach Fire Department Inspector as part of normal fire prevention and life-

safety operations.

The program is anticipated to generate modest recurring revenue sufficient to cover inspection labor, administrative processing, and enforcement activities. No additional staffing, apparatus, or capital expenditures are anticipated at this time.

From a broader perspective, the program may result in long-term cost avoidance by reducing the likelihood and severity of fire incidents, minimizing emergency response demands, property loss, and potential liability exposure to the City. Enhanced compliance with fire and life-safety standards supports community risk reduction goals while maintaining fiscal responsibility.

Staff Recommendation:

On January 6, 2026, the Planning and Architectural Review Board voted unanimously to recommend approval. Staff recommends approval.

Attachments:

1. FBFD - Pre-inspection STR Guide_rev 1-14-2026
2. Ordinance 2026-02_STR Fire Inspections updated 02.06.26



Flagler Beach Fire Department

Pre-Fire Inspection Checklist for Short Term Rentals

Prepare for your upcoming fire safety inspection – Know what we look for!

(Based on current NFPA 1 Fire Code & NFPA 101 Life Safety Codes)

GENERAL SAFETY

- Property address numbers clearly visible from the street (minimum 4" high, contrasting color).
- Electrical panels accessible with at least 30" of clearance.
- No extension cords used as permanent wiring; UL-listed power strips only.
- Good housekeeping, no excessive storage, trash, or combustibles.
- Ceiling is complete, no missing or damaged tiles.
- Smoke alarms installed in every bedroom, outside each sleeping area, and on each floor level.
- Carbon monoxide alarms installed where fuel-burning appliances or attached garages are present.
- All detectors tested and functioning properly.

EXITS & EGRESS

- All sleeping rooms have a secondary means of escape (window or door)*if applicable.
- Exit doors open easily from the inside without keys or tools.
- Exit routes are clear, unobstructed, and at least 36" wide.
- Exterior stairs, porches, and decks are in good condition and well lit.
- Exit signs and emergency lighting function properly (if required).

FIRE EXTINGUISHERS

- At least one multi-purpose (2A:10B:C) extinguisher on each floor.
- Mounted 3.5–5 ft from floor, easily accessible, and fully charged.
- Inspected and tagged within the past 12 months by a certified technician.
- Owner/host performs visual check monthly.

SMOKE & CARBON MONOXIDE ALARMS

- Smoke alarms less than 10 years old, with test button working.
- CO alarms installed per manufacturer instructions and tested monthly.
- Interconnected alarms (hardwired or wireless) where required.

KITCHEN FIRE SAFETY

- Stove area clear of combustibles (towels, paper, curtains, etc.).
- Working fire extinguisher within 30 ft of cooking area.
- Range hood, filters, and cooking surfaces kept clean and grease-free.

HEATING & ELECTRICAL

- Heating appliances and water heaters properly vented and maintained. *if applicable.
- Portable space heaters (if any) are UL listed and automatically shut off if tipped.
- No overloaded outlets or daisy-chained power strips.
- Portable heaters kept at least 3 ft from combustibles.
- Electrical cords in good condition — no frays or exposed wires.

OUTSIDE AREAS

- BBQ grills kept at least 10 ft from the structure and not used on balconies.
- Propane tanks secured upright and stored safely.
- Fire pits and outdoor fireplaces operated per city regulations. (See Section 9-20 in Chapter 9 of Flagler Beach, Florida - Code of Ordinances)
- Driveway and access routes clear for emergency vehicles.

FIRE SAFETY INFORMATION

- Emergency contact numbers posted near main exit.
- Property address and evacuation map posted in a visible location.
- Guests are informed of emergency exits and fire extinguisher locations.
- Fire department access key or lockbox available (if required).

DOCUMENTATION

- Fire inspection records and service tags (alarms, extinguishers, sprinklers if applicable).
- Proof of compliance with Flagler Beach STR registration and inspection requirements.

AFTER YOUR INSPECTION

- If any issues are found, a written report will be provided with a timeline for correction.
- Re-inspections are typically scheduled within 30 days.
- Failure to correct violations may result in fines or suspension of STR approval.

Tips for Success:

- Walk through your property using this checklist before scheduling inspection.
- Test alarms and extinguishers regularly.
- Keep exits clear and visible at all times.
- Contact us if you have questions — we're here to help!

Questions?

Flagler Beach Fire Department – Fire Prevention Division

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Updated 1/14/2026

[illegible]

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, SECTION 2.06.12 “RENTAL UNITS” OF APPENDIX “A,” “LAND DEVELOPMENT REGULATIONS;” AMENDING THE PROCESS AND SCHEDULE FOR FIRE INSPECTIONS OF RESORT DWELLINGS AND RESORT CONDOMINIUMS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 206.12 of the Land Development Regulations currently provides for annual self-inspection by operators of Resort Dwellings and Resort Condominiums; and

WHEREAS, in order to best protect the public health, safety, and welfare, the City Commission has considered a recommendation to adopt a more formal annual inspection process ensuring Resort Dwellings and Resort Condominiums maintain compliance with the National Fire Protection Association Fire Code and the Life Safety Code.

