



City of Palm Coast

Agenda

CITY COUNCIL

AMENDA AGENDA

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

Tuesday, April 2, 2019

6:00 PM

CITY HALL

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.
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- > All pagers and cell phones are to remain OFF while City Council is in session.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

D. PUBLIC PARTICIPATION

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

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

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL:
MARCH 19, 2019 BUSINESS MEETING
MARCH 26, 2019 WORKSHOP**

F. PROCLAMATIONS AND PRESENTATIONS

- 2. PROCLAMATION SEXUAL ASSAULT AWARENESS MONTH**
- 3. PROCLAMATION CRIME VICTIMS' RIGHTS WEEK**
- 4. PROCLAMATION GOPHER TORTOISE DAY**
- 5. PROCLAMATION DESIGNATION MAY 4, 2019 AS ARBOR DAY**
- 6. PRESENTATION OF THE CERTIFICATE OF COMPLETION TO COUNCIL MEMBER
BRANQUINHO FOR THE FLORIDA LEAGUE OF CITIES INSTITUTE FOR ELECTED
MUNICIPAL OFFICIALS**

G. ORDINANCES FIRST READ

- 7. ORDINANCE - AMENDING CHAPTER 2, ARTICLE IV, VOLUNTEER FIREFIGHTER
RETIREMENT FUND**

H. RESOLUTIONS

- 8. RESOLUTION 2019-XX APPROVING A CONTRACT AMENDMENT WITH BBI FOR PHASE II
IMPROVEMENTS TO HOLLAND PARK AND RALPH CARTER PARK AND WORK ORDERS
WITH S&ME AND JPA FOR CONSTRUCTION PHASE SERVICES**
- 9. RESOLUTION 2019-XX APPROVING THE SECOND AMENDMENT TO INCREASE FUNDS
FOR A FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH FLORIDA DEPARTMENT OF
EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES**

I. CONSENT

- 10. RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC,
FOR THE CONSTRUCTION OF THE PUMP STATION 24-2 FORCE MAIN CROSSING
PROJECT**

11. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH DANELLA CONSTRUCTION CORPORATION FOR FIBER CONNECTION FROM SR 100 TO WATER TREATMENT PLANT 2 (WTP2)
12. RESOLUTION 2019-XX APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC. FOR TRAFFIC ENGINEER CONSULTING SERVICES
13. RESOLUTION 2019-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE INC. FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE

J. PUBLIC PARTICIPATION

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

K. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

L. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

M. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

N. ADJOURNMENT

14. ATTACHMENTS TO MINUTES

City of Palm Coast, Florida Agenda Item

Agenda Date: 04/02/2019

Department	CITY CLERK	Amount
Item Key		Account
Subject	MINUTES OF THE CITY COUNCIL: MARCH 19, 2019 BUSINESS MEETING MARCH 26, 2019 WORKSHOP	
Background :		
Recommended Action :	Approval of the minutes of the City Council: MARCH 19, 2019 BUSINESS MEETING MARCH 26, 2019 WORKSHOP	



City of Palm Coast Minutes COUNCIL WORKSHOP

City Hall
160 Lake Avenue
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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

Tuesday, March 26, 2019

9:00 AM

CITY HALL

City Staff

Beau Falgout, Interim City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A CALL TO ORDER

Mayor Holland called the meeting to order at 9:27 a.m.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

Ms. Settle called the roll. All members were present.

D PUBLIC PARTICIPATION

Jack Carrall was disappointed that he waited a half hour for the meeting to start and hoped if there was an event before the meeting it would be noticed to the public.

E PRESENTATIONS

1 PRESENTATION ON THE 10-YEAR CAPITAL IMPROVEMENT PROGRAM

Mr. Falgout gave a brief overview of the item. Mr. Cote gave a presentation to Council. Topics discussed included transportation projects; when impact fees can be used; bridges needing repair, case law; DOT priorities; lobbying efforts necessary for more State funding; DOT needing the Old Kings Road Project to be broken into three stages; Whiteview; the need for a more detailed report on when the incidents occur to ascertain whether it is road or the obstructions; street rehab and renewal; Palm Coast standards of our residential road; roads affecting the quality of life of the citizens; risk trapping; signal optimization; the hiring of a traffic engineer; Long Creek Park and partnering with Whitney Labs; researchers and scientist looking at the natural laboratory; Ralph Carter basketball resurfacing and replacement of the hoops; identifying where a new Fire Station should be place; the last study done for Fire was in 2010; using impact fees while they are still available; the cost of a new station; response times to various areas in the City. It was the consensus of Council to move forward with the Fire Study.

Discussion continued and included: the public works facility; temporary improvements to the facility; pulling monies from a variety of funds to get the project done within two years and the current working conditions. Council was asked to bring back 4 options for Council's review.

IT Capital Projects is a new category within Capital Improvement Projects for the City. Topics discussed were a data center; moving a data center; distinguishing the Internal IT from the IT Enterprises from the fiber net data center; capital dollars need to be invest to the City's current fiber; fiber feasibility, the need for a leadership position, the operator of the utility and a network engineer. It was the consensus of Council to bring back options to Council reviewing funding for two new positions and how to possibly fund those positions and whether or not a budget amendment is needed.

Council Member Howell left the meeting at 11:29 a.m.

The discussion turned to Stormwater and the need to inform/educate the public on the topic and when their neighborhoods are being affected.

2 RESOLUTION 2019-XX APPROVING A CONTRACT AMENDMENT WITH BBI FOR PHASE II IMPROVEMENTS TO HOLLAND PARK AND RALPH CARTER PARK AND WORK ORDERS WITH S&ME AND JPA FOR CONSTRUCTION PHASE SERVICES

Mr. Falgout gave an overview of the item. Carl Cote and Chris Child, BBI, gave a presentation regarding Ralph Carter Park and Holland Park. Topics discussed included bocce ball pavilion covering; splash park; construction while the park stays open; the cost of the splash park; the reason for the differing costs; pickleball courts asphalt vs. concrete; possible Tourist Development Council dollars going toward the pickel ball courts.

This item will be continued at the next Business Meeting.

The meeting recessed at 12:15 p.m. The meeting reconvened at 12:38 p.m.

3 PRESENTATION STRATEGIC ACTION PLAN EVALUATION PROCESS

Mr. Falgout gave a brief overview of the item. Denise Bevan gave a presentation to Council and reported on the summary of the interviews received during the one on one interviews with Council. Topics discussed included expectations; benchmarks; deadlines; how many resources to put toward a goal; street lighting; more outreach to residents about how they can subscribe to FPL for lighting in their neighborhood; street resurfacing; street striping being in compliance with cars that are equipped with automated features; putting a percentage of gas tax in a reserve fund; citizen engagement platform; using the data derived from the engagement platform in order to be less reactive and more proactive in the City's approach; tapping into social organizations in order to spread the word regarding City issues; where to communicate the information; community center wifi; increasing access points; strategy to fund an art district; partnering with the School's ISB program to find out what they would like to see in their downtown area; the history of tennis in Palm Coast; the need to have more amenities at the Tennis Center; A Buy Local campaign and creating a goal to give the citizens ownership; recycling options. The SAP Evaluation Workshop, including older goals, will take place during the month of June.

4 RESOLUTION 2019-XX APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH CP PERFORMANCE

Mr. Falgout gave a brief overview of the item. Ms. Newingham gave a presentation to Council. Topic discussed included: Online Marine product super store; and the typical incentive items.

This item will be continued to a future Business Meeting.

5 ORDINANCE - AMENDING CHAPTER 2, ARTICLE IV, VOLUNTEER FIREFIGHTER RETIREMENT FUND

Mr. Falgout gave an overview of the item. This topic will be continued at the next meeting.

F WRITTEN ITEMS

6 RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF THE PUMP STATION 24-2 FORCE MAIN CROSSING PROJECT

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

7 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH DANELLA CONSTRUCTION CORPORATION FOR FIBER CONNECTION FROM SR 100 TO WATER TREATMENT PLANT 2 (WTP2)

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

8 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC. FOR TRAFFIC ENGINEER CONSULTING SERVICES

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

9 RESOLUTION 2019-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE INC. FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE

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

G PUBLIC PARTICIPATION

Bryant Danker received a code enforcement citation regarding the color of his home. He passed the color pallet for Council's view. He asked that they reconsider the color of his home.

H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

CM Branquinho asked that the power points be mirrored to his Ipad. He was uncomfortable turning his back to staff and the public.

Mayor Holland spoke with Senator Hutson; Tallahassee had to pay back \$200 million dollars because of Hurricane Michael. The report was not hopeful in receiving funds for the City.

She spoke of getting local government agencies together in order to get septic off the barrier island.

I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No report.

J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

10 PRESENTATION ANNUAL REPORT

*Annual Progress Report was distributed by Mr. Falgout.
Carl Cote will be the Director of a new department-the Stormwater Engineering Department.*

Mr. Falgout named interm Public Works Director will be Chief Forte.

Mr. Morton is aware of all changes.

State of the City is a week from Friday.

K ADJOURNMENT

VM Klufas motioned to adjourn.

The meeting adjourned at 2:49 p.m.

Respectfully Submitted,

*Kathleen E. Settle, CMC
Deputy City Clerk*



City of Palm Coast Minutes CITY COUNCIL

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Tuesday, March 19, 2019

9:00 AM

CITY H ALL

City Staff

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William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Ms. Smith called the roll. All members were present.

D. PUBLIC PARTICIPATION

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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.

No comments were received.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL FOR:
MARCH 5, 2019 BUSINESS MEETING
MARCH 8, 2019 SPECIAL BUSINESS MEETING-CITY MANAGER INTERVIEWS
MARCH 12, 2019 SPECIAL BUSINESS MEETING-CITY MANAGER SELECTION
MARCH 12, 2019 WORKSHOP**

Pass

Motion made to approve by Council Member Howell, II and seconded by Council Member Branquinho

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

F. PROCLAMATIONS AND PRESENTATIONS

- 2. PROCLAMATION RECOGNIZING APRIL AS WATER CONSERVATION MONTH**

CM Howell read the proclamation into the record. The proclamation was presented to Jim Toronto from SJRWMD and to Garrann Hopkins, Environmental Specialist with the Utility Department.

- 3. PROCLAMATION TO RECOGNIZE APRIL 2, 2019 AS EQUAL PAY DAY IN PALM COAST**

CM Branquinho read the proclamation into the record. Susan Bair and Theresa Owen, American Association of University Women accepted the proclamation.

- 4. PRESENTATION-PUBLIC SAFETY UPDATES BY SHERIFF STALY**

Sheriff Staly gave a presentation to Council outlining the Sheriff's work in the last year. A question and answer period followed. Topics included: technology improvements; making texting and driving a primary offense; distracted driving causing a number of accidents; neighborhood watch groups; coordination of the technology at the parks and license plate recognition readers.

G. ORDINANCES SECOND READ

- 5. ORDINANCE 2019-XX FUTURE LAND USE MAP AMENDMENT FOR A 6.1 +/- ACRE PARCEL LOCATED .5 MILES NORTH OF PALM COAST PARKWAY ON THE WESTSIDE OF US-1 FROM DEVELOPMENT OF REGIONAL IMPACT- MIXED USE (DRI-MU) TO INSTITUTIONAL**

O20190003

Attorney Reischmann read the title of the ordinance into the records. Mr. Falgout gave a brief overview of the item. Public comment was opened. No comments were received.

Pass

Motion made to approve by Council Member Howell, II and seconded by Vice Mayor Klufas

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

- 6. ORDINANCE 2019-XX ZONING MAP AMENDMENT FROM MASTER PLANNED DEVELOPMENT (MPD) TO PUBLIC/SEMIPUBLIC (PSP) FOR A 6+/- ACRE PARCEL LOCATED .50 MILES NORTH OF PALM COAST PARKWAY ON THE WESTSIDE OF US-1**

O20190004

Attorney Reischmann read the title of the ordinance into the record. Reminded Council this is a quasi-judicial item and called for any ex-parte communication since the first reading of the ordinance. There was none. Mr. Falgout gave a brief overview of the item. Public comment was opened. There were none.

Pass

Motion made to approve by Council Member Howell, II and seconded by Council Member Branquinho

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

- 7. ORDINANCE 2019-XX ZONING MAP AMENDMENT FROM PUBLIC/SEMIPUBLIC (PSP) TO GENERAL COMMERCIAL (COM-2) FOR A 5+/- ACRE PARCEL LOCATED NORTH OF WELLFIELD GRADE AND WEST OF US-1**

O20190005

Attorney Reischmann read the title of the ordinance into the record. Reminded Council this is a quasi-judicial item and called for any ex-parte communication since the first reading of the ordinance. There was none. Mr. Falgout gave a brief overview of the item. Public comment was opened. No comments were received.

Pass

Motion made to approve by Council Member Howell, II and seconded by Council Member Branquinho

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

H. RESOLUTIONS

- 8. RESOLUTION 2019-XX APPROVING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018, AS PRESENTED BY JAMES MOORE & CO., P.L.**

R20190027

Mr. Falgout gave an overview of the item. Mr. Halleran of James Moore reviewed the City's audit with the Council. A question and answer period followed. Public Comment. No comments were received.

Pass

Motion made to approve made by Council Member Howell, II and seconded by Council Member Branquinho

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

- 9. RESOLUTION 2019-XX APPROVING THE FIRST AMENDMENT TO INCREASE FUNDS FOR A FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES**

R20190029

Mr. Falgout gave an overview of the item.

George Mayo understood the item was regarding Hurricane Irma but asked if the City had been completely reimbursed for Hurricane Matthew.

Mr. Neilebeck asked if there were special rules for the reimbursement of the funds.

Mr. Falgout responded the City has been reimbursed \$2million out of the \$3 million for Hurricane Matthew. FEMA has changed the process in the timeframe between Hurricanes Matthew and Irma and now they require an agreement. When the City receives the funds, they will be used to reimburse the Emergency Reserves.

Pass

Motion made to approve made by Council Member Cuff and seconded by Vice Mayor Klufas

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

10. RESOLUTION 2019-XX APPROVING THE CONTRACT WITH MATTHEW MORTON, CITY MANAGER

R20190028

Council Member Cuff outlined the process that took place in order to present Council with the City Manager's agreement. The terms of the agreement were discussed. Topics discussed included: severance; reviews done on annual basis; non-merit based adjustments; annual evaluation; adjustments are not considered in the contract at this time but will be considered at the time of the evaluation and moving expenses.

Jack Carrall wanted to know what will be the process should Mr. Morton not accept is contract.

Mr. Neilebeck wanted to know the salary including benefits.

Mayor Holland explained Mr. Morton has accepted the position and we are now negotiating his contract. Should Mr. Morton reject the contract, we will negotiate further at the next meeting. The compensation for Mr. Morton salary is \$145,000; benefits tend to be 1/3 of the salary.

Pass

Motion made to approve by Vice Mayor Klufas and seconded by Council Member Branquinho

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

I. CONSENT

11. RESOLUTION 2019-XX APPROVING AN INTERLOCAL AGREEMENT WITH GRAND HAVEN CDD FOR CODE ENFORCEMENT SERVICES

R20190024

Pass

Motion made to approved by Council Member Howell, II and seconded by Vice Mayor Klufas

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

- 12. RESOLUTION 2019-XX APPROVING A RIGHT-OF-WAY ACQUISITION FOR OLD KINGS ROAD N EXTENSION WITH ROBERT W CONSER JR AND ANNA M GALLO FOR PROPERTY KNOWN AS PALM COAST PARCEL 2**

R20190025

Pass

Motion made to approve by Council Member Howell, II and seconded by Vice Mayor Klufas

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

- 13. RESOLUTION 2019-XX APPROVING MASTER PRICE AGREEMENTS WITH OSBURN ASSOCIATES, INC, VULCAN INC, DBA VULCAN SIGNS, VULCAN ALUMINUM, MANDEL METALS, DBA U.S. STANDARD SIGN AND MODULEX ORLANDO, LLC FOR SIGN SHOP MATERIALS**

R20190026

Pass

Motion made to approve by Council Member Howell, II and seconded by Vice Mayor Klufas

Approved - 5 - Council Member Robert Cuff, Vice Mayor Nick Klufas, Mayor Milissa Holland, Council Member Eddie Branquinho, Council Member Jack Howell, II

J. PUBLIC PARTICIPATION

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

*Tom Olsner asked the City plans to reduce long-term debt.
George Mayo asked if the City has a new building the Sheriff could be housed in?
He attended a County meeting where they spoke of the City's extending their water/sewer lines to the Hammock. He wanted to know what the compensation would be to the City should that happen.*

Al Hurry congratulated new Council Members. He asked for an update on the traffic signal of Market, and Belle Terre and Eastwood Drive.

Mayor Holland explained the difference between municipal debt and utility debt. The Public Works facility is still being discussed. The City has a contract with the Sheriff's Department for their services. We do not get involved in providing infrastructure. Florida Constitution stipulates that the Sheriff's Department reside in the County seat. She explained the increased rates for those served outside of the city limits.

K. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

VM Klufas spoke of his interest for considering Donald Kewley to manage the fibernet utility. Topics discussed included Council's authority to hire and reviewing the Magellan report for further discussion. He enjoyed the artwork in the park. He hoped the City has some sort of security to deter vandalism.

Mayor Holland reported the lights by the schools zones are not flashing appropriately. She asked Mr. Reischmann for sample contracts from his firm regarding P3 Contracts. She asked that VM Klufas look at strategies of what we need to put in place in order to expedite these matters, such as, the contract, and rate cards.

L. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No report.

M. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Mr. Falgout reported on working with Mr. Morton in order to provide a seamless transition. He spoke of various events happening in the City. He announced Nestor Abreu's retirement plans.

He congratulated the Innovation Team for becoming a finalist in the 2019 Smart City Readiness Challenge.

N. ADJOURNMENT

VM Klufas adjourned the meeting. The meeting adjourned at 8:15 p.m.

Respectfully submitted,

*Virginia Smith, MMC, CP
City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/02/2019

Department	CITY CLERK	Amount
Item Key	6257	Account
		#
Subject	PROCLAMATION SEXUAL ASSAULT AWARENESS MONTH	
Background : The Family Life Center has requested that the City of Palm Coast proclaim April as Sexual Assault Awareness Month.		
Recommended Action : Proclaim April as Sexual Assault Awareness Month.		



PROCLAMATION

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual assault violence is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment impact our community and statistics show that one in five women and one in 71 men will be raped at some point in their lives; that one in six boys and one in four girls will experience a sexual assault before age 18; youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault and on campus, one in five women and one in 16 men are sexually assaulted; and

WHEREAS, , during 2018, Family Life Center, as the certified Rape Crisis Center in Flagler County, provided 209 sexual assault related community education events, 1,593 supportive services and answered 54 sexual assault crisis hotline calls for survivors of sexual assault and their families living in Flagler County; and

WHEREAS, the “Start by Believing” public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help sexual assault victims access supportive resources and engage the criminal justice system; and

WHEREAS, the City of Palm Coast joins advocates and communities across the country because we are strongest when we raise our voices together to change the culture to prevent sexual violence. Prevention requires addressing the root causes and social norms that allow sexual violence to exist. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, April 2019, as

“SEXUAL ASSAULT AWARENESS MONTH”

in the City of Palm Coast, and do hereby encourage all citizens to support the “Start by Believing” public awareness campaign.

