



**City of Palm Coast**  
**Agenda**  
**CITY COUNCIL BUSINESS**

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

**Mayor Milissa Holland**  
**Vice Mayor Nick Klufas**  
**Council Member Eddie Branquinho**  
**Council Member Robert G. Cuff**  
**Council Member Jack D. Howell, II**

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**Tuesday, December 4, 2018**

**6:00 PM**

**CITY HALL**

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**City Staff**

**Beau Falgout, Interim 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.
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- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL**

**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.

## **MINUTES**

- 1 MINUTES OF CITY COUNCIL  
NOVEMBER 20, 2018 BUSINESS MEETING  
NOVEMBER 27, 2018 WORKSHOP**

## **RESOLUTIONS**

- 2 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY RELATED TO EMERGENCY SERVICES COMMUNICATIONS**
- 3 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR E911 ADDRESSING**
- 4 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR FOR WATER AND WASTEWATER SERVICES OLD KINGS ROAD SOUTH**

## **CONSENT**

- 5 RESOLUTION 2018-XX APPROVING CONTINUING SERVICE AGREEMENTS FOR PROFESSIONAL STORMWATER & ENVIRONMENTAL ENGINEERING SERVICES**
- 6 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR PEDESTRAIN IMPROVEMENTS ON PALM COAST PARKWAY**
- 7 RESOLUTION 2018-XX APPROVING A SOLE SOURCE AGREEMENT WITH HARCROS CHEMICALS, INC. FOR COAGULANT HPAC 8323 S**
- 8 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH CATERPILLAR FOR THE PURCHASE OF THE COMMUNITY CENTER GENERATOR**
- 9 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE COBB COUNTY BOARD OF COMMISSIONERS CONTRACT WITH GARLAND FOR THE PURCHASE OF ROOFING SUPPLIES AND SERVICES**
- 10 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE ORANGE COUNTY CONTRACT WITH FISHER SCIENTIFIC LLC FOR THE PURCHASE OF FIRE RESCUE HAZMAT SUPPLIES, EQUIPMENT AND BUNKER GEAR**

## **PUBLIC PARTICIPATION**

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

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

**11 PRESENTATION BY SGR - UPDATES ON THE CITY MANAGER SEARCH**

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

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

**ADJOURNMENT**

**12 CALENDAR/WORKSHEET**

**ATTACHMENTS TO MINUTES**

# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/04/2018

<b>Department</b> CITY CLERK	<b>Amount</b>
<b>Item Key</b>	<b>Account</b>
<b>Subject</b> MINUTES OF CITY COUNCIL NOVEMBER 20, 2018 BUSINESS MEETING NOVEMBER 27, 2018 WORKSHOP	
<b>Background :</b>	
<b>Recommended Action :</b> <b>Approve minutes of the City Council:</b>  <b>November 20, 2018 Business Meeting</b> <b>November 27, 2018 Workshop</b>	



**City of Palm Coast  
Minutes  
CITY COUNCIL  
WORKSHOP**

City Hall  
160 Lake Avenue  
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**Mayor Milissa Holland  
Vice Mayor Nick Klufas  
Council Member Eddie Branquinho  
Council Member Robert G. Cuff  
Council Member Jack D. Howell, II**

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**Tuesday, November 27, 2018**

**9:00 AM**

**CITY HALL**

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**City Staff**

**Beau Falgout, Interim City Manager  
William Reischmann, City Attorney  
Virginia A. Smith, City Clerk**

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**CALL TO ORDER**

*Mayor Holland called the meeting to order at 9:00 a.m.*

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL**

*All members were present.*

**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.

*Jack Carrall spoke about problems with the barrier islands in the southern part of the state with salt water infiltration into the water supply, Mayor Holland spoke of current efforts in planning for the future of the City's water supply.*

## **PRESENTATIONS**

### **1 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY RELATED TO EMERGENCY SERVICES COMMUNICATIONS**

*Mr. Falgout gave a brief overview of the item. Lt. Faust, City of Palm Coast Fire Department and Mr. Jarrod Shupe, Flagler County IT, gave a presentation to Council. A question and answer period followed. Topics discussed included: regional impact during an emergency event; Volusia and St. John's County's radio compatibility; co-locating the tower for better coordination among the counties in the region; the location of the repeaters; the school buildings not having communication during a storm; the hospital looking into getting their communications; creating an ordinance to allow for a BDA; prioritizing the evacuation centers; the timing of the building of the towers and the completion of the system being completed in the spring; using simplex communication and the need for training; which frequencies will be encrypted; fire to be open law enforcement; the map coverage; the towers primary use is to be for safety and health; 64,000 radios on the system at the same time; impact fees being used for growth; expense vs durability; units needed for Palm Coast; training process once the radios are in place; training for baseline user and separate training for superusers; the current relationship with the County and Fire Department; coordination with assisted living facilities; working toward FPL labeling the towers as "Critical Use."*

*Interlocal Agreement terms were reviewed. Topics included the one time fee; the subscriber fee; maintenance fee of \$50,000 a year; budget implications; costs are reflected in the Motorola contract; all end users being equitably charged for maintenance;*

*Implementation Plan: Lt Faust spoke of the Department's history of the use of the radios and the redundancy of some of the uses within the department. Topics discussed included: base users, super users; the communication team; the use for the Utility Department on a daily basis; the communication between the Fire Department and Utility and the ability to communicate in real time between the departments regarding hazards to the community.*

*This item will be continued at the next Business Meeting.*

### **2 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR E911 ADDRESSING**

*Mr. Falgout gave a brief overview of the item. Messrs. Papa and Shupe presented the changes to the existing Interlocal agreement with the County to Council, Topics discussed included: how street names are developed; designee for naming streets; the necessity for exiting street name changes going to Council for approval and the process of putting the data into the CAD System for Emergency Services. This item will be continued at the next Business Meeting.*

**3 RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR FOR WATER AND WASTEWATER SERVICES OLD KINGS ROAD SOUTH**

*Mr. Falgout gave a brief overview of the item. Messrs. Adams ad Flanagan gave a presentation to Council. Topics discussed included: the current rates; the county being part of the conversation to bring utilities to this area; the current rates being used for this area of the Old Kings Road; the agreement addressing working in coordination with the County to find the best possible way to serve water and wastewater to the area on S. Old Kings Road and laying fiber with the first dig. This item will be continued at the next Business Meeting.*

**WRITTEN ITEMS**

**4 RESOLUTION 2018-XX APPROVING CONTINUING SERVICE AGREEMENTS FOR PROFESSIONAL STORMWATER & ENVIROMENTAL ENGINEERING SERVICES.**

*Mr. Falgougth gave a brief overview of the item. This item will be continued at the next Business Meeting.*

**5 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR PEDESTRAIN IMPROVEMENTS ON PALM COAST PARKWAY**

*Mr. Falgout gave a brief overview of the item. Topics discussed included: the work being done internally; the cost comparing asphalt to concrete. This item will be continued at the next Business Meeting.*

**6 RESOLUTION 2018-XX APPROVING A SOLE SOURCE AGREEMENT WITH HARCROS CHEMICALS, INC. FOR COAGULANT HPAC 8323 S**

*Mr. Falgout gave a brief overview of the item. Topics discussed included the need for this chemical and whether anyone in the surrounding communities use this chemical. This item will be continued at the next Business Meeting,*

**7 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH CATERPILLAR FOR THE PURCHASE OF THE COMMUNITY CENTER GENERATOR**

*Mr. Falgout gave a brief overview of the item. Topic discussed why the generator was not installed at the time the building was built; the grant being received for*

*City Hall and not the Community Center; the price of the generator; checking with DRMP; the amount of time the generator will run; getting a breakdown of the costs for the Business Meeting; possible installation being done in house. This item will be continued at the next Business Meeting.*

**8 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE COBB COUNTY BOARD OF COMMISSIONERS CONTRACT WITH GARLAND FOR THE PURCHASE OF ROOFING SUPPLIES AND SERVICES**

*Mr. Falgout gave a brief overview of the item. This item will be continued at the next Business Meeting.*

**9 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE ORANGE COUNTY CONTRACT WITH FISHER SCIENTIFIC LLC FOR THE PURCHASE OF FIRE RESCUE HAZMAT SUPPLIES, EQUIPMENT AND BUNKER GEAR**

*Mr. Falgout gave a brief overview of the item. This item will be continued at the next Business Meeting.*

**PUBLIC PARTICIPATION**

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

*No comments were received.*

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

*Mayor Holland asked for an update regarding FEMA dollars. Helena Alves reported that \$2 million has been received and there is \$2.7 is still outstanding for Hurricane Irma. The deficit for Matthew is \$1.7 million.*

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

*There was no report given.*

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

*Mr. Falgout reported that his family maybe welcoming their daughter any day now. Should he need to take leave, Chief Forte will serve as his back-up in his absence. He announced the holiday events.*

**ADJOURNMENT**

*Meeting adjourned at 11:35 a.m.*

*Respectfully submitted,  
Kathleen E. Settle, CMC  
Deputy City Clerk*



**City of Palm Coast  
Minutes  
CITY COUNCIL  
BUSINESS MEETING**

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**Mayor Milissa Holland  
Vice Mayor Nick Klufas  
Council Member Eddie Branquinho  
Council Member Robert G. Cuff  
Council Member Jack D. Howell, II**

---

**Tuesday, November 20, 2018**

**9:00 AM**

**CITY HALL**

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**City Staff**

**Beau Falgout, Interim City Manager  
William Reischmann, City Attorney  
Virginia A. Smith, City Clerk**

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**CALL TO ORDER**

*Mayor Holland called the meeting to order at 9:00 a.m.*

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL**

*City Clerk Virginia Smith called the roll. All members were present.*

**PUBLIC PARTICIPATION**

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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.

*Robert MacDonald- asked the Council to consider putting reflective lights on Belle Terre south of the Fire House. He also asked when the work on Royal Palms will be completed. He thanked Council Members Lyon and Shipley for thier service Mike Cochiello expressed concern regarding littering in the swales. Anita DeCenzo asked if the City has any programs for the homeless in the City.*

*Responses to Public Comments:*

*Mr. Falgout indicated he will get with staff and look into the reflectors. The Royal Palms is a major stormwater project and they are following current traffic guidelines.*

*Mark Carman, Sr. Commander of FCSO provided an overview on homelessness.*

## **MINUTES**

- 1 MINUTES OF THE CITY COUNCIL:  
NOVEMBER 6, 2018 BUSINESS MEETING  
NOVEMBER 13, 2018 WORKSHOP**

**Pass**

**Motion made to approve made by Council Member Shipley and seconded by Council Member Cuff**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

## **PROCLAMATIONS**

- 2 PROCLAMATION SMALL BUSINESS SATURDAY**

*CM Klufas presented this Proclamation to representatives of the BAC.*

- 3 PROCLAMATION PALM COAST YACHT CLUB BOAT PARADE**

*VM Cuff presented this Proclamtaion to representatives of the Palm Coast Yacht Boat Club.*

## **ORDINANCES SECOND READ**

- 4 ORDINANCE 2018-XX APPROVING THE CONTRACTION OF A 75+/- ACRE PARCEL FROM THE CITY OF PALM COAST  
O20180027**

*City Attorney Reischmann read the title into the record.*

*Mr. Falgout gave a brief summary of the item.*

*Mr. Jose Papa provided a map for the area in question, which is attached to these minutes.*

*Public Comment. No comments were received.*

**Pass**

**Motion made to Adopted on second reading made by Council Member Cuff and seconded by Council Member Shipley**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

## **RESOLUTIONS**

### **5 RESOLUTION 2018-XX APPROVING THE AIRPORT COMMONS PRE-ANNEXATION ECONOMIC DEVELOPMENT AND JOINT PLANNING AGREEMENT**

**R20180164**

*Mr. Falgout reviewed some of the terms of the agreement. Ida Meehan provided a presentation to Council; the PowerPoint presentation is attached to these minutes.*

*Public Comment*

*Mr. Nielebach was glad to see that negotiations went well.*

**Pass**

**Motion made to approve made by Council Member Shipley and seconded by Council Member Cuff**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

### **6 RESOLUTION 2018-XX APPROVING THE FINAL 2018 CITY GENERAL ELECTION RESULTS**

**R20180165**

*City Clerk, Virginia Smith provided an overview to this item. Council Member Lyon thanked the Supervisor of Elections for her outstanding job.*

*Public Comment*

*No Comments were received.*

**Pass**

**Motion made to approve made by Council Member Cuff and seconded by Council Member Lyon**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

**CONSENT**

- 7 RESOLUTION 2018-XX APPROVING THE FLAGLER COUNTY ASSOCIATIONS OF REALTORS HOME FOR THE HOLIDAYS EVENT**

**R20180166**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Klufas and seconded by Council Member Shipley**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

- 8 RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP, INC., TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE REPLACEMENT OF BELLE TERRE BOULEVARD CULVERT**

**R20180167**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Klufas and seconded by Council Member Shipley**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

- 9 RESOLUTION 2018-XX APPROVING A CONTRACT WITH ESRI FOR A SMALL GOVERNMENT GIS LICENSE AGREEMENT**

**R20180168**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Klufas and seconded by Council Member Shipley**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

- 10 RESOLUTION 2018-XX APPROVING CONTRACT WITH BRINKS FOR ARMORED CAR CASH TRANSPORT SERVICES**

**R20180169**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Klufas and seconded by Council Member Shipley**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

- 11 RESOLUTION 2018-XX APPROVING THE CONTINUATION OF STOP-LOSS INSURANCE COVERAGE WITH SUNLIFE, HEALTH PLAN ADMINISTRATION SERVICES WITH BLUE CROSS BLUE SHIELD AND CHANGING ANCILLARY COVERAGE FROM SUNLIFE TO LINCOLN FINANCIAL**

**R20180170**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Klufas and seconded by Council Member Shipley**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

- 12 RESOLUTION 2018-XX BUDGET AMENDMENT FOR FISCAL YEAR 2017-2018 RELATING TO THE GENERAL FUND EXPENDITURES**

**R20180171**

**Pass**

**Motion made to Adopt on consent made by Vice Mayor Klufas and seconded by Council Member Shipley**

**Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland, Council Member Vincent Lyon**

#### **ORGANIZATIONAL ITEMS**

- 13 OATH OF OFFICE FOR NEWLY ELECTED COUNCIL MEMBERS FOR DISTRICT 2 AND DISTRICT 4**

*City Clerk Virginia Smith swore in the newly elected officials: Jack D. Howell, II and Eddie Branquinho.*

- 14 SELECT VICE MAYOR FOR 2018-2019**

*Motion by Vice Mayor Cuff, seconded by Council Member Branquinho to nominate Council Member Klufas to serve as Vice Mayor for the year 2019. The motion carried unanimously.*

**15 LIAISON APPOINTMENTS TO VARIOUS SERVICE ORGANIZATIONS FOR FISCAL YEAR 2018-2019**

*Motion by for Vice Mayor Klufs, seconded by Council Member Branquinho, to appoint Council Member Howell to serve on the board of the Juvenile Justice Council, Circuit 7 and the Stewart Marchman Board. The motion carried unanimously.*

*Motion by Council Member Branquinho, seconded by Vice Mayor Klufas for Council Member Cuff to serve on the TPO Board and for Council Member Branquinho to serve on the board of the St. John's Water Management District. The motion carried unanimously.*

*The remaining liaison positions were not changed.*

**PUBLIC PARTICIPATION**

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

*Mr. Nielbach welcomed the new members of the Council.*

*Mr. Mayo spoke of his concerns of needing a right turn lane only at the Town Center entrance.*

*Mr. Fuller welcomed the new members of Council and suggested there be a joint meeting between the City and the County.*

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

*CM Cuff thanked Council for their support as Vice Mayor and welcomed new Council Members.*

*CM Branquinho thanked everyone again for electing him.*

*VM Klufas welcomed the new Council Members. Council Member Klufas requested a comprehensive report on our cell towers by year end.*

*CM Howell was pleased to be here. Let's get to work.*

*Mayor Holland would like to see a workshop on the use of our fields.*

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

*Welcomed the new Council Members and Happy Thanksgiving.*

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

*Mr. Falgout welcomed new Council and thanked the outgoing Council.*

*He indicated that he will put Cell Towers and Field Use on an upcoming agenda.*

*He reported City offices are closed for the Thanksgiving Holiday on Thursday and Friday. Trash pick up normally scheduled on Thursday will take place on Friday and Friday's Pick-up will take place on Saturday.*

*He reviewed upcoming events and the holiday schedule.*

**ADJOURNMENT**

*The meeting adjourned at 10:33 a.m.*

*Respectfully submitted,*

*Virginia A. Smith, MMC  
City Clerk*

# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/04/2018

<b>Department Item Key</b>	ADMINISTRATION	<b>Amount Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY RELATED TO EMERGENCY SERVICES COMMUNICATIONS	
<p><b>Background :</b>  <b><u>UPDATE FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>            This item was heard by City Council at their November 27, 2018 Workshop. There were no changes suggested to this item. The County Attorney completed his review and has made a few minor non-substantive revisions. A revised Interlocal Agreement has been attached.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>            In 2009, the City of Palm Coast entered into an agreement with Flagler County to transfer the City's single site 800 MHz radio system to the County's multi-tower 800 MHz radio system in order to ensure better communication interoperability among public safety organizations. The original agreement called for expansion of that system in the future, but due to updated technology, the City and County are partnering to implement a more advanced 800 MHz Project 25 (P25) Phase II public safety communications system that will provide better reliability, improved coverage, and additional growth capacity. City and County staff have been working diligently to negotiate the attached Interlocal Agreement to move forward with the new P25 system.</p> <p>This Interlocal Agreement allows for the City's original financial obligation of \$1,500,000 to be invested towards the capital costs of new P25 system. This Interlocal Agreement provides for the City to prepay the costs of user equipment and take advantage of the competitive pricing and discounts obtained by the County. In addition, this Interlocal Agreement provides that the County will maintain the P25 system and user equipment and that the City will be provided the same level of service and the associated costs to the same extent as other users of the P25 system. The details of the arrangements related to user equipment and maintenance will be addressed in separate Interlocal Agreements, which County staff is currently developing for City staff comment and review.</p> <p>County staff will provide an update on the P25 system development and implementation. In addition, City staff will present the proposed Interlocal Agreement and details about the City's implementation plans.</p>		
<p><b>Recommended Action :</b>            Adopt Resolution 2018-XX approving an Interlocal Agreement with Flagler County related to Emergency Services Communications.</p>		

**RESOLUTION 2018-\_\_\_\_**  
**INTERLOCAL AGREEMENT WITH FLAGLER COUNTY**  
**EMERGENCY SERVICES COMMUNICATIONS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR EMERGENCY SERVICES COMMUNICATIONS; AUTHORIZING THE MAYOR TO EXECUTE THIS AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Flagler County owns and maintains emergency service communications systems utilized by the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast understands the importance of reliable emergency communications; and

**WHEREAS**, the City Council of the City of Palm Coast desires to implement 800 MHz Project 25 with Flagler County.

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

**SECTION 1. APPROVAL OF AN INTERLOCAL AGREEMENT.** The City Council hereby approves the terms and conditions of the Interlocal Agreement with Flagler County for emergency service communications, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The Mayor is hereby authorized to execute the Authorization Form as depicted in Exhibit "A."

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 4th day of December 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A – Interlocal Agreement

Approved as to form and legality:

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

**INTERLOCAL AGREEMENT**  
**BETWEEN THE CITY OF PALM COAST AND FLAGLER COUNTY**  
**RELATING TO EMERGENCY SERVICES COMMUNICATIONS**

**THIS INTERLOCAL AGREEMENT** (hereinafter called "Agreement") is made by and between the County of Flagler (hereinafter called "COUNTY"), a political subdivision of the State of Florida, whose mailing address is 1769 East Moody Blvd., Building 2, Suite 302, Bunnell, Florida 32110 and the City of Palm Coast (hereinafter called "CITY"), a municipal corporation of the State of Florida, whose mailing address is 160 Lake Avenue, Palm Coast, Florida 32164. Collectively the COUNTY and CITY may be referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the COUNTY owns and maintains emergency service communications systems utilized by the CITY, including the emergency dispatch system, computer aided dispatch (CAD) system, and the emergency radio system, currently a trunked 800 MHz system; and

**WHEREAS**, the Parties, along with other governmental agencies, use the emergency service communications systems to respond to emergencies, communicate during those emergencies, and better coordinate emergency response amongst the Parties and other governmental agencies; and

**WHEREAS**, the Parties entered into an Interlocal Agreement in 2009 as recorded in Official Records Book 1701, Page 1392, *et. seq.*, in the Public Records of Flagler County, Florida (hereinafter referred to as "2009 ILA") to transfer the CITY from its single site 800 MHz radio system to the COUNTY's multi-tower 800 MHz radio system in order to ensure better communication interoperability among public safety organizations; and

**WHEREAS**, the objectives of the 2009 ILA were to integrate the CITY's equipment into

the COUNTY system with the goal of creating a better overall system, to financially plan for the necessary expansion of the COUNTY's 800 MHz system, and to accommodate the capacity impacts caused by the growth in the number of the CITY's radio units accessing the 800 MHz system; and

**WHEREAS**, the COUNTY currently operates a countywide trunked, proprietary, Harris EDACs 800 MHz radio system licensed by the Federal Communications Commission, which system is in no longer supported by the manufacturer; and

**WHEREAS**, in lieu of the expansion of the COUNTY's current system to accommodate the CITY's impacts to the COUNTY system, the Parties have agreed instead to place any financial investment into a more advanced 800 MHz Project 25 (P25) Phase II public safety communications system that will not only accommodate the previously contemplated expansion needs, but also provide greater technology, better reliability, improved coverage, additional growth capacity, and other related benefits; and

**WHEREAS**, the Parties agree that the CITY's financial investment shall be a one-time capital contribution of \$1,500,000 to the COUNTY system (not including any user equipment or subscriber fees), and that this Agreement shall replace the 2009 ILA in its entirety; and

**WHEREAS**, the Parties are committed to the delivery of the highest level of public safety and governmental related services in the most cost effective manner, and believe that communication interoperability between public safety organizations and governmental agencies is a critical component of improving public safety; and

**WHEREAS**, it is in the best interests of the citizens of Flagler County and the City of Palm Coast that the Parties cooperate and work together on any issues that arise regarding emergency service communications; and

**WHEREAS**, it is in the best interests of the citizens that the Parties work collaboratively to design, build, operate, and maintain a non-proprietary, P25 Phase II public safety communications system, so as to further the Parties' mutual objectives to enhance the quality of law enforcement, fire, emergency medical services, and other governmental communications in a more efficient and cost effective manner; and

**NOW, THEREFORE**, the Parties, for and in consideration of the premises and mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and are fully incorporated by this reference.

**SECTION 2. PURPOSE.** The purposes of this Agreement are to improve the Parties' public safety communications infrastructure, resolve the outstanding issues contemplated in the previous 2009 ILA for expansion of the COUNTY's 800 MHz public safety communications system, and to establish the framework between the Parties for user equipment and maintenance.

**SECTION 3. CITY'S CAPITAL CONTRIBUTION to P25 PHASE II RADIO SYSTEM.**

The CITY agrees that the funds held in escrow by the COUNTY of \$900,000 under the 2009 ILA shall be used by the COUNTY towards the CITY's Capital Contribution for the P25 Phase II Radio System contemplated in this Agreement. After the CITY's \$900,000 held in escrow and a minimum of \$1,500,000 of other (non-CITY) COUNTY funds are expended by the COUNTY on third party vendors for the P25 Phase II public safety communications system, the COUNTY may request reimbursements for additional costs for the P25 Phase II public safety communications system from the CITY.

The CITY shall thereafter forward amounts remaining from the balance of \$600,000 (\$1,500,000 less the escrowed \$900,000) provided by the 2009 ILA and this Agreement to the COUNTY within forty-five (45) days of written requests from the COUNTY of a reimbursement request for third party vendor expenses related to the P25 Phase II Radio System. The COUNTY's reimbursement requests shall include any necessary documentation and backup to ensure that the intent and the provisions of this Agreement are being fulfilled. The Parties agree that the CITY's \$1,500,000 in funding shall be the CITY's only and total obligation to fund the P25 Phase II public safety communications system (the only exception thereto is set forth in Sections 4 and 5 of this Agreement).

**SECTION 4. USER EQUIPMENT.** If mutually agreed upon by both Parties in a separate agreement, the COUNTY will purchase any necessary User Equipment (fixed mounted radio units and portable radio units) and will rent such User Equipment to the CITY. In such event, the Parties agree that the CITY's responsibility for the costs associated with such User Equipment will be to the same extent as all users of the P25 Phase II public safety communications system. In such event, the rental of the User Equipment and the associated cost will be addressed in a separate Interlocal Agreement to be negotiated by the Parties. The CITY will be treated like all other end users of the system, with the exception of the Flagler County School Board which may be handled differently financially, due to their unique financial structure. Such agreement(s) shall also have the following provisions that shall act as safeguards for the CITY in the future end user equipment agreement:

- (a) The CITY shall have the option of prepaying the rent for its end user equipment without financing and loan origination costs.
- (b) The prepayment costs charged to the CITY for the end user equipment shall be the actual costs of the equipment to the COUNTY to include any discounts received

by the COUNTY.

- (c) For the CITY to utilize the prepayment option of renting the end user equipment, the CITY shall remit payment within 30 days of billing and receipt of the equipment for programming. Such prepayment shall not be due before March 1<sup>st</sup>, 2019.
- (d) At the end of the rental period, the CITY shall receive a credit equal to the trade-in value of the end user equipment that will be credited towards the next rental of new user equipment.

**SECTION 5. SYSTEM MAINTENANCE AND USER EQUIPMENT MAINTENANCE.**

The Parties agree that the COUNTY will maintain the P25 Phase II Radio System and the User Equipment. The Parties agree that the CITY's responsibility for the costs associated with such system maintenance and User Equipment maintenance will be to the same extent as all users of the P25 Phase II Radio System. The Parties further agree the COUNTY shall provide the same level of service to the CITY as all users of the P25 Phase II Radio System. The system maintenance and User Equipment maintenance and the associated cost will be addressed in a separate Interlocal Agreement(s) to be negotiated by the Parties. The CITY will be treated like all other end users of the system, with the exception of the Flagler County School Board, which may be handled differently financially due to its unique financial structure.

**SECTION 6. INSURANCE/INDEMNIFICATION/EMPLOYEE STATUS.**

The Parties to this Agreement shall provide, maintain and keep in force a program of insurance or self-insurance covering their liabilities as prescribed by Section 768.28, *Florida Statutes*. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity of any of the Parties beyond any statutorily limited waiver adopted by the Florida Legislature, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claims that would otherwise be barred under the

doctrine of sovereign immunity. The Parties agree that nothing contained in this Agreement shall be construed or interpreted as denying to any Party any legal remedy or defense available under the laws of the State of Florida. The waiver of a provision herein or a right available to a Party shall not operate as a further waiver or continuing waiver of said provision or right or any other provision of this Agreement. Each of the Parties agrees to provide the other with written notice of any claim subject to these provisions within ten (10) days of its receipt of notice that a claim exists. The Parties agree to cooperate fully, subject to the provisions hereof, in the defense of any such claim. Notice of claim shall be deemed to be given on the date of mailing as provided in Section 7 of this Agreement. The term "claims", as used in this Section, shall include all demands, damages, expenses, fees, penalties, suits, proceedings or actions. Persons employed by one Party in the performance of services and functions pursuant to this Agreement shall have no claim against any other Party hereto for salary, pension, workers' compensation, civil service, or other employee rights or privileges.

#### **SECTION 7. NOTICES.**

Except for the coordination between the Parties where such coordination consists only of review and comment on submitted plans through processes which will continue as presently established, all notices, consents, approvals, waivers and elections that any Party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be considered sufficiently made or given only when mailed by Certified Mail, postage prepaid, return receipt requested, addressed as follows to the parties listed below or to such other address as any Party hereto shall designate by like notice given to the other Party:

COUNTY: Flagler County  
Attn: County Administrator  
1769 East Moody Boulevard, Building 2, Suite 302  
Bunnell, Florida 32110

CITY OF PALM COAST: City of Palm Coast  
Attn: City Manager  
160 Lake Avenue  
Palm Coast, Florida 32164

Notices, consents, approvals, waivers and elections given or made as provided herein shall be deemed to have been given and received on the date of the mailing thereof.

**SECTION 8. ENTIRE AGREEMENT, AMENDMENT AND ASSIGNMENT.**

Apart from the Interlocal Agreements contemplated in Sections 4 and 5 hereinabove, this Agreement constitutes the entire agreement of the Parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the Parties or their authorized representatives. No Party shall assign the Agreement, or any interest herein, without the express written consent of the other Party. This Agreement replaces the 2009 Interlocal Agreement in its entirety.

