



City of Palm Coast

Agenda

COUNCIL WORKSHOP

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, May 14, 2019

9:00 AM

CITY HALL

City Staff

Matthew Morton, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

A CALL TO ORDER

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

D PUBLIC PARTICIPATION

E PRESENTATIONS

- 1 PRESENTATION OF FLORIDA PARK DRIVE CORRIDOR STUDY**
- 2 PRESENTATION - OVERVIEW OF FUND ACCOUNTING AND REVENUE RESTRICTIONS**
- 3 RESOLUTION 2019-XX APPROVING UPDATES TO THE INNOVATION DISTRICT AND INNOVATION KICK START PROGRAM**

F WRITTEN ITEMS

- 4 RESOLUTION 2019-XX APPROVING THE 2019 FIND GRANT FOR THE WATERWAY CLEANUP
- 5 RESOLUTION 2019-XX APPROVING CONTRACTS WITH PBM CONSTRUCTORS, EAU GALLIE ELECTRIC AND ZABATT ENGINE SERVICES, FOR THE CONSTRUCTION OF SIX FEMA GENERATORS PROJECTS
- 6 RESOLUTION 2019-XX APPROVING A CONTRACT WITH PELLA WINDOWS AND DOORS FOR THE REPLACEMENT OF WINDOWS AT 2 UTILITY DRIVE
- 7 RESOLUTION 2019-XX APPROVING A CONTRACT WITH CHINCHOR ELECTRIC, INC. TO PROVIDE ELECTRICAL UPGRADES FOR THE WATER TREATMENT PLANT #1, 4 MOTOR CONTROL PANELS AND 3 MOTOR CONTROL CENTERS REPLACEMENT PROJECT
- 8 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR THE WASTE WATER TREATMENT PLANT NO.1, HEADWORKS BYPASS & DIFFUSED AIR IMPROVEMENTS PROJECT

G PUBLIC PARTICIPATION

H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

K ADJOURNMENT

9 CALENDAR/WORKSHEET

City of Palm Coast, Florida

Agenda Item

Agenda Date : 5/14/2019

Department	STORMWATER & ENGINEERING	Amount	
Item Key	6390	Account #	
Subject	PRESENTATION OF FLORIDA PARK DRIVE CORRIDOR STUDY		
Background : The FY2019 City Council Strategic Action Plan includes a performance measure to engage an external consultant to identify options through a traffic engineering study to address traffic concerns on Florida Park Drive. During previous City Council discussions, City Council also requested that further analysis of air quality be included in future discussions. City staff engaged a consultant team to develop a proposal that would provide options to address the City Council adopted performance measure along with further analysis of air quality along Florida Park Drive. City staff and the consultant team will present an overview of past actions taken related to this performance measure along with a possible scope of services and options to move forward. The following are the changes are modifications made to the scope of work proposal based upon feedback from the presentation made to City Council at February 12, 2019. <ul style="list-style-type: none">• Eliminate the Environmental Alternatives Analysis and Air Quality Monitoring services.• Eliminate the Energy ‘MOVES’ modeling study.• Reduce Environmental sample points from 3 to 2 locations; one shall be located at Holland Park.• Eliminate the update of the Existing [Traffic] Conditions analysis.			
Recommended Action : Presentation and direction by City Council.			

Task Descriptions	Principal	Project Manager	Project Engineer	Engineer	Planner	Admin	Total
1. Phase One - Alternatives Evaluations							
Task 1.1 - Neighborhood Meetings							
Task 1.2 - Travel Demand Modeling	4						4
Determine Historical Growth Rates			0.5	2			2.5
Develop Model		2					2
Refine Study Area - Existing Base Year (2015)							
Refine TAZ Structure (to Model Cut-Through Roads)			4		8		12
Refine Road Network to add Cut-Through Roads			4		8		12
Subdivide Base Year S/E data to New Zones			2		4		6
Subdivide 2040 S/E data to New Zones			1		2		3
Model Assessment		2					2
Run Base Year Model and Compare with 2015 Counts			1		2		3
Run 2040 Model							
Compare with Original 2040 Model Results			2				2
Compare with Growth Projections			2				2
Develop Subarea Growth Rates from S/E Data Growth			2		4		6
Discuss Urban Form Changes due to DRIs	1	2					3
Identify Alternatives							
State-of-the-Art Literature Research on Neighborhood Street Calming/Diversion Statistics		2	2		8		12
Develop Three Alternatives	2	4					6
Street Calming			2		4		6
Introduction of 4-Way Stops			2		4		6
Street Closure (requires model run) (Assume two test locations - 2 runs)	2	4					6
Recode Network			4		8		12
Run Model			4		8		12
Document Diversion in Model			4		8		12
Apply Appropriate Diversion Traffic Volumes			2		4		6
Task 1.3 - Quality Level of Service Analysis							
Evaluate Existing Conditions Plus Three Alternatives - Existing Traffic Volumes							
Run Moel (4 Times)			4		8		
Traffic Flow/Cut-Through Traffic Reduction			4	8	16		28
Speed			4	8			12
Impact on Emissions (increased traffic vs. stops and starts)			2	8			10
Evaluate Existing Conditions Plus Three Alternatives - Buildout Traffic Volumes							
Run Model (4 Times)			4		8		
Traffic Flow/Cut-Through Reduction			4	8	16		28
Speed			4	8			12

Task Descriptions	Principal	Project Manager	Project Engineer	Engineer	Planner	Admin	Total
Impact on Emissions (increased traffic vs. stops and starts)			2	8			10
Task 2.0 - Deliverables							
Task 2.1 - Relevant Project Data							
Traffic Count Data Files/Documentation							
Traffic count data files/documentation	2	4	2	6	8	2	24
Existing speeds, AADT and intersection turning movement counts							
Alternative speeds, AADT and intersection turning movement estimates							
Options and recommendations to reduce pass-through trips along the corridor with estimated traffic impacts on streets in the study area for each option							
Task 2.2 - Reports							
Draft	1	4	8	4	12	2	31
Review with Staff	2	2					4
Revise Draft	0.5	1	4	2	4	1	12.5
Review with Council	2	2					4
Finalize	0.5	1	4	2	4	1	12.5
Task 3 - QA/QC	3	5	6	5	10	1	30
Task 4 - Coordination							
Kick-Off Meeting with Staff	2	2					4
Neighborhood Meetings							
Initial Neighborhood Meeting	4	4			4		12
Presentation of Study Results	2	2			2		6
Staff Presentations							
Draft Presentation of Data Collection and Existing Conditions Update	3	3					6
Draft Results Presentation							
Travel Demand Modeling	2	2					4
Quality/Level of Service Analysis	2	2					4
Draft Report with Options and Recommendations	2	2					4
Council Presentations							
Workshop Presentations (2)	4	4					8
Council Presentations							
Workshop Presentation	3	3					6
Draft Results Presentation	4	4					8
Final presentation	4	4					8
Total Staff Hours	52	67	90.5	69	164	7	449.5
Billing Rates	\$ 210	\$ 140	\$ 100	\$ 80	\$ 80	\$ 55	

Task Descriptions	Principal	Project Manager	Project Engineer	Engineer	Planner	Admin	Total
Total Professional Fees	\$ 10,920	\$ 9,380	\$ 9,050	\$ 5,520	\$ 13,120	\$ 385	\$ 48,375
Direct Costs	Type	Locations	\$/Loc	Cost			
Classification Counts (7-day, Each Direction, 5 Locations)	7D Clas, Bi	0	\$ 610	\$ -			
TMCs - AM & PM, 8 Locations, 1 Day)	4HrTMC	0	\$ 400	\$ -			
			Subtotal	\$ -			\$ -
							GRAND TOTAL \$ 48,375

March 11, 2019

R. Sans Lassiter, PE
President
LTG, Inc.
1450 West Granada Boulevard, Suite 2
Ormond Beach, FL 32174
P. 386.257.2571 Ext. 301
E: rlassiter@ltg-inc.us

Subject: Proposal 928ET-571170-PQ-29R1, Air Quality Monitoring

Dear Mr. Lassiter

Montrose Air Quality Services, LLC (Montrose) would like to thank you for this opportunity to provide the LTG, Inc. and the City of Palm Coast Florida with our revised proposal and quotation for ambient air monitoring services. The objective of the program is to monitor CO, PM₁, PM_{2.5}, PM₁₀ and meteorological conditions at two (2) sites near Florida Park Drive.

BACKGROUND

As the cost of air pollution sensors decrease the availability of hyper-local data networks increase. Current traditional monitoring technologies only allow for a few monitoring stations to be deployed at a time and comes with an additional cost to move. The Montrose Air Pollutant Solution Network (MAPS Net) employs inexpensive, yet highly accurate, sensors that measure PM₁, PM_{2.5}, PM₁₀, ozone, NO₂, CO, H₂S, benzene, and total VOC concentrations in real-time. The sensors may incorporate a sonic anemometer that will supply wind speed and direction data to facilitate correlating pollutant concentration spike with real world events. Montrose works with and evaluates a number of sensor manufacturers which allows us to choose the best sensor for a particular application.



Figure 1 – Deployed Sensor

All of this data is fed to an online data platform, via a cell network, that allows real time observations, data visualization, quality assurance and reporting. MAPS Net allows for a greater degree of flexibility and knowledge of the current air quality conditions.

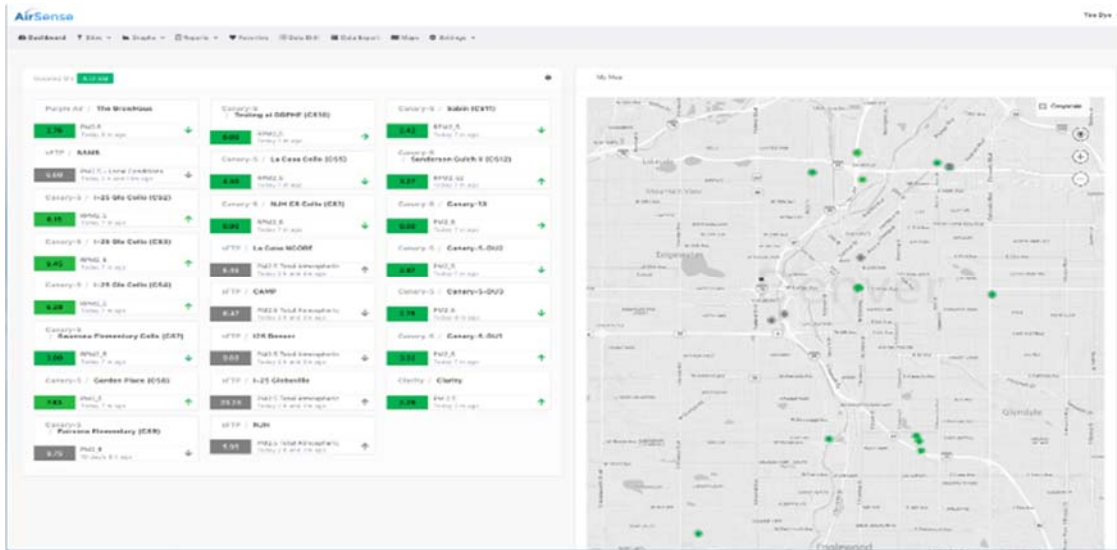


Figure 2 – AirSense Data Platform Screenshot

SCOPE OF WORK

The scope of work has been designed based on our review and understanding of the City of Palm Coast project data quality objectives. The stated goals of the monitoring program are:

- Install sensors at two (2) locations along Florida Park Drive for CO, PM₁, PM_{2.5}, PM₁₀ and meteorological conditions
- Provide real time data that can be used to determine when elevated concentrations of pollutants occur
- Collect meteorological data to aid in determining the source of the emissions
- Perform trend analysis on collected data to identify increases in pollutant concentrations
- Support LTG with meetings and presentations to the City of Palm Coast (conducted by 3Leaf)

The monitoring program is divided into the following three (3) tasks. The tasks encompass equipment/personnel preparation and mobilization, monitoring, and data analysis/reporting.