Signed this 2nd day of April 2019.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/02/2019

Department	CITY CLERK	Amount
Item Key	6258	Account
		#
Subject	PROCLAMATION CRIME VICTIMS' RIGHTS WEEK	
Background : The Family Life Center has requested the City of Palm Coast proclaim April as Crime Victims' Rights Week.		
Recommended Action : Proclaim April as Crime Victims' Rights Week.		



PROCLAMATION

WHEREAS, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims;

WHEREAS, this commemorative week celebrates the energy, perseverance and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims;

WHEREAS, crime can leave a lasting impact on any person, regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status;

WHEREAS, incorporating communities; existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime;

WHEREAS, with the unwavering support of their communities and victim service providers behind them, survivors will be empowered to face their grief, loss, fear, anger and hope without fear of judgment, and will feel understood heard, and respected;

WHEREAS, serving victims and rebuilding their trust restores hope to victims and survivors, as well as supports thriving communities;

WHEREAS, engaging a broader array of healthcare providers, community leaders, faith organization, educators and businesses can provide new links between victims and services that improve their safety, healing, and access to justice;

WHEREAS, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems;

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime – especially those who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate services in the aftermath of crime;

WHEREAS, the Flagler County Advocate Alliance (comprised of Crime Victim Advocates from Bunnell Police Department, Family Life Center, Flagler Beach Police Department, Flagler County Sheriff's Office and the Office of the State Attorney, Seventh Judicial Circuit, Flagler) is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, April 2, 2019, as

"CRIME VICTIMS' RIGHTS WEEK"

and reaffirm this city's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

Signed this 2nd day of April 2019.

Witnessed by:

City of Palm Coast, Florida

Virginia A. Smith, City Clerk

Milissa Holland, Mayor



PROCLAMATION

WHEREAS, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims;

WHEREAS, this commemorative week celebrates the energy, perseverance and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims;

WHEREAS, crime can leave a lasting impact on any person, regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status;

WHEREAS, incorporating communities; existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime;

WHEREAS, with the unwavering support of their communities and victim service providers behind them, survivors will be empowered to face their grief, loss, fear, anger and hope without fear of judgment, and will feel understood heard, and respected;

WHEREAS, serving victims and rebuilding their trust restores hope to victims and survivors, as well as supports thriving communities;

WHEREAS, engaging a broader array of healthcare providers, community leaders, faith organization, educators and businesses can provide new links between victims and services that improve their safety, healing, and access to justice;

WHEREAS, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems;

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime – especially those who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate services in the aftermath of crime;

WHEREAS, the Flagler County Advocate Alliance (comprised of Crime Victim Advocates from Bunnell Police Department, Family Life Center, Flagler Beach Police Department, Flagler County Sheriff's Office and the Office of the State Attorney, Seventh Judicial Circuit, Flagler) is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, April 7, 2019 through April 13, 2019, as

"CRIME VICTIMS' RIGHTS WEEK"

and reaffirm this city's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

Signed this 2nd day of April 2019.

Witnessed by:

City of Palm Coast, Florida

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/02/2019

Department	CITY CLERK	Amount
Item Key	6259	Account
		#
Subject	PROCLAMATION GOPHER TORTOISE DAY	
Background :		
Recommended Action :	Proclaim April 10, 2019 as Gopher Tortoise Day	



PROCLAMATION

WHEREAS, the Gopher Tortoise has been living on the planet for 500,000 to 2 million years; and

WHEREAS, the Gopher Tortoise today is, in the State of Florida, listed as Threatened, and Florida is considered the stronghold for gopher tortoise conservation among southeastern states; and

WHEREAS, the Gopher Tortoise is considered a “keystone species, “which means that if it were to be removed, the ecosystem that relies on its presence would drastically suffer; and

WHEREAS, the Gopher Tortoise’s burrow protects more than 350 other commensal species, some of which are also listed as Threatened; and

WHEREAS, the Gopher Tortoise’s habitat needs protection; and having Gopher Tortoises and other species in the City of Palm Coast helps sustain our area’s ecology and provide people with a source of joy and appreciation for nature.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, April 10, 2019, to be celebrated as

“GOPHER TORTOISE DAY”

in the City of Palm Coast, and urge all citizens to protect this species through education and awareness.

Signed this 2ND day of April 2019.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/02/2019

Department CITY CLERK	Amount
Item Key	Account
Subject PROCLAMATION DESIGNATION MAY 4, 2019 AS ARBOR DAY	
Background The Tree City USA program is a national program that provides the framework for community forestry management for cities and towns across America. Communities achieve Tree City USA status by meeting four core standards of sound urban forestry management: maintaining a tree board or department, having a community tree ordinance, spending at least \$2 per capita on urban forestry and celebrating Arbor Day. The Tree City USA program touches the lives of people within the community who benefit daily from cleaner air, shadier streets, and the aesthetic beauty that healthy, well-managed urban forests provide, and can make a strong contribution to a community's pride. Palm Coast has earned the Tree City USA's Growth Award for 12 consecutive years. Sterling communities are regarded as leaders in community forestry and are looked upon as innovators.	
Recommended Action : Proclaim May 4, 2019 as Arbor Day.	



PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called **Arbor Day**, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE BE IT PROCLAIMED that the City Council of the City of Palm Coast does hereby proclaim **Saturday, May 4, 2019** as

Arbor Day

BE IT FURTHER PROCLAIMED, that City Council urges all of its citizens to support efforts to protect our trees and woodlands and to plant trees, which will promote the well-being of this and future generations.

Dated, this 16th day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

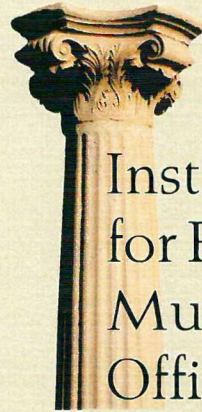
Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/02/2019

Department	CITY CLERK	Amount
Item Key	6264	Account
		#
Subject	PRESENTATION OF THE CERTIFICATE OF COMPLETION TO COUNCIL MEMBER BRANQUINHO FOR THE FLORIDA LEAGUE OF CITIES INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS	
Background :	January 25-27, 2019 Council Member Eddie Branquinho attended the Institute for Elected Municipal Officials and received a certificate of completion from the Florida League of Cities. The Mayor and City Council would like to present, the Florida League of Cities Certificate of Completion to Council Member Eddie Branquinho.	
Recommended Action :	Present Council Member Eddie Branquinho with the Certificate of Completion for the Florida League of Cities Institute for Elected Municipal Officials.	



Institute
for Elected
Municipal
Officials

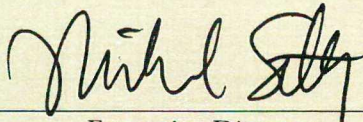
Certificate of Completion

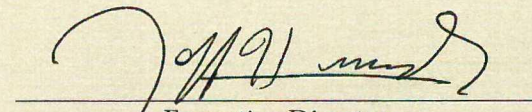
January 25-27, 2019 • Jacksonville, Florida

Awarded to

Council Member Eddie Branquinho
City of Palm Coast

Sponsored by


Executive Director
Florida League of Cities


Executive Director
Florida Institute of Government

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/02/2019

Department	CITY CLERK	Amount
Item Key		Account
Subject	ORDINANCE - AMENDING CHAPTER 2, ARTICLE IV, VOLUNTEER FIREFIGHTER RETIREMENT FUND	
Background : <u>UPDATED BACKGROUND FROM THE MARCH 26, 2019 WORKSHOP</u> This item was heard at the March 26, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND TO THE MARCH 26, 2019 WORKSHOP</u> The purpose of the amendment is to reflect the recent increase in the benefit limits provided under Section 457(e)(11)(B)(ii) of the Internal Revenue Code. Currently, the plan limits the benefits payable per year of service to \$3,000, in accordance with the former provision of the Internal Revenue Code. The tax Cuts and Jobs Act (December 2017) increased the benefit limit from \$3,000 to \$6,000. This ordinance, which was approved by the Board of Trustees at its quarterly meeting on February 15, 2019, amends the plan to reflect the new \$6000 benefit limit under the Internal Revenue Code.		
Recommended Action : Adopt Ordinance 2019-XX amending Chapter 2, Article IV, Volunteer Firefighter Retirement Fund.		

**ORDINANCE 2019-_____
AMENDING VOLUNTEER FIREFIGHTER
RETIREMENT SYSTEM AND TRUST FUND**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF PALM COAST, AMENDING CHAPTER 2,
ADMINISTRATION, ARTICLE VI, RETIREMENT,
DIVISION 2, VOLUNTEER FIREFIGHTER RETIREMENT
SYSTEM AND TRUST FUND; AMENDING SECTION 2-540,
MAXIMUM PENSION; AMENDING SECTION 2-549,
SUPPLEMENTAL BENEFIT; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION;
PROVIDING FOR CONFLICTS; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the City of Palm Coast volunteer Firefighters are presently provided pension and certain other benefits under Ordinances of the City of Palm Coast and;

WHEREAS, the City Council desires to increase the increase in the benefit limits provided under Section 457(e)(11)(B)(ii) of the Internal Revenue Code.

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

SECTION 1. AMENDMENT TO SECTION 2-540, MAXIMUM PENSION. Chapter 2, Administration, Article VI, Retirement, Division 2, Volunteer Firefighter Retirement System and Trust Fund, Section 2-540, Maximum Pension, is hereby amended to read as follows:

Sec. 2-540. - Maximum pension. Notwithstanding any provision of this division to the contrary, the aggregate amount of length of service awards (including all benefits under this division, such as retirement, disability, supplemental benefits) accruing for any member under the system with respect to any year of credited service shall not exceed the limit set forth in Section 457(e)(11)(B)(ii) of the Internal Revenue Code.

SECTION 2 AMENDMENT SECTION 2-549 SUPPLEMENTAL BENEFIT. Chapter 2, Administration, Article VI, Retirement, Division 2, Volunteer Firefighter Retirement System and Trust Fund, Section 2-549, Supplemental Benefit, subsection (j)., is hereby amended to read as follows:

(j) *Maximum benefit.* Notwithstanding any provision of this division to the contrary, the aggregate amount of length of service awards (including all benefits under this division, such as retirement, disability, supplemental benefits) accruing

for any member under the system with respect to any year of credited service shall not exceed the limit set forth in Section 457(e)(11)(B)(ii) of the Internal Revenue Code.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or the application thereof is finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the illegal, invalid or unenforceable provision is not material to the logical and intended interpretation of this Article.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

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

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption by the City Council of the City of Palm Coast.

APPROVED on first reading this 2nd day of April 2019.

ADOPTED on second reading after due public notice and hearing this 16th day of April 2019.

ATTEST:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

Millissa Holland, Mayor

Approved as to form and legality

William E. Reischmann, Jr., Esquire

City of Palm Coast, Florida

Agenda Item

Agenda Date: 04/02/2019

Department	Community Development	Amount	\$
Item Key		Account	43000099-063000-66010
Subject	RESOLUTION 2019-XX APPROVING A CONTRACT AMENDMENT WITH BBI FOR PHASE II IMPROVEMENTS TO HOLLAND PARK AND RALPH CARTER PARK AND WORK ORDERS WITH S&ME AND JPA FOR CONSTRUCTION PHASE SERVICES		

Background

UPDATED BACKGROUND FROM THE MARCH 26, 2019 WORKSHOP

This item was heard at the March 26, 2019 Workshop. Staff continued value engineering to realize cost savings of an additional \$250,000 from proposed savings for a total reduction of \$1,583,225. Staff is proposing for Council's approval an amendment to the contract to establish a Guaranteed Maximum Price (GMP) in the amount of \$5,613,337 as well as a City 5% contingency fee in the amount of \$280,667. The work orders with S&ME and JPA have remained the same.

ORIGINAL BACKGROUND TO THE MARCH 26, 2019 WORKSHOP

The City completed Phase 1 of Holland Park in June 2017. During this past year the design of the Phase 2 improvements was finalized. In addition, City Council directed staff to add dedicated pickleball courts to at least one other City Park. The Parks Team evaluated City Parks and identified an area at Ralph Carter Park for the addition of pickleball courts. The design team (S&ME, Inc.) for Holland Park was hired to provide the design of the additional pickleball court design since it was already in their contract. The City has already contracted with BBI Construction Management (BBI) to provide construction management-at-risk services for both of these projects. During the preconstruction phase BBI assisted with finalizing the design & construction drawings and established a Guaranteed Maximum Price for construction associated with both the Holland Park Phase 2 Improvements as well as the addition of pickleball courts at Ralph Carter Park.

Holland Park, Phase 2 improvements include, but are not limited to:

- Playground Zones (Construction Zone, The Hammock)
- Splash Pad (The Spring and The Shore)
- Sports Lighting for Horseshoe, Volleyball, Tennis, Racquetball, Pickleball and Shuffleboard
- Bocce Ball Court Rehabilitation and New Covering
- Maintenance Building
- Renovation of Pavilion 3 Restrooms
- Picnic Pavilions

Note: The following items were in the original scope, but recommended for deletion due to budget constraints:

- Pickleball Courts (2)
- Racquetball Courts (3)
- Exercise Fitness Station Area

Ralph Carter Park:

- Pickleball courts (6): The original design was for 3 courts. Per City Council direction, the design was modified to provide maximum courts that could fit in area identified. The design was modified to provide 6 courts.

This agenda item includes three (3) related items for City Council consideration to accomplish Holland Park, Phase 2 and Ralph Carter Park pickleball courts.

Construction Management-At Risk Contract Amendment

BBI has completed its initial bidding and has developed a Guaranteed Maximum Price (GMP) that was almost \$2.6 million over budget for Holland Park and more than \$350,000 over budget for Ralph Carter Park. SM&E, City staff, and BBI reviewed and modified the design, reviewed and analyzed value engineering alternatives, and clarified bids to reduce the Holland Park GMP overage about 50% for consideration by City Council. Additional funding is available in the Capital Improvements Projects budget to cover the revised GMP amount.

This resolution authorizes the City Manager to execute a contract amendment with BBI to establish the GMP in the amount of (currently being finalized and will be provided at the workshop) as well as approving a 5% city contingency for construction in the amount of (currently being finalized and will be provided at the workshop). The existing construction management contract provides that BBI is AT-RISK to deliver this project within the GMP; so any cost overruns would be BBI's sole responsibility, not the City. Any cost savings would be shared by BBI and the City.

Work orders with S&ME, Inc.

The City contracted with S&ME, Inc. for the design of the playground and splash pad as well as pickle ball court design. This item includes two work orders with S&ME, in the amount of \$66,900.00, to provide Construction Phase Services for Holland Park Phase 2 Improvements as well as a Ralph Carter Park Pickle Ball Court Projects.

Work order with JPA

The City contracted with Joseph Pozzuoli Architect (JPA) for the design of the existing building renovations and new building structures. This item also includes a Work Order with JPA, in the amount of \$33,985.50, for Construction Phase Services for Holland Park Phase 2 Improvements.

GMP will be discussed with City Council at the workshop and the source of funds worksheet will be provided prior to the business meeting.

Recommended Action :

Adopt Resolution 2019-XX approving a contract amendment with BBI and work orders with S&ME and JPA for phase II improvements to Holland Park and Ralph Carter Park phase services.

RESOLUTION 2019-____
HOLLAND PARK PHASE II
AND RALPH CARTER PARK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT AMENDMENT WITH BBI TO ESTABLISH A GMP, TO INCLUDE A CITY 5% CONTINGENCY FEE AND TWO WORK ORDERS FOR CONSTRUCTION PHASE SERVICES FOR HOLLAND PARK PHASE II WITH S&ME, INC. AND JPA; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, BBI, S&ME, Inc., and JPA desire to provide construction phase services for Holland Park phase II for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to have BBI, S&ME, Inc., and JPA perform the above referenced services.

