



# **City of Palm Coast**

## **Agenda**

### **City Council Workshop- AMENDED AGENDA**

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
[www.palmcoastgov.com](http://www.palmcoastgov.com)

***Mayor Milissa Holland***  
***Vice Mayor Steven Nobile***  
***Council Member Robert G. Cuff***  
***Council Member Nick Klufas***  
***Council Member Heidi Shipley***

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**Tuesday, October 10, 2017**

**9:00 AM**

**Community Wing**

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**City Staff**

**Jim Landon, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are televised on Charter Spectrum Networks Channel 495 and on AT&T U-verse Channel 99.
- > All pagers and cell phones are to remain OFF while City Council is in session.

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE TO THE FLAG**

**C. ROLL CALL**

**D. PUBLIC PARTICIPATION**

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on topics on the workshop agenda or any topic or proposition not on the agenda, shall come to the podium and state their name. Each speaker will have up to three (3) minutes each to speak. The Mayor will advise when the three (3) minutes are up and the speaker will be asked to take a seat and wait until all public comments are finished to hear answers to all questions. Once all members of the audience have spoken, the Mayor will close public participation and no other questions/comments shall be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the

record. If anyone is interested in discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

**E. PRESENTATIONS**

- 1. RESOLUTION 2017-XX APPROVING A CONTRACT WITH SIEG & AMBACHTSHEER, INC. FOR STORMWATER DRAINAGE SYSTEM IMPROVEMENTS**

**F. WRITTEN ITEMS**

- 2. RESOLUTION 2017-XX APPROVING DESIGN CONSTRUCTION FOR WELLFIELD EXPANSION**
- 3. RESOLUTION 2017- XX PIGGYBACKING CLAY COUNTY UTILITY AGREEMENT WITH SENSUS METERING**
- 4. RESOLUTION 2017-XX INFORMATION & TECHNOLOGY PURCHASE OF SUPPLIES FOR FISCAL YEAR 2017-2018**
- 5. RESOLUTION APPROVING WAGE ARTICLE WITH THE PALM COAST LABORERS' UNION**
- 6. RESOLUTION 2017-XXX APPROVING PIGGYBACKING CONTRACTS AND PURCHASE ORDERS FOR FLEET VEHICLES AND EQUIPMENT AS APPROVED IN THE FISCAL YEAR 2018 BUDGET**

**G. PUBLIC PARTICIATION**

Remainder of Public Comments

**H. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

**I. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

**J. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

**K. ADJOURNMENT**

- 7. CALENDAR/WORKSHEET**

- 8. ATTACHMENTS TO MINUTES**



# City of Palm Coast, Florida

## Agenda Item

Agenda Date:10/10/2017

<b>Department</b>	Construction Management & Engineering	<b>Amount</b>	\$888,250.00
<b>Item Key</b>		<b>Account</b>	# 54205511-063000-55001
<b>Subject</b>	RESOLUTION 2017-XX APPROVING A CONTRACT WITH SIEG & AMBACHTSHEER, INC. FOR STORMWATER DRAINAGE SYSTEM IMPROVEMENTS		
<b>Background :</b> The Surface Water Control Structures known as L-1 located on the Little Waterway and K-1 located on the Sesame Waterway, is being replaced as a Flood Mitigation Cost Share Project with the St John's River Water Management District. In addition to these projects W-1 on the Walker Waterway will be rehabilitated as well. On several occasions, repairs were made to all the gates and structures to temporarily reinforce them. Reconstruction of these facilities will enhance the surface water control, reduce upstream flooding, protect downstream infrastructure, reduce downstream erosion of both waterways, improve their efficiencies and bring them up to current standards.  Bids were duly and properly advertised for Invitation to Bid ITB-CD-CME-17-61, for all three reconstruction projects. Four (4) bids were received on September 20, 2017, from bidders who were considered responsive and responsible. The low bidder was Sieg & Ambachtsheer, Inc of Deland, FL, with the low bid amount of \$807,500.00.  The project consists of replacing the current weirs and gates with our standard weir design which includes a downward opening gate to increase water control efficiency, and adding electric gate control equipment and a Supervisory Control and Data Acquisition (SCADA) System. This project will also include improvements to the banks and maintenance landscaping of the surrounding canal area. Contract construction time is two hundred seventy (270) days.  The nature of the earthwork and construction for this project is subterranean and underwater. It is very expensive to account for every unknown circumstance or condition that may be present, and those conditions are generally not discovered until after construction has begun. Based on past experience with similar construction projects, staff is requesting the 10% contingency (\$80,750.00) be approved so that any unforeseen circumstances and/or unknown conditions can be change ordered into the contract and not cause a time delay in the project.			
SOURCE OF FUNDS WORKSHEET FY 2017 <b>STORMWATER 54205511-063000-55001</b>			
City Funds		\$	990,000.00
Cost Share Funds		\$	700,000.00
Total Expenses/Encumbered to date		\$	
Pending Work Orders/Contracts		\$	
Current Work Order		\$	888,250.00
		\$	801,750.00
<b>Recommended Action :</b> RESOLUTION 2017-XX APPROVING A CONTRACT WITH SIEG & AMBACHTSHEER, INC IN THE AMOUNT OF \$888,250.00 INCLUDING A 10% CONTINGENCY FOR RECONSTRUCTION OF THE WATER CONTROL STRUCTURES (SWCS) KNOWN AS L-1 ON THE LITTLE WATERWAY, K-1 ON THE SESAME WATERWAY AND W-1 ON THE WALKER WATERWAY.			

**RESOLUTION 2017 - \_\_\_\_**  
**REHABILITATION SURFACE WATER CONTROL**  
**STRUCTURES L-1, K-1 AND W-1**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH SIEG & AMBACHTSHEER, INC. FOR THE REHABILITATION OF THE SURFACE WATER CONTROL STRUCTURES KNOWN AS L-1, K-1 AND W-1; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sieg & Ambachtsheer, Inc. desires to provide construction services and material to rehabilitate the Surface Water Control Structures known as L-1 on the Little Waterway, K-1 on the Sesame Waterway and W-1 on the Walker Waterway for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to contract with Sieg & Ambachtsheer, Inc. for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Sieg Ambachtsheer, Inc. as referenced herein and attached hereto as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 17<sup>h</sup> day of October 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – Contract with Sieg & Ambachtsheer, Inc.

Approved as to form and legality

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

**COST-SHARE AGREEMENT  
BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND CITY OF PALM COAST**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF PALM COAST ("Recipient"), 160 Lake Avenue, Palm Coast, Florida 32164. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

**RECITALS**

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2017-2018 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its June 2017 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Flood Control Structures L1 & K1 Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

# 1. **TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2018 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before July 2, 2018. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 45 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 45 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction which is eligible for District reimbursement, does not begin before June 30, 2018, or if the first invoice for non-construction projects is not submitted by June 30, 2018, the cost-share agreement will be subject to termination and the funds subject to reallocation.

# 2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

# 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

# 4. **AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient 100% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$700,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

## 5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by email to [acctpay@sjrwmd.com](mailto:acctpay@sjrwmd.com). The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$700,000.00, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

- (f) **Payments withheld.** The District 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 District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) 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.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the Insurance attachment to the Agreement.
7. **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 District's Governing Board; (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 District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
8. **PROJECT MANAGEMENT**
- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five 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; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT  
Derek Busby, Project Manager  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2571  
Phone: 386-329-4459  
Email: dbusby@sjrwmd.com

RECIPIENT  
Brian Matthews, Project Manager  
City of Palm Coast  
2 Utility Drive  
Palm Coast, Florida 32137  
Phone: (386) 986-2353  
Email: bmatthews@palmcoastgov.com

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

## 9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Director within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

- 10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, not shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

## 11. **FAILURE TO COMPLETE PROJECT**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.



12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

#### **ADDITIONAL PROVISIONS (Alphabetical)**

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

#### **14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient 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 contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, 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 or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **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 under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CITY OF PALM COAST

By: Wendy L. Cox  
Ann B. Shortelle, Ph.D., Executive Director  
(or designee)

By: Jim Landon  
Jim Landon, City Manager

Typed Name and Title

Date: 9/1/17

Date: 8/3/17

Attest: Virginia A. Smith

Virginia A. Smith, City Clerk/Paralegal

Typed Name and Title

Attachments:  
Attachment A — Statement of Work  
Attachment B — Project Progress Report Form  
Attachment C — District Supplemental Instructions Form

**ATTACHMENT A - STATEMENT OF WORK  
CITY OF PALM COAST  
FLOOD CONTROL STRUCTURES L1 & K1**

**I. INTRODUCTION/BACKGROUND**

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2017-2018 to develop and implement resource and water supply development projects and promote conservation. On June 13, 2017, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Palm Coast (Recipient) requested funding for their Flood Control Structures L1 & K1 for the not to exceed amount of \$700,000, towards the estimated construction cost of \$700,000. This request was approved by the Governing Board. The Recipient is located in Flagler County.

**II. OBJECTIVES**

The objective of this contract is to provide cost share dollars that will enable the Recipient to provide flood protection to residential neighborhoods while protecting regional natural systems. By enhancing the ability to control flood waters via updated and more effective water management control structures the Recipient will be able to create additional storage and retention of stormwater within the Recipient's stormwater system. The rehabilitation and updating of these structures will also protect natural systems by allowing for longer upstream hold times. This provides benefits to the shallow aquifer, local wetlands as well as providing additional nutrient reduction.

**III. SCOPE OF WORK**

The project will reconstruct, rehabilitate and upgrade both the L1 and K1 structures weirs to their original functionality. Electro-mechanical slide gates will be installed which will be controlled and monitored by a Supervisory Control and Data Acquisition (SCADA) system that will monitor and record water elevations and provide remote control of the electric actuator on the weir gate. The gate at L-1, will have an elevation range 18.0' to 22.0', (typically set at 21.5' or slightly lower to account for the normal base flow) and the gate at K-1, will have an elevation range of 16.0' to 21.0' (typically set at 20.5' or slightly lower to account for normal base flow).

**IV. PROJECT ADMINISTRATION AND DELIVERABLES**

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include:
  - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction to include on-going work that represents the time-period being invoiced.
  - Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task.
  - Construction plans, specifications, and contract documents for the site work must be made available upon request;
  - Written verification that the record drawings and any required final inspection reports for the project are received.
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District's Budget Director at [mlcourt@sjrwmd.com](mailto:mlcourt@sjrwmd.com);
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

## V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2018. The projected schedule is as follows:

<b>Task Description</b>	<b>Anticipated Start Date</b>	<b>Anticipated Completion Date</b>
Replacement of L1 & K1 Control Structures	1/31/2018	9/30/2018

## VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient one hundred percent (100%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$700,000.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2017.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Director within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Director is [mlcourt@sjrwmd.com](mailto:mlcourt@sjrwmd.com). The Recipient shall submit a final project report

within 15 days of Final Completion and acceptance by City of Palm Coast detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement

FY 17-18 (10/1/2017 – 9/30/2018)

<b>Description</b>	<b>Estimated Task Amount</b>	<b>Estimated Reimbursement Amount</b>
Replacement of L1 & K1 Control Structures	\$700,000	\$700,000

**ATTACHMENT B  
PROJECT PROGRESS REPORT**

**St. Johns River Water Management District  
Project Progress Report**

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

**Report Number:** \_\_\_\_\_

**Contract/Project Identification**

Project Name:	Flood Control Structures L1 & K1 Project			
Recipient:	City of Palm Coast			
SJRWMD Contract Number:	31841	SJRWMD Project Manager:	Derek Busby	
		Recipient's Project Manager:	Brian Matthews	

**Construction Schedule**

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	
Contract Expiration (mm/dd/yy):	

**Reporting Period**

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

**Cost-Share Budget**

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

**Spend-Down Plan**

**Fiscal Year 1**

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

**Fiscal Year 2**

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

**Project Readiness and Update Tracking**

Project Phase	App - Complete %	Revised- Complete %	Start Date	Completion Date	Notes: Anticipated Deviations from schedule
Planning					
Design					
Permitting					
Bidding & Award					
Construction					

**Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:**

Task Number	Tasks/Milestones/Deliverables	Start Date	Projected Finish Date	Complete %

**Project Update including problems, issues and solutions:**

--

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Brian Matthews  
City Of Palm Coast  
160 LAKE AVENUE  
PALM COAST, FL 32164

FROM: Derek Busby, Project Manager

CONTRACT NUMBER: 31841

CONTRACT TITLE: City of Palm Coast Flood Control Structures L1 & K1

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. N/A’S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

- DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

**N/A’s approval: (choose one of the items below):**

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

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

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

(N/A agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Derek Busby, District Project Manager

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol Miller, District Senior Procurement Specialist

c: Contract file  
Financial Services





Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-CD-CME-17-61 L-1 And K-1 Surface Water Control Structure

**Date:** September 25, 2017

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on September 27, 2017

Firm	Bid
<b>Sieg &amp; Ambachtsheer, Inc.</b> Deland, FL	<b>\$807,500.00</b>
<b>S.E. Cline Construction, Inc</b> Palm Coast, FL	\$853,868.50
<b>Petticoat-Schmitt Civil Contractors, Inc.</b> Jacksonville, FL	\$1,283,600.00
<b>Brothers' Construction, Inc.</b> Stuart, FL	\$1,385,500.00

The intent of the City of Palm Coast is to award ITB-CD-CME-17-61 to Sieg & Ambachtsheer.

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.*

*A proposer may protest matters involving the award of this bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaigout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*

*Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.*



please recycle

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

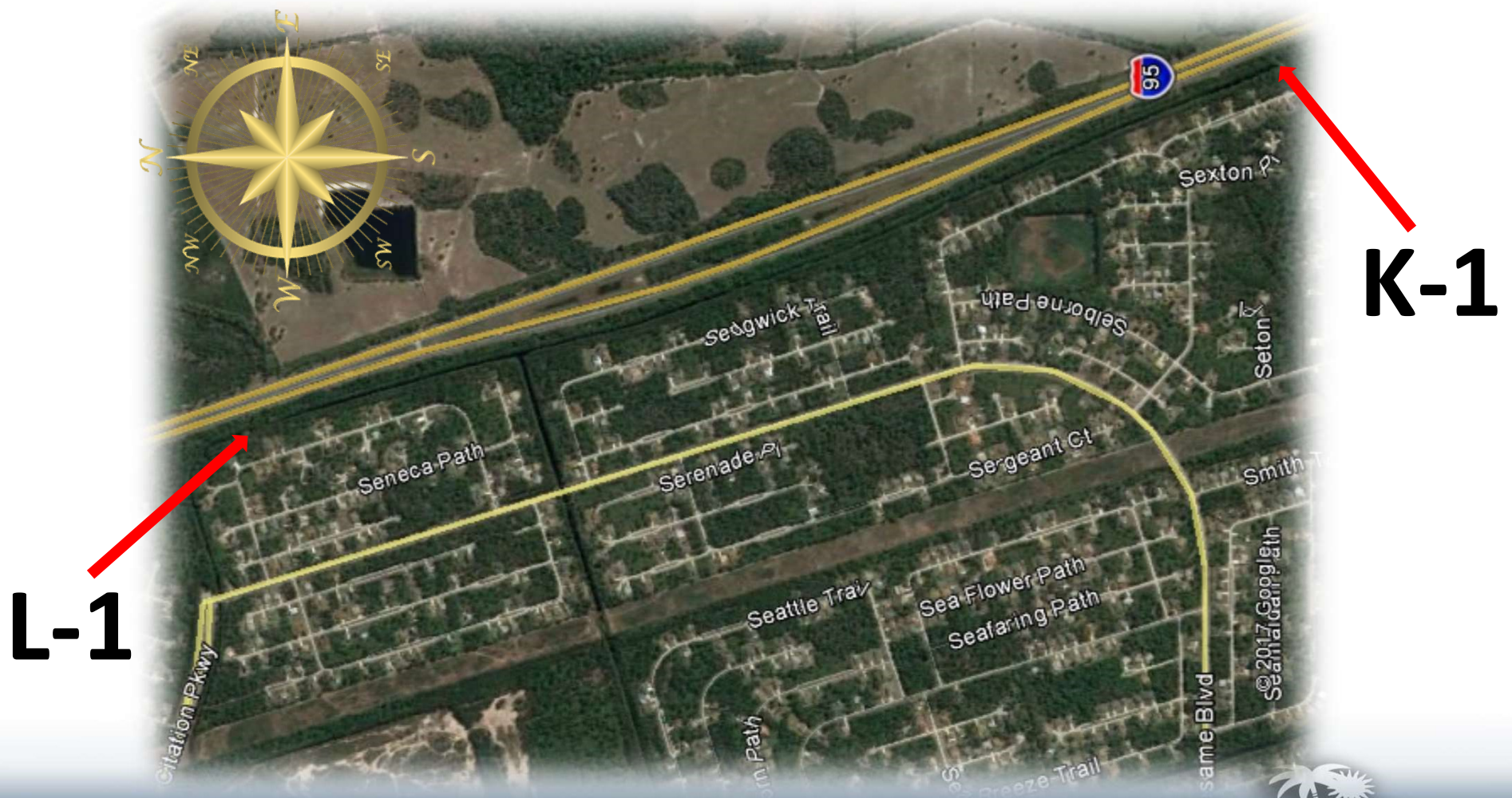


# ITB-CD-CME-17-61 - L-1 AND K-1 SURFACE WATER CONTROL

## Scoring Summary

### Active Submissions

Supplier	Total / 100 pts	Bid Forms Pass/Fail	Bid Bond Pass/Fail	Pricing / 100 pts
SIEG & AMBACHTSHEER, INC.	100 pts	Pass	Pass	100 pts (\$807,500.00)
S.E. Cline Construction, Inc.	94.57 pts	Pass	Pass	94.57 pts (\$853,868.50)
Petticoat-Schmitt Civil Contractors, Inc.	62.91 pts	Pass	Pass	62.91 pts (\$1,283,600.00)
Brothers' Construction, Inc.	58.3 pts	Pass	Pass	58.3 pts (\$1,385,000.00)