Task 1: Preparation and Mobilization

Montrose personnel will prepare the necessary monitoring equipment, coordinate with city personnel, and prepare for installation. A qualified Montrose test team will mobilize to the sites and install the monitoring equipment as described in this proposal.

Additionally, 3Leaf will assist Montrose with on-site attendance (1-day) during monitoring equipment installation, on-site attendance and delivery of a presentation at the City of Palm Coast Engineering/Public Meeting; and participation in Q/A session within the format of the 1-day meeting, as needed.

Task 2: Monitoring

For all monitoring, Montrose will utilize Canary-S sensors manufactured by Lunar Outpost, Inc. The Canary-S is a solar powered air quality monitoring system that transmits data using 256-bit Advanced Encryption Standard and HTTPS, the security standard used by the U.S. government for protecting top-secret information. For mounting solutions, these units can be mounted to most poles, structures or can utilize a tripod.

Meteorological (MET) parameters to be monitored will include wind speed, wind direction, temperature, and relative humidity. The Canary S will utilize an ultra-sonic MET package manufactured by R.M. Young Inc. The ultra-sonic technology can be used in harsh environmental conditions without fear of damage often associated with fragile cup or propeller wind anemometers.

Calibration of the CO sensors will be conducted prior to deployment and then on a quarterly basis thereafter. A zero gas and one CO gas standard will be used. Quarterly calibration checks will be conducted by city personnel.

Task 3: Data Platform and Reporting

The Montrose monitoring network will store the data on a secure website hosted by a Microsoft Azure cloud server. The AirSense data platform will display the site and monitoring locations using Google maps and include sensor readings. The AirSense data platform will allow for the easy addition of additional sensors should the City of Palm Coast decide to expand their sensor network.

A monthly short summary report will be prepared and submitted within fifteen (15) days following the end of the month. The monthly report will consist of a complete pdf report as well as electronic data files. Monthly summary reports will include the following data elements:

- Raw data as a comma delimited file (electronically)
- Monthly numerical summaries of validated data
- Monthly graphical summaries of validated data
- Table of exceedances
- Correlation of exceedances to city operations or extraordinary events
- Calibration summaries for each sensor for the period covered by the report
- Summary of sensor operations by date, including problems identified and corrective actions taken

CITY REQUIREMENTS

The scope and quantity of work in this monitoring program will require careful management and efficient coordination to complete the program as proposed; therefore, it is important that the City of Palm Coast ensures that the Montrose field team is provided with the following:

1. Unrestricted access to the sensor locations for authorized Montrose project personnel.

2. Secure areas for mounting or placement of sensors. Note: Montrose can provide secured fencing if required at an additional cost.
3. Information on city operations or upsets that can be correlated with elevated pollutant readings
4. Personnel to perform periodic calibration checks and maintenance.

LUMP SUM QUOTATION

The lump sum quotation represents the amount to be invoiced for the proposed monitoring as described in this document. The costs are detailed below and include all labor, equipment, parts, calibration gases, shipping, per diem, transportation costs, and other miscellaneous items required to successfully conduct the sampling program.

Sensor Cost Breakdown

Pricing is outlined below. The first two items will be conducted by Montrose with the third item conducted by 3Leaf.

Installation and one (1) month of monitoring.....	\$16,800 ¹
Each additional month of monitoring.....	\$800/month
Support supplied by 3Leaf.....	\$7,680

Progress invoices will be issued incrementally in the form of monthly invoices. Time and materials (T&M) and optional testing may be invoiced separately.

Should changes in scope become necessary (e.g. remobilization, out of scope, standby time, etc.), the lump sum quotation will be adjusted according to the standard emerging technologies fee schedule attached, plus all applicable lab fees, equipment and expenses. Note that overtime rates shall be invoiced when applicable. It is understood that out of scope work will need client authorization prior to commencement. The attached Standard Terms and Conditions shall apply to all services. In addition, the following terms and conditions for source testing shall apply:

Safety Training: Time spent for required safety orientation or training longer than one hour in duration will accrue additional charges at the per-person, per-hour standby rate, plus expenses.

¹ The cost is for two (2) sensors, which will be fully owned by the City of Palm Coast.

Drug Testing: Drug testing or physical examinations required by the client or plant, which are not covered by Montrose company policy will be invoiced at the per-person, per-hour standby rate, plus the cost of the drug test or examination.

Postponement: If the client postpones or reschedules a test, all expenses incurred for the preparation and travel that must be repeated prior the actual test will be invoiced.

Standby Fees: If the monitoring team arrives on site and cannot set up due to causes beyond the control of Montrose (i.e., client's process or equipment delays, inclement weather, etc.); standby fees will be charged at the normal Montrose labor rates.

Cancellation: If the client cancels testing after a purchase order is issued or a test scheduled, Montrose will charge for travel and/or preparation expenses incurred.

Montrose is committed to the successful completion of this project on time and within the specified cost. If this proposal is acceptable to you in its present form, please submit your purchase order information so that we may secure the test dates. Upon receipt of the purchase order, we will commence the performance of the services described herein. Should you have any questions or comments regarding this proposal, please do not hesitate to contact me at (303) 670-0530. Thank you in advance for your time and consideration.

Sincerely,
Montrose Air Quality Services, LLC



Patrick Clark, P.E.

Attachments: terms and conditions and fee schedule

The information contained in this proposal is proprietary and contains confidential information which is of significant economic value to *MONTROSE AIR QUALITY SERVICES, LLC*. It is intended to be used only for evaluation of our qualifications for providing services. It should not be duplicated, used, re-written or disclosed in whole or in part for any purpose other than to evaluate this proposal and quotation.

Standard Terms and Conditions

I. SCOPE

Montrose Air Quality Services, LLC (through itself or its affiliates or subsidiaries) ("Montrose") agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Montrose shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in the proposal in accordance with the compensation provisions set forth therein. Unless otherwise agreed, Montrose shall, at its sole discretion, invoice Client incrementally upon execution of services in the form of two bills: (1) delivery of the test protocol, preparation, equipment fees, performance of the fieldwork, and the analytical tasks, and (2) delivery of the final report(s) or five days after delivery of the draft report(s). Montrose shall invoice Client any remaining amounts due, including but not limited to out of scope charges, delay time or other fees, upon completion of the final report(s) or five days after delivery of the draft report(s).

Time-related charges will be made in accordance with the billing rate referenced in the proposal or agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, Montrose's standard billing rates shall apply. Unless otherwise agreed, Client agrees to pay within 30 days of the presentation of any invoice submitted by Montrose hereunder. Payments not received within 30 days of the invoice date will accrue a late payment charge of 1.5% per month on the unpaid balance of the invoice.

Montrose shall also be entitled to reimbursement from Client of expenses, including attorney's fees and court costs, which may be incurred in collecting any overdue payments. Payment is not contingent on payment from another party.

III. RESPONSIBILITY

Montrose is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Montrose shall perform the services in accordance with the usual and customary care and accepted practices in effect when the services are rendered.

Montrose's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Montrose is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. Montrose does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations. Further, Montrose is not responsible, in any capacity, for Client's failure to comply with any laws or regulations or for damages or penalties of any type sought or assessed, including attorney's fees and expenses, from any source.

IV. FORCE MAJEURE

Montrose, its officers, employees and agents, shall not be liable for its failure to perform hereunder or for any loss or damage due to any failure of delay from any cause beyond the reasonable control of Montrose. This includes but is not limited to: acts of God, war (declared or undeclared) terrorist attacks, civil commotion, tornados, embargoes, epidemics, fires, floods, strikes, testing difficulties, shortage of chemicals, materials, or other equipment, acts or omissions by Client, acts or omissions of suppliers or vendors, acts or omissions of governmental authorities, or changes to any applicable governmental laws or regulations.

V. INDEMNIFICATION

Client agrees to indemnify Montrose and its officers, directors, subsidiaries, employees and affiliates for any losses (including reasonable fees and expense incurred, including reasonable attorney fees), arising out of or related to any legal action or claim resulting from any services provided by Montrose, to which Montrose is not a party and to the extent Montrose is found not to be at fault in connection with such claim or legal action.

VI. LIMITATION OF LIABILITY

MONTROSE'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE PROVIDED HEREIN. IN NO EVENT SHALL MONTROSE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MONTROSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Standard Terms and Conditions Continued

VII. INSURANCE

Montrose shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability including bodily injury, property damage, owners and contractors protective, products/completed operations, contractual and personal injury. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory worker's compensation and employers' liability insurance as required by state law.
4. Professional liability insurance with limits of not less than \$1,000,000.

VIII. SUBCONTRACTS

Montrose shall be entitled, to the extent determined to be appropriate by Montrose, to subcontract any portion of the work to be performed under this Agreement.

IX. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The agreement is not to be assigned by either Client without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Montrose as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

XI. CHOICE OF LAW/JURISDICTION

This agreement shall be administered and interpreted under the laws of the state in which the Montrose office responsible for the project is located. Jurisdiction of litigation arising from the agreement shall be in that state.

XII. SEVERABILITY

If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Montrose hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Montrose's performance of its services hereunder.

XIV. INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

XV. WORK PRODUCT

Montrose and Client recognize that Montrose's work product submitted in performance of this Agreement is intended only for the project covered by this Agreement. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Montrose against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XVI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Montrose may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Montrose may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with the Proposal.

XVII. TERMINATION OF WORK

Either party at any time, upon reasonable written notice to the other party, may terminate the services hereunder. Upon such termination, Client shall pay Montrose all the amounts it owed hereunder for performance up to the date of termination, plus, if such termination is not due to Montrose's default under this Agreement, reasonable expenses incurred by Montrose as a result of such termination.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Montrose Client Account Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.



