



City of Palm Coast

Agenda

CITY COUNCIL WORKSHOP

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

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

Tuesday, February 27, 2018

9:00 AM

CITY HALL

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 any topic or proposition not on the agenda or which was discussed or agendaed at the previous City Council Workshop, 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 ORDINANCE 2018-XX PROPOSED AMENDMENTS TO THE CITY CHARTER**
- 2 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT (#FSA16-VEF12.0) WITH HALL-MARK RTC FOR THE PURCHASE OF A FIRE TRUCK IN ACCORDANCE WITH THE FLEET REPLACEMENT SCHEDULE**

F. WRITTEN ITEMS

- 3 RESOLUTION 2018-XX APPROVING FDOT LAP AGREEMENT FOR SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD AT SR 100 PROJECT**
- 4 RESOLUTION 2018-XXX APPROVING A WORK ORDER WITH TAYLOR ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE WALKER WATERWAY MAJOR CROSSING AT BELLE TERRE PARKWAY REHABILITATION PROJECT**
- 5 RESOLUTION 2018-XX APPROVING A PURCHASE ORDER WITH TOM EVANS ENVIRONMENTAL, INC. FOR THE PURCHASE OF SUBMERSIBLE PUMPS AND A CONTROL PANEL**

G. PUBLIC PARTICIPATION

Remainder of Public Comments is limited to three (3) minutes each.

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

- 6 CALENDAR/WORKSHEET**

ATTACHMENTS TO MINUTES

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/27/2018

Department Item Key	ADMINISTRATIVE SERVICES	Amount Account #
Subject	ORDINANCE 2018-XX PROPOSED AMENDMENTS TO THE CITY CHARTER	
Background: <p>In September of 2017, the City of Palm Coast initiated a public participation process to educate the community about the City’s charter and solicit input regarding potential changes and amendments to the document. The existing charter was written in 1999 when the City was incorporated, has been amended from time to time, but has not been reviewed in its entirety.</p> <p>Ms. Marilyn Crotty, Director of the Florida Institute of Government at the University of Central Florida, was engaged to facilitate the process. A series of public workshops were held in September and October. Ms. Crotty presented the summary report at the January 9, 2018 City Council Workshop.</p> <p>At the City Council Workshop, City Council directed staff to develop five (5) amendments, one of which (#5) would be considered after City Council reviewed proposed language and discussed further. Below is a summary of the five (5) amendments.</p> <ol style="list-style-type: none">1. Update Outdated and to Clarify Ambiguous Charter Provisions2. Revise the Charter Review Process to Include an Advisory Charter Review Committee3. Revise to Process to Fill a Vacancy in the Office of the Mayor or of a Council Seat4. Revise the Charter Initiative and Referendum Process to Comply with State Law5. Increase the Number of Council Districts from Five (5) to Seven (7) <p>City staff will present the draft Ordinance with proposed titles and summaries along with the implementing charter revisions.</p>		
Recommended Action: Discuss and provide further direction.		

ORDINANCE 2018-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA SUBMITTING TO THE ELECTORS OF PALM COAST PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF PALM COAST WHICH SHALL BE CONSIDERED BY BALLOT; PROVIDING BALLOT TITLES AND SUMMARIES FOR THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR DIRECTION TO THE CITY CLERK;; PROVIDING FOR CONFLICTS, SEVERABILITY. AND PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE AND FOR THE APPROVED AMENDMENTS.

WHEREAS, the City Council of Palm Coast established a comprehensive public process permitting input about the existing City Charter; and

WHEREAS, the process was designed to provide an open, objective, and deliberative process during which ample opportunity was provided for the public to participate in a comprehensive study of any and all phases of City government; and

WHEREAS, the City Council convened this comprehensive study of the City Charter to avoid piecemeal changes to the City's organic law, an option which the City Council found as essential to the proper and orderly function of government; and

WHEREAS, after conducting numerous public meetings, at which the existing City Charter was examined and debated and various Charter amendment proposals from citizens and advisors were considered, the City Council considered various options for amendments to the existing Palm Coast Charter; and

WHEREAS, as a result of the input, recommendations, and advice received during the Charter Review Process and after careful deliberation and consideration, the City Council finds that it is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast to propose a comprehensive revision of the Palm Coast City Charter in accordance with Section 10 of the Palm Coast City Charter and Section 166.031, Florida Statutes; and

WHEREAS, the City Council finds that the proposed ballot questions and summaries should be submitted to the City electorate for its consideration and final approval or disapproval; and

WHEREAS, the City Council of the City of Palm Coast desires to put to a vote of the citizens the issue of whether the Charter should be changed as proposed by the City Council following the aforescribed public process; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its Charter, which amendments may be to any part or all of its Charter; and

WHEREAS, Section 10 of the City Charter provides that amendments to the Charter may be submitted to the electors by a majority vote of the Council members, and if the proposed amendments are approved by a majority of the electors, the amendments shall become law; and

WHEREAS, the City Council finds it to be in the best interests of its citizens to submit said proposed Charter amendments to the voters at a referendum election conducted by the Flagler County Supervisor of Elections on November 6, 2018.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. Referendum Election. The City Council of the City of Palm Coast, pursuant to Sections 166.031 Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Palm Coast, which proposed amendments are set forth below. Each question shall be voted on separately and approved or disapproved based on its own merit. Such referendum election shall be held in conformity with the laws of the State of Florida. The Supervisor of Elections of Flagler County is to coordinate all matters of said referendum election with the Palm Coast City Clerk, pursuant to that Interlocal Agreement between the City and the Supervisor of Elections.

SECTION 2. Amendments to City Charter. The form of the ballot for the Charter Amendments proposed in this Ordinance shall be as follows:

City Charter Amendment 1:

TITLE:

CHARTER AMENDMENTS TO UPDATE OUTDATED AND TO CLARIFY AMBIGUOUS CHARTER PROVISIONS.

SUMMARY:

Shall the Charter be amended to delete obsolete sections, to replace the current legal boundary description with a general boundary statement, to establish Council salaries by resolution, and to revise requirements for consistency with state laws.

Shall the above-described Charter Amendment be adopted?

For _____

Against _____

City Charter Amendment 2:

TITLE:

CHARTER AMENDMENT TO REVISE THE CHARTER REVIEW PROCESS TO INCLUDE AN ADVISORY CHARTER COMMITTEE.

SUMMARY:

Shall the Charter be amended to eliminate outdated language regarding an initial Charter review; to include an appointed Advisory Charter Review Committee in the Charter review process, and to require a Charter review at least once every ten (10) years.

Shall the above-described Charter Amendment be adopted?

For _____

Against _____

City Charter Amendment 3:

TITLE:

CHARTER AMENDMENT TO REVISE THE PROCESS TO FILL A VACANCY IN THE OFFICE OF THE MAYOR OR OF A COUNCIL SEAT.

SUMMARY:

Shall the Charter be amended to provide that (1) a vacancy in the office of Mayor shall be filled by the Vice Mayor eliminating the need for a special election, and (2) that a vacancy in the office of a council seat be appointed within 30 days unless the vacancy occurs within 6 months of the next regularly scheduled election?

Shall the above-described Charter Amendment be adopted?

For _____

Against _____

City Charter Amendment 4:

TITLE:

CHARTER AMENDMENT TO REVISE THE CHARTER INITIATIVE AND REFERENDUM PROCESS TO COMPLY WITH STATE LAW.

SUMMARY:

Shall the Charter be amended to change the percentage of qualified electorate needed to initiate the referendum, initiative, and Charter amendment processes consistent with state law and to add a detailed process for the conduct of any such initiatives and referendums.

Shall the above-described Charter Amendment be adopted?

For _____

Against _____

City Charter Amendment 5:

TITLE:

CHARTER AMENDMENT TO INCREASE THE NUMBER OF COUNCIL MEMBERS FROM FIVE (5) TO SEVEN (7).

SUMMARY:

Shall the Charter be amended to increase the number of Council Members from five (5) to seven (7); to provide for the election of a Mayor and two (2) Council members, at large, and to provide for four (4) Council districts, elected also at large, but with required District residency.

Shall the above-described Charter Amendment be adopted?

For _____

Against _____

SECTION 3. The proposed amendments, the ballot titles and summaries of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions as set forth in Section 2 of this Ordinance.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code 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 Code.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE OF ORDINANCE. This Ordinance shall become effective immediately upon its passage and adoption.

SECTION 7. EFFECTIVE DATE OF CHARTER AMENDMENTS. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval following election of the electors of the City of Palm Coast in accordance with Section 166.031, Florida Statutes, and Section 10 of the City Charter. If the electors reject an amendment, the rejected amendment shall not take effect. The City Clerk is hereby directed, upon adoption of the revised Charter, to renumber the Charter to logically organize all Charter amendments, and to promptly file the revised Charter with the State of Florida, Department of State, as required by Section 166.031, Florida Statutes.

Approved on first reading this _____ day of _____, 2018.