## L-1 AND K-1 GENERAL LOCATIONS

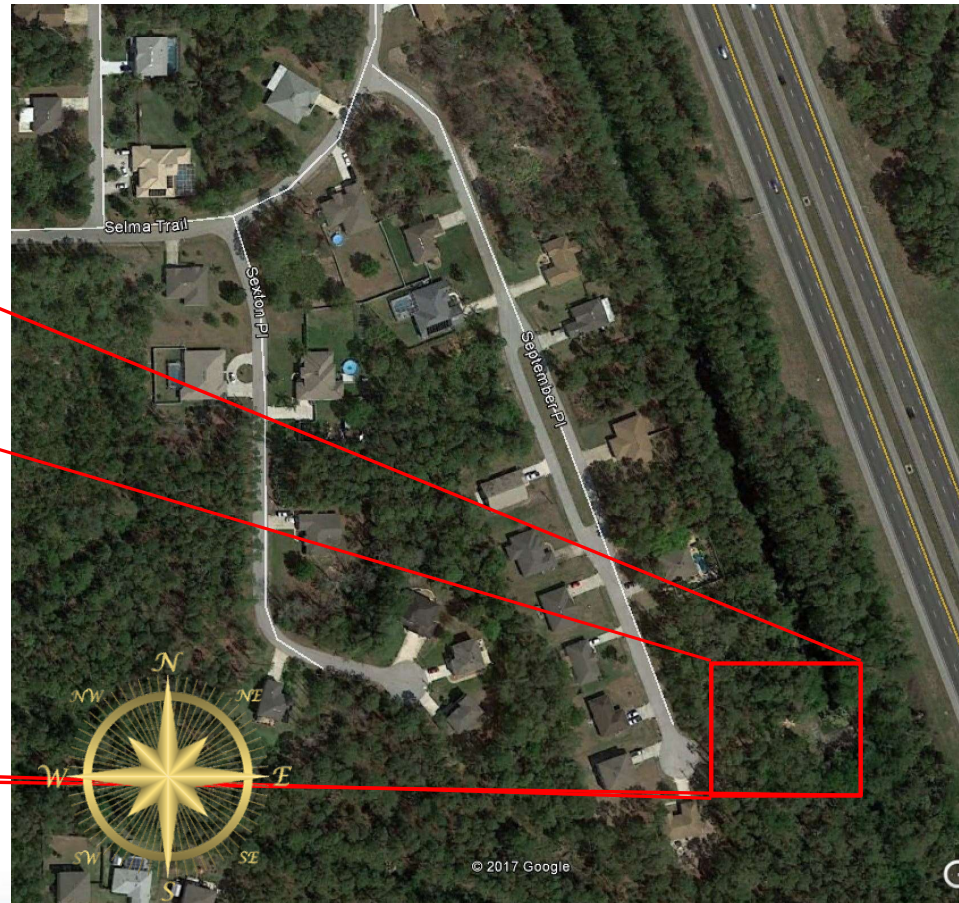




L-1 SPECIFIC LOCATION — 19 SENTINEL TRAIL



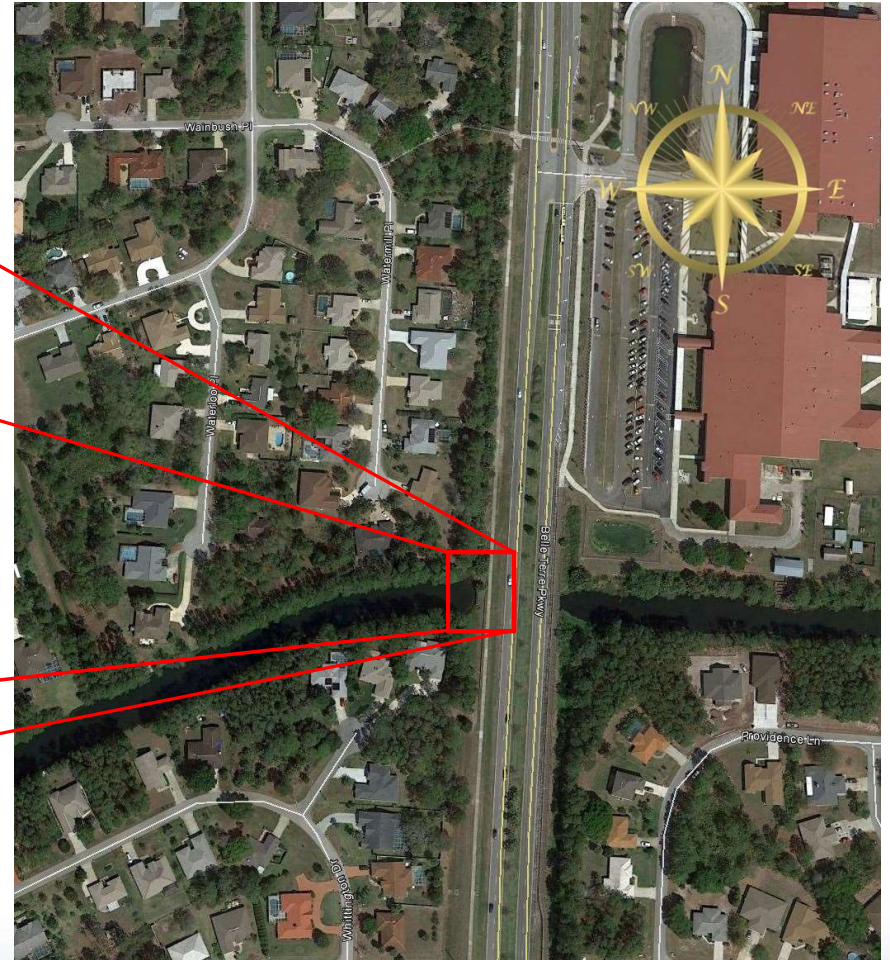




K-1 SPECIFIC LOCATION – 25 SEPTEMBER PLACE







W-1 — 4403 BELLE TERRE PARKWAY



# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 10/10/2017 9:00:00 AM

<b>Department</b>	CONSTRUCTION MANAGEMENT & ENG.	<b>Amount</b>	\$185,595
<b>Item Key</b>		<b>Account#</b>	54029088-063000-81019
<b>Subject</b>	RESOLUTION 2017-XX APPROVING DESIGN CONSTRUCTION FOR WELLFIELD EXPANSION		

**Background :**  
The City of Palm Coast is in the process of expanding the water supply by outfitting five wells and constructing raw water mains in the south zone of the City, which provides raw water to Water Treatment Plant 2. This work is required to provide the necessary source water to the treatment facility to meet current and future demand.

Phase 1 was recently completed, and consisted of the installation of a raw water main on Seminole Woods Boulevard. Currently, Phase 2 construction is being completed and includes the installation of a raw water main on Sesame Boulevard, pump installations and equipment for five wells. Phase 3 will provide three additional wells and raw water mains to complete the expansion of the Southern Wellfield for Water Treatment Plant 2.

McKim and Creed provided the engineering services for the design and construction of Phase 1 and Phase 2. They are familiar with this project. Staff recommends retaining McKim and Creed for design and construction engineering services for Phase 3. Work will be performed on an hourly rate basis, for a fee not-to-exceed \$185,595.00. Funds for this project are budgeted in the Utility 5-year Capital Plan.

<b>SOURCE OF FUNDS WORKSHEET FY 2018</b>	
<b>Utility Capital Project- 54029088-063000-81019</b>	<b>\$2,880,000.00</b>
Total Expenses/Encumbered to date	\$
Pending Work Orders/Contracts	\$
Current Contract	\$ 185,595.00
Contingency	\$
<b>Balance</b>	<b>\$2,694,405.00</b>

**Recommended Action :**  
Adopt Resolution 2017-XXX approving a work order with McKim & Creed, Inc., in an amount not-to-exceed \$185,595.00, for engineering design and construction services for the Southern Wellfield Expansion, Equip 3 Wells and install a New Raw Water Main.





**RESOLUTION 2017-\_\_\_\_\_**  
**WORK ORDER WITH MCKIM & CREED, INC.,**  
**SOUTHERN WELLFIELD EXPANSION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN ADDENDUM TO THE WORK ORDER ISSUED TO MCKIM & CREED FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE SOUTHERN WELLFIELD EXPANSION, EQUIP LW-83, LW-84, LW-85 AND A NEW RAW WATER MAIN PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** McKim & Creed is currently engaged in a continuing services agreement to provide engineering services to the City of Palm Coast; and

**WHEREAS,** the City Council of the City of Palm Coast desires to issue a work order to McKim & Creed for the design and construction of the Southern Wellfield Expansion, Equip LW-83, LW-84, LW-85 and a Raw Water Main project.

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

**SECTION 1. APPROVAL OF WORK ORDER.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to McKim & Creed, as attached hereto and incorporated herein by reference herein by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the work order as depicted in Exhibit “A.”

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 17th day of October 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order with McKim & Creed

Approved as to form and legality

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



# WORK ORDER-

## City of Palm Coast (Buyer)

Purchase Order #: \_\_\_\_\_

<b>Vendor Name:</b> McKim & Creed	<b>Date:</b> 7/28/17
<b>Address:</b> 139 Executive Circle, Suite 201	<b>Bid #:</b> RFQ-PW-U-14-05
<b>City, State &amp; Zip:</b> Daytona Beach, FL 32114	<b>Project:</b> Southern Well Field Expansion, Equip Wells LW-83, LW-84, LW-85 and a New Raw Water Main- Phase 3 Engineering Services 3/18/2014 <b>Council Approval Date:</b>

**Email Invoices to:**

AP@Palmcoastgov.com

**Total Cost:** \$ 185,595.00

**ATTACHMENTS TO THIS WORK ORDER:**

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Description of Services  
Drawings/Plans/Specifications  
Special Conditions  
Rate Schedule

**METHOD OF COMPENSATION:**

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Fixed Fee Basis  
Not To Exceed  
Unit Price

**TIME FOR COMPLETION:** The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by August 31, 2017. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

(THIS SECTION TO BE COMPLETED BY THE CITY)

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

### VENDOR APPROVAL

Officer with Corporate Signatory Authority \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**WITNESS:**

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

### CITY OF PALM COAST APPROVAL

Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_  
ASED DIRECTOR OR DESIGNEE

**CITY OF PALM COAST  
SOUTHERN WELL FIELD EXPANSION  
EQUIP WELLS LW-83, LW-84, LW-85 AND A NEW RAW  
WATER MAIN- PHASE 3**

**PROPOSAL FOR DESIGN, PERMITTING,  
BIDDING, AND CONSTRUCTION SERVICES**

**I.     INTRODUCTION**

The City of Palm Coast Utility Department, CITY, desires to make additional improvements to the existing raw water supply system within the southern section of the City. Currently, there are three (3) wells that will be or have been recently drilled and cased; LW-83; LW- 84; LW-85. Two (2) wells (LW-83, LW-84) are/will be located within an FPL transmission easement, north of Sesame Boulevard. Discharge from these two (2) wells will be directed to a new 8-inch raw water main which will lie within the westerly portion of an FPL easement and connect to an existing 12" x 8" tee on Sesame Boulevard. The third well (LW-85) will be located south of Sesame Boulevard within a drainage easement located adjacent to the Seminole Waterway.

**II.    OBJECTIVE**

The objective of this proposal is to provide engineering services for the design, permitting, bidding, and construction services in order to equip three (3) Upper Floridan Aquifer wells and install, at a minimum, 4,500 feet of raw water main north of Sesame Boulevard and 1,200 feet of raw water main south of Sesame Boulevard.

The CONSULTANT shall coordinate all work activities through the following CITY staff:

Richard Adams - Utility Director  
Steve Flanagan - Community Development Director  
Mary Kronenberg - Project Coordinator

**III.   SCOPE OF WORK**

The CONSULTANT shall provide design, permitting, bidding, and construction services during construction for the Southern Well Field Expansion: Equip Wells LW-83, LW-84, LW-85 and a new raw water main. A detailed listing of the Scope of Services is listed below.

### **Task 1: Project Kickoff and Data Collection**

- CONSULTANT shall develop project documents that will include project setup, project schedule, hard and electronic filing systems, and conduct internal kickoff meeting with the design team. Management of the project will also be included with this task.
- CONSULTANT shall conduct a Project Kickoff Meeting with CITY staff to discuss the overall project scope, approach, and schedule. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the kickoff meeting. Key team members will be identified and procedures for communication and data collection will be established. Meeting minutes will be prepared by CONSULTANT and distributed to meeting attendees.
- CONSULTANT shall work with the CITY to coordinate gathering any existing drawings or other data that is pertinent to the design of the Project.

### **Task 2: Design Services**

- CONSULTANT shall perform a topographic survey of the new raw water main from Seven Oaks Waterway to Sesame Boulevard within an existing FPL easement.
- CONSULTANT shall perform a topographic survey of the new raw water main from Seminole Waterway to Sesame Boulevard within the right-of-way of Smith Trail.
- CONSULTANT shall perform a survey that will establish the limits of fencing at each well site (3).
- CONSULTANT shall conduct a computer analysis of the proposed and existing raw water manifold in order to determine pumping heads and flows for the proposed three (3) wells.
- CONSULTANT shall prepare the Project Manual to incorporate the latest front end documents and technical sections.
- CONSULTANT shall prepare 60%, 90% and 100% design drawings and will review the 60% and 90% Drawings with CITY staff. Comments and input from staff will be incorporated into the Contract Documents.
- CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost for the project. This information shall be presented to CITY staff for review at the 60%, 90%, and 100% design review stages.
- CONSULTANT shall prepare an easement required such that installation of the raw water main within the FPL easement may be possible.

- CONSULTANT shall include the services of a Geotechnical firm in order to perform soil testing along the proposed route of the new raw water main.
- CONSULTANT shall include the services of an Environmental SUB-CONSULTANT to perform a wetlands and a preliminary wildlife evaluation. The area will be observed on transects of convenience to document cover types and document readily-observable wildlife in an effort to identify if protected species are present. A plant survey is not included in this Scope of Services.
- CONSULTANT shall provide electronic files of the Drawings and Project Manual to the CITY that is suitable for placement on the CITY's website for bidders and suppliers.

### **Task 3: Prepare Permit Applications**

- CONSULTANT shall prepare and submit signed and sealed well site plans to the CITY for the Commercial Site Development permit application. CITY staff will submit the plans for review.
- CONSULTANT shall prepare and submit a construction permit application to the Florida Department of Environmental Protection (FDEP). Response to one (1) Request for Additional Information (RAI) will be included in the proposal.
- All permit fees will be paid by the CITY.
- Task Nos. 1, 2 and 3 must be completed and submitted to the Utility Director within 120 days of the issuance of Notice to Proceed or Purchase Order.

### **Task 4: Negotiation and Bidding Services**

- CONSULTANT shall prepare and distribute the contract documents for the raw water main and equipping the 3 well sites and assist CITY staff in bidding the construction of the project.
- CONSULTANT shall schedule a pre-bid meeting to discuss the Project with prospective Contractors and answer questions they may have about the Project. CONSULTANT shall prepare and distribute any necessary clarifications or addenda during the bidding phase to all prospective bidders.
- CONSULTANT shall attend the bid opening, review and evaluate the bids for this Project, prepare a Bid Tabulation, and provide a Letter of Recommendation of Award.

#### **Task 5: Post Design Construction Services**

- CONSULTANT shall advise and consult with the CITY for post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
- For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of 180 (one hundred eighty) days, or 150 (one hundred fifty) days from the date of the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the CITY and the Contractor.
- CONSULTANT shall attend and represent the CITY at preconstruction, progress, and project closeout meetings with the Contractor, surveyors, layout personnel and construction quality control testing personnel. CONSULTANT will also review and monitor Contractor's construction schedule and advise the CITY of any anticipated project delays and/or early completion indicated through such review and through construction progress observation.
- CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents.
- CONSULTANT shall provide one (1) signed and sealed set of plans and one (1) electronic copy to CITY staff for the CITY's Commercial Site Development Review Permit application. CONSULTANT will not be required to submit utilization plans direct to the CITY Building Department.
- CONSULTANT shall provide one (1) signed and sealed set and one (1) electronic copy of plans to the Contractor for City Building Permit requirements. Contractor to submit to the City Building Department.
- CONSULTANT shall retain the services of a Geotechnical firm in order to perform soil density testing of the backfill along the route of the raw water main.
- CONSULTANT shall retain the services of a Geotechnical firm in order to perform compressive tests on concrete cylinders taken for the well piers and any concrete driveways at each well site.

- CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as interpreter of the terms and conditions of the Contract Documents and judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.
- Based on CONSULTANT's on-site observations as an experienced and qualified design professional and review of the Contractor's applications for payment, supporting data, and information received from the CITY, CONSULTANT shall determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations shall constitute representations to the CITY, that are expressions of CONSULTANT's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents.
- CONSULTANT shall make periodic visits to the work site to observe the progress and report to the CITY as to the amount of work completed, the overall quality of executed work, and observed impediments to the successful contract completion. CONSULTANT shall not be required to make exhaustive or continuous on-site observations as to the quality or quantity of completed work; CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions incidental thereto. CONSULTANT's efforts will be directed toward providing assurance to the CITY that the completed project will substantially conform to the contract, plans, and specifications, but CONSULTANT shall not be responsible for the Contractor's failure to perform the construction work in accordance with said documents. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.
- CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible



for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.

- CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.
- CONSULTANT shall review Contractor provided record drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. CONSULTANT shall coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation. CONSULTANT shall also prepare and furnish to the CITY one, set of signed and sealed Record Drawings and one electronic copy (AutoCAD format) of the record drawings showing those changes made during the construction based on the data noted above. CONSULTANT will prepare statements of completion (qualified if necessary) certifying completion of the work, and submit statements in accordance with the Contract Documents, regulatory agencies, and CITY requirements.
- CONSULTANT shall provide certification of the project to FDEP.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.
- CONSULTANT, through its survey SUB-CONSULTANT, shall establish construction control points on the drawings for the Contractor's use during construction. CONSULTANT is not responsible for laying out the Contractor's work.
- This proposal includes SUB-CONSULTANT services for geotechnical testing (construction quality control), surveying, and environmental services. CONSULTANT shall coordinate with all the SUB-CONSULTANTS during construction.
- No other SUB-CONSULTANT services are included.

#### **IV. FEES AND BILLING**

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the base contract between CONSULTANT and the CITY. Expenses for SUB-CONSULTANTS, printing, travel, telephone and all other related changes have been estimated and included in the above not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed \$185,595.00. A Fee Matrix showing the estimated hours and the rates is attached for your review.

**FEE MATRIX**  
**CITY OF PALM COAST**  
**MAY2017**  
**SOUTHERN WELL FIELD EXPANSION - PHASE III**  
**EQUIP WELLS LW-83, LW-84 AND NEW RAW WATER MAIN**  
**PROPOSAL FOR DESIGN, PERMITTING, BIDDING, AND CONSTRUCTION SERVICES**

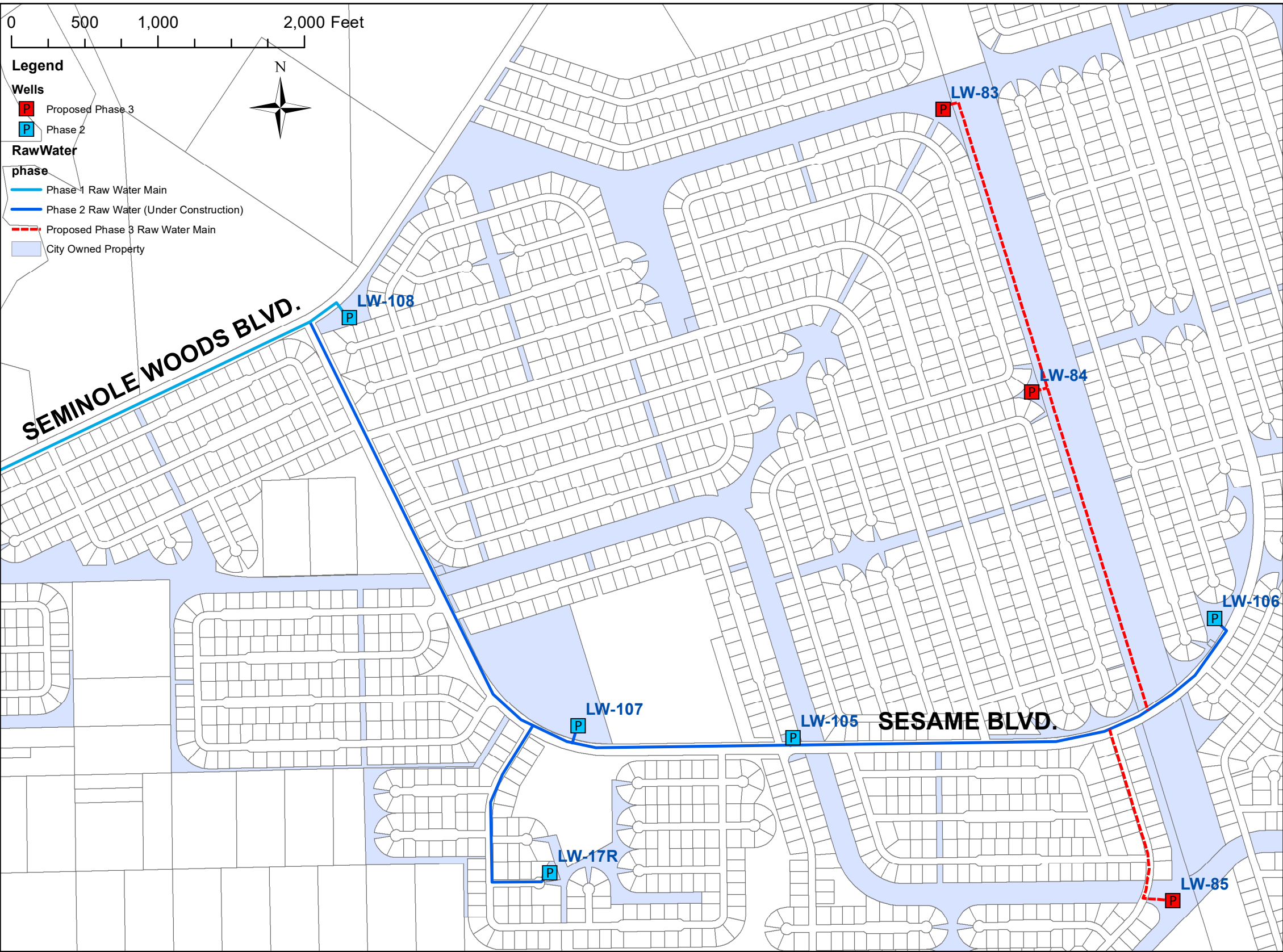
STAFF CLASSIFICATION		Senior Project Manager		Senior Electrical Engineer		Senior Project Engineer		Project Engineer		CAD Designer II		Administrative Assistant		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	\$180	RATE:	\$170	RATE:	\$155	RATE:	\$135	RATE:	\$100	RATE:	\$60		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	PROJECT KICKOFF & DATA COLLECTION														
1.1	In-House Project Management/Internal Kick-Off Meeting	2	\$360	2	\$340	12	\$1,860	2	\$270	2	\$200	20	\$1,200		
1.2	Kickoff Meeting with the City Staff					3	\$465			3	\$300	2	\$120		
1.3	Coordinate Data Collection					2	\$310								
TASK 1 SUBTOTAL			\$360		\$340		\$2,635		\$270		\$500		\$1,320		\$5,425
2	DESIGN SERVICES														
2.1	Topographic Survey for Raw Water Main and Well Sites					2	\$310					2	\$120	\$8,235	
2.2	Hydraulic Flow Analysis					4	\$620	20	\$2,700						
2.3	Prepare Project Manual			4	\$680	12	\$1,860					16	\$960		
2.4	Civil/Mechanical Design					72	\$11,160			500	\$50,000				
2.5	Electrical/Instrumentation & Control Design			24	\$4,080					12	\$1,200				
2.6	30%, 60% and 90% Review Meetings with City Staff/Update Project			2	\$340	20	\$3,100								
2.7	Prepare an Opinion of Probable Cost at 30%, 60%, 90%, and 100% Design			4	\$680	12	\$1,860					6	\$360		
2.8	Geotechnical Services					2	\$310							\$2,915	
2.9	Environmental Services (Wetlands/Gopher Tortoise)													\$2,625	
2.10	Quality Assurance/Quality Control	32	\$5,760												
2.11	Provide Electronic Files to City									2	\$200	2	\$120		
TASK 2 SUBTOTAL			\$5,760		\$5,780		\$19,220		\$2,700		\$51,400		\$1,560		\$86,420
3	PREPARE PERMIT APPLICATIONS														
3.1	Technical Review Committee Submittals			1	\$170	2	\$310			2	\$200	2	\$120		
3.2	Submit FDEP Permit Application			1	\$170	4	\$620			1	\$100	2	\$120		
3.3	Provide Responses to FDEP RAI's			1	\$170	4	\$620			2	\$200	2	\$120		
TASK 3 SUBTOTAL					\$510		\$1,550				\$500		\$360		\$2,920
4	NEGOTIATION AND BIDDING														
4.1	Pre-Bid Meeting					4	\$620					2	\$120		
4.2	Prepare /Distribute Addenda			1	\$170	6	\$930			6	\$600	4	\$240		
4.3	Bid Opening Meeting					2	\$310					2	\$120		
4.4	Prepare Bid Tabulation and Recommendation of Award Letter					2	\$310					4	\$240		
TASK 4 SUBTOTAL					\$170		\$2,170				\$600		\$720		\$3,660
5	POST-DESIGN CONSTRUCTION SERVICES														
5.1	Attend Pre-Construction and Project Meetings					24	\$3,720					16	\$960		
5.2	Review Shop Drawings and Other Submittals			4	\$680	8	\$1,240					4	\$240		
5.3	Provide Four (4) Sets of Signed & Sealed Drawings for City TRC Review			2	\$340	1	\$155			2	\$200	2	\$120		
5.4	Provide Three (3) Sets of Signed & Sealed Drawings for City Building Permit					1	\$155			2	\$200	2	\$120		
5.5	Assist City with Change Order Preparation					8	\$1,240					2	\$120		
5.6	Review Pay Request Applications					8	\$1,240					2	\$120		
5.7	Perform Site Visits				\$1,360	100	\$15,500							\$1,000	
5.8	Attend Substantial and Final Observations of Work			8	\$1,360	6	\$930					6	\$360	\$200	
5.9	Review As-Built Drawings			4	\$680	2	\$310								
5.10	Prepare Record Drawings					2	\$310			JO	\$1,000				
5.11	Provide Project Certification			1	\$170	2	\$310					2	\$120		
5.12	Geotechnical Services					2	\$310							\$2,800	
TASK 5 SUBTOTAL					\$4,590		\$25,420				\$1,400		\$2,160		\$33,570
	Subtotal	34	\$6,120	67	\$11,390	329	\$50,995	22	\$2,970	544	\$54,400	102	\$6,120	\$17,775	
TOTAL TASK NOS, 1-5															\$149,770

## **WORK ORDERS TERMS AND CONDITIONS**

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.
- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Flagler County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida.
- The Vendor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Vendor and other persons employed by the Vendor in the performance of the contract. Nothing herein shall

be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.



0 500 1,000 2,000 Feet

**Legend**

**Wells**

- P Proposed Phase 3
- P Phase 2

**RawWater phase**

- Phase 1 Raw Water Main
- Phase 2 Raw Water (Under Construction)
- Proposed Phase 3 Raw Water Main
- City Owned Property

SEMINOLE WOODS BLVD.

SESAME BLVD.

LW-108

LW-107

LW-17R

LW-105

LW-83

LW-84

LW-106

LW-85

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 10/10/2017

<b>Department</b>	UTILITY	<b>Amount</b>	\$280,000.00-\$580,000.00-\$50,000.00
<b>Item Key</b>		<b>Account</b>	54019090-063000-81001 54029090-063000-84005 54029083-063000-82004
<b>Subject</b>	RESOLUTION 2017- XX PIGGYBACKING CLAY COUNTY UTILITY AGREEMENT WITH SENSUS METERING		

**Background :**  
The Utility Department requires various sizes and types of water meters, transmitters and associated parts for new meter installations and replacements or repairs of existing infrastructure. The Utility Department has evaluated three automated reading systems and has elected to standardize Sensus Metering Systems. The Sensus Metering System is a multi-function system which allows touch reading, radio reading and fixed base reading. The City has been installing Sensus Electronic Encoding Register meters since 2005. The City currently has 45,938 meters with 26,768 being touch read, 19,033 being radio read and 137 manual reading commercial meters left for exchange.

The City would like to piggyback on the Clay County Utility Authority agreement with Sensus Metering Systems for the purchase of meters, transmitters and associated parts for FY 2018. All items will be purchased on an as-needed basis. The total cost estimate for this fiscal year for these materials is \$910,000.00.

**SOURCE OF FUNDS WORKSHEET FY 2017-2018**  
**WATER DISTRIBUTION WATER METER INSTALL-**  
**54019090-063000-81001**

	<b>\$ 725,000.00</b>
Total Expenses/Encumbered to date	\$ 0.00
Pending Work Orders/Contracts	\$ 0.00
Current Work Order	\$ <u>280,000.00</u>
<b>Balance</b>	<b>\$ 445,000.00</b>

**SOURCE OF FUNDS WORKSHEET FY 2017-2018**  
**WATER DISTRIBUTION GENERAL PLANT REPAIR & REPLACEMENT**  
**54029090-063000-84005**

	<b>\$ 905,000.00</b>
Total Expenses/Encumbered to date	\$ 0.00
Pending Work Orders/Contracts	\$ 0.00
Current Work Order	\$ <u>580,000.00</u>
<b>Balance</b>	<b>\$ 325,000.00</b>

**SOURCE OF FUNDS WORKSHEET FY 2017-2018**  
**RECLAIMED WATER METER INSTALL 54029083-063000-82004**

	<b>\$ 1,700,000.00</b>
Total Expenses/Encumbered to date	\$ 0.00
Pending Work Orders/Contracts	\$ 0.00
Current Work Order	\$ <u>50,000.00</u>
<b>Balance</b>	<b>\$ 1,650,000.00</b>

<b>Recommended Action :</b>
Adopt Resolution 2017-XX approving piggybacking the agreement between Sensus Metering Systems and Clay County Utility Authority to provide various sizes and types of water meters, transmitters, and associated parts.

Adopt Resolution 2017-XX approving piggybacking the agreement between Sensus Metering Systems and Clay County Utility Authority to provide various sizes and types of water meters, transmitters, and associated parts.



**RESOLUTION 2017-\_\_\_\_\_**  
**SENSUS METERING SYSTEMS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING PIGGYBACKING THE AGREEMENT BETWEEN CLAY COUNTY UTILITY AUTHORITY AND SENSUS METERING SYSTEMS FOR THE PURCHASE OF VARIOUS WATER METERS, TRANSMITTERS, AND ASSOCIATED PARTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sensus Metering Systems has expressed a desire to provide various water meters, transmitters, and associated parts to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve piggybacking the agreement between Clay County Utility Authority and Sensus Metering Systems for the purchase of various water meters, transmitters, and associated parts.

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

**SECTION 1. APPROVAL OF PIGGYBACKING AGREEMENT.** The City Council of the City of Palm Coast hereby approves piggybacking the agreement between Clay County Utility Authority and Sensus Metering Systems for the purchase of various water meters, transmitters, and associated parts as referenced attached hereto and incorporated herein as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 17<sup>th</sup> day of October 2017.

CITY OF PALM COAST, FLORIDA

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Clay County Utility Authority Agreement with Sensus Metering Systems

Approved as to form and legality

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

June 16, 2017

Celeste Goldberg  
Chief Public Information Officer  
Clay County Utilities Authority  
3176 Old Jennings Rd.  
Middleburg, FL 32068

Ms. Goldberg,


First let me say that, we at Sensus USA, Inc. certainly appreciate the continued opportunity to serve CCUA over the years. Thank you for your continued loyalty and business. We respectfully ask CCUA to accept our proposed pricing attached on Quote 28689 according to price adjustment terms outlined in our current contract #3417 Exhibit E (page 32) valid through September 30, 2019. Any and all products that are obsolete or no longer used by CCUA have been removed, and specific pricing lines for other relevant items have been added. The proposed pricing is to be effective for CCUA fiscal year October 1, 2017 through September 30, 2018.

Supporting data from the Consumer Price Index program provided by the US Bureau of Labor Statistics to calculate annual pricing adjustments is outlined below. Using the most recently published 12 months of data from March 2016 through March 2017; we are respectfully requesting a 2.0% price increase on all parts and meters.

March 2017 CPI value 251.290      March 2016 CPI value 246.358       $(251.290 / 246.358) - 1 = 0.0200 = 2.0\%$

**CPI-All Urban Consumers (Current Series)**

Series Id: CUUR0000SA0L1E  
Not Seasonally Adjusted  
Series Title: All items less food and energy in U.S. city average, all urban consumers, not seasonally adjusted  
Area: U.S. city average  
Item: All items less food and energy  
Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2007	208.009	209.112	209.923	210.311	210.316	210.474	210.756	211.111	211.628	212.318	212.435	212.356	209.691	211.767
2008	213.138	213.866	214.866	215.059	215.180	215.553	216.045	216.476	216.862	217.023	216.690	216.100	214.610	216.533
2009	216.719	217.685	218.639	219.143	219.128	219.283	219.350	219.596	220.137	220.731	220.384	220.025	218.433	220.037
2010	220.086	220.602	221.059	221.166	221.193	221.265	221.258	221.551	221.907	222.079	222.077	221.795	220.895	221.778
2011	222.177	223.011	223.690	224.118	224.534	224.891	225.164	225.874	226.289	226.743	226.859	226.740	223.737	226.278
2012	227.237	227.865	228.735	229.303	229.602	229.879	229.893	230.196	230.780	231.276	231.263	231.033	228.770	230.740
2013	231.612	232.432	233.052	233.236	233.462	233.640	233.792	234.258	234.782	235.162	235.243	235.000	232.906	234.706
2014	235.367	236.075	236.913	237.509	238.029	238.157	238.138	238.296	238.841	239.413	239.248	238.775	237.008	238.785
2015	239.248	240.083	241.067	241.802	242.119	242.354	242.436	242.651	243.359	243.985	244.075	243.779	241.112	243.381
2016	244.528	245.680	246.358	246.992	247.544	247.794	247.744	248.278	248.731	249.218	249.227	249.134	246.483	248.722
2017	250.083	251.143	251.290	251.642	251.835									

Pricing for annual SaaS fees and annual base station maintenance fees will remain firm per the existing contractual terms.

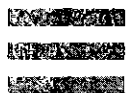
Please feel free to contact me directly regarding any questions or concerns.

Sincerely,

Griff Machinski  
Account Development Manager  
Sensus USA, Inc.