**SECTION 9. INTERPRETATION.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized the Parties have contributed substantially and materially to the preparation hereof.

**SECTION 10. TERM.** The term of this Agreement shall begin on the date when this Agreement is recorded with the Clerk of the Circuit Court in the Official Records of Flagler. Upon the CITY's compliance with the payment of \$1,500,000 as described herein, the CITY shall continue to have use and access to the 800 MHz Emergency

Communications System, Project 25 (P25), Phase II, public safety communications system under the same rules and obligations of other cities as the COUNTY may adopt and amend from time to time.

**SECTION 11. FORCE MAJEURE.** No Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by *force majeure*. *Force majeure* shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future, provided that the cause, whether or not enumerated in this Section, is beyond the control and authority and without the fault or negligence of the party seeking relief under this Section. The maximum relief granted to either Party under this Section shall be the tolling of time for the duration of the *force majeure*.

**SECTION 12. TIME OF THE ESSENCE.** Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

**SECTION 13. BINDING EFFECT.** Each Party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

**SECTION 14. RECORDING.** The COUNTY shall be responsible for the recording of this Agreement in the Public Records (Land Records) of Flagler County, Florida. The

costs of the recording shall be borne equally by the Parties.

**SECTION 15. CAPTIONS/EXHIBITS.** The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any. They are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provisions.

**SECTION 16. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**[This space intentionally left blank. Signature page to follow.]**

**INTERLOCAL AGREEMENT  
SIGNATURE PAGE**

**CITY OF PALM COAST**

By: \_\_\_\_\_  
Milissa Holland, Mayor

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

*ATTEST:*

\_\_\_\_\_  
Virginia Smith, City Clerk

Approved as to form and content:

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

Return executed Agreement to:  
Flagler County Attorney's Office  
1769 E. Moody Blvd., Bldg. 2  
Bunnell, FL 32110

**INTERLOCAL AGREEMENT  
SIGNATURE PAGE**

**FLAGLER COUNTY BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Donald T. O'Brien Jr., Chair

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

*ATTEST:*

\_\_\_\_\_  
Tom Bexley, Clerk of the  
Circuit Court and Comptroller

Approved as to form:

\_\_\_\_\_  
Al Hadeed, County Attorney

# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/04/2018

<b>Department</b>	PLANNING	<b>Amount</b>	
<b>Item Key</b>	4562	<b>Account</b>	
<b>Subject</b> A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR E911 ADDRESSING			
<p><b>Background :</b>  <b><u>UPDATE FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>            This item was heard by City Council at their November 27, 2018 Workshop. There were no changes suggested to this item.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>            In January 2017, the City Council approved the E911 Interlocal Agreement (ILA) with the Flagler County Board of County Commissioners. The ILA memorialized the process for addressing in Flagler County, as well as the roles and responsibilities for each entity in maintaining the E911 emergency location system which includes the E911 Automatic Location Database, and the Master Street Address Guide for the entire Flagler County. Subsequent to adoption, County staff requested additional language that is acceptable to City staff. The additional language is highlighted in the attached agreement.</p> <p>This proposed version of the ILA adds the following language to improve the coordination process:</p> <ul style="list-style-type: none"> <li>• The City shall designate an individual to work with the County Innovation Technology staff and to make City addressing decisions. The City shall inform the County Innovation Technology Director of their designee within ten (10) days of this ratified agreement, as well as contemporaneously whenever a designee change occurs.</li> <li>• Final authority of street names, including any changes will be only made, in writing, with the agreement of the designated individual from the City (any proposed change to street names will still require approval of City Council) and the County Innovation Technology Director, or designee.</li> <li>• The City and County agree to mutually cooperate in maintaining the flow of communication necessary to properly and effectively institute the Uniform Addressing System as implemented in unincorporated Flagler County wherever possible throughout the City.</li> </ul>			
<p><b>Recommended Action :</b>            Adopt Resolution 2018-XX approving an Interlocal Agreement with Flagler County for E911 addressing.</p>			

**RESOLUTION 2018-\_\_\_\_\_**  
**INTERLOCAL AGREEMENT**  
**E911 ADDRESSING**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR E911 ADDRESSING; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 163.01, Florida Statutes, local governmental units may enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Flagler County; and

**WHEREAS**, Flagler County maintains the E911 system and the 911 Automatic Location Database on behalf of both the incorporated and unincorporated areas of Flagler County; and

**WHEREAS**, Flagler County’s Innovation Technology Division (hereinafter, “Innovation Technology”) oversees and coordinates the official addressing and street naming duties of the unincorporated areas of the County; and

**WHEREAS**, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in enhancing the delivery of emergency services; and

**WHEREAS**, the City previously approved an Interlocal Agreement for E911 addressing; and

**WHEREAS**, the City desires to approve an updated Interlocal Agreement for E911 addressing; and

**WHEREAS**, this Agreement is for the benefit of the general public so that the possibility of delay in the delivery of emergency services due to incorrect, duplicate or incomplete addresses can be eliminated.

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

**SECTION 1. APPROVAL OF INTERLOCAL AGREEMENT.** That the City Council hereby approves the terms and conditions of the Interlocal Agreement with Flagler County for E911 addressing, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The Mayor is hereby authorized to execute the Interlocal Agreement as depicted in Exhibit "A."

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgement or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with 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 the 4th day of December 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

Attachment:  
Exhibit A – Interlocal Agreement for E911 Addressing

Approved as to form and legality

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

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF PALM COAST AND THE FLAGLER COUNTY  
BOARD OF COUNTY COMMISSIONERS  
FOR E911 ADDRESSING**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered by and between **CITY OF PALM COAST**, Florida, a Florida municipal corporation (hereinafter “City”), and Flagler County, Florida, a political subdivision of the State of Florida (hereinafter “County”).

**WITNESSETH:**

**WHEREAS**, pursuant to Section 163.01, Florida Statutes, local governmental units may enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Flagler County; and

**WHEREAS**, the County maintains the E911 system and the 911 Automatic Location Database on behalf of both the incorporated and unincorporated areas of Flagler County; and

**WHEREAS**, the County’s Innovation Technology Division (hereinafter, “Innovation Technology”) oversees and coordinates the official addressing and street naming duties of the unincorporated areas of the County; and

**WHEREAS**, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in enhancing the delivery of emergency services; and

**WHEREAS**, this Agreement is for the benefit of the general public so that the possibility of delay in the delivery of emergency services due to incorrect, duplicate or incomplete addresses can be eliminated.

**NOW THEREFORE**, the parties hereto agree to assist the other party pursuant to the following provisions:

**Section 1. Purpose and Intent of Agreement**

In order to better serve the citizens of Flagler County and avoid the possibility of a delay in the delivery of emergency services due to a lack of uniformity in addressing, the City and the County agree there is a need to establish a single authority in the assignment of addresses and street names within their jurisdictions. As Innovation Technology already maintains addressing information for unincorporated Flagler County, the parties agree that Innovation Technology be the single authority for assigning addresses and street names within the parties’ jurisdictions.

## Section 2. Duties

- (A) The City hereby agrees to submit the following information to Flagler County Innovation Technology at 1769 East Moody Blvd, Bunnell, FL 32110 within thirty (30) days of the effective date of this Agreement:
1. Any addressing databases or lists the City owns, possesses or has access to, such as utilities service databases, solid waste services databases, billing address databases, public works roadways lists or any other such lists.
- (B) Innovation Technology will coordinate and oversee all tasks related to updating the E911 Automatic Location Database, the Master Street Address Guide, and all other necessary tasks required to maintain E911 emergency location system integrity.
- (C) Innovation Technology will distribute notices to all affected residents concerning any new addresses with instructions to post and begin using the new addresses.
- (D) Innovation Technology will provide the following addressing support at no cost to the City:
1. One initial set of Digital Spatial Map Files for printing of maps by the City on an as-needed basis with official street names and addresses noted thereon.
  2. Process all addressing requests, concerns, questions and inquiries from City residents when possible and refer them to the City when additional research or information may be needed.
  3. Ongoing addressing review and approval or denial of street naming for new development(s).
  4. Ongoing maintenance of mapping and addressing files.
  5. The City shall designate an individual to work with the County Innovation Technology staff and to make City addressing decisions. The City shall inform the County Innovation Technology Director of their designee within ten (10) days of this ratified agreement, as well as contemporaneously whenever a designee change occurs.
- (E) The City hereby agrees to submit to Innovation Technology the following information and documentation in support of the ongoing tasks noted in Paragraph (D) above:
1. One (1) copy of each of City's municipal ordinance(s) involving annexation and de-annexation of property within ten (10) business days after final adoption.

2. One (1) copy of all proposed or preliminary plats, in electronic format when available, for the purpose of approving or denying official roadway names thereon.
  3. One (1) copy of all final, approved plats, in electronic format when available, for the purpose of affixing official addresses thereon.
  4. One (1) copy of any listing of official roadway closings or extensions within ten (10) business days after final approval.
- (F) Innovation Technology will work in cooperation with City Staff and any concerned subcontractors, as well as with the County Property Appraiser, County Public Works, and any other necessary offices or agencies in implementing and maintaining the addressing system.
- (G) The City and the County hereby agree that address changes including changes to the house numbers and to the street names as well as the initial street naming process will be routed and coordinated through the City staff to Innovation Technology as a central point of contact for properties within the City's jurisdiction. Final authority of street names, including any changes will be only made, in writing, with the agreement of the designated individual from the City and the County Innovation Technology Director, or designee.
- (H) The City will work in cooperation with the County for all address assignments and changes as well as all street assignments and changes to ensure that no duplicate or incorrect address become a part of the Uniform Addressing System.
- (I) The City and County hereby agree to mutually cooperate in maintaining the flow of communication necessary to properly and effectively institute the Uniform Addressing System as implemented in unincorporated Flagler County wherever possible throughout the City.

### **Section 3. Financial Support of Parties**

- (A) Innovation Technology will be responsible for personnel, notification, and equipment costs related to the Agreement.
- (B) Subject to the limitations of Section 768.28, Florida Statutes, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.

- (C) All costs associated with the operation of equipment and supplies shall be the responsibility of the acting party unless otherwise stated herein or agreed upon in writing between the parties.

**Section 4. Liabilities and Responsibilities of Parties**

- (A) Nothing herein shall be construed as a waiver of sovereign immunity under Section 768.28, Florida Statutes, on the part of either party to this Agreement.
- (B) Neither party hereto or its respective officers or employees shall assume any liability for the acts, omissions, or negligence of the other party or the other party's respective officers or employees.
- (C) Each party hereto will maintain their own liability insurance and worker's compensation for their employees.

**Section 5. Term of Agreement**

The term of this Agreement shall begin on the date the agreement is recorded with the Clerk of the Court in accordance Section 163.01(11), Fla. Stat., and shall remain in effect until terminated by either party. Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party as provided in Section 6 herein.

**Section 6. Notice**

Any notice or correspondence required under this Agreement shall be provided in writing to the other party's addressing authority at the following address:

Flagler County  
County Administrator  
1769 E. Moody Blvd  
Flagler, FL 32110

Palm Coast  
City Manager  
160 Lake Avenue  
Palm Coast, FL, 32164

**Section 7. Modifications**

This Agreement may be modified by either party provided the modification is done in writing and agreed to and signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below:

**BOARD OF COUNTY COMMISSIONERS  
FLAGLER COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit  
Court and Comptroller

\_\_\_\_\_  
Donald T. O'Brien Jr., Chair

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

**Approved As To Form:**

\_\_\_\_\_  
Al Hadeed, County Attorney

**[Signature Page To Follow]**

**CITY OF PALM COAST, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Milissa Holland, Mayor

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

\_\_\_\_\_  
Virginia Smith, City Clerk

**Approved As To Form:**

\_\_\_\_\_  
William Reischmann, City Attorney

# City of Palm Coast, Florida Agenda Item

Agenda Date : 11/27/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4801	<b>Account #</b>
<b>Subject</b>	RESOLUTION 2018-XX INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR WATER AND WASTEWATER SERVICES OLD KINGS ROAD SOUTH	
<b>Background :</b>		
<b><u>UPDATE FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>		
This item was heard by City Council at their November 27, 2018 Workshop. There were no changes suggested to this item.		
<b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>		
<p>In January 2007, the City of Palm Coast, the City of Flagler Beach and Flagler County entered into an agreement to resolve any issues the three local governments may have had over how best to provide future water and wastewater services in the areas south of State Road 100 along Old Kings Road and along John Anderson Highway. It was decided and agreed that the area along Old Kings Road south of the Palm Coast city limits (aka Old Kings Road Service Area) would be served by Flagler County. It was also agreed, to avoid competition over the source of water and take advantage of economies of scale, Flagler County would not expand their existing water treatment facility beyond its current capacity but rather purchase bulk water from the Palm Coast system at such time as necessary to provide for growth in the area. Shortly after the agreement was finalized, the economy took a downturn and anticipated development did not occur.</p> <p>Recently the City of Palm Coast and Flagler County have been approached by property owners along in the Old Kings Road Service Area with potential plans for future development. As such, the City and the County now wish to engage in a cooperative effort to provide a regional approach to address water and sewer service along Old Kings Road South to properties in the City and in unincorporated County, to effectuate the terms of the 2007 agreement and complete both a water and a wastewater system interconnect.</p> <p>This proposed Interlocal Agreement lays the foundation for this future interconnect and for a cooperative effort to work with developers. Specifically, construction of the Utility Systems by the City and County and the property owners will help expand affordable housing, increase tourism, eliminate smaller package or inefficient utility plants which will improve wastewater treatment and hence the environment, expand the City and County's tax base, ensure proper fire protection, provide for additional commercial and industrial development sites, ensure an orderly development pattern and improve cooperation between the City, the County and the private sector.</p>		
<b>Recommended Action :</b>		
Adopt Resolution 2018-XX approving an Interlocal Agreement with Flagler County for water and wastewater services Old Kings Road South.		

**RESOLUTION 2018-\_\_\_\_**  
**INTERLOCAL AGREEMENT WITH FLAGLER COUNTY**  
**FOR WATER AND WASTEWATER SERVICES**  
**OLD KINGS ROAD SOUTH**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR WATER AND WASTEWATER SERVICES IN THE SOUTH OLD KINGS ROAD AREA; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in January 2007, the City of Palm Coast, the City of Flagler Beach and Flagler County entered into an agreement to resolve any issues the three local governments may have had over how best to provide future water and wastewater services; and

**WHEREAS**, the City and Flagler County are engaging in a cooperative effort to provide a regional approach to address water and sewer service along Old Kings Road; and

**WHEREAS**, it is in the best interests of the public health, safety and welfare of the citizens of the City and the County, and provides a public benefit to enter into this Agreement; and

**WHEREAS**, the City Council of the City of Palm Coast desires to enter into this Agreement to provide water and wastewater services to the Old Kings Road South area.

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

**SECTION 1. APPROVAL OF THE AGREEMENT.** The City Council hereby approves the terms and conditions of the Interlocal Agreement with Flagler County for water and wastewater services in the south Old Kings Road area, as attached hereto and incorporated herein by reference as Exhibit "A."

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

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to

invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 4th day of December 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A – Interlocal Agreement Water and Wastewater Services OKR S area

Approved as to form and legality:

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

**FLAGLER COUNTY/CITY OF PALM COAST**  
**INTERLOCAL AGREEMENT FOR OLD KINGS ROAD WATER AND**  
**WASTEWATER SERVICES**

**THIS INTERLOCAL AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_\_ day of December, 2018, by and between the **CITY OF PALM COAST, FLORIDA (“City”)**, a municipal corporation of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, and **FLAGLER COUNTY, FLORIDA, (“County”)**, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Suite 302, Bunnell, Florida, 32110. The City and County shall hereinafter collectively be referred to as the **“Parties.”**

**W I T N E S S E T H:**

**WHEREAS**, this Agreement is authorized by the “Florida Intergovernmental Cooperation Act of 1969,” Section 163.01, *Florida Statutes, et seq.*, (**“Act”**) which authorizes the joint exercise by two or more public agencies of any power common to them and is authorized under other applicable law; and

**WHEREAS**, the Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other units of government on the basis of mutual advantage; and

**WHEREAS**, the Parties are engaging in a cooperative effort to provide a regional approach to address water and sewer service along Old Kings Road to properties in the City of Palm Coast and unincorporated Flagler County in an area generally located south of State Road 100 to the Flagler County line between Bulow Creek and Interstate 95, as depicted in **Exhibit “A”** attached hereto and incorporated herein, which includes a list of all property owners in the area (**“OKR Service Area”**); and

**WHEREAS**, the Parties have determined that the construction of a potable water and sewer system (collectively, **“Utility Systems”**) to serve the OKR Service Area is in the best interests of the public health, safety and welfare of the citizens of the City and the County, and provides a public benefit; and

**WHEREAS**, construction of the Utility Systems by the City and County and the

property owners will help expand affordable housing, increase tourism, eliminate smaller package or inefficient utility plants which will improve wastewater treatment and hence the environment, expand the City and County's tax base, ensure property fire protection, provide for additional commercial and industrial development sites, ensure an orderly development pattern and improve cooperation between the Parties and the private sector; and

**WHEREAS**, this regional effort is intended to facilitate the construction of the Utilities Systems to property owners within the OKR Service Area; and

**WHEREAS**, subject to the terms of this Agreement, the City shall allow for the County to reserve water and wastewater service capacity at the current rates; and

**WHEREAS**, City of Palm Coast Resolution 2015-17 ("Resolution") implemented a capacity reservation payment program allowing for the reservation of capacity by scheduling the payment of required fees; and

**WHEREAS**, the construction of the Utility Systems to serve the OKR Service Area as a joint endeavor between the Parties achieves the goal of the Resolution.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the Parties agree as follows:

**SECTION 1. RECITALS**. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. THE UTILITY SYSTEMS**. The City and County shall work together to develop a future interlocal agreement to facilitate the design, finance, construction and operation of the Utility Systems for all property owners in the OKR Service Area with contributions from the property owners listed in Exhibit "A", as per the terms of this Agreement.

**SECTION 3. OKR SERVICE AREA RESERVED CAPACITY AND RESERVATION FEES**. Subject to the terms of this Agreement, the City of Palm Coast Code of Ordinances ("City Code") and the Resolution, the City agrees to reserve to the County for the OKR Service Area, approximately 160,000 gallons per day annual

average daily flow (“**GPDAADF**”) of potable water service capacity (“**Potable Water Service Reservation**”), and approximately 125,000 GPDAADF of wastewater service capacity (“**Wastewater Service Reservation**”) at current city rates in effect on the Effective Date of this Agreement.

The County shall pay the City capacity fees for the Wastewater Service Reservation and Potable Water Service Reservation in the form of cash, transfer of utility property or other capital contributions and as per the payment plan established by the Parties in the future interlocal agreement entered into between the Parties as per Section 4 of this Agreement.

**SECTION 4. CONDITION PRECEDENT/FUTURE INTERLOCAL AGREEMENT.**

The Parties agree that their performance under this Agreement is subject to, and conditioned upon, the execution of a future interlocal agreement between the Parties that lays out the responsibilities of the Parties in detail as it pertains to the design, finance, construction and operation of the Utility Systems within the OKR Service Area. The following items shall be considered, negotiated and addressed by the Parties in the future interlocal agreement:

- a) Extension of utility lines;
- b) Transfer of property and easement grants;
- c) Points of connection;
- d) Payment form and timing for Potable Water Service Reservation and Wastewater Service Reservation capacity fees;
- e) Grant funding;
- f) Funding through special assessment districts; and
- g) Resolution of the outstanding Chapter 164 claims contained in Flagler County Resolution 2018-31 for the OKR Service Area.

In the event the Parties fail to successfully agree upon the above listed items and enter into the future interlocal agreement within 6 months from the Effective Date of this Agreement, this Agreement shall automatically terminate and become null and void without further effect on either Party.

**SECTION 5. CONDITION PRECEDENT/UTILITY AGREEMENTS.** The Parties agree that their performance under this Agreement is subject to, and conditioned upon, a utility agreement in a form acceptable to each respective jurisdiction being entered into between the appropriate Party and each and every one of the property owners within the OKR Service Area, as listed in Exhibit A ("**Utility Agreement**"). The Utility Agreement will delineate each property owners' contributions to the costs of the design and construction of the Utility Systems. Each Utility Agreement shall address the allocation of rights and responsibilities associated with the construction of the Utility System and the provision of Utility Services. In the event any one of the property owners within the OKR Service Area fails to enter into a Utility Agreement by December 31, 2019, this Agreement shall automatically terminate and become null and void without further effect on either Party, except as provided in Section 6.

**SECTION 6. TERM.** This Agreement will terminate the earlier of: 1) December 31, 2019 (subject to renewal by mutual agreement); or 2) when all the Parties' responsibilities hereunder have been fulfilled. .

**SECTION 7. NOTICES.**

(a) Whenever either party desires or is required to give notice unto the other, notice may be sent by hand delivery or by Certified Mail (return receipt requested) to:

**CITY OF PALM COAST**

City of Palm Coast  
Attn: City Manager  
160 Lake Avenue  
Palm Coast, Florida 32164

With a copy to:

City of Palm Coast  
Attn: City Attorney  
160 Lake Avenue  
Palm Coast, Florida 32164

**FLAGLER COUNTY**

Flagler County  
Attn: Flagler County Administrator  
1769 East Moody Boulevard  
Building 2, Suite 301  
Bunnell, Florida 32110

Flagler County  
Attn: County Attorney  
1769 East Moody Boulevard  
Building 2, Suite 303  
Bunnell, Florida 32110

(b) Any party may change, by written notice as provided herein, the address or person for receipt of notices. Notice shall be deemed to have been given when received.

**SECTION 8. BINDING EFFECT.**

(a) This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the Parties.

(b) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

(c) The signatories hereof represent that they have the requisite legal authority to execute this Agreement and bind the respective Parties herein.

**SECTION 9. PUBLIC RECORDS.** The Parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and the *Constitution of the State of Florida* and which have been made or received by the Parties in conjunction with this Agreement.

**SECTION 10. INTERPRETATION/APPLICABLE LAW/VENUE.** The laws of the State of Florida shall govern this Agreement. Any legal action necessary arising out of the Agreement will have its venue in Flagler County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

**SECTION 11. ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written approval of the other.

**SECTION 12. CAPTIONS.** Section captions contained in this Agreement are provided for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

**SECTION 13. EXHIBITS.** All exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**SECTION 14. ENTIRE AGREEMENT/MODIFICATION.** This Agreement constitutes the complete, integrated and entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements, contracts or understandings, whether oral or written, between the Parties all of which, if any, have been integrated herein. This Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all Parties to this Agreement.

**SECTION 15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, successors and assigns as set forth herein.

**SECTION 16. TIME.** Time is of the essence in this Agreement and of each provision herein.

**SECTION 17. SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement; provided, however, that the public interest in the terms set

forth herein is not substantially adversely impacted.

**SECTION 18. EFFECTIVE DATE.** This Agreement shall take effect on the date that this Agreement is recorded with the Clerk of the Circuit Court.

**SECTION 19. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

THIS SPACE LEFT INTENTIONALLY BLANK  
SIGNATURE PAGES TO FOLLOW

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and year first above written.

*ATTEST:*

**CITY OF PALM COAST, FLORIDA**

\_\_\_\_\_  
Virginia A. Smith, City Clerk

\_\_\_\_\_  
BY: Milissa Holland, Mayor

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

Approved as to form and legality.

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

*ATTEST:*

**FLAGLER COUNTY**

\_\_\_\_\_  
Gail Wadsworth, Clerk  
Ex Officio Clerk to the Board

\_\_\_\_\_  
BY: Donald O'Brien, Jr., Chair  
County Board of Commissioners

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

Approved as to form and legality.

\_\_\_\_\_  
Al Hadeed, County Attorney

## Exhibit "A"

### List of Property Owners and OKR Service Area Map

#### Property Owners List

Bulow Creek, LLC  
941 W. Morse Blvd., Ste. 315  
Winter Park, FL 32789

Iroquois, LLC  
Post Office Box 354425  
Palm Coast, FL 32135

Venture 8, LLC  
Post Office Drawer 2140  
Daytona Beach, FL 32115

MHC Bulow Plantation, LLC  
c/o B&D Equity Property Tax Group  
Post Office Box 06115  
Chicago, IL 60606

Old Kings Venture, LLC  
509 Guisando De Avila, Suite 200  
Tampa, FL 33613



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 12/04/2018

<b>Department</b>	Community Development	<b>Amount</b>
<b>Item Key</b>	4432	<b>Account</b>
<b>Subject</b>	RESOLUTION 2018-XX APPROVING CONTINUING SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR STORMWATER & ENVIRONMENTAL ENGINEERING SERVICES	
<b>Background :</b> <b><u>UPDATE FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b> This item was heard by City Council at their November 27, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b> The City utilizes professional services contracts for design and consulting services on an as needed basis. The existing stormwater & environmental engineering continuing services contract expires at the end of 2018.  In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff requested qualification packages from firms for stormwater & environmental engineering services. Nine (9) qualification packages were received. The proposals were review and ranked by staff according to specifications (project approach and understanding, proposed innovations, project team, technical capabilities, and experience with similar projects). The project bid overview and notice of intent to award are attached to this agenda item.  Staff recommends City Council approve master service agreements with the top five (5) ranked firms: Taylor Engineering, GAI Consultants, DRMP, Inc., Mead & Hunt, Inc., and CPH, Inc. City staff will present City Council with work orders for consideration as services are needed and in accordance with the City's Purchasing Policy.		
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving continuing service agreements with multiple firms for stormwater & environmental services.		

**RESOLUTION 2018-\_\_\_\_\_**  
**RFSQ-CD-18-10 – CONTINUING SERVICE AGREEMENTS**  
**FOR PROFESSIONAL STORMWATER & ENVIRONMENTAL ENGINEERING**  
**SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AUTHORIZING THE CITY MANAGER TO APPROVE THE CONTINUING SERVICES AGREEMENTS FOR PROFESSIONAL STORMWATER & ENVIRONMENTAL ENGINEERING SERVICES; AUTHORIZING EXECUTION OF SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, numerous firms have expressed a desire to provide professional stormwater & environmental engineering services throughout the City of Palm Coast; and

**WHEREAS**, staff has ranked the firms that have responded to the City’s Request for Qualifications (RFQ); and

**WHEREAS**, Taylor Engineering, GAI Consultants, DRMP, Inc., Mead & Hunt, Inc., and CPH, Inc. have been ranked, in accordance with the controlling requirements of State law, as the five (5) top ranked firms; and

**WHEREAS**, the City Council of the City of Palm Coast desires to negotiate contracts with the top five (5) ranked firms for professional stormwater & environmental engineering services throughout the City of Palm Coast.

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

**SECTION 1. APPROVAL OF AGREEMENTS.** The City Council of the City of Palm Coast hereby authorizes the City Manager to negotiate contracts with Taylor Engineering, GAI Consultants, DRMP, Inc., Mead & Hunt, Inc., and CPH, Inc., for professional stormwater & environmental engineering services. If terms cannot be reached with these firms, the City Manager is authorized to negotiate with the next ranked firm.

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

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, 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 actions taken in this Resolution.

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

**DULY PASSED** and approved by the City Council of the City of Palm Coast, Florida, on this 4th day of December 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
Milissa Holland, Mayor

\_\_\_\_\_  
Virginia A. Smith, City Clerk

Attachments:

Exhibit "A" – Agreements Taylor Engineering, GAI Consultants, DRMP, Inc., Mead & Hunt, Inc., and CPH, Inc.

Approved as to form and legality

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



# City of PALM COAST

Administrative Services & Economic Development  
Central Services Division

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

## NOTICE OF INTENT TO AWARD

**Project:** RFSQ-CD-18-10 - Professional Stormwater and Environmental Engineering Services

**Date:** 11/7/2018

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 11/9/2018.

Firm	Ranking Order
Taylor Engineering Jacksonville, FL	1
GAI Consultants Jacksonville, FL	2
DRMP, Inc. Orlando, FL	3
Mead & Hunt, Inc. Port Orange, FL	4
CPH, Inc. Palm Coast, FL	5
STV Inc. Jacksonville, FL	6
Four Waters Engineering, Inc. Jacksonville Beach, FL	7
S & M E, Inc. Orlando, FL	8
Gulfstream Design Group, LLC St. Augustine, FL	9

**Intent to Award:** The intent of the City of Palm Coast is to award RFSQ-SW-18-10 to Taylor Engineering, GAI Consultants, DRMP, Inc. Mead & Hunt, Inc. and CPH, Inc.