2019 EMERGING TECHNOLOGIES FEE SCHEDULE FOR SERVICES
Effective through December 31, 2019

<u>FIELD TESTING PERSONNEL</u>	<u>HOURLY RATE (\$)</u>
Consultant, District Manager	150
Client Project Manager, Senior Chemist	130
Field Project Manager	100
Senior Technician, Chemist.....	80
Field Technician	65

<u>Support Personnel</u>	<u>Hourly Rate (\$)</u>
Senior Office Worker, Safety Officer	90
Office Worker (Staff Personnel, Level I)	55

<u>Overtime Rate for Hourly Employees</u>	<u>Hourly Rate (\$)</u>
Over 8 hours per day or between 40 and 60 hours per week.....	Standard Rate x 1.5
Over 12 hours per day or over 60 hours per week	Standard Rate x 2
Weekends and Holidays will be billed at overtime rates	

<u>Overhead Direct Costs</u>	<u>Unit Rate (\$)</u>
Per Diem.....	60/day
Mobile Lab Vehicle Mileage	1.50/mile
Other ODC's (i.e. hotels, rentals, purchases, analytical costs, supplies)	Cost Plus 15%

<u>Testing Equipment Fees</u>	<u>Daily Rate (\$)</u>
Complete All-Inclusive CEMS (O ₂ , CO ₂ , NO _x , CO) – mileage not included	1,000
Mobile Sample Recovery Laboratory, no CEMS - mileage not included.....	350
Data Acquisition System or Strip Chart Recorders.....	100
O ₂ or CO ₂ Analyzer.....	125
CO or NO _x Analyzer.....	175
SO ₂ Analyzer	200
THC Analyzer	300
FTIR Analyzer (on site).....	750 plus one time 2,000 shipping if applicable
Ohio Lumex RA 915+ mercury instrument.....	500 plus one time 350 shipping if applicable
ESC Auto-Hg sample System	200
Heated sample line, 50 or 100 Ft.	100
Isokinetic Sampling System - Complete	250
Non-Isokinetic Pump & Meter	175
Low Flow Meter Box or 3D Console	225
201A Cyclone / Cascade Impactor	125
Impinger Set	100
Analytical Scale (on site)	175

The information contained in this proposal is proprietary and contains confidential information which is of significant economic value to MONTROSE AIR QUALITY SERVICES, LLC. It is intended to be used only for evaluation of our qualifications for providing services. It should not be duplicated, used, re-written or disclosed in whole or in part for any purpose other than to evaluate this proposal and quotation.

**City of Palm Coast
Scope of Services
Florida Park Drive Corridor Study
Updated 2/20/19**

Road Name: Florida Park Drive

County: Flagler

Project Location: From Palm Coast Pkwy (WB) to Palm Harbor Pkwy

1. Phase One – Alternatives Evaluation

Task 1.1: Neighborhood Meetings

The consultant will be required to hold two (2) neighborhood meetings. The first meeting will be held to discuss and document resident concerns prior to conducting the study. A second meeting will be held to discuss recommendations from the study.

It will also be required for the Consultant to attend and present at three (3) City Council meetings, inclusive of workshops.

Task 1.2: Travel Demand Modeling

The most recent adopted Central Florida Regional Planning Model (CFRPM) travel demand model will be utilized to evaluate measures to reduce pass through traffic along Florida Park Drive. The CFRPM model will be refined and validated in the project subarea to include the study corridor. The validation will be conducted to reflect 2010 base conditions using the latest 2010 Socio-Economic (SE) Data.

The Consultant will review the existing traffic analysis zone (TAZ) structure of the CFRPM for appropriateness to the study area, and recommend and implement any changes as needed to ensure the travel demand model is sensitive to the alternatives being evaluated. The Consultant will refine the land use data within these new TAZs through review of aerial photography available via the internet. Any additional local roads or collector facilities will also be coded into the model as necessary to demonstrate the impact of proposed alternatives.

The 2010 base model will be validated to traffic counts as available. Any changes to Area Type & Facility Type (AT/FT) coding will be coordinated with City staff. If validation cannot be reached via reasonable modifications of traditional roadway parameters, the Consultant will coordinate with the City and discuss ways to proceed with available information.

The validated model will be utilized to determine the percentage of trips utilizing Florida Park Drive as a pass-through.

The consultant will prepare a minimum of three (3) alternatives to model potential changes to Florida Park Drive and the surrounding local roadways. The alternatives will be discussed with City Staff before analysis is conducted. Proposed alternatives may include severing Florida Park Drive at alternate locations, or introducing traffic calming devices that cause speed reduction, and associated diversion to alternative routes.

The following roadways will be evaluated in the analysis of the modeling:

- Florida Park Dr
- Clubhouse Dr
- Palm Coast Pkwy
- Old Kings Rd
- Palm Harbor Pkwy

- Fellowship Dr
- Farmsworth Dr
- Frontier Dr
- Fleetwood Dr
- Farragut Dr

Task 1.3: Quality/Level of Service Analysis

Arterial analysis for the three (3) alternatives will be prepared using the FDOT Quality/Level of Service for the roadways listed in Task 2.2.

2. Deliverables

Task 2.1: Relevant Project Data

- Traffic count data files/documentation.
- Existing speeds, design AADT and intersection turning movement counts/estimates.
- Alternative speeds, AADTs and peak hour intersection turning movement volumes.
- Options and a recommendation to reduce pass-through trips along the corridor with estimated traffic impacts on all streets in the study area for each option.

Task 2.2: Reports

For this study, the Consultant will provide the City with an electronic draft copy of the Technical Memorandum, one (1) final signed and sealed copy of the Technical Memorandum and one (1) DVD-ROM.

Draft Report Due Date: To Be Determined at NTP

Report Due Date: To Be Determined at NTP

3. QA/QC

Task 3.1: QA/QC

Throughout this project, the Consultant will ensure the accuracy of all products submitted to the City through the use of the Consultant's Quality Assurance/Quality Control Procedures.

QA/QC final review will be annotated on the Consultant's Letter of Transmittal, in the remarks section, that the final product(s) have been reviewed for quality assurance and were found to meet the Department's quality standards. The reviewer will initial their approval prior to final delivery.

4. COORDINATION

Task 4.1: Project Coordination

Throughout the study, key Consultant staff will be available to meet and discuss project-related issues. It is anticipated that two (2) technical meetings with the City's Project Manager will be required.

Additionally, the Consultant will schedule a meeting with the City for the review and discussion/approval at each of the following task milestones;

- (Task 1.1) Neighborhood Meetings
- (Task 1.2) Travel Demand Modeling
- (Tasks 1.3) Quality/Level of Service Analysis
- (Task 2.2) Report with Options and Recommendations



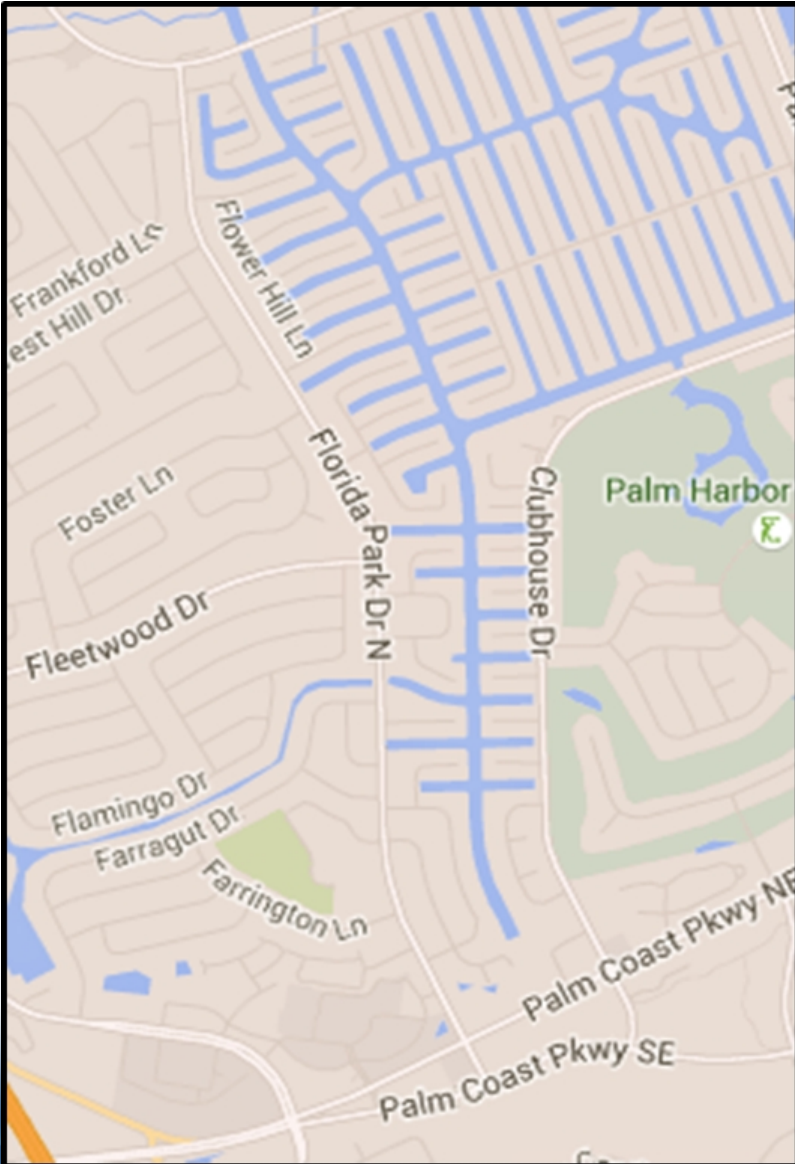
Florida Park Drive

**City Council Workshop
May 14, 2019**

Strategic Action Plan – Council Priority

- Measurement 5.2.2.14.a
 - Engage an external consultant to identify options through a traffic engineering study to address traffic concerns on Florida Park Drive.

Florida Park Drive – Existing Conditions



- Approximately 2 miles in length
- 60 foot Right of Way with two 12 foot lanes
- Swale drainage with sidewalks on the west side of the road
- High Intensity Commercial Land Use between Palm Coast Pkwy (EB) and Farraday Lane
- Single Family Residential Land use from Farraday Lane to Palm Harbor Pkwy.