Sensus USA, Inc.  
8601 Six Forks Road, Suite 300  
Raleigh, NC 27615  
www.sensus.com

Griff Machinski  
Account Development Manager  
Phone: 904-229-9132  
Fax: 904-425-8980  
[griff.machinski@xyleminc.com](mailto:griff.machinski@xyleminc.com)



450 North Gallatin Avenue  
P.O. Box 487  
Uniontown, PA 15221 USA

1-800-MeterIt  
1-800-638-3748  
www.sensus.com

**SENSUS**

# QUOTATION

Your Quote Number: 28689

Reference: CONTRACT - 3417

Bill to Customer: 140427

ATTENTION MS CELESTE GOLDBERG  
CLAY CNTY UTIL AUTH

3176 OLD JENNINGS RD  
MIDDLEBURG FL 32068

USA

Ship to Customer:

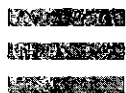
CLAY CNTY UTIL AUTH  
3176 OLD JENNINGS RD

MIDDLEBURG FL 32068

Salesman: MACHINSKI GRIFF  
Terms: NET 30 DAYS

Effective Date: 10/01/17  
Expiration Date: 9/30/18

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: SM50535200001 EXTENDER TR IPERL 6'TRPL 2WIRE 6'CBL W/TRPL SEN AY	1	EA	17.940
2	Part#: I5S2GAXX METER 5/8 X 3/4" IPERL 0.1 GALLON, 8 WHEEL 1A SMART MODE W/25' TRPL 2 WIRE CABLE W/7.5" LL	1	EA	95.890
3	Part#: I5S2GAXR MTR 5/8-3/4 IPERL 0.1G 7.5"LL 8WHL 1A 25'TRPL CBL 2-WIRE NDK SMART MODE N-DRNK RECLM	1	EA	98.130
4	Part#: I3S2GAXX METER 3/4" IPERL 0.1 GALLON, 8 WHEEL 1A SMART MODE W/25' TRPL 2 WIRE CABLE	1	EA	112.360
5	Part#: I3S2GAXR MTR 3/4 IPERL 0.1G NDK RECLM 8WHL 1A 25'TRPL CBL 2-WIRE SMART MODE N-DRNK	1	EA	114.620



450 North Gallatin Avenue  
P.O. Box 487  
Uniontown, PA 15221 USA

1-800-MeterIt  
1-800-638-3748  
www.sensus.com

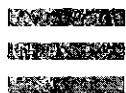
Your Quote Number: 28689



US Dollar

Line	Description	Quantity	U/M	Unit Price
6	Part#: I4S2GAXX METER 1" IPERL 0.1 GALLON, 8 WHEEL 1A SMART MODE W/25' TRPL 2 WIRE CABLE	1	EA	140.800
7	Part#: I4S2GAXR MTR 1 IPERL 0.1G 8WHL 1A 25'TRPL CBL 2-WIRE SMART MODE RECLM N-DRNK	1	EA	143.060
8	Part#: T11XXXXG1AT0X METER 1-1/2" OMNI T2 MAIN CASE TURBO 1 GALLON, 8 WHEEL 1A, TOTAL 1 GALLON PULSE REG ID = MFG S/N	1	EA	588.940
9	Part#: T11RXXXXG1AT0X MTR 1.5 OMNI T2 MNCS/TURB 1GAL PULSE 1G 8WHL1A TOTAL RECLM NO-DRINK REG ID=SN	1	EA	611.390
10	Part#: T25XXXXG1AT0X MTR 2 OMNI T2 MNCS 10"LL ID=SN 1GAL PULSE 1G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	581.770
11	Part#: T25RXXXXG1AT0X MTR 2 OMNI T2 MNCS 10"LL 1G PULSE 1G 8WHL1A TOTAL N-DRNK RECLM MFSGSN=REGID	1	EA	596.610
12	Part#: T21XXXXG1AT0X MTR 2 OMNI T2 MNCS/TURB 1 GALLON, 8 WHEEL 1A TOTAL 1 GALLON PULSE S/N = REG ID	1	EA	696.730
13	Part#: T21RXXXXG1AT0X MTR 2 OMNI T2 MNCS/TURB N-DRNK 1GAL PULSE 1G 8WHL1A TOTAL RECLM REG ID = MFG S/N	1	EA	719.180

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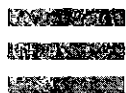
Your Quote Number: 28689



US Dollar

Line	Description	Quantity	U/M	Unit Price
14	Part#: T31XXXXG1AT0X MTR 3 OMNI T2 MNCS/TURB ID=SN 1GAL PULSE 1G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	891.470
15	Part#: T31RXXXG1AT0X MTR 3 OMNI T2 MNCS/TURB N-DRNK 1GAL PULSE 1G 8WHL1A TOTAL RECLM MFG SN=REG ID	1	EA	913.920
16	Part#: T41XXXXG1AT0X MTR 4 OMNI T2 MNCS/TURB ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	1,642.340
17	Part#: T41RXXXG1AT0X MTR 4 OMNI T2 MNCS/TURB N-DRNK 10GAL PULSE 10G 8WHL1A TOTAL RECLM REG ID=SN	1	EA	1,676.010
18	Part#: T61XXXXG1AT0X MTR 6 OMNI T2 MNCS/TURB ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	2,582.550
19	Part#: T61RXXXG1AT0X MTR 6 OMNI T2 MNCS/TURB NDK 10GAL PULSE 10G 8WHL1A TOTAL N-DRNK RECLM REG ID=SN	1	EA	2,638.500
20	Part#: T81XXXXG1AT0X MTR 8 OMNI T2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	5,971.620
21	Part#: T81RXXXG1AT0X MTR 8 OMNI T2 ID=SN N-DRNK 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N RECLM	1	EA	6,618.620

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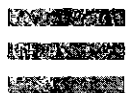
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US Dollar

Line	Description	Quantity	U/M	Unit Price
22	Part#: TA1XXXXG1AT0X MTR 10 OMNI T2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	8,608.590
23	Part#: TA1RXXXG1AT0X MTR 10 OMNI T2 ID=SN N-DRNK 10G PULS 10G 8WHL1A TOTL RECLM REG ID = MFG S/N	1	EA	8,624.490
24	Part#: C11XXXXG1AT0X METER 1.5" OMNI C2 TURBINE MAINCASE 1GAL PULSE,1 GAL 8WHL1A TOTAL REGISTER ID SAME AS MFG NUMBER	1	EA	1,097.400
25	Part#: C23XXXXG1AT0X MTR 2 OMNI C2 MNCS/COMP ID=SN 1GAL PULSE 1G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	1,229.200
26	Part#: C33XXXXG1AT0X METER 3" OMNI C2 MAIN CASE COMPOUND 1 GALLON, 8 WHEEL 1A TOTAL 1 GALLON PULSE REG ID = MFG S/N	1	EA	1,554.040
27	Part#: C43XXXXG1AT0X METER 4" OMNI C2 MAINCASE COMPOUND 10 GALLON, 8 WHEEL 1A, TOTAL 10 GALLON PULSE REGISTER ID = MFG SERIAL NO	1	EA	2,511.580
28	Part#: C63XXXXG1AT0X MTR 6 OMNI C2 MNCS/COMP ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	4,553.760

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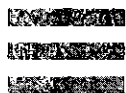


US Dollar

Line	Description	Quantity	U/M	Unit Price
29	Part#: C81XXXXG1AT0X MTR 8 OMNI C2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	7,851.720
30	Part#: CA1XXXXG1AT0X MTR 10 OMNI C2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	10,108.980
31	Part#: F4CXXXXG1AT0X MTR 4 OMNI F2 CHB/F2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG SN 33.00"LL	1	EA	7,023.870
32	Part#: F6CXXXXG1AT0X MTR 6 OMNI F2 CHB/F2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG SN 45.00"LL	1	EA	7,447.280
33	Part#: F8CXXXXG1AT0X MTR 8 OMNI F2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	11,943.240
34	Part#: FACXXXXG1AT0X MTR 10 OMNI F2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	17,083.390
35	Part#: F4SXXXXG1AT0X MTR 4 OMNI F2 CHB/F2 W/SPL 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG SN 51.88"LL	1	EA	7,162.060
36	Part#: F6SXXXXG1AT0X MTR 6 OMNI F2 CHB/F2 W/SPL 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG SN 67.63"LL	1	EA	8,638.070

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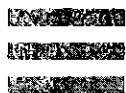
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US Dollar

Line	Description	Quantity	U/M	Unit Price
37	Part#: F8SXXXXG1AT0X MTR 8 OMNI F2 ID=SN W/SPL 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	13,444.150
38	Part#: FASXXXXG1AT0X MTR 10 OMNI F2 ID=SN W/SPL 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	18,933.190
39	Part#: H31CXXXG8AT0XA2 MTR 3 OMNI H2 W/NICOR 9" 1G 8WHL1A TOTAL NST CPLG SN=ID 2.5"-7.5 THD NATL STD FH	1	EA	1,303.640
40	Part#: 5390753739604 TOUCHREADER M3096+ 910-0008110	1	EA	303.220
41	Part#: 5396353752201MI M520M TRANSCIVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION, HOURLY READ & INTERVAL DATA	1	EA	127.420
42	Part#: 5396353752203MI M520M TRANSCIVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA	1	EA	137.620
43	Part#: 5396373752201MI M520M TRANSCIVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE-IN	1	EA	97.190

UPGRADE FROM A "500 OR 505B" SINGLE PORT  
WILL BE ON A 1 FOR 1 EXCHANGE

-



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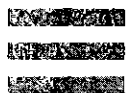
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Line	Description	Quantity	U/M	Unit Price
44	Part#: 5396373752203MI M520M TRANSCIEVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE IN  UPGRADE FROM A "500 OR 505B" DUAL PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	97.190
45	Part#: 5396373752201MI M520M TRANSCIEVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE-IN  UPGRADE FROM A "505C" SINGLE PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	97.190
46	Part#: 5396373752203MI M520M TRANSCIEVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE IN  UPGRADE FROM A "505C" DUAL PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	97.190
47	Part#: 5396373752201MI M520M TRANSCIEVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE-IN  UPGRADE FROM A "520R" SINGLE PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	81.000



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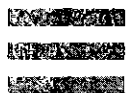
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Line	Description	Quantity	U/M	Unit Price
48	Part#: 5396373752203MI M520M TRANSCEIVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE IN  UPGRADE FROM A "520R" DUAL PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	81.000
49	Part#: PM S50/S100 WAR WARNTY BS STATN S50/S100 1-YR EXTENDED MAINTENANCE -	1	EA	.000
50	Part#: MS RNI SAAS ANNUAL RNI SAAS FEE  YEAR 4 -	1	EA	72,156.000
51	Part#: 5396383700535F SENSUS WTR ANALYTICS ENHANCED >35K ANNUAL FEE  YEAR 4 -	1	EA	68,844.000
52	Part#: 5396383700535F SENSUS WTR ANALYTICS ENHANCED >35K ANNUAL FEE  YEAR 5 -	1	EA	66,844.000
53	Part#: SA WTR CP 1.5 WTR CONSUMER PORTAL <1500 ANNL ANNUAL USE FEE 0-1500  YEAR 4 -	1	EA	56,000.000
54	Part#: SA WTR CP 1.5 WTR CONSUMER PORTAL <1500 ANNL ANNUAL USE FEE 0-1500  YEAR 5 -	1	EA	56,000.000

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Line	Description	Quantity	U/M	Unit Price
55	Part#: SA CP TXT MSGS CUSTOMER PORTAL TEXT MESSAGES UNLIMITED	1	EA	.000
56	Part#: SA SU WTR CP WTR CONSUMER PORTAL SET UP FEE WITH SENSUS ANALYTICS	1	EA	.000
57	Part#: PS SA CP CIS SENSUS ANALYTICS CONSUMER PORT CIS INTEGRATION FEE	1	EA	.000
58	Part#: PS SA CP TRAIN SENSUS ANALYTICS CONSUMR PORTL TRAINING	1	EA	.000

CONTRACT NUMBER 3417 - PROJECT CODE "WAKR"  
\*\* PLEASE SEE QUOTE 27624, FOR UPGRADE TO SA &  
CONSUMER PORTAL. \*\*\*\*\*

-  
\*\*\*\*\* CUSTOMER ID & FACTORY ID TO MATCH \*\*\*\*\*  
\*\* PROVIDE ELECTRONIC ID FILES ON TRANSMITTERS \*\*\*

-  
METERS & PARTS NOT QUOTED TO BE DISCOUNTED 24%  
FROM CURRENT PRICING.

-  
ALL "WARRANTY" REPLACEMENTS FOR 505C & 520R UNITS  
MANUFACTURED WITHIN 10 YEARS WILL REQUIRE A RMA  
WILL BE ON A 1 FOR 1 EXCHANGE OF SINGLE & DUAL  
UNITS, NO CHARGE UNDER WARRANTY. \*\*\*\*\*

-  
FAX 904-213-2465 - PHONE 904-213-2441 (C.  
GOLDBERG) cgoldberg@clayutility.org

-  
FREIGHT ALLOWED ON \$5000 OR MORE PER ORDER.  
FOB DESTINATION.

-  
PROJECT CODE - WAKR

-  
CASES - 00429374, 00458690 & 00551708

-  
\*\*\*\*\*  
YEAR 1 & 2 ALREADY PAID AS RNI SAAS W/LOGIC

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Line	Description	Quantity	U/M	Unit Price
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—  
\*\* WTR CONSUMER PORTAL UP TO 25,000 USER TO BE  
PRO-RATED THROUGH 9-30-16. YEARS 3 - 5 TO  
REMAIN FLAT AT \$56,000 PER YEAR WITH INCREASE  
PROPORTIONATE TO ENROLLED USER BASE LEVEL AT  
TIME ON ANNUAL PRICING RENEWAL.

IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET  
NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE  
Thank you for your interest in quality products by Sensus.

Current as of: 6/15/17

Correspondence:

SENSUS

207 WINDMERE DRIVE

BOWLING GREEN, KY 42103

Purchase Orders:

SENSUS

PO BOX 487

UNIONTOWN, PA 15401

sensus.orders@sensus.com

PHONE: 800-METER-IT

800-638-3748

ROBERT WHITTAKER

Regional Sales Manager

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printed copy of the Terms of Sale.

- c. Consideration of a proposed contractual price increase to Contract No. 1998/1999-A7 with Sensus Technologies, Inc. for metering products

Mrs. Goldberg presented for consideration a proposed contractual price increase from Sensus Technologies, Inc. for Contract No. 98/99-A7. The existing contract allows for an increase based on the CPI, rounded to the third decimal point as specified in the contract definitions. After discussion, Mr. Welch moved, seconded by Mr. Wilkinson, and carried 4-0, to approve the requested price increase of 1.753% and accept the price list for their products valid October 1, 2017 through September 30, 2018, as presented by Mrs. Goldberg.

I hereby certify that the foregoing is a true and correct copy of the minutes of the August 1, 2017 meeting of the Clay County Utility Authority Board of Supervisors maintained in the official records of the Clay County Utility Authority.

September 19, 2017

By:

  
Janice Loudermilk, Recording Secretary

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 10/10/2017

<b>Department</b>	INFORMATION & TECHNOLOGY	<b>Amount</b>	
<b>Item Key</b>		<b>Account #</b>	051020,041000,034000,034000-23001,046000,052000, 064000
<b>Subject</b>	RESOLUTION 2017-XX INFORMATION & TECHNOLOGY APPROVING BUDGETED PURCHASES FOR TECHNOLOGY EQUIPMENT, SUPPLIES, MAINTENANCE AND COMMUNICATIONS SERVICE FOR FISCAL YEAR 2018		
<b>Background :</b> The City of Palm Coast Information & Technology Department (IT) is responsible for supplying and maintaining all technology and communications for all City departments and staff. To provide these services, IT must have schedules relating to communication services, equipment replacements and maintenance in place and equipment on hand. Staff recommends using the following contractors and piggybacking these existing State and National contracts:			
<b>Vendor - CDW</b> - contracts with National IPA #130733, NJPA#100614 for miscellaneous equipment purchases and software and maintenance along with specialized laptops for the Fire Department. IT is requesting permission to spend \$60,000.00 which is necessary for the 2018 Fiscal Year; funds are budgeted.			
<b>Vendor - Dell Computer Corporation</b> - State Contract #43211500-WSCA-15-ACS for Dell servers, laptops and desktop computer replacements. Dell provides almost all of the City's servers, laptops and desktop computers. IT is requesting to spend \$175,000 for Fiscal Year 2018 to replace aging equipment; funds are budgeted.			
<b>Vendor - Empire Computing &amp; Consulting</b> - contracts with WSCA-NASPO, Contract #AR233 for equipment, licenses and maintenance for the City's communication network in addition to FiberNET, the City's fiber broadband network. IT is requesting permission to spend \$50,000, which is necessary for Fiscal Year 2018; funds are budgeted.			
<b>Vendor – Insight Public Sector</b> - contract with U.S. Communities Contract No. 4400006644 for miscellaneous equipment and software. IT is requesting permission to spend \$60,000 which is necessary for the 2018 Fiscal Year; funds are budgeted.			
<b>Vendor - Verizon Corporation</b> - State Contract #DMS-1011-008C Verizon provides almost all of the City's mobile communications services; modems and MiFi's for Fire, Code Enforcement, Building inspectors, and Utility. IT is requesting to spend \$50,000 for Fiscal Year 2018; funds are budgeted.			
<b>Recommended Action :</b> APPROVE RESOLUTION 2017-XX INFORMATION & TECHNOLOGY PURCHASE OF SUPPLIES FOR FISCAL YEAR 2017-2018			

**RESOLUTION 2017-\_\_\_\_**  
**INFORMATION TECHNOLOGY EQUIPMENT**  
**AND COMMUNICATIONS SERVICES FOR FISCAL YEAR 2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING EXISTING STATE AND NATIONAL CONTRACTS FOR THE PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT, COMMUNICATIONS SERVICES, SUPPLIES, LICENSES, HARDWARE, SOFTWARE, MAINTENANCE AND CONSULTANT SERVICES FOR FISCAL YEAR 2018; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast's Fiscal Year 2018 Budget includes Information Technology equipment, communications services, supplies, licenses, hardware, software, maintenance and consultant services to keep the City and staff efficiently functioning; and

**WHEREAS**, the City of Palm Coast desires to purchase these supplies and services by piggybacking existing State and National contracts with CDW Government, Empire Computing & Consulting, Dell Computer Corporation, Verizon Corporation, and Insight Public Sector; and

**WHEREAS**, the above referenced vendors desire to provide the above referenced supplies and services to the City of Palm Coast.