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

SECTION 1. APPROVAL OF CONTRACT AMENDMENT AND WORK ORDERS. The City Council hereby approves the terms and conditions of amendment #1 to the contract with BBI, establishing the guaranteed maximum price, and two work orders with S&ME, Inc. and JPA, for construction phase services for Holland Park phase II and Ralph Carter Park, 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 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 become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 2nd day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Amendment #1 to the contract with BBI
Work orders with S&ME and JPA

Approved as to form and legality

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

AIA Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Holland Park Phase 2 Improvements
18 Florida Park Dr N, Palm Coast, FL 32164

THE OWNER:

(Name, legal status and address)

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

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

BBI Construction Management, Inc.
4639 NW 53rd Avenue
Gainesville, FL 32653

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Five Million Six Hundred Thirteen Thousand Three Hundred Thirty-Seven Dollars (\$5,613,337), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

GMP Attachment #1 – Cost Summary dated 03/28/2019

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Not Applicable

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Permit Allowance	\$ 20,000
Berliner Play Equipment	\$ 50,000
Concrete Floor Coating	\$ 17,312
Specialties	\$ 13,027
Sail Structure at Bocce	\$ 70,000
Plumbing	\$ 43,500
HVAC	\$ 41,460
Sitework	\$182,962
Landscaping at Removed Snake	\$ 5,000
Site Furnishings	\$ 51,000

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

GMP Attachment #2 – Qualifications and Assumptions Dated 3/28/19

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)
GMP Attachment #3 – Specifications dated 3/20/19

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

GMP Attachment #4 – Drawings dated 3/20/19

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

GMP Attachment #5 – Value Engineering and Scope Reduction dated 3/28/2019

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

June 25, 2020

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

/

GMP Attachment #1 - Cost Summary dated 3/28/19

CITY OF PALM COAST
HOLLAND PARK PHASE 2
 GMP Cost Summary
 A133-2009 Exhibit "A"

BBI Construction Management, Inc.
 March 28, 2019

Bid Package	Description	Total
02G	Athletic Flooring	\$338,369.00
02F	Playground Equipment	\$267,105.00
02F	Berliner Play Equipment ALLOWANCE	\$50,000.00
02J	Water Play Equipment/Features	\$981,813.00
03A	Concrete	\$187,501.00
04A	Masonry	\$73,000.00
06A	Rough Carpentry	\$36,403.00
08A	Doors, Frames and HW	\$28,330.00
08A	OH Coiling Doors	\$20,870.00
07A	Roofing and Sheet Metal	\$41,800.00
09B	Stucco	\$0.00
09D	Painting	\$10,974.00
09E	Concrete Floor Coating - ALLOWANCE	\$17,312.00
10A	Specialties - ALLOWANCE	\$13,027.00
10B	Polygon Structures	\$375,676.00
10B	Sail Structure	\$51,339.00
10B	Sail Structure at Bocce ALLOWANCE	\$70,000.00
22A	Plumbing - ALLOWANCE	\$43,500.00
23A	HVAC - ALLOWANCE	\$41,460.00
26A	Electrical	\$707,082.00
31A	Sitework - ALLOWANCE	\$166,112.00
31B	Chain Link Fence	\$0.00
32A	Landscaping and Irrigation	\$120,750.00
32A	Landscaping ALLOWANCE AT REMOVED SNAKE	\$5,000.00
32B	Site Furnishings ALLOWANCE	\$40,500.00
32B	Shotcrete Bench w2	\$103,000.00
Subtotal		\$3,790,923
<u>Insurance and Bonds</u>		<u>\$155,428</u>
<u>Construction Contingency</u>		<u>\$222,906</u>
<u>General Conditions</u>		<u>\$663,412</u>
Credit for Lump Sum General Conditions		<u>(\$20,000)</u>
-Allowance for City Permits Included		
<u>OHP @ 6.75%</u>		<u>\$324,855</u>
<u>Grand Total</u>		<u>\$5,137,524</u>

CITY OF PALM COAST
RALPH CARTER PARK
GMP Cost Summary
A133-2009 Exhibit "A"

BBI Construction Management, Inc.
March 28, 2019

Bid Package	Description	Total
02G	Pickleball Court - Allowance	\$230,000.00
03A	Concrete	\$22,000.00
26A	Electrical	\$61,900.00
31A	Sitework - ALLOWANCE	\$16,850.00
31B	Chain Link Fence	\$2,350.00
32A	Landscaping and Irrigation	\$2,500.00
32B	Site Furnishings ALLOWANCE	\$10,500.00
Subtotal		\$346,100
	<u>Insurance and Bonds</u>	<u>\$14,190</u>
	<u>Construction Contingency</u>	<u>\$20,351</u>
	<u>General Conditions</u>	<u>\$70,085</u>
	Credit for Lump Sum General Conditions	(\$5,000)
	-Allowance for City Permits Included	
	<u>OHP @ 6.75%</u>	<u>\$30,087</u>
<u>Grand Total</u>		<u>\$475,813</u>



**CONSTRUCTION
MANAGEMENT, INC.**

Design-Build
General Contracting
Construction Management

March 28, 2019

CITY OF PALM COAST - HOLLAND PARK PHASE 2 & RALPH CARTER PARK
GUARENTEED MAXIMUM PRICE (GMP) QUALIFICATIONS AND ASSUMPTIONS

Division 1 – General Items

- 1.1 Notwithstanding any other term, condition or provision in the Contract, the preparation of the GMP using various categories shall not constitute a line item guaranty for any such category or line item, nor should any category or line item control or limit the compensation to the Construction Manager should the cost for one particular category exceed that line so long as the Construction Manager is limited to the total GMP. The supporting documentation has been included as a reference for estimated costs but not a guarantee for each line items cost for the services noted.
- 1.2 GMP is based on a construction duration of 14 months from Notice to Proceed to Substantial Completion.
- 1.3 The Notice to Proceed date shall be the date BBI Construction Management receives the last of the following:
 - Completed (100%) drawings and specifications for all aspects of the project
 - All required site, building and regulatory permits for BBI Mobilization to project site.
 - A fully executed contract
 - Notice to Proceed
- 1.4 Construction delays due to owner's vendors (if any) or consultants (Design Team) will result in an extension of the construction schedule and consequently, time-driven GC's will be adjusted to correspond with schedule increase.
- 1.5 As-Built Files will be provided but cost of drafting and/or CAD files for the purpose of creating As-Built drawings are not included in this GMP.
- 1.6 Fencing of the ENTIRE Project Sites (Holland Park and Ralph Carter Park) is not included. All required temporary fencing will be provided to provide separation between construction activities at each specific area of work. This will be further coordinated with the owner in a future site logistics plan meeting.
- 1.7 A construction contingency of 5% is included to cover fluctuations in the subcontractor market, estimating variances and unexpected events in the

- construction process and schedule. This contingency shall be utilized to ensure the project is completed as scheduled, fund scope gaps during and after the buyout process, or supplement trade contractor work should the need arise.
- 1.8 During the bid scope review and buy-out process, no guarantee exists on any individual line item. Savings in any line item may be transferred, as required, to offset shortfalls in other areas. Any cost savings at the completion of buy-out will be held as additional construction contingency. Any cost savings upon project completion shall be split according to the Owner/Contractor Contract Agreement.
- 1.9 The project team will evaluate all responsive bidders and award subcontracts to the most qualified trade subcontractor suited to provide the material, equipment and work force to complete the project as scheduled within the GMP.
- 1.10 The GMP is based on the premise that the design will meet all codes, laws, ordinances, rules and regulations in effect at the time the estimate was prepared. The GMP shall be adjusted should any discrepancies between design and the regulations result in or require and increase in the cost of work.
- 1.11 Builder's Risk and General Liability Insurance are included.
- 1.12 Retainage shall not be withheld on the following items: Permits and AHJ Fees, General Conditions, Insurance and Bonds.
- 1.13 General Conditions are a lump sum, time driven cost, billed and paid in equal monthly sums for the duration of the project. General Conditions are to be used at the discretion of BBI. As a condition of these terms BBI will have:
- Project Manager visit project site a minimum of 1 day per week during construction activities
 - At all times have Site Superintendent on each site during any work activities including material deliveries.
 - Maintain all required safety barricades and signage for a safe work environment for construction workers and patrons of the park.
 - Provide required equipment, labor, material and supervision to maintain project schedule safely.
- 1.14 Allowances have been included for items which may be missing or not fully defined. Should the item's cost be less than the included allowance the difference will be added to construction contingency. If the cost of the item is more than the included allowance, the difference will be added to the GMP or funded from project construction contingency.
- 1.15 We have included testing services including soils and concrete testing in General Conditions to meet contract documents (Plans and Specifications) requirements only.
- 1.16 Performance and Payment bond are included.
- 1.17 The Owner shall be responsible for paying all permitting fees. This cost is an Allowance of \$ 20,000 in General Conditions.
- 1.18 BBI shall receive from Owner, Consultant and/or Design Team reviews and/or responses as follows:
- Review and respond to Request for Information (RFI) 7 Calendar Days

- Review and Respond to Submittals 14 Calendar Days
- Review and Respond to Applications for Payment..... 7 Calendar Days
- Review and Respond to Contingency Utilizations Proposals 7 Calendar Days
- Review and Respond to Change Orders 7 Calendar Days

Failure to respond in these time frames may have adverse effects on the project schedule and may require an adjustment of time and cost.

1.19 At the completion of the project, or earlier if possible, there shall be a reconciliation of the Owner Direct Purchase tax savings. Any remaining balances shall be returned to the Construction Manager and then subsequently returned to the applicable Trade Contractor.

1.20 The following costs are specifically excluded:

- Buy America, Buy American or any specific requirements regarding place of origin for materials and equipment
- Prevailing wage, Davis-Bacon
- Clean up and removal of trash and debris generated by owner's vendors (if any)
- Repair of work damaged by owner's vendors (if any)
- Miscellaneous structure, fasteners, bracing, painting or MEP connections of owner furnished items (if any)

1.21 Pursuant to Article 8.3.4 of General Conditions of the Contract for Construction, liquidated damages shall be established as part of the GMP at one thousand dollars and no cents (\$1000.00) per Calendar Day.

Division 02G – Athletic Flooring

1.1 The Athletic Flooring section includes all types of specialized exterior covering such as synthetic turf, PIP Rubber, Rubber Mulch, Bocce Court and Pickleball Courts:

Division 02F – Playground Equipment

1.1 Playground Equipment by Landscape Structures

Division 02J – Splash Pad Features, Sprayers and Associated Equipment/Infrastructure

1.1 Creatures and sprayers are manufactured by Landscape Structures and Vortex

Division 03A – Concrete

1.1 Concrete included per plans for slabs, foundations, walkways, curbs, transitions and base for PIP Flooring.

Division 04A - Masonry

- 1.1 CMU masonry include as shown.

Division 06A - Rough Carpentry

- 1.1 Round carpentry, framing, blocking sheathing and siding included where shown
- 1.2 Glue-Laminated beams, timbers and T&G sheathing included as shown.

Division 08A Doors, Frames and HW

- 1.1 Included per drawings and specs as shown.

Division 08B – Coiling OH Doors

- 1.1 Manually operated coiling overhead doors included as shown

Division 09B – Cementitious Stucco

- 1.1 Cementitious Stucco not included.

Division 09D - Painting

- 1.1 Included as shown

Division 09E – Concrete Floor Coating

- 1.1 Fluid applied floor coating included at Maintenance Building as an ALLOWANCE

Division 10B – Poligon Trellis, Shelters, Sail Shade

- 1.1 Trellis and Pavilion shelters by Poligon through Rep Services
- 1.2 Shelters are included at Volleyball, Small Dog Park or Horseshoes or any other previously existing areas.
- 1.3 Sail Shade System, by Shade Systems

Division 22A - Plumbing

- 1.1 All plumbing, all areas has been included as an allowance.

Division 23A HVAC

- 1.1 All HVAC, all areas has been included as an allowance

Division 26A -Electrical

- 1.1 Electrical included as shown

Division 31A - Sitework

- 1.1 All Sitework, all areas have been included as an allowance.

Division 31B – Chain Link Fence

- 1.1 Included as shown at Pickleball Courts and top of Handball.

Division 32A – Landscaping and Irrigation

- 1.1 Landscaping and Design-Build Irrigation System provided at Holland Splash Park and Playground area only.
- 1.2 Any other Landscape costs shown are strictly for repairing or revitalizing any areas disturbed during construction activities.

Division 32B – Site Furnishings

- 1.1 Site Benches and garbage receptacles have been included as an allowance.
- 1.2 The bench wall and snake wall are provided by Cost of Wisconsin.

GMP Attachment #3 - Specifications dated 3/20/19

Spec Book	Spec	Title	Date Issued
Holland Park Technical Specifications	02 41 19	Selective Demolition	2/4/2019
Holland Park Technical Specifications	03 20 00	Concrete Reinforcing	2/4/2019
Holland Park Technical Specifications	03 30 00	Cast-in-Place Concrete	2/4/2019
Holland Park Technical Specifications	04 22 00	Concrete Unit Masonry	2/4/2019
Holland Park Technical Specifications	06 10 53	Miscellaneous Rough Carpentry	2/4/2019
Holland Park Technical Specifications	06 13 00	Heavy Timber Construction	2/4/2019
Holland Park Technical Specifications	06 16 00	Wood Roof Decking	2/4/2019
Holland Park Technical Specifications	06 17 53	Sheathing	2/4/2019
Holland Park Technical Specifications	06 18 00	Shop-Fabricated Wood Trusses	2/4/2019
Holland Park Technical Specifications	06 64 00	Plastic Paneling	2/4/2019
Holland Park Technical Specifications	07 41 13.16	Standing-SeamMetal Roof Panels	2/4/2019
Holland Park Technical Specifications	07 71 00	Roof Specialties	2/4/2019
Holland Park Technical Specifications	08 11 13	Hollow Metal Doors and Frames	2/4/2019
Holland Park Technical Specifications	08 33 23	Overhead Coiling Doors	2/4/2019
Holland Park Technical Specifications	08 90 00	Fixed Louvers	2/4/2019
Holland Park Technical Specifications	09 24 00	Cement Plastering (Stucco)	2/4/2019
Holland Park Technical Specifications	09 96 00	High-Performance Coatings	2/4/2019
Holland Park Technical Specifications	10 21 13.19	Plastic Toilet Compartments	2/4/2019
Holland Park Technical Specifications	11 33 00	Retractable Stairs	2/4/2019
Holland Park Technical Specifications	22 11 16	Domestic Water Piping	2/4/2019
Holland Park Technical Specifications	22 13 16	Sanitary Waste and vent Piping	2/4/2019
Holland Park Technical Specifications	22 42 13.13	Commercial Water Closets	2/4/2019
Holland Park Technical Specifications	23 42 13.16	Commercial Urinals	2/4/2019
Holland Park Technical Specifications	24 42 16.13	Commercial Lavatories	2/4/2019
Holland Park Technical Specifications	26 00 00	Electrical	2/4/2019
Holland Park Technical Specifications	26 05 00	Common Work Results	2/4/2019
Holland Park Technical Specifications	26 05 19	Low Voltage Electrical Power Conductors and Cables	2/4/2019
Holland Park Technical Specifications	26 05 26	Grounding and Breaking	2/4/2019
Holland Park Technical Specifications	26 05 29	Hangers and Supports	2/4/2019
Holland Park Technical Specifications	26 05 33	Raceways and Boxes	2/4/2019
Holland Park Technical Specifications	26 05 53	Identification	2/4/2019
Holland Park Technical Specifications	26 09 23	Lighting Control Devices	2/4/2019
Holland Park Technical Specifications	26 22 00	Low Voltage Transformers	2/4/2019
Holland Park Technical Specifications	26 24 16	Panelboards	2/4/2019
Holland Park Technical Specifications	26 27 26	Wiring Devices	2/4/2019
Holland Park Technical Specifications	26 28 13	Fuses	2/4/2019
Holland Park Technical Specifications	26 28 16	Enclosed Switches and Circuit Breakers	2/4/2019
Holland Park Technical Specifications	26 51 00	Interior Lighting	2/4/2019
Holland Park Technical Specifications	26 56 00	Exterior Lighting	2/4/2019
Holland Park Technical Specifications	27 05 00	Common Results for Communications	2/4/2019
Holland Park Technical Specifications	27 11 00	Communications Equipment Room Fittings	2/4/2019
Holland Park Technical Specifications	28 05 00	Common Work Results for Electronic Safety and Security	2/4/2019
Holland Park Technical Specifications	31 20 00	Earth Moving	2/4/2019
Holland Park Technical Specifications	31 31 16	Termite Control	2/4/2019
Holland Park Technical Specifications	32 31 13	Chain Link Fences and gates	2/4/2019
Holland Park Technical Specifications	32 84 00.01	Subsurface Irrigation	2/4/2019
SM&E Specifications	02 41 16	Site Demolition	2/4/2019
SM&E Specifications	11 68 00	Play Field Equipment and Structures	2/4/2019
SM&E Specifications	12 93 00	Site Furnishings	2/4/2019
SM&E Specifications	26 05 00	Common Work Results for Electrical	2/4/2019
SM&E Specifications	26 05 19	Low Voltage Electrical Power Conductors and Cables	2/4/2019
SM&E Specifications	26 05 26	Grounding and Bonding for Electrical Systems	2/4/2019
SM&E Specifications	26 05 33	Raceway and Boxes for Electrical Systems	2/4/2019
SM&E Specifications	26 05 53	Identification for Electrical Systems	2/4/2019
SM&E Specifications	26 09 23	Lighting Control Devices	2/4/2019
SM&E Specifications	26 24 16	Panelboards	2/4/2019
SM&E Specifications	26 27 26	Wiring Devices	2/4/2019
SM&E Specifications	26 28 13	Fuses	2/4/2019
SM&E Specifications	26 53 00	Exterior Lighting	2/4/2019

SM&E Specifications	26 56 19	LED Exterior Lighting	2/4/2019
SM&E Specifications	31 11 00	Clearing & Grubbing	2/4/2019
SM&E Specifications	31 20 00	Site Excavation	2/4/2019
SM&E Specifications	31 23 35	Excavating and Backfilling for Service utilities	2/4/2019
SM&E Specifications	31 23 40	BackFilling and Finish Grading	2/4/2019
SM&E Specifications	31 71 15	Proof Rolling	2/4/2019
SM&E Specifications	32 05 23	Site Concrete Work	2/4/2019
SM&E Specifications	32 14 00	Unit Paving	2/4/2019
SM&E Specifications	32 18 16.13	Playground Protective Surfacing	2/4/2019
SM&E Specifications	32 18 16.13	Playground Protective Surfacing Specs	2/4/2019
SM&E Specifications	32 84 00	Irrigation Spec 2018 Performance	2/4/2019
SM&E Specifications	32 92 00	Turf and Grasses	2/4/2019
SM&E Specifications	32 93 00	Plants	2/4/2019
SM&E Specifications	33 11 20	Domestic Water & Fire Services	2/4/2019
SM&E Specifications	33 13 00	Disinfection of Water Distribution System	2/4/2019
SM&E Specifications	33 30 00	Sanitary Sewage System	2/4/2019
SM&E Specifications	33 40 00	Storm Drainage Systems	2/4/2019