# city of PALM COAST

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

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

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

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





# RFSQ-SW-18-10 - Professional Stormwater and Environmental Engineering Services

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	RFSQ-SW-18-10
<b>Project Name</b>	Professional Stormwater and Environmental Engineering Services
<b>Project Owner</b>	Kelly Downey
<b>Project Type</b>	RFSQ
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	This Request for Statement of Qualifications is issued for the purpose of selecting engineering consultants to assist with the City's Stormwater Management Program.
<b>Open Date</b>	Sep 12, 2018 8:00 AM EDT
<b>Intent to Bid Due</b>	Oct 11, 2018 2:00 PM EDT
<b>Close Date</b>	Oct 11, 2018 2:00 PM EDT

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>Taylor Engineering</b>		<b>81 pts</b>
<b>Mead &amp; Hunt, Inc.</b>		<b>72 pts</b>



<b>GAI Consultants</b>		<b>76.33 pts</b>
<b>DRMP, Inc.</b>		<b>74 pts</b>
<b>CPH, Inc.</b>		<b>73 pts</b>

## Seal status

<b>Requested Information</b>	<b>Unsealed on</b>	<b>Unsealed by</b>
Proposal	Oct 11, 2018 2:05 PM EDT	Kelly Downey
Forms 1, 2, 3, & 4	Oct 11, 2018 2:05 PM EDT	Kelly Downey

## Conflict of Interest

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

<b>Name</b>	<b>Date Signed</b>	<b>Has a Conflict of Interest?</b>
Kelly Downey	Oct 11, 2018 2:05 PM EDT	No



Carl Cote	Nov 05, 2018 8:26 AM EST	No
Mike Peel	Oct 11, 2018 2:37 PM EDT	No
Alena Dvornikova	Oct 11, 2018 2:15 PM EDT	No



## Project Criteria

Criteria	Points	Description
Forms 1, 2, 3, 4	Pass/Fail	Forms 1, 2, 3, & 4
Table of Contents	Pass/Fail	Table of Contents
Project Understanding & Proposal	30 pts	Project Understanding & Proposal
Project Innovation	15 pts	Project Innovation
Experience with Similar Projects, Technical Capability, and Qualifications	25 pts	Experience with Similar Projects, Technical Capability, and Qualifications
Project Team	25 pts	Project team
Location of Responding Firm Office	5 pts	Location of Responding Firm Office
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>Forms 1, 2, 3, 4</b>	<b>Table of Contents</b>	<b>Project Understanding &amp; Proposal</b>	<b>Project Innovation</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 30 pts</b>	<b>/ 15 pts</b>
Taylor Engineering	81 pts	Pass	Pass	24.33 pts	12.33 pts
GAI Consultants	76.33 pts	Pass	Pass	24 pts	11 pts
DRMP, Inc.	74 pts	Pass	Pass	24.33 pts	8.333 pts
CPH, Inc.	73 pts	Pass	Pass	24 pts	8.333 pts
Mead & Hunt, Inc.	72 pts	Pass	Pass	24 pts	12.33 pts
STV Incorporated	72 pts	Pass	Pass	22 pts	10 pts



	<b>Total</b>	<b>Forms 1, 2, 3, 4</b>	<b>Table of Contents</b>	<b>Project Understanding &amp; Proposal</b>	<b>Project Innovation</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 30 pts</b>	<b>/ 15 pts</b>
Four Waters Engineering, Inc.	59 pts	Pass	Pass	16.67 pts	7.667 pts
S&ME, Inc.	50.33 pts	Pass	Pass	15.33 pts	7.667 pts
Gulfstream Design Group, LLC	43 pts	Pass	Pass	15 pts	5.667 pts

	<b>Experience with Similar Projects, Technical Capability, and Qualifications</b>	<b>Project Team</b>	<b>Location of Responding Firm Office</b>
<b>Supplier</b>	<b>/ 25 pts</b>	<b>/ 25 pts</b>	<b>/ 5 pts</b>
Taylor Engineering	20.67 pts	21.67 pts	2 pts
GAI Consultants	19.33 pts	20 pts	2 pts



	<b>Experience with Similar Projects, Technical Capability, and Qualifications</b>	<b>Project Team</b>	<b>Location of Responding Firm Office</b>
<b>Supplier</b>	<b>/ 25 pts</b>	<b>/ 25 pts</b>	<b>/ 5 pts</b>
DRMP, Inc.	18 pts	21.33 pts	2 pts
CPH, Inc.	17.33 pts	18.33 pts	5 pts
Mead & Hunt, Inc.	17 pts	16.67 pts	2 pts
STV Incorporated	18.67 pts	19.33 pts	2 pts
Four Waters Engineering, Inc.	16 pts	16.67 pts	2 pts
S&ME, Inc.	11 pts	14.33 pts	2 pts
Gulfstream Design Group, LLC	9.333 pts	11 pts	2 pts

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 12/04/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$65,236.00
<b>Item Key</b>		<b>Account</b>	#21055011-063000-51005
<b>Subject</b>	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH CPH, INC. FOR DESIGN SERVICES FOR PEDESTRAIN IMPROVEMENTS ON PALM COAST PARKWAY		
<b>Background :</b>			
<b><u>UPDATE FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>			
This item was heard by City Council at their November 27, 2018 Workshop. City Council inquired about whether asphalt or concrete would be less costly. CPH, Inc. provided the attached generalized cost estimate for the project. Asphalt would be approximately \$35,000 higher than concrete.			
<b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>			
The proposed project is to connect three existing segments of the sidewalk along Palm Coast Parkway, between Pine Lakes Parkway and Belle Terre Parkway. Improvements will allow pedestrians and bicyclists safe access to adjacent commercial plazas, as well as connection to Belle Terre Parkway. Enclosed is the map reflecting existing conditions and proposed improvements. The project is part of the pedestrian/bicycle master plan and was included in the approved CIP.			
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 engineering services. Two qualification packages were received: CPH, Inc. and England-Thims & Miller, 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 \$65,236.00 with CPH, 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 out of FY 2019 street improvement account.			
<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>			
STIMPROVFD-Sidewalks & Bikepaths #21055011-06300-51005		\$425,000.00	
Total Expended/Encumbered to Date.....		\$ 0	
Pending Work Orders/Contracts.....		\$ 0	
Current (WO/Contract).....		<u>\$ 65,236.00</u>	
<b>Balance.....</b>		<b>\$359,764.00</b>	
<b>Recommended Action :</b>			
Adopt Resolution 2018-XX approving a work order with CPH, Inc. for design services for pedestrian improvements on Palm Coast Parkway.			

**RESOLUTION 2018 - \_\_\_\_\_  
PALM COAST PARKWAY  
PEDESTRAIN IMPROVEMENTS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF WORK ORDER WITH CPH, INC., TO PROVIDE DESIGN SERVICES FOR PEDESTRIAN IMPROVEMENTS ON PALM COAST PARKWAY; 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, CPH, Inc., desires to provide design services for pedestrian improvements on Palm Coast Parkway for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with CPH, Inc., for the above referenced services.

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

**SECTION 1. APPROVAL OF CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of a Work Order with CPH, Inc., as referenced herein and attached hereto as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 4h day of December 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

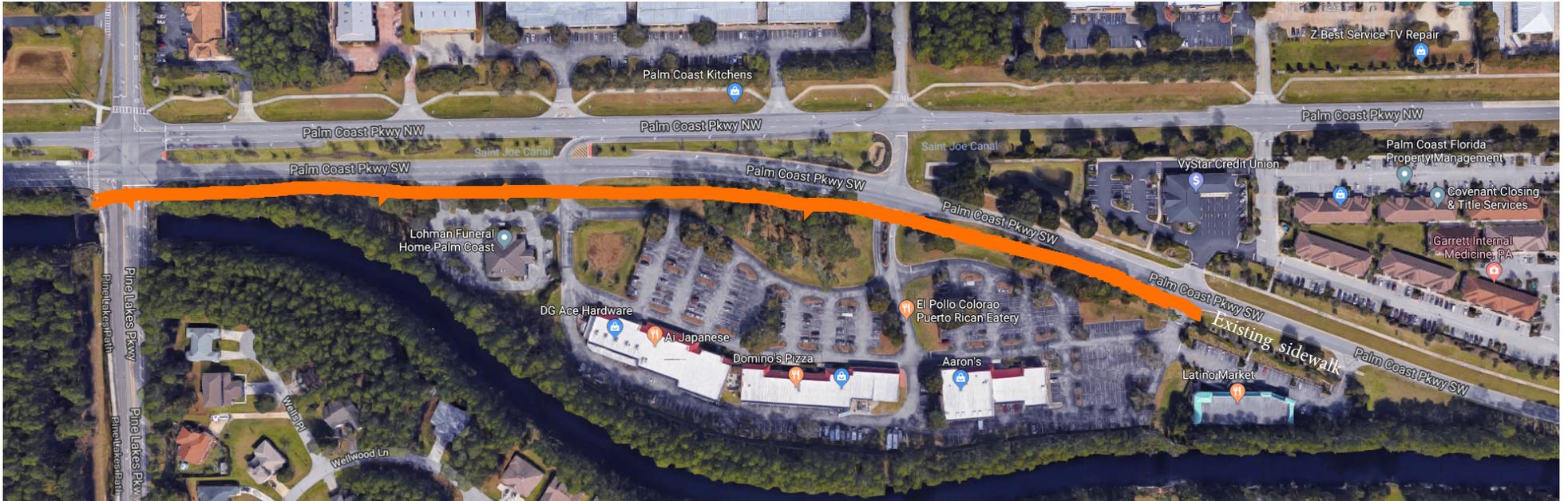
\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

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

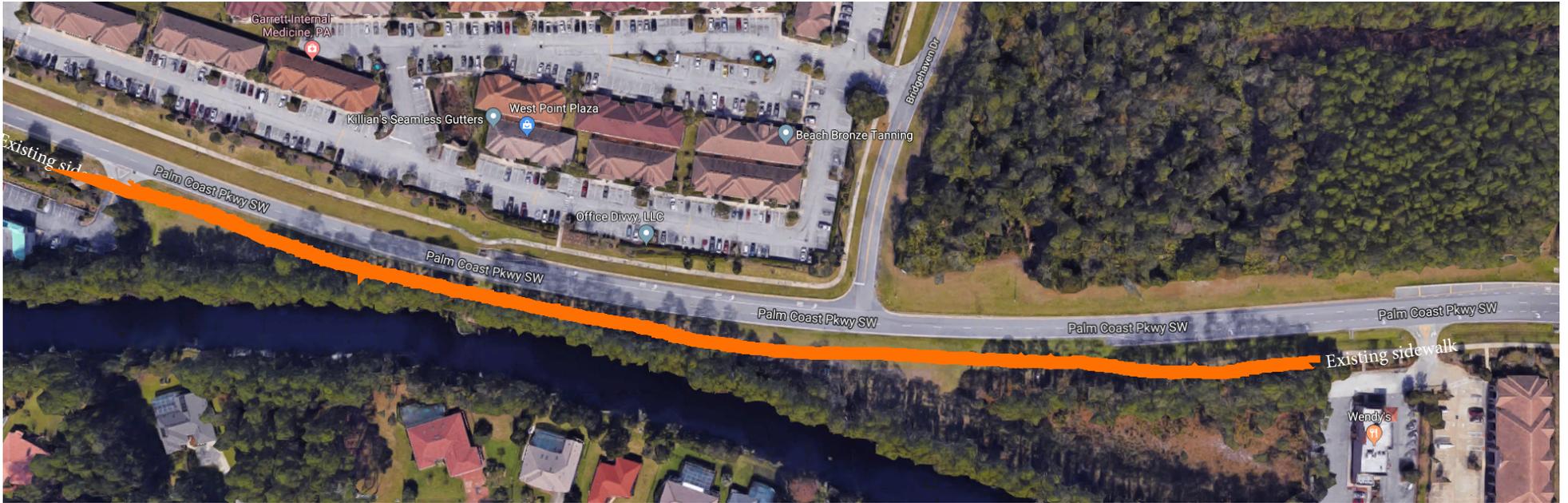
Approved as to form and legality

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

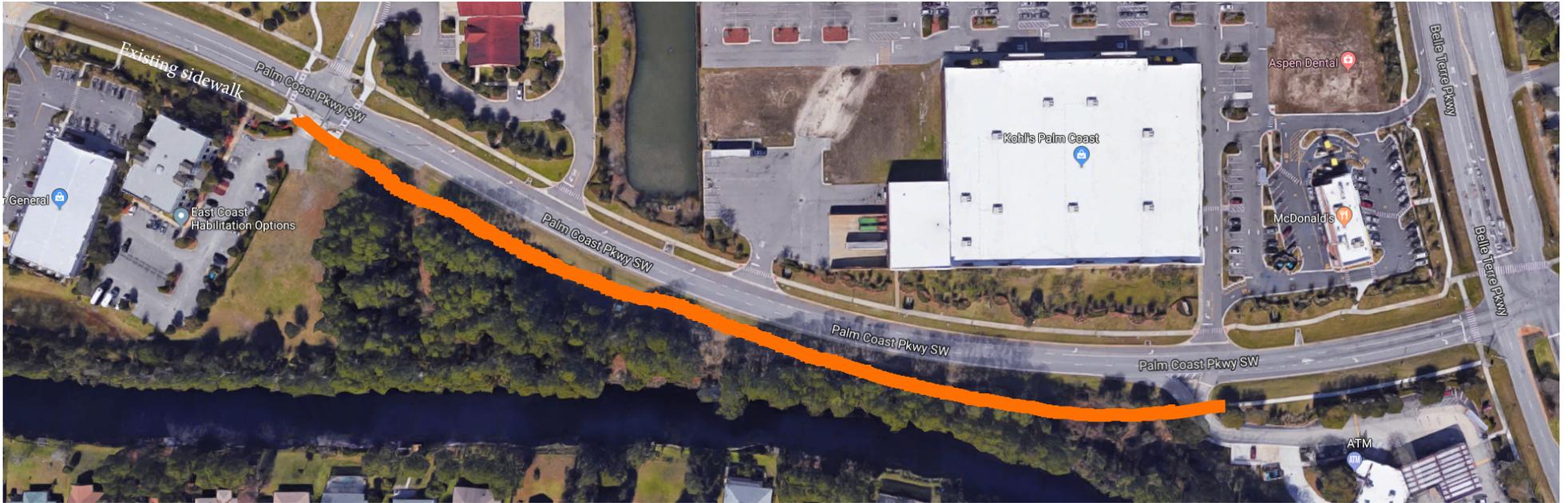
# Palm Coast Pkwy Improvements Segment #1



Palm Coast Pkwy Improvements Segment#2



Palm Coast Pkwy Improvements Segment 3



WORK ORDER # \_\_\_\_\_  
PO #: \_\_\_\_\_



DATE: 11 / 16 /20 18

ProjectManager's Initials AD

SUPPLIER INFORMATION

BID DETAILS

Name	CPH	Project Title	Palm Coast Parkway Pedestrian Improvments
Street	500 West Fulton Street	Bid #	RFQ-CD-CM-14-04
City, State, Zip	Sanford, Fl 32771	City Council Approval date	08/19/2014

TOTAL COST: \$ 65,236.00  
*(must equal amount of Purchase Order)*

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 09 11 2014 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

2. **METHOD OF COMPENSATION** (chose one):  FIXED FEE  NOT TO EXCEED\*  
Fixed - Amount Proposed is set amount for services - will not change regardless of time. Not to exceed - Spend over time shall not exceed Total Cost without approved change order

\*if "NOT TO EXCEED", then TOTAL COST is (chose one):  UNIT BASED  PERCENT OF FIXED FEE \_\_\_%

3. **PRICING** (chose one):  ATTACHED  INCLUDED IN CONTRACT

4. **SCHEDULE** (chose one):  AS NEEDED BASIS  SHALL BE COMPLETED BY - 05/01/2019

5. **DESCRIPTION OF SERVICES** (chose one):  ATTACHED  INCLUDED IN CONTRACT

6. **OTHER ATTACHMENTS TO THIS WORK ORDER:**  No  Yes If yes, identify below:

\_\_\_\_\_  
\_\_\_\_\_

7. **TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work Order and the Agreement.

8. **CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

By: J. Brett Markovitz  
Print: J. Brett MARKOVITZ  
Title: JR. V.P.  
Date: 11/19/18

CITY APPROVAL

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Assistant City Manager or Designee  
Date: \_\_\_\_\_

**CITY OF PALM COAST  
PALM COAST PARKWAY PEDESTRIAN IMPROVEMENTS  
DESIGN SCOPE OF SERVICES**

CPH understands the CITY is requesting the design and preparation of construction plans for the pedestrian improvements along the south side of Palm Coast Parkway SW, from Pine Lakes Parkway to Belle Terre Parkway. The project area is approximately 1.25 miles long. The design will provide an 8-ft wide concrete sidewalk along the project area, which will require replacing all existing 5-ft wide and 6-ft wide sidewalk segments. The signal at Pine Lakes Parkway will be modified to provide a pedestrian crossing along the south side of the intersection. The objective is to provide a continuous pedestrian connection from Pine Lakes Pkwy to Belle Terre Pkwy meeting ADA criteria. Design shall include, but not limited to:

- Survey work necessary to prepare and completed design of the project.
- Roadway design and analysis to include addition of crosswalks and new path construction in accordance with ADA regulations
- Roadway Plans to include plan drawings, pay items, quantities, computations, details, typical sections, design calculations.
- Specifications Package Preparation – prepare specifications package based on FDOT Standard Specifications and City of Palm Coast Standards.
- Drainage – drainage design incidental to roadway and sidewalk plans and any modifications necessary to accommodate proposed improvements
- Utility Coordination – provide all utility coordination for project and any final utility relocation/adjustment plans and utility work schedules necessary to complete construction.
- Signing and Pavement Markings – provide analysis and plans for all necessary signing and pavement markings.
- Apply for and obtain all necessary permits

CPH will prepare the designs meeting CITY, FDOT, MUTCD, and ADA design criteria. The below scope of services have been prepared based on the Scope of Work included in the LOI and discussions with the CITY.

**TASK 1 – PROJECT ADMINISTRATION**

CPH will provide general project management, including, but not limited to communication and coordination with the CITY and subconsultants, preparation of meeting materials and meeting documentation, preparing project billing, and tracking project budget and schedule. This Task 1 scope also includes attendance at the project kick-off meeting and three (3) design review meetings.

**TASK 2 – SURVEYING SERVICES**

**Boundary Retracement (Establish Right of Way):**

- Compute right of way geometry. The following will be used to determine the right of way for the project area:
  - Recorded Plats
  - Right of way documentation/Maintenance Maps
  - Viewable Legal Descriptions recorded in Official Records

- Field locate boundary monumentation and field verify platted rights of way contained within the plats for Palm Coast Parkway (Approximately 6,500 feet)
- For each of the individual parcels, a Title Search is not included as part of this scope.

**Topographic Survey:** Perform a Topographic survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida and per City of Palm Coast Survey Standards.

- Provide topographic information at 50 foot cross-sections for southerly right-of-way from southerly outside travel lane with a 10' overlap on the southerly right-of-way-line.
  - Based on coordination with the City, areas will be excluded from acquiring topographic data due to the open terrain and the intent to design the sidewalk at existing grade.
  - These areas include just east of St Joe Plaza to the Wendy's, and just east of Corporate Dr. to just west of the Shell gas station at Belle Terre Pkwy.
  - Small areas around the existing drainage structures will be topographically surveyed.
- Survey will be based on NAVD '88 datum.
- Set on-site benchmarks every 1,000 feet.
- Signed and sealed survey.

**Tree Location:**

- Locate hardwoods showing only the diameter at breast height (dbh) and common name that fall within the surveyed area described above.

**State Plane:** The project coordinate system will be based horizontally on the North American Datum 1983(2011) (NAD 83(2011)). The project will be referenced to state plane coordinates by field locating published control points. The National Geodetic Survey and Orange County control points will be researched and verified in the field. This base of reference will be used to establish the coordinate system for the project.

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: Boundary Survey, ALTA/NSPS Land Title Survey, Horizontal and Vertical Utility Locates, As-built Survey, Platting, Soil Borings, Sketch and Descriptions, Wetland Location/Delineation, and Ordinary High Water/Mean High Water.

**TASK 3-DESIGN SERVICES**

**3.1 – Preliminary Design Phase:** CPH will perform a detailed field review of the site with the CITY to assess the proposed pedestrian improvements. CPH will prepare preliminary layouts of the improvements, detailing the proposed sidewalk alignment and improvements at the driveways and intersections.

Based on CITY acceptance of the preliminary layout, CPH will prepare and submit the preliminary plans (30% Plans) to the CITY for review, and will make revisions to the plans as requested. The 30% Plans will be prepared on an 11"x17" sheet at a reasonable scale to

clearly detail the proposed construction required to meet current ADA and FDOT criteria. The 30% Plans will consist of the following sheets:

- Key Sheet
- Typical Sections
- Plan Sheets
- Details (as needed)

**3.2 – Final Design Phase:** Based on the CITY review of the Preliminary Plans, CPH will prepare 60% construction plans to clearly detail the proposed construction required to meet current ADA and FDOT criteria. CPH will include signal modification plans, including signal retiming, to provide a new crosswalk on the southern leg of the intersection. CPH assumes the current traffic control box has sufficient capacity to handle the added features. CPH will prepare the project utilizing Civil 3D to prepare the existing and proposed surfaces. The surfaces will be used to prepare the plan/profiles and cross-section files. In the areas previously described that are to be excluded from Topographic Survey, CPH will prepare aerial based plans identifying the alignment. The plan set will consist of the following sheets:

- Key Sheet
- General Notes and Summary of Pay Items
- Typical Sections
- Project Layout
- Plan/Profile Sheets
- Cross-Sections at 50-ft
- Miscellaneous Details (as needed)
- Signal Plans
- Signing and Pavement Marking Plans
- Traffic Control Plans (TCP General Notes and Site Specific MOT Plans)
- SWPPP and Erosion Control Plans

CPH will perform a signal timing analysis which will be prepared to support the retiming of an existing traffic signal to accommodate the new pedestrian crossing/timing. The analysis will be performed using the Synchro 9.0 and the FDOT Design Manual. Updated timing plans will be provided for the AM and PM Peak Periods. A summary table illustrating the calculations will be prepared to be submitted to the City for review. CPH will collect turning movement traffic data collection at up to one (1) study intersection. Traffic data collection includes AM (7-9 am) and PM (4-6 pm) peak turning movement counts at the subject intersection on a typical weekday of a non-holiday week. Additional analysis including capacity determinations of the adjacent roadway, additional timing plans, etc. are not included in this scope of services.

CPH assumes the CITY has Front End Documents for the advertisement and contractual agreement with a prospective contractor. CPH will utilize the FDOT Specifications for the material and construction specs. CPH will utilize FDOT Specs on the Web to incorporate Supplemental Specifications for any revisions needed. CPH will also prepare an Engineer's Estimate of Probable Cost (EEOPC) for the 60% Plans submittal. CPH will submit the 60% Plans, Technical Specs, and EEOPC to the CITY for review, and will make necessary revisions as requested.

Based on the CITY's 60% Submittal review, CPH will coordinate with the CITY to incorporate the necessary revisions. If substantial revisions, as agreed upon by the CITY, are requested resulting in a change of a previously agreed upon item, or a change outside the control of CPH, requested revisions will be addressed as additional services. Based on the CITY's review of

each submittal phase, CPH will address comments, and move forward with preparing the subsequent submittals: 90%, and 100% (Final Submittal). CPH will prepare the construction plan sheets, notes, and details to include plans as necessary to convey the intent and scope of the project for the purposes of construction.

#### **TASK 4 – PERMITTING SERVICES**

Permit Exemption is anticipated with the St Johns River Water Management District (SJRWMD).

It is assumed that the project will exempt from permitting through SJRWMD. CPH will begin the coordination with SJRWMD immediately following the approval for the 30% Plans by attending pre-application meeting. Upon completion and City review of the 60% Plans, CPH will prepare and submit the Permit Determination package to the SJRWMD. If SJRWMD determines a permit is required during the review process, or if any other permit is determined to be required and not outlined above, it will be handled as an additional service. Permitting and/or application fees will be the responsibility of the CITY.

#### **TASK 5 – UTILITY COORDINATION**

CPH understands these projects will require utility coordination for underground and overhead utilities. CPH will coordinate with the CITY and other private utilities and propose a design that minimizes conflict. CPH will perform a Sunshine One Call to identify the utility owners in the corridor. CPH will furnish the 30% Plans to the identified utility owners to markup showing their approximate utility locations. CPH will provide the 60%, and 90% plan stages to the utilities for review and confirmation of utility location. CPH is not responsible for the design or cost of the relocated utilities. If CITY owned utilities (water, sewer, reclaim) are unavoidable, CPH can provide a proposal to design the relocation plans.

#### **TASK 6 – GEOTECHNICAL SERVICES**

CPH will utilize Universal Engineering Sciences (UES) (as a sub-consultant) to perform the geotechnical exploration. Please refer to the proposal as submittal by UES.

#### **RESPONSIBILITIES OF OTHERS**

- The CITY shall guarantee access to and make provisions for CPH to enter public or private lands as required by CPH to perform their work under this Agreement.
- It is understood that CPH, Inc. will perform services under the sole direction of the CITY or his designated representative. In the performance of these services, CPH will coordinate its efforts with those of other project team members and consultants as required. The CITY shall provide CPH with all project related information available including the existing land plan, property legal description, title work, boundary and topographic surveys, geotechnical investigation reports, etc. CPH will rely upon the accuracy and completeness of all Client furnished information in connection with the performance of services under this agreement.
- The Client shall pay all fees associated with processing the SJRWMD and ACOE application. Currently the ACOE does not have a fee associated with processing a Nationwide Permit.

## SERVICES NOT INCLUDED

The following services are not provided as part of this Scope of Services and will require an amendment if requested:

- Environmental Surveys or Permitting Services
- Landscape Architecture Design Services
- Bid Phase Services
- Post Design Services
- Construction Engineering and Inspection Services
- Right-of-Way or Easement acquisition services
- Permits or authorization not specifically mentioned in this Scope of Services
- Any other issues not specifically described in this proposal

## COMPENSATION

### Labor

CONSULTANT will perform the Scope of Services contained in this Agreement as identified on each task on a lump-sum basis, as identified in the corresponding task of the Scope of Services. The following is the breakdown of fees for each task.

### PALM COAST PARKWAY PEDESTRIAN IMPROVEMENTS

<b>Task</b>	<b>Task Description</b>	<b>Billing Method</b>	<b>Fee</b>
<b>BASIC SERVICES</b>			
1.	<b>Project Administration</b>	Lump Sum	\$7,380.00
2.	<b>Surveying Services</b>	Lump Sum	\$11,660.00
3.	<b>Roadway Design Services</b>	Lump Sum	\$39,245.00
4.	<b>Permitting</b>	Lump Sum	\$2,020.00
5.	<b>Utility Coordination</b>	Lump Sum	\$2,485.00
6.	<b>Geotechnical Services</b>	Lump Sum	\$1,800.00
	Estimated Expenses (1%)	At Cost	\$646.00
	<b>BASIC SERVICES TOTAL</b>	<b>Lump Sum</b>	<b>\$65,236.00</b>

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, above ground utility relocation design fees, utility connection fees, review fees, etc., will be paid directly by the CITY.

CONSULTANT will submit invoices on a monthly basis to the CITY for payment. Lump Sum tasks will be billed as percent complete. In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, postage, and phone usage. Reimbursable expenses will be billed at their actual cost, without increase.