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

**SECTION 1. APPROVAL OF PURCHASES.** The City Council of the City of Palm Coast hereby approves the piggybacking of existing State and National contracts with CDW Government, Empire Computing & Consulting, Dell Computer Corporation, Verizon Corporation, and Insight Public Sector, for Information Technology equipment, communications services, supplies, licenses, hardware, software, maintenance and consulting services for Fiscal Year 2018, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are



severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 17th day of October 2017.

CITY OF PALM COAST, FLORIDA

*ATTEST:*

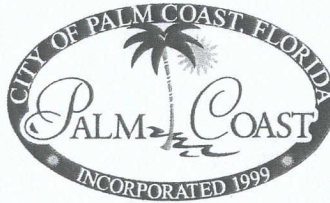
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MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachments: Exhibit A - Piggybacking existing State and National Contracts for Information Technology equipment, communications services, supplies, licenses, hardware, software, maintenance and consultant services



**Purchasing & Contract Management Division**

February 16, 2016

Mr. Zach Roden, Account Manager  
CDW-G  
120 S. Riverside  
Chicago, Illinois 60606

Dear Mr. Roden:

**RE: Engagement letter authorizing piggyback National IPA Contract #130733 (expiring 8/15/17) and the NJPA Contract #100614 for computer related hardware and software (expiring 11/30/18)**

Dear Mr. Roden:

The City of Palm Coast requests permission to utilize the services of CDW-G in accordance with the pricing, terms and conditions of the above Contracts. If agreed, please indicate approval by signing below and returning this letter to my attention at the address listed on the enclosed business card. Upon receipt, I will obtain final signatures on behalf of the City and return a copy to you for your records.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

Sincerely,

Dianne E. Torino, RMPE  
Manager, Risk & Contracts

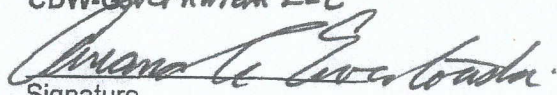
CITY OF PALM COAST

  
Signature

Jim Landon  
Print Name

6/10/16  
Date

CDW-Government LLC

  
Signature

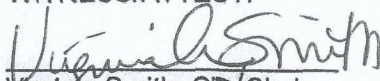
Amanda Ewertowski

Print Name

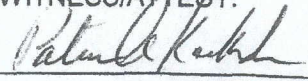
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Date

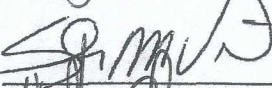
WITNESS/ATTEST:


  
Virginia Smith, City Clerk


WITNESS/ATTEST:

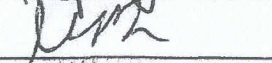


Patricia Karakash, Program Manager

 2/17/16 Department Head

 6/10/16 Finance Director

 6/9/16 Purchasing & Contracts

 2/16/16 City Attorney







**Purchasing & Contract Management Division**

February 19, 2016

Contract Ms. Katherine Dunay  
WSCA Program Manager  
Dell Marketing L.P.  
One Dell Way, Mailstop RR1-33  
Round Rock, Texas 78682

**RE: Engagement letter authorizing piggyback of Minnesota WSCA-NASPO Master Agreement #MNWNC-108; Alternate Contract Source No. 43211500-WSCA-15-ACS for computer hardware purchases**

Dear Ms. Dunay:

The City of Palm Coast requests permission to utilize the services of Dell Marketing L.P. in accordance with the pricing, terms and conditions of the above Contract. If agreed, please indicate approval by signing below and returning this letter to my attention at the address listed on the enclosed business card. Upon receipt, I will obtain final signatures on behalf of the City and return a copy to you for your records.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

Sincerely,

Dianne E. Torino, RMPE  
Manager, Risk & Contracts

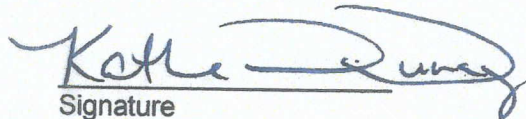
CITY OF PALM COAST

  
Signature

Jim Landon  
Print Name

2/24/16  
Date

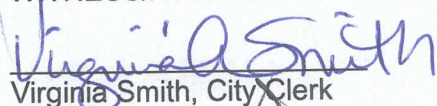
DELL MARKETING L.P.

  
Signature

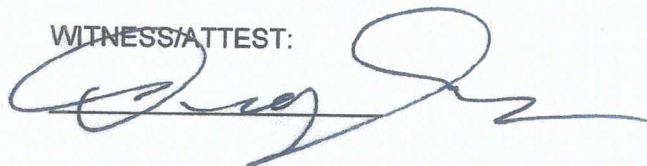
Katherine Dunay  
Print Name

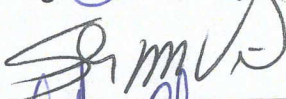


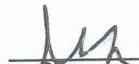
2/19/2016  
Date

WITNESS/ATTEST:

  
Virginia Smith, City Clerk

WITNESS/ATTEST:



 2/17/16 Department Head  
 2/24/16 Finance Director  
 2/24/16 Purchasing & Contracts  
 2/16/16 City Attorney







## Purchasing & Contract Management Division

April 21, 2015

Mr. David Campos, Jr.  
President/CEO  
Empire Computing & Consulting, Inc.  
120 N. Frederick Avenue  
Daytona Beach, Florida 32114

Dear Mr. Campos:

- RE: (1) **Engagement letter authorizing piggyback of City of Ormond Beach Contract (RFP-2014-18) for Information Technology Services and Support (Expiring on 6/17/17)**
- (2) **Piggyback of WSCA-NASPO Cooperative Purchasing Organization (Contract #AR233) for Data Communication Equipment and Services (Expiring on 5/31/19)**

Dear Mr. Campos:

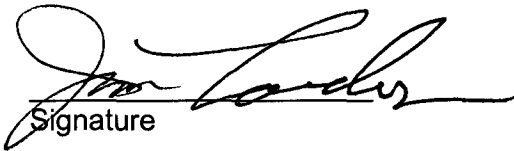
The City of Palm Coast requests permission to utilize the services of Empire Computing & Consulting, Inc., in accordance with the pricing, terms and conditions of the above referenced Contract/Agreement. If agreed, please indicate approval by signing below and returning this letter to my attention at the address listed on the enclosed business card. Upon receipt, I will obtain final signatures on behalf of the City and return a copy to you for your records. Please note that per the above Ormond Beach Contract, The City of Palm Coast will require a Certificate of Liability, **listing the City as additional insured**, in the amounts as listed in Section 18 of the above Agreement.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

Sincerely,

Dianne E. Torino, RMPE  
Manager, Risk & Contracts

CITY OF PALM COAST

  
Signature

Jim Landon

Print Name

5/18/15  
Date

EMPIRE COMPUTING  
& CONSULTING, INC.

  
Signature

DAVID Camps Jr  
Print Name

5-6-15  
Date


WITNESS/ATTEST:


  
Virginia A. Smith, City Clerk


WITNESS/ATTEST:



 4/22/15 Department Head

 4/22/15 Finance Director

 5/15/15 Purchasing & Contracts

 4/21/15 City Attorney





**Administrative Services & Economic Development**  
Central Services Division

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

October 3, 2017

Erica Falchetti  
Contract Administrator  
Insight Public Sector, Inc.  
6820 South Harl Avenue  
Tempe, AZ 85283

**RE: Engagement Letter Authorizing Piggyback**  
**Technology, Products, Services, Solutions & related**  
**products & services**  
**4400006644**  
Contract Reference

Dear Erica Falchetti,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)



**Engagement Letter Authorizing Piggyback  
Technology, Products, Services, Solutions & related products &  
services**  
**4400006644**

Contract Name

Contract Reference

**CITY OF PALM COAST**

Signature

Print Name

Date

Insight Public Sector, Inc.

DocuSigned by  
*Erica Falchetti*  
277ABF8B6B834DA...

Signature

Erica Falchetti

Print Name

Oct 4, 2017 | 8:54 AM PDT

Date



# city of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

February 7, 2017

Mr. Todd Loccisano  
Executive Director, Enterprise & Government Contracts  
Verizon Wireless  
7406 Fullerton Street, Suite 101  
Jacksonville, FL 32256

**RE: Engagement Letter authorizing piggyback State of Florida Contract DMS-10/11-008C for mobile communications services.**

Dear Mr. Loccisano:

The City of Palm Coast, Florida requests permission to utilize the services of Verizon Wireless in accordance with the pricing, terms and conditions of the above State Contract which expires on January 19, 2022. If agreed, please indicate approval by signing below and returning this letter to my attention at the address listed on the enclosed business card. Upon receipt, I will obtain final signatures on behalf of the City and return a copy to you for your records

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me.

Sincerely,

*Dianne Torino*

Dianne E. Torino, RMPE  
Manager, Risk & Contracts



please recycle

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

CITY OF PALM COAST

VERIZON WIRELESS

Signature

Signature

Jim Landon

Todd Loccisano

Print Name

Executive Director - Enterprise & Government Contracts

Print Name

Date

May 16, 2017

Date

WITNESS/ATTEST:

WITNESS/ATTEST:

Virginia Smith, City Clerk

Clifton Miller, Jr.

Director - Contract Management, State & Local Government

Department Head

Finance Director

Central Services

City Attorney



# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 10/10/2017

<b>Department</b>	Human Resources	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION APPROVING WAGE ARTICLE WITH THE PALM COAST LABORERS' UNION	
<b>Background :</b> In February of 2013, certain employees in the Public Works and Utility Departments held an election to certify the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO ("Union") as the exclusive bargaining unit for certain "Blue Collar" positions within the City. There are currently 175 employees represented by this bargaining group. At the City Council Meeting on August 16, 2016, the City Council adopted the initial Collective Bargaining Agreement covering fiscal years 2015 – 2018. However, the "Wages" article requires that wages for fiscal year 2017 and beyond be renegotiated.  The City provided the Union with a proposal to provide the same merit and across-the-board wage increases and the introduction of certification/degree pay as all other employees receive. The new article was presented to the Union membership and was ratified by a vote of 18 to 0.  We also made a minor clerical change to Article 3 that you will note on the attachment.		
<b>Recommended Action :</b> Adopt Resolution 2017-XX approving a Wage Article with the Palm Coast Laborers' Union.		



**RESOLUTION 2017 - \_\_\_\_**  
**SUCCESSOR WAGE ARTICLE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A WAGE ARTICLE WITH THE PALM COAST LABORERS' INTERNATIONAL UNION OF NORTH AMERICA; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in August 2016 the City of Palm Coast and Local 630 entered into an initial Collective Bargaining Agreement; and

**WHEREAS**, the initial Collective Bargaining Agreement between the City of Palm Coast and Local 630 was for Fiscal Years 2016 through 2018; and

**WHEREAS**, City Administration and Local 630 have agreed upon a wage article for Fiscal Year 2018.

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

**SECTION 1. APPROVAL OF AGREEMENT.** That the City Council hereby approves the terms and conditions of the Wage Article with Local 630, as attached hereto and incorporated by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** That the City Manager, or designee, is hereby authorized to execute the Collective Bargaining Agreement as attached in Exhibit "A."

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

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately after its adoption.

**DULY PASSED and ADOPTED** at the meeting of the City Council of the City of Palm Coast on the 17<sup>th</sup> day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachments: LiUNA Local 630 Fiscal Year 2018 Wage Article

1 **ARTICLE 3**

2 **UNION BUSINESS**

3 1. Bargaining unit employees, Union Officers, and Union representatives shall be paid  
4 by the City only when they perform their duties as assigned by the City. To the extent that these  
5 employees wish to perform Union duties (such as negotiations, grievance processing, attending  
6 Union conventions, etc.) during their normal work schedules, they may utilize union pool time or  
7 annual leave; provided, however, that they comply with the rules otherwise applicable to such  
8 leave and shift exchanges. Pool time need not be utilized for routine union-related matters that are  
9 mutually agreed upon.

10 2. The City agrees to establish a Union Time Pool as set forth below. The Union Time  
11 Pool is to be used only by the Union Business Manager's ~~or his~~ designees for the purpose of  
12 conducting union-related activities (such as negotiations, grievance processing, attending Union  
13 conventions, etc.). Union pool leave may not be used for political activities.

14 A. Each bargaining unit employee may donate up to six (6) hours of their  
15 annual leave into the Union Time Pool on January 1 of each year. Any surplus in this leave  
16 bank at the end of any fiscal year shall carry over to the next year, up to a maximum of  
17 1,200 hours (no leave may be donated above the 1,200 hour annual cap). Unused annual  
18 leave donated to the Union Time Pool shall not be returned to the donor.

19 B. When time is required for the above mentioned purposes, the Union  
20 Business Manager or his designee shall submit to the Human Resource Director or her  
21 designee the required form specifying the number of hours needed no later than two (2)  
22 calendar days prior to the requested date. This advance notice period may be waived by

1 mutual agreement. Use of time from the Union Time Pool will be subject to the approval  
2 of the Human Resource Director or her designee. Pool time shall be approved for any of  
3 the permissible reasons described above; however, Pool Time may be denied if the use will  
4 result in the Department incurring overtime, except at the Human Resource Director's  
5 discretion.

6 C. Union Time Pool hours shall not be considered hours worked for purposes  
7 of overtime.

8 D. Any injury incurred by a bargaining unit employee whose time is being paid  
9 for by the Union Time Pool, or while engaged in activities paid for by the Union Time  
10 Pool, shall not be a considered line of duty injury, nor shall such injury be considered to  
11 have been incurred in the course and scope of employment by the City within the meaning  
12 of Chapter 440, Florida Statutes, as amended.

13 E. The Union agrees to indemnify and hold harmless the City, its agents,  
14 employees and officials from and against any claims, demands, damages or causes of action  
15 of any nature whatsoever, asserted by any person, firm or entity, based on or relating to  
16 any annual leave deduction undertaken under this Article, and agrees to defend at its sole  
17 expense any such claims against the City or its agents, employees or officials. The term  
18 officials as used herein include elected or appointed officials.  
19



## ARTICLE 17

### WAGES

1. For Fiscal Year 2015-16, bargaining unit employees will receive the same merit and across-the-board wage increases as the City-wide wage increases provided to all other City employees.

2. For Fiscal Year 2016-17, this Article will automatically reopen, and any wage increases will be established through reopener negotiations.

3. ~~For Fiscal Year 2017-18, this Article will automatically reopen, and any wage increases will be established through reopener negotiations.~~

3. For Fiscal Year 2017-18, bargaining unit employees will receive the same merit and across-the-board wage increases as the City-wide wage increases provided to all other City employees. Upon ratification of this Agreement by both parties, bargaining unit employees shall be eligible for participation in the City's certification/education pay program and any amendments thereto. Certification/training opportunities are subject to the availability of funds. Any employee who believes they have been improperly denied certification pay and/or training may appeal the decision to the Human Resource Director, who will make the final decision.

4. Wage increases, if any, for any Fiscal Year after Fiscal Year 2017-18 shall be established through negotiations for a successor Agreement.

5. Effective August 1, 2016, bargaining unit employees in eligible positions will automatically be promoted upon demonstrating that they meet the qualifications as per the job description for the next higher-level position. The eligible positions are as follows:

Public Works: Maintenance Worker, Equipment Operator I up to Equipment Operator II.  
Mechanic up to Mechanic II.  
Sign/Traffic Tech I up to Sign/Traffic Tech II.

Utility: Treatment Plant Operator I, Treatment Plant Operator II up to  
Treatment Plant Operator III.  
Mechanical Technician I up to Mechanical Technician II.  
Meter Technician I to a Meter Technician II.  
Utility Systems Tech I up to Utility Systems Tech II.

Bargaining unit employees shall not be automatically promoted to foreman, lead or other supervisory positions. The City of Palm Coast's Personnel Policy and Procedure regarding promotions will govern this process, including new evaluation dates and compensation upon promotion.

6. Bargaining unit employees shall be provided on-call pay and shift differentials in accordance with the City's Personnel Policies and Procedures and any amendments thereto.