GMP Attachment #4 - Drawings dated 3/20/19

Plan Book	Sheet Number	Sheet Title	Date
Holland Park Improvements	CS	Cover Sheet/Notes/Location	1/2/2019
Holland Park Improvements	SP	Holland Park Site Plan	8/24/2018
Holland Park Improvements	Dwg No. 1	Bocce Pavilion Site Existing Conditions & Demolition	10/1/2018
Holland Park Improvements	Dwg No. 2	Bocce Pavilion Site Plan	10/1/2018
Holland Park Improvements	Dwg No. 3	Bocce Pavilion Site Drainage	10/1/2018
Holland Park Improvements	A-101	Bocce Pavilion Existing & Demolition nPlan	10/19/2018
Holland Park Improvements	A-102	Bocce Pavilion Foundation Plan	12/12/2018
Holland Park Improvements	A-103	Bocce Pavilion Floor Plan	12/12/2018
Holland Park Improvements	A-104	Bocce Pavilion Roof and Roof Framing Plan	12/12/2018
Holland Park Improvements	A-105	Bocce Pavilion Elevations	10/19/2018
Holland Park Improvements	E-106	Bocce Pavilion Electric Lighting Plan	8/24/2018
Holland Park Improvements	P-107	Bocce Pavilion Underground Irrigation Plan	12/12/2018
Holland Park Improvements	A-201	Restrooms Demolition and Floor Plan	12/12/2018
Holland Park Improvements	A-202	Restrooms Elevations and Details	12/12/2018
Holland Park Improvements	A-203	Restrooms Sections and Details	12/12/2018
Holland Park Improvements	E-204	Restrooms Electrcial Plan	1/21/2019
Holland Park Improvements	MP-204	Restrooms Plumbing and Electrical Plan	1/21/2019
Holland Park Improvements	A-301	Handball Courts Foundation plan	12/12/2018
Holland Park Improvements	A-302	Handball Courts Floor Plan	12/12/2018
Holland Park Improvements	A-303	Handball Courts Sections & Details	12/12/2018
Holland Park Improvements	A-304	Handball Courts Elevations	12/12/2018
Holland Park Improvements	Sheet 1	Pickleball Geometry Plan	10/3/2018
Holland Park Improvements	Drawing 1/1	Maintenance Building Site Plan	12/19/2018
Holland Park Improvements	A-401	Maintenance Building Foundation Plan	12/12/2018
Holland Park Improvements	A-402	Maintenance Building Floor Plan	12/12/2018
Holland Park Improvements	A-403	Maintenance Building Sections & Elevations	1/22/2019
Holland Park Improvements	A-404	Maintenance Building Roof Plan	12/12/2018
Holland Park Improvements	E-405	Maintenance Building Electrical Plan	1/21/2019
Holland Park Improvements	M-406	Maintenance Building Mechanical Plan	1/21/2019
Holland Park Improvements	A-601	Kompan Adult Fitness Equipment (Shop Drawing)	9/25/2018
Holland Park Improvements	E0.0	Electrical Legend, Abbreviations, Panel Scheudles & Specs	8/24/2018
Holland Park Improvements	E0.1	Electrical Site Plan	8/24/2018
Holland Park Improvements	E1.0	Tennis, Bocce ball, Handball & Fitness Area (enlarged)	8/24/2018
Holland Park Improvements	E1.1	Volleyball, Bocce ball, Shuffle Board, & Horseshoe Area (enlarged)	8/24/2018
Holland Park Improvements	E2.0	Lighting protection and plan and details	8/24/2018
Holland Park Improvements	E3.0	Details	8/24/2018
Holland Park Improvements	E3.1	Sesco Lighting Data	8/24/2018
Holland Park Improvements	E4.0R	Musco Lighting Data	8/24/2018
Holland Park Improvements	E4.1R	Musco Lighting Data	8/24/2018
Holland Park Improvements	E4.2R	Musco Lighting Details	8/24/2018
Holland Park Phase 2	C-001	Notes	11/29/2018
Holland Park Phase 2	C-010	Erosion Control Plan	11/29/2018
Holland Park Phase 2	C-011	Erosion Control Plan	11/29/2018
Holland Park Phase 2	C-020	Utility Plan	11/29/2018
Holland Park Phase 2	C-100	Overall Site layout Plan	11/29/2018
Holland Park Phase 2	C-101	Site Layout Plan	11/29/2018
Holland Park Phase 2	C-102	Site Layout Plan	11/29/2018
Holland Park Phase 2	C-103	Site Layout Plan	11/29/2018
Holland Park Phase 2	C-104	Site Layout Plan	11/29/2018
Holland Park Phase 2	C-200	Overall Grading Plan	11/29/2018
Holland Park Phase 2	C-201	Grading and Drainage Plan	11/29/2018
Holland Park Phase 2	C-202	Grading and Drainage Plan	11/29/2018
Holland Park Phase 2	C-203	Grading and Drainage Plan	11/29/2018
Holland Park Phase 2	C-204	Grading and Drainage Plan	11/29/2018
Holland Park Phase 2	C-300	Details	11/29/2018
Holland Park Phase 2	L-010	Site Zone Plan	11/29/2018
Holland Park Phase 2	L-011	Demolition Plan	11/29/2018
Holland Park Phase 2	L-012	Tree Protection Details	11/29/2018
Holland Park Phase 2	L-100	Finish Schedule	11/29/2018

Holland Park Phase 2	L-101	Finish Schedule	11/29/2018
Holland Park Phase 2	L-102	Hardscape Plan	11/29/2018
Holland Park Phase 2	L-103	Hardscape Plan	11/29/2018
Holland Park Phase 2	L-104	Hardscape Plan	11/29/2018
Holland Park Phase 2	L-105	Hardscape Plan	11/29/2018
Holland Park Phase 2	L-110	Play Equipment	11/29/2018
Holland Park Phase 2	L-111	Play Equipment	11/29/2018
Holland Park Phase 2	L-112	Play Equipment	11/29/2018
Holland Park Phase 2	L-113	Play Equipment	11/29/2018
Holland Park Phase 2	L-114	Play Equipment	11/29/2018
Holland Park Phase 2	L-115	Play Equipment	11/29/2018
Holland Park Phase 2	L-116	Play Equipment	11/29/2018
Holland Park Phase 2	L-117	Play Equipment	11/29/2018
Holland Park Phase 2	L-118	Play Equipment	11/29/2018
Holland Park Phase 2	L-119	Splash Equipment	11/29/2018
Holland Park Phase 2	L-120	Splash Equipment	11/29/2018
Holland Park Phase 2	L-121	Splash Equipment	11/29/2018
Holland Park Phase 2	L-122	Splash Equipment	11/29/2018
Holland Park Phase 2	L-123	Splash Equipment	11/29/2018
Holland Park Phase 2	L-124	Splash Equipment	11/29/2018
Holland Park Phase 2	L-125	Splash Equipment	11/29/2018
Holland Park Phase 2	L-301	Wayfinding Plan	11/29/2018
Holland Park Phase 2	L-302	Wayfinding Plan	11/29/2018
Holland Park Phase 2	L-303	Wayfinding Plan	11/29/2018
Holland Park Phase 2	L-304	Wayfinding Plan	11/29/2018
Holland Park Phase 2	L-401	Hardscape Details	11/29/2018
Holland Park Phase 2	L-402	Hardscape Details	11/29/2018
Holland Park Phase 2	L-403	Hardscape Details	11/29/2018
Holland Park Phase 2	L-404	Not In Use	11/29/2018
Holland Park Phase 2	L-405	Hardscape Details	11/29/2018
Holland Park Phase 2	L-406	Not In Use	11/29/2018
Holland Park Phase 2	L-407	Hardscape Details	11/29/2018
Holland Park Phase 2	L-410	Structure Details	11/29/2018
Holland Park Phase 2	L-411	Structure Details	11/29/2018
Holland Park Phase 2	L-412	Structure Details	11/29/2018
Holland Park Phase 2	L-413	Structure Details	11/29/2018
Holland Park Phase 2	L-414	Structure Details	11/29/2018
Holland Park Phase 2	L-415	Structure Details	11/29/2018
Holland Park Phase 2	L-416	Structure Details	11/29/2018
Holland Park Phase 2	L-417	Structure Details	11/29/2018
Holland Park Phase 2	L-501	Landscape Plan	11/29/2018
Holland Park Phase 2	L-502	Landscape Plan	11/29/2018
Holland Park Phase 2	L-503	Landscape Plan	11/29/2018
Holland Park Phase 2	L-504	Landscape Plan	11/29/2018
Holland Park Phase 2	L-505	Plant Schedule and Notes	11/29/2018
Holland Park Phase 2	L-506	Landscape Details	11/29/2018
Holland Park Phase 2	L-600	Spray Zone Layout	11/29/2018
Holland Park Phase 2	L-601	Site Layout	11/29/2018
Holland Park Phase 2	L-602	WQMS Equipment Layout	11/29/2018
Holland Park Phase 2	L-603	Plumbing Layout	11/29/2018
Holland Park Phase 2	L-604	Plumbing Layout	11/29/2018
Holland Park Phase 2	L-605	Splash Pad/ Water Feature	11/29/2018
Holland Park Phase 2	L-606	Splash Pad/ Water Feature	11/29/2018
Holland Park Phase 2	L-607	Splash Pad/ Water Feature	11/29/2018
Holland Park Phase 2	L-608	Splash Pad/ Water Feature	11/29/2018
Holland Park Phase 2	L-609	Splash Pad/ Water Feature	11/29/2018
Holland Park Phase 2	A-501	Pump House Plans	11/29/2018
Holland Park Phase 2	A-502	Sections and Details	11/29/2018
Holland Park Phase 2	L-801	Electrical Plan	11/29/2018
Holland Park Phase 2	L-802	Electrical Details	11/29/2018



CONSTRUCTION
MANAGEMENT, INC.

Design-Build
General Contracting
Construction Management

VALUE ENGINEER AND SCOPE REDUCTION

CITY OF PALM COAST - HOLLAND PARK PHASE 2 & RALPH CARTER PARK

March 28, 2019

PLEASE NOTE: The proposed changes/savings shown represent BBIs cost only and does not included insurance, bond, contingency or fee. See Cost Summary (Attachment #1) for these items.

Requested deletions and ALLOWANCE additions result in a **total potential savings of \$1,129,129** summarized immediately below followed by more detailed description in Section 2 - Detail.

SECTION 1 – SUMMARY RESULTS

1. Bears and Panther
 - a. Deduct \$85,000
2. Snake, sand and sail
 - a. Deduct \$100,000
3. Bocce deletions and ALLOWANCE additions
 - a. Deduct \$150,720
4. Delete Handball Court in its entirety
 - a. Deduct \$260,181
5. Delete Holland Park Pickleball in its entirety
 - a. Deduct \$157,504
6. Remove MUSCO Lighting at Holland Pickleball
 - a. Deduct \$38,000
7. Delete Adult Fitness Area in its entirety
 - a. Deduct \$251,672
8. Ralph Carter Pickleball – use asphalt Plexipave base in lieu of concrete base
 - a. Deduct \$61,052
9. BBI Credit for Lump Sum General Conditions billed equally, monthly during project
 - a. Deduct \$25,000

SECTION 2 -DETAIL

- 1.1 Remove Black Panther, Bear and Bear Cub from Playground (keep tree removal in contract and surfacing so the Panther, Bear and Bear Cub can be added back if there is Contingency balance left towards end of the project).
 - 1.1.1 Baby Bear Cubs (2) each @ \$9,496 each = **\$18,992**
 - 1.1.2 Mother Bear (1) each = \$24,417
 - 1.1.3 Panther (1) each = \$41,591
 - 1.1.4 **Total deduct for this item is \$85,000**

- 1.2 Remove Snake and Sand Pit include credit for snake, sand and shade sail. Keep in contract an ALLOWANCE for basic landscaping such as shrubs, so when possible, remove and add another play feature in the future.
 - 1.2.1 Remove Snake Wall w1 (88,000) + Sand (\$2,000) + Shade Sail (\$15,000) = **\$105,000**
 - 1.2.2 Add landscaping **ALLOWANCE \$5,000**
 - 1.2.2.1 **Total Deduct for this item is \$100,000.**

- 1.3 Remove entire covering over bocce courts including the drain system for the roof gutters. Provide a cost to provide a shade sail over this area including al ALLOWANCE to provide electrical to this area for lighting (shade sail to be high enough so we can have light poles around bocce court pad for lighting)
 - 1.3.1 Remove heavy wood timbers, Glu-lam and tongue and groove plank roof sheathing = \$144,920
 - 1.3.2 Remove split-face masonry piers at eight columns = \$10,800
 - 1.3.3 Remove underlayment, standing seam metal roof, gutters, downspouts and storm connections = \$65,000
 - 1.3.3.1 Total deduct before adding shade structure = **\$220,720**
 - 1.3.4 **ALLOWANCE** FOR SHADE STRUCTURE - \$50,000 (sail) + \$20,000 (concrete footings) = add of **\$70,000**
 - 1.3.5 **Total estimated savings - \$220,720 - \$100,000 = \$150,720**

- 1.4 Remove Handball Courts, include all associated costs such as lighting, electrical conduit, card access, etc.
 - 1.4.1 **Total deduct for removing handball in its entirety = \$260,181**

- 1.5 Remove Holland Park Pickleball Courts; include all associated costs such as MUSCO lighting, fencing, windscreen, etc.
 - 1.5.1 **Total deduct for deleting Holland Park Pickleball in its entirety = \$157,504**

- 1.6 Remove MUSCO lighting at Tennis, Shuffleboard, Volleyball, Horseshoe and Holland Pickleball.

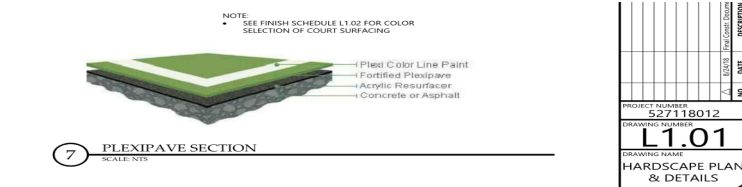
1.6.1 Total deduct = \$38,000

- 1.7 Remove Fitness Area; include all associated costs such as lighting, concrete curb, drainage, sidewalks repair, etc.

1.7.1 Total deduct for deleting Adult Fitness Area in its entirety = \$251,672

- 1.8 Provide VE cost to provide asphalt in lieu of concrete for Pickleball courts at Ralph Carter. Need detail section of subgrade, pavement, finish with specifications so design team can analyze as acceptable design.

- 1.8.1 Use asphalt base Pickleball Courts in lieu of concrete base (approximately 900 square feet of concrete will remain for bench and walk areas)



1.8.1.1 Total Proposed Credit concrete to asphalt courts = \$61,052

- 1.9 BBI to provide credit of \$25,000 for Lump Sum General Conditions to be billed and paid in equal monthly sums for the duration of the project.

1.9.1.1 Total deduct for Lump Sum General Conditions = \$25,000

WORK ORDER # 1
PO #: _____



DATE: 03 / 20 / 19

Project Manager's Initials SK _____

SUPPLIER INFORMATION		BID DETAILS	
Name	Joseph Pozzuoli Architect	Project Title	Holland Park Phase II
Street	314 Moody Boulevard	Bid #	RFSQ-CD-CME-18-12
City, State, Zip	Flagler Beach, Fl 32136	City Council Approval date	2/06/2018

TOTAL COST: \$33,985.50

(must equal amount of Purchase Order)

- INCORPORATION BY REFERENCE** The provisions of the agreement dated 02 / 10 / 18 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
- 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 ____%
- PRICING** (chose one): ☒ ATTACHED ☐ INCLUDED IN CONTRACT
- SCHEDULE** (chose one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY - 6 / 20 / 20
- DESCRIPTION OF SERVICES** (chose one): ☐ ATTACHED ☐ INCLUDED IN CONTRACT
- OTHER ATTACHMENTS TO THIS WORK ORDER:** ☐ No ☐ Yes If yes, identify below:

- 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.
- 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.

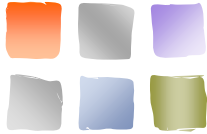
WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this 20 day of MARCH, 2019, for the purposes stated herein.

SUPPLIER APPROVAL

By: [Signature]
Print: JOSEPH D. POZZUOLI
Title: Architect/Pres.
Date: 3.20.19

CITY APPROVAL

By: _____
Print Name: _____
Title: Assistant City Manager or Designee
Date: _____



JOSEPH POZZUOLI ARCHITECT

AR 13178 ID 4843

Page | 1

November 20, 2018

JPA Project No. 218102

City of Palm Coast
Carl Cote
Construction Management & Engineering Manager
160 Lake Avenue
Palm Coast, FL 32164
386-986-3748
ccote@palmcoastgov.com

RE: Holland Park Phase II: Construction Phase Services

Dear Carl,

We appreciate the opportunity to present this proposal to **City of Palm Coast** ("Client") to provide **Construction Phase Services** that are required for the development of this exciting Holland Park Phase II Design. This letter will serve as my firm's proposal and upon acceptance will become our agreement. Thank you for this opportunity to be your Architect for this creative venture.

Sincerely,
Joseph Pozzuoli Architect

We at JPA envision projects thoroughly tailored to the functional necessities of our clients, all the while exhibiting a freshness of form and innovative design on the leading edge of both construction and environmental technologies (Building Green). Based upon our knowledge of the Architectural program requirements for this project, along with our knowledge of the Permitting process within the **City of Palm Coast, FL**, **Joseph Pozzuoli Architect** (JPA) are confident that with the cooperation of the project's other Consultants, your project goals can be met on time and on budget. Our clients take part in the design process and benefit from a range of services such as feasibility studies, contractor selection, construction management, site observation and interiors.

Architecture Matters: Design, Create, Inspire.
"We're designing places where people want to be"

Services will commence promptly after the receipt of the executed Agreement and a \$ 0.00 deposit fee. The general provisions for this proposal are based on the applicable portions of General Provisions in the "Standard Form of Letter Agreement between Owner and Architect for Professional Services" as prepared by the American Institute of Architects. This proposal, the attached Exhibit "A" through "C", and the said general provisions represents the entire understanding between **City of Palm Coast** and **JPA** and may only be modified in writing signed by both parties. This proposal will be open for acceptance for 60 days, unless changed by JPA in writing. We look forward to getting started on this effort. Please telephone if you have questions relative to our proposal. If the above terms and conditions were acceptable to you, a signed return copy for our files and a retainer would be required to start work on this project.

ARCHITECTURE * PLANNING * INTERIORS

314 Moody Boulevard * Flagler Beach, FL 32136 * P: 386.439.5650 * F: 386.439.5651
* **www.jpafloida.com** *

November 20, 2018

JPA Project No. 218102

City of Palm Coast
Carl Cote
Construction Management & Engineering Manager
160 Lake Avenue
Palm Coast, FL 32164
386-986-3748
ccote@palmcoastgov.com

RE: Holland Park Phase II: Construction Phase Services

Sincerely,

Joseph Pozzuoli Architect



Joseph D. Pozzuoli, AIA, ID, ICAA
Principal

TABLE OF CONTENTS

Attachments:	Exhibit "A"	Scope of Professional Services	1-5
	Exhibit "B"	Schedule of Hourly Rates and Other Charges	6
	Exhibit "C"	Standard Provisions	7-10

Accepted and granting authority to proceed this _____ day of _____, 2018.

The undersigned, _____, is authorized to sign this Agreement on behalf of

City of Palm Coast and Joseph Pozzuoli Architect may rely on his/her representations.

By: _____
Carl Cote - Owner Representative

Title: Client

****Note**** Unsigned proposals are considered to be accepted in full if notified by phone or email to proceed with Architectural and Engineering Services

cc File
JDP/lis- G1_11.20.18 /218102

EXHIBIT "A"
To the Letter Agreement Between
City of Palm Coast
and
Joseph Pozzuoli Architect
For
Holland Park - Phase II – Construction Phase Services
November 20, 2018

SCOPE OF PROFESSIONAL SERVICES

Holland Park PH II – Construction Phase Services requested per an email dated October 12, 2018 from Susan Knopf at the City of Palm Coast.

Scope of Work

Construction Phase Services – “Tasks”

- Shop drawing and submittal reviews.
- Review of CM pay applications.
- Response to all RFI's during the Construction Phase.
- Monthly site visits (total of 12) during the construction phase to verify level of progress for CM pay applications.
- Substantial Completion walk through and report.
- Review and approve CM provided As-Builts.

Fee Proposal:

We propose the following: *Lump Sum Not to Exceed Fee = \$ 33,985.50 Construction Phase Services.*

- Monthly Draws based on Tasks Completed – Track Time.
- MEP Engineering Shop Drawing Review / RFI's / (2) Site Visits included.
- JPA – Principal and Project Architect included.
- JPA – Administration and CAD clarifications included.
- Mileage costs, reproduction costs & other reimbursables are included within the fee structure below.

***Additional site visits: Travel time, site visit, field report = at contracted rates.**

Break Down: Not to exceed \$33,985.00

Note: Architects discretionary discount for typical hourly rates quoted - \$75.50/hr.