Adopted on the second reading after due public notice and hearing this _____ day of _____, 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR.
CITY ATTORNEY

Proposed City Charter Amendment 1:

TITLE:

**CHARTER AMENDMENT TO UPDATE OUTDATED AND TO CLARIFY
AMBIGUOUS CHARTER PROVISIONS.**

SUMMARY:

Shall the Charter be amended to delete obsolete sections, to replace the current legal boundary description with a general boundary statement, to establish Council salaries by resolution, and to revise requirements for consistency with state laws.

DRAFT

Proposed City Charter Amendment 2:

TITLE:

CHARTER AMENDMENT TO REVISE THE CHARTER REVIEW PROCESS TO INCLUDE AN ADVISORY CHARTER COMMITTEE.

SUMMARY:

Shall the Charter be amended to eliminate outdated language regarding an initial Charter review; to include an appointed Advisory Charter Review Committee in the Charter review process, and to require a Charter review at least once every ten (10) years.

PROPOSED NEW LANGUAGE

(2) Charter review; schedule, Charter Review Committee.

- (a) Schedule.* The Charter shall be reviewed in accordance with the process outlined in Section 10(2)(b) no later than April 1, 2028 and, at a minimum, every 10 years thereafter.
- (b) Charter Review Committee.* For any Charter review, a five- member Charter Review Committee shall be appointed. Each council member shall appoint one Committee member, and the Mayor shall appoint one member at large. The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election and complete its work and present any recommendations to the City Council no later than the April 1 before that next general election. The Palm Coast City Council shall hold a minimum of two public hearings on proposed changes by the Council or the Committee to the Charter prior to determining whether to place any changes on the scheduled general election ballot.

EXISTING CHARTER LANGUAGE:

(2) Charter review; schedule, Charter Review Committee.

- (b) Schedule.* The Charter shall be reviewed no sooner than 10 years after the creation of the City of Palm Coast on December 31, 1999, and thereafter it may be reviewed every 10 years.
- (b) Charter Review Committee.* A five-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one member at large. The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election and complete its work and present any recommendations for change no later than 60 days before

the general election. The Palm Coast city Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.

DRAFT

Proposed City Charter Amendment 3:

TITLE:

CHARTER AMENDMENT TO REVISE THE PROCESS TO FILL A VACANCY IN THE OFFICE OF THE MAYOR OR OF A COUNCIL SEAT.

SUMMARY:

Shall the Charter be amended to provide that (1) a vacancy in the office of Mayor shall be filled by the Vice Mayor eliminating the need for a special election, and (2) that a vacancy in the office of a council seat be appointed within 30 days unless the vacancy occurs within 6 months of the next regularly scheduled election?

Proposed New Language:

(e) Filling of vacancies.

1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor. Such assumption shall last until the next regularly scheduled election, at which time, the office of the Mayor shall be declared open and an election held for the remaining two years of the original term or the regular four-year term depending on when said vacancy occurred.
2. If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.
3. If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.

Existing Charter Language:

- (e) Filling of vacancies.
1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor, and within 30 days following the occurrence of such vacancy, a Special Election shall be called as outlined in section 8(5)(b). The Special Election for Mayor shall be for the remainder of the unfilled term.
 2. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at this time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.
 3. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.
 4. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in section 8(5)(b).
 5. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

City Charter Amendment 4:

TITLE:

CHARTER AMENDMENT TO REVISE THE CHARTER INITIATIVE AND REFERENDUM PROCESS TO COMPLY WITH STATE LAW.

SUMMARY:

Shall the Charter be amended to change the percentage of qualified electorate needed to initiate the referendum, initiative, and Charter amendment processes consistent with state law and to add a detailed process for the conduct of any such initiatives and referendums.

Proposed New Language:

- (3) *Initiative and referendum.* At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. If the Council fails to adopt such ordinance or Charter amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or Charter amendment, or the repeal of the adopted ordinance, on the ballot at the next general election. The procedure for such initiative or referendum shall be as established by ordinance.

Existing Charter Language:

- (3) *Initiative and referendum.* At least 25 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election.

Proposed City Charter Amendment 5:

TITLE:

CHARTER AMENDMENT TO INCREASE THE NUMBER OF COUNCIL MEMBERS FROM FIVE (5) TO SEVEN (7).

SUMMARY:

Shall the Charter be amended to increase the number of Council Members from five (5) to seven (7); to provide for the election of a Mayor and two (2) Council members, at large, and to provide for four (4) Council districts, elected also at large, but with required District residency.

Proposed New Language:

Section 5. City Council.

(1) City Council: composition; qualifications for office:

(a) Composition.

1. There shall be a seven member City Council consisting of six Council members and a Mayor.
2. There shall be four districts within the City, the boundaries of which are as outlined in section 9(2). These districts shall be designated as District One, District Two, District Three and District Four. Candidates for these four District seats shall run from the district in which they live, but be elected at large; and, such Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four. The remaining two Council Members Seats Five and Six, shall be also elected at-large and shall live within the City boundaries.
3. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

Further, language will need to be added for transition from four to six Council seats (including 5(b), Qualifications for office; §10(4), Adjustments of Districts; and also, but not limited to, Section 10, Charter Review) to clarify this increase in Council seats.

Existing Charter Language:

Sec. 5. – City Council.

(1) City Council; composition; qualifications for office.

(a) Composition.

1. There shall be a five member City Council consisting of four District members and a Mayor.
2. There shall be four districts within the City, the boundaries of which are as outline in section 9(2). These districts shall be designated as District One, District Two, District Three, and District Four. Each of the four Council members shall run from the district in which they live, but be elected at-large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.
3. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

DRAFT

City of Palm Coast, Florida

Agenda Item

Agenda Date : 2/27/18

Department	FIRE	Amount	\$50,000.00 (FY18) \$412,750.00 (FY 19)
Item Key		Account #	65010071-064000-46001
Subject	RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT (#FSA16-VEF12.0) WITH HALL-MARK RTC FOR THE PURCHASE OF A FIRE TRUCK IN ACCORDANCE WITH THE FLEET REPLACEMENT SCHEDULE		
Background : The Fire Departments Vehicle Replacement Plan includes the replacement of a fire engine in the 2019 Fleet Fund Budget. Deputy Chief Forte and members of the Apparatus Team will present to Council an updated apparatus replacement schedule for Fire Department. The replacement schedule includes the replacement of a back-up engine. The replacement engine will become a front line apparatus. The Fire Departments Apparatus Team developed the specifications for the requested engine based on previously purchased apparatus utilizing the Florida Sheriff’s Association bid specifications with Hall-Mark RTC. The total cost with deducts/additions is \$462,750.00. The total cost reflects the pricing and discounts available through the Florida Sheriffs Association Contract. City staff is recommending that City Council approve piggybacking the Florida Sheriffs Association Contract (#FSA16-VEF12.0) with Hall-Mark RTC for the purchase of a fire truck in accordance with the Fleet Replacement 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 replacement cost has been funded by internal replacement allocations through the Fleet lease schedule, consistent with previous year’s fire fleet replacements. A deposit will be required to begin construction of the truck which has budgeted for FY 2017/2018. The remaining cost will be budgeted for FY 2018/2019 and paid for upon completion and receipt of the truck.			
SOURCE OF FUNDS			
Fleet Fund-Vehicle/Equipment 65010071-064000-46001			\$ 50,000
Total Expended /Encumbered to Date			0
Deposit to be paid FY 2017/2018			\$ 50,000
Balance to be paid upon completion & receipt of truck (FY 2018/2019)			\$412,750
Recommended Action : Adopt Resolution 2018-XX approving piggybacking the Florida Sheriffs Association Contract (#FSA16-VEF12.0) with Hall-Mark RTC for the purchase of a firetruck in accordance with the Fleet Replacement Schedule.			

RESOLUTION 2018 - ____
PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION
CONTRACT FIRE TRUCK PURCHASE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT (#FSA16-VEF12.0) WITH HALL-MARK RTC FOR THE PURCHASE OF A FIRE TRUCK IN ACCORDANCE WITH THE FLEET REPLACEMENT SCHEDULE; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hall-Mark RTC has expressed a desire to provide a Pumper Fire Truck for the City of Palm Coast; and

WHEREAS, the Florida Sheriffs Association has a contract with Hall-Mark RTC for fire apparatus; and

WHEREAS, the City Council of the City of Palm Coast desires to piggyback the Florida Sheriffs Association Contract with Hall-Mark RTC to purchase a Pumper Fire Truck.

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

SECTION 1. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast approves the terms and conditions of the piggyback contract between Hall-Mark RTC and the Florida Sheriffs Association for the purchase of a fire truck.

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 or 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 6th day March 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Engagement Letter

Approved as to form and legality

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

Hall-Mark RTC

725 SW 46th Ave
Ocala, FL 34474



Apparatus Proposal

DATE: February 15, 2018

The Proposal has been prepared for:

**Palm Coast Fire Department
12502 Belle Terre Parkway
Palm Coast, FL 32164**

Hall-Mark RTC is pleased to offer Palm Coast Fire Department one (1) 2018 E-ONE Pumper on a Typhoon chassis. This unit is being quoted using the Florida Sheriff's Contract FSA16-VEF12.0 Specification #19, Level I Custom Pumper. This vehicle shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as requested by the fire department as detailed in the Hall-Mark Proposal.