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 10/10/2017

<b>Department</b>	Public Works	<b>Amount</b>	\$846,727.49
<b>Item Key</b>		<b>Account #</b>	65010071-064000
<b>Subject</b>	Resolution 2017-XX approving piggybacking contracts and purchase of fleet vehicles and equipment as approved in the Fiscal Year 2018 budget		
<b>Background :</b> During the process of developing the Fiscal Year (FY) 2018 budget, all fleet that has met or exceeded its original estimated useful life was inspected. The fleet needing replacement is included in the fleet schedule along with any new fleet vehicles and equipment. The fleet schedule has been approved by City Council as part of the FY 2018 budget.  City staff is seeking City Council approval of fleet replacement purchases in accordance with the schedule.  Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own and the City does not incur the expense and delay of soliciting a bid.  The following white fleet/heavy equipment is included in the above referenced piggybacks:  White Fleet/Heavy Equipment City staff is recommending that City Council approve piggybacking the following contracts:			
<b>Florida State Motor Vehicles Contract# 25100000-16-1 with Duval Ford, LLC</b>		Price each	Total
1	Ford Escape FWD 4dr S E (U06) Total	22,692.00	22,692.00
1	Ford F-150 2WD Reg Cab 122 .5 ' X L (F1C)	22,025.50	22,025.50
1	Ford F-150 2WD Reg Cab 122.5" X L (F1C)	23,249.25	23,249.25
1	Ford F-150 2WD Reg Cab 122.5" X L (F1C)	22,420.50	22,420.50
1	Ford F-150 2WD SuperCrew 157" X L (W1C)	25,187.50	25,187.50
1	Ford F-150 2WD SuperCab 145" X L (X1C)	25,225.75	25,225.75
2	Ford F-150 4WD SuperCab 145" XL (X1E)	26,203.50	52,407.00
1	Ford F-150 2WD Reg Cab 122.5" XL (F1C)	21,325.50	21,325.50
1	Ford F250, 3/4 ton pickup truck 4x4 (F2B)- streets	34,439.00	34,439.00
<b>Florida State Motor Vehicles Contract# 11-25101600-C with Duval Ford, LLC</b>			
1	F-750 4x2 Reg Cab	98,820.25	98,820.25

**NJPA Contract#120716-NAF With vendor Alan Jay Fleet sales for:**

2	Nissan Frontier 2WD King CAB	22,830.25	45,660.50
1	Chevy Silverado 1500 2WD Crew Cab 153" WB	25,765.25	25,765.25
1	Chevy Silverado 1500 4WD Double Cab 143.5" WB	39,256.25	39,256.25
1	Chevrolet 4500 Gas 2WD Crew Cab -Low Cab Forward- Chassis	47,110.17	47,110.17
1	Nissan Frontier King Cab 4 WD	23,684.00	23,684.00

**State of Montana/Washington Police Radar, Lidar, Parts & Equipment contract T.T.# NASPO # 01611 pricing with Kustom Signals, Inc.**

2	Radar/Message Boards as per Kustom Signals, Inc Quote#1008985862330SE	20,116.00	40,232.00
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**NJPA contract with Ringpower Corporation Bid/Reference#042815-TER**

2	RL4 Genie Light Towers	4,705.28	9,410.56
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**Florida Department of Transportation contract pricing with Signalisation Ver-Mac, Inc. Bid/Reference#ITB-DOT-16/17-9046-SJ**

2	Solar powered, trailer mounted message boards	12,308.00	24,616.00
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**State of Florida contract with Wesco Turf bid/reference#21100000-15-1 for purchase of Toro Mowers and accessories**

1	Toro Groundsmaster 4000-D (11ft mower)	66,029.92	66,029.92
1	Toro Workman HD (utility cart)	18,786.51	18,786.51
2	2 Toro Groundmaster Z turn lawnmowers 7210/72" T4F	37,214.00	74,428.00

**GA State Contract pricing, Contract # 99999-001-SPD0000102-005**

1	Turfco Torrent 2 blower	7,066.08	7,066.08
---	-------------------------	----------	----------

**City staff advertised and solicited bids for ITB-PW-FLT-17-59 in accordance with the City's Purchasing Policy. City staff received two bids, one bid from Flagler Power Equipment, the other from Beard Equipment Company. It is the City's intent to award bid to Flagler Power Equipment. The project bid overview and notice of intent to award are attached to this agenda item.**

11	Lastec 72" Cut Articulating Mower Decks	6,990.00	76,890.00
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**SOURCE OF FUNDS WORKSHEET FY -2018**

Fleet Management Fund 65010071-064000	1,957,900.00
Total Expenses/Encumbered to date	955,745.97
Pending Work Orders/Contracts	-
Current Word Orders/Contract	846,727.49
Balance	\$155,426.54

**Recommended Action :**

Adopt Resolution 2017- XXX approving piggybacking contracts and purchase of fleet vehicles and equipment as approved in the Fiscal Year 2017-2018 budget.

**RESOLUTION 2017-\_\_\_\_**  
**FLEET PURCHASES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING PIGGYBACKING CONTRACTS FOR FLEET PURCHASES AS APPROVED IN THE FISCAL YEAR 2018 BUDGET; APPROVING A PURCHASE ORDER WITH FLAGLER POWER EQUIPMENT FOR 11 72" CUT ARTICULATING MOWER DECKS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast desires to purchase fleet vehicles and equipment from vendors through competitively bid contracts; and

**WHEREAS**, the vendors desire to provide fleet vehicles and equipment to the City of Palm Coast; and

**WHEREAS**, the City of Palm Coast desires to purchase the above referenced fleet vehicles and equipment.

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

**SECTION 1. APPROVING PIGGYBACK CONTRACTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contracts for fleet vehicles and equipment, as approved in the Fiscal Year 2018 Budget, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. APPROVING A PURCHASE ORDER.** The City Council of the City of Palm Coast hereby approves the standard terms and conditions of a purchase order with Flagler Power Equipment for (11) 72" cut articulating mower decks.

**SECTION 3. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 4. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 6. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 17<sup>th</sup> day of October 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Piggyback Contracts for Fleet Vehicles and Equipment

Approved as to form and legality

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



Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** ITB-PW-FLT-17-59 – 72” Cut Articulating Mower Deck

**Date:** August 25, 2017

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on August 30, 2017

Firm	Brass Fittings & Tapping Saddles Bid
<b>Flagler Power Equipment</b> Bunnell, FL	<b>\$6,990.00</b>
<b>Beard Equipment Company</b> Mobile, AL	\$6,995.00

The intent of the City of Palm Coast is to award ITB-PW-FLT-17-59 to Flagler Power Equipment.

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaigout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*

*Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.*



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





# ITB-PW-FLT-17-59 - 72" Cut Articulating Mower Deck

## Project Overview

Project Details	
Reference ID	ITB-PW-FLT-17-59
Project Name	72" Cut Articulating Mower Deck
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of solicit bid proposals to purchase eleven 72" Cut Articulating Mower Decks for the Public Works Department on an open and competitive basis.
Open Date	Jul 26, 2017 8:00 AM EDT
Close Date	Aug 17, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
Flagler Power Equipment	Lowest price	100 pts

## Seal status



Requested Information	Unsealed on	Unsealed by
Required Forms (A, B, C, D, 1-10)	Aug 17, 2017 2:01 PM EDT	Kelly Downey

## Conflict of Interest

### Declaration of Conflict of Interest

You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee.

### Code of Conduct

All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members.

### Conflict of Interest

No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family:

- has direct or indirect financial interest in the award of the contract to any proponent;
- is currently employed by, or is a consultant to or under contract to a proponent;
- is negotiating or has an arrangement concerning future employment or contracting with any proponent; or,
- has an ownership interest in, or is an officer or director of, any proponent.

Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict.

I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.



Name	Date Signed	Has a Conflict of Interest?
Roger Lachance	Aug 22, 2017 11:20 AM EDT	No
Kelly Downey	Aug 17, 2017 2:02 PM EDT	No
fred vitagliano	Aug 17, 2017 3:21 PM EDT	No



## Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	All required forms were submitted
Pricing	100 pts	Pricing Evaluation
Specifications	Pass/Fail	Does the product meet the required specifications
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Required Forms	Pricing	Specifications
Supplier	/ 100 pts	Pass/Fail	/ 100 pts	Pass/Fail
Flagler Power Equipment	100 pts	Pass	100 pts (\$6,990.00)	-
Beard Equipment Company	99.93 pts	Pass	99.93 pts (\$6,995.00)	-



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

July 6, 2017

Jesse Cooper  
Fleet Manager  
Alan Jay Fleet Sales  
2003 U.S. 27 South  
Sebring, FL 33870

**RE: Engagement Letter Authorizing Piggyback  
Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks**

Contract Name  
**NJPA Contract # 120716-NAF**

Contract Reference

Dear Jesse Cooper,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

**Engagement Letter Authorizing Piggyback**  
**Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks**

---

Contract Name  
**NJPA Contract # 120716-NAF**

---

Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Alan Jay Fleet Sales

\_\_\_\_\_  
DocuSigned by (Company)  
  
FACBB5730C1E467...

\_\_\_\_\_  
Signature

Jesse Cooper

\_\_\_\_\_  
Print Name

Jul 7, 2017 | 6:25 AM EDT

\_\_\_\_\_  
Date

In Progress



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Alan Jay Fleet Sales

Project Name: Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks

Bid/Reference # NJPA Contract # 120716-NAF

Contract Type: Piggyback

Contract Value \$ 87851.75

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 4

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Roger Lachance

### Brief Description/Purpose:

To utilize the contract pricing off of the NJPA Cooperative agreement with Alan Jay Fleet Sales.

### Approvals:

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

City Attorney \_\_\_\_\_

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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





# city of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

October 3, 2017

Chris Wilson  
Fleet Sales Manager  
Alan Jay Fleet Sales  
2003 U.S. 27 South  
Sebring, FL 33870

contracts for  
(1) 2015 Nissam Frontier 2wd king cab  
replaces #983 \$22,830.25  
(1) 4500 Gas 2wd crew cab with  
landscape body \$47,110.17  
(1) Frontier King Cab 4x4 \$23,684.00

**RE: Engagement Letter Authorizing Piggyback**

**Fleet Sales**

Contract Name

**2017-120716-NAF**

Contract Reference

Dear Chris Wilson,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao

Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

Engagement Letter Authorizing Piggyback  
Fleet Sales

Contract Name  
**2017-120716-NAF**  
Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Alan Jay Fleet Sales

DocuSigned by  
*Chris Wilson*  
1E6391CA18A548E...

Signature

Chris Wilson

Print Name

Oct 3, 2017 | 8:54 AM PDT

Date



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Alan Jay Fleet Sales

Project Name: Fleet Sales

Bid/Reference # 2017-120716-NAF

Contract Type: Piggyback

Contract Value \$ 100514.25

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 4

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Roger Lachance

### Brief Description/Purpose:

To utilize the pricing on the NJPA contract wth Alan Jay Fleet sales to purchase various vehicles.

### Approvals:

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

City Attorney \_\_\_\_\_

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

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

July 6, 2017

Laura Torbett  
Government Sales  
Duval Ford LLC  
1616 Cassat Avenue  
Jacksonville, FL 32210

**RE: Engagement Letter Authorizing Piggyback  
Motor Vehicles**

Contract Name  
**25100000-16-1**

Contract Reference

Dear Laura Torbett,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao

Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

**Engagement Letter Authorizing Piggyback  
Motor Vehicles**

	Contract Name
<b>25100000-16-1</b>	
	Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Duval Ford LLC

\_\_\_\_\_  
DocuSigned by:  
*Laura Torbett*  
57B0267C16954B8...

\_\_\_\_\_  
Signature

Laura Torbett

\_\_\_\_\_  
Print Name

Jul 6, 2017 | 4:55 PM EDT

\_\_\_\_\_  
Date



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Duval Ford LLC

Project Name: Motor Vehicles

Bid/Reference # 25100000-16-1

Contract Type: Piggyback

Contract Value \$ 165988.00

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 1

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Roger Lachance

### Brief Description/Purpose:

To utilize the Florida state contracted pricing for Ford vehicles. See attached quotes for 2017 Ford Escape U0G, F150 2WD F1C, F150 2WD F1C, F150 2WD F1C, F150 2WD W1C, and F150 2WD X1C.

### Approvals:

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

City Attorney \_\_\_\_\_

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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



**Administrative Services & Economic Development**  
**Central Services Division**

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

October 6, 2017

Laura Tortbett  
Governmental  
Duval Ford  
1616 Casset Avenue  
Jacksonville, FL 32210

**RE: Engagement Letter Authorizing Piggyback  
Motor Vehicles**

**Contract Name**  
**25100000-16-1**

**Contract Reference**

Dear Laura Tortbett,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

**Engagement Letter Authorizing Piggyback  
Motor Vehicles**

	Contract Name
<b>25100000-16-1</b>	
	Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Duval Ford

\_\_\_\_\_  
DocuSigned by:  
*Laura Torbett*  
57B0267C16954B8...

\_\_\_\_\_  
Signature

Laura Torbett

\_\_\_\_\_  
Print Name

Oct 9, 2017 | 8:13 AM EDT

\_\_\_\_\_  
Date

In Progress





## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Duval Ford

Project Name: Motor Vehicles

Bid/Reference # 25100000-16-1

Contract Type: Piggyback

Contract Value \$ 74169.50

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: Exp. Nov. 16, 2017

Renewable (Y/N): N

If Yes, # and length of renewals: One time Purchase

City's Project Manager Roger Lachance

### Brief Description/Purpose:

To utilize the pricing on the State of Florida contract to purchase vehicles from Duval Ford

### Approvals:

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

City Attorney \_\_\_\_\_

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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



**Administrative Services & Economic Development**  
**Central Services Division**

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

July 12, 2017

Bob Oreilly  
Government Sales  
Duval Ford LLC  
1616 Cassat Avenue  
Jacksonville, FL 32210

**RE: Engagement Letter Authorizing Piggyback  
Medium and Heavy Duty Trucks**

**Contract Name**  
**ITB # 11-25101600-C**

**Contract Reference**

Dear Bob Oreilly,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

**Engagement Letter Authorizing Piggyback  
Medium and Heavy Duty Trucks**

Contract Name  
**ITB # 11-25101600-C**

Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Duval Ford LLC

DocuSigned by:  
**Bob O'Reilly**  
ED6C621D5D97416...

\_\_\_\_\_  
Signature

Bob O'Reilly

\_\_\_\_\_  
Print Name

Jul 12, 2017 | 3:52 PM EDT

\_\_\_\_\_  
Date



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Duval Ford LLC

Project Name: Medium and Heavy Duty Trucks

Bid/Reference # ITB # 11-25101600-C

Contract Type: Piggyback

Contract Value \$ 98820.25

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 5

Renewable (Y/N): N

If Yes, # and length of renewals: N/A

City's Project Manager Roger Lachance

### Brief Description/Purpose:

To utilize the State of Florida's contract pricing with Duval Ford for the F-750. Please see attached quote.

### Approvals:

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

City Attorney \_\_\_\_\_

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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



**Administrative Services & Economic Development**  
**Central Services Division**

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

July 6, 2017

Tony Campos  
Account Representative  
Kustom Signals, Inc.  
9652 Loiret Blvd.  
Lenexa, KS 66219

**RE: Engagement Letter Authorizing Piggyback  
Police Radar, Lidar, Parts & Equipment**

Contract Name  
**T.T. # NASPO # 01611**

Contract Reference

Dear Tony Campos,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

**Engagement Letter Authorizing Piggyback  
Police Radar, Lidar, Parts & Equipment**

	Contract Name
<b>T.T. # NASPO # 01611</b>	
	Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Kustom Signals, Inc.

\_\_\_\_\_  
DocuSigned by:  
*Tony Campos*  
DEB62815467942F...

\_\_\_\_\_  
Signature

Tony Campos

\_\_\_\_\_  
Print Name

Jul 18, 2017 | 1:32 PM EDT

\_\_\_\_\_  
Date

In Progress



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Kustom Signals, Inc.

Project Name: Police Radar, Lidar, Parts & Equipment

Bid/Reference # T.T. # NASPO # 01611

Contract Type: Piggyback

Contract Value \$ 40232.00

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 2

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Roger Lachance

### Brief Description/Purpose:

Quote # 1008985862330SE To utilize the State of Montana/Washington contracted pricing  
with Kustom Signals, Inc.

### Approvals:

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

City Attorney \_\_\_\_\_

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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



**Administrative Services & Economic Development**  
**Central Services Division**

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

5/22/2017

Kimberly Jack  
Inside Sales Coordinator  
Signalisation Ver-Mac Inc.  
1781 Bresse  
Quebec, Quebec G2G 2V2

**RE: Engagement Letter Authorizing Piggyback  
Arrow and Message Boards**

Contract Name  
**ITB-DOT-16/17-9046-SJ**

Contract Reference

Dear Kimberly Jack,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...


Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)



**Engagement Letter Authorizing Piggyback  
Arrow and Message Boards**

Contract Name  
**ITB-DOT-16/17-9046-SJ**  
Contract Reference

**CITY OF PALM COAST**

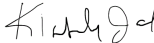
DocuSigned by:  
  
28EDD2ABE6A8496...

Signature  
Jim Landon

Print Name  
May 23, 2017 | 2:47 PM EDT

Date

Signalisation Ver-Mac Inc.

DocuSigned by:  
  
066D9ADC9F98478...

Signature  
Kimberly Jack

Print Name  
May 23, 2017 | 10:26 AM EDT

Date



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Signalisation Ver-Mac Inc.

Project Name: Arrow and Message Boards

Bid/Reference # ITB-DOT-16/17-9046-SJ

Contract Type: Piggyback

Contract Value \$ 24616.00

Resolution # N/A

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 3 years

Renewable (Y/N): Y

If Yes, # and length of renewals: 3 years

City's Project Manager \_\_\_\_\_

### Brief Description/Purpose:

Purchasing Arrow and Message Boards utilizing the Florida Department of Transportations contracted pricing.