Architectural

Shop Design Review – 96 hrs. =	\$ 7,248.00
Review of CM pay applications – 20 hrs. =	\$ 1,510.00
RFI's – 40 hrs. =	\$ 3,020.00
Site Visits – 96 hrs. =	\$ 7,248.00
Substantial Comp. Walkthrough and Report – 16 hrs. =	\$ 1,208.00
<u>Review & Approve CM As-Builts – 8hrs. =</u>	<u>\$ 604.00</u>
Total hrs. 276 x \$75.50 =	\$20,838.00 Subtotal Architectural

MEP

Shop Drawings – 32 hrs. =	\$ 2,416.00
RFI's – 25 hrs. =	\$ 1,887.50
Site Visits (2) @ 4 hrs. ea = 8 hrs @ \$75.50 =	\$ 604.00
MEP Total Hrs. 65	\$ 4,907.50

JDP

Principal's T & M – 80 hrs. =	\$ 6,040.00
-------------------------------	-------------

Administration JPA

40 hrs. @ 55.00/ hr. =	\$ 2,200.00
------------------------	-------------

Total hrs. 145 x \$75.50, 40 x \$55.00 =	\$13,147.50 Subtotal MEP, JDP, & Admin
	\$33,985.50 Total for JPA CA

Note: Architects discretionary discount for typical hourly rates quoted - \$75.5/hr.

Phase Four - Construction Contract Administration

In this phase JPA will assist the General Contractor in providing administration of the construction contract as contained in the latest edition of The American Institute of Architects document. General Conditions – Articles 1 thru 14.

- Review of shop drawings and other submissions from the contractor.
- Appropriate interval visits to the site to determine in general if the work is preceding in conformance with the construction documents.
- Preparing Change Orders.
- Reviewing contractors Application for Payment and issuing Certificates of Payment.
- Determine Substantial and Final completion.

Additional Services

Upon Owners request, the following can be provided at an hourly rate – Unless Noted Otherwise:

Interior Design, DRC Approvals, Site Plan Approvals, City/County Commission Approvals, Civil Engineering, Landscaping, Irrigation, Rezoning, Comprehensive plan amendment, variances, special exceptions, etc. Permit Fees, ~~construction contract administration~~, application fees, soil borings, surveying, testing services, special inspector services, ~~shop drawing reviews~~, ~~construction cost budgeting~~, Civil Engineering certifications, fire sprinkler drawings or calculations, parking layout, etc. storm water management system and drainage, drainage calculations and approvals from the DEP design, environmental assessments, concurrency reservation application, traffic engineering or studies, tree mitigation, ~~bidding assistance~~, any taxes, fees, bonds, permitting services, design services and documentation required for LEED certification, design services commonly referred to "BIM", use of Revit, or other specialized software, multiple or alternate system designs other than as discussed herein "~~Record Drawings~~", as-built documentation, design updates necessary to accommodate building code revisions which would be unreasonable to expect to be anticipated at the onset of design, and any services not specifically included in the scope of services.

Joseph Pozzuoli Architect will execute reasonable care and professional skill in preparation and execution of the documents according to this agreement, but does not guarantee perfect or flawless judgment.

A survey must be provided in paper format and/or electronic format which accurately identifies all above ground improvements within the project site.

Additional work not specifically outlined within the scope of services listed above is to be charged on an hourly rate based on the attached Exhibit "B". These rates will be in effect for at least one year from contract date. The monthly carrying charge will be at 1.55%. The above does not include any surveying fees, soil testing fees, permitting fees, out of pocket expenses, all of which will be billed at their respective cost.

JPA shall invoice the Client at the beginning of the month for all reimbursable expenses and work performed during the proceeding month. Invoices shall be paid within thirty (30) days of receipt of invoice. In the event that an invoice is not paid in full within sixty (60) days, JPA reserves the right to stop all work and claim of lien as authorized by Florida's Construction Lien Law, and notify the Client. Client also agrees to pay any costs associated with collections of outstanding invoices including reasonable attorney's fees.

Additional consultants or additional services by consultants, photocopies, postage, express mail, courier services, out-of-town travel - @ \$0.55/mile, and other miscellaneous costs will be reimbursable at actual cost.

Payment requirements for services rendered are outlined in the attached Exhibit "C". Client will be billed for the work performed and expenses incurred based on Exhibit "A". Payment for any "Additional Services", work not specifically described in Exhibit "A", will be billed as the number of hours spent on the work and under the fee schedule of Exhibit "B". At your written request, we will provide you with an estimated fee for performing the additional services and make such work subject to all the terms and conditions of this Agreement.

JPA shall furnish (6) sets of final approved signed and sealed drawings as part of the lump sum price. Additional blueprints & plots will be invoiced with an additional charge of 1.5 times the cost of any printing company invoices paid by JPA. . In house printing will be invoiced at \$3.50 dollars per sheet (24"x36"), \$5.10 per sheet (30 x 42"), and \$1.75 per sheet (11" x 17").

EXHIBIT “B”
To the Letter Agreement Between
City of Palm Coast
and
Joseph Pozzuoli Architect
For
Holland Park - Phase II – Construction Phase Services
November 20, 2018

SCHEDULE OF HOURLY RATES AND OTHER CHARGES

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
Principal	Hour	\$ 185.00
Project Consultant/PE	Hour	\$ 155.00
Project Architect	Hour	\$ 135.00
Project Manager	Hour	\$ 100.00
CAD Operator/ Manager	Hour	\$ 90.00
Engineer Tech	Hour	\$ 85.00
Administration/ Clerical	Hour	\$ 55.00
Out of Pocket Expense	Expense	1.5x
Deposition/Court Testimony	Hour	\$ 275.00
Colored Renderings	24” x 36”	\$ 1,500.00 (min.)
	30” x 42”	\$ 2,000.00 (min.)
Graphic Design	Hour	\$ 130.00
Interior Design	Hour	\$ 130.00
Feasibility Studies	Hour	\$ 150.00
Finance Charge on Past Due Account	Balance	See Exhibit “C”

* The above unit rates are in effect as of January 1, 2018 and will be subject to an increase anytime after one year from that date.

EXHIBIT "C"
To the Letter Agreement Between
City of Palm Coast
and
Joseph Pozzuoli Architect
For
Holland Park - Phase II – Construction Phase Services
November 20, 2018

JOSEPH POZZUOLI ARCHITECT STANDARD PROVISIONS

1. JPA Scope of Services

JPA's undertaking to perform professional services and prepared documents necessary to obtain approvals by the applicable permitting agencies for the services specifically described in this Agreement. However, if requested by the Client and agreed to by JPA, JPA will perform additional services ("Additional Services") hereunder. JPA is also authorized, but not required, to perform Additional Services for services deemed appropriate by JPA in response to emergencies, unanticipated actions by the Client contractors, revised regulations, or requirements of authorities, if advance authorization cannot be obtained. JPA will notify the Client as soon as practical of the inception of such Additional Services.

2. Client's Responsibilities

In addition to other responsibilities described herein or imposed by law, the Client shall:

- a. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b. Arrange for access to the site and other private or public property as required for JPA to provide its services.
- c. Review all documents or oral reports presented by JPA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of JPA.
- d. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of JPA's services.
- e. Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or JPA may reasonably request.
- f. Give prompt written notice to JPA whenever the Client becomes aware of any development that affects the scope and timing of JPA's services or any defect or noncompliance in any aspect of the project.
- g. Bear all costs incident to the responsibilities of the Client.

3. Period of Services

Unless otherwise stated herein, JPA will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to any circumstances that JPA does not control. Such a delay or suspension shall not terminate this Agreement unless JPA elects to terminate pursuant to other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond JPA's control, the various rates of compensation provided for this Agreement shall be renegotiated.

If the services covered by this agreement have not been completed within 24 months from the date that this contract was signed by both parties, through no fault of JPA or the design team, JPA compensation for the incomplete portion of the work shall be on a time and materials basis billed at the hourly rate of \$300.00 per hour.

4. Compensation for Additional Services

Unless otherwise agreed to in writing, the Client shall pay JPA for the performance of any Additional Services as amount based-upon JPA's current hourly rates plus an amount to cover certain direct expenses including in-house duplicating and blueprints, local mileage, telephone calls, electronic messaging, postage, and word processing. Other direct expenses will be billed at 1.5 times cost.

5. Method of Payment

Compensation shall be paid to JPA in accordance with the following provisions:

- a. Invoices will be submitted by JPA to the Client per Exhibit "A". Payment of each invoice will be due within 25 days of receipt. The Client shall also pay to JPA all taxes, if any, whether state, local, or federal, levied with respect to amounts paid hereunder. JPA shall be compensated in U.S. dollars. Interest will be added to accounts after 25 days at 1.5% per month. If the Client fails to make any payment due JPA for services and expenses within 30 days after JPA's transmittal of its invoice, JPA may, after giving 7 days written notice to the client, suspend services under this agreement until all amounts due are paid in full.
- b. If the Client objects to an invoice, it must advise JPA in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- c. If JPA initiates legal proceedings to collect payment, the prevailing party shall be entitled to payment by the other party of all reasonable cost, charges and expenses, including reasonable attorneys' fees relating to such action through all levels of proceedings, expended or incurred in connection therewith by the prevailing party.
- d. The Client agrees that the payment for services rendered and expenses incurred by JPA pursuant to this Agreement is not subjected to any contingency or condition.

6. Use of Documents

All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by JPA are related exclusively to the services described in this Agreement. Any modifications made by the Client to any of the JPA's documents, or any partial use or reuse of the documents without written authorization or adaptation by JPA will be at the Client's sole risk and without liability or legal exposure to JPA, and the Client shall indemnify, defend and hold the Construction harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting there from. Any authorization or adaptation will entitle JPA to further compensation at rates to be agreed upon by the Client and JPA.

7. Opinions of Cost

Because JPA does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. JPA cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the client wishes great assurance as to the amount of any cost, it shall employ an independent cost estimator. JPA's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, JPA shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by JPA as a result of such termination. If JPA's compensation is a fixed fee, the amount payable for services will be proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by JPA, to the total amount of services which were to have been performed, less prior partial payments.

9. Insurance

JPA is protected by Professional liability insurance for E & O and will exchange certificates of insurance upon request. If the Client directs JPA to obtain increased insurance coverage, or if the nature of JPA's activities requires additional insurance coverage, JPA will take out such additional insurance, if obtainable, at the Client's expenses. Following is a summary of JPA's insurance coverage:

- a. Professional Liability coverage in the amount of \$ 1,000,000.00 for each occurrence with \$1,000,000.00 general aggregate.
- b. General Liability Insurance coverage in the amount of \$ 1,000,000.00 for each occurrence with \$2,000,000.00 general aggregate.

10. Liability

In performing its professional services, JPA will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by JPA's undertaking herein or its performance of services, and it is agreed that JPA is not a fiduciary with respect to the client. JPA agrees that during the period in which an action otherwise could be brought against it JPA will hold the Client harmless from loss, damage, injury, or liability arising directly and solely from the negligent acts or omissions of JPA, its employees, agents, subcontractors and their employees and agents but only to the extent set forth as follows. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of JPA and JPA's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of JPA's or JPA's officers, directors, employees, agents, and subconsultants, shall not exceed the total compensation received by JPA under this Agreement or \$25,000.00 whichever is greater. Under no circumstances shall JPA be liable for lost profits or consequential damages, for extra costs or other consequences due to change conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

ANY CLAIM FOR CONSTRUCTION DEFECTS IS SUBJECT TO NOTICE AND CURE PROVISIONS OF CHAPTER 588, FLORIDA STATUTES.

11. Certifications

Guarantees and Warranties: JPA shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence JPA cannot ascertain.

12. Expenses of Litigation

If litigation or arbitration related to the services performed is initiated against JPA by the Client, its contractors, or subcontractors, the prevailing party shall be entitled to payment by the other party of reasonable cost, charges and expenses, including attorney's fees relating to such action through all levels of proceedings, expended or incurred in connection therewith by the prevailing party.

13. Dispute Resolution

All claims by the either party arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

14. Hazardous Substances and Conditions

Unless stated in the scope of services, it is agreed that the Client does not request JPA to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law.

15. Construction Phase Services

- a. If JPA's services include the preparation of documents to be used for construction, JPA shall not be responsible for any interpretation of the intent of its documents if it is not retained and paid for periodic site visits. If JPA is contracted to perform inspections, it is JPA's responsibility to report and inform Client of contractor's progress of work and standard workmanship.
- b. JPA shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall JPA have any authority or responsibility to stop or direct the work of any contractor. JPA's visit will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by JPA. JPA neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its mean and methods; that the contractor shall indemnify the
- c. Client and JPA for all claims and liability arising out of job site accidents; and that the Client and JPA shall be made additional insured under the contractor's general liability insurance policy.

16. Assignment and Subcontracting

This Agreement gives no rights or benefits to anyone other than the Client and JPA and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and JPA. Neither the Client nor JPA shall assign or transfer any rights under or interest in this Agreement without the written consent of the other. However, nothing herein shall prevent or restrict JPA from retaining independent professional associates, subconsultants, and suppliers as JPA may deem appropriate.

17. Confidentiality

The Client consents to the use and dissemination by JPA of photographs of the project and to the use by JPA of facts, data and information obtained by JPA in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, JPA shall use reasonable care to maintain the confidentiality of that material.

18. Miscellaneous Provisions

This Agreement is to be governed by the law of the State of Florida. This Agreement shall bind, and the benefits, thereof shall inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This agreement can be supplemented or amended only by a written document executed by both parties. Any provisions in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19. Ownership of Design

All parties acknowledge and agree that all designs contemplated by or created pursuant to this agreement are instruments of service and shall remain the sole property of JPA. This agreement and fees quoted are for a single licensed use by the Client of the building plans and other documents created. JPA hereby grants to Client a license to use the building plans and other documents created under this agreement after payment in full is received of all fees and expenses. Any use of the plans, other than the single license use thereof, shall not be permitted without the advance, written consent of JPA.

20. NOTWITHSTANDING any paragraph of this Letter Agreement, pursuant to Florida Statute Section 588.0035, as that statute may now exist or hereafter amended, an individual, employee, or agent of the Architect may not be held individually liable for negligence.

WORK ORDER # 1
 PO #: _____



DATE: 3 / 19 / 20 19

Project Manager's Initials SK

SUPPLIER INFORMATION		BID DETAILS	
Name	S&ME	Project Title	Holland Park Phase II
Street	1615 Edgewater Drive, Ste 200	Bid #	RFQ-CD-CM-14-05
City, State, Zip	Orlando, FL 32804	City Council Approval date	05/20/2014

TOTAL COST: \$ 55,200.00
 (must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 06 / 27 / 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 - 04 / 05 / 20 19

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: Carrie E. Read
 Print: Carrie E. Read
 Title: Project Manager
 Date: 3/21/19

CITY APPROVAL

By: _____
 Print Name: _____
 Title: Assistant City Manager or Designee
 Date: _____



November 9, 2018
Revised: February 25, 2019

Mr. Carl Cote
Construction Management & Engineering Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Reference: Proposal for Construction Phase Services
Holland Park – Phase II
Palm Coast, Florida

Dear Mr. Cote:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for construction phase services for the referenced project. This proposal is based on an email dated October 12, 2018 from Susan Knopf outlining the scope of work requested by the City for construction phase services. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees.

This proposal is solely intended for the services described below. Use of this proposal and resulting documents, including the final deliverables, is limited to the above referenced project and client. No other use is authorized by S&ME, Inc.

◆ PROJECT INFORMATION

The Scope of Work includes Construction Phase Services for all Phase II elements including interactive water features, splash pad equipment, splash pad surfacing, play equipment, rubber surfacing, synthetic turf playground surfacing, picnic pavilions, a custom mound tunnel feature, a pergola with bench swings, hardscape and landscape areas as well as associated site furnishings

◆ Scope of Services

Task 1 – Construction Phase Services

Design team involvement during the construction phase can help to resolve issues that may arise, clarify contractor questions and provide oversight for material selections during construction observation site visits.



Task 1.1: Landscape Architecture

As part of this task, S&ME will:

- Review shop drawings for site improvements. All submittals must be submitted and approved by CM prior to review and approval by S&ME.
- Coordinate contractor questions and RFI responses. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Coordinate contractor questions and responses with sub consultants and vendors as necessary to preserve overall design intent of the project.
- Perform twelve (12) monthly site visits to observe construction progress and/or meet with the Client and Contractor. Each site visit will include an observation report and associated site photos in PDF format sent to the Owner and Contractor.
- Perform a Final Walkthrough at the substantial completion of the Phase and prepare a Site Work punch list for review by the contractor.
- Review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.

Task 1.2: Civil Engineering

As part of this task, S&ME will:

- Review shop drawings for site improvements. All submittals must be submitted and approved by CM prior to review and approval by S&ME.
- Coordinate contractor questions and RFI responses. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform up to one (1) site visit to observe construction progress and/or meet with the Client and Contractor. Each site visit will include an observation report and associated site photos in PDF format sent to the Owner and Contractor.
- Perform a Final Walkthrough at the substantial completion of the Phase and prepare a Site Work punch list for review by the contractor.
- Assist in review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.

Task 1.3: Electrical Engineering

As part of this task, Clear Engineering will:

- Review shop drawings of Electrical shop drawings. All submittals must be submitted and approved by CM prior to review and approval by S&ME.
- Responses to contractors' Electrical requests for information (RFIs) during construction. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform a Final Walkthrough at the substantial completion of the Phase for review of Electrical installation and preparation of report.
- Assist in review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.



◆ FEE

Our professional fees for the above-described services will be invoiced as per the below fee schedule. All fees are lump sum and not to exceed the below amounts. The Owner shall be billed by percentage of task completed. S&ME will bill monthly for all work performed. Unpaid invoices after 30 days will accrue service charges at 1 1/2% per month and include any costs of collections and reasonable attorney's fees.

Applications, capacity and impact fees associated with application filings shall be the responsibility of the Owner or reimbursed to S&ME outside of the expenses contained in this proposal. Other reimbursable expenses including mileage for up to fifteen (15) site visits, printing and plotting are included in the below fees.

Task	Fee
Task 1: Construction Phase Services	\$55,200
TOTAL	\$55,200.00

Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

Additional site visits and associated observation reports can be provided for \$1,250 per visit (including mileage expenses).

◆ Schedule

Task	Scheduled Completion (after NTP)
Task 1: Construction Phase Services	12 months

If the construction schedule exceeds a period of 12 months from the NTP date, additional services will be requested.

◆ Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that S&ME can provide, the following services are specifically excluded from this proposal.