Delivery will be F.O.B. Customer Location and will be made approximately 311 Calendar days after receipt of chassis. Terms of payment shall be pre-payment or net 45 at delivery.

FSA 16-VEF12.0 – Spec #19 Level I Custom Pumper	\$324,859.94
Customer changes	<u>\$137,890.06</u>
Total	\$462,750.00

This quote is valid until March 31, 2018 unless extended in writing.

Sincerely,

Nate Gilman

Nate Gilman
Account Manager
Hall-Mark RTC
Q73321, R105



Administrative Services & Economic Development
Central Services Division

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

February 6, 2018

Nate Gillman
Account Manger
Hall-Mark RTC
725 SW 46th Ave.
Ocala, FL 34474

**RE: Engagement Letter Authorizing Piggyback
Fire Rescue Vehicles and Other Equipment**

Contract Name
FSA16-VEF12.0 Spec #19 Level 1 Custom Pumper

Contract Reference

Dear Nate Gillman,

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. 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

**Engagement Letter Authorizing Piggyback
Fire Rescue Vehicles and Other Equipment**

Contract Name
FSA16-VEF12.0 Spec #19 Level 1 Custom Pumper
Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Hall-Mark RTC

DocuSigned by: *Nate Gilman*
8D071930350C4DA...

Signature

Nate Gilman

Print Name

Feb 7, 2018 | 5:45 AM PST

Date

In Progress

City of Palm Coast, Florida Agenda Item

Agenda Date : 2/27/2018

Department	Construction Management & Engineering	Amount	\$187,385.00
Item Key		Account #	21090000-331502-54605 21097011-063000-54605
Subject	RESOLUTION 2018-XX APPROVING FDOT LAP AGREEMENT FOR SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD AT SR 100 PROJECT		
Background : The project consists of adding a dedicated 12-foot wide left turn lane on northbound Seminole Woods Pkwy at the intersection with SR 100. The project limits are from 450 feet south of SR 100 to just past the north side of SR 100. The project also includes signals, signing and pavement markings improvements. This project is included in the FY 2017-2018 Capital Budget. This item is to consider a Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement, which will provide FDOT grant funding, in the amount of \$187,385.00, for the construction phase. FDOT has allocated funding for the construction phase of the project as part of their current approved budget.			
Recommended Action : Adopt Resolution 2018-XX approving FDOT LAP agreement for Seminole Woods Boulevard/Town Center Boulevard at SR 100 project.			

RESOLUTION 2018 - ____
FDOT LAP AGREEMENT
SEMINOLE WOODS BOULEVARD/TOWN CENTER BLVD AT SR 100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR THE CONSTRUCTION PHASE OF THE SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD AT SR 100 PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Department of Transportation will sign a Local Agency Program Agreement with the City of Palm Coast for the Seminole Woods Boulevard/Town Center Blvd at SR 100 project; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a Local Agency Program Agreement with the Florida Department of Transportation, 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 AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of a Local Agency Program Agreement with the State of Florida Department of Transportation for the Seminole Woods Boulevard/Town Center Blvd at SR 100 project , as referenced herein and attached hereto as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute any 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 6th day of March 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Local Agency Agreement (LAP)

Approved as to form and legality

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

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FPN: 440792-1-58-01	FPN: 440792-1-68-01	FPN: _____
Federal No (FAIN): <u>D518 032 B</u>	Federal No (FAIN): <u>N/A</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: <u>N/A</u>	Federal Award Date: _____
Fund: <u>SU</u>	Fund: <u>LF</u>	Fund: _____
Org Code: <u>55054010508</u>	Org Code: <u>N/A</u>	Org Code: _____
FLAIR Approp: <u>088717</u>	FLAIR Approp: <u>N/A</u>	FLAIR Approp: _____
County No: <u>73</u> Contract No: _____		
Local Agency Vendor No: <u>F593-614-294-006</u>		Local Agency DUNS No: <u>17-454-1107</u>
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into on _____, between the State of Florida, Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and the City of Palm Coast, 160 Lake Avenue, Palm Coast, FL 32164-8436
("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated _____, a copy
(This date to be entered by DOT only)
of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of Seminole Woods Boulevard/Town Center Boulevard at SR 100, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before January 31, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 223,802.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$187,385.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency.

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Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be

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prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A.** In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B.** The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i.** In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii.** In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 - iii.** In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the

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Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A.** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C.** The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A.** Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

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- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, 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 misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, 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 misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a

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provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts,

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subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
 - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
 - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
 - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

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- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY CITY OF PALM COAST

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Legal Review:

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 440792-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Palm Coast, 160 Cypress Point Parkway, Suite B - 106, Palm Coast, FL 32164-8436.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: ~625 feet

PROJECT DESCRIPTION: The project consists of adding a dedicated 12-foot wide left turn lane on northbound Seminole Woods Pkwy at the intersection with SR 100 for the City of Palm Coast.

Additionally, the existing typical section consists of a northbound left turn lane and the combined through and right/turn lane. The proposed improvements will alter this to create a separate through lane and dedicated right turn lane. The project limits are from 450 feet south of SR 100 to just past the north side of SR 100. The total length of project is approximately 625 feet.

Other roadway improvements include asphaltic concrete pavement, signing, additional pavement markings, tree removal, existing concrete removal, addition of a 5-foot wide traffic separator, 4" thick and 6" thick concrete multi-use trail connection and ramps, detectable warning surfaces, and sod. Signalization improvements include pedestrian signalization, loop detection installation, installation of a 5-section signal head and a 3-section signal head over the northbound lanes, supplemental signal poles, and installation with all associated materials for open trench and directional bore conduit. All pedestrian facilities shall adhere to current ADA standards.

Coordination with FDOT will be required for ITS components. Project will require utility coordination. Additional permitting is not required. Additional R/W services are not anticipated. .

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Invoices and progress reports shall be submitted on a quarterly basis to:

D5-Construction Special Projects
D5-ConstructionSpecialProjects@dot.state.fl.us
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by 4/25/2018.
- f) Construction to be completed by 9/28/2018.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The River to Sea TPO has established a 10% local match for this project. The City locally funded design and is locally funding CEI Services. The combined local funding meets and exceeds the River-To-Sea TPO match requirement. No pro-ration for match purposes is required.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Palm Coast 160 Cypress Point Parkway, Suite B - 106 Palm Coast, FL 32164-8436	FPN: 440792-1-58/68-01
--	------------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
Design - 38 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost				
Right-of-Way - 48 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
Construction-58 FY: 2017-2018 FY: FY: FY:	<u>\$187,385.00</u> _____ _____ _____	<u>\$0.00</u> _____ _____ _____	<u>\$0.00</u> _____ _____ _____	<u>\$187,385.00</u> _____ _____ _____
Total Construction Cost	\$187,385.00	\$0.00	\$0.00	\$187,385.00
Construction Engineering and Inspection (CEI) - 68 FY: 2017-2018 FY: FY:	<u>\$36,417.00</u> _____ _____	<u>\$36,417.00</u> _____ _____	<u>\$0.00</u> _____ _____	<u>\$0.00</u> _____ _____
Total CEI Cost	\$36,417.00	\$36,417.00	\$0.00	\$0.00
Operations – 88 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
TOTAL COST OF THE PROJECT	\$223,802.00	\$36,417.00	\$0.00	\$187,385.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT “C”

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department’s website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "T"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Agency, and the designated officer of the Agency has favorably acknowledged the request order, the Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Agency.
7. The Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Agency may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Agency in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Agency shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Agency.

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8. The Agency shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Agency shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$187,385.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrc.gov/>

City of Palm Coast, Florida

Agenda Item

Agenda Date : 2/27/2018

Department	Community Development	Amount	\$95,053.00
Item Key		Account	#54225511-063000-55232
Subject	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH TAYLOR ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE WALKER WATERWAY MAJOR CROSSING AT BELLE TERRE PARKWAY REHABILITATION PROJECT		

Background :

Walker Waterway Major Crossing at Belle Terre Parkway, immediately adjacent to the Buddy Taylor Middle School is inspected by the Florida Department of Transportation (FDOT) every two years. There is a growing concern that the three (3) 84” pipes under Belle Terre Parkway are in serious need of repair and rehabilitation. Rather than wait to have the pipes deteriorate to the point where they would have to be replaced, it is proposed to have the pipes lined as a preventative measure, thus extending their service life nearly indefinitely. In order to do so, it is necessary to remove the wooden boardwalk that provides pedestrian access to the school, to gain access to the construction area. As the wooden boardwalk itself is in need of repair, an on-grade multi use path (MUP) will replace it. In addition to lining and extending the three (3) 84” pipes, this project would require installing a retaining wall, with handrail, approximately 1000 feet long and providing some drainage features for Belle Terre Parkway.

It is expected that this work will begin just after the 2018 school year and completed before the beginning of the 2019 school year.