Past Actions

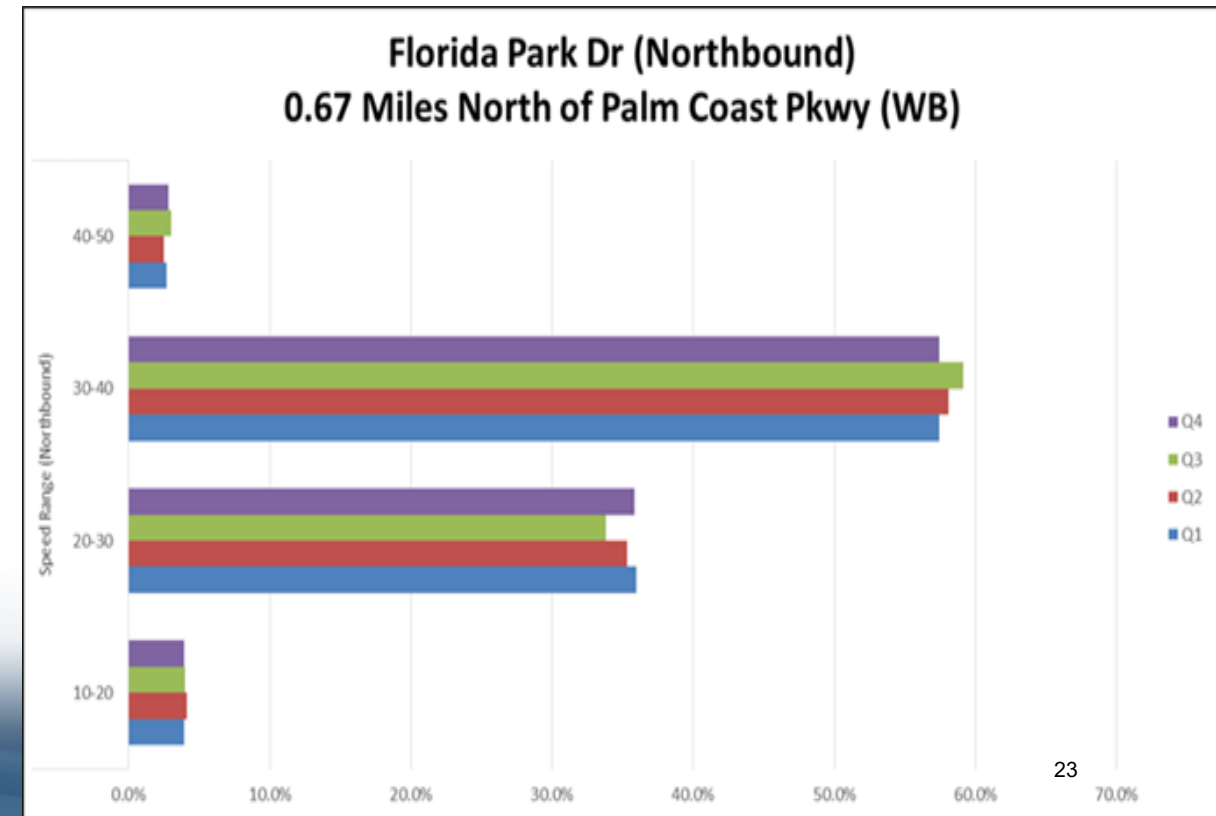
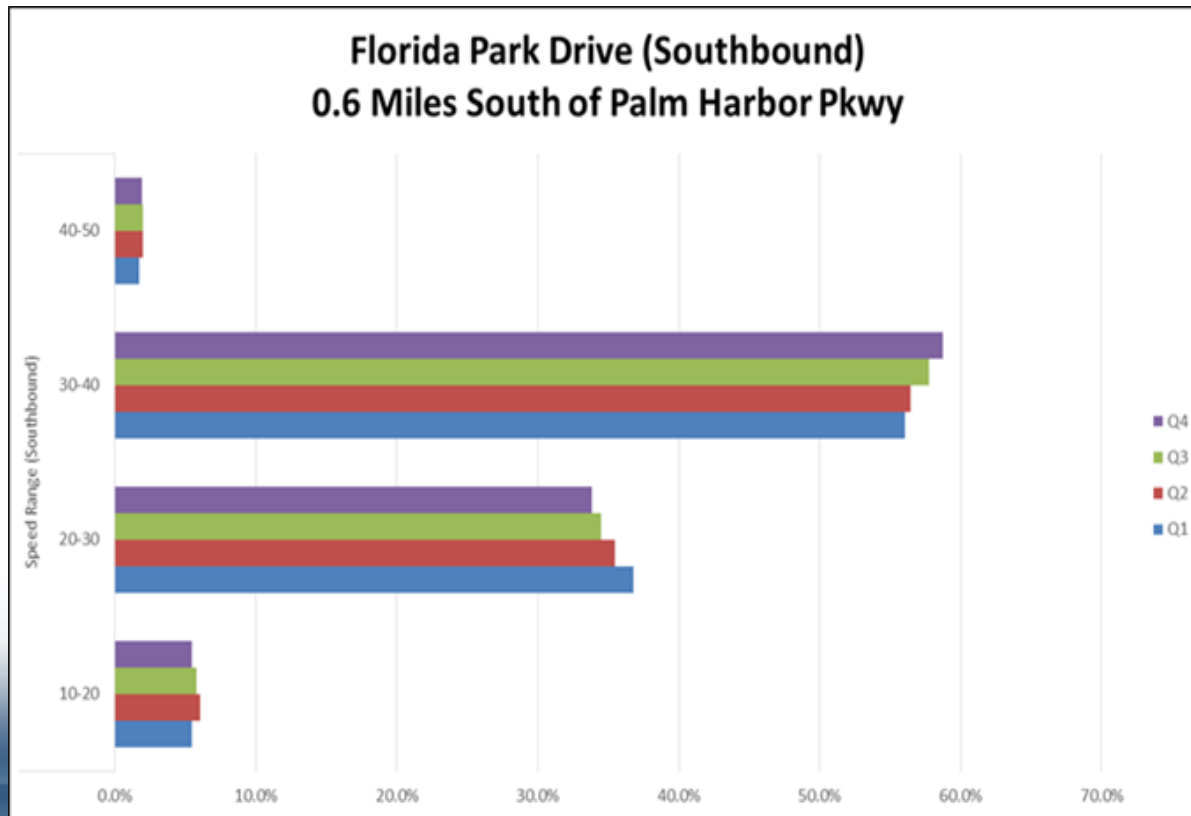
Summary – Past Actions

- ✓ **FY15: Collected Speed Data (entire year)**
- ✓ **6/9/2015: Existing Condition Traffic Study Presentation City Council**
- ✓ **6/15/2015: Traffic Study to Reduce Pass-Thru Traffic Not Approved by City Council**
- ✓ **8/25/2015: Air Quality Presentation to City Council**
- ✓ **2/12/2019: Air Testing & Traffic Study Options Presentation to City Council**

Speed Study & Speeding Violations

October 2014 – September 2015:

- 60 Speeding Violations Issued
- 30-35 MPH is the Average Speed



Existing Condition Traffic Study

FY 2015: Work performed by City Staff

- Collected traffic data
 - Volume/Classification Counts
 - Turning Movement Counts (TMC)
 - Speed Data
- Performed Intersection Level of Service Analysis
- Reported Crash Data
- Prepared a report summarizing the results of the analysis
 - The traffic volumes range in residential areas from 5,100 to 7,400 vehicles per day
 - All intersections operate at an acceptable level of service C or better
 - The average speeds along the corridor are between 30 and 35 MPH
 - Thirty-five (35) crashes were reported in the previous 3.5 years

Alternative Evaluation Traffic Study

FY2015: Traffic Engineering Consultant Proposal

- City Staff prepared a scope of services with the following tasks:
 - Conduct neighborhood meetings to get local input
 - Utilize Travel Demand Modeling to model alternatives to reduce pass through trips along the corridor
 - Provide a Level of Service Analysis for Florida Park Drive and the surrounding roadways
 - Report to City Council the results of the study
- City Traffic Engineer Conclusion:
 - The results of Existing Conditions Analysis illustrates Florida Park Drive operates at an acceptable level of service and indicated that this Study is not required at this time.
 - City Council did Not Move Forward with Consultant Proposal.

Air Quality & Traffic

FY2015: Presentation

- What is Air Quality
- Florida's Air Quality & Health Concerns
- FDOT Guidelines for Air Quality
- Measuring CO Releases in Palm Coast
- Analysis for Palm Coast:
 - Air Quality Technical Memorandum for Palm Coast Parkway 6-Laning Project
 - Cypress Point Parkway/Boulder Rock intersection used as worst-case scenario
 - Both the opening year and design year (2031) traffic predictions analyzed
 - CO levels not predicted to meet or exceed National Ambient Air Quality Standard

Possible Actions

Traffic - Scope of Work Options

Traffic Study - Lassiter

- ~~Phase One – Update Existing Condition Traffic Study (\$18,110.00)~~
- Phase Two – Alternatives Evaluation
 - Neighborhood Meetings
 - Travel Demand Modeling (includes study of 3 alternatives)
 - Quality / Level of Service Analysis
- Phase Three – Report with Options and Recommendations
 - City Staff will include Landscaping options to be included in the Report

Proposed Fee: \$48,375.00

Air Quality – Scope of Work Options

Air Quality – Montrose Air Quality Services

- Phase One – Base Line Monitoring
 - ~~2~~ 3 Roadway Sampling Points for 1 ~~month~~ week (CO, PM, PM2.5, PM10)
- ~~Phase Two – Modeling Study (\$15,000 – \$30,000)~~
 - ~~Develop MOVES Modeling system~~

Proposed Fee:

- Ownership of Sensors: \$24,480 (includes 1 month of monitoring)
 - \$800 for each additional month of monitoring

Council Action

Council Direction

- Traffic Study
 - Perform Alternative Evaluation (Analyze 3 Options)?
 - City Staff to Identify Landscaping Options
- Air Quality
 - Perform Air Quality Testing?
 - 2 Locations on Florida Park Drive
 - Confirm Purchase of Testing Equipment
- Other Options
 - No Action until Level of Service Drops Below a 'C'.
 - Evaluate reduction of speed limit
 - Restricting commercial truck through traffic

Questions?



City of Palm Coast, Florida Agenda Item

Agenda Date: 05/14/2019

Department	FINANCE	Amount
Item Key	6371	Account
Subject	PRESENTATION - OVERVIEW OF FUND ACCOUNTING AND REVENUE RESTRICTIONS	
Background :	In preparation of the upcoming Fiscal Year 2020 Budget, the Finance Department will be providing City Council with an overview on fund accounting and revenue source restrictions.	
Recommended Action :	For presentation purposes only.	