- Attendance at pre-construction meeting
- Preparation of record drawings
- Field surveying, construction staking, tree surveys, and concrete monument placement services other than those described herein.
- Rendered site plans or exhibits for public, community, or neighborhood meetings.
- Attendance and presentation at public meetings



- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, easement documents, rendered plans, or other related services not included in the above-described scope of services.
- Additional graphic revisions beyond those identified.
- Preparation of additional schematic site design(s) or alternative analysis for review and approval by Owner or agencies other than those identified in this proposal.
- Making revisions in drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within the control of S&ME.
- Preparation of estimates of probable construction costs
- Re-design due to value engineering, budget reductions or changes in budget. This work can be provided for an additional fee.
- Development of a detailed Civil 3D model of the proposed finished grade.
- Preparation of a traffic study on adjoining or nearby public streets.
- Flood study/analysis.
- Additional Construction document packages such as "fast-tracked" or phased drawing releases, other than described above.
- Off-site improvements (including utilities, drainage, roads, etc.), public improvements on- or off-site or easements for any required public improvements.
- Retaining wall designs greater than four (4) feet in height.
- Making revisions to the drawings for design changes as requested by the Owner.
- Providing services made necessary by the default of the contractor, or by defects or deficiencies in the work of the contractor.
- Consolidated drawing sets or CAD files of changes and updates made during the construction period. Record drawings will not be provided to the Client.

◆ CLOSURE

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in cursive script that reads "Carrie E. Read".

Carrie E. Read, PLA, ASLA
Sr. Landscape Architect/ Project Manager

A handwritten signature in cursive script that reads "Bruce C. Hall".

Bruce C. Hall, PLA, ASLA
Principal Landscape Architect

Holland Park Phase II CA Fee Matrix

TASKS	Principal (LA)	Project Manager (LA)	Landscape Architect	Landscape Designer	Professional Engineer (PE)	Intern Engineer (EI)	Administrative	TASK COST	TOTAL TASK COST W/O REIM
	\$220	\$185	\$140	\$110	\$185	\$130	\$70		
TASK 1. CA - Civil									
Pre-construction Mtg						0		\$0	
Review shop drawings and RFIs					2	20		\$2,970	
Site visit and observation report (1)					1	5		\$835	
Substantial completion and punch list (1)					1	5		\$835	
Review of CM applications for payment					2			\$370	
Review and approve as-builts					1	7		\$1,095	
TOTAL TASK 1	0	0	0	0	7	37	0		\$6,105
TASK 2. CA - LA									
Pre-construction Mtg	0	0	0					\$0	
Review shop drawings and RFIs	4	24	80					\$16,520	
Coordination with subconsultants and vendors on design intent for field adjustments, RFIs, and submittals	4	12	26					\$6,740	
Site visit and observation report (12)	6	18	54					\$12,210	
Substantial completion and punch list (1)	1	1	12					\$2,085	
Review of CM applications for payment	2	4	12					\$2,860	
Review and approve as-builts		2	8					\$1,490	
Invoicing and coverletters		12					12	\$3,060	
TOTAL TASK 2	17	73	192	0	0	0	12		\$44,965
TASK 3. CA - Electrical									
								\$2,600	
TOTAL TASK 3	0	0	0	0	0	0	0		\$2,600
TOTAL HOURS	17	73	192	0	7	37	12		
TOTAL COSTS	\$3,740	\$13,505	\$26,880	\$0	\$1,295	\$4,810	\$840	\$53,670	\$53,670

WORK ORDER # 1
 PO #: _____



DATE: 03 / 19 / 20 19

Project Manager's Initials SK

SUPPLIER INFORMATION		BID DETAILS	
Name	S&ME, Inc	Project Title	Ralph Carter Park - Pickle Ball Courts
Street	1615 Edgewater Drive, Ste 200	Bid #	RFQ-CD-CM-14-05
City, State, Zip	Orlando, Fl 32804	City Council Approval date	05/20/2014

TOTAL COST: \$ 11,700
 (must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated 06 / 27 / 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 - 07 / 19 / 20 19

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: Carrie S. Read
 Print: Carrie E. Read
 Title: Project Manager
 Date: 3/21/19

CITY APPROVAL

By: _____
 Print Name: _____
 Title: **Assistant City Manager or Designee**
 Date: _____



November 9, 2018
Revised: March 18, 2019

Mr. Carl Cote
Construction Management & Engineering Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Reference: Proposal for Construction Phase Services
Ralph Carter Park – Pickleball Courts
Palm Coast, Florida

Dear Mr. Cote:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for construction phase services for the referenced project. This proposal is based on an email dated October 12, 2018 from Susan Knopf outlining the scope of work requested by the City for construction phase services. This proposal provides a brief discussion of our understanding of the project, our proposed scope of work, and our associated fees.

This proposal is solely intended for the services described below. Use of this proposal and resulting documents, including the final deliverables, is limited to the above referenced project and client. No other use is authorized by S&ME, Inc.

◆ PROJECT INFORMATION

The Scope of Work includes Construction Phase Services for all site work associated with the construction of pickleball courts as outlined in the construction document package.

◆ Scope of Services

Task 1 – Construction Phase Services

Design team involvement during the construction phase can help to resolve issues that may arise, clarify contractor questions and provide oversight for material selections during construction observation site visits. ***Additional meetings or site visits will be subject to the rate of \$1,100 per visit (including mileage).***



Task 1.1: Landscape Architecture

As part of this task, S&ME will:

- Review shop drawings for site improvements. All submittals must be submitted and approved by CM prior to review and approval by S&ME. All shop drawing and submittal review to be submitted to S&ME in conjunction with Holland Park Phase II project submittals.
- Coordinate contractor questions and RFI responses. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform up to three (3) monthly site visits to observe construction progress and/or meet with the Client and Contractor. Each site visit will include an observation report and associated site photos in PDF format sent to the Owner and Contractor.
- Perform a Final Walkthrough at the substantial completion and prepare a Site Work punch list for review by the contractor.
- Review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.

Task 1.2: Civil Engineering

As part of this task, S&ME will:

- Review shop drawings for site improvements. All submittals must be submitted and approved by CM prior to review and approval by S&ME. All shop drawing and submittal review to be submitted to S&ME in conjunction with Holland Park Phase II project submittals.
- Coordinate contractor questions and RFI responses. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform up to one (1) site visits to observe construction progress and/or meet with the Client and Contractor. Each site visit will include an observation report and associated site photos in PDF format sent to the Owner and Contractor.
- Perform a Final Walkthrough at the substantial completion and prepare a Site Work punch list for review by the contractor.
- Assist in review of CM pay applications.
- Review and approval of as-built drawings as provided to S&ME by the Construction Manager.

Task 1.3: Electrical Engineering

As part of this task, ERS Engineering will:

- Review shop drawings of Electrical shop drawings. All submittals must be submitted and approved by CM prior to review and approval by S&ME.
- Responses to contractors' Electrical requests for information (RFIs) during construction. All RFIs must be submitted in writing to the City and CM prior to review and response by S&ME.
- Perform a Final Walkthrough at the substantial completion of the Phase for review of Electrical installation and preparation of report.
- Assist in review of CM pay applications.
- Review and approval of as-built drawings as provided to by the Construction Manager.



◆ FEE

Our professional fees for the above-described services will be invoiced as per the below fee schedule. All fees are lump sum and not to exceed the below amounts. The Owner shall be billed by percentage of task completed. S&ME will bill monthly for all work performed. Unpaid invoices after 30 days will accrue service charges at 1 1/2% per month and include any costs of collections and reasonable attorney's fees.

Applications, capacity and impact fees associated with application filings shall be the responsibility of the Owner or reimbursed to S&ME outside of the expenses contained in this proposal. Other reimbursable expenses including mileage for above referenced site visits, printing and plotting are included in the below fees.

Task	Fee
Task 1: Construction Phase Services	\$11,700
TOTAL	\$11,700.00

Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

Additional site visits and associated observation reports can be provided for \$1,110 per visit (including mileage expenses).

◆ Schedule

Task	Scheduled Completion (after NTP)
Task 1: Construction Phase Services	4 months

If the construction schedule exceeds a period of 4 months from the NTP, additional services will be requested.

◆ Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that S&ME can provide, the following services are specifically excluded from this proposal.

- Field surveying, construction staking, tree surveys, and concrete monument placement services other than those described herein.
- Rendered site plans or exhibits for public, community, or neighborhood meetings.
- Attendance and presentation at public meetings
- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, easement documents, rendered plans, or other related services not included in the above-described scope of services.
- Additional graphic revisions beyond those identified.



- Preparation of additional schematic site design(s) or alternative analysis for review and approval by Owner or agencies other than those identified in this proposal.
- Making revisions in drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within the control of S&ME.
- Preparation of estimates of probable construction costs
- Re-design due to value engineering, budget reductions or changes in budget. This work can be provided for an additional fee.
- Development of a detailed Civil3D model of the proposed finished grade.
- Preparation of a traffic study on adjoining or nearby public streets.
- Flood study/analysis.
- Additional Construction document packages such as "fast-tracked" or phased drawing releases, other than described above.
- Off-site improvements (including utilities, drainage, roads, etc.), public improvements on- or off-site or easements for any required public improvements.
- Retaining wall designs greater than four (4) feet in height.
- Making revisions to the drawings for design changes as requested by the Owner.
- Providing services made necessary by the default of the contractor, or by defects or deficiencies in the work of the contractor.
- Consolidated drawing sets or CAD files of changes and updates made during the construction period. Record drawings will not be provided to the Client.

◆ CLOSURE

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink that reads "Carrie E. Read".

Carrie E. Read, PLA, ASLA
Sr. Landscape Architect/ Project Manager

A handwritten signature in blue ink that reads "Bruce C. Hall".

Bruce C. Hall, PLA, ASLA
Principal Landscape Architect

Ralph Carter Park – Pickleball Courts
Palm Coast, Florida





Ralph Carter Park CA Fee Matrix

TASKS	Principal (LA)	Project Manager (LA)	Landscape Architect	Landscape Designer	Professional Engineer (PE)	Intern Engineer (EI)	Administrative	TASK COST	TOTAL TASK COST W/O REIM
	\$220	\$185	\$140	\$110	\$185	\$130	\$70		
TASK 1. CA - Civil									
Pre-construction Mtg						0		\$0	
Review shop drawings and RFIs					1	5		\$835	
Site visit and observation report (1)					1	4		\$705	
Substantial completion and punch list					1	4		\$705	
Review of CM applications for payment					1	2		\$445	
Review and approve as-builts from contractor					1	3		\$575	
TOTAL TASK 1	0	0	0	0	5	18	0		\$3,265
TASK 2. CA - LA									
Pre-construction Mtg			0					\$0	
Review shop drawings and RFIs		2	6					\$1,210	
Site visit and observation report (3)		3	12					\$2,235	
Substantial completion and punch list		1	4					\$745	
Review of CM applications for payment		1	3					\$605	
Review and approve as-builts from contractor		1	7					\$1,165	
Invoicing and coverletters		3					3	\$765	
TOTAL TASK 2	0	11	32	0	0	0	3		\$6,725
TASK 3. CA - Electrical									
								\$1,200	
TOTAL TASK 3	0	0	0	0	0	0	0		\$1,200
TOTAL HOURS	0	11	32	0	5	18	3		
TOTAL COSTS	\$0	\$2,035	\$4,480	\$0	\$925	\$2,340	\$210	\$11,190	\$11,190

City of Palm Coast, Florida Agenda Item

Agenda Date : 04/02/2019

Department Item Key	City Clerk	Amount Account
Subject	RESOLUTION 2019-XX APPROVING THE SECOND AMENDMENT TO INCREASE FUNDS FOR A FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) RELATING TO HURRICANE IRMA EXPENSES	
Background : The Department of Homeland Security Federal Emergency Management Agency has made available to the City, through the Florida Division of Emergency Management, a grant for debris removal, emergency protective measures and repair or replacement of damaged facilities related to the effects of Hurricane Irma. The grant needs to be approved by City Council and the Mayor needs to be authorized by the Council to sign the agreement and subsequent agreement amendments.		
Recommended Action : Adopt Resolution 2019-XX approving the second amendment to increase funds for a federally-funded subgrant agreement with Florida Department of Emergency Management (FDEM) relating to Hurricane Irma Expenses.		

RESOLUTION 2019 - ____
FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT
HURRICANE IRMA EXPENSES
MODIFICATION #Z0372-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE SECOND MODIFICATION TO THE SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGER AND THE CITY OF PALM COAST RELATING TO HURRICANE IRMA EXPENSES; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2018, the Florida Department of Emergency Management, (FDEM), entered into an agreement with the City for reimbursement from Federal Emergency Management Agency (FEMA) relating to Hurricane Irma expenses; and

WHEREAS, FDEM has agreed to increase the funds for the federally-funded subgrant agreement with FDEM for Hurricane Irma related expenses.

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

SECTION 1. APPROVAL OF THE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the amendment to the federally-funded subgrant agreement with the Florida Department of Emergency Management, as attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the agreement 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 approved by the City Council of the City of Palm Coast, Florida, on this 2nd day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachments: Exhibit A-Second Amendment to the Florida Department of Emergency Management Subgrant Agreement

Approved as to form and legality

William E. Reischmann, Jr., Esquire
City Attorney

**MODIFICATION # _____ TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and _____ ("Sub-Recipient"), to modify Contract Number _____, which began on _____ ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of _____ in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding _____ under the Agreement.

WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby amended to increase the Federal funding by _____ and the State share by _____ for the maximum amount payable under the Agreement to _____.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the _____ Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

Attachment A - 2nd Revision

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Palm Coast, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
2522	B	EPM - On Going Pumping and Water Extraction	\$861,877.56	75.00%	\$143,646.26	12.50%	\$143,646.26	12.50%	\$1,149,170.08	9/04/2017	3/10/2018
3371	A	City Wide Debris Removal Activities 9/18/17 to	\$327,283.86	90.00%	\$18,182.44	5.00%	\$18,182.43	5.00%	\$363,648.73	9/04/2017	3/10/2018
3476	A	Debris Removal Activities 10/18/17 to 12/16/17	\$591,946.46	80.00%	\$73,993.31	10.00%	\$73,993.30	10.00%	\$739,933.07	9/04/2017	3/10/2018
4735	A	Debris Removal Activities 9/4/17 to 9/17/17	\$108,460.84	75.00%	\$18,076.81	12.50%	\$18,076.80	12.50%	\$144,614.45	9/04/2017	3/10/2018
Total:			\$1,889,568.72		\$253,898.82		\$253,898.79		\$2,397,366.33		

City of Palm Coast, Florida

Agenda Item

Agenda Date: 04/02/2019

Department	Community Development	Amount	\$574,255.00
Item Key	4432	Account	54029082-063000-85003 43000099-063000-99009
Subject	RESOLUTION 2019-XX APPROVING A CONTRACT WITH HAZEN CONSTRUCTION, LLC, FOR THE CONSTRUCTION OF PUMP STATION 24-2 FORCE MAIN CROSSING PROJECT		
Background : <u>UPDATED BACKGROUND FROM THE MARCH 26, 2019 WORKSHOP</u> This item was heard at the March 26, 2019 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND TO THE MARCH 26, 2019 WORKSHOP</u> As development has increased so have wastewater flows and demands, and the need for additional pipe capacity. The City of Palm Coast tasked McKim & Creed to design an upgrade to the sanitary sewer force main system from Pump Station 24-2, near the intersection of Pritchard Drive and Whiteview Parkway, to the force main along Old Kings Road. Installing a 16” parallel force main will provide relief to the existing wastewater collection system and accommodate future development. McKim & Creed recently completed the design of the Pump Station 24-2 Force Main Crossing project.			
The City advertised the project (ITB-CD-19-10) and on February 28, 2019 received 4 bids that were deemed to be responsive and responsible bidders.			
The project design engineer and City staff recommend award of the project to the low bidder, Hazen Construction, LLC, for \$494,445.00. In addition, staff recommends including the additive alternate, \$27,605.00, for installation of a 2” PVC fiber optic conduit for use by the IT Department for redundancy. Based on past experience with similar construction projects, staff is requesting a 10% contingency (\$52,205.00), in case of unforeseen circumstances and/or unknown conditions, for a total project cost of \$574,255.00.			
This project and the costs associated with it will be incurred over fiscal years 2019 and 2020. Funds for this project are budgeted in the Utility 5-Year Capital Improvement Plan.			
SOURCE OF FUNDS WORKSHEET FY 2019-2020			
Utility Capital Project- 54029082-063000-85003			\$ 2,480,000.00
Total Expenses/Encumbered to date			\$ 705,899.02
Pending Work Orders/Contracts			\$ 546,650.00
Current Contract			\$ 0
Balance			\$ 1,227,451.00
SOURCE OF FUNDS WORKSHEET FY 2019			
City Hall IT Data Center- 43000099-063000-99009			\$ 550,000.00
Total Expenses/Encumbered to date			\$ 59,336.70
Pending Work Orders/Contracts			\$ 27,605.00
Current Contract			\$ 0.00
Balance			\$ 463,058.30

Recommended Action :

Adopt Resolution 2019-XX approving a contract with Hazen Construction, LLC, in the amount of \$574,255.00, including the additive alternate and a 10% contingency, for the construction of Pump Station 24-2 Force Main Crossing Project.

RESOLUTION 2019-____
PUMP STATION 24-2 FORCE MAIN CROSSING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT WITH HAZEN CONSTRUCTION, LLC; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hazen Construction, LLC, desires to provide construction services for the construction of the Pump Station 24-2 Force Main Crossing for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to have Hazen Construction, LLC, perform the above referenced services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council hereby approves the terms and conditions of the contract with Hazen Construction, LLC, for the construction of the Pump Station 24-2 Force Main Crossing project, 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 contract.

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 become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 2nd day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contract with Hazen Construction, LLC

Approved as to form and legality

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



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-CD-19-10 - Whiteview Parkway Force Main Crossing

Date: 3/4/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 3/6/2019

Firm	Bid
Hazen Construction New Smyrna Beach, FL	\$494,445.00
S.E. Cline Construction, Inc. Palm Coast, FL	\$540,776.00
T B Landmark Construction, Inc. Jacksonville, FL	\$548,145.00
DBE Management Inc. Loxahatchee, FL	\$561,122.50
Commercial Industrial Corp. Ocala, FL	No Bid

The intent of the City of Palm Coast is to award ITB-CD-19-10 to Hazen Construction.



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) shall constitute a waiver of the protest proceedings.