It is necessary to hire an engineering firm to perform the necessary studies, design and a set of construction plans with any other documents as needed.

In accordance with the City’s Purchasing Policy and Florida Statutes, specifically the Consultants’ Competitive Negotiation Act, City staff requested qualification packages from previously qualified firms for marine engineering services. Two qualification packages were received: Dredging & Marine Consultants, LLC and Taylor Engineering, Inc. The qualification packages were reviewed and ranked by City staff. Taylor Engineering, Inc., was ranked the top firm. The project bid overview and notice of intent to award are attached to this agenda item.

City staff negotiated a scope and fee not-to-exceed \$93,053.00 with Taylor Engineering, Inc. City staff has determined that the cost for the design services are reasonable and fair and are consistent with these types of services for a project of this size and scope. Funds for this project have been budgeted for out of FY 2018 control structure replacement account.

SOURCE OF FUNDS WORKSHEET FY 2018

Major Canal Crossing	
54225511-063000-55232	\$96,000.00
Total Expenses/Encumbered to date	\$
Pending Work Orders/Contracts	<u>\$95,053.00</u>
Balance	\$ 947.00

RESOLUTION 2018 - ____
WALKER WATERWAY MAJOR CROSSING
AT BELLE TERRE PARKWAY REHABILITATION PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF APPROVING A WORK ORDER WITH TAYLOR ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR WALKER WATERWAY MAJOR CROSSING AT BELLE TERRE PARKWAY REHABILITATION PROJECT; 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, Taylor Engineering, Inc. desires to provide design services for the Walker Waterway Major Crossing Rehabilitation Project for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a work order with Taylor Engineering 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 WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with Taylor Engineering, Inc., for the Walker Waterway Major Crossing at Belle Terre Parkway Rehabilitation Project.

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 6th day of March 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order with Taylor Engineering, Inc.

Approved as to form and legality

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



WORK ORDER
City of Palm Coast (Buyer)
Purchase Order #: _____

Supplier Name: Taylor Engineering, Inc.	Date: 13 February 2018
Address: 10151 Deerwood Park Blvd., Bldg 300	Bid #: Continuing Services Contract
City, State & Zip: Jacksonville, FL 32216 Office (904) 731-7040 Mobile (904) 710-4309	Project: Walker Waterway Major Crossing Rehabilitation Project Council Approval Date:

TOTAL COST: \$95,053.00 _____

ATTACHMENTS TO THIS WORK ORDER:

- ☒ Description of Services
- ☐ Drawings/Plans/Specifications
- ☐ Special Conditions
- ☐ Rate Schedule

METHOD OF COMPENSATION:

- ☐ Fixed Fee Basis
- ☒ Not To Exceed
- ☐ Unit Price

TIME FOR COMPLETION: The obligation of SUPPLIER to provide services to CITY shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by January 1, 2019. Failure to meet the completion date may be grounds for termination of this WO and the underlying Master Services Agreement (MSA) for default. Time is of the essence.

INCORPORATION BY REFERENCE; CONFLICT. The provisions of the MSA are hereby expressly incorporated by reference into and made a part of this WO. In the event of a conflict between the terms and conditions of the MSA and this WO, the terms of the MSA shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this WO and any attachments, the terms of this WO shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

By: Jonathan T. Armbruster Date: 2/13/2018
Printed Name Jonathan T. Armbruster, P.E. Title Vice President

CITY OF PALM COAST APPROVAL

By: _____ Date: _____
ASED DIRECTOR OR DESIGNEE

Project Mgr. Initials: _____

PALM COAST BELLE TERRE PARKWAY RETAINING WALL AND PEDESTRIAN PATH

INTRODUCTION

The City of Palm Coast (City) wishes to replace the existing wooden boardwalk south of Buddy Taylor Middle School along Belle Terre Parkway with an on-grade path supported by a retaining wall. The project scope includes data collection, permitting, and engineering design to:

- Demolish and remove the existing boardwalk
- Construct a retaining wall that would run the length of the existing timber boardwalk
- Construct a concrete headwall where the boardwalk crosses the canal
- Extend the three existing 84" drainage culverts through the headwall
- Construct ADA compliant grade and sidewalk with 42" handrail between the retaining wall and the edge of pavement
- Construct drainage for stormwater runoff from Belle Terre Parkway and the sidewalk

Photograph 1 shows the existing conditions, and Figure 1 (Attachment 1) provides a graphic representation of the proposed project.



Photograph 1 – Existing Conditions/Boardwalk at Belle Terre Parkway

ASSUMPTIONS

- Retaining wall will consist of a tied-back wall of vinyl or composite sheet pile with helical anchor tie-backs.
- The headwall at canal location will consist of cantilever cast-in-place concrete retaining wall with constructed with on-grade footer.
- City has capability and latitude to control drainage flows and draw down the canal water levels.
- The project will include a temporary coffer dam. Taylor Engineering will specify the coffer dam performance requirements, and the construction contractor will complete detailed design of the coffer dam and dewatering system.
- The cofferdam will block off all or partial flow through the culverts during the installation of the slipliner. Detailed hydrologic or hydraulic calculations as required for design or permitting are not included in this scope of work.
- Construction of the concrete headwall will require dewatering and lowering of canal water levels. Taylor Engineering notes that this will likely require complete dewatering of the canal in the local vicinity. We estimate the project will require a water level drawdown of 8 to 9 ft lower than the elevations observed at the time of the preliminary site visit. Bathymetry of the canal was not available at the time this scope of work was prepared.
- This scope of work assumes canal water levels will be drawn down sufficiently for installation "in-the-dry." If project requirements change or evolve to requires construction of the wall "in-the-wet," Taylor Engineering will provide a modified scope of work and fee estimate for the project.
- All fees estimated herein are based on assumed geotechnical conditions of relatively stable sandy soils.
- Stormwater treatment for the roadway stormwater runoff is not required as none exist, now and the canal system is the stormwater detention/treatment system. Design of detention or retention facilities are not included in this scope of work.
- Drawings will be supplied in hardcopy and AutoCAD digital format.
- Specifications will consist of technical specifications only and shall be on the drawings in note form. All other bid and procurement documents such as the bid form, general conditions, supplementary conditions, notice to proceed, environmental protection, contract, etc. will be supplied by the City.
- Construction administration including bid review, submittal review, site visits, contractor questions, project certification, etc. is not included in this scope of work and fee estimate. Taylor Engineering will be available to provide this work through a future scope of service upon City request.
- This project will qualify for a *de minimis* exemption from state of Florida environmental resource permitting and a State Programmatic General Permit (SPGP) to satisfy federal dredge and fill permit requirements.

TASK 1 DATA COLLECTION

Taylor Engineering will engage our subconsultant — Dunkelberger Engineering and Testing, a Terracon Company — to perform a geotechnical investigation of the soils at the location of the proposed retaining wall. This will include two upland soil borings and muck probes in the canal bottom. Taylor Engineering

(one engineer and one biologist) will also conduct a detailed site visit to document existing conditions including delineation of on-site wetlands.

Notably, Taylor Engineering intends to apply and rely upon the survey information provided by the City in digital CAD format. This scope of work excludes professional survey services.

Task Deliverables:

- Signed and sealed geotechnical report
- Brief memorandum describing on-site natural resource conditions

TASK 2 PERMITTING

Based on our current understanding of the project, we anticipate that the project will meet the requirements for a *de minimis* exemption from state of Florida environmental resource permitting, processed through the Florida Department of Environmental Protection (FDEP) or the St. Johns River Water Management District (SJRWMD). Additionally, we also anticipate that the project will qualify for a SPGP to satisfy the federal regulatory requirements. The SPGP program is administered by the state environmental regulatory agency (i.e., FDEP or SJRWMD). Requests for *de minimis* exemptions and SPGP approval require preparation and submittal of an application to verify the exempt activity and SPGP approval. Taylor Engineering will prepare the application package to include a detailed summary of the proposed work, permit drawing set, natural resource information (e.g., wetland boundaries and characterizations), descriptions of proposed best management practices, and the proposed construction schedule.

If the project does not meet the state exemption and SPGP authorizations described above and requires a higher level of regulatory authorization, we will submit an additional scope of services and fee proposal for additional permitting services.

Task Deliverables:

Taylor Engineering will submit a draft application requesting a *de minimis* exemption and SPGP approval to the City for review. Following receipt of City comments, Taylor Engineering will revise the application package as necessary and submit the final application to the lead state agency for processing.

TASK 3 ENGINEERING DESIGN AND OPINION OF COSTS

Design

Taylor Engineering will provide engineering design, drawings, and technical specifications for approximately 1000 linear ft of retaining wall having an exposed height of approximately 5-8 ft. At the canal location, we will also design a cast-in-place concrete headwall about 50 ft in length having a height of approximately 12 ft from toe-to-crown with (3) 84-inch diameter culvert penetrations. Taylor Engineering will design and detail the culvert sliplining and the pipe extensions to extend the existing culvert pipe to the proposed wall. We will attempt to minimize or omit the demolition of the existing concrete headwall as practical. Other design elements include a concrete pedestrian walkway on grade and an FDOT approved handrail. We will specify and detail approximately 300 linear ft of new handrail for

an existing concrete wall located across the road for the project. We will also design drainage elements and piping system to convey stormwater from the road through the retaining wall into the existing stormwater facility/ditch. Taylor Engineering will develop technical specifications for these features and include these specifications on the drawings in note form. We anticipate the technical specifications will include but not be limited to: a) sheet pile b) concrete, c) tie-back anchors and d) slipliner.

