

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**BAINEDRIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

The **Regular** meeting of the Board of Supervisors of Bainebridge Community Development District was held on **Thursday, February 20, 2014 at 2:00 p.m.** at the Bainebridge Amenity Center located at 15855 Twin Creek Drive, Jacksonville, FL. 32218.

Present and constituting a quorum:

Bob Porter	<b>Board Supervisor, Chairman</b>
Mark Dearing	<b>Board Supervisor, Assistant Secretary</b>
James Teagle	<b>Board Supervisor, Assistant Secretary</b>
Mark Knowles	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Melissa Dobbins	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
Vince Dunn	<b>District Counsel, Dunn &amp; Associates</b>
Tony Shiver	<b>First Coast CMS</b>
Michael Johnson	<b>ValleyCrest</b>

Audience Members

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Porter called the meeting to order at 2:00 p.m. and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

It was noted for the record that there were no audience comments at this time.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the Board  
of Supervisors' Regular Meeting held  
January 16, 2014**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the minutes of the Board of Supervisors' Regular Meeting held January 16, 2014 for Bainebridge Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Operation and  
Maintenance Expenditures for January  
2014**

On a motion by Mr. Hart, seconded by Mr. Teagle, with all in favor, the Board approved the Operation and Maintenance Expenditures for January 2014 in the amount of \$25,715.66 for Bainebridge Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
Ms. Buchanan presented the Agreement for Engineering Services between Bainebridge CDD and Dunn & Associates, Inc (marked as Exhibit "A").

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the agreement between Bainebridge CDD and Dunn & Associates, Inc. for engineering services for Bainebridge Community Development District.

Ms. Buchanan reviewed that Lennar (Bainebridge 248) is requesting the CDD to sign off on pond easements and a Bill of Sale within Phase 2.

The Board of Supervisors authorized the Chairman to execute Phase 2 documents after a final review.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board authorized the Chairman to execute Phase 2 documents after a final review for Bainebridge Community Development District.

- B. District Engineer  
No report.

- C. First Coast CMS  
Mr. Shiver reviewed his report under Tab 3 of the agenda.

He also updated the Board of Supervisors that Duda Pools has installed handrails in the pool to meet ADA requirements. He has also called Parry Pools to conduct a leak test at a cost of \$500.

- D. ValleyCrest  
Mr. Johnson reviewed the report under Tab 4 of the agenda.

E. District Manager

Ms. Dobbins noted that the next meeting for the Board of Supervisors will be held on March 20, 2014 at 2:00 p.m. at the amenity center.

Ms. Dobbins updated the Board of Supervisors that Eco Management cleared out most of the pond vegetation, but there were a few dead trees that were left behind some of the newly built homes. Mr. Porter requested the information so that DR Horton can review the issue further.

Ms. Dobbins also reviewed for the Board of Supervisors that the CDD has not received the December 1<sup>st</sup> and February 1<sup>st</sup> Operation and Maintenance payments from Bainebridge 248. The Board of Supervisors directed District Counsel to contact them regarding the outstanding debt.

**SIXTH ORDER OF BUSINESS**

**Consideration of Web Watch Dogs  
Warranty Renewal**

Ms. Dobbins stated that the warranty renewal covers all the security camera equipment.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved a one-year warranty renewal from Web Watch Dogs in the amount of \$225 for Bainebridge Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Update on Engineer's Inspection of Ponds**

Mr. Dunn reviewed the report under Tab 6. After discussion, the Board of Supervisors directed Mr. Dunn to produce a scope of services based on their recommendations and bid out the work to be reviewed at the next meeting.

**EIGHTH ORDER OF BUSINESS**

**Update on Roadway Repairs**

Mr. Porter updated the Board of Supervisors that the report regarding the roads come back and showed that they were in worse condition than was originally thought and that the cost of repairs are estimated to be higher than previously thought. He is trying to set up an appointment with the city to review the report and inform them that the District and the builders will contribute to the cost, but that they need to contribute to fixing the roadways as well.

**NINTH ORDER OF BUSINESS**

**Audience Comments and Supervisor  
Requests**

There was a question regarding the missing sign letters.

Mr. Shiver updated the Board of Supervisors that the letters should be installed by the end of next week.

TENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adjourned the meeting at 2:22 p.m. for Bainebridge Community Development District.