RFSQ-CD-19-10 / ITB-CD-19-10 - Whiteview Parkway Force Main Crossing

Project Overview

Project Details	
Reference ID	RFSQ-CD-19-10 / ITB-CD-19-10
Project Name	Whiteview Parkway Force Main Crossing
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%



Budget	\$400000.00 - \$465000.00
Project Description	The City of Palm Coast is requesting proposals from qualified vendors. The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for in order to install approximately 775 feet of 16-inch PVC forcemain; 1,320 feet of 18-inch HDPE pipe installed by horizontal directional drill; 765 feet of 2-inch PVC and 1,320 feet of 3- inch HDPE IT conduit; plug valves; air release valves/vaults; clearing and grubbing, sodding and appurtenances.
Open Date	Jan 30, 2019 8:00 AM EST
Intent to Bid Due	Feb 07, 2019 2:00 PM EST
Close Date	Feb 07, 2019 2:00 PM EST

Awarded Suppliers	Reason	Score
Hazen Construction		100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Qualification Forms Section 00100 (A - M)	Feb 07, 2019 2:25 PM EST	Kelly Downey
Underground Contractors License or General Contractors License	Feb 07, 2019 2:25 PM EST	Kelly Downey
Section 00200 Forms	Feb 28, 2019 2:01 PM EST	Kelly Downey
Forms 5 & 6	Feb 28, 2019 2:01 PM EST	Kelly Downey
Bid Schedule & Unit Pricing Schedule	Feb 28, 2019 2:01 PM EST	Kelly Downey
Addendum # 1	Feb 28, 2019 2:00 PM EST	Kelly Downey
Addendum # 2	Feb 28, 2019 2:00 PM EST	Kelly Downey
Addendum # 3	Feb 28, 2019 2:00 PM EST	Kelly Downey

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a



Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Kelly Downey	Feb 07, 2019 2:34 PM EST	No
Mary Kronenberg	Feb 11, 2019 7:55 AM EST	No
Alex Blake	Feb 11, 2019 8:09 AM EST	No
Danny Ashburn	Feb 12, 2019 2:25 PM EST	No

Project Criteria

Criteria	Points	Description
Pre-Qualification Forms	Pass/Fail	Pre-Qualification Forms A - M



Pre-Qualification Review	Pass/Fail	Pre-Qualification Review
Forms Section 00200	Pass/Fail	Forms Section 00200
Forms 5 & 6	Pass/Fail	Forms 5 & 6
Bid Schedule & Unit Price Schedule	100 pts	Bid Schedule & Unit Price Schedule
Technical Review	Pass/Fail	Forms Section 00200, Bid Schedule & Unit Price Schedule
Addendum #1, 2, & 3	Pass/Fail	Addendum #1, 2, & 3
Total	100 pts	

Scoring Summary

Active Submissions

	Total	Pre-Qualification Forms	Pre-Qualification Review	Forms Section 00200	Forms 5 & 6
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail



	Total	Pre-Qualification Forms	Pre-Qualification Review	Forms Section 00200	Forms 5 & 6
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Hazen Construction	100 pts	Pass	Pass	Pass	Pass
S.E. Cline Construction, Inc.	91.43 pts	Pass	Pass	Pass	Pass
T B Landmark Construction, Inc.	90.2 pts	Pass	Pass	Pass	Pass
DBE MANAGEMENT INC	88.12 pts	Pass	Pass	Pass	Pass
Commercial Industrial Corp	0.04944 pts	Pass	Pass	Fail	Fail

	Bid Schedule & Unit Price Schedule	Technical Review	Addendum #1, 2, & 3
Supplier	/ 100 pts	Pass/Fail	Pass/Fail



	Bid Schedule & Unit Price Schedule	Technical Review	Addendum #1, 2, & 3
Supplier	/ 100 pts	Pass/Fail	Pass/Fail
Hazen Construction	100 pts (\$494,445.00)	Pass	Pass
S.E. Cline Construction, Inc.	91.43 pts (\$540,776.00)	Pass	Pass
T B Landmark Construction, Inc.	90.2 pts (\$548,145.00)	Pass	Pass
DBE MANAGEMENT INC	88.12 pts (\$561,122.50)	Pass	Pass
Commercial Industrial Corp	0.04944 pts (\$1,000,000,000.00)	Pass	Fail

Eliminated Submissions



	Pre- Qualification Forms	Pre- Qualification Review	Forms Section 00200	Forms 5 & 6	Bid Schedule & Unit Price Schedule
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
4C'S Trucking and Excavation, Inc.	Pass	Fail	-	-	-
Black Sands Development Group, PLLC	Fail	Fail	-	-	-
GPS Civil Construction, Inc	Pass	Fail	-	-	-



Reason

Supplier	Disqualified by	Reason
4C'S Trucking and Excavation, Inc.	Kelly Downey	did not meet qualifications
GPS Civil Construction, Inc	Kelly Downey	did not meet qualifications
Black Sands Development Group, PLLC	Kelly Downey	did not meet qualifications



BID TABULATION
WHITEVIEW PARKWAY FORCE MAIN CROSSING
CITY OF PALM COAST
BID NO. ITB-CD-19-10



Bid Date: February 28, 2019

M&C Project Number: 028090074

Certified True and Correct:

Date: March 4, 2019

Scott R. Spooner, P.E. 23273
McKim & Creed, Inc.

Engineer's Opinion of Probable Cost - Base Bid: \$422,702.50

Additive Alternate Bid: \$40,573.50

ITEM NO.	DESCRIPTION	QTY	UNIT	Hazen Construction, LLC		S.E. Cline Construction, Inc.		TB Landmark Construction, Inc.		DBE Utility Services		Commercial Industrial Group	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID													
1	Mobilization/Demobilization (Max 5% of Bid)	1	LS	\$20,000.00	\$20,000.00	\$21,954.00	\$21,954.00	\$19,650.00	\$19,650.00	\$22,000.00	\$22,000.00	NO BID SUBMITTED WITH PACKAGE	
2	Survey and Layout	1	LS	\$3,500.00	\$3,500.00	\$7,473.00	\$7,473.00	\$7,700.00	\$7,700.00	\$6,900.00	\$6,900.00		
3	Remove Existing 16-inch Force Main	30	LF	\$50.00	\$1,500.00	\$35.50	\$1,065.00	\$53.50	\$1,605.00	\$72.00	\$2,160.00		
4	Furnish & Install Force Main with Restrained Joints												
	a. 16-inch PVC	535	LF	\$86.00	\$46,010.00	\$96.50	\$51,627.50	\$123.00	\$65,805.00	\$90.50	\$48,417.50		
	b. 12-inch PVC	15	LF	\$75.00	\$1,125.00	\$70.26	\$1,053.90	\$149.00	\$2,235.00	\$80.00	\$1,200.00		
5	Furnish & Install Force Main with Non-Restrained Joints												
	a. 16-inch PVC	240	LF	\$64.00	\$15,360.00	\$63.90	\$15,336.00	\$110.00	\$26,400.00	\$75.00	\$18,000.00		
6	Furnish & Install HDPE Pipe by Horizontal Directional Drill												
	a. 18-inch HDPE DR9	1,320	LF	\$225.00	\$297,000.00	\$239.58	\$316,245.60	\$205.00	\$270,600.00	\$246.00	\$324,720.00		
7	Furnish & Install Compact Ductile Iron Fittings	1.00	TON	\$14,200.00	\$14,200.00	\$22,126.00	\$22,126.00	\$12,814.00	\$12,814.00	\$16,105.00	\$16,105.00		
8	Furnish & Install Valves and Valve Boxes												
	a. 16-inch Plug	2	EA	\$4,500.00	\$9,000.00	\$7,584.00	\$15,168.00	\$4,500.00	\$9,000.00	\$7,250.00	\$14,500.00		
9	Cut-Ins and Connections to Existing Mains												
	a. 16-inch Dry Connection	1	EA	\$5,500.00	\$5,500.00	\$6,909.00	\$6,909.00	\$5,500.00	\$5,500.00	\$5,620.00	\$5,620.00		
	b. 16-inch Cut In	1	EA	\$7,000.00	\$7,000.00	\$6,909.00	\$6,909.00	\$6,800.00	\$6,800.00	\$9,800.00	\$9,800.00		
	c. 12-inch Wet Tap	1	EA	\$8,800.00	\$8,800.00	\$11,398.00	\$11,398.00	\$11,000.00	\$11,000.00	\$9,000.00	\$9,000.00		
10	Furnish & Install Air Release Valve Assembly and Vault	3	EA	\$8,500.00	\$25,500.00	\$9,442.00	\$28,326.00	\$11,550.00	\$34,650.00	\$11,400.00	\$34,200.00		
11	Removal of Unsuitable Material	10	CY	\$30.00	\$300.00	\$20.00	\$200.00	\$18.50	\$185.00	\$90.00	\$900.00		
12	Furnish & Install Select Fill Material	10	CY	\$15.00	\$150.00	\$20.00	\$200.00	\$18.50	\$185.00	\$80.00	\$800.00		
13	Cleaning & Pigging of Force Main	1	LS	\$1,500.00	\$1,500.00	\$6,917.00	\$6,917.00	\$10,088.00	\$10,088.00	\$7,200.00	\$7,200.00		



BID TABULATION
WHITEVIEW PARKWAY FORCE MAIN CROSSING
CITY OF PALM COAST
BID NO. ITB-CD-19-10



ITEM NO.	DESCRIPTION	QTY	UNIT	Hazen Construction, LLC		S.E. Cline Construction, Inc.		TB Landmark Construction, Inc.		DBE Utility Services		Commercial Industrial Group	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID (CONT'D)													
14	Clearing & Grubbing	1	LS	\$24,500.00	\$24,500.00	\$12,475.00	\$12,475.00	\$38,000.00	\$38,000.00	\$5,200.00	\$5,200.00	NO BID SUBMITTED WITH PACKAGE	
15	Furnish & Install Bahia Sod	500	SY	\$5.00	\$2,500.00	\$3.38	\$1,690.00	\$5.00	\$2,500.00	\$7.50	\$3,750.00		
16	Furnish & Install Seed and Mulch	1,800	SY	\$1.00	\$1,800.00	\$0.90	\$1,620.00	\$2.10	\$3,780.00	\$6.50	\$11,700.00		
17	Furnish & Install Markers for ARV Vaults	6	EA	\$200.00	\$1,200.00	\$222.00	\$1,332.00	\$333.00	\$1,998.00	\$250.00	\$1,500.00		
18	Erosion and Sedimentation Control	1	LS	\$2,500.00	\$2,500.00	\$1,688.00	\$1,688.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00		
19	Maintenance of Traffic	1	LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$5,400.00	\$5,400.00	\$5,500.00	\$5,500.00		
20	Submit Certified As-Built Drawings	1	LS	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00		
21	Indemnification (Max 1% of Bid)	1	LS	\$1,000.00	\$1,000.00	\$5,313.00	\$5,313.00	\$250.00	\$250.00	\$250.00	\$250.00		
TOTAL BASE BID (Item Nos. 1 through 21)				\$494,445.00		\$540,776.00		\$548,145.00		\$561,122.50			
SURETY				Western Surety Company		Endurance Assurance Corporation		Travelers Casualty & Surety Company of America		Old Republic Surety Company			
ADDITIVE ALTERNATE BID													
ITEM NO.	DESCRIPTION	QTY	UNIT	Hazen Construction, LLC		S.E. Cline Construction, Inc.		TB Landmark Construction, Inc.		DBE Utility Services		Commercial Industrial Group	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
22	Furnish & Install 2-inch PVC Fiberoptic Conduit	765	LF	\$7.00	\$5,355.00	\$17.30	\$13,234.50	\$15.20	\$11,628.00	\$14.00	\$10,710.00	NO BID SUBMITTED WITH PACKAGE	
23	Directional Drill Canal/Roadway Crossing with 3-inch HDPE Pipe												
	a. 1,320-foot Crossing of Canal and Interstate 95	1	LS	\$18,000.00	\$18,000.00	\$33,330.00	\$33,330.00	\$73,250.00	\$73,250.00	\$26,000.00	\$26,000.00		
24	Furnish & Install Fiberoptic Conduit Pull Box	5	EA	\$850.00	\$4,250.00	\$2,661.84	\$13,309.20	\$2,715.00	\$13,575.00	\$1,250.00	\$6,250.00		
TOTAL AMOUNT OF ADDITIVE ALTERNATE BID (Items 22-24)				\$27,605.00		\$59,873.70		\$98,453.00		\$42,960.00			

City of Palm Coast, Florida

Agenda Item

Agenda Date: 04/02/2019

Department	Information Technology	Amount	\$160,471.68										
Item Key		Account	#54029090-063000-84005										
Subject	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH DANELLA CONSTRUCTION CORPORATION FOR FIBER CONNECTION FROM SR 100 TO WATER TREATMENT PLANT 2 (WTP2)												
Background : <u>UPDATED BACKGROUND FROM THE MARCH 26, 2019 WORKSHOP</u> This item was heard at the March 26, 2019 Workshop. There were no changes suggested to this item. <u>ORIGINAL BACKGROUND TO THE MARCH 26, 2019 WORKSHOP</u> As part of the Sensus Advanced Metering Infrastructure (AMI) project, one of the metering antennas will be located on a tower at this location. To move the data received by the antennae for processing, a fiber run connecting the tower to the rest of the City is required. Under the existing contract, staff negotiated a scope and fee not-to-exceed \$160,471.68 with Danella Construction Corporation. City staff has determined that the cost is reasonable and fair and consistent with these types of services for a project of this size and scope. Funds for this project have been budgeted for out of FY 2019 Utility Capital fund. Staff also notes by connecting Water Treatment Plant 2 to FiberNet, the City will save approximately \$6,500 per year in telecommunication costs. SOURCE OF FUNDS WORKSHEET FY 2019 <table><tr><td>Impr-Distribution System 54029090-063000-84005</td><td>\$ 2,909,326.00</td></tr><tr><td>Total Expended/Encumbered to Date</td><td>\$ 919,653.79</td></tr><tr><td>Pending Work Orders/Contracts</td><td>\$</td></tr><tr><td>Current (WO/Contract)</td><td>\$ 160,471.68</td></tr><tr><td>Balance</td><td>\$1,829,200.70</td></tr></table>				Impr-Distribution System 54029090-063000-84005	\$ 2,909,326.00	Total Expended/Encumbered to Date	\$ 919,653.79	Pending Work Orders/Contracts	\$	Current (WO/Contract)	\$ 160,471.68	Balance	\$1,829,200.70
Impr-Distribution System 54029090-063000-84005	\$ 2,909,326.00												
Total Expended/Encumbered to Date	\$ 919,653.79												
Pending Work Orders/Contracts	\$												
Current (WO/Contract)	\$ 160,471.68												
Balance	\$1,829,200.70												
Recommended Action : Adopt Resolution 2019-XX approving a work order with Danella Construction corporation for fiber connection from SR 100 to Water Treatment Plant 2 (WTP 2).													

RESOLUTION 2019-_____
FIBERCONNECTION
SR 100 TO WATER TREATMENT PLANT 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH DANELLA CONSTRUCTION CORPORATION FOR FIBER CONNECTION FROM SR 100 TO WTP2; 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, Danella Construction Corporation, has expressed a desire to provide fiber connection from SR 100 to Water Treatment Plant (WTP2) for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for Danella Construction Corporation, to complete the above referenced services.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with Danella Construction Corporation, 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. 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 its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 2nd day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – WO with Danella Construction Corporation

Approved as to form and legality

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

WORK ORDER # 1
PO # _____



DATE: 03 / 08 / 20 19

Project Manager's Initials BE

SUPPLIER INFORMATION		BID DETAILS	
Name	Danella Construction Corporation	Project Title	Highway 100 - WTP2
Street	581 Washburn Rd	Bid #	RFP-IT-18-36
City, State, Zip	Melbourne, FL 32934	City Council Approval date	5/15/2018

TOTAL COST: \$ 160,471.68
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated May 21 2018 ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.

2. **METHOD OF COMPENSATION** (chase 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 (chase one): ☒ UNIT BASED ☐ PERCENT OF FIXED FEE ___%

3. **PRICING** (chase one): ☒ ATTACHED ☐ INCLUDED IN CONTRACT

4. **SCHEDULE** (chase one): ☐ AS NEEDED BASIS ☒ SHALL BE COMPLETED BY - 9 / 27 / 20 19

5. **DESCRIPTION OF SERVICES** (chase 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: Caitlin Loughran
Print: Caitlin Loughran
Title: Manager
Date: 3/12/19

CITY APPROVAL

By: _____
Print Name: _____
Title: Assistant City Manager or Designee
Date: _____



Proposal

From:	Danella Construction Corporation 581 Washburn Rd Melbourne, FL 32934 USA	Project:	PALM COAST - WTP AT 50 CITATION BLVD - 48F
		Description:	New route to WTP2

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
006 Single mode Outdoor 48 strand fiber optic cable	16,232.000	Ft	\$1.64	\$26,620.48
015 Trench 36" - Hand dig	12,940.000	Ft	\$5.50	\$71,170.00
016 Directional Bore 2"	1,792.000	Ft	\$12.00	\$21,504.00
019 Core Bore Structure	1.000	Ea	\$75.00	\$75.00
020 Tracer wire 12 GA w/ HMWPE covering (per ft installed)	14,732.000	Ft	\$0.35	\$5,156.20
021 Warning Tape	13.000	reel	\$50.00	\$650.00
022 Pull Box (hand hole) 24x36x18 load bearing, installed	26.000	Ea	\$700.00	\$18,200.00
032 Remove and Replace Access Loop for New/Existing Splice Case	1.000	Ea	\$150.00	\$150.00
033 Mid-Sheath Fiber Entry	1.000	Ea	\$350.00	\$350.00
035 Re-enter Splice Case and Place Cable	1.000	Ea	\$150.00	\$150.00
036 Splice 1-24 Optical Fibers	12.000	Ea	\$30.00	\$360.00
050 City Right of Way Permit	14,732.000	Ft	\$0.25	\$3,683.00

Proposal

ITEM / DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
051 Job Design per ft (3500 ft min to incl access and maintenance loops) Price includes drawings delivered and retrieved from MLGW, obtain City ROW permits, GPS Data, and As Built drawings submitted to City of Palm Coast at completion of job.	14,732.000 Ft	\$0.75	\$11,049.00
052 Furnish & Install splice tray in existing splice case	1.000 Ea	\$55.00	\$55.00
053 Furnish WIC	1.000 Ea	\$38.00	\$38.00
054 Install wall mount panel	1.000 Ea	\$75.00	\$75.00
055 Furnish & Install pigtails	6.000 Ea	\$21.00	\$126.00
057 Furnish & Install Bulkhead	1.000 Ea	\$110.00	\$110.00
058 Furnish & Install Marker Posts	12.000 Ea	\$65.00	\$780.00
059 Furnish & Install Marker Post with test station	2.000 Ea	\$85.00	\$170.00
TOTAL BID:			\$160,471.68

Project Comments

Signature: Caitlin Loughran
Caitlin Loughran cloughran@danella.com

City of Palm Coast, Florida

Agenda Item

Agenda Date: 04/02/2019

Department	Community Development	Amount	\$30,000
Item Key		Account	#10015509-034000
Subject	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC FOR TRAFFIC ENGINEER CONSULTING SERVICES		
Background : <u>UPDATE FROM THE MARCH 26, 2019 WORKSHOP</u> This item was heard at the March 26, 2019 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE MARCH 26, 2019 WORKSHOP</u> Staff enlisted the services of one of the City's continuing services contracted consultants, ETM, to provide traffic engineering services. The Consultant will provide miscellaneous engineering related services on an as-needed basis. Work to be performed may include, but not be limited to: engineering design, preparation of engineering drawings, modeling, preparation of technical specifications, Computer Aided Drafting (CAD), conference calls, meetings and coordination with City staff, engineering and traffic and transportation reviews, and permit assistance. Under the existing contract, staff negotiated this Work Order with a scope and fee not-to-exceed \$30,000 to increase an existing FY19 Work Order for a new not-to-exceed total of \$59,000 with England, Thims & Miller, Inc. City staff has determined that the cost for the consulting services are reasonable and fair. Funds will be expended out of the 2019 Construction Engineering and Management division budget.			
Recommended Action : Adopt Resolution 2019--XX approving a work order with England, Thims & Miller, Inc. for traffic engineer consulting services.			