Meetings

Taylor Engineering has budgeted time for two phone conference review meetings with the City, one after the 30%-complete submittal, and another after the 90%-complete submittal. Additional meetings will be billed on a time and materials basis.

Opinion of Cost

Taylor Engineering will develop an engineer's opinion of cost to assist the City in planning and budgeting for the project.

Task Deliverables:

Taylor Engineering will submit the retaining wall design and opinion of cost at a 30%-complete level and a 90%-complete level for City review. We have budgeted up to four (4) hours of engineer time and six (6) hours of CAD technician time to address City comments at each submittal. Once the City's comments have been addressed, Taylor Engineering will submit 100%-complete signed and sealed drawings and specifications, and an opinion of cost. Beyond these review cycles, additional time for City directed changes will be billed on a time and material basis.

CONTINGENCY MISCELLANEOUS WORK

At the City request, this scope of work includes a \$10,000.00 fee allowance for miscellaneous contingency work which may arise through the progress of the project. Taylor Engineering will only complete work under this task upon specific written (email will suffice) request by the City. We will invoice these services, if necessary, on a time and materials basis.

SUMMARY OF PROJECT DELIVERABLES

- Final copy of the natural resource investigation memorandum
- Signed and sealed geotechnical report
- Final copy of the *de minimis* exemption verification and SPGP approval application
- 100%-Complete Construction Drawings
- 100%-Complete Technical Specifications (on the drawings)
- 100%-Complete Engineering Calculations
- 100%-Complete Engineer's Opinion of Probable Construction Cost

ESTIMATED SCHEDULE

No.	Task	Months from Notice to Proceed											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Data Collection	■	■										
2	Permitting*		■	■	■	■	■	■	■	■			
3	Engineering Design			■	■	■	■	■	■	■	■		

*Schedule includes predicted agency review period. Taylor Engineering has no control over agency review schedules.

FEE ESTIMATE

Taylor Engineering will perform the services described in Attachment A, Task 1-3 for a fixed fee of \$85,053.00 as outlined in the table below.

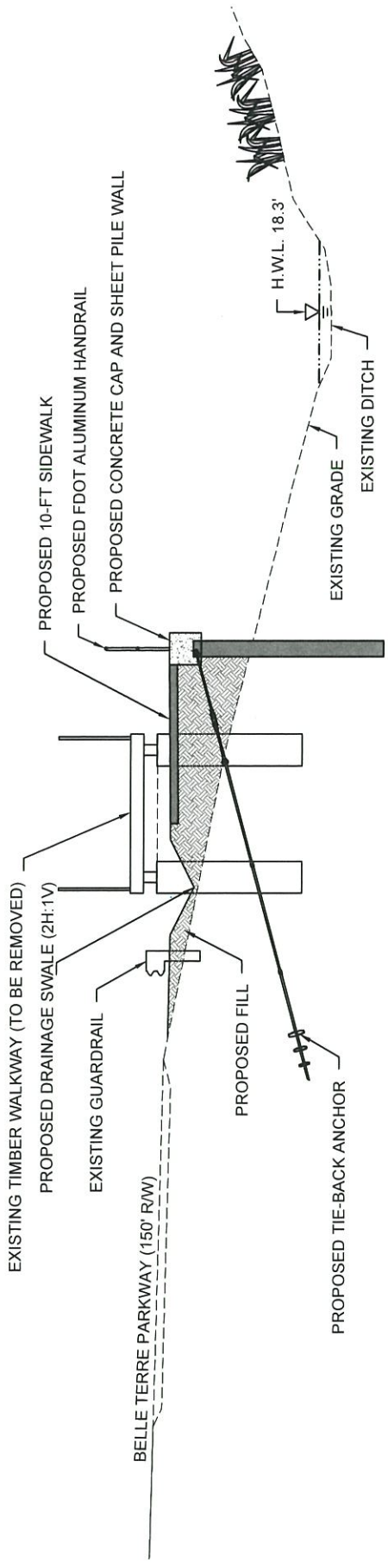
Taylor will complete activities authorized by the City as "Contingency Miscellaneous Work" on a time and materials basis for a maximum fee of \$10,000.00.

Therefore, fees associated with this scope of work total \$95,053.00.

TASKS	FEE
Task 1 Data Collection	\$14,173.00
Task 2 Permitting	\$4,944.00
Task 3 Engineering Design	\$65,936.00
TOTAL	\$85,053.00
Contingency Miscellaneous Work	\$10,000.00
Total with Contingency	\$95,053.00

ATTACHMENT 1

Figure 1 Proposed Retaining Wall and Pedestrian Path



SECTION

SCALE: 1" = 10'





TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD
BLDG 300, SUITE 300
JACKSONVILLE, FLORIDA 32256
CERTIFICATE OF AUTHORIZATION #4815

FIGURE 1
PROPOSED RETAINING WALL AND PEDESTRIAN PATH
PALM COAST BELLE TERRE PARKWAY
CITY OF PALM COAST, PALM COAST, FLORIDA

PROJECT	CAS
DRAWN BY	
SHEET	
DATE	1/24/18

PRELIMINARY DRAWINGS; THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: LOI-CD-CME-17-46 Belle Terre Pkwy/ BTM Boardwalk Replacement Design

Date: July 19, 2017

Appeal Deadline: Appeals must be Filed by 5:00 PM on July 21, 2017

Firm	Ranking
Taylor Engineering, Inc Jacksonville, FL	1
Dredging & Marine Consultants, LLC. Port Orange, FL	2

The intent of the City of Palm Coast is to award LOI-CD-CME-17-46 to Taylor Engineering, Inc.

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 bidder 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.



LOI-CD-CME-17-46 - Belle Terre Pkwy/BTM Boardwalk Replacement Design

Project Overview

Project Details	
Reference ID	LOI-CD-CME-17-46
Project Name	Belle Terre Pkwy/BTM Boardwalk Replacement Design
Project Owner	Jacqueta Scott
Project Type	Other
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking Letters of Interest (LOI-CD-CME-17-46) from professional engineering services for design and construction plans to replace the existing wooden boardwalk south of Buddy Taylor Middle School along Belle Terre Parkway. The project consists of designing: • A retaining wall that would run the length of the existing boardwalk • Extension of the existing three (3) 84" drainage culverts, through a headwall in the retaining wall. • ADA compliant grade and sidewalk with 42" handrail, between the retaining wall and the edge of pavement • Joint drainage structures for stormwater runoff from Belle Terre Parkway and the sidewalk
Open Date	Jun 07, 2017 8:00 AM EDT
Close Date	Jun 23, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
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Taylor Engineering, Inc	highest points	79.5 pts
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Seal status

Requested Information	Unsealed on	Unsealed by
Response	Jun 23, 2017 2:02 PM EDT	Jacqueta Scott

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Jacqueta Scott	Jun 23, 2017 2:03 PM EDT	No
Mike Peel	Jun 23, 2017 2:14 PM EDT	No
Donald Schrager	Jul 13, 2017 7:39 PM EDT	No
Mike Brennan	Jun 23, 2017 2:36 PM EDT	No



Project Criteria

Criteria	Points	Description
Project Team	25 pts	Credit shall be given for organization of the Proposer's team, including subconsultants for the staffing of the project, including the key staff's experience and skills relevant to the proposed assignments and teams that have worked together on previous projects. Utilization of in-house staffing will be assessed higher points than subconsultats.
Experience with Similar Projects	30 pts	Projects that involve more of the same team members and most similar to the proposed project will be given more credit
Schedule and Availability	45 pts	Credit shall be given for a comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements.
Required Submittals	Pass/Fail	All documents included.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Project Team	Experience with Similar Projects	Schedule and Availability	Required Submittals
Supplier	/ 100 pts	/ 25 pts	/ 30 pts	/ 45 pts	Pass/Fail
Taylor Engineering, Inc	79.5 pts	20 pts	25 pts	34.5 pts	Pass
Dredging & Marine Consultants, LLC.	66.5 pts	20 pts	24 pts	22.5 pts	Pass

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/27/2018

Department	UTILITY	Amount	\$39,420.00
Item Key		Account#	54029082_63000_85003
Subject	RESOLUTION 2018-XX APPROVING A PURCHASE ORDER WITH TOM EVANS ENVIRONMENTAL, INC., FOR THE PURCHASE OF SUBMERSIBLE PUMPS AND A CONTROL PANEL		
Background : As a result of the recent hurricanes and storm events, staff has determined the need to upgrade critical pump stations to improve performance and pumping capacity in the Wastewater Collection System. These upgrades will also help to reduce the possibility of SSO's (Sanitary Sewer Overflows) in the system. The City has two approved pump manufacturers (Grundfos and Flygt). These manufacturers only sell directly through a single regional supplier each. The City solicited and received quotes from the two suppliers for two submersible pumps and one control panel for Pump Station CL-1. At this time, staff is recommending upgrading the pump station located on Colbert Lane by Daytona State College. City staff recommends that City Council approve a purchase order with Tom Evans Environmental, Inc. in an amount of \$39,420.00. The purchase order includes the purchase of two Grundfos pumps and a duplex control panel. The installation of the pumps and panel will be completed by City staff. The quotes are attached. SOURCE OF FUNDS WORKSHEET FY 2018 (UTILITY CAPITAL PROJECT- 54029082 063000 85003) \$2,130,000.00 Total Expenses/Encumbered to date \$82,749.94 Pending Work Orders/Contracts \$ Current Work Order \$39,420.00 Balance \$2,007,830.06			
Recommended Action : Adopt Resolution 2018-XX approving a purchase order with Tom Evans Environmental, Inc. for the purchase of submersible pumps and a control panel.			