**NOW THEREFORE, BE IT ENACTED BY THE CITY OF FLAGLER BEACH
FLORIDA:**

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein by reference.

Section 2. Appendix “A,” Article 2, Section 2.06.12, “Rental Units,” of the City of Flagler Beach Code of Ordinances, is hereby amended as follows (Note: additions indicated by underline; deletions indicated by ~~strike through~~; and text that shall remain unaltered that is not reproduced here is indicated by ellipses (***)):

Sec. 2.06.12. Rental units.

- (1) *Applicability.* This section shall be applicable to the rental of all dwelling units within the City of Flagler Beach, but shall not apply to hotels, motels, resorts, long-term rentals, or bed and breakfast inns as defined in F.S. § 509.242. This section shall not be taken to authorize the establishment or operation of resort dwellings.

* * *

- (e) At the time an initial application for a Resort Dwelling/Resort Condominium Rental Permit is submitted to the City, the City shall schedule an

inspection of the rental property by the ~~Fire Marshall~~ Fire Inspector or his
designee. The City shall also provide the owner with a ~~Resort Dwelling~~
~~Compliance Regulations Worksheet~~ Pre-Inspection Short-Term Rental
Checklist. ~~Within thirty days prior to the date a Resort Dwelling/Resort~~
~~Condominium Rental Permit expires, each owner shall perform an annual~~
~~self inspection of the rental property and complete the Compliance Regulations~~
~~Worksheet. The Completed Compliance Worksheet shall be provided to the~~
~~City upon application for a renewal of the Resort Dwelling/Resort~~
~~Condominium Rental Permit.~~

One year after the initial fire safety inspection, the Resort Dwelling/Resort
Condominium Rental Permit will be placed on an annual reinspection schedule
by the Fire Inspector. All Resort Dwelling/Resort Condominium Rental
Permits are required to pass an annual fire safety reinspection in order to maintain
compliance under the National Fire Protection Association (NFPA) Fire Code 1
and Life Safety Code 101. The City Commission may, by resolution, adopt an
initial fire safety inspection fee to be paid upon application for a Resort
Dwelling/Resort Condominium Rental Permit and an annual fire safety
reinspection fee to be paid yearly upon reinspection for a Resort
Dwelling/Resort Condominium Rental Permit.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict with this ordinance
are hereby repealed to the extent of such conflict.

Section 4. Codification. The City Planner shall cause the Code of Ordinances of the City
of Flagler Beach to be amended as provided by this Ordinance and may renumber, re-letter, and
rearrange the codified parts of this Ordinance if necessary to facilitate the finding of the law.

Section 5. Severability. Should any word, phrase, sentence, subsection, or section be held
by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then
that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance
and all other words, phrases, sentences, subsections, or sections shall remain in full force and
effect.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its
passage and adoption.

PASSED ON FIRST READING THIS ____ DAY OF _____ 2026.

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PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF FLAGLER BEACH, FLORIDA

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk



Staff Report

City Commission Regular Meeting

February 12, 2026

To: City Commission
From: Lupita McClenning, Planner
Meeting Date: February 12, 2026
Item Name: Ordinance 2026-03. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending Appendix "A", Land Development Regulations, Article II, Zoning; amending Section 2.04.02.9.1 related to barrier island residential development standards; amending lot area, density, and lot width requirements; providing for inclusion in the Code of Ordinances; providing for conflicts; providing an effective date hereof. (First Reading)

Background:

On July 2, 2024, the Planning and Architectural Review Board considered the proposed ordinance and voted unanimously to recommend the City Commission to approve the amendment. Amending the minimum lot width to 50' (fifty feet) aligns with the city plat, eliminating the creation of non-conforming parcels. The minimum lot width of 50' ensures property regulations post-disaster recovery and (any redevelopment) remain compliant with the city's current pattern of development. It was an oversight in the workflow in not advancing the proposed ordinance through legislative channels. However, the ordinance remains relevant.

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends the City Commission approve the ordinance.

Attachments:

1. Ord 2026-03_Barrier Island Density and Dimensions updated 02.06.26

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3 **ORDINANCE NO. 2026-03**
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5 **AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF**
6 **FLAGLER BEACH, FLORIDA, AMENDING APPENDIX "A", LAND**
7 **DEVELOPMENT REGULATIONS, ARTICLE II, ZONING; AMENDING**
8 **SECTION 2.04.02.9.1 RELATED TO BARRIER ISLAND RESIDENTIAL**
9 **DEVELOPMENT STANDARDS; AMENDING LOT AREA, DENSITY,**
10 **AND LOT WIDTH REQUIREMENTS; PROVIDING FOR INCLUSION IN**
11 **THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS;**
12 **PROVIDING AN EFFECTIVE DATE HEREOF.**

13 **WHEREAS,** the City continues to review and update its Land Development Regulations;

14 and

15 **WHEREAS,** as the City implements adjustments it is able to see the impacts of such
16 adjustments and address potential unforeseen conflicts; and

17 **WHEREAS,** in 2022 and 2023, the City made adjustment to the Section 2.04.02.9.1 related
18 to barrier island development standards; and

19 **WHEREAS,** the City has observed that the dimensional and density requirements of said
20 adjustments may cause new development to develop in a manner inconsistent with existing
21 development on the barrier island; and

22 **WHEREAS,** the Planning and Architectural Review Board and City Commission have
23 considered this issue and determined that there is benefit it preserving some aspects of the
24 existing development patterns on the barrier island; and

25 **WHEREAS,** to that end, the City Commission, after recommendation by the Planning and
26 Architectural Review Board finds the amendments included herein to be in the best interest of
27 the City and its residents.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER

BEACH, FLORIDA, AS FOLLOWS:

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Commission pertaining to this Ordinance.