RESOLUTION 2019-_____
TRAFFIC ENGINEER CONSULTING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC. FOR TRAFFIC ENGINEER CONSULTING SERVICES; 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, England, Thimes & Miller, Inc., has expressed a desire to provide Traffic Engineer consulting services for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for England, Thimes & Miller, Inc., to complete the above referenced services.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with England, Thimes & Miller, Inc., 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. 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 its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 2nd day of April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – WO with England, Thims & Miller, Inc.

Approved as to form and legality

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

WORK ORDER # _____

PO #: _____



DATE: ____/____/20____

Project Manager's Initials _____

SUPPLIER INFORMATION

BID DETAILS

Name		Project Title	
Street		Bid #	
City, State, Zip		City Council Approval date	

TOTAL COST: \$ _____
(must equal amount of Purchase Order)

1. **INCORPORATION BY REFERENCE** The provisions of the agreement dated _____, _____ ("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 -** ____/____/20____

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

CITY APPROVAL

By: _____

By: _____

Print: Matthew S. Maggiore, PE

Print Name: _____

Title: Executive Vice President

Title: Assistant City Manager or Designee

Date: March 7, 2019

Date: _____

Staff proposes to enlist the services of one of the City's continuing services contracted consultants, ETM, to provide traffic engineering services. The Consultant will provide miscellaneous engineering related services on an as-needed basis. Work to be performed may include, but not be limited to: engineering design, preparation of engineering drawings, modeling, preparation of technical specifications, Computer Aided Drafting (CAD), conference calls, meetings and coordination with City staff, engineering and traffic and transportation reviews, and permit assistance.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 04/02/2019

Department	UTILITY	Amount	\$ 28,600.00
Item Key		Account	# 54019084-052030
Subject	RESOLUTION 2019-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE INC. FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE		
Background : <u>UPDATED BACKGROUND FROM THE MARCH 26, 2019 WORKSHOP</u> This item was heard at the March 26, 2019 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND TO THE MARCH 26, 2019 WORKSHOP</u> The Wastewater Treatment Division uses liquid aluminum sulfate to control phosphorous limits to comply with (FDEP) Florida Department of Environmental Protection permit at Wastewater Treatment Plant #2. Due to a price increase for this chemical, additional funding is needed to purchase this product from Chemtrade.			
City staff is recommending that City Council approve piggybacking the St. Johns County Contract (#17-MCC-CHE-07813) with Chemtrade Inc. through January 31, 2020 to purchase liquid aluminum sulfate. 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.			
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 2019 Budget includes available funding in the City's Utility operating budgets to purchase aluminum sulfate. City staff estimates that the City will expend approximately an additional \$28,600 for the remainder of FY 2019 under this piggyback contract. Annually the approximate expenditure will be \$31,000.			
Recommended Action : Adopt Resolution 2019-XX approving piggybacking the St. Johns County contract with Chemtrade Inc. for the purchase of liquid aluminum sulfate.			

RESOLUTION 2019 - _____
PIGGYBACK ST. JOHNS COUNTY CONTRACT WITH
CHEMTRADE INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN CHEMTRADE INC. AND ST. JOHNS COUNTY FOR LIQUID ALUMINUM SULFATE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chemtrade Inc. has expressed a desire to provide Liquid Aluminum Sulfate to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a piggyback contract between Chemtrade Inc. and St. Johns County Contract #17-MCC-CHE-07813 for Liquid Aluminum Sulfate.

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

SECTION 1. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves the terms and conditions of a piggyback contract between Chemtrade Inc. and St. Johns County Contract #17-MCC-CHE-07813 for Liquid Aluminum Sulfate, 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. 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 2nd day April 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Engagement Letter

Approved as to form and legality

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



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Chemtrade Chemicals US, LLC

Project Name: Water & Wastewater Treatment Chemicals Bulk Aluminum Sulfate

Bid/Reference # Bid # 16-54 Contract # 17-MCC-CHE-07813

Contract Type: Engagement Letter (Piggyback)

Contract Value \$ 31,000

Resolution # 2019-

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: January 31, 2020

Renewable (Y/N): Y

If Yes, # and length of
renewals: 2 @ one year each

City's Project Manager Danny Ashburn/Patrick Henderson

Brief Description/Purpose:

To utilize the revised pricing on the St. John's County contract with Chemtrade Chemicals to purchase Liquid Aluminum Sulfate. Pricing has increased from \$0.5551/Gal to \$0.6632/Gal.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

Interim City Manager _____

Date: _____



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

Chemtrade Chemicals US, LLC.
Attn: Mr. Parul Kachhia-Patel
90 East Halsey Road
Parsippany, NJ 07054

RE: Engagement Letter Authorizing Piggyback

Purchase of Water & Wastewater Treatment Chemicals, St. Johns County Florida

Contract Name

Bid No 16-54

Contract Reference

Dear Mr. Patel

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. 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: Parul Kachhia-Patel
(Authorized Corporate Officer)
62D15F730A45420...

Print Name: Parul Kachhia-Patel

Title: Marketing Specialist

Date: Jan 30, 2019 | 2:20 PM EST





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT No: 3

Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals

Master Contract No: 17-MCC-CHE-07813

Contractor: Chemtrade Chemicals US, LLC
90 East Halsey Road
Parsippany, NJ 07054

Date: November 21, 2018


Contract Amendment No: 3 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract **Renewal Option 2 of 4** is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from February 1, 2019 for a period of one (1) year and shall expire at 11:59pm Eastern Daylight Saving Time (EDST) on January 31, 2020.
1. The unit price for Bulk Aluminum Sulfate is increased to \$0.6632 per gallon.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated December 29, 2016.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.



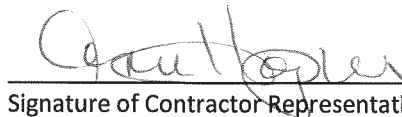
Signature of County Representative

11/28/18

Date

Jaime T. Locklear, MPA, CPPB, FCCM – Purchasing Manager

Printed Name & Title – County Representative



Signature of Contractor Representative

NOVEMBER 27, 2018

Date

ANN HOPLER, MARKETING SPECIALIST

Printed Name & Title

ST JOHN

NOV 28 '18

PURCHASING

End of Amendment No: 3



CONTRACT AGREEMENT
Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals
Bulk Aluminum Sulfate
Master Contract No: 17-MCC-CHE-07813

This Contract Agreement ("Agreement") is made as of this 29th day of December, 2016, by and between **St. Johns County, FL**, ("County") or ("**St. Johns County**") a political subdivision of the State of Florida, with principle offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Chemtrade Chemicals US, LLC**, ("**Contractor**") authorized to do business in the State of Florida, with mailing address: 90 East Halsey Road, Parsippany, NJ 07054; Phone: (800) 858-7665; Fax: (832) 436-4709; and Email: bids@poolsure.com.

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned;

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective on February 1, 2017, shall be in effect for an initial contract term of one (1) calendar year, and may be renewed for up to a maximum of four (4) one (1) year renewal periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Section, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Scope of Services noted elsewhere in this Agreement.

ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Task Orders, and Change Orders, if applicable. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

ARTICLE 3 – SERVICES

The Contractor's responsibility under this Agreement shall be to provide all labor, materials, and equipment necessary to supply **bulk aluminum sulfate** to the St. Johns County Utility Department, ("SJCUD"), as needed, in accordance with Bid No: 16-54, and as otherwise provided in the Contract Documents.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in SJCUD, throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon the unit price per pound of **point five two eight one cents (\$0.5281) per gallon for bulk aluminum sulfate**, as submitted in the bid proposal, accepted by the County, and provided herein. The maximum amount available as compensation to the Contractor under this Agreement shall not exceed the annual amount budgeted by SJCUD, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that the Contractor is not entitled to the above referenced amount of compensation. Rather, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Agreement.

- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed. The County shall pay the Contractor, for Services satisfactorily performed, in accordance with the Prompt Payment Act, Chapter 218.74(2), Florida Statutes.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include the following information at a minimum:
 - Vendor Information (Full Legal Name, Address, Phone, Fax, Email)
 - Date of Invoice, Invoice Number
 - SJC Purchase Order Number, Master Contract Number, Bid Number
 - Unit Price of Product, Total Price of Invoice
 - Quantities Provided, Date(s) of Service, Location(s) Delivered To
- E. Final Invoice: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly state "Final Invoice" on the Contractor's final/last billing to the County.
- F. Unless otherwise notified, bills/invoices shall be delivered to:

St. Johns County Utility Department
 ATTN: Kathy Kelshaw
 1205 State Road 16
 St. Augustine, FL 32084

ARTICLE 6 – TRUTH-IN-NEGOTIATING CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate, certifying that the wage rates and cost used to determine the compensation provided for this Agreement are accurate, complete and current as of the date of this Agreement.

The said rates and costs shall be reduced to exclude any significant sums should the county determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 6 within eighteen (18) months following final payment.

ARTICLE 7 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least fourteen (14) consecutive calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor; such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the Notice of Default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue three (3) Notices of Default to the Contractor, during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Contract, the Contractor shall be paid for deliveries authorized and satisfactorily performed under this Agreement until the effective date of the termination.
- D. Upon receipt of a Notice of Default, except as otherwise directed by the County in writing, the Contractor shall:
 1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to this Agreement.

3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 – PERSONNEL

The Contractor represents that it has, or shall secure, at its own expense, all necessary personnel required to perform the required services as provided herein. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performed the required services shall be fully qualified and, if required, authorized or permitted under federal, state, and local law to perform such services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 10 – SUBCONTRACTING

St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Services described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Services in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 11 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide the appropriate Tax Exempt Certificate to the Contractor, upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's tax exemption status in any manner

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including, but not limited to: Social Security payroll taxes (FICA), associated with or stemming from the Contractor's performance under this Agreement.

ARTICLE 12 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 13 – INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this Article and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of insurance to the County prior to the commencement of this Agreement. The certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by this Agreement, and that no material change or cancellations of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates

shall specifically include the County as Additional Insured for all lines of coverages except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims of damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE 14 – INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

ARTICLE 15 – SUCCESSORS & ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 16 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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 attorneys' fees.

ARTICLE 17 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of the obligations required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify St. Johns County, in writing, by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of performance provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest, or circumstance and it shall be deemed not in conflict of interest with respect to the scope of work performed by the Contractor under the terms of this Agreement.

ARTICLE 18 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: Acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and sever weather conditions.

Upon the Contractor's request, the County shall consider the facts and extend of any delay and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule, and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 – ARREARS

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 20 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall remain, throughout the duration of this Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Agreement shall, at all times and in all places, be subject to the Contractor's sole discretion, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to St. Johns County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 21 – CONTINGENT FEE

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

ARTICLE 22 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents, as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 23 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 25 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and expenses incident to appeals, incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 27 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 – AMENDMENTS & MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 29 – FLORIDA LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, FL.

ARTICLE 30 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 31 – NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime T. Locklear, CPPB, FCCM, Contract Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

All Official Notices to Contractor shall be delivered either by hand (receipt of delivery required), or by certified mail to:

Chemtrade Chemicals US, LLC
Attn: Elizabeth Ryno, Marketing Specialist
90 East Halsey Road
Parsippany, NJ 07054

All other correspondence, not classified as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

ARTICLE 32 – HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 33 – PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral

termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the County and the Contractor explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consist with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, FL.


ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellations, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Public Records.


IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, three (3) copies of which shall be deemed an original on the date first above written.


ST. JOHNS COUNTY, FL:

CONTRACTOR:


County Representative Signature
12/29/16
Date

Chemtrade Chemicals US, LLC
Company Name

ELIZABETH RYNO
Name (Type or Print)

Signature


**ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

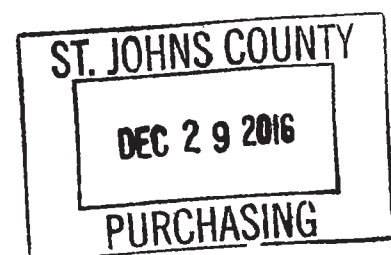
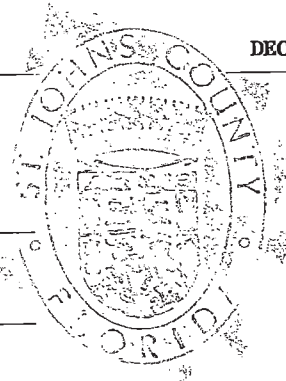
MARKETING SPECIALIST
Title

12/29/16
Date of Execution

DECEMBER 28, 2016
Date of Execution

LEGALLY SUFFICIENT:


Sr. Asst. County Attorney
1/28/16
Date of Execution



**BID NO: 16-54; PURCHASE OF WATER & WASTEWATER TREATMENT CHEMICALS
BULK ALUMINUM SULFATE**

**EXHIBIT "A"
BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the unit price per pound as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Unit Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to this Agreement through a Contract Amendment.

Pricing adjustments may be considered on an annual basis, at the time of contract renewal and must be mutually accepted by both the Contractor and the County. Price adjustment requests must be based upon the Consumer Price Index (CPI) in affect at the time of renewal, unless otherwise approved by the County. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

In Process

**BID NO: 16-54; PURCHASE OF WATER & WASTEWATER TREATMENT CHEMICALS
BULK ALUMINUM SULFATE**

**EXHIBIT "B"
CONTRACT SCHEDULE**

The Contract Period for the required services shall be as follows:

Initial Contract Term: Shall become effective on February 1, 2017, and shall remain in effect for a period of one (1) calendar year, or until funds may become exhausted.

Contract Renewal/s: This Agreement may be renewed for up to four (4), one (1) year renewal periods upon satisfactory performance by the Contractor, mutual agreement by all parties, availability of funds and the continued need of the County for the required services.

In Process



St. Johns County Board of County Commissioners

Purchasing Division

January 6, 2017

Ms. Elizabeth Ryno, Marketing Specialist
Chemtrade Chemicals US, LLC
90 East Halsey Road
Parsippany, NJ 07054

RE: Bid No: 16-54 – Purchase of Water & Wastewater Treatment Chemicals - Bulk Aluminum Sulfate - Master Contract No: 17-MCC-CHE-07813

Dear Ms. Ryno:

Enclosed, please find a fully executed original copy of the Contract Agreement for the above referenced services for your files.

Please note that this contract does not become effective until February 1, 2017.

If you have any questions related to this contract, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,

St. Johns County, FL

Purchasing Department

A handwritten signature in black ink, reading "Jaime T. Locklear".

Jaime T. Locklear, CPPB, FCCM
Contract Administration Manager

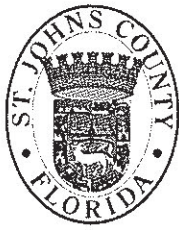
(904) 209-0158 – Direct

(904) 209-0159 – Fax

(904) 209-0150 – Main

jlocklear@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing Bid No: 16-54 – Chemtrade Chemicals US Master Contract File



St. Johns County Board of County Commissioners

Purchasing Division

November 20, 2017

Mr. Parul Kachhia-Patel
Chemtrade Chemicals US, LLC
90 East Halsey Road
Parsippany, NJ 07054

RE: Bid No: 16-54 – Purchase of Water & Wastewater Treatment Chemicals
Master Contract No. 17-MCC-CHE-07813

Dear Mr. Patel:

In Process

Enclosed, please find a fully executed original copy of the above referenced contract amendment #1 for your files.

Should you have any questions, please call me at 904-209-0154.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

A handwritten signature in black ink, appearing to read "Leigh A. Daniels".

Leigh A. Daniels, CPPB
Senior Buyer
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

CC: SJC Minutes & Records
SJC Purchasing Bid No: 16-54 Master File



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT No: 1

Bid No: 16-54; Purchase of Water & Wastewater Treatment Chemicals

Master Contract No: 17-MCC-CHE-07813

Contractor: Chemtrade Chemicals US, LLC
90 East Halsey Road
Parsippany, NJ 07054

Date: November 13, 2017

Contract Amendment No: 1 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract **Renewal Option 1 of 4** is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from February 1, 2018 for a period of one (1) year and shall expire at 11:59pm Eastern Daylight Saving Time (EDST) on January 31, 2019.
3. Unit Price for Bulk Aluminum Sulfate is hereby increased to \$0.5551/gallon.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated December 29, 2016.

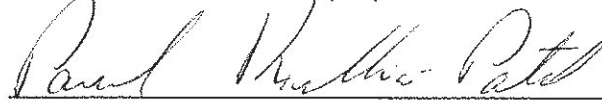
With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.


Signature of County Representative


Date

ST. JOHNS COUNTY
Jaime T. Locklear, MPA, CPPB, FCCM – Assistant Purchasing Manager
Printed Name & Title – County Representative


Signature of Contractor Representative

NOVEMBER 17, 2017
Date

PARUL KACHHIA-PATEL, MARKETING SPECIALIST
Printed Name & Title

End of Amendment No: 1

RALPH CARTER PARK Dedicated Pickleball Courts & HOLLAND PARK Renovation & Expansion

Phase 2

Project Funding – Construction Phase

HOLLAND PARK

- \$3,575,000 – Current CIP Project Budget
- \$6,980,511 – Initial Project Proposal
- \$1,491,925 – VE & Reduced Scope Savings
- \$5,488,586 – Revised Project Costs
- \$5,500,000 – Revised CIP Project Budget

RALPH CARTER PARK

- \$200,000 – Current CIP Project Budget
- \$602,603 – Initial Project Proposal
- \$91,300 – VE Savings
- \$511,303 – Revised Project Costs
- \$525,000 – Revised CIP Project Budget

CONTRACTS

SM&E

□ Existing Consultant that Designed Kids Play & Splash Zone

- Construction Phase Services Contract Amendment:
 - Holland Park: \$53,670.00
 - Ralph Carter Park: \$11,700.00

Joseph Pozzuoli Architect (JPA)

- Existing Consultant that Designed New Buildings/Structures & Improvements to Existing Buildings/Structures
 - Construction Phase Services Contract Amendment
 - Holland Park: \$33,985.50

CONSTRUCTION MANAGEMENT CONTRACT

□ Existing Construction Manager (CM) At-Risk Contract

- Contract Amendment to Establish Guaranteed Maximum Price (GMP) of \$5,613,337.00

SCHEDULE

<input type="checkbox"/> Contract Approvals	April 2, 2019
<input type="checkbox"/> GMP Approval	April 2, 2019
<input type="checkbox"/> Begin Construction	May 2019
<input type="checkbox"/> Substantial Completion	June 25, 2020

Questions?