**TABLE 1**  
**Scope of Services, Man-Hour Summary, & Labor Budget**  
**Palm Coast Parkway Pedestrian Improvements**

Staff Classification	Sr. Project Manager	Prin Traffic Engineer	Project Engineer (E.I.)	Sr. Design Tech	CADD Tech	Principal Surveyor	Sr. PSM	Survey PW/ CADD		Survey 2-Man Crew		Field Crew Coordinator	Admin	Total Hours	Sub-Task Amount	Task Amount
								Billing Rate	Rate	Billing Rate	Rate					
Basic Scope of Services																
Task 1 - Project Administration																
1.1 - Project Management	12												8		\$2,300.00	
1.2 - Monthly Budget and Schedule Tracking, and Invoicing	12												4		\$2,020.00	
1.3 - Kick-off Mtg, 3 Review Mtgs	12		12												\$3,080.00	
Total Task 1																\$7,380.00
Task 2 - Survey & SUE Services																
Topographic Survey (field and office)						4	12	40	32	12			8	108	\$11,660.00	\$11,660.00
Total Task 2																
Task 3 - Design and Plans Production																
Task 3.1 - Preliminary Design Services																
1. Preliminary Layout			4	16	24										\$3,720.00	
3. 30% Plans	1		8	16	24										\$4,305.00	
Total Task 3.1																
Task 3.2 - Construction Plans																
1. Meter Design File			20	40	24										\$7,680.00	
2. Key Sheet					2										\$140.00	
3. General Notes and Summary of Pay Items			2	8	8								2	12	\$920.00	
4. Typical Sections			2	4	4									6	\$500.00	
5. Project Layout					4									4	\$260.00	
6. Plan/Profile Sheets			4	16	24								2	46	\$3,860.00	
9. Cross-Sections (at 50-ft) Roadway			4	16	24									44	\$3,720.00	
10. Miscellaneous Details					16									36	\$3,880.00	
11. Signal Modifications Plans (including Traffic Analysis)			4	8	8									12	\$1,000.00	
12. Signing and Pavement Marking Plans			6	28	28									36	\$2,840.00	
13. Traffic Control Plan (Notes and Site Specific)			4	8	8									12	\$1,000.00	
14. SWPPP and Erosion Control					8									20	\$2,600.00	
17. Specifications	16												4	20	\$2,600.00	
18. QA/QC	16												4	20	\$2,600.00	
Total Task 3																\$39,245.00
Task 4 - Permitting	4		8	4	4								4	20	\$2,020.00	\$2,020.00
Total Task 4																
Task 5 - Utility Coordination																
5.1 - Utility Coordination			2										4		\$500.00	
5.2 - Provide Utility Owners 60%, 90%, and 100% Plans			2		12								4		\$1,340.00	
5.3 - Utility Coordination Tracking	1		2										4		\$645.00	
Total Task 5																\$2,485.00
Task 6 - Soil Survey & Geotechnical Services																
Services provided by Universal Engineering (Subconsultant)																
Estimated Expenses (1%)																
Basic Scope of Services Staff Hours	74	16	80	104	214	4	12	40	32	12			48	615	\$648.00	
Basic Scope of Services Subtotal Staff Cost			\$10,730.00	\$2,320.00	\$10,480.00	\$560.00	\$1,500.00	\$3,800.00	\$4,160.00	\$1,080.00			\$3,360.00	\$65,236.00		
																Check = \$65,236.00

**UNIVERSAL ENGINEERING SCIENCES, INC.**  
Work Authorization / Proposal Acceptance Form

**PLEASE SIGN AND RETURN ONE COPY**

Universal Engineering Sciences, Inc. (Universal) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

**Project Name:** Palm Coast Parkway Sidewalk **Date:** September 26, 2018  
**Project Location:** Palm Coast, Flagler County, Florida  
**Client Name:** CPH, Inc. **Contact:** Mr. Kurt Luman, Jr., P.E.  
**Contact Business Address:** 500 West Fulton Street, Sanford, Florida 32771  
**Contact Cell Number:** 386-837-7322 **Contact Phone:** 407-322-6841 **Email:** kluman@cphcorp.com

**I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).**

**UES Opportunity No.: 0430.0918.00023**  
**UES Proposal No. 2018D-910**

Universal Engineering Sciences (UES) understands the subsurface conditions for the proposed sidewalk area need to be further evaluated for groundwater, and pavement purposes. We propose thirteen (13) auger borings to approximately 5 feet each below existing grade be performed within the sidewalk limits (approximately 500 foot spacing along project corridor). We will provide a letter summary with general soil suitability with respect to the proposed construction. The auger borings will be performed in accordance with the procedures of ASTM D-1452. We will provide these services for a lump sum fee of \$ 1,800.00.

**Total Lump Sum Fee = \$ 1,800.00**

**II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:**

**A. Universal General Conditions.**

In the event of any inconsistency or conflicting among the Contract Documents, the provision in that Contract Documents first listed above shall govern.

**III. Authority to proceed and for payment. (To be completed by Client)**

**A. For payment of Services, invoice to the account of:**

**Firm:** \_\_\_\_\_ **Social Security Number or Federal Identification No.:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:**

**Firm:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**CLIENT:** \_\_\_\_\_ **UNIVERSAL ENGINEERING SCIENCES, INC.**

**BY (signature):** \_\_\_\_\_ **BY (signature):**   
**NAME:** \_\_\_\_\_ **NAME:** Brian C. Pohl, P.E.  
**TITLE:** \_\_\_\_\_ **TITLE:** Branch Manager

**Return Executed Copies to:**  
**Universal Engineering Sciences, Inc.**  
Attention: Daytona Beach GEO  
911 Beville Road, South Daytona, Florida 32119  
Phone: 386-756-1105 / Fax: 386-760-4067





# LOI-CD-18-56 - Request for Letter of Interest (LOI) for Professional Services for Palm Coast Parkway Pedestrian Improvements Design Services

## Project Overview

Project Details	
Reference ID	LOI-CD-18-56
Project Name	Request for Letter of Interest (LOI) for Professional Services for Palm Coast Parkway Pedestrian Improvements Design Services
Project Owner	Jesse 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-18-56) only from firms selected by the City to provide Engineering Design Services per RFQ-CD-CM-14-08 and RFQ-CD-CM-14-04. Costs for responding to this (LOI) are entirely the obligation of the consultant(s) and shall not be chargeable in any manner to the City of Palm Coast. This project is for professional engineering services for design and construction plans for pedestrian improvements along east bound Palm Coast pkwy. Project area consists of 3 segments between Pine Lakes Pkwy and Belle Terre Pkwy with the combined length of approximately 0.9 miles
Open Date	Jun 27, 2018 8:00 AM EDT
Close Date	Jul 25, 2018 2:00 PM EDT



Awarded Suppliers	Reason	Score
CPH, Inc.		90 pts

### Seal status

Requested Information	Unsealed on	Unsealed by
Letter of Interest	Jul 25, 2018 2:02 PM EDT	Jesse Scott
Addenda (if issued)	Jul 25, 2018 2:02 PM EDT	Jesse Scott

### Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Carl Cote	Aug 08, 2018 9:00 AM EDT	No
Mike Peel	Aug 08, 2018 9:25 AM EDT	No



Jesse Scott	Jul 25, 2018 2:03 PM EDT	No
Alena Dvornikova	Jul 25, 2018 4:34 PM EDT	No



## Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Administrative review for completeness
Addenda	Pass/Fail	Signed and dated if any Addenda is issued.
Project Team	30 pts	<ul style="list-style-type: none"> <li>Submit a staffing plan, which clearly illustrates the key elements of the organizational structure of the entire design team. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management &amp; Key Personnel. This section should include information only on the individuals who will perform work on this project.</li> <li>Credit shall be given for organization of the Proposer's team, including sub-consultants for the staffing of the project, including the key staff's experience (must denote specific roles &amp; responsibilities with past projects) and skills relevant to the proposed assignments and teams that have worked together on previous projects.</li> </ul>
Qualifications and Experience with Similar Projects	30 pts	<ul style="list-style-type: none"> <li>Describe your staff and team's capacity to complete projects in a timely and efficient manner, while providing high quality workmanship and organization.</li> <li>Provide a listing of projects, maximum of five, by a team member who is specifically part of the team proposed in the response. Identify the team</li> </ul>



		member(s) specific role & responsibilities on each project. • Provide client references.
Project Understanding	30 pts	<ul style="list-style-type: none"> <li>• Understanding of the scope of the project up to 10 points.</li> <li>• Identification of unique project issues up to 10 points.</li> <li>• Management and Quality Assurance up to 10 points</li> </ul>
Schedule and Availability	10 pts	<ul style="list-style-type: none"> <li>• Credit shall be given based upon the availability of the proposed staff as well as for a realistic, comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements.</li> <li>• Schedule should take into Consideration City of Palm Coast 14-day design review at 30%, 60%, 90%, and 100% completion.</li> </ul>
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>Required Forms</b>	<b>Addenda</b>	<b>Project Team</b>	<b>Qualifications and Experience with Similar Projects</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>/ 30 pts</b>	<b>/ 30 pts</b>
CPH, Inc.	90 pts	Pass	Pass	27 pts	27.33 pts
England-Thims & Miller, Inc.	89.67 pts	Pass	Pass	26 pts	26.67 pts

	<b>Project Understanding</b>	<b>Schedule and Availability</b>
<b>Supplier</b>	<b>/ 30 pts</b>	<b>/ 10 pts</b>
CPH, Inc.	27 pts	8.667 pts



	<b>Project Understanding</b>	<b>Schedule and Availability</b>
<b>Supplier</b>	<b>/ 30 pts</b>	<b>/ 10 pts</b>
England-Thims & Miller, Inc.	29 pts	8 pts



**FOR ESTIMATE OF PROBABLE CONSTRUCTION COST**

PROJECT:

**PALM COAST PARKWAY PED. IMPROVEMENTS  
CITY OF PALM COAST**

ESTIMATED BY: JML  
DATE: 11/28/2018  
CHECKED BY:

ITEM NUMBER	PAY ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
<b>GENERAL COSTS</b>						
1	101	1				
		MOBILIZATION	LS	1	\$34,504.34	\$34,504.34
2	102	1				
		MAINTENANCE OF TRAFFIC	LS	1	\$31,367.58	\$31,367.58
3	104	1	3			
		STORMWATER POLLUTION PREVENTION PLAN	LS	1	\$14,936.94	\$14,936.94
4	110	1	1			
		CLEARING & GRUBBING	AC	0.95	\$11,618.93	\$11,037.98
5	110	4				
		REMOVAL OF EXISTING CONCRETE	SY	1004	\$15.06	\$15,120.24
6	120	1				
		REGULAR EXCAVATION	CY	1500	\$4.59	\$6,885.00
7	120	6				
		EMBANKMENT	CY	350	\$8.04	\$2,814.00
8	425	15	21			
		INLETS, DT BOTTOM, TYPE C	EA	3	\$3,292.11	\$9,876.33
9	425	19	10			
		INLETS, CLOSED FLUME	EA	2	\$3,767.46	\$7,534.92
10	430	174	124			
		PIPE CULVERT, OPT MATL, ROUND, 24" SD	LF	90	\$64.01	\$5,760.90
11	430	984	129			
		MITERED END SECT., OPTIONAL, ROUND, 24" SD	EA	2	\$1,486.91	\$2,973.82
12	527	2				
		DETECTABLE WARNINGS	SF	60	\$28.17	\$1,690.20
13	700	1	50			
		SINGLE POST SIGN, RELOCATE	AS	5	\$247.70	\$1,238.50
<b>SUBTOTAL - GENERAL COSTS</b>						<b>\$145,740.76</b>
<b>OPTION 1 - 8' CONCRETE TRAIL</b>						
14	522	2				
		CONCRETE FOR SIDEWALK & DRIVEWAY, 4"	SY	5583	\$37.20	\$207,687.60
<b>SUBTOTAL - CONCRETE TRAIL</b>						<b>\$207,687.60</b>
<b>CONTINGENCY (25%)</b>						<b>\$88,357.09</b>
<b>TOTAL</b>						<b>\$441,785.45</b>
<b>OPTION 2 - 8' ASPHALT TRAIL</b>						
15	102	1				
		REGULAR EXCAVATION FOR TRAIL BASE	CY	1240	\$15.06	\$18,674.40
16	160	4				
		TYPE B STABILIZATION	SY	8374	\$4.27	\$35,756.98
17	285	704				
		OPTIONAL BASE GROUP 4 (6")	SY	6050	\$21.60	\$130,680.00
18	334	1	12			
		SUPERPAVE ASPH CONC., TRAFFIC B (SP 9.5)	TN	460	\$105.86	\$48,695.60
<b>SUBTOTAL - ASPHALT TRAIL</b>						<b>\$233,806.98</b>
<b>CONTINGENCY (25%)</b>						<b>\$94,886.93</b>
<b>TOTAL</b>						<b>\$474,434.67</b>

# City of Palm Coast, Florida Agenda Item

Agenda Date: 11/27/2018

<b>Department</b> UTILITY <b>Item Key</b>	<b>Amount</b> \$130,000.00 <b>Account#</b> 54019087 052030
<b>Subject</b> RESOLUTION 2018-XX APPROVING A SOLE SOURCE AGREEMENT WITH HARCROS CHEMICALS INC. FOR COAGULANT HPAC 8323 S	
<b>Background :</b> <b><u>UPDATE FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b> This item was heard by City Council at their November 27, 2018 Workshop. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b> The City's Utility Department / Water Operations Division utilizes the Harcros coagulant HPAC 8323 S to aid in the removal of total organic carbon and sludge conditioner in the Zero Liquid Discharge treatment process. HPAC 8323 S is a proprietary coagulant selected by the ZLD design engineer and approved by the Florida Department of Environmental Protection. The Utility Department is requesting a sole source designation on this product.  Since this is a sole source agreement, City staff recommends that the City Council approve the sole source agreement with Harcros Chemicals Inc. for the purchase of HPAC 8323 S. The notice of intent to sole source is attached to this agenda item.  City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2019 Budget includes \$130,000.00 within Utilities Water Treatment Plant #2 to purchase this product.	
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving a sole source agreement with Harcros Chemicals Inc. for the coagulant HPAC 8323 S.	

**RESOLUTION 2018-\_\_\_\_**  
**HPAC 8323 S COAGULANT**  
**HARCROS CHEMICALS INC.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A SOLE SOURCE AGREEMENT TO PURCHASE THE COAGULANT HPAC 8323 S, FOR THE UTILITY DEPARTMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Harcros Chemicals Inc. has expressed a desire to provide the above referenced chemical, to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced chemical from Harcros Chemicals Inc.

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

**SECTION 1. APPROVAL OF PRICE AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Sole Source Agreement relating to the purchase of the annual supply of the coagulant HPAC 8323 S for the Utility Department, attached hereto and incorporated herein by reference as Exhibit “A.”

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

**SECTION 3. SEVERABILITY.** 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 4<sup>th</sup> day of December 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

\_\_\_\_\_  
Virginia A. Smith, City Clerk

Attachment:

Exhibit "A" – Notice of Intent to Sole Source-Harcros Chemicals

Approved as to form and legality

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



# city of PALM COAST

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

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

## **NOTICE OF INTENT TO SOLE SOURCE**

**Project Number: SS-UT-18-52**

**Project Name: Harcros H-Pac 8323-S Aluminum Chloride Hydroxide Sulfate - Specialty Coagulant**

**Date:** October 23, 2018

**The City of Palm Coast intends to waive the solicitation process and approve a sole/single to Harcros Chemicals Inc. for the purchase of Harcros H-Pac 8323-S Aluminum Chloride Hydroxide Sulfate - Specialty Coagulant.**

Interested vendors (firms or individuals) that can provide the goods/services can respond with an alternate solution that overcomes the sole/single source reasons stated on the sole/single source documentation, along with sufficient detailed convincing documentation, regarding their ability to supply equivalent commodities or services. Responses or questions seeking additional detail regarding the procurement, specifications, terms, conditions, requirements, etc are directed to contact: Jesse Scott at [JKScott@palmcoastgov.com](mailto:JKScott@palmcoastgov.com) prior to 2:00 PM on Wednesday, October 31, 2018. The City reserves the right to require the responding Vendor to submit additional information as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of the responding vendor.

This is **not** a request for bids or proposal and there is no solicitation available. The City will not consider any responses as a proposal, bid or quote. Any responses received as a result of this Notice of Intent shall be considered solely for determining whether bona fide competition exists.

If it is determined by City staff, after reviewing any information received from responding vendors, that sole/single source justification stands and that the commodities or contractual services are available only from a sole/single source, the City shall prepare a recommendation to the City Commission requesting approval to waive the solicitation process and proceed with the sole/single-source purchase.





# City of PALM COAST

Administrative Services & Economic Development  
Central Services Division

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

## Scope of Services

### **H-PAC 8323S Cationic Coagulant**

The City of Palm Coast uses roughly 340,000 pounds per year of H-PAC 8323 S at Water Treatment Plant #2. The product performs well and provides the desired results. This product provides a solution for solving a major part of the Zero Liquid Discharge Water Quality concerns involving Total Organic Carbon (TOC). The City of Palm Coast has performed tests on several different coagulants and none except H-PAC 8323-S have meet the water quality goal for TOC removal.

#### **H-PAC 8323S**

H-PAC 8323S is a highly effective cationic coagulant for use in industrial and municipal water and wastewater applications for the removal of turbidity, color, suspended solids and phosphorus.

This product is a proprietary formulation of a sulfated poly aluminum chlorohydrate blended in a unique formula ratio to provide outstanding performance in the treatment of surface water and well water. It has been proven to be particularly effective in TOC and color reduction, thus enabling our customers to meet stringent THM and HAA permit limits.

**H-PAC 8323S is NSF/ANSI Standard 60 certified for use in potable water treatment up to 250 mg/L.**

#### **Chemical and Physical Properties**

C.A.S. 39290-78-3

Chemical Name aluminum chloride hydroxide sulfate

Appearance Clear to hazy, amber to yellow liquid

Aluminum, wt % 10.5 % +/- 0.5 %

Al<sub>2</sub>O<sub>3</sub>, wt % 20.0 % +/- 1.0 %

Basicity 80-84%

Specific Gravity, 25 o C 1.33 typical

PH, neat 3.5 typical

Freezing Point, approx. 0 o F / - 18 o C

#### **Handling and Safety**

H-PAC 8323S can cause irritation and potentially burn the skin and eyes. The product MSDS contains safety and handling precautions; persons using or handling H-PAC 8323S shall be familiar with and follow these guidelines.



### **Storage and Use**

H-PAC 8323S should be stored and handled in suitable non-corrosive materials such as fiberglass reinforced plastic, PTFE, PVC / CPVC, rubber lined steel or polyethylene. Store H-PAC 8323S at ambient temperature and protect from freezing. Heating to temperatures above 100 o F may destabilize H-PAC 8323S causing precipitation. Storage tanks should be inspected annually and cleaned as needed.

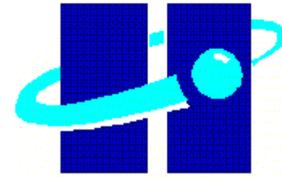
### **Shipping**

H-PAC 8323S is available in tank truck, rail car, 275 gal. One way container, and 55 gallon plastic drums.

Harcros Chemicals Inc.

104 Canary Isle Court  
Ponte Vedra Beach FL 32082

Telephone : 904 285 9415  
Fax : 904 285 9415  
E-mail: jpena@harcros.com



City of Palm Coast  
2 Utility Dr.  
Palm Coast, FL  
ATTN:  
Mr. Jim Hogan  
Utility Systems Manager of Water Operations

11 23 2016

Dear Jim

Please accept the following information regarding our **Harcros H-PAC 8323 S** coagulant. This product is a proprietary formulation of a sulfated poly aluminum chlorohydrate blended in a unique formula ratio to provide outstanding performance in the treatment of surface water and well water. It has been proven to be particularly effective in TOC and color reduction, thus enabling our customers to meet stringent THM and HAA permit limits. We have been supplying this product since 2011 to the City of Palm Bay for their lime softening process as a sole source provider based on extensive performance criteria demonstrated during pilot study and testing and ongoing technical support at their two facilities. As you are aware, we have also demonstrated its effectiveness for your ZLD lime process for TOC reduction and THM/HAA compliance using the same process of lab testing and full scale pilot testing and ongoing, on site technical support.

Harcros Chemicals holds an international unique patented process in the production of PACL AND ACH compounds.

We produce our product line at our manufacturing facility in Dalton GA and we have the capacity to produce and supply the city's current and future needs. We are the sole manufacture of this product and do not have any distributors. We have the ability moving forwards to adjust the formulation as needed if water quality requirements change. We provide at no charge, technical support on site as needed. A minimum of 1 monthly on site tech service call by an experienced professional water treatment specialist with broad knowledge of all the operations in your facility is included. In addition, 24 hr emergency response by phone and 48 hr response on site is available to help in trouble shooting the application of our product. We offer free safety training on chemical handling and also operator jar testing and chemical dosing training.

We have our customer service and local ware housing and truck delivery services located in Tampa Fl. If the need arises for less than bulk quantities we can stage totes in inventory for you there

Please feel free to contact me with any questions or concerns regarding this letter. We will provide you a separate quotation for the product with pricing and terms.

Sincerely

Jon Pena  
Market Manager Water Treatment Harcros Chemicals

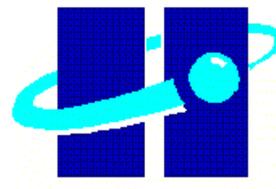
## Harcros Chemicals Inc.

104 Canary Isle Court  
Ponte Vedra Beach FL 32082

Telephone : 904 285 9415

Fax : 904 285 9415

E-mail: [jpena@harcros.com](mailto:jpena@harcros.com)



Harcros Chemicals

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 12/4/2018

<b>Department</b>	Community Development	<b>Amount</b>	\$230,306.00
<b>Item Key</b>		<b>Account</b>	# 43000099-063000-61534
<b>Subject</b>	RESOLUTION 2018-XX APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT WITH CATERPILLAR FOR THE PURCHASE OF THE COMMUNITY CENTER GENERATOR		
<b>Background :</b> <b><u>UPDATE FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b> This item was heard by City Council at their November 27, 2018 Workshop. At the request of the City Council, attached is the pricing breakdown for the generator for the Community Center.  <b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b> This piggyback contract is for the purchase and installation of a new 500KW diesel generator with 2250 gallon subbase fuel tank, an 800 Amp Automatic Transfer switch, and miscellaneous generator accessories. The generator will furnish power to the Community Center automatically when there is a power loss from FPL. The generator will be located on an existing concrete pad at the west end of the site near the basketball courts. This Caterpillar contract is through a piggyback contract with Sourcewell. This project was included within the CIP budget for construction for this fiscal year. The total contract proposal is \$230,306.00 and the approved budget for this work is \$275,000.00.  City staff is recommending piggybacking the Sourcewell (# 120617-CAT) with Caterpillar through 1/29/2022, for the purchase of the Community Center generator. 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 Fiscal Year 2019 budget includes \$275,000 in the CIP budget to purchase the Community Center generator. City staff estimates that the City will expend approximately \$230,306.00 under this piggyback contract.			
<b>Recommended Action :</b> Adopt Resolution 2018-XX approving piggybacking the Sourcewell contract with Caterpillar for the purchase of the Community Center generator.			

**RESOLUTION 2018 \_\_\_\_\_**  
**COMMUNITY CENTER GENERATOR**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT(#120617-CAT) WITH CATERPILLAR, TO PURCHASE THE COMMUNITY CENTER GENERATOR; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast desires to purchase a commercial generator for the Community Center; and

**WHEREAS**, Caterpillar desires to provide the above mentioned product and service to the City of Palm Coast.

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

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract with SourceWell and Caterpillar for the purchase of the Community Center generator, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with 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 4th day of December 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit A-Piggyback Contract with Sourcewell and Caterpillar

Approved as to form and legality

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



# City of PALM COAST

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

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

November 7, 2018

David Stutzman  
Contract Administrator  
Caterpillar Inc.  
501 SW Jefferson Street  
Peoria, IL 61614

**RE: Engagement Letter Authorizing Piggyback  
Electrical Energy Power Generatoion with Related Parts, Supplies, and Services**

Contract Name

**120617-CAT**

Contract Reference

Dear David Stutzman,

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

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

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

Sincerely,

DocuSigned by:

*Rose Conceicao*

9C4ED497E51242A...

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

**Engagement Letter Authorizing Piggyback  
Electrical Energy Power Generatoion with Related Parts, Supplies, and Services**

\_\_\_\_\_  
Contract Name  
**120617-CAT**  
\_\_\_\_\_  
Contract Reference

**CITY OF PALM COAST**

Caterpillar Inc.  
\_\_\_\_\_  
(Company)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In Process



OLYMPIAN™ GENERATORS



Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
4752 Capital Circle NW
Tallahassee, FL 32303
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES

SERVICE

PARTS

LEASING

RENTALS

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 11/5/18 (Revised)

QUOTATION NO: JB18009-F

CUSTOMER NAME: City of Palm Coast
ADDRESS: 160 Lake Av.
CITY/STATE/ZIP: Palm Coast, FL 32164
CONTACT: Susan Knopf
PHONE: 386-986-2463

ESTIMATED SHIPPING LEAD TIME: 16 weeks after approved submittal

SHIPPING VIA/FOB: Jobsite

ESTIMATED SUBMITTAL LEAD TIME: 3-4 weeks

JOBSITE ADDRESS:

CITY/STATE/ZIP: Palm Coast FL

PROJECT NAME: Palm Coast Community Center 500 kW Generator

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

Table with 3 columns: DESCRIPTION OF MATERIAL, UNIT PRICE, EXTENSION

Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the Sourcewell Contract, formerly known as the National Joint Powers Alliance (NJPA) consortium. CAT Contract # 120617-CAT. Ring Power is authorized to use Sourcewell for Federal, State & Local Government projects.

For your reference, your Sourcewell Member ID is 32786

One (1) New Caterpillar Diesel Generator - Model C15, Rated 500 KW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

STANDARD GENERATOR PACKAGE CONSIST:

UL Listed 2200 Packaged Genset, NFPA 110 upgrade

Quotation Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ Tax No.: \_\_\_\_\_

Customer: \_\_\_\_\_ Salesman's Signature: Jake Bechtol

Jake Bechtol, EPG & Industrial Engine Sales.