RESOLUTION 2018-____
SUBMERSIBLE PUMPS AND CONTROL PANEL FOR PUMP STATION CL-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PURCHASE ORDER WITH TOM EVANS ENVIRONMENTAL, INC. FOR THE PURCHASE OF SUBMERSIBLE PUMPS AND A CONTROL PANEL; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID PURCHASE ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tom Evans Environmental, Inc. has expressed a desire to provide two (2) Grundfos Submersible Pumps and one (1) Control Panel to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced products from Tom Evans Environmental, Inc.

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

SECTION 1. APPROVAL OF PURCHASE ORDER. The City Council of the City of Palm Coast hereby approves the purchase order relating to the purchase two (2) Grundfos Submersible Pumps and one (1) Control Panel , from Tom Evans Environmental, Inc.

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 6th day of March 2018.

CITY OF PALM COAST, FLORIDA

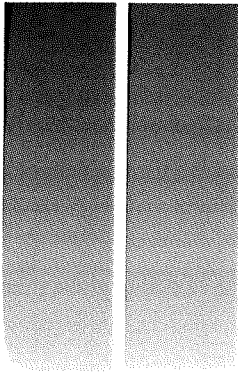
ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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



Tom Evans Environmental, Inc.

February 9, 2018

To: City of Palm Coast
Attn: John Croote

Subject: Palm Coast PS CL-1

We are pleased to offer the following equipment for your consideration and purchase for the subject project, per the Standard Terms & Conditions of Sale for Tom Evans Environmental, Inc. which are attached and are a part of this "Offer to Sell":

- (2) Grundfos S1.30.A40.270.4.54H.S.271.G.EX.D submersible wastewater pumps, 27hp, 3/460v, each with (2) 49' power cables & (1) 49' sensor cable. Pumps are provided with stainless steel lifting bails.
- (1) Duplex pump control panel to City of Palm Coast standards, 27hp, 3/460v.
 - NEMA 4X, type 316 stainless steel enclosure, with drip shield and 3-point latch.
 - Square D main & emergency circuit breakers with interlock.
 - Emergency generator receptacle per Palm Coast standards.
 - Square D pump motor circuit breakers.
 - Square D NEMA motor starters.
 - FAL circuit breakers for controls, RTU, site light, and GFI receptacles.
 - 24v float logic, standard 4 float operation.
 - Phase monitor, alternator, HOA switches, pump run lights, float level indicator lights, elapsed time meters.
 - Deadfront mounted GFI convenience receptacle.
 - Externally mounted GFI receptacle in weatherproof housing.
 - Alarm horn w/ silence button and alarm light for high level indication.
 - Terminal strip with dry contacts for pump 1 run, pump 2 run, power fail, pump 1 trip, pump 2 trip, and high level alarm. Spare terminals included.
 - Externally mounted NEMA 4X, 304 stainless steel 480/120v transformer (shipped as a separate part).
 - UL label.
- (1) NEMA 4X, 304 stainless steel, non-fused disconnect switch with neutral kit.
- (4) RotoFloat liquid level sensors, each with 60' of cable.
- (1) Day for startup services by a representative of this company.

Total Cost: \$39,420.00, plus applicable taxes, freight included.

PLEASE NOTE:

1. We do not include sales tax, pressure gauges, wire, cable, conduit, installation, hook-up, field testing, disconnect switches, junction boxes, or any other ancillary items which are not specifically stated in this scope of supply.
2. Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit. Our price is based upon no retainage unless outlined otherwise. Our pricing is valid for your purchase commitment within 30 days from the date of Offer.

3605 Ventura Drive East • Lakeland, FL 33811 • 863-619-3789 (Voice) • 863-619-8098 (Fax)

159 Corrine Place • Key Largo, FL 33037 • 305-451-2031 (Voice) • 305-451-1498 (Fax)

WWW.TOMEVANS.COM



**Xylem Water Solutions USA Inc. /
Flygt Products**
2412 Birds Eye Court Orange Park, FL 32003
Phone: 239-825-8384 • Fax: 407-904-215-4079

To: City of Palm Coast

Date: February 14, 2018

Subject: PS #CL-1

Quote Number: 2018-APO-0151

We are pleased to offer the following equipment:

- (2) 6" Flygt NP3171.185/434 submersible waste water pumps, 30HP, 3/460V, with 50' of motor cable. Pumps standard construction with hardened high chrome wet ends.
- (1) Duplex 30HP/460V control panel, nema 4X 316 stainless steel enclosure four DEP logic w/square D circuitry, Terminal strip w/dry-contacts, generator receptacle, built per specifications.
- (1) Nema 4X 304 stainless steel 3kva non-fused disconnect.
- (4) Roto float liquid level sensors.

Price: \$60,172.00

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR NINETY (90) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx> and incorporated herein by reference and made part of the agreement between the parties.*

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

City of Palm Coast, Florida Agenda Item

Agenda Date : 2/27/2018

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	CALENDAR/WORKSHEET	
Background :		
Recommended Action :		

#	File #	Item	Title	Staff
			Business 3/6/2018	
1		Resolution	Submersible Pumps and Control Panel for Pump Station CL-1	Adams/ Ashburn
2		Resolution	FDOT LAP Agreement for Seminole Woods Blvd./Town Ctr. Blvd at SR 100 Project	Cote
3		Resolution	Belle Terre Pathway Rehabilitation Design	Cote
4		Ordinance	Draft Charter Amendments	Falgout
5		Resolution	Purchase Fire Truck	Forte
6		Proclamation	Red Cross Month	Lane
			Workshop 3/13/2018	
1		Resolution	Rebuild and Testing of SW-30	Adams
2		Presentation	Annual Progress Report	Bevan
3		Resolution	Right of Way Partial Vacation of Midway Drive	Cote
4		Resolution	Right of Way FPL Easements	Cote
6		Resolution	Hayden - CRA Property Acquisition	Falgout
			Business 3/20/2018	
1		Resolution	Rebuild and Testing of SW-30	Adams
2		Presentation	CAFR Presentation	Alves
3		Resolution	Right of Way Partial Vacation of Midway Drive	Cote
4		Resolution	Right of Way FPL Easements	Cote
5		Resolution	Resolution - Hayden CRA Property Acquisition	Falgout
6		Ordinance 1st	Palm Town Center MPD	Hoover
7		Proclamation	Sexual Assault Awareness Month	Lane
8		Proclamation	Florida Hospital Flagler Sponsorship	McDermott
9		Ordinance 1st	Grand Landings MPD	Meehan
10		Presentation	Water Distribution Award	Zaleski
			Workshop 3/27/2018	
1		Presentation	SAP Evaluation Workshop #1	Bevan
2		Ordinance	Floodplain Management	Bevan
3		Ordinance	Bldg and Bldg Regulation Technical Amendment	Bevan
4		Presentation	Innovation Team	Falgout
5		Resolution	WTP#1 Odor Control	Kronenberg
6		Proclamation	Water Conservation Month	Matthews
7		Ordinance	Transportation Impact Fee	Papa

			Business 4/3/2018	
1		Ordinance 1st	Floodplain Management	Bevan
2		Ordinance 1st	Bldg and Bldg Regulation Technical Amendment	Bevan
3		Ordinance 2nd	Palm Town Center MPD	Hoover
4		Resolution	WTP#1 Odor Control	Kronenberg
5		Proclamation	Fair Housing Month	Lane
6		Proclamation	National Crime Victims Rights Week	Lane
7		Presentation	Citizen's Academy Graduation	Lane
8		Ordinance 2nd	Grand Landings MPD	Meehan
9		Ordinance 1st	Transportation Impact Fee	Papa
			Workshop 4/10/2018	
1		Presentation	SAP Evaluation Workshop #2	Bevan
			Business 4/17/2018	
1		Ordinance 2nd	Floodplain Management	Bevan
2		Ordinance 2nd	Bldg and Bldg Regulation Technical Amendment	Bevan
3		Ordinance 2nd	Transportation Impact Fee	Papa
			Workshop 4/24/2018	