### Approvals:

Responsible Dept. Director \_\_\_\_\_

Date: May 23, 2017 | 11:21 AM

City Finance \_\_\_\_\_

Date: May 23, 2017 | 2:37 PM

City Attorney \_\_\_\_\_

Date: May 23, 2017 | 12:27 PM

ASED Director \_\_\_\_\_

Date: May 23, 2017 | 10:40 AM

City Manager \_\_\_\_\_

Date: May 23, 2017 | 2:47 PM



**Administrative Services & Economic Development**  
**Central Services Division**

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

July 13, 2017

John Duncan  
Assistant Governmental Sales Manager  
Ringpower Corporation  
500 World Commerce Parkway  
Saint Augustine, FL 32092

**RE: Engagement Letter Authorizing Piggyback  
Construction & Agricultural Equipment**

**042815-TER**

Contract Name

Contract Reference

Dear John Duncan,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)



**Administrative Services & Economic Development**  
**Central Services Division**

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

October 3, 2017

Linda Jacobs  
Director of RLC & SF & G  
Wesco Turf, Inc.  
2101 Cantu Court  
Sarasota, FL 34232

**RE: Engagement Letter Authorizing Piggyback  
Agriculture & Lawn Equipment**

**Contract Name**  
**21100000-15-1**

**Contract Reference**

Dear Linda Jacobs,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

Rose Conceicao  
Risk Management & Contract Coordinator  
[rconceicao@palmcoastgov.com](mailto:rconceicao@palmcoastgov.com)

**Engagement Letter Authorizing Piggyback  
Agriculture & Lawn Equipment**

	Contract Name
<b>21100000-15-1</b>	
	Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Wesco Turf, Inc.

DocuSigned by  
*Linda Jacobs*  
621747C42BCD41B...

\_\_\_\_\_  
Signature

Linda Jacobs

\_\_\_\_\_  
Print Name

Oct 3, 2017 | 10:24 PM EDT

\_\_\_\_\_  
Date



## CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Wesco Turf, Inc.

Project Name: Agriculture & Lawn Equipment

Bid/Reference # 21100000-15-1

Contract Type: Piggyback

Contract Value \$ 84816.43

Resolution # \_\_\_\_\_

City Council Approval Date: \_\_\_\_\_

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 3

Renewable (Y/N): N

If Yes, # and length of renewals: \_\_\_\_\_

City's Project Manager Roger Lachance

### Brief Description/Purpose:

To utilize the State of Floridas pricing with Wesco Turf for the purchase of Toro Mowers and accessories. See attached quote. \$66,029.92 for the Toro Groundsmast 4000-D & \$18,786.51 for the Toro Workman HD.

### Approvals:

Responsible Dept. Director \_\_\_\_\_

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

City Finance \_\_\_\_\_

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

City Attorney \_\_\_\_\_

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

ASED Director \_\_\_\_\_

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

City Manager \_\_\_\_\_

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

**From:** Guy Gabbey  
**To:** [Fred Vitagliano](#)  
**Subject:** Buffalo Turbine  
**Date:** Monday, October 9, 2017 8:36:42 AM  
**Attachments:** [Cyclone KB4\\_email.pdf](#)

---

Good morning Fred. Thank you for contacting us today, and for returning to Buffalo Turbine for your debris blower. We are proud to manufacture machines that last, and are happy to hear that you had success with our product in the past.

Below, you will find pricing, and dealer information, for a more accurate quote. I have also included a spec sheet, so that you can verify that it is the same, or like machine, that you had previously.

BT-CKB4 \$7590  
Pricing does not include freight

Herman Bloch  
Division Manger  
Beard Equipment Company  
251-456-1993  
[hbloch@beardequipment.com](mailto:hbloch@beardequipment.com)

If you have any other questions, do not hesitate to contact us. We will get you the right answers quickly.

Thank you, and have a great day!

Guy Gabbey, Jr  
Buffalo Turbine  
Sales/Customer Service  
716-592-2700





# ICYCLONE KB4

*The*  
**ORIGINAL**  
TURBINE  
*Est. 1945*



# **BUFFALO TURBINE**

180 Zoar Valley Road, Springville, NY 14141 | ph 716.592.2700 | [www.buffaloturbine.com](http://www.buffaloturbine.com) | Dealer Inquiries Welcome





QUESTIONS? SPEAK WITH AN EXPERT :: (716) 592-2700 :: M-F 8:00AM-4:30PM EST :: Jody Smith | Brian Singer

## > CYCLONE KB4

### Applications

Golf Courses | Rental Companies | Sports Facilities  
Paving Contractors | Highway Construction Companies  
Municipalities | Parks | Cemeteries | Racetracks  
Test Tracks | Landscapers

### TOP BENEFITS

- > Superior performance
- > Powerful and versatile
- > Heavy steel construction
- > Easy to operate and maintain

### TOP FEATURES

- > Quick and easy adjustable hitch
- > Can be mounted in a utility vehicle, truck bed or other vehicle when towing is not an option
- > Wireless system to control both nozzle and throttle

### ENGINE SPECS

- > Kohler Command Pro CH740
- > V-Twin
- > Air cooled
- > Smart choke carburetor
- > Electronic start
- > Electronic ignition system

### PHYSICAL SPECS

- > Overall Length: 102"
- > Overall Height: 38.5"
- > Overall Width: 48"
- > Weight: 470 lbs.
- > Tire size: 18.5 x 8.50-8 turf tires

### GENERAL INFO

- > Powder coated
- > Hoses and fittings included
- > Comes with polymer nozzle standard
- > Optional aluminum nozzles available:  
Rectangular nozzles (10" or 19" long)  
Round nozzles (10" or 12" outlet)  
Fishtail nozzle



D.O.T. Trailer Option



GSA Contractor:  
GS-21F-080AA  
**Advantage!**  
[www.grubbsadvantage.com](http://www.grubbsadvantage.com)



Contact: 519-844-2360  
Toll Free: 800-267-0578



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[LAWN AND GARDEN](#)

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## Agri-Metal Tow Behind Blower

**\$7,400**

Description

### Product Description

Canadian built with the best price in the industry  
Wireless control  
Call for demo!

Category: Debris Blowers.

[HOME](#) | [AGRICULTURE](#) | [GOLF](#) | [HISTORY](#) | [STAFF](#) | [LINKS](#) | [NEWS](#) | [CONTACT](#)

Textron Specialized Vehicles  
(863) 670-3765  
5101 Gateway Blvd  
Suite 18  
Lakeland, FL 33811



Freddy Vitagliano  
City of Palm Coast  
Palm Coast, FL

## Proposed Products

### TURFCO

#### Turfco Torrent 2 Blower



##### 85651

Torrent Blower with Remote Control. Tow Behind, 725cc Kohler with Electric Start (Less Battery)

##### Accessories

1 x 86194 - Blower Auxiliary Control Kit for 2015 Machines with Serial Number Starting with "T"

#### Equipment Acquisition Detail

Quantity 1

**Selling Price \$ 7,066.08**

#### Notes

GA State Contract pricing, Contract # 99999-001-SPD0000102-005

Total Price \$ 7,066.08

Less Trade Ins \$ 0.00

**Final Purchase Price \$ 7,066.08**

06-Oct-2017

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### Textron Specialized Vehicles terms and conditions of sale

Quote Valid for 30 Days from date published.

Jessica Barlag/Territory Sales Rep  
443-221-9728/jbarlag@textron.com

All Prices in this quotation exclude Tax

E. & O.E.



## Meeting Calendar for 10/11/2017 through 11/30/2017

**10/17/2017 9:00 AM**

City Council  
City Hall

**10/18/2017 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**10/18/2017 6:00 PM**

Special Charter Workshop  
Buddy Taylor Middle School

**10/26/2017 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**10/26/2017 6:00 PM**

Special Charter Workshop  
Flagler Palm Coast High School

**10/31/2017 9:00 AM**

City Council Workshop  
City Hall

**11/1/2017 10:00 AM**

Code Enforcement Board  
City Hall

**11/7/2017 6:00 PM**

City Council  
City Hall



## Meeting Calendar for 10/11/2017 through 11/30/2017

**11/8/2017 8:30 AM**

Volunteer Firefighters' Pension Board  
Fire Station #25

**11/8/2017 6:30 PM**

Leisure Services Advisory Committee  
City Hall

**11/14/2017 9:00 AM**

City Council Workshop  
City Hall

**11/15/2017 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**11/21/2017 9:00 AM**

City Council  
City Hall

**11/28/2017 9:00 AM**

City Council Workshop  
City Hall

#	File #	Item	Title	Staff
			<b>Business Meeting 10/17/2017</b>	
1		Resolution	Purchase Water Meters	Adams/Zaleski
2		Resolution	Reconstruction of Surface Water Control Structures L-1 & K-1 & W-1	Flanagan/Brennan
3		Resolution	Wage Article-Union	Cullen
4		Discussion	Mayor's Bloomberg Challenge	Falgout/Dineen
5	322	Resolution	Design & Construction Srvcs. Southern Wellfield Expansion LW 83, LW 84, LW 85 and New Raw Water Main Project	Flanagan/Kronenberg
6		Ordinance	PC United Methodist Church Rezoning	Hoover
7		Proclamation	Florida League of Citites-FI City Government Week	Lane
8		Presentation	Senior Games Parade of Champions	Lane
9		Proclamation	Domestic Violence Awareness Month	Lane
10		Presentation	Citizen's Academy 41st class	Lane
11		Ordinance 2nd	Medical Marijuana	Meehan
12		Ordinance 1st	Marina Del Palma FLUM	Papa
13		Ordinance 1st	Marina Del Palma Rezoning	Papa
			<b>Workshop 10/31/2017</b>	
1		Resolution	Purchase Mower Decks	Abreu
2		Resolution	Roadway Striping Services Agreement	Abreu
3		Resolution	Disposal of Fire Trucks	Beadle
4		Resolution	Cultural Arts Grants	Boyer
5		Resolution	Brownfield Designation	Falgout
6		Presentation	Road Impact Fees	Papa
			<b>Business Meeting 11/07/2017</b>	
1		Resolution	Purchase Mower Decks	Abreu
2		Resolution	Roadway Striping Services Agreement	Abreu
3		Resolution	Disposal of Fire Trucks	Beadle
4		Resolution	Cultural Arts Grants	Boyer
5		Resolution	Brownfield Designation	Falgout
6		Ordinance 1st	North Pointe Multi-Family Rezoning	Hoover
7		Ordinance 2nd	PC United Methodist Church Rezoning	Hoover
8		Proclamation	World Diabetes Day	Lane
			<b>Workshop 11/14/2017</b>	

			<b>Business Meeting 11/21/2017</b>	
1		Resolution	Budget Amendment	Finance
2		Ordinance 2nd	North Pointe Multi-Family Rezoning	Hoover
			<b>Workshop 11/28/2017</b>	
1		Presentation	Charter Review Summation	Crotty
			<b>Business Meeting 12/05/2017</b>	
			<b>Workshop 12/12/2017</b>	
1		Discussion	City Manager RFP Summation	Falgout
			<b>Future</b>	
1		Resolution	Master Plan SCADA Telemetry Standarization	Adams/Hogan
2		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
3		Resolution	Property Exchange NECGA	Falgout
4		Ordinance	FLUM Annexation-Roberts Road	Papa
5		Ordinance 1st	Coastal Trace FLUM	Papa
6		Ordinance 1st	Coastal Trace Rezoning	Papa
7		Ordinance 2nd	PC 145 LLC FLUM	Papa
8		Ordinance 2nd	PC 145 LLC Rezoning	Papa
9		Resolution	Annual Fire Inspection Fees	Quinn
10	261	Resolution	InLine Fiber Contract	Viscardi

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 10/17/2017 9:00:00 AM

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
		<b>#</b>
<b>Subject</b>	ATTACHMENTS TO MINUTES	
<b>Background :</b>		
<b>Recommended Action :</b>		