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
Subject to credit approval.
Used equipment is subject to prior sale.
A 25% restocking fee will be assessed for all canceled orders or returned materials.
No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
No sales tax is included.
Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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Main UL circuit breaker, 800 Amp, LSI, shunt trip generator mounted, with Ground Fault Indication  
 CAT EMCP 4.2 Control panel with safety shutdowns, Engine controls and gauges  
 Caterpillar Integrated Voltage regulator  
 ADEM Governor  
 AREP excitation  
 Jacket water heater  
 Battery charger UL 10 amp  
 2 O & M Manuals

**No Charge - 4 Year / 2000 hour / \$0 deductible Caterpillar Platinum level Extended Service Coverage**

**Upgrade to additional coverage – INCLUDED BELOW**

**5 Years / 2500 hour / \$0 deductible Caterpillar Platinum level Extended Service Coverage**

**- Includes All as shipped consist from the factory with Caterpillar part numbers excluding:**

*Filters, fluids, vee belts, hoses, power take-offs, paint, batteries and clutches.*

**- Includes Generator Rental for repairs in excess of:**

– Includes Generator Rental Allowance for repairs in excess of:

96 Hours with Platinum Level Coverage

***Please refer to the Cat Extended Service Coverage Brochure for complete details:***

<b>Total LIST Price for Above for CAT Items</b>	<b>\$ 103,329.00</b>	
SOURCEWELL DISCOUNT – 37% off of List Price	(\$38,232.00)	
<b>CAT Genset Price with Sourcewell Discount</b>	<b>\$65,097.00</b>	<b>\$65,097.00</b>

**CAT DEALER ADDITIONS:**

**All receive 5% off List Price per Sourcewell or the typical sale price if no list price is available per the Sourcewell Contract**

• 1 Year Additional Caterpillar Platinum Extended Service Coverage		\$855.00
• Freight to site – Factory to Ring Power, Ring Power to site		\$4,025.00
• Installation – Ring Power to: Install new 500kW diesel generator and new 800A SE rated 277/480V 3PH ATS N1 (floor mounted). Includes all control wiring to generator, install circuits for battery charger and heater, crane and rigging to set new generator and ATS. Coordinate shutdowns with the power company and owner. Secure permits and inspections. Power company fees not included (if needed). Pricing assumes generator fits on existing pad and ATS fits in place of existing junction box.		\$77,950.00
• Startup – Testing, Load Bank and One Day Training to Personnel		\$5,185.00
• Fidelity Weatherproof Aluminum enclosure & Fuel Tank Skin Tight Design Level 1 Sound attenuated (15dB Reduction in Free Filed Environment) HVHZ Impact Rated (PE Stamped Included) Sub-Base Fuel tank 72 Hours (2250 Gallons) Freestanding Stairs/Platform Package		\$66,463.00

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<ul style="list-style-type: none"> <li>• One (1) New ASCO Series 3ATS Automatic Transfer Switch <ul style="list-style-type: none"> <li>• Service Entrance Rated</li> <li>• NJPA Discount, plus Additional ASCO Discount</li> <li>• 800 amp, 480 volts, 3 pole</li> <li>• UL 1008 Certified</li> <li>• NEMA 1 Steel Enclosure</li> <li>• Provided with 11BE</li> </ul> </li> </ul>		\$8,225.00
<b>TOTAL NET PRICE PER SOURCEWELL CONTRACT# 120617-CAT</b>		<b>\$227,800.00</b>
<b>OPTIONAL ADDER</b>		
Upgrade Enclosure to 25 db Reduction (Fidelity's Level 2)		+ \$2,506.00
<b>TOTAL NET PRICE PER SOURCEWELL CONTRACT# 120617-CAT</b>		<b>+ \$TBD.00</b>

Purchase orders must include the current Sourcewell Contract Number 120617-CAT

**Ring Power invoices in full for Equipment & Services at the time of delivery. If Installation and/or Start-up Services need to be invoiced for separately please advise. A schedule of values will be provided prior to the Purchase Order process to avoid payment delays on equipment delivered.**

**Exceptions & Clarifications:**

**NOTE:**

1. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM).
2. Installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, is included
3. No Fuel in included.
4. Third Party Testing provided by others (i.e. NETA, Infrared Scanning, etc...)
5. In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, stairs, platforms, etc...
6. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form can be found in the Ring Power Submittal or on-line in the link below. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
  - Storage tank registration is available online through the DEP Business Portal in lieu of the paper form:
    - DEP Business Portal can be found: <http://www.fldepportal.com/go/submit-registration>
    - Instructions on how to navigate the DEP Business Portal can be found on the DEP Registration web page: <http://www.dep.state.fl.us/waste/categories/tanks/pages/registration.htm>
7. No sales tax included
8. Proposal is based on information supplied by the Customer.
9. Specifications and drawings (Dated 1/4/17) were received & reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
10. Ring Power will be supplying equipment as described in the attached documentation.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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11. No equipment will be ordered without an approved Purchase Order.
12. Equipment ordered to meet a specific delivery date, that is then delayed once equipment is received by Ring Power may be billed as Stored Material. This applies when the project is delayed outside of Ring Power's control.
13. Equipment shipped will be invoiced for at the time of delivery.
14. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs

Jake Bechtol

*Jake Bechtol*

Ring Power Corporation

Electric Power Generation & Industrial Engine Sales

(407) 472-6242 Office – (407) 438-0922 Fax – (321) 288-1242 Cell

[jake.bechtolt@ringpower.com](mailto:jake.bechtolt@ringpower.com)

## ENCLOSURE & FUEL TANK BILL OF MATERIAL

### LEVEL 1 SOUND ATTENUATED ENCLOSURE:

- ALUMINUM WEATHER PROOF REACH IN ENCLOSURE, SOUND ATTENUATED TO A **15 DBA REDUCTION @ 7 METERS IN A FREE FIELD ENVIRONMENT**. FIDELITY MANUFACTURING IS NOT RESPONSIBLE FOR SITE CONDITIONS THAT INTERFERE WITH FREE FIELD ENVIRONMENT TESTING.
- 6061 ALUMINUM TUBING WITH STANDARD WHITE PRE-PAINTED .080" ALUMINUM SKIN ADHERED WITH 3M VHB VEHICLE TAPE.
  - .090" ALUMINUM SHEET ROOF PEAKED FOR DRAINAGE.
  - SHALL MEET 4" PER HOUR RAIN TESTS.
  - ENCLOSURE TRIMMED WITH MILL FINISH EXTRUDED ALUMINUM TRIM DESIGNED FOR WATERTIGHT AND AESTHETIC SEAL. TRIM ENHANCED WITH WEATHERPROOF COLOR MATCH CAULK.
  - (4) SINGLE PAD LOCKABLE DOORS STANDARD WITH STAINLESS STEEL HINGES, HARDWARE, AND INCLUDES GAS SHOCK ON EACH DOOR. ALL DOORS PROVIDED WITH DRIP RAIL AT EACH DOOR ENTRY.
  - 2" MATTED FIBERGLASS THERMAL INSULATING SOUND ABSORPTION MATERIAL IN WALLS AND INTAKE PLENUM ALL COVERED WITH .032" PERFORATED ALUMINUM. INTERIOR OF DISCHARGE PLENUM COVERED WITH .040" SKIN.
  - INTAKE AND DISCHARGE PLENUM OPENINGS COVERED WITH BIRD SCREEN PROTECTION.
  - BLOW OPEN GRAVITY DISCHARGE DAMPER.
  - INTERNALLY MOUNTED HOSPITAL GRADE SILENCER RATED WITH A 35 TO 40 DBA REDUCTION, 8" INLET AND OUTLET DESIGNED WITH A RECTANGULAR SHAPE.
  - EXTERIOR DRAINS FOR RADIATOR COOLANT AND ENGINE OIL.
  - FRAMING DESIGN FOR ENCLOSURES PER ASCE7 AS REFERENCED BY IBC AND STATE/LOCAL CODE REQUIREMENTS.
  - WIND LOAD RATED AT 186 MPH.
  - ENCLOSURE/TANK ANCHORING PROVIDED WITH SUBMITTAL PACKAGE.
  - ROOF LOAD - RATED AT 53 PSF.
  - PE STAMPS
    - STAMPED PE CALCULATIONS WITH DBPR LABEL TO BE SUPPLIED BY FIDELITY MANUFACTURING'S STATE OF FLORIDA PROFESSIONAL ENGINEER.
    - UNDER THE FLORIDA DBPR (FORMERLY DCA) MANUFACTURED BUILDING PROGRAM.
    - OUR FBC ORGANIZATION NUMBER IS MFT10495.
    - APPROVAL PROCESS REQUIRES A THIRD PARTY AGENCY APPROVAL OF OUR PE SIGNED AND SEALED STRUCTURAL LOAD CALCULATIONS BASED ON CRITICAL LOAD COMBINATIONS THAT INCLUDE WIND PRESSURE FORCES AS WELL AS DEAD AND LIVE LOADS. (BUOYANCY WHERE APPLICABLE)
    - THIS ENCLOSURE IS BUILT TO MEET LARGE IMPACT RATING AND WIND LOAD PER APPLICABLE WIND VELOCITY MAPS IN ACCORDANCE WITH THE 2017 FLORIDA BUILDING CODE.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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DBPR WEBSITE: [HTTP://WWW.FLORIDABUILDING.ORG/MB/MB\\_ORG\\_LAST.ASPX](http://www.floridabuilding.org/mb/mb_org_last.aspx)  
 DBPR MFG APPROVAL LETTER:  
[HTTP://WWW.FLORIDABUILDING.ORG/UPLOAD/ORGFILES/ORG\\_ID\\_10495\\_MFGAPPROVAL TR41872.6753809606.PDF](http://www.floridabuilding.org/upload/orgfiles/org_id_10495_mfgapprovaltr41872.6753809606.pdf)

- LARGE MISSILE IMPACT RATED.
- FLORIDA PRODUCT APPROVAL NUMBERS (20667.1, 21050)
- ENCLOSURE ELECTRICAL PACKAGE OPTION THAT INCLUDES UP TO (3) LED LIGHTS, (2) 20A GFCI OUTLETS, AND (2) SWITCHES TERMINATED AT A JUNCTION BOX.
- THREE DC LED LIGHTS WITH SINGLE TIMER SWITCH.

2" X 4" FRAMING.

**ENCLOSURE DIMS: 276"L X 84"W X 110"H.**

ESTIMATED WEIGHT TO BE 4,290 LBS.

**72 Hour Double Wall Fuel Tank**

WE WILL PROVIDE A DOUBLE WALL UL142 SEALED SECONDARY SUB-BASE FUEL TANK CONSTRUCTED OF 7 AND 10 GAUGE CARBON STEEL EXTERIOR, 10 GAUGE CARBON STEEL INTERIOR, CROSS BAFFLED, WITH REINFORCED SIDEWALLS THAT INCORPORATE EXTERNALLY MOUNTED LIFTING EYES. TANK SUB-SURFACE AND SURFACE PROTECTED BY PPG FLEXIBLE INDUSTRIAL POLYURETHANE PRIMER AND TOP COAT FINISHED WITH A SEMI-GLOSS BLACK SEMI-ROUGH SURFACE. TANKS ARE EQUIPPED WITH THE FOLLOWING STANDARD FEATURES:

SEALED SECONDARY DIRECT READ FUEL LEVEL GAUGE, MANUAL FILL CAP PAD LOCKABLE, LOW LEVEL ALARM SWITCH, LEAK/RUPTURE BASIN ALARM SWITCH, SUPPLY AND RETURN DROP TUBES, NORMAL VENT, AND APPROPRIATELY SUPPLIED EMERGENCY VENT FOR TANK AND BASIN..

UL142 SEALED SECONDARY DOUBLE WALL SUB-BASE FUEL TANK WITH 2250 GALLON CAPACITY. TO PROVIDE 72 HRS RUNTIME BASED ON A GENERAC SD500 WITH CONSUMPTION OF 31.2 GPH BASED ON GENSET OPERATING AT 100% LOAD.

**TANK DIMENSIONS 214"L X 84"W X 46"H** EQUIPPED WITH A 30"X 20" THROUGH HOLE STUB UP AREA. WEIGHT IS ESTIMATED TO BE 7,375 LBS.

- STRUCTURAL TANK WITH TANK TOP MOUNTING PROVISIONS.
- STANDARD LOW FUEL LEVEL SWITCH SET TO ALARM AT 25% FUEL CAPACITY.
- STANDARD LEAK DETECTION/RUPTURE BASIN SWITCH.
- VENTS AND SPILL/FILL BUCKET TO BE LOCATED AT GENERATOR END EXTERIOR OF THE ENCLOSURE

UL142 OVERFILL PROTECTION VALVE SET @ 95% W/ 2" CAMLOK CONNECTOR & 4" TANK FITTING, 7.5 GALLON ALUMINUM FILL/SPILL BUCKET

HIGH FUEL SWITCH SET @ 90%

FDEP APPROVAL NUMBERS

FIDELITY AST TANK - EQ-497

FIDELITY 7.5 GALLON FILL SPILL BUCKET - EQ-778

FPI HIGH FUEL, LOW FUEL & LEAK DETECTION SWITCHES - EQ-817

MORRISON BROS OPV - EQ-851

ELECTRICALLY OPERATED SOLENOID VALVE INSTALLED ON THE FUEL TANK'S ENGINE FUEL SUPPLY PORT. THE VALVE WILL BE WIRED TO THE GENERATOR RUN RELAY

**TWO (2) ACCESS STAIRS & PLATFORM WITH HANDRAIL.**

ALL ALUMINUM WELDED CONSTRUCTION WITH MOLDED FIBERGLASS GRATING STEPS AND DECK AREAS.

DECK SIZE: 150"L X 42"W X 46"H.

**OVERALL STAIRS DIMENSIONS: 202.5"L X 42"W X 88"H.**

APPROXIMATE WEIGHT: 385 LBS EACH.

FIDELITY ENCLOSURE & TANK LIMITED WARRANTY INCLUDED - STANDARD 3 YEAR

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 12/04/2018

Department	Community Development	Amount	\$171,258.00
Item Key		Account	#54029086-063000-84002
Subject	RESOLUTION 2018-XX APPROVING PIGGYBACKING THE COBB COUNTY BOARD OF COMMISSIONERS CONTRACT WITH GARLAND FOR THE PURCHASE OF ROOFING SUPPLIES AND SERVICES.		
<b><u>UPDATE FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b> This item was heard by City Council at their November 27, 2018 Workshop. There were no changes suggested to this item.			
<b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b> This piggyback contract is for the replacement of the roofs at the Main Filter/Office building and Silo #2 at Water Treatment Plant #1 located at 4 Corporate Drive. The Main Filter/Office Building had a portion of its roof replaced last year. This contract covers the replacement of all remaining roof areas of that building and Silo #2. This project was included within the CIP budget for construction for this fiscal year. The Garland Company is a US Communities contractor and was also the contractor that completed the first portion of the Main Filter/Office Building last year. The total contract proposal is \$171,258.00, and the approved budget for this work is \$175,000.00.  City staff is recommending piggybacking the Cobb County Board of Commissioners Contract (#14-5903) with Garland through 12/31/2019 for the purchase of roofing services and supplies. 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 Fiscal Year 2019 Budget includes \$175,000 to purchase roofing services and supplies. Staff estimates that the City will expend approximately \$171,258.00 under this piggyback contract.			
Recommended Action : Adopt Resolution 2018-XX approving piggybacking the Cobb County Board of Commissioners contract with Garland for the purchase of roofing supplies and services.			

**RESOLUTION 2018-\_\_\_\_**  
**PIGGYBACK CONTRACT BETWEEN**  
**COBB COUNTY BOARD OF COMMISSIONERS**  
**AND GARLAND**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE COBB COUNTY BOARD OF COMMISSIONERS CONTRACT(#14-5903) WITH GARLAND, FOR THE PURCHASE OF ROOFING SUPPLIES AND SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast desires to purchase roofing supplies and services; and

**WHEREAS**, Garland, desires to provide the above mentioned products and service to the City of Palm Coast.

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

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract with Garland, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with 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 4th day of December 2018.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit A-Piggyback Contract with Garland

Approved as to form and legality

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



# City of PALM COAST

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

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

October 29, 2018

Frank Percaciante  
Lead Referral Manager  
Garland/DBS, Inc  
3800 East 91st Street  
Cleveland, OH 44105

**RE: Engagement Letter Authorizing Piggyback  
Roofing Supplies and Services, Waterproofing and Related Products and Services**

\_\_\_\_\_  
Contract Name  
**14-5903**  
\_\_\_\_\_  
Contract Reference

Dear Frank Percaciante,

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

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

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

Sincerely,

DocuSigned by:  
*Rose Conceicao*  
9C4ED497E51242A...

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

## Engagement Letter Authorizing Piggyback Roofing Supplies and Services, Waterproofing and Related Products and Services

Contract Name  
**14-5903**  
Contract Reference

**CITY OF PALM COAST**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

Garland/DBS, Inc

DocuSigned by  
*Frank Percaciante*  
2949099EF5C44C5...

\_\_\_\_\_  
Signature

Frank Percaciante

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

Oct 31, 2018 | 3:48 AM PDT

\_\_\_\_\_  
Date

In Progress



### CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Garland/DBS, Inc

Project Name: Roofing Supplies and Services, Waterproofing and Related Products and Services

Bid/Reference # 14-5903

Contract Type: Piggyback

Contract Value \$ 171258.00

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

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

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

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

Length of Contract: \_\_\_\_\_

Renewable (Y/N): Y

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

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

**Brief Description/Purpose:**

To utilize the pricing on the U S Communities contract for Roofing services and supplies purchased from Garland for work to be done a the Water Treatment Plant.

**Approvals:**

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

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

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

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

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

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

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

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

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

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

MASTER AGREEMENT

**OWNER:** COBB COUNTY BOARD OF COMMISSIONERS  
100 CHEROKEE STREET  
MARIETTA, GA 30060

**CONTRACTOR:** GARLAND/DBS, INC.  
3800 EAST 91<sup>ST</sup> STREET, CLEVELAND  
OHIO 44105

**WORK:** **ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES:**  
The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # 14-5903  
: **ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES**  
**PROJECT MANUAL** (aka, the Contractor's Bid Proposal submitted March 27,2014) which is incorporated here in by  
reference. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept  
current at all times through the length of each term and for 90 Days following completion of each term. Bonds and  
insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds  
and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

**TERM:** January 1, 2015 to December 31, 2017, with full renewal options per the Project Manual. Owner shall exercise renewal  
options by issuance and delivery to Contractor of a written notice to renew this Agreement.

**PROJECT:** **ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES** in  
accordance with the Project Manual.

**PRICE:** Price as stated for all schedules included in the Project Manual.

**BILLING:** All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work  
completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing  
guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above  
written.



Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, GA 30060

*Cobb County... Expect the Best!*

Garland /DBS, Inc.  
East 91<sup>st</sup> Street



DAVID SOKOL, PRESIDENT  
Date: 08/28/2014

Tim Lee, Chairman

Date: 9/22/2014

FEDERAL TAX ID NUMBER: 27-0288466

APPROVED AS TO FORM

COUNTY ATTORNEY'S OFFICE

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS  
7/22/2014

**CONTRACT AMENDMENT**  
**Sealed Bid # 14-5903**

**Date of Amendment: April 24, 2018**

**Owner:** Cobb County Board of Commissioners, Cobb County, Georgia  
**Contractor:** Garland/DBS, Inc.  
**Project:** Roofing Supplies and Services, Waterproofing and Related Products and Services

**Current Contract Term:** January 1, 2018 to December 31, 2018

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

**Item # 1: Approval of Price Increase**

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 3.10% on the total product line for materials listed under Garland/DBS, Inc.'s current Manufacturer's Price Lists. This increase will be retroactive to March 15, 2018. Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the US Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2018.

**Item # 2 - Contract Extension**

The County will exercise its option to extend the current contract for an additional one year period. The effective date of the contract extension will commence on January 1, 2019 and end on December 31, 2019.

**ACCEPTED** - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

**OWNER**

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Georgia 30090

Signed: Joe Tommie  
Title: Purchasing Director  
Date: 4/30/2018

**CONTRACTOR**

Garland/DBS, Inc.  
3800 East 91th Street  
Cleveland, Ohio 44105

Signed: Frank A. Percacianze  
Title: CONTROLLER & AUTHORIZED CONTRACTORS  
Date: 04/27/2018

**CONTRACT AMENDMENT**  
**Sealed Bid # 14-5903**

**Date of Amendment: May 18, 2017**

**Owner:** Cobb County Board of Commissioners. Cobb County, Georgia  
**Contractor:** Garland/DBS, Inc.  
**Project:** Roofing Supplies and Services, Waterproofing and Related Products and Services

**Current Contract Term:** January 1, 2017 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

**Item # 1: Approval of Price Increase**

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 3.78% on the total product line for materials listed under Garland/DBS, Inc.'s current Manufacturer's Price Lists. This increase will be retroactive to February 2, 2017. Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the US Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2017.

**Item # 2: Product Line Addition**

This amendment serves as confirmation that Cobb County Government has approved the addition of a line of water proofing products supplied by Urethane Polymers International, a Garland Industries subsidiary. UPI products listed on the revised price proposal sheet will be available under this Master Agreement and prices shall remain firm through December 31, 2017.

**ACCEPTED** - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

**OWNER**

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Georgia 30090

Signed: *Joe Thomas*

Title: *Purchasing Director*

Date: *5/24/2017*

**CONTRACTOR**

Garland/DBS, Inc.  
3800 East 91th Street  
Cleveland, Ohio 44105

Signed: *Zhal*

Title: *CONTROLER & SIGNER*

Date: *05/22/2017*

**CONTRACT AMENDMENT**  
**Sealed Bid # 14-5903**

**Date of Amendment: August 4, 2015**

**Owner:** Cobb County Board of Commissioners. Cobb County, Georgia  
**Contractor:** Garland/DBS, Inc.  
**Project:** Roofing Supplies and Services, Waterproofing and Related Products and Services

**Current Contract Term:** January 1, 2014 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

**Item # 1: Approval of Price Increase**

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 1.3% on the total product line for materials listed under Garland/DBS, Inc.'s Manufacturer's Price Lists. This increase will be retroactive to May 1, 2015.

Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the U.S. Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2016.

**ACCEPTED** - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

**OWNER**

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Georgia 30090

Signed: *Joe Tommie*  
Title: *Purchasing Director*  
Date: *08/06/2015*

**CONTRACTOR**

Garland/DBS, Inc.  
3800 East 91th Street  
Cleveland, Ohio 44105

Signed: *Frank Peractante*  
Title: *FRANK PERACTANTE* AUTHORIZED *CONTROLLER + SIGNER*  
Date: *08/05/15*

**CONTRACT AMENDMENT**  
**Sealed Bid # 14-5903**

Date of Amendment: April 6, 2015

**Owner:** Cobb County Board of Commissioners, Cobb County, Georgia  
**Contractor:** Garland/DBS, Inc.  
**Project:** Roofing Supplies and Services, Waterproofing and Related Products and Services

**Current Contract Term:** January 1, 2014 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

**Item # 1: Verification of Contract Scope – Waterproofing and Related Products and Services**

This amendment serves as confirmation that Waterproofing and Related Products and Services were solicited under the original contract scope for Bid # 14-5903. Materials related to waterproofing and related services were listed in the Pricing section (Attachment B) of the solicitation document and Garland/DBS, Inc. provided unit prices for these items in their bid response. It was the intent of Bid # 14-5903 to include these items so that Cobb County, GA and other governmental entities could utilize the contract for roofing related waterproofing projects, as well as, interior and exterior building stand-alone waterproofing projects.

**ACCEPTED** - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

**OWNER**

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Georgia 30090

Signed: *Joe Terrence*  
Title: *Purchasing Director*  
Date: *4/07/2015*

**CONTRACTOR**

Garland/DBS, Inc.  
3800 East 91th Street  
Cleveland, Ohio 44105

Signed: *Frank A. Percaccante*  
Title: *FRANK A. PERCACCANTE AUTHORIZED SIGNER*  
Date: *04/07/2015*

**CONTRACT AMENDMENT**  
**Sealed Bid # 14-5903**

**Date of Amendment: April 24, 2018**

**Owner:** Cobb County Board of Commissioners, Cobb County, Georgia  
**Contractor:** Garland/DBS, Inc.  
**Project:** Roofing Supplies and Services, Waterproofing and Related Products and Services

**Current Contract Term:** January 1, 2018 to December 31, 2018

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

**Item # 1: Approval of Price Increase**

This amendment serves as confirmation that Cobb County Government has approved an average price increase of 3.10% on the total product line for materials listed under Garland/DBS, Inc.'s current Manufacturer's Price Lists. This increase will be retroactive to March 15, 2018. Prices for roofing supplies and services, waterproofing, and related products and services (Attachment B) currently posted on the US Communities website will remain unchanged. Barring any unforeseen changes in market conditions, all prices will remain firm through December 31, 2018.

**Item # 2 - Contract Extension**

The County will exercise its option to extend the current contract for an additional one year period. The effective date of the contract extension will commence on January 1, 2019 and end on December 31, 2019.

**ACCEPTED** - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

**OWNER**

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Georgia 30090

Signed: Joe Tommie  
Title: Purchasing Director  
Date: 4/30/2018

**CONTRACTOR**

Garland/DBS, Inc.  
3800 East 91th Street  
Cleveland, Ohio 44105

Signed: Frank A. Percacianze  
Title: CONTROLLER & AUTHORIZED CONTRACTORS  
Date: 04/27/2018



**COBB COUNTY  
PURCHASING DEPARTMENT**

100 Cherokee Street, Suite 260  
Marietta, Georgia 30090  
phone: (770) 528-8400 • fax: (770) 528-8428

William J. Tommie Jr., CPPO  
*Purchasing Director*

May 3, 2017

Mr. Frank Percaciante  
Garland/DBS  
3800 East 91<sup>st</sup> Street  
Cleveland, Ohio 44105

**In Process**

Dear Frank:

Please accept this letter as confirmation of Cobb County Government's intent to extend the current US Communities contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services for an additional one year period. The effective date of the contract extension will commence on January 1, 2018 and end on December 31, 2018.

All products and services provided under the contract will continue to be in accordance with pricing, and terms and conditions set forth in Bid # 14-5903 and any subsequent contract amendments.

Sincerely,

William J. Tommie Jr., CPPO  
Purchasing Director

---

*Equal Opportunity Employer*

*Cobb County...Expect the Best!*  
[www.cobbcounty.org](http://www.cobbcounty.org)

**ITB 14-5903 for Roofing Supplies and Services, Waterproofing and Related Products and Services**  
**Attachment B Pricing**

Line Item		Unit	\$ per Unit
<b>1.00</b>	<b>Professional Services</b>		
1.01	Full-time Quality Assurance monitoring	DAY	600.00
1.02	Asbestos core testing and analysis (testing only, excludes labor for sampling and repair)	EA	75.00
1.03	Analysis and evaluation (14" x 14" roof core) (Lab testing only, repairs charged at roof repair rates for appropriate system type)	EA	NSP
1.04	Aerial Roof Survey - Roof Pictures & Drawings Including Geometries, Slope, Calculated Area and Perimeter Measurements	EA	NSP
1.05	Aerial Wall Survey - Wall Pictures & Drawings Including Geometries, Calculated Area and Perimeter Measurements	EA	NSP
1.06	Manufacturer Standing Seam Material Quantity Estimating	EA	NSP
<b>1.07</b>	<b>Nuclear Moisture Survey, Non destructive roof scan</b>		
1.07.01	Non destructive roof scan, up to 20 000 SF	EA	2,500.00
1.07.02	Non destructive roof scan, over 20,000 SF	SF	0.085
1.08	Infrared scanning equipment for rooftop analysis	DAY	NSP
1.09	Nighttime Infrared scans	NIGHT	1,750.00
<b>1.10</b>	<b>Roof investigation (visual roof survey)</b>		
1.10.01	Roof investigation, per hour	HOURLY	NSP
1.10.02	Visual Roof Survey up to 20,000 SF	EA	NSP
1.10.03	Visual Roof Survey over 20,000 SF	SF	NSP
1.11	Comprehensive report	HOURLY	100.00
1.12	Manufacturer's Technical Representative Contractor Training Session at Job Start-Up	DAILY	NSP
1.13	Wind Uplift Testing – Mobilize and provide wind uplift testing per Factory Mutual System Roof Design Manual FM 1-52	EA	3,000.00
1.14	Field / Shop Drawings	EA	NSP
1.15	Project Building Code Review	EA	NSP
<b>1.16</b>	<b>Additional and Occasional Services</b>		
1.16.01	Architect / Design Professional Services	HOURLY	125.00
1.16.02	Engineer	HOURLY	150.00
1.16.03	Structural Analysis / Engineering Services	HOURLY	125.00
1.16.04	Roof Consultant	HOURLY	100.00
1.16.05	CAD Draftsman	HOURLY	60.00
<b>1.17</b>	<b>Laboratory Analysis</b>		
1.17.01	Laboratory Fungal Analysis: Cultured Fungi Identification & Enumeration (Not including engineering time for sampling.)	EA	300.00
1.17.02	Laboratory Fungal Analysis: Total Fungi Spore Count (Not including engineering time for sampling.)	EA	300.00
1.17.03	Laboratory Mold Analysis: Viable Airborne Mold Analysis (Not including engineering time for sampling.)	EA	300.00

Line Item		Unit	\$ per Unit
<b>2.00</b>	<b>Tear-off &amp; Dispose of Debris</b>		
2.01	<b>SYSTEM TYPE</b> BUR W/ Insulation and Gravel Surfacing - Metal Deck	<b>SF</b>	1.91
2.02	<b>SYSTEM TYPE</b> BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck	<b>SF</b>	1.91
2.03	<b>SYSTEM TYPE</b> BUR W/ Insulation and Gravel Surfacing - Lightweight / Gyp Deck	<b>SF</b>	1.91
2.04	<b>SYSTEM TYPE</b> BUR W/ Insulation and Gravel Surfacing - Concrete Deck	<b>SF</b>	1.91
2.05	<b>SYSTEM TYPE</b> BUR W/ Insulation and Mineral Surfacing - Metal Deck	<b>SF</b>	1.82
2.06	<b>SYSTEM TYPE</b> BUR W/ Insulation and Mineral Surfacing - Wood / Tectum Deck	<b>SF</b>	1.82
2.07	<b>SYSTEM TYPE</b> BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck	<b>SF</b>	1.82
<b>2.08</b>	<b>SYSTEM TYPE</b> BUR W/ Insulation and Mineral Surfacing - Concrete Deck	<b>SF</b>	<b>1.82</b>
2.11	<b>SYSTEM TYPE</b> Single-Ply W/ Insulation - Metal Deck	<b>SF</b>	1.45
2.12	<b>SYSTEM TYPE</b> Single-Ply W/ Insulation - Wood / Tectum Deck	<b>SF</b>	1.45
2.13	<b>SYSTEM TYPE</b> Single-Ply W/ Insulation - Lightweight / Gyp Deck	<b>SF</b>	1.45
2.14	<b>SYSTEM TYPE</b> Single-Ply W/ Insulation - Concrete Deck	<b>SF</b>	1.45
2.21	<b>SYSTEM TYPE</b> Ballasted Single-Ply W/ Insulation - Metal Deck	<b>SF</b>	1.78
2.22	<b>SYSTEM TYPE</b> Ballasted Single-Ply W/ Insulation - Wood / Tectum Deck	<b>SF</b>	1.78
2.23	<b>SYSTEM TYPE</b> Ballasted Single-Ply W/ Insulation - Lightweight / Gyp Deck	<b>SF</b>	1.78
2.24	<b>SYSTEM TYPE</b> Ballasted Single-Ply W/ Insulation - Concrete Deck	<b>SF</b>	1.78
2.31	<b>SYSTEM TYPE</b> Coal Tar BUR W/ Insulation and Gravel Surfacing - Metal Deck	<b>SF</b>	2.15
2.32	<b>SYSTEM TYPE</b> Coal Tar BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck	<b>SF</b>	2.15