			Business 5/1/2018	
1		Presentation	SAP Proposed Updates and Additional Priorities Adoption	Bevan
2		Proclamation	Arbor Day	Mini
			Workshop 5/8/2018	
			Business 5/15/2018	
1		Proclamation	Kids to Park Day	Lane
			Workshop 5/29/2018	
			Business 6/5/2018	
1		Presentation	Citizen's Academy Graduation	Lane
			Business 10/16/2018	
1			Citizen's Academy Graduation	Lane
			Future	
1		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
2		Resolution	Annual Fire Inspection Fees	Alves

3	Presentation	SAP Proposed Updates and Additional Priorities Adoption 5/1	Alves/Williams
4	Resolution	Presentation to City Council - Year to Date Budget Results 5/8	Alves/Williams
5	Presentation	Fund Accounting and Long Term Planning 5/29	Alves/Williams
6	Presentation	Property Tax and Other Revenue 6/12	Alves/Williams
7	Presentation	General Fund and TRIM Rate 7/10	Alves/Williams
8	Resolution	Proposed Millage Rate 7/17	Alves/Williams
9	Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
10	Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
11	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
12	Presentation	Annual Progress Report 3/13	Bevan
13	Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
14	Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
15	Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
16	Presentation	10 year Capital Improvement forecast 4/10	Cote
17	Presentation	Finalize 5 Year CIP 7/31	Cote
18	Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
19	Resolution	Property Exchange NECGA	Falgout
20	Ordinance 1st	Coastal Trace FLUM	Papa
21	Ordinance 1st	Coastal Trace Rezoning	Papa
22	Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
23	Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property	Papa
24	Ordinance	Rezoning Roberts Road - Smith Properties	Papa



Meeting Calendar for 2/28/2018 through 3/31/2018

3/6/2018 6:00 PM

City Council
City Hall

3/7/2018 10:00 AM

Code Enforcement Board
City Hall

3/13/2018 9:00 AM

City Council Workshop
City Hall

3/14/2018 6:30 PM

Leisure Services Advisory Committee
City Hall

3/20/2018 9:00 AM

City Council
City Hall

3/21/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

3/22/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

3/27/2018 9:00 AM

City Council Workshop
City Hall

City of Palm Coast, Florida Agenda Item

Agenda Date : 2/27/2018

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

Palm Coast Fire Department



Fleet Replacement Plan – 2019 Fire Engine
City Council Workshop February 2018



Fleet Replacement Plan

- Implementing approved fleet replacement plan
- Scheduled replacement Fire Engine for Station 25
- Fleet fund money allocated
 - FY 17/18 for deposit
 - FY 18/19 for balance



Palm Coast Fleet Replacement Schedule- Fire Engines

Apparatus Replacement schedule

Frontline	<i>Station</i>	<i>Vehicle type</i>	<i>ID</i>	<i>In service Year</i>	<i>Back-up year(old)</i>	
	21	Pierce Enforcer Engine	E-21	2007	2019	
	22	Rosenbauer Commander Engine	E-22	2014	2025	
	23	Pierce Arrow XT Engine	E-23	2011	2023	
	24	Pierce Enforcer Engine	E-24	2007	2021	
	25	Commercial Freightliner Engine	E-252	2016	2019	
Back-up	<i>Station</i>	<i>Vehicle type</i>	<i>ID</i>	<i>Purchase year</i>	<i>Back-up year</i>	<i>Replacement Year</i>
	21	Seagrave Flame Engine	E-212	2003	2014	2024
	22	***				
	23	Commercial Freightliner Engine	E-232	2017	2017	2033
	24	Commercial Freightliner Engine	E-242	2016	2016	2031

*** Station can not accomidate a back-up

Palm Coast Fleet Replacement Schedule- Fire Engines

Apparatus Replacement schedule						
Frontline	Station	Vehicle type	ID	In service Year	Back-up year(old)	
	21	Pierce Enforcer Engine	E-21	2007	2019	
	22	Rosenbauer Commander Engine	E-22	2014	2025	
	23	Pierce Arrow XT Engine	E-23	2011	2023	
	24	Pierce Enforcer Engine	E-24	2007	2021	
	25					
Back-up	Station	Vehicle type	ID	Purchase year	Back-up year	Replacement Year
	21	Seagrave Flame Engine	E-212	2003	2014	2024
	22	***				
	23	Commercial Freightliner Engine	E-232	2017	2017	2033
	24	Commercial Freightliner Engine	E-242	2016	2016	2031
	25	Commercial Freightliner Engine	E-252	2016	2019	2031

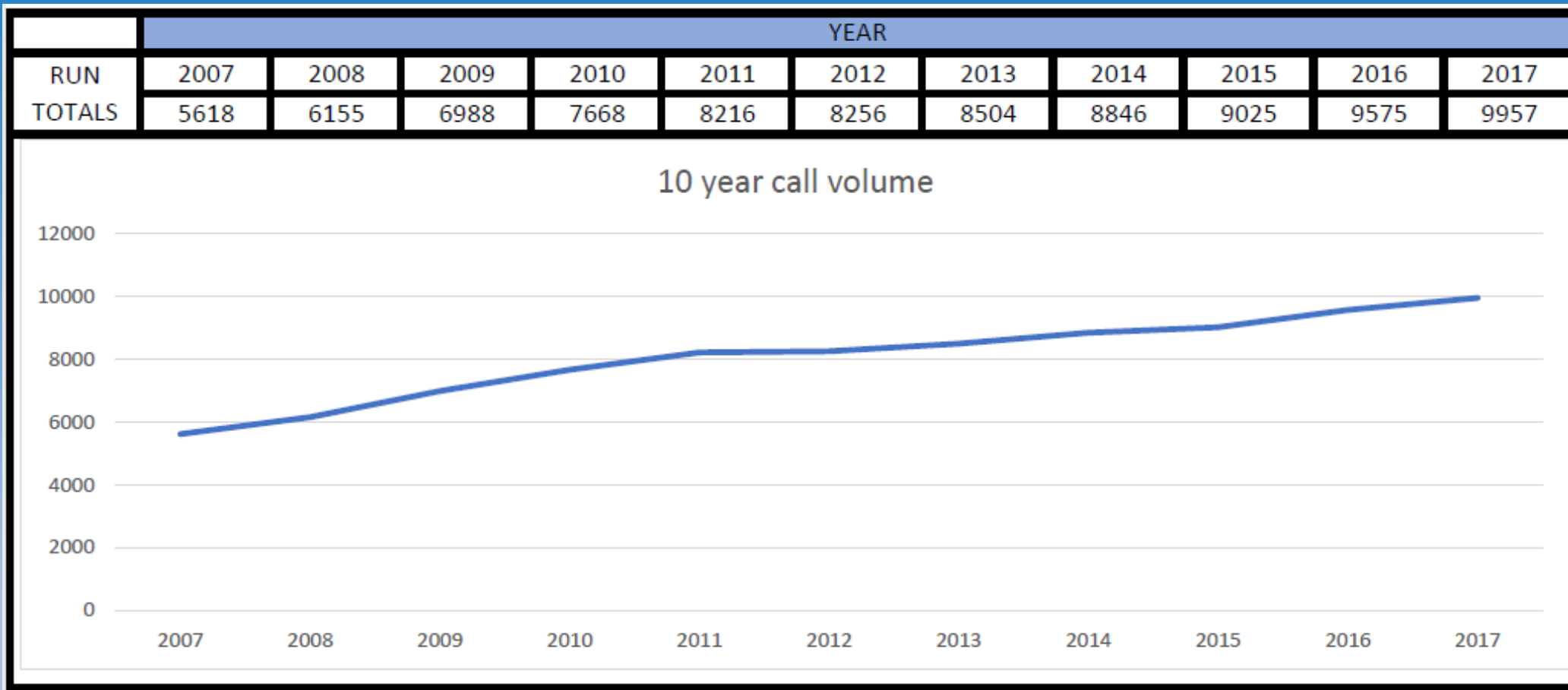
*** Station can not accomidate a back-up

Palm Coast Fleet Replacement Schedule- Fire Engines

Apparatus Replacement schedule						
Frontline	Station	Vehicle type	ID	In service Year	Back-up year(old)	
	21	Pierce Enforcer Engine	E-21	2007	2019	
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	23	Pierce Arrow XT Engine	E-23	2011	2023	
	24	Pierce Enforcer Engine	E-24	2007	2021	
	25	Replacement Engine	E-25	2019	2031	
Back-up	Station	Vehicle type	ID	Purchase year	Back-up year	Replacement Year
	21	Seagrave Flame Engine	E-212	2003	2014	2024
	22	***				
	23	Commercial Freightliner Engine	E-232	2017	2017	2033
	24	Commercial Freightliner Engine	E-242	2016	2016	2031
	25	Commercial Freightliner Engine	E-252	2016	2019	2031