Fund Accounting & Revenue Restrictions

Tuesday, May 14th, 2019

Helena P. Alves, CGFO, CIA, MBA,
Finance Director

Lina Williams
Budget Manager



BUDGET PRESENTATION TIMELINE

JAN - MAR

- Annual Financial Audit
- Annual Progress Report
- Survey Results
- Annual City Council
SAP evaluation
- Review 10 year CIP Plan

APR - JUNE

- YTD Budget Results Presentation
- Fund Accounting & Revenue
Restrictions Presentation
- Property Tax Presentation



JUL - SEPT

- Adopt Maximum Millage Rate
- Budget Workshop
Presentations to City Council
- Public Hearings to Adopt Tentative
and Final Millage
Rate & Budget

OCT - DEC

- FY19 Year End Close-Out
- End of Year Review with
Departments



FUND ACCOUNTING

A Fund:

- Represents its own checkbook
- Subject to its specific regulations
- Segregated based on its purpose

Restricted Revenue:

- Can only be used for a specific purpose
- Cannot be used for general operations
- Segregated in its own fund/checkbook

CITY OF PALM COAST FUND TYPES

Governmental

Primarily supported by taxes

General fund

Special revenue funds

Capital projects funds

Proprietary

Primarily supported by user fees

Enterprise funds

Internal services funds

CITY OF PALM COAST FUND CLASSIFICATIONS

Governmental

Primarily supported by taxes

Administration & Finance

Public Safety (Fire & Police)

Community Development
(excluding Building)

Streets & Parks Maintenance

Parks & Recreation

Proprietary

Primarily supported by user fees

Utility

Stormwater

Building

Information Technology

Solid Waste

Fleet

Facilities

REVENUE RESTRICTIONS

GENERAL FUND UNRESTRICTED REVENUES

Ad Valorem Tax (Property Tax)

- Main revenue source of the General Fund

Communications Services Tax

- 5.22% Applied to telecommunications, video, direct-to-home satellite and related services

Half-Cent Sales Tax



- Portion of the state 6% sales tax collected within Flagler County

State Revenue Sharing

- Portion of State sales and use tax collections & one-cent municipal fuel tax

SPECIAL REVENUE FUNDS - RESTRICTIONS

Streets Improvement Fund Restricted for Transportation Expenses



- Local Option Fuel Tax
 - Currently 6 cents per gallon on fuel purchased in Flagler County
 - Distributed per Inter-local agreement based on road miles
- State Revenue Sharing (b)

SR 100 CRA Restricted to Development within CRA

- Tax Increment

CAPITAL FUNDS - RESTRICTIONS

Capital Projects Fund

- Small County Surtax
 - 1/2 percent of the 7% sales tax collected in Flagler County
 - Committed for construction & improvement of public facilities
 - Adopted by Flagler County ordinance and distributed according to state formula



Impact Fee Funds

- Restricted to growth related projects. Only for projects that are adding new capacity, cannot be use for existing system deficiencies.

ENTERPRISE FUND - RESTRICTIONS

Water & Wastewater Utility Fund

- Restricted by bond covenants & City Council
- Used to maintain system & debt service

Stormwater Utility Fund

- Restricted by loan covenants & City Council
- Used to maintain system & debt service

Building Fund

- Applied solely to building and permitting costs

FUND BALANCE

FUND BALANCE

Definition: Accumulated revenues over expenditures

Use: For emergencies or one time expenditures
Not meant to fund continuing operations

Policies: General, Utility, Stormwater, Solid Waste,
Disaster, Self Insured, and Fleet

QUESTIONS



City of Palm Coast, Florida Agenda Item

Agenda Date : 5/14/19

Department	ADMINISTRATIVE SERVICES	Amount
Item Key	6302	Account
Subject	RESOLUTION 2019-XX APPROVING UPDATES TO THE INNOVATION DISTRICT AND INNOVATION KICK START PROGRAM	
Background : On June 5, 2018, City Council approved the Innovation District and Innovation Kick Start Program to incentivize development in Town Center. City Council also approved the expansion of the Innovation District's north boundaries on October 16, 2018. With continued development in the District and overall interest of the Program, City staff and the Master Developer for Town Center are proposing to update the Innovation Kick Start Program and Innovation District to reflect an expanded boundary and added flexibility for residential developments. The expanded boundary proposed will include track 21b to the District for a potential residential development. For added flexibility for residential developments, City staff propose removing the restrictions of size and type to qualify for the Program. This is due to a variety of residential projects that have already been kick started in the District, and requests to continue to diversify residential developments in the District. With both changes, City staff propose the new track and flexibility for residential developments be added to the Innovation Kick Start Program and Innovation District to continue to encourage new development and meet the area's goals.		
Recommended Action : Adopt Resolution 2019-XX approving updates to the Innovation District and Innovation Kick Start Program		

RESOLUTION 2019 - ____
UPDATES TO THE INNOVATION DISTRICT
AND INNOVATION KICK START PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN AMENDMENT TO THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY MASTER REDEVELOPMENT PLAN; APPROVING AN ADDITIONAL PARCEL WITHIN THE INNOVATION DISTRICT AND INNOVATION KICK START PROGRAM; APPROVING FLEXIBILITY BY UNRESTRICTING RESIDENTIAL DEVELOPMENTS FOR THE INNOVATION KICK START PROGRAM ; PROVIDING FOR DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast has determined that the State 100 Corridor Redevelopment Area (the “Area”) (as created and defined in Resolution No. 2004-22 and which legal description is ratified, affirmed, and adopted herein) is a blighted area appropriate for community redevelopment projects pursuant to Chapter 163, Part III, Florida Statutes (the “Community Redevelopment Act of 1969”, as amended, or the “Act”); and

WHEREAS, the redevelopment of the Area is necessary in the interest of public health, safety, and welfare of the residents of the City of Palm Coast, and furthers and is in the interest of, revitalizing the Area economically and socially, improving the tax base, promoting sound growth, and providing improved conditions in the City of Palm and Flagler County; and

WHEREAS, the City Council has authorized, established, and providing for the funding of a “State Road 100 Corridor Redevelopment Trust Fund” to finance a community project or projects within the Area as provided in Section 163.387 Florida Statutes, the act to be funded by tax increment revenues for the purposes of financing the diverse elements of the State Road 100 Corridor Community Redevelopment Plan (the “Plan”); and

WHEREAS, the City Council, upon recommendation of the State Road 100 Corridor Community Redevelopment Agency (the “Agency”), of the Area, in accordance with the provisions of Resolution No. 2004-22, approved and adopted the Plan on June 15, 2004 (Resolution No. 2004-31); and

WHEREAS, the City Council, upon recommendation of the Agency, of the Area, in accordance with the provisions of Resolution No. 2004-22, approved and amended the Plan on August 5, 2008 (Resolution No. 2008-136) in order to reflect changing economic conditions and redevelopment needs in the Area and June 5, 2018 (Resolution No. 2018-71) to include the Innovation District and expanded parcels of the Innovation District on October 16, 2018 (Resolution No. 2018-143); and

WHEREAS, the Plan encourages economic development and redevelopment to transform the character of the Area, increasing the diversity of residential opportunities and businesses; and

WHEREAS, the City of Palm Coast and the Agency desire to expand upon the Innovation District boundaries to include the additional parcel of 21b; and

WHEREAS, the City of Palm Coast and Agency desire to amend the Plan to include the new expanded boundary of the Innovation District in accordance with the provisions of Resolution No. 2004-22 and the Act; and

WHEREAS, the City of Palm Coast and Agency also desire to include the expanded boundary of the Innovation District to the Innovation Kick Start Program; and

WHEREAS, the Innovation Kick Start Program was designed to encourage new development in the Innovation District by reducing development costs in the Area; and

WHEREAS, in addition to the new expanded boundary, the City of Palm Coast and Agency desire to add flexibility to the Innovation Kick Start Program by unrestricting residential type and size; and

WHEREAS, the expanded boundary of the Innovation District and added flexibility for residential developments to the Innovation Kick Start Program will increase the taxable real estate values in the Area, increase sales tax collections, and improve the conditions of the local economy of the Area and the City; and

WHEREAS, the City of Palm Coast and the Agency approves the expanded boundary of the Innovation District and added flexibility for residential developments to be included in the Innovation Kick Start Program in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders under Section 166.021(9), Florida Statutes and in furtherance of revitalizing the Area economically, improving the tax base, promoting sound growth, and providing improved conditions in the Area pursuant to the Act; and

WHEREAS, these additions and overall update to the Innovation District is for the benefit of the public health, safety, welfare, and convenience of the City of Palm Coast, Florida; and

WHEREAS, the City Council and Agency find that the expansion of the Innovation District and added flexibility for residential developments to the Innovation Kick Start Program serve a public purpose, which includes promotion of economic development, job growth, and future expansion of the City's and Area's tax base.

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

SECTION 1. RECITALS/ADOPTION AND APPROVAL OF PLAN AMENDMENT/LEGISLATIVE FINDINGS.

(a) The above recitals and the recitals set forth in Resolution 2004-22 and 2008-136 represent and are hereby ratified, adopted and incorporated as legislative findings of the Agency relative to the provisions of this Resolution.

(b) The Agency recommends approval of the amendment to the State Road Corridor Community Redevelopment Plan to incorporate the expanded parcel of 21b to the Innovation District, as dated as of _____, 2019, and set forth in Exhibit “A” to this Resolution, said exhibit being adopted and incorporated herein by this reference thereto.

(c) The Agency recommends approval of the amendment to the State Road Corridor Community Redevelopment Plan to incorporate the added flexibility for residential developments in Innovation Kick Start Program overview and set forth in Exhibit “A” to this Resolution, said exhibit being adopted and incorporated herein by this reference thereto.

(d) The Innovation District and Innovation Kick Start Program set forth in the amendment to the Plan are consistent with the requirements of Section 163.360 Florida Statutes, and the Agency further finds that:

(1) The amendment to the Plan confirms with the law as necessary in the interest of the public health, safety, and welfare of the residents of the City of Palm Coast, and will effectuate the purposes of the Plan by revitalizing the Area economically and socially, thereby increasing the tax base, promoting sound growth, improving conditions, and eliminating the conditions which the Florida Legislature found constitutes a menace which are injurious to public health, safety and welfare of the residents.

(2) The amendment to the Plan confirms to and is consistent with the City of Palm Coast Comprehensive Plan.

(3) The amendment to the Plan will afford maximum opportunity, consistent with the sound needs of the City of Palm Coast as a whole, for the redevelopment or rehabilitation by private enterprise and/or joint public/private partnership.

(4) Residential and non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City of Palm Coast in accordance with sound planning standards and local community objectives.

(5) The amendment to the Plan is necessary and appropriate to facilitate the proper growth and development of the City of Palm Coast in accordance with the Plan.

(6) In accordance with Section 163.345, Florida Statutes, the Agency have and will consider the encouragement of private enterprise to engage in community redevelopment activities.

SECTION 2. APPROVAL OF THE INNOVATION KICK START PROGRAM’S EXPANDED BOUNDARY AND UNRESTRICTED LOT SIZES. The City Council of the City of Palm Coast hereby approves the expanded parcel of 21b to the Innovation District and added flexibility to the Innovation Kick Start Program by unrestricting residential type and size as attached hereto and incorporated herein by reference as Exhibit “B”.

SECTION 3. DEFINITIONS. The terms contained in this Resolution shall have the meaning set forth in the Act.

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

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

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution, including, but not limited to, executing agreements to implement the Innovation Kick Start Program.