Line Item		Unit	\$ per Unit
2.61	<b>SYSTEM TYPE</b> BUR w/ Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.23
2.62	<b>SYSTEM TYPE</b> BUR w/ Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.19
2.63	<b>SYSTEM TYPE</b> Single-Ply to the Existing Insulation (Insulation to be Re-Used)	SF	1.27
2.64	<b>SYSTEM TYPE</b> Ballasted Single-Ply to the Existing Insulation (Insulation to be Re-Used)	SF	1.38
2.65	<b>SYSTEM TYPE</b> Coal Tar BUR with Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.56
2.66	<b>SYSTEM TYPE</b> Coal Tar BUR with Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.56
2.67	<b>MULTIPLIER - TEAR-OFF &amp; DISPOSE OF DEBRIS</b> Each Additional Roof System	%	50.000
<b>3.00</b>	<b>Removal &amp; Replacement of Roof Deck</b>		
3.11	<b>DECK TYPE</b> Metal Deck	SF	5.16
3.12	<b>DECK TYPE</b> Wood Deck	SF	5.10
3.13	<b>DECK TYPE</b> Gypsum Deck	SF	23.41
3.14	<b>DECK TYPE</b> Concrete Deck	SF	22.47
3.15	<b>DECK TYPE</b> Lightweight Deck	SF	10.75
3.16	<b>DECK TYPE</b> Tectum Deck	SF	10.63

Line Item		Unit	\$ per Unit
<b>4.00</b>	<b>Insulation Recovery Board &amp; Insulations Options</b>		
4.11	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	<b>SF</b>	0.75
4.12	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered with Insulation Adhesive	<b>SF</b>	1.15
4.13	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	<b>SF</b>	0.75
4.14	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	<b>SF</b>	0.85
4.15	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	<b>SF</b>	0.85
4.16	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	<b>SF</b>	0.85
4.21	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	<b>SF</b>	1.31
4.22	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered with Insulation Adhesive	<b>SF</b>	<b>1.66</b>
4.23	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	<b>SF</b>	1.35
4.24	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	<b>SF</b>	1.50
4.25	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	<b>SF</b>	1.50
4.26	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	<b>SF</b>	1.50

Line Item		Unit	\$ per Unit
4.51	<b>INSULATION SLOPE OPTION</b> Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	SF	4.20
4.52	<b>INSULATION SLOPE OPTION</b> Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	SF	3.11
4.53	<b>INSULATION SLOPE OPTION</b> Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	SF	5.43
4.54	<b>INSULATION SLOPE OPTION</b> Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered with Insulation Adhesive	SF	4.20
4.55	<b>INSULATION SUBSTITUTION OPTION</b> Provide a 1/4" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	SF	4.20
4.56	<b>INSULATION SUBSTITUTION OPTION</b> Provide a 1/8" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	SF	4.07
4.61	<b>INSULATION ATTACHMENT OPTION:</b> Provide Attachment Pattern in Compliance with FM 1-60 Wind Uplift Instead of FM 1-90	SF	-0.08
4.62	<b>INSULATION ATTACHMENT OPTION:</b> Provide Attachment Pattern in Compliance with FM 1-120 Wind Uplift Instead of FM 1-90	SF	0.11
<b>5.00</b>	<b>Coat New Roofing With Elastomeric Coating</b>		
5.11	<b>ROOF SYSTEM TYPE</b> Apply an Acrylic Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	SF	2.06
5.12	<b>ROOF SYSTEM TYPE</b> Apply an Acrylic Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar	SF	2.06
5.21	<b>ROOF SYSTEM TYPE</b> Apply an Urethane Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified; With Reinforced Seams	SF	4.05
5.22	<b>ROOF SYSTEM TYPE</b> Apply an Urethane Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar; With Reinforced Seams	SF	4.05

Line Item		Unit	\$ per Unit
5.31	<b>ROOF SYSTEM TYPE</b> Apply an Aluminum Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	<b>SF</b>	1.54
5.32	<b>ROOF SYSTEM TYPE</b> Apply an Aluminum Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar	<b>SF</b>	1.54
5.41	<b>ROOF SYSTEM TYPE</b> Apply a Fibered Aluminum Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	<b>SF</b>	1.72
5.42	<b>ROOF SYSTEM TYPE</b> Apply a Fibered Aluminum Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar	<b>SF</b>	1.72

In Process

Line Item			Unit	\$ per Unit
<b>6.19</b>	<b>LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - COLD PROCESS APPLICATION</b>			
6.19.01	<b>INSULATION OPTION:</b>	Must Mechanically Attach a Base Sheet; Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	<b>SF</b>	5.11
6.19.02	<b>INSULATION OPTION:</b>	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Installed with FM 1-90 Attachment Patterns	<b>SF</b>	0.71
<b>6.20</b>	<b>CONCRETE ROOF DECK - COLD PROCESS APPLICATION</b>			
6.20.01	<b>INSULATION OPTION:</b>	Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	<b>SF</b>	4.16
6.20.02	<b>INSULATION OPTION:</b>	Without Insulation - Must at Least 1/2" High Density Asphalt Coated Wood Fiber Adhered with Insulation Adhesive to Deck In Compliance FM 1-90 Requirements	<b>SF</b>	1.38
<b>6.21</b>	<b>METAL ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION</b>			
6.21.01	<b>INSULATION OPTION:</b>	Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	<b>SF</b>	3.88

Line Item		Unit	\$ per Unit
12.00	<b>2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY &amp; A CAP SHEET (TOP PLY)</b> <b>PLEASE NOTE: BASE PLY &amp; CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER</b>		
12.11	<b>ROOF CONFIGURATION</b> <b>1 Ply Modified Base Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt</b>		
12.11.01	<b>BASE PLY OPTION:</b>	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	SF 2.33
12.11.02	<b>BASE PLY OPTION:</b>	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	SF 3.04
12.11.03	<b>BASE PLY OPTION:</b>	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	SF 3.16
12.11.04	<b>PER SQUARE FOOT COST - Hot Applied Modified Multi-ply Systems</b> Each Additional Modified Base Sheet (Hot Applications) Inter-ply Installed		SF 2.13
12.12	<b>ROOF CONFIGURATION</b> <b>1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt</b>		
12.12.01	<b>BASE PLY OPTION:</b>	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	SF 3.01
12.12.02	<b>BASE PLY OPTION:</b>	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	SF 3.83
12.12.03	<b>BASE PLY OPTION:</b>	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	SF 3.95
12.12.04	<b>PER SQUARE FOOT COST - Cold Applied Modified Multi-ply Systems</b> Each Additional Modified Base Sheet (Cold Applications) Inter-ply Installed		SF 3.01
12.12.05	<b>PER SQUARE FOOT COST - Cold Applied Modified Multi-ply Systems</b> Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive		SF 2.46

Line Item		Unit	\$ per Unit
<b>12.31</b>	<b>ROOF CONFIGURATION</b> <b>1 Ply Cap Sheet, Flood Coat and Aggregate Adhered in Cold Process Modified Asphalt</b>		
12.31.01	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	SF 4.73
<b>12.31.02</b>	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	SF <b>6.24</b>
12.31.03	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	SF 6.76
12.31.04	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	SF 7.80
12.31.05	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	SF 8.20
12.31.06	<b>WARRANTY CHARGES:</b>	30 Year - No Dollar Limit Warranty	SF NSP
12.31.07	<b>PER SQUARE FOOT COST - Cold Applied Modified BUR</b> Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive		SF 4.79

Line Item		Unit	\$ per Unit
<b>15.00</b>	<b>RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS</b>		
15.11	<b>RESATURATION OF ASPHALT ROOF SYSTEMS</b> Wet Vac Roof to Remove Aggregate, Apply Cold Applied Modified Asphalt Flood Coat & New Aggregate as Specified - Coating Applied at 6-8 Gallons per Sq. w/ New Gravel (New Flashings also Required Separate Line Item)	SF	4.59
15.12	<b>RESATURATION OF COAL-TAR PITCH ROOF SYSTEMS</b> Wet Vac Roof to Remove Aggregate, Apply Cold Applied Modified Coal Tar Flood Coat & New Aggregate as Specified Applied at 6-8 Gallons per Sq. w/ New Gravel (New Flashings also Required Refer to Flashing Line Item)	SF	5.83
15.21	<b>ELASTOMERIC RESTORATIVE COATING FOR METAL ROOF SYSTEMS</b> Power Wash & Clean with TSP; Use Portable Blowers to Clear Roof of Moisture; Prime, then Install Base Coat / Top Coat as Specified Elastomeric Restorative Coating (2 Gallons per Sq.); Rust Inhibitive Primer (Primer 1/2" Gallon to 1 Gallon per Sq.)	SF	5.38
15.22	<b>ELASTOMERIC URETHANE COATING FOR SINGLE-PLY ROOF SYSTEMS</b> Power wash & Clean with TSP or Simple Green, Use Portable Blowers the Clear the Roof of Moisture; Install Base Coat / Top Coat as Specified (Urethane 2 Gallons per Sq.)	SF	4.71
15.23	<b>ELASTOMERIC URETHANE COATING FOR SMOOTH OR MINERAL SURFACED MODIFIED ROOFS</b> Power wash & Clean with TSP or Simple Green; Use Portable Blowers the Clear the Roof of Moisture; Install Base Coat / Top Coat as Specified (Urethane 2 Gallons per Sq.)	SF	5.43
15.24	<b>LINEAR FOOT COST - REINFORCE SEAMS OF UREATHANE RESTORATION SYSTEM</b> Add/Deduct for Reinforcing the Seams when Using an Elastomeric Urethane Coating; Seams Need 2 1/2" Gallons per Sq. w/ Reinforcement.	LF	2.72
15.31	<b>ELASTOMERIC ASPHALT-BASED LIQUID APPLIED MEMBRANE SYSTEM FOR SMOOTH OR MINERAL SURFACED ROOFS</b> Power Wash and Prime then Install Base Coat / Top Coat as Specified with Reinforced Seams - Restoration Coating	SF	5.26
<b>16.00</b>	<b>INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS</b>		
16.11	<b>INSTALL NEW THREE-TAB SHINGLE ROOF SYSTEM -</b> New Three-Tab Shingles with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	4.84
16.12	<b>REPLACING ARCHITECTURAL SHINGLE ROOF SYSTEM -</b> New Dimensional Shingle Roof System with Base Sheet as an Underlayment, Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	5.31
16.13	<b>INSTALL NEW DIMENSIONAL SHINGLE ROOF SYSTEM -</b> New Dimensional Shingle Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	5.27
16.21	<b>INSTALL NEW CEDAR SHAKE ROOF SYSTEM -</b> New Cedar Shake Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	11.70
16.31	<b>INSTALL NEW BARREL CLAY/CEMENT TILE ROOF SYSTEM -</b> New Barrel Clay/Cement Tile Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	SF	16.54

Line Item		Unit	\$ per Unit
20.00	<b>NEW FLASHINGS FOR ROOFING SYSTEMS &amp; RESTORATION OPTIONS</b>		
20.11	<b>ROOF FLASHINGS FOR MODIFIED &amp; COAL TAR PITCH ROOF SYSTEMS:</b> Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt		
20.11.01	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	SF 13.66
20.11.02	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	SF 14.66
20.11.03	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	SF 15.16
20.11.04	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	SF 15.96
20.11.05	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	SF 16.34

## ITB #14-5903 PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

<b>New Concrete and Coating</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.102	Placement of new high strength patching mortar (2" depth)	SF	\$ 135.13
23.103	Placement of new high strength patching mortar (3.5" depth).	SF	\$ 151.34
23.104	Cleaning and coating of concrete surface.	SF	\$ 12.97
23.105	Sidewalk Bridging.	SF	\$ 4.03
23.106	Temporary Roof Protection	SF	\$ 2.70
<b>Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.107	Install & Connect new 4" roof drain & Flashing; Excluding Plumbing	EA	\$ 650.00
23.108	Install & Connect new 6" roof drain & Flashing; Excluding Plumbing	EA	\$ 750.00
23.109	Install & Connect new 8" roof drain & Flashing; Excluding Plumbing	EA	\$ 850.00
23.110	Pitch pocket, 24 gauge, GI, 12" x 12", with storm collar, hemmed to outside, soldered corners and seams	EA	\$ 215.04
23.111	Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar hemmed to outside, soldered corners and seams	EA	\$ 135.90
23.112	Pitch pocket, 24 gauge, GI, 8" x 8", with storm collar, hemmed to outside, soldered corners and seams	EA	\$ 171.10
23.113	Plumbing stack, 16 oz. copper flashing	EA	\$ 171.00
23.114	Plumbing stack, 24 gad Zinc flashing	EA	\$ 255.00
23.115	Plumbing stack, 4# lead flashing	EA	\$ 87.00
23.116	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 12" Straight	EA	\$ 100.80
23.117	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 2" Corners	EA	\$ 59.36
23.118	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 3" Kit	EA	\$ 59.36
23.119	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Kit	EA	\$ 80.64
23.120	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Rounds	EA	\$ 80.64
23.121	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Kit	EA	\$ 75.04
23.122	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Straight	EA	\$ 75.04
23.123	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit	EA	\$ 118.72
23.124	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit with 2-Part Filler	EA	\$ 128.80
23.125	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Rounds	EA	\$ 128.80
23.126	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 9" Kit	EA	\$ 87.36
23.127	Provide a cast iron drain strainer	EA	\$ 90.00
23.128	Reflash existing roof drain	EA	\$ 291.00
23.129	Scupper, .050 Aluminum, match existing configuration	LF	\$ 226.00
23.130	Scupper, 16 oz Copper, match existing configuration	LF	\$ 255.00
23.131	Scupper, 20 gad Stainless Steel, match existing configuration	LF	\$ 243.00
23.132	Sleeper Cap - 24 Gad Galvanized	LF	\$ 15.33
<b>Roof Accessories</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.133	Walkway Pads		
23.134	30" wide roll goods, tape attached	EA	\$ 24.50
23.135	30" wide roll, hot asphalt attached	EA	\$ 265.00
23.136	30" wide roll, adhesive attached	EA	\$ 29.00
23.137	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	\$ 11.77
23.138	Roof ladder, security ladder guard	EA	\$ 156.04
23.139	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	EA	\$ 105.00
23.140	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	EA	\$ 121.30
23.141	Roof ventilators	EA	\$ 165.78
23.142	Termination bar, aluminum, 1/4" x 1"	LF	\$ 2.27
<b>Common Roof Repair Items</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.143	3-Course Application; Mastic-Mesh-Mastic; 15" Wide Total; 12" Wide Mesh	LF	\$ 9.05
23.144	3-Course Application; Mastic-Mesh-Mastic; 9" Wide Total; 6" Wide Mesh	LF	\$ 5.60
23.145	3-Course Application; Urethane-Reinforcement-Urethane (< 500 SF)	SF	\$ 4.10
23.146	3-Course Application; Urethane-Reinforcement-Urethane (> 500 SF)	SF	\$ 4.10
23.147	Install Self-Adhering Cap Sheet Over Repair Area (< 500 SF)	SF	\$ 5.51
23.148	Install Self-Adhering Cap Sheet Over Repair Area (> 500 SF)	SF	\$ 5.41
23.149	Torch Cap Sheet Over Repair Area (< 500 SF)	SF	\$ 6.65
23.150	Torch Cap Sheet Over Repair Area (> 500 SF)	SF	\$ 6.50
23.151	Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (< 500 SF)	SF	\$ 6.85
23.152	Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (> 500 SF)	SF	\$ 7.75
<b>Equipment</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.153	Forklift/Manlift Equipment Rental	DAY	\$ 123.00
23.154	Crane Equipment Rental - up to 80'	DAY	\$ 950.00
23.155	Crane Equipment Rental - up to 150'	DAY	\$ 1,250.00
23.156	Manlift per day	DAY	\$ 90.00

**ITB #14-5903 PRICING FORM FOR ROOFING PRODUCTS AND SERVICES****Sheet Metal Accessories Covered Under these Pricing Tables:**

- Drip Edge
- Gravel Stop
- Gutters, Straps, Hangers & Fasteners
- Coping
- Surface Mounted Counter Flashing
- Reglet Mounted Counter Flashing
- Skirt Flashing
- Expansion Joints
- Miscellaneous Metal Fabricated Details

**Aluminum**

Size / Gauge	.040	.050	.063	.080
6"	\$5.38	\$5.46	\$5.61	\$5.78
8"	\$5.83	\$5.96	\$6.15	\$6.38
10"	\$6.27	\$6.42	\$6.66	\$6.95
12"	\$6.73	\$6.92	\$7.20	\$7.55
14"	\$7.19	\$7.41	\$7.74	\$8.15
16"	\$7.62	\$7.87	\$8.26	\$8.71
18"	\$8.09	\$8.37	\$8.79	\$9.32
20"	\$8.54	\$8.86	\$9.34	\$9.92
22"	\$8.98	\$9.32	\$9.85	\$10.48
24"	\$9.44	\$9.82	\$10.38	\$11.08
26"	\$9.90	\$10.31	\$10.93	\$11.68
28"	\$10.34	\$10.78	\$11.44	\$12.25
30"	\$10.80	\$11.26	\$11.98	\$12.85
32"	\$11.26	\$11.76	\$12.52	\$13.45
34"	\$11.70	\$12.22	\$13.03	\$14.02
36"	\$12.15	\$12.71	\$13.57	\$14.62
38"	\$12.62	\$13.21	\$14.11	\$15.22
40"	\$13.05	\$13.67	\$14.62	\$15.78
42"	\$13.51	\$14.17	\$15.16	\$16.38
44"	\$13.94	\$14.63	\$15.67	\$16.94
46"	\$14.40	\$15.12	\$16.22	\$17.54
48"	\$14.86	\$15.62	\$16.75	\$18.14
<b>Price Per Bend</b>	<b>\$0.50</b>	\$0.50	\$0.75	\$0.75

**ITB 14-5903 for Roofing Supplies and Services, Waterproofing and Related Products and Services****Attachment B Pricing**

Line Item		Unit	\$ per Unit
<b>1.00</b>	<b>Professional Services</b>		
1.01	Full-time Quality Assurance monitoring	DAY	600.00
1.02	Asbestos core testing and analysis (testing only, excludes labor for sampling and repair)	EA	75.00
1.03	Analysis and evaluation (14" x 14" roof core) (Lab testing only, repairs charged at roof repair rates for appropriate system type)	EA	NSP
1.04	Aerial Roof Survey - Roof Pictures & Drawings Including Geometries, Slope, Calculated Area and Perimeter Measurements	EA	NSP
1.05	Aerial Wall Survey - Wall Pictures & Drawings Including Geometries, Calculated Area and Perimeter Measurements	EA	NSP
1.06	Manufacturer Standing Seam Material Quantity Estimating	EA	NSP
<b>1.07</b>	<b>Nuclear Moisture Survey, Non destructive roof scan</b>		
1.07.01	Non destructive roof scan, up to 20 000 SF	EA	2,500.00
1.07.02	Non destructive roof scan, over 20,000 SF	SF	0.085
1.08	Infrared scanning equipment for rooftop analysis	DAY	NSP
1.09	Nighttime Infrared scans	NIGHT	1,750.00
<b>1.10</b>	<b>Roof investigation (visual roof survey)</b>		
1.10.01	Roof investigation, per hour	HOURLY	NSP
1.10.02	Visual Roof Survey up to 20,000 SF	EA	NSP
1.10.03	Visual Roof Survey over 20,000 SF	SF	NSP
1.11	Comprehensive report	HOURLY	100.00
1.12	Manufacturer's Technical Representative Contractor Training Session at Job Start-Up	DAILY	NSP
1.13	Wind Uplift Testing – Mobilize and provide wind uplift testing per Factory Mutual System Roof Design Manual FM 1-52	EA	3,000.00
1.14	Field / Shop Drawings	EA	NSP
1.15	Project Building Code Review	EA	NSP
<b>1.16</b>	<b>Additional and Occasional Services</b>		
1.16.01	Architect / Design Professional Services	HOURLY	125.00
1.16.02	Engineer	HOURLY	150.00
1.16.03	Structural Analysis / Engineering Services	HOURLY	125.00
1.16.04	Roof Consultant	HOURLY	100.00
1.16.05	CAD Draftsman	HOURLY	60.00
<b>1.17</b>	<b>Laboratory Analysis</b>		
1.17.01	Laboratory Fungal Analysis: Cultured Fungi Identification & Enumeration (Not including engineering time for sampling.)	EA	300.00
1.17.02	Laboratory Fungal Analysis: Total Fungi Spore Count (Not including engineering time for sampling.)	EA	300.00
1.17.03	Laboratory Mold Analysis: Viable Airborne Mold Analysis (Not including engineering time for sampling.)	EA	300.00

Line Item		Unit	\$ per Unit
<b>2.00</b>	<b>Tear-off &amp; Dispose of Debris</b>		
2.01	<b>SYSTEM TYPE</b> BUR W/ Insulation and Gravel Surfacing - Metal Deck	<b>SF</b>	1.91
2.02	<b>SYSTEM TYPE</b> BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck	<b>SF</b>	1.91
2.03	<b>SYSTEM TYPE</b> BUR W/ Insulation and Gravel Surfacing - Lightweight / Gyp Deck	<b>SF</b>	1.91
2.04	<b>SYSTEM TYPE</b> BUR W/ Insulation and Gravel Surfacing - Concrete Deck	<b>SF</b>	1.91
2.05	<b>SYSTEM TYPE</b> BUR W/ Insulation and Mineral Surfacing - Metal Deck	<b>SF</b>	1.82
2.06	<b>SYSTEM TYPE</b> BUR W/ Insulation and Mineral Surfacing - Wood / Tectum Deck	<b>SF</b>	1.82
2.07	<b>SYSTEM TYPE</b> BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck	<b>SF</b>	1.82
<b>2.08</b>	<b>SYSTEM TYPE</b> BUR W/ Insulation and Mineral Surfacing - Concrete Deck	<b>SF</b>	<b>1.82</b>
2.11	<b>SYSTEM TYPE</b> Single-Ply W/ Insulation - Metal Deck	<b>SF</b>	1.45
2.12	<b>SYSTEM TYPE</b> Single-Ply W/ Insulation - Wood / Tectum Deck	<b>SF</b>	1.45
2.13	<b>SYSTEM TYPE</b> Single-Ply W/ Insulation - Lightweight / Gyp Deck	<b>SF</b>	1.45
2.14	<b>SYSTEM TYPE</b> Single-Ply W/ Insulation - Concrete Deck	<b>SF</b>	1.45
2.21	<b>SYSTEM TYPE</b> Ballasted Single-Ply W/ Insulation - Metal Deck	<b>SF</b>	1.78
2.22	<b>SYSTEM TYPE</b> Ballasted Single-Ply W/ Insulation - Wood / Tectum Deck	<b>SF</b>	1.78
2.23	<b>SYSTEM TYPE</b> Ballasted Single-Ply W/ Insulation - Lightweight / Gyp Deck	<b>SF</b>	1.78
2.24	<b>SYSTEM TYPE</b> Ballasted Single-Ply W/ Insulation - Concrete Deck	<b>SF</b>	1.78
2.31	<b>SYSTEM TYPE</b> Coal Tar BUR W/ Insulation and Gravel Surfacing - Metal Deck	<b>SF</b>	2.15
2.32	<b>SYSTEM TYPE</b> Coal Tar BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck	<b>SF</b>	2.15

Line Item		Unit	\$ per Unit
2.61	<b>SYSTEM TYPE</b> BUR w/ Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.23
2.62	<b>SYSTEM TYPE</b> BUR w/ Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.19
2.63	<b>SYSTEM TYPE</b> Single-Ply to the Existing Insulation (Insulation to be Re-Used)	SF	1.27
2.64	<b>SYSTEM TYPE</b> Ballasted Single-Ply to the Existing Insulation (Insulation to be Re-Used)	SF	1.38
2.65	<b>SYSTEM TYPE</b> Coal Tar BUR with Gravel Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.56
2.66	<b>SYSTEM TYPE</b> Coal Tar BUR with Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	SF	2.56
2.67	<b>MULTIPLIER - TEAR-OFF &amp; DISPOSE OF DEBRIS</b> Each Additional Roof System	%	50.000
3.00	<b>Removal &amp; Replacement of Roof Deck</b>		
3.11	<b>DECK TYPE</b> Metal Deck	SF	5.16
3.12	<b>DECK TYPE</b> Wood Deck	SF	5.10
3.13	<b>DECK TYPE</b> Gypsum Deck	SF	23.41
3.14	<b>DECK TYPE</b> Concrete Deck	SF	22.47
3.15	<b>DECK TYPE</b> Lightweight Deck	SF	10.75
3.16	<b>DECK TYPE</b> Tectum Deck	SF	10.63

Line Item		Unit	\$ per Unit
<b>4.00</b>	<b>Insulation Recovery Board &amp; Insulations Options</b>		
4.11	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	<b>SF</b>	0.75
4.12	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Adhered with Insulation Adhesive	<b>SF</b>	1.15
4.13	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	<b>SF</b>	0.75
4.14	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	<b>SF</b>	0.85
4.15	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	<b>SF</b>	0.85
4.16	<b>RECOVERY BOARD TYPE</b> 1/2" Wood Fiber or Perlite Board Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	<b>SF</b>	0.85
4.21	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered in Hot ASTM D 312 Type III or IV Asphalt; Mopped	<b>SF</b>	1.31
<b>4.22</b>	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered with Insulation Adhesive	<b>SF</b>	<b>1.66</b>
4.23	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Metal Deck	<b>SF</b>	1.35
4.24	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Wood / Tectum Deck	<b>SF</b>	1.50
4.25	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	<b>SF</b>	1.50
4.26	<b>RECOVERY BOARD TYPE</b> 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	<b>SF</b>	1.50

Line Item		Unit	\$ per Unit
4.51	<b>INSULATION SLOPE OPTION</b> Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	SF	4.20
4.52	<b>INSULATION SLOPE OPTION</b> Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered in ASTM D 312 Type III or IV Hot Asphalt; Mopped	SF	3.11
4.53	<b>INSULATION SLOPE OPTION</b> Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	SF	5.43
4.54	<b>INSULATION SLOPE OPTION</b> Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered with Insulation Adhesive	SF	4.20
4.55	<b>INSULATION SUBSTITUTION OPTION</b> Provide a 1/4" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	SF	4.20
4.56	<b>INSULATION SUBSTITUTION OPTION</b> Provide a 1/8" Tapered Insulating Lightweight Concrete System while Maintaining Average R-Value	SF	4.07
4.61	<b>INSULATION ATTACHMENT OPTION:</b> Provide Attachment Pattern in Compliance with FM 1-60 Wind Uplift Instead of FM 1-90	SF	-0.08
4.62	<b>INSULATION ATTACHMENT OPTION:</b> Provide Attachment Pattern in Compliance with FM 1-120 Wind Uplift Instead of FM 1-90	SF	0.11
<b>5.00</b>	<b>Coat New Roofing With Elastomeric Coating</b>		
5.11	<b>ROOF SYSTEM TYPE</b> Apply an Acrylic Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	SF	2.06
5.12	<b>ROOF SYSTEM TYPE</b> Apply an Acrylic Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar	SF	2.06
5.21	<b>ROOF SYSTEM TYPE</b> Apply an Urethane Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified; With Reinforced Seams	SF	4.05
5.22	<b>ROOF SYSTEM TYPE</b> Apply an Urethane Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Pre-Primed Smooth or Mineral Surfaced Coal Tar; With Reinforced Seams	SF	4.05

Line Item			Unit	\$ per Unit
<b>6.19</b>	<b>LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - COLD PROCESS APPLICATION</b>			
6.19.01	<b>INSULATION OPTION:</b>	Must Mechanically Attach a Base Sheet; Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	<b>SF</b>	5.11
6.19.02	<b>INSULATION OPTION:</b>	Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Installed with FM 1-90 Attachment Patterns	<b>SF</b>	0.71
<b>6.20</b>	<b>CONCRETE ROOF DECK - COLD PROCESS APPLICATION</b>			
6.20.01	<b>INSULATION OPTION:</b>	Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	<b>SF</b>	4.16
6.20.02	<b>INSULATION OPTION:</b>	Without Insulation - Must at Least 1/2" High Density Asphalt Coated Wood Fiber Adhered with Insulation Adhesive to Deck In Compliance FM 1-90 Requirements	<b>SF</b>	1.38
<b>6.21</b>	<b>METAL ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION</b>			
6.21.01	<b>INSULATION OPTION:</b>	Mechanically Fasten Polyisocyanurate / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	<b>SF</b>	3.88