SECTION TWO. Appendix A - Land Development Regulations, Section 2.04.02.9.1 is hereby amended as follows (note, underlined text notates additions, strikethrough text notates deletions, and ellipses (***) notate text which remains unchanged and is not reprinted here:

Section 2.04.02.9.1 - BARRIER ISLAND DEVELOPMENT STANDARDS TABLES.

A. RESIDENTIAL DIMENSIONAL STANDARDS

<u>BARRIER ISLAND</u>			
<u>RESIDENTIAL DEVELOPMENT DIMENSIONAL STANDARDS</u>			
DEVELOPMENT STANDARD	ZONING DISTRICT		
	LOW DENSITY RESIDENTIAL [1]	MEDIUM DENSITY RESIDENTIAL [1]	HIGH DENSITY RESIDENTIAL
Minimum Lot Area (sq. ft.) [1, 2]	6,000 <u>5,000</u> Except Lots of record	7,260-5,000	9,000 <u>10,000</u>
Density/Sq. Ft. Per Dwelling Unit Single-family Minimum Density Per Dwelling Unit	6,000 3,000 Duplex <u>2 Dwelling Units Per</u> Acre	2,400 <u>5 Dwelling Units Per</u> Acre	2,100 <u>18 Dwelling Units</u> Per Acre
Maximum Density (units/acre)	<u>7</u> <u>5</u>	18	20
Minimum Lot Width at Building Setback (ft.)	50	75 <u>50</u>	100
Front Setback (ft.) [3, 4, 5]	20	20	25
Side Setback (ft) [5, 8] Interior side	10% lot width	10%	15%
Street Side (ft) [8]	10	15	15
Rear Setback [6]	10	20	25
Maximum Impervious Surface Ratio (%) (ISR) [9]	65 50 Flood Plain	60 50 Flood Plain	60 50 Flood Plain
Building Height (Ft.) [10]	35	35	35
Rounding Off: When calculating unit density is other than a whole number, the total number of units shall not be rounded to the nearest whole number (e.g. 5.65 u.p.a. = 5 u.p.a./5.35 = 5 u.p.a.).			
FOOTNOTES: Confirm location in Mixed Use District — See Downtown Design Guidelines Mixed Use Overlay District character area development standards. 1 Duplex - 3,000SFT.			

<u>BARRIER ISLAND</u>			
<u>RESIDENTIAL DEVELOPMENT DIMENSIONAL STANDARDS</u>			
DEVELOPMENT STANDARD	ZONING DISTRICT		
	LOW DENSITY RESIDENTIAL [1]	MEDIUM DENSITY RESIDENTIAL [1]	HIGH DENSITY RESIDENTIAL
2	Binding Lots - In all residential zoning districts, landowners may combine one (1) or more lots of records for development purposes. All setbacks shall be computed from the perimeter of new lot boundaries.		
3	Except for properties along Oceanshore Boulevard where the front setback shall be twenty-five (25) feet.		
4	See Sec. 2.05.03.3 Single Family Residential Front Yard Setback Exception.		
5	Irregular shaped lot side setbacks shall be established by noting the mid-point of each side lot line; the setback dimension shall be determined by measuring the distance between the respective side lot line mid-points.		
6	Double street frontage lots (Through Lots) shall apply the same setback to each street frontage or as provided herein.		
7	Single family residential dwellings - when allowed in a more intense residential zoning district (e.g. MDR), shall adhere to the single-family residential development standards.		
8	Twenty feet required; garage or like structure.		
9	See Sec. 5.03.121. - Definitions. Impervious surfaces		
10	See Sec. 2.05.06.2 Building Height Measurement.		

* * *

SECTION THREE. It is the intent of the City Commission of Flagler Beach, and is hereby

provided that the provisions of this ordinance shall be made a part of the Flagler Beach Code;

that the sections of this ordinance may be re-numbered or re-lettered; and that the word

“ordinance” may be changed to “section”, “article”, “chapter” or other appropriate designation

to accomplish such intention.

SECTION FOUR. All ordinances or parts of ordinances in conflict herewith be and the

same are hereby repealed.

SECTION FIVE. This ordinance shall take effect immediately upon passage as provided by

law.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2026.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

CITY OF FLAGLER BEACH, FLORIDA

CITY COMMISSION

Patti King, Mayor

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ATTEST:

Penny Overstreet, City Clerk