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 21st day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachments: Exhibit A – State Road 100 Corridor Plan Amendment Changes
Exhibit B – Innovation Kick Start Program Application Changes

Approved as to form and legality

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

Exhibit A

State Road 100 Corridor Community Redevelopment Plan, Innovation District & Innovation Kick Start Program Update

Innovation District expanded boundaries added to section 7.6 and 7.7 under “Plan Update” in State Road 100 Corridor Community Redevelopment Plan

Additions in red

7.6 Innovation District

In 2018, the Community Redevelopment Agency reevaluated Palm Coast’s Town Center, located in the Community Redevelopment Area (Resolution No. 2018-0071). The Area has been largely infrastructure-ready for several years, yet, the vision for Town Center had never fully been realized. In over a ten year period, Town Center had only reached a 17% developed threshold at the beginning of 2018. Yet, with a fresh look at the Area and new approach, the Agency made developing Town Center a high priority. Through research and analysis, the Agency found that an Innovation District would not only a great fit for growing Town Center, but also would be economically, socially, and culturally viable for the future for Palm Coast. **Per Resolution 2018-71, Resolution No. 2018-143, and Resolution No. 2019-___**, Map 13 showcases the Innovation District being centrally-located in the urban core of Town Center. By specifically mapping out an Innovation District in the CRA, the Agency looks to kick start forward-thinking residential and non-residential developments to stimulate economic growth at a high-rate through specific guidelines, programs and incentives before 2034. One of these programs proposed in Resolution No. 2018-71 involves an “Innovation Kick Start Program” that ends in December 31, 2020.

7.7 Innovation Kick Start Program

The Innovation Kick Start Program was designed to encourage forward-thinking residential and non-residential units that create a “live, work, play” environment to stimulate economic growth. The Program is limited to first 500,000 square feet of non-residential and 1,000 residential units.

Through the Program, development costs are reduced in the Innovation District for developers (see Map 13). For a developer to be eligible for the Innovation Kick Start Program, the proposed development:

- Must be located in targeted of Innovation District (see Map 13; Updated per Resolution No. 2018-143) **Resolution No. 2019-XX).**
- Must be under construction by December 31, 2020
- **~~And if the development is residential, all units must be multi-family, townhome, condo, or single family with smaller lots (50 feet or less)~~**

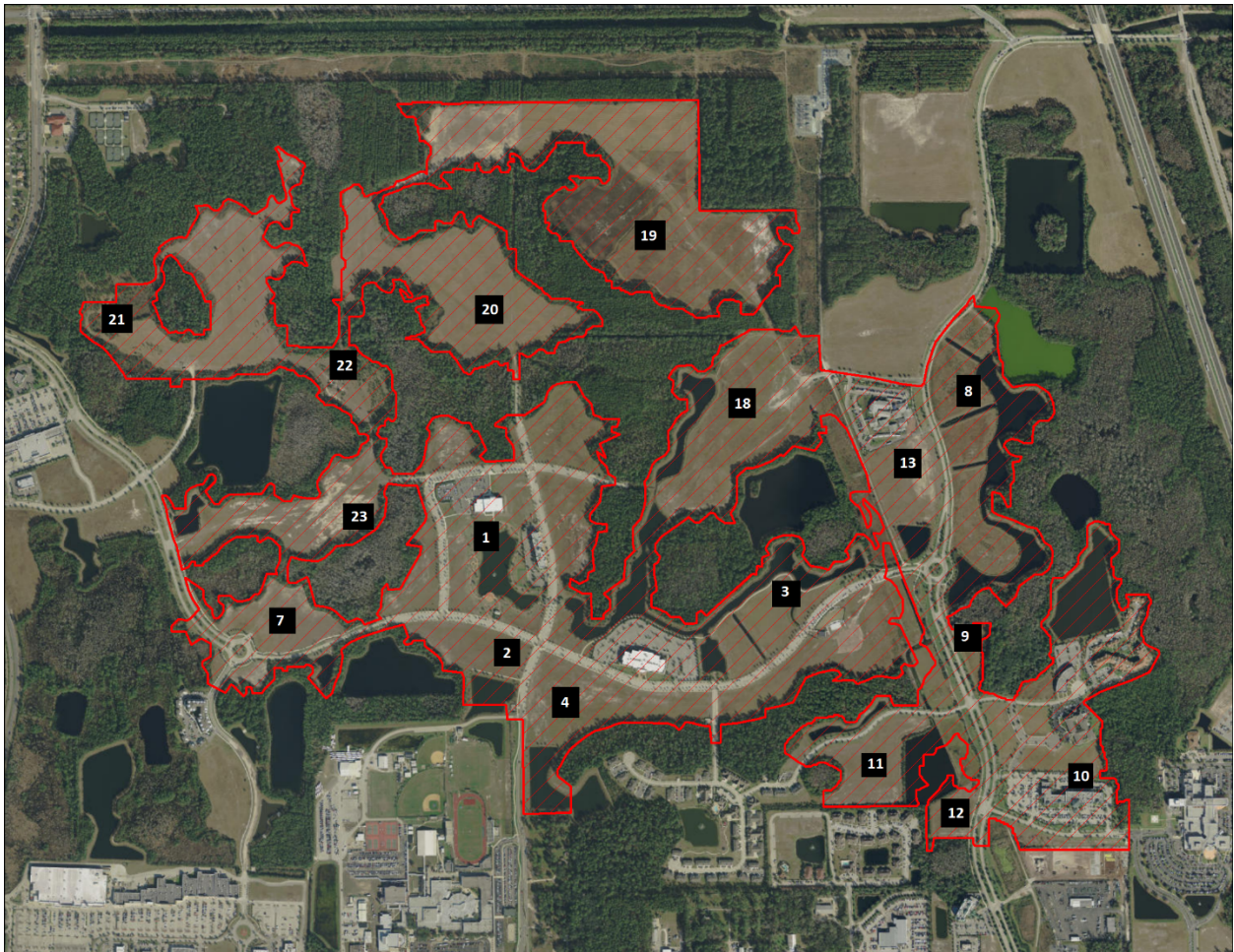
Eligible developments will be provided credit of \$5,000 per unit or per 1,000 s.f. per non-residential units. The credit(s) will be used towards payment of City utility impact fees. Per Resolution No. 2018-71, credits on behalf of the Agency will be paid through increased CRA

revenues. This was approved with in mind that proposed developments will increase CRA revenues, and outweighs the initial assistance of utility impact fees in the beginning.

Innovation District Map updated in “List of Maps” – Map 13 in State Road 100 Corridor Community Redevelopment Plan

Innovation District in the CRA

Updated INSERT RESOLUTION DATE per Resolution No. 2019-__)





Innovation Kick Start Program

Introduction

This Program has been created to encourage new development projects and business in the defined Innovation District area located in Palm Coast's Town Center. The Program is designed to kick start development that will facilitate the creation and commercialization of new ideas and support our economy by growing jobs in ways that leverage proximity, density, authenticity and progress by the end of 2020. Through the Innovation Kick Start Program, the City of Palm Coast will provide assistance towards utility impact fees to property owners, developers and/or business owners.

Program Objectives

The primary objective of the Innovation Kick Start Program is to encourage forward-thinking residential and non-residential units that create a "live, work, play" environment to stimulate economic growth. Through the Program, development costs are reduced in the Innovation District to help attract new development (see Innovation District Map).

Program Guidelines

- Developments must be under construction by December 31, 2020 and continue until completion
- Developments must be consistent with CRA Plan, Town Center Plan, City standards, ordinances, and overall vision for Innovation District

Eligibility Requirements

- Must be located in the Innovation District (see Innovation District Map)
- Limited to first 500,000 square feet of non-residential and 1,000 residential units

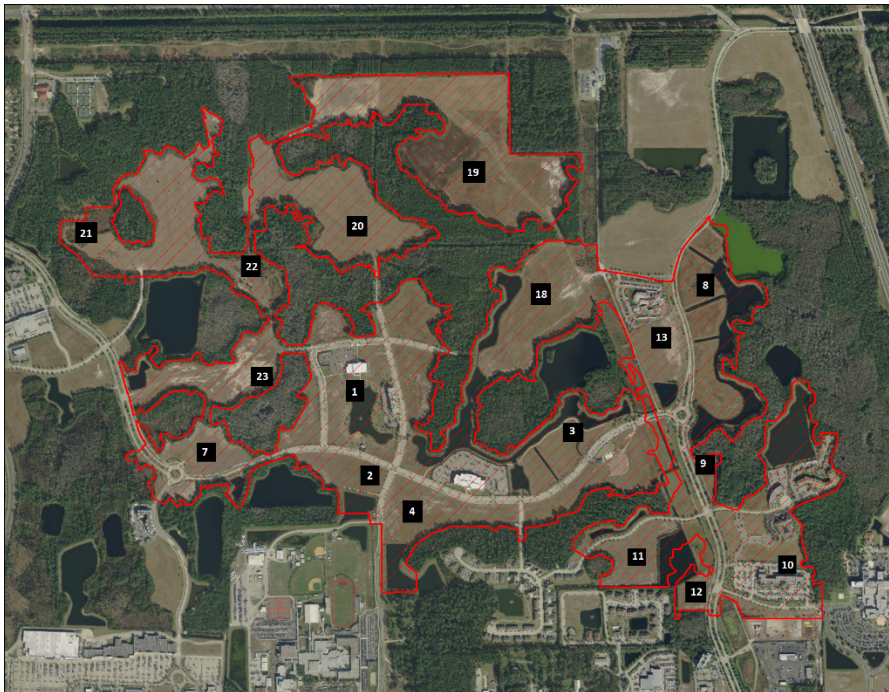
Funding Guidelines

- Eligible developments will be provided credit of \$5,000 per unit or per 1,000 s.f. (non-residential)
- Credit(s) will be used towards payment of utility impact fees
- If development does not meet certain thresholds by stated deadlines and commitments listed above, then the City may revoke credit(s)

Program Process

1. The applicant obtains an impact fee estimate in writing based on initial site plan/plot from the City of Palm Coast's Planning Division. The Planning Division is located at City Hall (160 Lake Ave., Palm Coast, FL 32164).
2. Applicant may turn in application with City estimate to the Planning Division in City Hall via mail or in person. Only completed applications, including having all supporting documentation will be accepted.
3. The Land Use Administrator will review completed applications for compliance with Program requirements within five business days.
4. Upon approval, a letter of commitment is provided to the applicant to sign.
5. The letter of commitment will need to be signed by the Applicant and City Manager (or City staff designee). The letter of commitment must be signed by all parties before development can begin and impact fee credits are applied.

Innovation District Map



Additional Notes

- Grantee of the Program is responsible for obtaining any permits required to do the project. Cost of permitting cannot be part of waived fees.
- Staff will be available to offer any assistance needed and may seek outside guidance on any project being considered for the Program.
- For questions or concerns, please contact Palm Coast's Planning Division at (386) 986-3736 or planningdivision@palmcoastgov.com.