*** Station can not accomidate a back-up

Call volume over the last 10 years



Custom Frontline Engines

- Implement Fleet Replacement Plan
 - Purchase Custom Frontline Engines
 - Purchase Commercial Engines as Back Up Engines
- Custom engines better suited and increased life expectancy as frontline engines
- Custom Engines have allowed for extended replacement schedule



Selection Process

- Fire Department Apparatus Team
- Leveraged Central Services Expertise
- Fleet Department and Maintenance Considerations

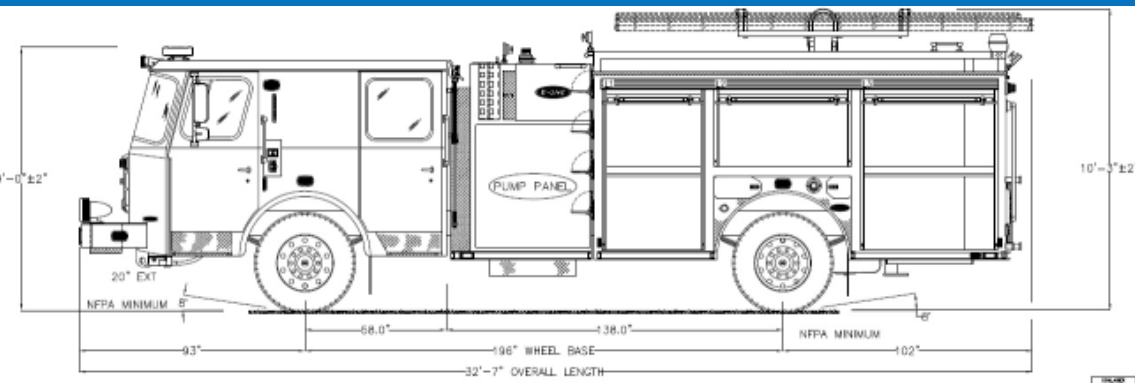


Selected Vendor

- Hallmark of Ocala, Florida
- Piggyback opportunity with Florida Sheriff's Contract
 - Statewide Purchasing Power
 - Standard Engine with Options vs Fully Customized
- Benefits of Regional Vendor
 - Factory is within 2 hours
 - Technology has standardized
 - Proximity to the factory increases fleet efficiency

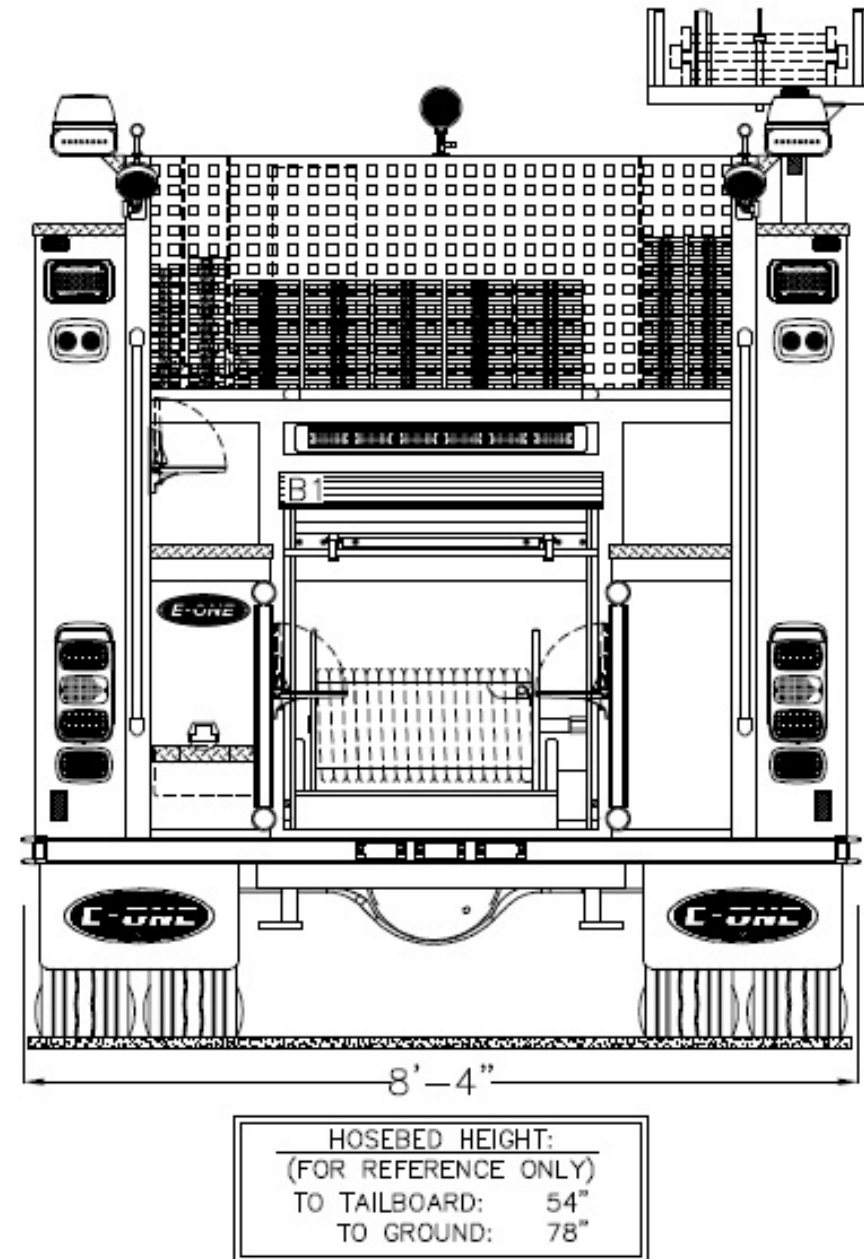


Typhoon- 1500 GPM Pumper



Focus on Safety

- Low hose bed height
- Removal of equipment from the cab
- Ladder rack
- Roll up doors
- Extended rear body to provide a large slip resistant surface to work from.



Budget and Timeline

Council approval

Deposit in FY 17/18 budget

\$50,000

Delivery in 11-13 months

Balance upon delivery in FY 18/19

\$412,750

\$462,750



QUESTIONS?

Draft Charter Amendments



Schedule

August 8 th 9:00 AM	Workshop – Charter Review Process
August 11 th	Website Live
September 12 th 9:00 AM	Workshop - Public Input Shared with City Council
September 27 th 6:00 PM	Special Charter Workshop – MHS
October 4 th 6:00 PM	Special Charter Workshop – ITMS
October 18 th 6:00 PM	Special Charter Workshop – BTMS
October 26 th 6:00 PM	Special Charter Workshop – FPC
January 9 th 9:00 AM	Workshop – Facilitator Summary Report
February 27 th 9:00 AM	Workshop – Draft Ordinance
March 13 th 9:00 AM	Workshop – 2 nd Draft Ordinance (if necessary)
March 20 th 9:00 AM	Meeting – Ordinance 1 st Reading
April 3 rd 6:00 PM	Meeting – Ordinance 2 nd Reading
November 6, 2018	General Election (if applicable)



Draft Amendment #1

TITLE

CHARTER AMENDMENT TO UPDATE OUTDATED AND TO CLARIFY AMBIGUOUS CHARTER PROVISIONS.

SUMMARY

Shall the Charter be amended to delete obsolete sections, to replace the current legal boundary description with a general boundary statement, to establish Council salaries by resolution, and to revise requirements for consistency with state laws.



Draft Amendment #2

TITLE

CHARTER AMENDMENT TO REVISE THE CHARTER REVIEW PROCESS TO INCLUDE AN ADVISORY CHARTER COMMITTEE.

SUMMARY

Shall the Charter be amended to eliminate outdated language regarding an initial Charter review; to include an appointed Advisory Charter Review Committee in the Charter review process, and to require a Charter review at least once every ten (10) years.



Draft Amendment #3

TITLE

CHARTER AMENDMENT TO REVISE THE PROCESS TO FILL A VACANCY IN THE OFFICE OF THE MAYOR OR OF A COUNCIL SEAT.

SUMMARY

Shall the Charter be amended to provide that (1) a vacancy in the office of Mayor shall be filled by the Vice Mayor eliminating the need for a special election, and (2) that a vacancy in the office of a council seat be appointed within 30 days unless the vacancy occurs within 6 months of the next regularly scheduled election.



Draft Amendment #4

TITLE

CHARTER AMENDMENT TO REVISE THE CHARTER INITIATIVE AND REFERENDUM PROCESS TO COMPLY WITH STATE LAW.

SUMMARY

Shall the Charter be amended to change the percentage of qualified electorate needed to initiate the referendum, initiative, and Charter amendment processes consistent with state law and to add a detailed process for the conduct of any such initiatives and referendums.



Draft Amendment #5

TITLE

CHARTER AMENDMENT TO INCREASE THE NUMBER OF COUNCIL MEMBERS FROM FIVE (5) TO SEVEN (7).

SUMMARY

Shall the Charter be amended to increase the number of Council Members from five (5) to seven (7); to provide for the election of a Mayor and two (2) Council members, at large, and to provide for four (4) Council districts, elected also at large, but with required District residency.



QUESTIONS