Secretary/Assistant Secretary



Chairman/Vice Chairman

# Exhibit “A”

## **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between:

**BAINEBRIDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Jacksonville, Duval County, Florida (“**District**”); and

**DUNN & ASSOCIATES, INC.**, a Florida corporation, with a mailing address of 8375 Dix Ellis Trail, Suite 102, Jacksonville, Florida 32256 (“**Engineer**”).

### **RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, the District solicited proposals to provide professional engineering services for the District in accordance with Sections 190.033 and 287.055, *Florida Statutes*, and ultimately selected Engineer as the highest ranked firm; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, surveying, planning, landscaping, construction administration, environmental management and permitting, financial and economic studies, as defined by separate work authorizations; and

**WHEREAS**, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services;

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

#### **ARTICLE 1. SCOPE OF SERVICES**

- A. The Engineer will provide general engineering services, including:
1. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.

2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  3. Any other items requested by the Board of Supervisors.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
  2. Processing of contractor's pay estimates.
  3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  4. Final inspection and requested certificates for construction including the final certificate of construction.
  5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  6. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**ARTICLE 2. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a "**Work Authorization**" which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

**ARTICLE 3. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount - The District and the Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee

professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

- B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Schedule A**.

**ARTICLE 4. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

**ARTICLE 5. TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to its terms.

**ARTICLE 6. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a mutually agreeable lump sum amount for the special consulting services. Such amounts shall be payable upon receipt of an invoice demonstrating completion of such services.

**ARTICLE 7. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.



**ARTICLE 8. OWNERSHIP OF DOCUMENTS.**

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District upon full payment of all monies owed to Engineer and shall be considered work for hire.
  
- B. The Engineer shall deliver all Work Product to the District upon full payment of all monies owed to Engineer. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
  
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**ARTICLE 9. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**ARTICLE 10. INDEPENDENT CONTRACTOR.** Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of District. Engineer shall not have authority to hire persons as employees of District.

**ARTICLE 11. REUSE OF DOCUMENTS.** Unless otherwise agreed to in a separate Work Authorization, all documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service, and are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**ARTICLE 12. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**ARTICLE 13. INSURANCE.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one year after the completion or termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Workers' Compensation and Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written

notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

**ARTICLE 14. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 15. AUDIT.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

**ARTICLE 16. INDEMNIFICATION.** The Engineer agrees to indemnify and hold the District and the District's officers and staff wholly harmless from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and staff to the extent caused by negligent, reckless, or intentionally wrongful acts or omissions by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement. Liability under this indemnity provision, for any services conducted by Engineer in connection with any activities covered by Section 725.06, *Florida Statutes*, shall in no event exceed the sum of \$1,000,000 (or such other amount set forth in a separate Work Authorization), which amount the Engineer agrees bears a reasonable commercial relationship to the Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law. Unless otherwise expressly agreed in writing for any particular project pursuant to a separate Work Authorization, neither the District nor the Engineer shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services under this Agreement, and this mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

**ARTICLE 17. PUBLIC RECORDS.** The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein.

**ARTICLE 18. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**ARTICLE 19. CONTROLLING LAW; JURISDICTION AND VENUE.** Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Duval County, Florida.

**ARTICLE 20. ASSIGNMENT.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**ARTICLE 21. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**ARTICLE 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to:

**If to District:** Bainebridge Community Development District  
2806 N. Fifth Street, Unit 403  
St. Augustine, Florida 32084  
Attn: Melissa Dobbins

**With a copy to:** Hopping Green & Sams P.A.  
119 South Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Katie S. Buchanan

**If to Engineer:** Dunn & Associates, Inc.  
8375 Dix Ellis Trail, Suite 102  
Jacksonville, Florida 32256  
Attn: Vincent J. Dunn

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**ARTICLE 23. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

**ARTICLE 24. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

**ARTICLE 25. INDIVIDUAL LIABILITY.** UNDER THIS AGREEMENT, AND PURSUANT TO SECTION 558.0035, *FLORIDA STATUTES*, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**BAINBRIDGE COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**DUNN & ASSOCIATES, INC.**, a Florida corporation

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Its: \_\_\_\_\_

**Schedule A: Hourly Rates**

**SCHEDULE A**

**Dunn & Associates, Inc.**

**Rate Schedule**

---

February 14, 2014

Hourly Rates

Principal	\$165.00
Senior Engineer (P.E.)	\$130.00
Engineer (E.I.) and Senior Designer	\$110.00
Senior CADD Technician	\$80.00
CADD Technician	\$65.00
Construction Inspector	\$80.00
Clerical	\$45.00