Innovation Kick Start Program Application

This application, along with all required information should be submitted to:
Planning Division
City of Palm Coast
160 Lake Ave.
Palm Coast, FL 32164

I. Owner of Property/Applicant

Name: _____

Mailing Address: _____

Telephone: _____

Email: _____

II. Developer/Agent (if same as applicant, go to next section III)

Name: _____

Mailing Address: _____

Telephone: _____

Email: _____

III. Property Description & Proposed Development

Parcel ID Number(s): _____

Address (if available): _____

Is this development within the Innovation District (see map): Yes _____ No _____

Development Type: Residential _____ Non-residential _____

If residential, number of proposed residential units by type: _____

If non-residential, number of proposed non-residential s.f. by type and use: _____

General description of development: _____

Size of development: _____

Include the sketch of property, boundary survey, etc.

Include a site development scaled plan.

Include the DRI Entitlement Monitoring Form – Town Center.

IV. Satisfaction of Criteria

By filing this application, the applicant agrees and understands that the Innovation Kick Start Program is given at the sole discretion of the City of Palm Coast and these criteria are used solely to evaluate applicant's project and does not create an entitlement to funding.

In addition, the Kick Start Program is on a first come, first served basis. An application for utility impact fee assistance shall be in accordance with the established Kick Start Program criteria, CRA Plan, Town Center Plan, City standards, and overall vision for Innovation District.

V. Certification

Applicant hereby certifies under penalty of perjury, that all information provided is complete, current, accurate and truthful.

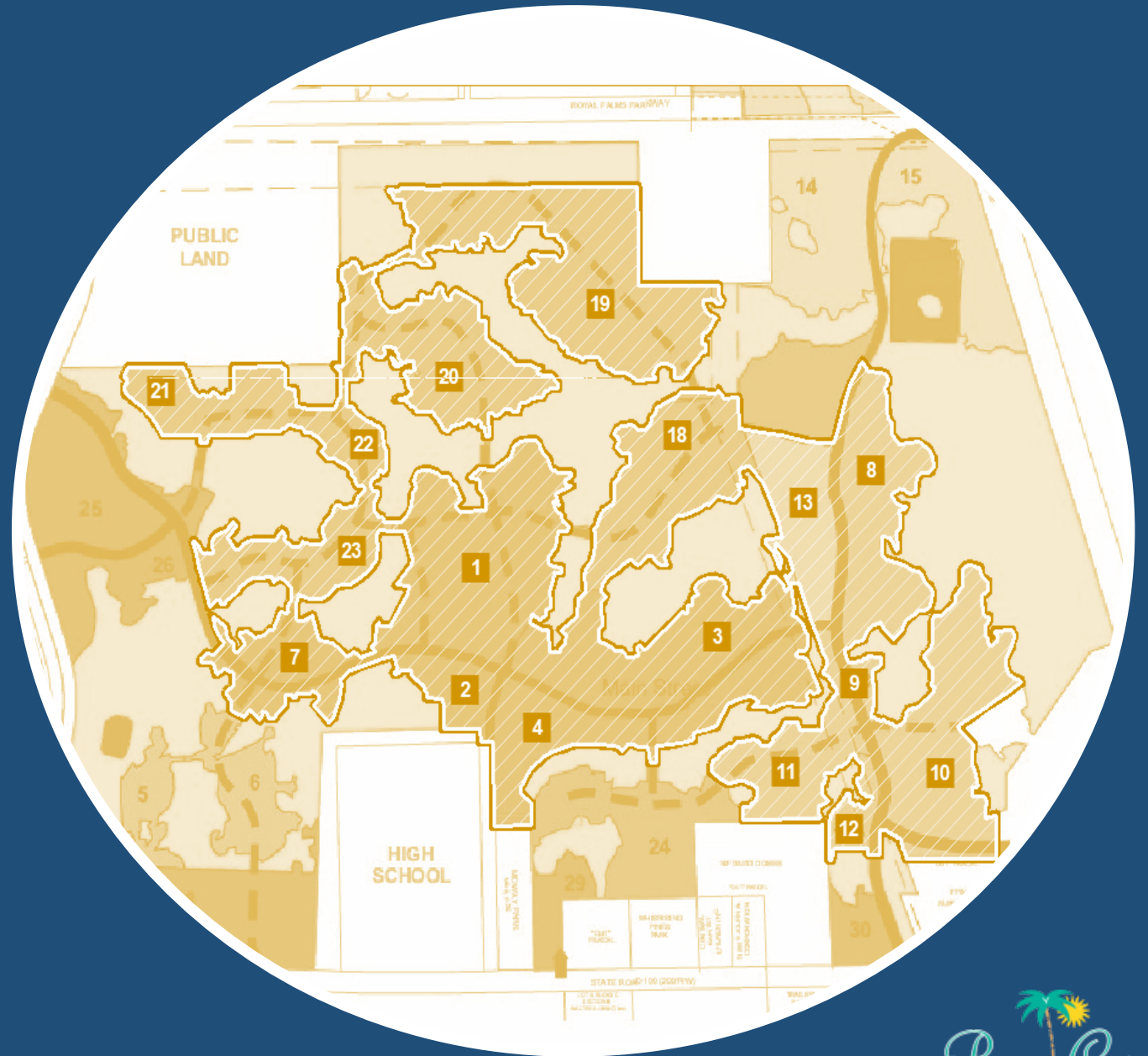
Signature

Date

Print

If the application is from someone other than the owner, please include Letter of Permission from the Owner.

INNOVATION DISTRICT & KICK START PROGRAM UPDATES



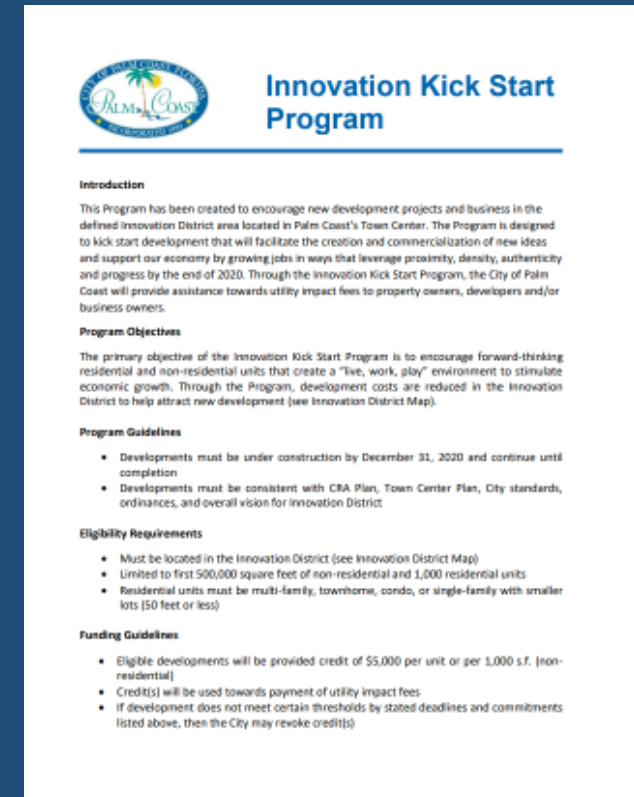
DISTRICT OVERVIEW

- District & Program approved June 2018
- Updated October 2018
- First project in the District – the Palms
- Several other development projects in queue



PROGRAM OVERVIEW

- Incentivizes residential and non-residential development in the District
- \$5,000 utility impact fee credits
 - Non-residential: 500,000 sq. ft.
 - Residential: 1,000 units
- Available until 2020
- Credits paid through CRA Fund



CRA FUNDING FOR PROGRAM

Residential Example



Brookhaven Apartments

*117 Residential Project in
Town Center*

2018 Taxable Added Value: \$9.6 million

CRA Increased Revenue Per Year: \$985/unit

Estimated

Total added revenue through 2034 of
\$1.73 million or \$14,775/unit

INNOVATION KICK START PROGRAM EXAMPLE

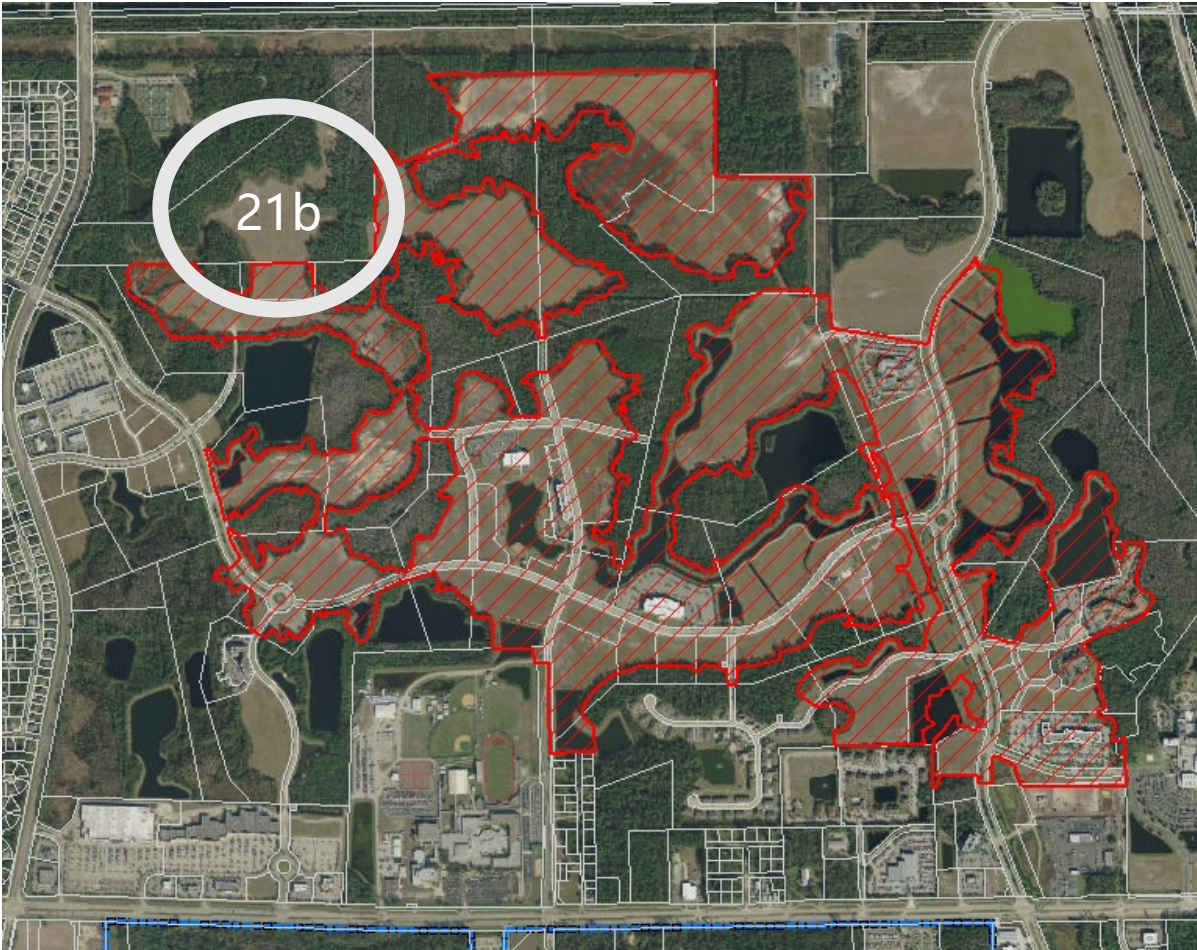
Based on Brookhaven (per unit)