Line Item		Unit	\$ per Unit
12.00	<b>2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY &amp; A CAP SHEET (TOP PLY)</b> <b>PLEASE NOTE: BASE PLY &amp; CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER</b>		
12.11	<b>ROOF CONFIGURATION</b> <b>1 Ply Modified Base Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt</b>		
12.11.01	<b>BASE PLY OPTION:</b> ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	SF	2.33
12.11.02	<b>BASE PLY OPTION:</b> ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	SF	3.04
12.11.03	<b>BASE PLY OPTION:</b> ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	SF	3.16
12.11.04	<b>PER SQUARE FOOT COST - Hot Applied Modified Multi-ply Systems</b> Each Additional Modified Base Sheet (Hot Applications) Inter-ply Installed	SF	2.13
12.12	<b>ROOF CONFIGURATION</b> <b>1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt</b>		
12.12.01	<b>BASE PLY OPTION:</b> ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	SF	3.01
12.12.02	<b>BASE PLY OPTION:</b> ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	SF	3.83
12.12.03	<b>BASE PLY OPTION:</b> ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	SF	3.95
12.12.04	<b>PER SQUARE FOOT COST - Cold Applied Modified Multi-ply Systems</b> Each Additional Modified Base Sheet (Cold Applications) Inter-ply Installed	SF	3.01
12.12.05	<b>PER SQUARE FOOT COST - Cold Applied Modified Multi-ply Systems</b> Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive	SF	2.46

Line Item		Unit	\$ per Unit
<b>12.31</b>	<b>ROOF CONFIGURATION</b> <b>1 Ply Cap Sheet, Flood Coat and Aggregate Adhered in Cold Process Modified Asphalt</b>		
12.31.01	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - Minimum of 70 lbf/in tensile	SF 4.73
<b>12.31.02</b>	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	<b>SF 6.24</b>
12.31.03	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	SF 6.76
12.31.04	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	SF 7.80
12.31.05	<b>ROOFING MEMBRANE OPTION:</b>	ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	SF 8.20
12.31.06	<b>WARRANTY CHARGES:</b>	30 Year - No Dollar Limit Warranty	SF NSP
12.31.07	<b>PER SQUARE FOOT COST - Cold Applied Modified BUR</b> Substitute Cold Process Adhesive with Alternative Solvent Free Adhesive		SF 4.79

Line Item		Unit	\$ per Unit
20.00	<b>NEW FLASHINGS FOR ROOFING SYSTEMS &amp; RESTORATION OPTIONS</b>		
20.11	<b>ROOF FLASHINGS FOR MODIFIED &amp; COAL TAR PITCH ROOF SYSTEMS:</b> Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt		
20.11.01	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type II - 80 lbf/in tensile	SF 13.66
20.11.02	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	SF 14.66
20.11.03	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	SF 15.16
20.11.04	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 500 lbf/in tensile	SF 15.96
20.11.05	<b>FLASHING OPTION:</b>	BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	SF 16.34

Line Item		Unit	\$ per Unit
<b>22.00</b>	<b>JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB</b>		
22.11	<b>MULTIPLIER - LIMITED / OBSTRUCTED / DIFFICULT ROOF ACCESS</b> Multiplier Applied when Access to the Roof is Limited to Specific Entry Points, Equipment & Materials Cannot be Lifted by Crane on the Roof, or Access is Dependent Upon Road Closure	%	30.00%
22.12	<b>MULTIPLIER - ROOF HAS LARGE AMOUNT OF PENETRATIONS / ROOF TOP OBSTRUCTIONS</b> Multiplier Applied when Open Roofing Area is Limited Due to a Large Number of Roof Penetrations such as Soil Stacks, Sky Lights, Roof Drains, Exhaust Vents, HVAC Units, etc., or when there are a Large Amount of Roof Top Obstructions such as: Pipes, Duct Work, Electrical Wires, Hoses, etc.	%	50.00%
22.21	<b>MULTIPLIER - ROOF HEIGHT IS GREATER THAN 2 STORIES EQUAL TO OR LESS THAN 5 STORIES</b> Multiplier Applied when the Roof Height Exceeds 2 Stories, but is Equal to or Less than 5 Stories. Situation Creates the Need for Additional Safety Protection and Increased Crane Work.	%	25.00%
22.22	<b>MULTIPLIER - ROOF HEIGHT IS GREATER THAN 5 STORIES LESS EQUAL TO OR LESS THAN 10 STORIES</b> Multiplier Applied when the Roof Height Exceeds 5 Stories, but is Equal to or Less than 10 Stories. Situation Creates the Need for Additional Safety Protection and Increased Crane Work and Crane Equipment	%	40.00%
22.23	<b>MULTIPLIER - ROOF HEIGHT IS GREATER THAN 10 STORIES</b> Multiplier Applied when the Roof Height Exceeds 10 Stories. Situation Creates the Need for Additional Safety Protection and Increased Crane Work and Crane Equipment	%	60.00%
22.31	<b>MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 4/12 SLOPE</b> Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 4/12 Slope, Very Steep.	%	35.00%
22.32	<b>MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 8/12 SLOPE</b> Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 8/12 Slope, Very Steep.	%	70.00%
22.41	<b>MULTIPLIER - ROOF SIZE IS LESS THAN 1,000 SF</b> Multiplier Applied when Roof Size is Abnormally Small Less than 1,000 SF Situation Creates the Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor to be Allocated Across a Very Small Roof Area Causing Fixed Costs to be Large Portion of Job Costs	%	100.00%
22.42	<b>MULTIPLIER - ROOF SIZE IS GREATER THAN 1,000 SF, BUT LESS THAN 2,000 SF</b> Multiplier Applied when Roof Size is Less than 2,000 SF, but Greater than 1,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	%	85.00%
22.43	<b>MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF</b> Multiplier Applied when Roof Size is Less than 3,000 SF, but Greater than 2,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	%	60.00%
22.44	<b>MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF</b> Multiplier Applied when Roof Size is Less than 5,000 SF, but Greater than 3,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	%	35.00%
22.45	<b>MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF</b> Multiplier Applied when Roof Size is Less than 10,000 SF, but Greater than 5,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	%	30.00%

## ITB #14-5903 PRICING FORM FOR ROOFING PRODUCTS AND SERVICES

<b>New Concrete and Coating</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.102	Placement of new high strength patching mortar (2" depth)	SF	\$ 135.13
23.103	Placement of new high strength patching mortar (3.5" depth).	SF	\$ 151.34
23.104	Cleaning and coating of concrete surface.	SF	\$ 12.97
23.105	Sidewalk Bridging.	SF	\$ 4.03
23.106	Temporary Roof Protection	SF	\$ 2.70
<b>Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.107	Install & Connect new 4" roof drain & Flashing; Excluding Plumbing	EA	\$ 650.00
23.108	Install & Connect new 6" roof drain & Flashing; Excluding Plumbing	EA	\$ 750.00
23.109	Install & Connect new 8" roof drain & Flashing; Excluding Plumbing	EA	\$ 850.00
23.110	Pitch pocket, 24 gauge, GI, 12" x 12", with storm collar, hemmed to outside, soldered corners and seams	EA	\$ 215.04
23.111	Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar hemmed to outside, soldered corners and seams	EA	\$ 135.90
23.112	Pitch pocket, 24 gauge, GI, 8" x 8", with storm collar, hemmed to outside, soldered corners and seams	EA	\$ 171.10
23.113	Plumbing stack, 16 oz. copper flashing	EA	\$ 171.00
23.114	Plumbing stack, 24 gad Zinc flashing	EA	\$ 255.00
23.115	Plumbing stack, 4# lead flashing	EA	\$ 87.00
23.116	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 12" Straight	EA	\$ 100.80
23.117	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 2" Corners	EA	\$ 59.36
23.118	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 3" Kit	EA	\$ 59.36
23.119	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Kit	EA	\$ 80.64
23.120	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 5" Rounds	EA	\$ 80.64
23.121	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Kit	EA	\$ 75.04
23.122	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 6" Straight	EA	\$ 75.04
23.123	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit	EA	\$ 118.72
23.124	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Kit with 2-Part Filler	EA	\$ 128.80
23.125	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 7.5" Rounds	EA	\$ 128.80
23.126	Pre-Cast Molded Pitch Pan (e.g. Chemcurb) - 9" Kit	EA	\$ 87.36
23.127	Provide a cast iron drain strainer	EA	\$ 90.00
23.128	Reflash existing roof drain	EA	\$ 291.00
23.129	Scupper, .050 Aluminum, match existing configuration	LF	\$ 226.00
23.130	Scupper, 16 oz Copper, match existing configuration	LF	\$ 255.00
23.131	Scupper, 20 gad Stainless Steel, match existing configuration	LF	\$ 243.00
23.132	Sleeper Cap - 24 Gad Galvanized	LF	\$ 15.33
<b>Roof Accessories</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.133	Walkway Pads		
23.134	30" wide roll goods, tape attached	EA	\$ 24.50
23.135	30" wide roll, hot asphalt attached	EA	\$ 265.00
23.136	30" wide roll, adhesive attached	EA	\$ 29.00
23.137	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	\$ 11.77
23.138	Roof ladder, security ladder guard	EA	\$ 156.04
23.139	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	EA	\$ 105.00
23.140	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	EA	\$ 121.30
23.141	Roof ventilators	EA	\$ 165.78
23.142	Termination bar, aluminum, 1/4" x 1"	LF	\$ 2.27
<b>Common Roof Repair Items</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.143	3-Course Application; Mastic-Mesh-Mastic; 15" Wide Total; 12" Wide Mesh	LF	\$ 9.05
23.144	3-Course Application; Mastic-Mesh-Mastic; 9" Wide Total; 6" Wide Mesh	LF	\$ 5.60
23.145	3-Course Application; Urethane-Reinforcement-Urethane (< 500 SF)	SF	\$ 4.10
23.146	3-Course Application; Urethane-Reinforcement-Urethane (> 500 SF)	SF	\$ 4.10
23.147	Install Self-Adhering Cap Sheet Over Repair Area (< 500 SF)	SF	\$ 5.51
23.148	Install Self-Adhering Cap Sheet Over Repair Area (> 500 SF)	SF	\$ 5.41
23.149	Torch Cap Sheet Over Repair Area (< 500 SF)	SF	\$ 6.65
23.150	Torch Cap Sheet Over Repair Area (> 500 SF)	SF	\$ 6.50
23.151	Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (< 500 SF)	SF	\$ 6.85
23.152	Set Roofing Cap Sheet Membrane in Mastic Installed Over Repair Area (> 500 SF)	SF	\$ 7.75
<b>Equipment</b>		<b>UNIT</b>	<b>\$ per Unit</b>
23.153	Forklift/Manlift Equipment Rental	DAY	\$ 123.00
23.154	Crane Equipment Rental - up to 80'	DAY	\$ 950.00
23.155	Crane Equipment Rental - up to 150'	DAY	\$ 1,250.00
23.156	Manlift per day	DAY	\$ 90.00

**ITB #14-5903 PRICING FORM FOR ROOFING PRODUCTS AND SERVICES**

**Sheet Metal Accessories Covered Under these Pricing Tables:**

- Drip Edge
- Gravel Stop
- Gutters, Straps, Hangers & Fasteners
- Coping
- Surface Mounted Counter Flashing
- Reglet Mounted Counter Flashing
- Skirt Flashing
- Expansion Joints
- Miscellaneous Metal Fabricated Details

**Aluminum**

Size / Gauge	.040	.050	.063	.080
6"	\$5.38	\$5.46	\$5.61	\$5.78
8"	\$5.83	\$5.96	\$6.15	\$6.38
10"	\$6.27	\$6.42	\$6.66	\$6.95
12"	\$6.73	\$6.92	\$7.20	\$7.55
14"	\$7.19	\$7.41	\$7.74	\$8.15
16"	\$7.62	\$7.87	\$8.26	\$8.71
18"	\$8.09	\$8.37	\$8.79	\$9.32
20"	\$8.54	\$8.86	\$9.34	\$9.92
22"	\$8.98	\$9.32	\$9.85	\$10.48
24"	\$9.44	\$9.82	\$10.38	\$11.08
26"	\$9.90	\$10.31	\$10.93	\$11.68
28"	\$10.34	\$10.78	\$11.44	\$12.25
30"	\$10.80	\$11.26	\$11.98	\$12.85
32"	\$11.26	\$11.76	\$12.52	\$13.45
34"	\$11.70	\$12.22	\$13.03	\$14.02
36"	\$12.15	\$12.71	\$13.57	\$14.62
38"	\$12.62	\$13.21	\$14.11	\$15.22
40"	\$13.05	\$13.67	\$14.62	\$15.78
42"	\$13.51	\$14.17	\$15.16	\$16.38
44"	\$13.94	\$14.63	\$15.67	\$16.94
46"	\$14.40	\$15.12	\$16.22	\$17.54
48"	\$14.86	\$15.62	\$16.75	\$18.14
<b>Price Per Bend</b>	<b>\$0.50</b>	\$0.50	\$0.75	\$0.75



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



**ROOFING MATERIAL AND SERVICES PROPOSAL**

**The City of Palm Coast Public Works Utility**  
**Wastewater Treatment Plant #1 Roof Replacement**  
**4 Corporate Dr. N.**  
**Palm Coast, FL 32137**

**Date Submitted: 10/16/2018**

**Proposal #: 25-FI-181108**

**MICPA # 14-5903**

**Florida General Contractor License #: CGC1517248**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) U.S. Communities. Garland/DBS, Inc. administered a competitive bid process and was able to achieve a proposal price a or below the US Communities scheduled line item pricing.

**Scope of Work: Base Bid**

1. Remove existing West roof assembly down to concrete roof deck
2. Install 1/4:12 tapered insulation package and 1/4" Gyp recovery board, adhered in foam adhesive, adhesive pattern per wind uplift requirements.
3. West Roof - Install SBS modified bitumen roof system:
  - a. Cold Process Base sheet & Mineral Cap
  - b. Base Flashings – achieve min. 8" and 3-course all base flashing lap seams with silver mastic-fiberglass mesh-silver mastic.
  - c. Roof Surfacing - apply two coats highly reflective silver coating at rate of .75 gal/sq (total of 1.5 gallons/square).
4. BUR Roof Sections – remove existing assembly, provide slope, install new multiply roof assembly (see West Roof).
5. Concrete Roof Sections– Remove existing coating down to concrete deck, prime with epoxy primer, apply two coats high tensile strength urethane, reinforce corners and interfaces with polyester fabric. Urethane to be white or grey in color.

6. High Roof Coping (approx. 215 LF) – replace West Section (East will remain for now) with new kynar coated .040, two piece coping, cleated on outside to meet ANSI SPRI wind uplift requirements.
- a. Total Tear off – outside leg approx. 11.5” (Contractor responsible for own measurements)
7. Miscellaneous Coping (approx. 145 LF) – replace with new kynar coated .040, one piece, fully cleated on both sides of wall to meet ANSI SPRI wind uplift requirements.
8. Expansion Joint (approx. 35 LF) – replace with new kynar coated .040 aluminum.
9. Equipment/Penetrations:
- a. (2) Skylights – replace existing with new, 42” square
- b. (2) Internal Drains – provide 4’ square .5:12 sump details, new lead flashings, re-thread existing bowl to accommodate new drain ring and stainless steel bolts. new cast iron strainer.
- c. (3) through Wall Scuppers/Conductor Heads – provide new conductor heads, kynar coated .040. Re-use existing downspout.
- d. Existing HVAC Unit – Re-use existing stand, mount stand to concrete deck, install new gooseneck detail.
- e. (3) Fan Units – Re-use existing, raise as needed to achieve minimum 8” base flashing height.
- f. Roof Hatch – Re-use existing, raise as needed to achieve minimum 8” base flashing height.

### Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.08	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Concrete Deck	\$ 1.82	3450	SF	\$ 6,279
2.67	Tear-off & Dispose of Debris: MULTIPLIER - TEAR-OFF & DISPOSE OF DEBRIS Each Additional Roof System - Lightweight Concrete	50%	3450	%	\$ 3,140
6.20.01	Roof Deck and Insulation Option: CONCRETE ROOF DECK - COLD PROCESS APPLICATION - INSULATION OPTION: - Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	\$ 4.16	3450	SF	\$ 14,352

4.22	Insulation Recovery Board & Insulations Options: RECOVERY BOARD TYPE Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered with Insulation Adhesive	\$ 1.66	3450	SF	\$ 5,727
4.53	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	\$ 5.43	3450	SF	\$ 18,734
12.12.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: BASE PLY OPTION: - ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 3.83	3450	SF	\$ 13,214
12.31.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Cap Sheet, Flood Coat and Aggregate Adhered in Cold Process Modified Asphalt: ROOFING MEMBRANE OPTION: - ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	\$ 6.24	3450	SF	\$ 21,528
20.11.02	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt:FLASHING OPTION: - BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 14.66	425	SF	\$ 6,231
5.31	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (1 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	\$ 1.54	3	SF	\$ 5

23.107	Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets: Install & Connect new 4" roof drain & Flashing; Excluding Plumbing	\$ 650.00	2	EA	\$ 1,300
15.23	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : ELASTOMERIC URETHANE COATING FOR SMOOTH OR MINERAL SURFACED MODIFIED ROOFS Power wash & Clean with TSP or Simple Green; Use Portable Blowers the Clear the Roof of Moisture; Install Base Coat / Top Coat as Specified (Urethane 2 Gallons per Sq.)	\$ 5.43	450	SF	\$ 2,444
23.129	Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets: Scupper, .050 Aluminum, match existing configuration	\$ 226.00	3	LF	\$ 678
	Metal Stretch Out Detail: Install - 8", .040 Aluminum, 1 Bend,	\$ 6.33	264		\$ 1,671
	Metal Stretch Out Detail: 12" .040 Aluminum, 4 Bends	\$ 8.73	325		\$ 2,837
	Metal Stretch Out Detail: 10", .040 Aluminum, 4 Bends	\$ 8.27	142		\$ 1,174
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 99,312</b>
22.44	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF Multiplier Applied when Roof Size is Less than 5,000 SF, but Greater than 3,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	35%		%	\$ 34,759
22.12	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF HAS LARGE AMOUNT OF PENETRATIONS / ROOF TOP OBSTRUCTIONS Multiplier Applied when Open Roofing Area is Limited Due to a Large Number of Roof Penetrations such as Soil Stacks, Sky Lights, Roof Drains, Exhaust Vents, HVAC Units, etc., or when there are a Large Amount of Roof Top Obstructions such as: Pipes, Duct Work, Electrical Wires, Hoses, etc.	50%		%	\$ 49,656
	<b>Sub-Totals After Multipliers</b>				<b>\$ 183,727</b>

<b>Base Bid Total Maximum Price of Line Items under the MICPA:</b>	<b>\$ 183,727</b>
<b>Base Bid Price Based Upon Market Experience:</b>	<b>\$ 148,124</b>

**Garland/DBS Price Based Upon Local Market Competition:**

<b>1</b>	<b>KBT Contracting Corp.</b>	<b>\$ 148,124</b>
2	National Building Contractors	\$ 158,359
3	TeamCraft Roofing	\$ 165,150

**Pricing Breakdown:**

Contractor Labor, Non-Garland Material and Equipment:	\$ 74,000
Garland Materials:	\$ 53,722
Freight	\$ 5,550
Insurance and Bonding	\$ 4,832
DBS OHP	\$ 10,020
<b>Base Bid Price:</b>	<b>\$ 148,124</b>

In Process

**Alternate 1: Silo #2 or #3**

1. Remove existing roof assembly down to concrete deck.
2. Install ¼:12 tapered and gypsum recovery board.
3. New Waterproofing Membrane:
  - a. Install waterproofing base sheet in cold process adhesive
  - b. Install high strength mineral urethane top sheet in cold process adhesive
- Metal Edge – Install kynar coated .040 aluminum edge metal; drain by means of scupper or gutter
5. Vents – re-use existing, raise to achieve 8” minimum height
6. Slurry Hose Penetrations: Install premanufactured stainless steel gooseneck, through roof penetration
7. Roof Membrane to Silo Detail – reinforce with polyester fabric and liquid applied urethane-asphalt flashing material, top with granules. By mechanical means (wire wheel or other), remove areas of rust from Silo base in preparation for liquid flashing detail.

## Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.08	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Concrete Deck	\$ 1.82	600	SF	\$ 1,092
2.67	Tear-off & Dispose of Debris: MULTIPLIER - TEAR-OFF & DISPOSE OF DEBRIS Each Additional Roof System - Lightweight Concrete	50%	600	%	\$ 546
6.20.01	Roof Deck and Insulation Option: CONCRETE ROOF DECK - COLD PROCESS APPLICATION - INSULATION OPTION: - Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	\$ 4.16	600	SF	\$ 2,496
4.22	Insulation Recovery Board & Insulations Options: RECOVERY BOARD TYPE Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Adhered with Insulation Adhesive	\$ 1.66	600	SF	\$ 996
4.53	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	\$ 5.43	600	SF	\$ 3,258
12.12.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: BASE PLY OPTION: - ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 3.83	600	SF	\$ 2,298

12.31.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Cap Sheet, Flood Coat and Aggregate Adhered in Cold Process Modified Asphalt: ROOFING MEMBRANE OPTION: - ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	\$ 6.24	600	SF	\$ 3,744
20.11.02	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt:FLASHING OPTION: - BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 14.66	100	SF	\$ 1,466
23.107	Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets: Install & Connect new 4" roof drain & Flashing; Excluding Plumbing	\$ 650.00	2	EA	\$ 1,300
23.129	Roof Drainage, Scuppers, Stacks, Curbs and Pitch Pockets: Scupper, .050 Aluminum, match existing configuration	\$ 226.00	2	LF	\$ 452
	Metal Stretch Out Detail: Install - 8", .040 Aluminum, 1 Bend,	\$ 6.33	70		\$ 443
	Metal Stretch Out Detail: 12" .040 Aluminum, 4 Bends	\$ 8.73	110		\$ 960
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 19,051</b>
22.41	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS LESS THAN 1,000 SF Multiplier Applied when Roof Size is Abnormally Small Less than 1,000 SF Situation Creates the Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor to be Allocated Across a Very Small Roof Area Causing Fixed Costs to be Large Portion of Job Costs	100%		%	\$ 19,051
	<b>Sub-Totals After Multipliers</b>				<b>\$ 38,103</b>

<b>Base Bid Total Maximum Price of Line Items under the MICPA:</b>	<b>\$ 38,103</b>
<b>Alternate 1 Price Based Upon Market Experience:</b>	<b>\$ 23,134</b>

**Garland/DBS Price Based Upon Local Market Competition:**

<b>1 KBT Contracting Corp.</b>	<b>\$ 23,134</b>
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**Pricing Breakdown:**

Contractor Labor, Non-Garland Material and Equipment:	\$ 15,000
Garland Materials:	\$ 4,526
Freight	\$ 500
Insurance and Bonding	\$ 1,320
DBS OHP	\$ 1,788
<b>Base Bid Price:</b>	<b>\$ 23,134</b>

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2018.

**Clarifications/Exclusions:**

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Bonds are included.
3. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Joe Slovasky*

Joe Slovasky  
Garland/DBS, Inc.  
(216) 430-3523

## City of Palm Coast, Florida Agenda Item

Agenda Date: 12/4/2018

<b>Department</b>	FIRE	<b>Amount</b>	\$90,000.00
<b>Item Key</b>	4793	<b>Account</b>	
<b>Subject</b>	RESOLUTION 2018-XX APPROVING PIGGYBACKING THE ORANGE COUNTY CONTRACT WITH FISHER SCIENTIFIC LLC FOR THE PURCHASE OF FIRE RESCUE HAZMAT SUPPLIES, EQUIPMENT AND BUNKER GEAR		
<b>Background :</b>			
<b><u>UPDATE FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>			
This item was heard by City Council at their November 27, 2018 Workshop. There were no changes suggested to this item.			
<b><u>ORIGINAL BACKGROUND FROM THE NOVEMBER 27, 2018 WORKSHOP</u></b>			
<p>There are several purchases of supplies and equipment that the Fire Department needs in order to provide for the life, health, and safety of our residents and firefighters. Staff is requesting approval of piggybacking the Orange County Contract with Fisher Scientific for the purchase of fire rescue hazmat supplies, equipment and bunker gear.</p> <p>City staff is recommending piggybacking the Orange County Contract (# Y17-1095C-MC) with Fisher Scientific, LLC through December 7, 2019 for the purchase of fire rescue hazmat supplies, equipment and bunker gear. 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.</p> <p>Since the underlying contract is an agreement on a per unit price basis, City staff will make purchases on an as needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018-19 budget includes available funding in the City's Fire Department budget to purchase fire rescue hazmat supplies, equipment and bunker gear. City staff estimates that the City will expend approximately \$90,000 annually under this piggyback contract.</p>			
<b>Recommended Action :</b>			
Adopt Resolution 2018-XX approving piggybacking the Orange County contract with Fisher Scientific for the purchase of fire rescue hazmat supplies, equipment and bunker gear.			

**RESOLUTION 2018-\_\_\_\_**  
**BUNKER GEAR AND**  
**RELATED FIRE EMERGENCY RESPONSE SUPPLIES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE ORANGE COUNTY AGREEMENT WITH FISHER SCIENTIFIC LLC FOR THE PURCHASE OF BUNKER GEAR, AND RELATED FIRE EMERGENCY RESPONSE SUPPLIES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Palm Coast Fire Department provides emergency response to residents and visitors; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Orange County contract with Fisher Scientific LLC for the purchase of bunker gear and related fire emergency response supplies.

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

**SECTION 1. APPROVAL OF PIGGYBACKING AGREEMENT.** The City Council of the City of Palm Coast hereby approves piggybacking the Orange County contract with Fisher Scientific LLC for the purchase bunker gear and related fire emergency response supplies, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with 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 its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 4th day of December 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachments: Exhibit A – Piggyback Contract Orange County and Fisher Scientific LLC

Approved as to form and legality

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



# City of PALM COAST

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

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

Mr. Michael Botet, Sales Mgr.  
Fisher Scientific, LLC  
300 Industry Drive  
Pittsburgh, PA 15275

RE: Engagement Letter Authorizing Piggyback

Fire Rescue Hazmat Supplier and Equipment  
Contract Name

Y17-1095C-MV  
Contract Reference

Dear Mr. Botet,

*In Process*

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

All invoices should be sent via email to [ap@palmcoastgov.com](mailto:ap@palmcoastgov.com). If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below, if you have any questions.

Regards,

*Rose Conceicao*

Rose Conceicao  
Risk Management & Contract Coordinator  
rconceicao@palmcoastgov.com

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

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

Print: Beau Falgout

Title: Interim City Manager

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

DocuSigned by:

By: Michael Botet

(Authorized Corporate Officer)

Print Name: Michael Botet

Title: sales manager

Date: Oct 22, 2018 | 8:06 AM EDT

# City of Palm Coast, Florida Agenda Item

Agenda Date : 12/04/2018

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	4790	<b>Account</b>
		<b>#</b>
<b>Subject</b>	PRESENTATION BY SGR - UPDATES ON THE CITY MANAGER SEARCH	
<b>Background :</b>	At the request of City Council, SGR will provide an update to the City Manager search and the public input meetings held in October.	
<b>Recommended Action :</b>	For presentation.	



# CITY MANAGER

## PALM COAST, FLORIDA



# THE COMMUNITY

Boasting beautiful natural vistas and endless recreational opportunities, the City of Palm Coast, Florida, is situated on 96 square miles along saltwater and freshwater canals and the Intracoastal Waterway, just minutes from pristine Atlantic Ocean beaches. The growing, dynamic community of 86,516 is located in Flagler County, with Interstate 95 running through the City and intersecting with Interstate 4, providing convenient connectivity with Daytona Beach and Tampa.

One of Florida's newest cities, Palm Coast was incorporated in 1999 and offers a vibrant lifestyle in a scenic natural environment. The City was originally developed by ITT Community Development Corporation beginning in the 1970s. It was marketed as a retirement community in the early years but is now home to many families and people of all ages. Palm Coast was one of the fastest-growing cities in the United States in the early 2000s and growth is expected to continue.

The City has a dozen beautiful parks, 125+ miles of connecting trails and paths for walking/bicycling, abundant fishing and boating, world-class tennis and golf, birding along Great Florida Birding & Wildlife Trails, and recreational programming for residents and visitors of all ages. The Indian Trails Sports Complex hosts soccer, lacrosse, baseball, and other athletic tournaments for teams throughout the Southeast. Special events include the Arbor Day celebration, the Birds of a Feather Fest, the Intracoastal Waterway Cleanup, Movies in the Park, Food Truck Tuesdays, the Palm Coast & the Flagler Beaches Senior Games, the Starlight Event & Parade, and much more.

Flagler County Schools, Florida Hospital Flagler, Palm Coast Data, Publix Supermarkets, and Hammock Beach Resort are the area's major employers. High profile major development projects underway or recently completed include: Shoppes of Palm Coast (Tractor Supply, Aldi, Starbucks, and Taco Bell), Island Walk Shopping Center (Hobby Lobby, Tuesday Morning, Publix, IHOP, etc.), FPL Category 5-rated Service Center, Florida Hospital Flagler major expansion, Creekside at Grand Haven (residential), Moonrise Brewery, Grand Landings Phase 3 (residential), and Matanzas Lake subdivision (residential).