# L-1 and K-1 and W-1 Surface Water Control Structure Reconstruction



*Find Your Florida*



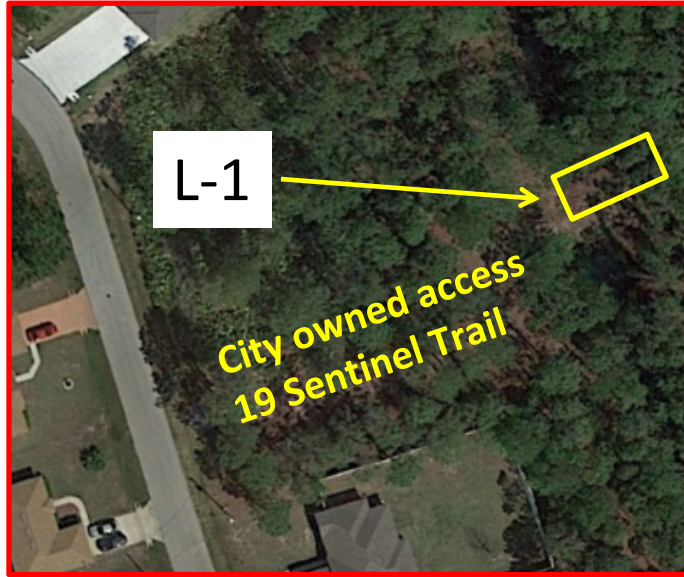


**L-1**

**K-1**

**L-1 and K-1 General Locations**





**L-1 Specific Location – 19 Sentinel Trail**







Downstream conditions



Upstream conditions

## L-1 Current Conditions





**K-1 Specific Location – 25 September Place**





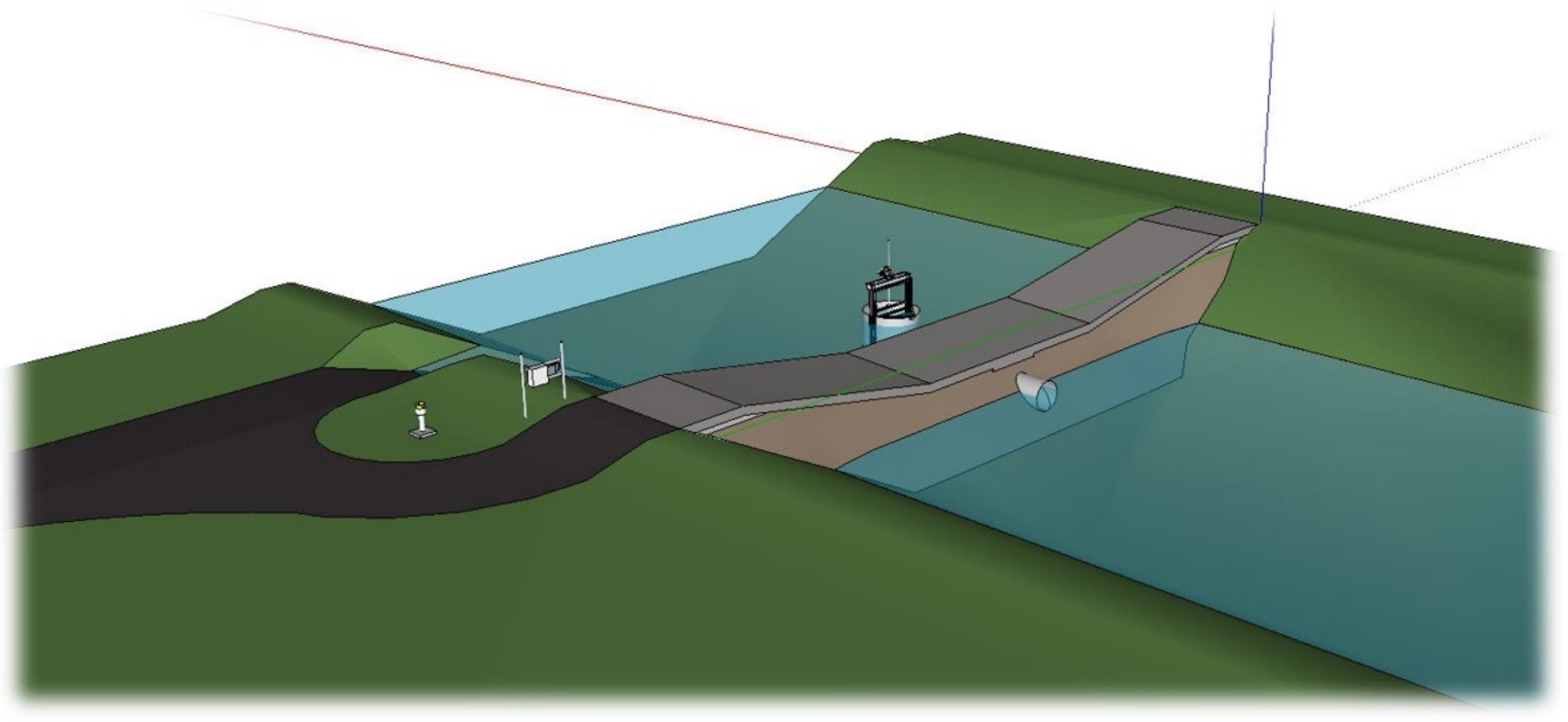
Downstream conditions



Upstream conditions

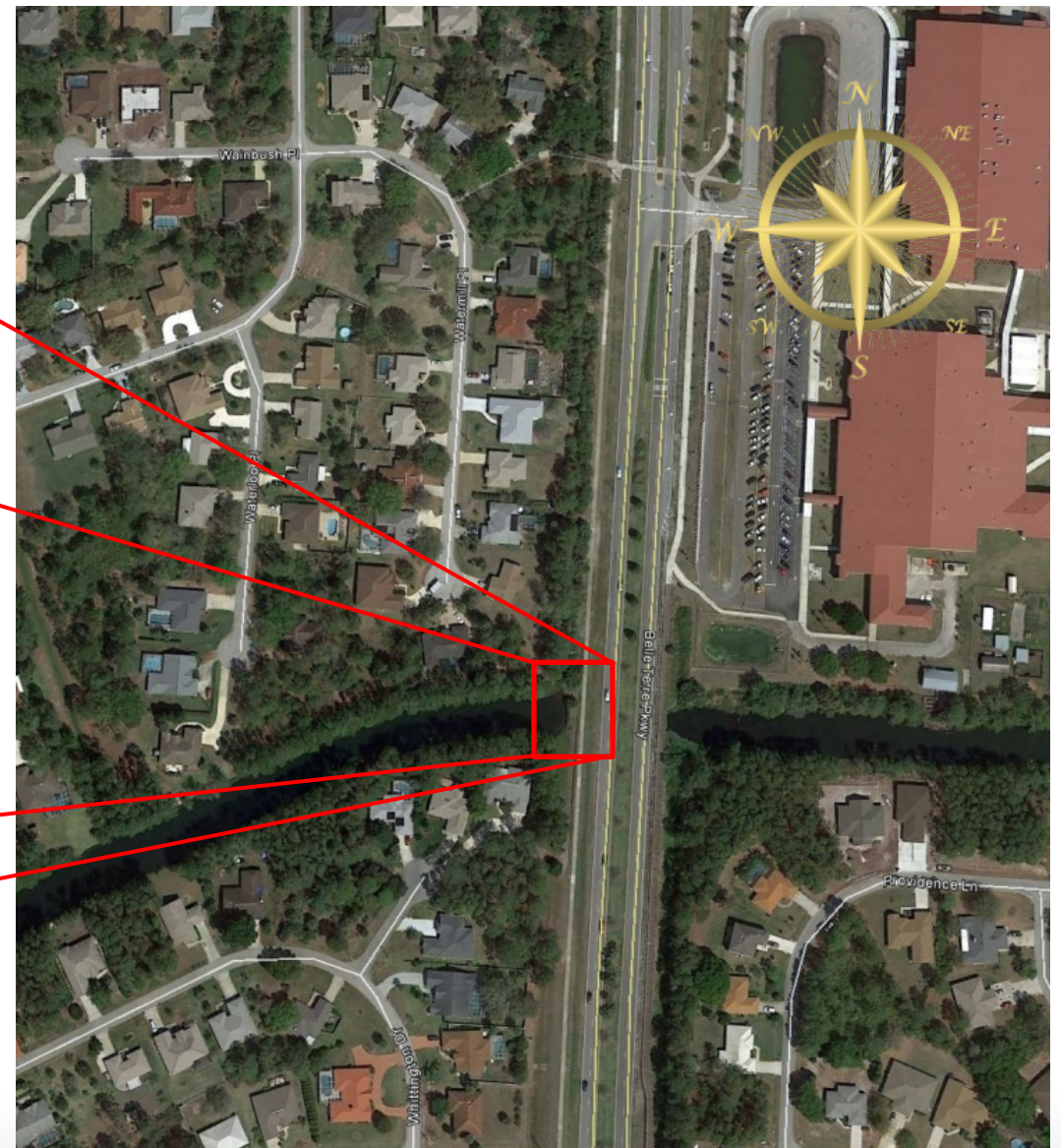
## K-1 Current Conditions





**K-1 and L-1 After Reconstruction**





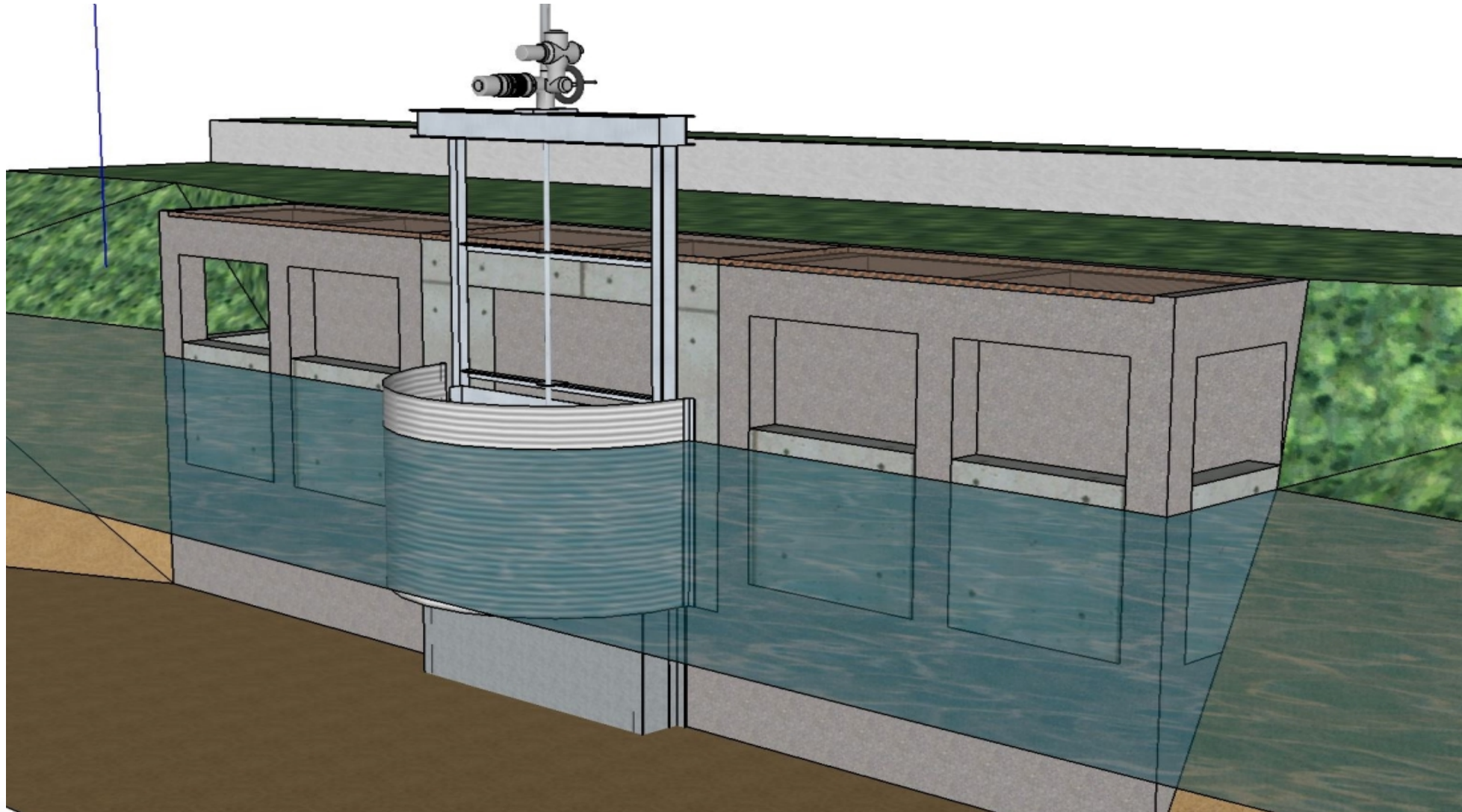
W-1– 4403 Belle Terre Parkway





**W-1 Current Conditions**





**W-1 After Reconstruction**





**Of 35 water control structures within the City, 19 have been rehabilitated since 2009, with 16 remaining**

**When these three are done, only 2 major structures will remain**

**Established Priorities**



City of Palm Coast  
5 Year Capital Improvement Plan

		Budget	Projected	
		FY 17	FY 17	FY 18
<b>STORMWATER MANAGEMENT FUND</b>				
Prior Year Carry-over		193,920	193,920	538,097
Revenues:				
Ad Valorem Taxes		418,442	418,442	502,590
Stormwater Fees		7,240,846	7,240,846	7,270,000
Grants		335,000	335,000	700,000
New Revenue		-	-	-
Interest on Investments		-	10,000	-
Total Revenues		7,994,288	8,004,288	8,472,590
Total Available Funds		8,188,208	8,198,208	9,010,687
Operating Expenses/Debt Service:		4,751,972	4,490,999	4,660,235
<b>Water Control Structures</b>				
55001		415,000	385,000	1,010,000
BS-2 Weir Replacement		385,000	361,154	-
W-1 (to be done with major crossing W-1)		-	23,846	220,000
L-1 Weir Replacement		-	-	385,000
K-1 Weir Replacement		-	-	385,000
P-1 Weir Replacement (to be done with major crossing P-1)		-	-	-
K-6 Weir Replacement (to be done with major crossing K-6)		-	-	-
Structure Access Improvements		10,000	-	-
Structure Repairs		20,000	-	20,000

**FY 2018 Approved Budget**



## 4 Pre - qualified bidders

- Sieg & Ambachtsheer, Inc. \$807,500.00  
Deland, Florida
- S.E. Cline Construction, Inc. \$853,868.50  
Palm Coast, Florida (Local bid preference max allowance is \$20,000)
- Petticoat-Schmidtt Civil Contractors, Inc. \$1,283,600.00  
Jacksonville, Florida
- Brother's Construction, Inc. \$1,385,500.00  
Stuart, Florida

Sieg & Ambachtsheer was selected as the lowest and best bidder.

**Bidder Selection**





## **Budgeted**

K-1 Weir Budget Line Item	\$385,000
L-1 Weir Budget Line Item	\$385,000
W-1 Weir Budget line Item	<u>\$220,000</u>
Total Budget	\$990,000
Winning Bid	\$807,500
+10% Contingency	<u>\$ 80,750</u>
	\$888,250

SJRWMD Cost Share (Grant)    Between -\$618,500 to -\$700,000

**Selected Bidder**



Expected Notice to proceed	Nov – Dec 2017
Mobilization for construction	Jan – Feb 2018
Substantial completion	Jul – Aug 2018 (270 days)
Final completion	Sep – Oct 2018 (30 days)

**Tentative Schedule**







**BS-2 on Barrington Waterway  
Previous Cost Share with SJRWMD**

**Most Recent Project - 2017**

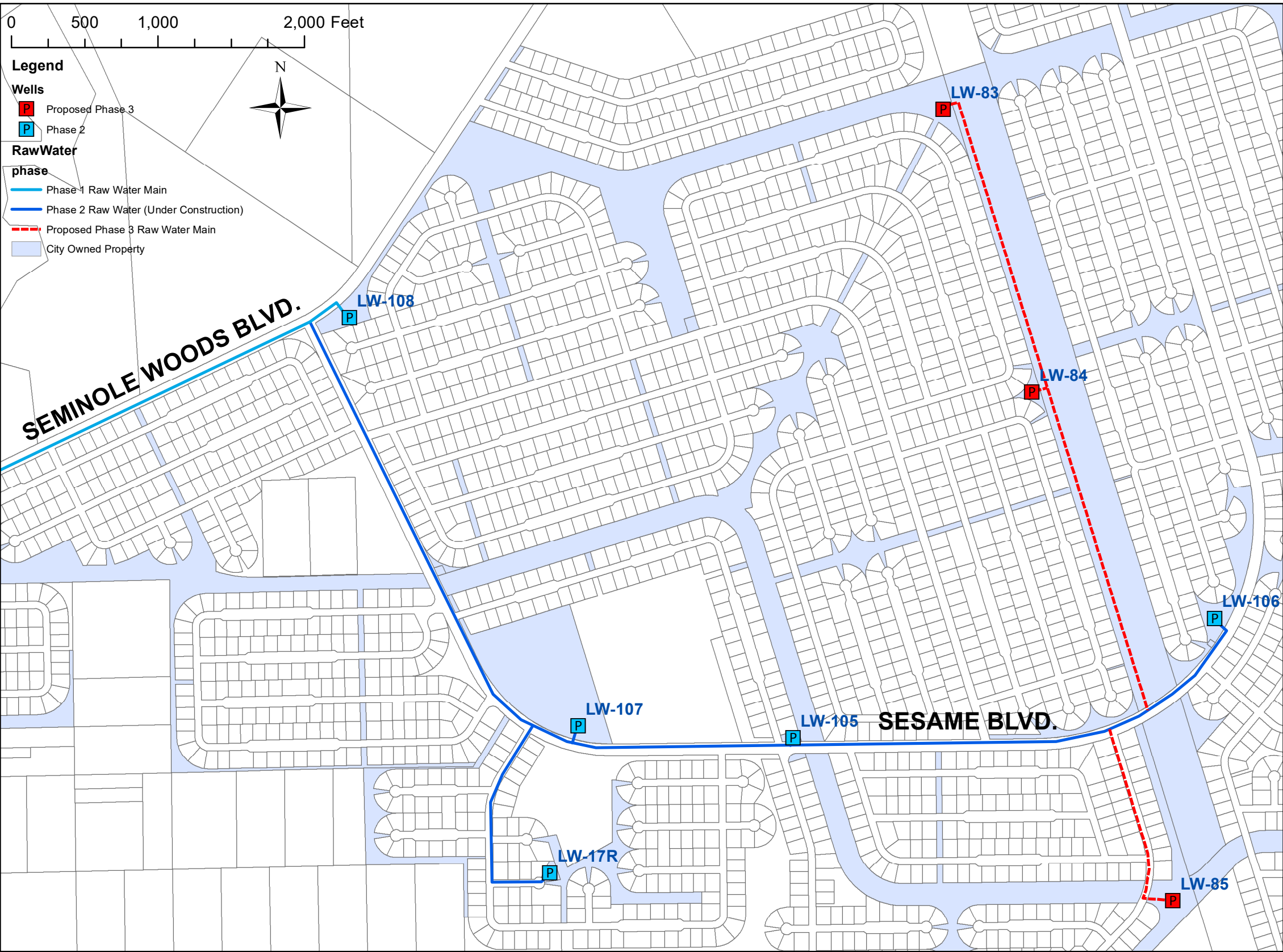


# Next Step

Approve a contract with Sieg & Ambachtsheer  
for the reconstruction of K-1, L-1 and W-1  
for the amount of \$888,250

# Additional Questions?





# Bloomberg Philanthropies' Mayors Challenge



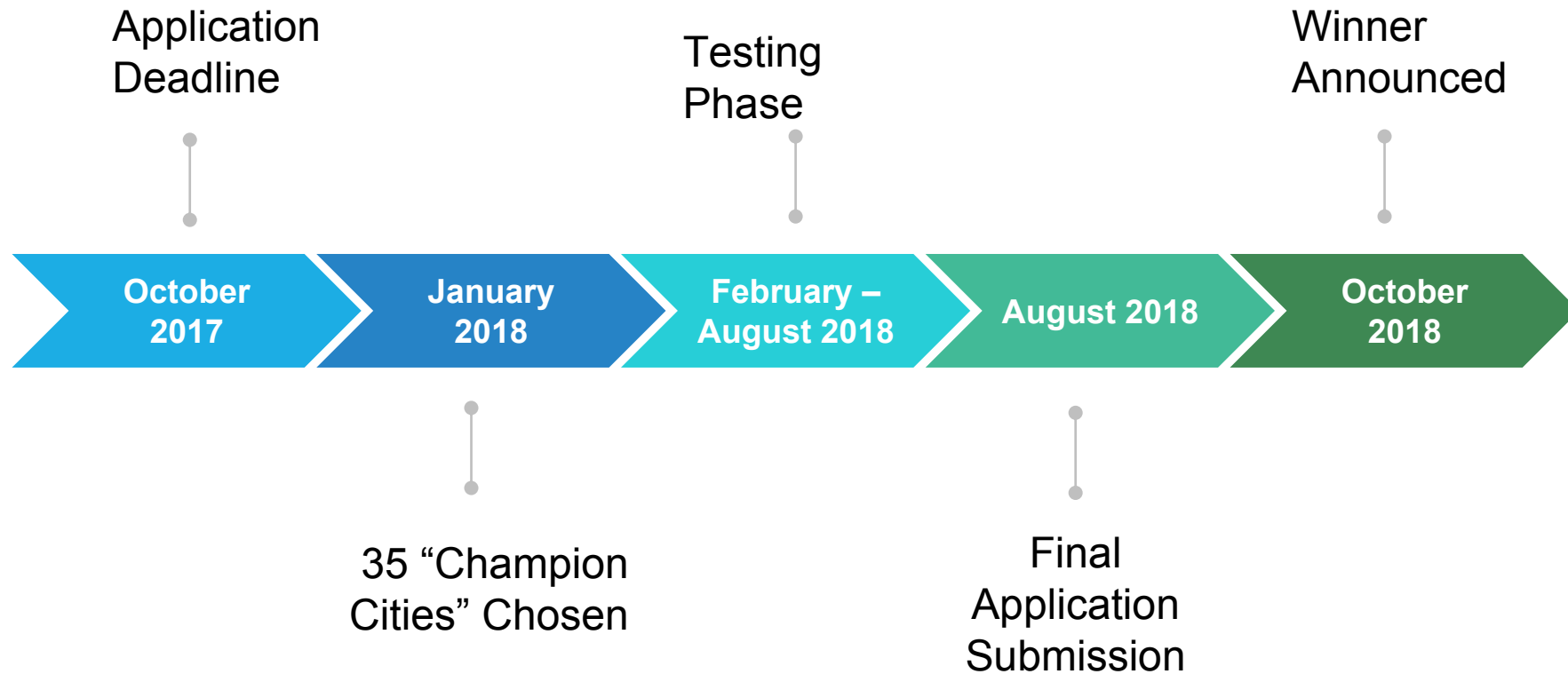
# Overview

Hosted by Bloomberg Philanthropies, the Mayors Challenge is a grant competition that encourages cities to develop an innovative idea to address a problem found within their community.





# Timeline



*Find your Florida*

# What We've Done to Date

- Accelerator Workshop
- Bloomberg Philanthropies Webinars
- Meeting with Community Problem Solving Group and TPO
- Research



# Problem

Conflicts from pedestrian and bicycles sharing the neighborhood roadways with vehicles



# Proposal



- Creation of a Pedestrian and Bicycle Zone Along Main Neighborhood Roadways
  - TPO suggestion from Bike/Pedestrian Study
  - Restriping main neighborhood roadways to create a 4 foot zone on the road that is utilized by pedestrians and cyclists
  - High visibility line will be used for the road striping
  - Reflectors will be used along the high visibility line
- Testing Phase to include Pre and Post Neighborhood Study and Data Collection
- Coupled with Targeted Public Education