Flagler County Public Schools serves approximately 13,000 K-12 students in Palm Coast. The district consists of nine campuses, including five elementary, two middle schools, two high schools, one virtual school, and two charter schools. Flagler Schools leverages a full-range of technology and digital resources for students and has partnered with the community to bring Flagship Choice Programs to all of its schools, allowing students to explore careers from the earliest grade levels. Students can explore and grow in the worlds of agriculture, aerospace, green technology, health science, engineering and computer science, marine research, finance and business, leadership, the arts, and more. Currently there are 22 Flagship Programs spanning grades K-12 that provide an enriched education infused with the essentials for college and career readiness. All schools offer a variety of extracurricular activities and clubs.

# THE COMMUNITY

CONTINUED

For those seeking higher education, Daytona State College has a campus in Palm Coast (Flagler/Palm Coast Campus). Regionally, colleges and universities include: Embry-Riddle Aeronautical University and Bethune-Cookman University in Daytona Beach; Stetson University in DeLand; the University of Central Florida in Orlando (with a campus in Daytona Beach); Flagler College and the University of St. Augustine for Health Sciences in St. Augustine; University of North Florida in Jacksonville; and the Florida Coastal School of Law in Jacksonville.

The City has a median household income of \$49,207 and an average home value of \$211,100.

## GOVERNANCE AND ORGANIZATION

### MISSION

To provide our residents, visitors, and business community with exceptional government services in order to improve the quality of life, grow the local economy, and protect the natural environment through a planned integrative approach using available technology.

### VISION

A multigenerational community recognized as one of Florida's premier cities that values...

- Building a diverse, sustainable economic base to support innovation while providing necessary infrastructure and services
- Providing exceptional amenities and standards that support a high-quality lifestyle
- Protecting the environment and beauty of Palm Coast while conserving natural resources.

### VALUES

**Pride** - Passion in working together for a better tomorrow

**Accountability** - Accept responsibility for our actions and decisions

**Leadership** - Courage to shape our City today and into the future in a transparent manner

**Motivated** - Seek continuous improvement in all services

**Collaborative** - Dedicated to building partnerships that address community concerns and needs

**Ownership** - Responsible for our actions and inactions

**Achievement** - Seek excellence in all that we do

**Stewardship** - Protectors of our natural environment

**Trust** - Mindful of our responsibility, we pledge to use taxpayer resources (time, talent, money) efficiently

# GOVERNANCE AND ORGANIZATION

CONTINUED



Palm Coast operates under the council-manager form of government composed of the Mayor and four City Council members who act as the political head of the City and are responsible for setting policy, approving the budget, determining the tax rate, and formulating broad long-term policies that outline the City's public function. The Mayor and Council members are elected at-large, for a term of four years and may serve no more than two consecutive four-year terms in the same seat. The City Manager is appointed by Mayor and Council and implements the policies of the Council, in addition to directing day-to-day operations, preparing the annual budget, overseeing personnel matters, recommending policies or programs to the Council, and keeping the Council fully advised of the financial and other conditions of the City.

The City provides a full-range of municipal services supported by approximately 450 full-time, 4 part-time, and 70 seasonal/temporary employees represented by unions administered under their respective collective bargaining agreements. The FY 2019 annual budget is approximately \$143.7 million, including a general fund of \$37.4 million, with an ad valorem millage rate of 4.6989.

The City Manager's direct reports include the City Clerk, Administrative Services & Economic Development Director, Finance Director, Information Technology Director, Utility Director, Fire Chief, Parks & Recreation Director, Community Development Director, Public Works Director, Human Resources Director, and Executive Assistant. Police protection is provided through an interlocal agreement with the Flagler County Sheriff's Department.

Palm Coast has a tradition of using cross functional/departmental teams to implement the City Council's targeted objectives, strategies, and goals. The use of a team approach is an effort to foster individual skills and highlight the talent that exists within the City's workforce. There are currently approximately 25 different cross functional teams working on community goals and challenges.

# CHALLENGES AND OPPORTUNITIES



## **Public-Private Partnership (P3) for Palm Coast’s “FiberNet”**

Palm Coast commissioned the construction of the City’s FiberNet, a high-speed fiber-optic backbone to connect all City sites and facilities in 2004. Currently, FiberNet’s assets include nearly 60 route miles of conduit and 54 miles of high-count fiber cable. The City’s economic development goals include the attraction of dynamic, high-paying technology jobs, bolstered by the enhancement of its advanced world-class public network. A broadband strategic plan with Magellan Advisors was recently completed to map out a public-private partnership whereby the City will focus its efforts on the expansion and maintenance of the fiber network, while its yet to be determined P3 partner focuses on lighting and operating the network for the benefit of the community. The successor City Manager will play a key role in the development of the P3 and the attainment of the City’s vision for FiberNet.

## **Department of Public Works (DPW) Complex Replacement**

The City’s CIP has identified a growing need to address its aging DPW complex, at an estimated cost of \$20 million. There have been some discussions regarding the potential funding source to replace the complex, but a resolution will likely involve the development of proposed funding strategies by the next City Manager.

## **Economic Diversification & Business Friendly Development**

One of Palm Coast’s goals is to be recognized as a community that encourages development consistent with its evolving vision; this will likely require innovative strategies that will increase development investment opportunities. The next City Manager will help the City Council and community refine the future vision for Palm Coast and promote the continued transition of the community from a largely residential planned community to a more diverse, mixed-use, residential, commercial, high-tech, and high-skill business center in an effort to diversify the City’s tax base.



# CHALLENGES AND OPPORTUNITIES

CONTINUED

## Infrastructure Improvement

Because of Palm Coast’s history as a planned community, virtually all its underground infrastructure and most of its streets were constructed around the same timeframe, resulting in a growing need for repairs and upgrades. Some steps have been taken in anticipation of the reinvestment in infrastructure through identified funding mechanisms; however additional CIP resources will need to be identified and/or re-allocated to address anticipated future capital needs.

## Innovation District/Opportunity Zone

Palm Coast’s Town Center area has been infrastructure-ready for several years, but its intended vision has yet to be fully realized. The City and Community Redevelopment Area (CRA) recently took a fresh look at the area and made the development of Town Center a high priority through its designation as an “Innovation District.” The designation is intended to leverage proximity, density, and authenticity and create an experiential-living hub where residents can live, work, and play. As part of the focus, an Innovation Kick Start Program was established to incentivize development in the district by the end of 2020.

## Workforce Housing

Although single-family residential price points exist at all levels in Palm Coast, there is an increasing need to address workforce housing opportunities that support the emerging economic development vision of the community.



# IDEAL CANDIDATE



The City of Palm Coast seeks an enthusiastic leader with a commitment to professionalism and a dedication to public service. The ideal candidate will have a demonstrated track record of resourceful, entrepreneurial approaches to development and must be willing to consider creative strategies to address high-growth community issues and challenges. The next City Manager will have a sense of vision for both the organization and community that will ensure sustainable future growth.



A candidate with a strong financial background and sound business acumen, including long-term capital planning and budgeting skills, is strongly desired. An ability to cultivate and maintain a positive relationship with the City Council and help build consensus while guiding the future direction of the City will be essential. Open-minded and flexible, the new City Manager will have a demonstrated commitment to continuous process improvement and the aggressive pursuit of state and federal grant funding opportunities that will help the City continue to provide a high quality of life to residents.

The new City Manager will be a seasoned team-builder with a collaborative, pro-active management style. The City Manager will foster a culture of transparency and accountability throughout the organization. A delegator, as opposed to a micromanager, the ideal candidate will be comfortable allowing senior leadership to manage their respective operations with broad direction. A candidate who has an ability to coach, mentor, motivate, and build a high-performance, results-driven team and a commitment to the professional development of employees will be successful.



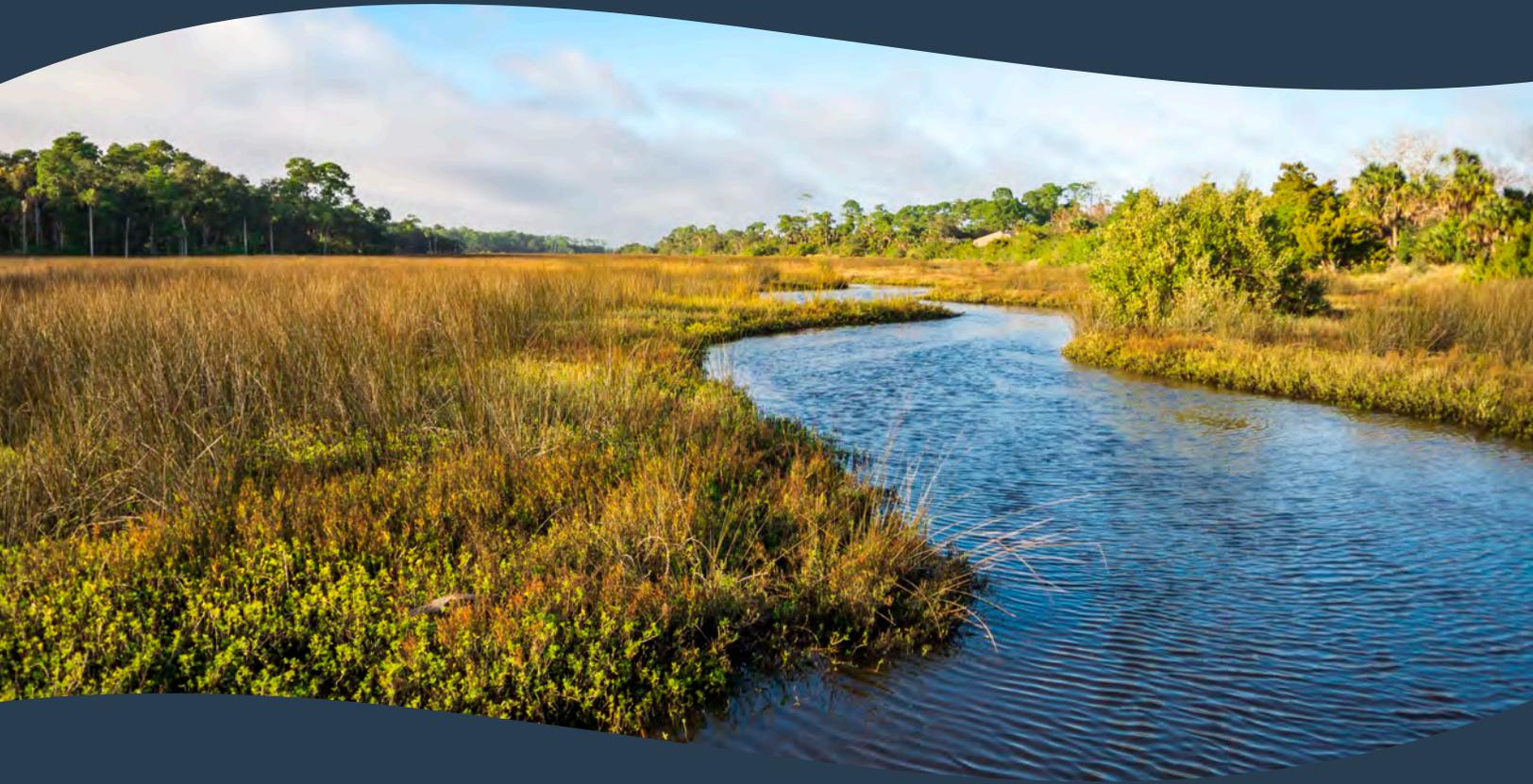
The chosen candidate will be accessible and possess exceptional interpersonal and communication skills, with the ability to educate and effectively convey information and ideas to individuals at all educational levels. The City Manager will be highly visible in the community and should be comfortable dealing with a high level of citizen and business engagement. Personable, humble, and easy-going, the ideal candidate will have a strong sense of humor, and the soft skills, emotional intelligence, and public relations experience needed to build strong relationships with staff, Council, citizens, intergovernmental agencies, and the media.

Excellent negotiation skills, collective bargaining experience, and the ability to help stakeholders come to consensus on community issues are essential qualifications. Thorough knowledge of emergency management practices, state/FEMA reimbursement processes, and water, wastewater, and stormwater systems is a plus.

# EDUCATION AND EXPERIENCE

The selected candidate must hold a bachelor's degree in public administration, business administration, or a related field; a master's degree is preferred. A minimum of eight years of progressively responsible experience in a city manager's office managing and administering a municipal government and/or as a department head is required. Any combination of education and experience that provides the required knowledge and skills will also be considered.

The final selected candidate shall establish residency within the corporate limits of the City within six (6) months of appointment. Upon request, residency may be extended by the City Council for an additional six-month period.



# COMPENSATION AND BENEFITS

The City of Palm Coast offers a competitive salary depending on qualifications and experience. The City provides a generous benefits program including health, dental, life insurance, and paid vacation and sick leave.



# APPLICATION PROCESS

Please apply online at: <http://bit.ly/SGRCurrentSearches>

For more information on this position contact:

**Doug Thomas, Senior Vice President**  
Strategic Government Resources  
[DouglasThomas@GovernmentResource.com](mailto:DouglasThomas@GovernmentResource.com)  
540-820-0531



This position is open until filled. To view the status of this position, please visit:  
<http://bit.ly/SGRCurrentSearches>

The City of Palm Coast is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check. **Pursuant to the Florida Public Records Act, all applications are subject to public disclosure upon receipt; however, public record requests regarding candidates do not typically occur prior to the selection of semifinalists and/or finalists.**

# RESOURCES

**City of Palm Coast**  
[palmcoastgov.com](http://palmcoastgov.com)

**Strategic Plan**  
[bit.ly/PalmCoastStrategicPlan](http://bit.ly/PalmCoastStrategicPlan)

**Comprehensive Plan**  
[palmcoastgov.com/about/comp-plan](http://palmcoastgov.com/about/comp-plan)

**FY 2019 Annual Budget**  
[palmcoastgov.com/government/finance/budget-preparation](http://palmcoastgov.com/government/finance/budget-preparation)

**Flagler County Department of Economic Opportunity**  
[FlaglerCountyEDC.com](http://FlaglerCountyEDC.com)

**Public Schools Website**  
[flaglerschools.com](http://flaglerschools.com)

**Follow Us**





STRATEGIC  
GOVERNMENT  
RESOURCES

### **Palm Coast, Florida City Manager Position Profile Interview Background**

In conjunction with the Palm Coast, Florida City Manager search, SGR's Senior Vice President Doug Thomas would like to meet with all City Council Members to secure an initial understanding of the unique culture, needs and desires of the organization and community to assist in the marketing and recruitment of the successor City Manager. Additionally, I would like to interview a variety of other stakeholders including all Senior Staff and direct reports, and other appropriate community representatives as part of SGR's understanding of the position, desired attributes in the successor City Manager, and to gain a comprehensive understanding of both the culture of the municipal organization and the community. We have also discussed holding a public community meeting where I would facilitate a discussion regarding the recruitment process and to solicit feedback from residents about what they believe are the most important community issues and what they would like to see in the new City Manager. The information gathered from these meetings will be used to develop a Position Profile Brochure which SGR will use to market the opportunity, as well as to assist the firm in evaluating applicants and best identify individuals who most closely match the desired background and experience of the final candidates for consideration. Following the election and seating of the new City Council in November, I will reach out to any newly-elected City Council Members to determine if anything substantive has changed regarding the position and related issues the new City Manager will likely face vis-à-vis information secured in my initial interviews to assist me in the evaluation of prospective candidates.

Information discussed at the Position Profile Interviews typically includes the following questions regarding the organization, community, and issues that the next City Manager will likely face. The format of the interview is designed to be a free flowing discussion to provide individuals the opportunity to suggest other information that may be pertinent to the search process:

- What should be the full range of qualifications and abilities of the preferred candidates?

- What should be the minimum and preferred educational attainment level for potential candidates?
- What should be the minimum and preferred municipal or local government experience for potential candidates?
- Should a candidate with little to no municipal or local government experience be considered? Is the City Council interested in considering candidates with solely private sector experience, and if so, what business sectors may be of interest to the City?
- What type of experience is most important for this position?
- Are there any special requirements, certifications, education or experience that would be very beneficial or considered a benefit for potential candidates?
- What would you like to see the successful candidate accomplish in his/her first year and within their first three years?
- What are the greatest selling points about living, working, and raising a family here?
- What are the current and anticipated future issues and challenges facing the City organization and the community?
- What are the specific goals and objectives that you would want to have studied, considered, addressed, and hopefully accomplished in the next one to two years, three to four years, and five to seven years down the road?
- What is your vision for the organization (or community) in the next two, five, and seven to ten years?
- Are there any other issues or concerns about the organization, community, or the search process which should be noted?
- Is there a desired starting salary range and benefit package for the successor City Manager?

Individuals/Representatives that are typically asked to participate in Position Profile Interviews include the following:

- All City Council Members (individually)
- All Senior Staff and Direct Reports
- City Union and/or Employee Association Leadership
- Chamber of Commerce
- Economic Development Partners
- Any Intergovernmental Partners
- County Manager and/or Chair of County Commission (if appropriate)
- Major Employers
- Area Ethnic organizations
- Public School District
- Area Colleges/Universities (if a relationship with the City exists)
- Area Hospitals (if a relationship with the City exists)

- Neighborhood Association Leadership
- Downtown Development Authorities/Business Improvement Districts
- Area Foundations and/or Philanthropic Agencies
- Community Activists
- Other community stakeholders/partners that the City believes are appropriate

Interviews with City Council Members typically take 60 minutes, with other internal staff interviews and external interviews usually comprising 30-45 minutes. I prefer to meet with internal representatives in individual meetings (Department Heads can be grouped if necessary), and can meet with external stakeholders either individually or in related groups depending upon scheduling needs. I am also open to meet with more than one representative from a particular organization as needed, but typically would request that they be scheduled as a group interview if at all possible. The profile interviews are normally scheduled in a conference room at City Hall for scheduling convenience and can take 2-3 days, depending upon the number of individuals who participate in the process. It is extremely helpful to have someone locally coordinate and set the interview schedule, as they are often in the best position to balance the inherent individual needs and related challenges associated with scheduling City and community leaders. Lastly, if certain individuals are not available during the days the Position Profile Interviews take place, I can schedule follow-up telephone calls as necessary with such individuals.

**Proposed Palm Coast City Manager Search Timeline using 12/07 as Launch Date**

	<b>Running Timeline</b>	<b>Typical Search Process Running Milestones</b>	<b>SGR's Recommendations &amp; Notes (City Council Meeting Dates with SGR in Red)</b>
<b>Initial Profile Interviews</b>		October 24th - 26th, 2018	
<b>Draft Position Profile &amp; Recommended Ad Language/Placements to City</b>		Monday, November 19, 2018	
<b>Position Profile Brochure is finalized</b>	<b>Day 1</b>	<b>Friday, December 7, 2018</b>	
<b>Job Posted/Ads Placed</b>	<b>Day 2</b>	Saturday, December 8, 2018	Launch on Friday, December 7th & Post for 30 Days
<b>Deadline for first review of applications</b>	<b>Day 32</b>	Monday, January 7, 2019	Position Closes
<b>Send Resume Book /Power Point Presentation to Recruiter</b>	<b>Day 36</b>	Friday, January 11, 2019	<i>Internal steps with SGR</i>
<b>SGR meets with City to review Applicant pool / selection of Semifinalists</b>	<b>Day 39</b>	Monday, January 14, 2019	<b>Schedule ~2-hour meeting January 17th, or 18th</b>
<b>References/Release Forms Due from Candidate</b>	<b>Day 43</b>	Friday, January 18, 2019	<i>TBD based upon Triage/Selection of Semifinalists - Internal steps with SGR</i>
<b>Stage 1 Media Search Due</b>	<b>Day 49</b>	Thursday, January 24, 2019	<i>TBD based upon Triage/Selection of Semifinalists - Internal steps with SGR</i>
<b>Questionnaire Due</b>	<b>Day 47</b>	Wednesday, January 23, 2019	<i>TBD based upon Triage/Selection of Semifinalists - Internal steps with SGR</i>
<b>Online Interviews Due from Candidate</b>	<b>Day 47</b>	Wednesday, January 23, 2019	<i>TBD based upon Triage/Selection of Semifinalists - Internal steps with SGR</i>
<b>Semifinalist briefing books delivered to City</b>	<b>Day 53</b>	Monday, January 28, 2019	<b>TBD based upon Trigae/Selection of Semifinalists</b>
<i>Semifinalist briefing books include cover letters, resumes, and questionnaires</i>			
<b>Online interviews emailed to City</b>	<b>Day 53</b>	Monday, January 28, 2019	<b>TBD based upon Trigae/Selection of Semifinalists</b>
<b>SGR meets with City to review Semifinalists and facilitate selection of Finalists</b>	<b>Day 60</b>	Monday, February 4, 2019	<b>Schedule ~ 2-hour meeting for January 30th or February 4th</b>
<b>Disc Assessments Due from Candidates</b>	<b>Day 63</b>	Thursday, February 7, 2019	<i>TBD based upon Finalists selection date - Internal steps with SGR</i>
<b>First Year Game Plan Due from Candidates</b>	<b>Day 68</b>	Wednesday, February 13, 2019	<i>TBD based upon Finalists selection date - Internal steps with SGR</i>
<b>Background Checks Due</b>	<b>Day 75</b>	Wednesday, February 20, 2019	<i>TBD based upon Finalists selection date - Internal steps with SGR</i>
<b>Stage 2 Media Searches Due</b>	<b>Day 75</b>	Wednesday, February 20, 2019	<i>TBD based upon Finalists selection date - Internal steps with SGR</i>
<b>Finalist briefing books delivered to City</b>	<b>Day 77</b>	Thursday, February 21, 2019	<b>TBD depending upon selection of Finalists meeting date</b>
<i>Finalist briefing books include DiSC assessments and comprehensive media reports</i>			
<b>Interview Start Date</b>	<b>Day 85</b>	Thursday, February 28, 2019	<b>Option 1: 2 Back-to-Back Days (February 28th - March 1)</b> <b>Option 2: 2 Back-to-Back Days Week of March 4th (Coordinate with another Client)</b> <i>Non-Local Candidates arrive the night preceding 2-Day interview process</i>

**Palm Coast City Manager**  
160 Lake Ave., Palm Coast, FL 32164

Deadline for First Review of Applications: ~30 days following posting

**Proposed Ad Placements:**

1. SGR Job Board – \$0
2. League of Women in Government - \$0
3. ICMA - \$450
4. NFBPA - \$350
5. Local Government Hispanic Network \$75
6. Florida League of Cities - \$0
7. Florida City/County Management Association (FCCMA) - \$0
8. Texas Municipal League – \$0
9. National League of Cities - \$350
10. Ohio City/County Management Association \$0
11. Florida Association of Counties Job Recruitment Service - \$100
12. CareersinGovernment.com - \$275
13. American Public Power Association (APPA) - \$350
14. Florida Trend - \$325

**Proposed Ad Language:**

Boasting beautiful natural vistas and endless recreational opportunities, the City of Palm Coast is situated on 96 square miles along saltwater and freshwater canals and the Intracoastal Waterway in Northeast Florida, just minutes from pristine Atlantic Ocean beaches. One of Florida's newest cities, the growing, dynamic community of 86,516 provides a full array of municipal services, including fiber, with 450 full-time, 4 part-time, and 70 seasonal/temporary employees with a budget of \$143.7 million. The city operates under the council-manager form of government with a Mayor & four Council Members.

The successor City Manager should have a demonstrated track record of resourceful, entrepreneurial approaches to development, willing to consider creative strategies to address high-growth community issues and challenges and have a sense of vision for both the organization and community that will ensure sustainable future growth.

The ideal candidate must hold a bachelor's degree in public administration, business administration, or a related field; a master's degree is preferred. A minimum of eight years of progressively responsible experience in a City Manager's office or as a Department Head in the management and administration of a municipal government is desired. Any combination of education and experience that provides the required knowledge and skills will also be considered. The final selected candidate shall establish residency within the corporate limits of the City within six (6) months of appointment.

View complete position profile and apply online at:  
<http://bit.ly/SGRCurrentSearches>

For more information on this position contact:

**Doug Thomas, Senior Vice President**  
Strategic Government Resources  
[DouglasThomas@GovernmentResource.com](mailto:DouglasThomas@GovernmentResource.com)  
(863) 860-9314

# City of Palm Coast, Florida Agenda Item

Agenda Date: 12/04/2018

<b>Department</b> CITY CLERK	<b>Amount</b>
<b>Item Key</b>	<b>Account</b>
<b>Subject</b> CALENDAR/WORKSHEET	
<b>Background :</b>	
<b>Recommended Action :</b>	



**Meeting Calendar for 12/4/2018 through 12/31/2018**

**12/4/2018 10:00 AM**

Animal Control Hearing  
City Hall

**12/4/2018 6:00 PM**

City Council  
City Hall

**12/5/2018 10:00 AM**

Code Enforcement Board  
City Hall

**12/6/2018 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**12/11/2018 9:00 AM**

City Council Workshop  
City Hall

**12/18/2018 9:00 AM**

City Council  
City Hall

**12/19/2018 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

#	File #	Item	Title	Staff
			<b>Workshop 12/11/2018</b>	
1		Presentation	Reuse Master Plan	Adams/Ashburn
2		Presentation	City Council Priorities	Bevan
3		Presentation	Citizen's Survey	Bevan
4		Resolution	Salesforce software	Burkhart
5		Resolution	City Wide Security Assessment and Master Plan	Burkhart
6		Resolution	Piggyback IT Advisory Consulting Srvcs	Burkhart
7		Resolution	Project Price is Right Incentive Agreement	Newingham
8		Resolution	CDBG Annual Report	Papa
9		Resolution	Aquatic Management	Peel
			<b>Business 12/18/2018</b>	
1		Resolution	Salesforce software	Burkhart
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			<b>Workshop 12/25/2018-CITY OFFICES CLOSED CHRISTMAS DAY</b>	
			<b>Business 01/01/2019-CITY OFFICES CLOSED NEW YEAR'S DAY</b>	
			<b>Workshop 01/08/2019</b>	

			<b>Business 01/15/2019</b>	
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			<b>Workshop 01/29/2019</b>	
1		Ordinance	Animal Control amendment	Grossman
			<b>Business 02/05/2019</b>	
1		Ordinance 1st	Animal Control amendment	Grossman
2		Presentation	Employee Calendar Contest Winners	Mini
			<b>Future</b>	
1		Resolution	Piggyback MRO supplies	Adams
2		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Roussell
3		Resolution	Annual Fire Inspection Fees	Alves

<b>4</b>	Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
<b>5</b>	Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
<b>6</b>	Resolution	BBI GMP Contract	Cote

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# **Communications Interlocal Agreement and 800MHz Radio System**

**City Council Business Meeting**

**November 27, 2018**

# City Council

## Strategic Action Plan Priorities

- Develop a plan for emergency communication upgrades in consultation with Flagler County and other partners
- Work with County Technology Team on emergency communications to identify solutions for areas with poor or no reception

# Background

- In 2009, City and County entered into ILA to merge 800 MHz infrastructure to improve interoperability
  - Transferred Singe City Tower to County System
  - Provided for future expansion with City Capital Contribution
- Technology has changed and expansion of existing system no longer feasible or logical
- City and County working together to implement new P25 system for benefit of all parties

# Interlocal Agreement (ILA)

- Resolves previous dispute and ensures better emergency communication and coordination
- Replaces Previous 2009 ILA in its entirety
- Capital contribution of \$1,500,000 to new P25 System
  - \$900,000 previously paid to County in escrow account
  - \$600,000 paid with 45 days on reimbursement basis
- Establishes an equitable framework between parties

# Interlocal Agreement (ILA)

- City will rent user equipment from County
  - Takes advantage of discounted pricing offered through County Contract
  - Option of prepaying rent without financing charges
  - Credit for value of user equipment at end of rental period
  - Details to be negotiated in subsequent Interlocal Agreement
- City will pay for system maintenance and user equipment maintenance to same extent as all other users
  - Details to be negotiated in subsequent Interlocal Agreement

# Budget Implications

- Remaining \$600,000 capital contribution included in Budget
- Prepaid rent for user equipment included in Budget
  - Estimated \$1,300,000 (equipment order being finalized)
  - Internal allocations will continue to ensure available funding for future replacements
- Annual system maintenance and equipment service fees included in Budget

# Discussion and Questions

# Interlocal Agreement (ILA) with Flagler County

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## **E911 Addressing**



# Updates to the ILA



- The City will designate an individual to work with the County Innovation Technology staff to coordinate addressing
- Final authority of street names including changes will only be made in writing as agreed to by City and County
- City and County mutual cooperation to maintain flow of communication to properly and effectively institute the Uniform Addressing System throughout Flagler County.



# OLD KINGS ROAD SERVICE AREA