Increased CRA Revenue =
\$14,775

>

Impact Fee Assistance of \$5,000

UPDATES TO DISTRICT & PROGRAM



- **Adding parcel 21 b to Innovation District boundary**
- **Adding flexibility by unrestricting types and size of residential developments to qualify for Innovation Kick Start Program**

NEXT STEPS

May 21 Business Meeting – Consider Resolution To:

Amend the CRA Plan - Exhibit A

- Innovation Kick Start Program Update to section 7.7 in “Plan Update”
- Innovation District Map added to “Lists of Maps”

Approve Kick Start Program - Exhibit B

- Program remove restrictions for residential size and type to qualify for Program

City of Palm Coast, Florida Agenda Item

Agenda Date: 05/14/2019

Department	PLANNING	Amount
Item Key	6341	Account
Subject	RESOLUTION 2019-XX APPROVING THE 2019 FIND GRANT FOR THE WATERWAY CLEANUP	
Background : On March 13, 2019, the City petitioned the Florida Inland Navigation District (FIND) to award grant funds for a public waterway cleanup event in 2019. On April 22, 2019, the FIND Board approved the City’s request for a \$5,000.00 grant to be utilized for, but not limited to, garbage bags, gloves, reusable water bottles, event bags, and t-shirts relating to the cleanup event. In order to receive the funding, an agreement must be approved between the City and FIND. The agreement provides provisions that the City is the “Project Sponsor” and will coordinate all associated work for the event. Terms are also provided to satisfy the requirements of the grant funding including payment of funds, records retention, incurred expense reporting, and associated liability. The program scope mirrors the previous years of the Waterway Cleanup event, also partially funded by FIND, under the same terms as proposed herein. Over the course of the last eleven years, the Palm Coast Community has collected over 12.6 tons of material from the environment. Note: The proposed agreement contains FIND language that may not be altered due to funding conditions.		
Recommended Action : Adopt Resolution 2019-XX approving the 2019 FIND Grant for the Waterway Cleanup.		

RESOLUTION 2019 - ____
2019 FIND GRANT FOR WATERWAY CLEANUP

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING GRANT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) FOR ONE WATERWAY CLEANUP EVENT IN 2019; PROVIDING FOR AUTHORIZATION TO EXECUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast has conducted successful Waterway Cleanup events annually since September 13, 2008 due to the generous contributions of the Florida Inland Navigation District (FIND); and

WHEREAS, the City of Palm Coast (the "Project Sponsor") has requested that FIND provide a portion of the assistance needed for the Waterway Cleanup event in the City of Palm Coast, Flagler County, including the Atlantic Intracoastal Waterway (the "Project"); and

WHEREAS, FIND is willing to provide such assistance for the volunteer cleanup of the Atlantic Intracoastal Waterway in the City of Palm Coast, Flagler County, subject to the terms and provisions of the Agreement (Exhibit "A").

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

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the FIND Agreement, as attached hereto and incorporated herein by reference as Exhibit "A."

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

SECTION 3. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

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 21st day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit “A” – FIND Agreement for Waterway Cleanup

Approved as to form and legality

William E. Reischmann, Jr., Esq.

Attachment A

FIND Agreement for Waterway Cleanup

WATERWAY CLEANUP AGREEMENT

This Agreement is entered into this ____ day of _____, 2019 by and between the FLORIDA INLAND NAVIGATION DISTRICT ("FIND") and PALM COAST, FLORIDA (the "Project Sponsor").

WHEREAS, Project Sponsor has requested that FIND provide a portion of the assistance needed for the Waterway Cleanup program in Flagler County including the Intracoastal Waterway (the "Project"); and

WHEREAS, FIND is willing to provide such assistance for the volunteer clean up of the Intracoastal Waterway in Flagler County subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Nothing herein shall constitute a waiver by either party of Section 768.28 of the Florida Statutes.
2. Subject to the provisions of the Agreement, Project Sponsor shall coordinate the work for the Project. Project Sponsor agrees, with respect to the Project, that as between the parties to this Agreement, it shall be solely responsible for any claims for damages resulting therefrom. Project Sponsor agrees to indemnify FIND, its Commissioners, employees, and agents, from any and all liabilities, claims, costs, damages, and expenses (including court costs and attorneys' fees) arising from or related to Project Sponsor's actions regarding the Project.
3. FIND shall provide an amount not to exceed **\$5,000** for the components of the project set forth on the attached Exhibit "A" (with FIND paying the Project Sponsor the amount actually spent for each component, up to the amount listed on Exhibit "A" for said component) which shall also in compliance with the District's policy on waterway clean up projects.
4. The funds to be provided by FIND to the Project Sponsor hereunder will be paid within thirty (30) days of receipt by FIND of a request for payment accompanied by supporting documentation showing expenditures equal or greater to the amount being sought from FIND.

5. Project Sponsor shall, upon request by FIND, provide a report of final expenses incurred on the Project. The Project Sponsor shall also retain all records supporting costs of the Project for three (3) years after the end of the fiscal year in which the Project is completed, except that such records shall be retained by Project Sponsor until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.
6. If Project Sponsor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if Project Sponsor shall violate any of the covenants, terms, or stipulations of this Agreement, FIND shall thereupon have the rights to terminate this Agreement.
Notwithstanding the above, Project Sponsor shall not be relieved of liability for damages or expenses as contemplated herein sustained by FIND by virtue of any breach of the Agreement by Project Sponsor.
7. Any notice or other written communications between Project Sponsor and FIND shall be considered delivered when posted by certified mail or delivered in person to the respective party at the address indicated below:

To FIND: Florida Inland Navigation District
 1314 Marcinski Road
 Jupiter, Florida 33477
 Attention: Executive Director

To the Project Sponsor: City of Palm Coast
 Community Development Department
 160 Lake Ave
 Palm Coast, FL 32164
 Attention: Waterway Cleanup Project Manager

8. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation or agreements, either verbal or written between the parties hereto. This Agreement shall not be modified unless in writing and signed by both parties hereto.

9. This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida. In the event of any litigation arising hereunder, the prevailing party shall be entitled to reasonable costs including attorney' fees, at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in the courts of Palm Beach County, Florida.
10. The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement nor any interest hereunder without the express prior written consent of the other party.
11. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____

Title: Executive Director

Date: _____

ATTEST:

By: _____

Name: _____

CITY OF PALM COAST

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

EXHIBIT A

To continue this annually recognized event, the City is looking to FIND for continued support for another stunning cleanup event. With that said, the City of Palm Coast is requesting \$5,000.00 FIND Grant dollars for the 2019 Intracoastal Waterway Cleanup scheduled for September 7, 2019.

Projected Budget

	COST
T-shirts (Group identification for clean-up event)	=\$2,500
Reusable Water Bottles (minimize plastic waste)	=\$1,500
Gusset Tote Bags (carry group supplies)	=\$ 700
Garbage Bags (various types; trash & recyclables)	=\$ 200
Gloves (variety to meet needs)	=\$ 100

FIND Total \$5,000

City Match:

Staff – coordination, organization, registration, volunteer recruitment, advertising, event support, garbage collection, disposal, etc.

Office – supplies, paper, printing, maps, phone, computer, etc.

Volunteer Luncheon - food, drinks, snacks, paper products, etc.

To further facilitate the City's commitment to this event, budget documents have been attached for your consideration.

Thank you once again for your 2008 - 2018 event support and we hope to continue this stellar partnership in the future to keep our community clean.

Respectfully,



Denise Eagle Bevan, CFM
City Administration Coordinator

Attachment(s)

EXHIBIT B

FLORIDA INLAND NAVIGATION DISTRICT WATERWAY CLEAN UP PROGRAM RULES (66B-2.016 Waterways Cleanup Events)

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of Rule 66B-2 apply to these applications with the following additions or exceptions:

- (1) **Application Procedure:** Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.
- (2) **Availability:** The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of items (8) through (10), below.
- (3) **Applicant Eligibility:** The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.
- (4) **Funding:** District funding shall be limited to \$5,000.00 per waterway, per county, except for the provisions of items (8) through (10), below.
- (5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.
- (6) **Funding Eligibility:** The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.
- (7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

- (8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.
- (9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.
- (10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 5/14/19

Department	Stormwater & Engineering		Amount	\$1,929,936.14	
Item Key			Account	54029082-063000-55240;55241;55242;55243;55244;55245	
Subject	RESOLUTION 2019-XX APPROVING CONTRACTS WITH PBM CONSTRUCTORS, EAU GALLIE ELECTRIC AND ZABATT ENGINE SERVICES, FOR THE CONSTRUCTION OF SIX FEMA GENERATORS PROJECTS.				
Background :					
Last February, City Council approved the Florida Division of Emergency Management (DEM) cost share agreements for the Hazard Mitigation Grants for the purchase and installation of generators for 30 pump stations throughout the City. These generators will be installed at existing pump stations. The generators will be placed on concrete pads and connected to the electrical panels.					
The Stormwater & Engineering Department advertised all six FEMA approved projects and on April 25, 2019 received bids from five qualified contractors. City staff recommends award of four of the projects to the low bidder, PBM Constructors, Inc., one to Eau Gallie Electric of Melbourne, Florida, and one to Zabatt Engine Services of Jacksonville, Florida. City staff is also requesting a 10% contingency for approval in case of unforeseen circumstances and/or unknown conditions, for a total of \$1,929,936.14.					
Project #	Base Bid	10% Contingency	Total	DEM Cost Share	
ITB-CD-19-32	\$ 279,996.24	\$ 27,999.62	\$ 307,995.86	\$	196,862.24
ITB-CD-19-33	\$ 257,125.80	\$ 27,712.58	\$ 282,838.38	\$	187,551.50
ITB-CD-19-34	\$ 292,025.34	\$ 29,202.53	\$ 321,227.87	\$	208,270.59
ITB-CD-19-35	\$ 269,629.50	\$ 26,962.96	\$ 296,592.56	\$	197,731.10
ITB-CD-19-36	\$ 383,900.00	\$ 38,390.00	\$ 422,290.00	\$	217,987.49
ITB-CD-19-37	\$ 271,810.42	\$ 27,181.04	\$ 298,991.46	\$	188,374.09
Totals	\$ 1,754,487.40	\$ 175,448.74	\$ 1,929,936.14	\$	1,196,777.00
The DEM is currently evaluating the bids. Once the DEM sends the City approval of the bids, the City can move forward with the projects. These projects are in the Utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2019/20. Funding shortfall will be added as part of the budget process for FY2020, shifting funds from other utility capital projects.					
SOURCE OF FUNDS WORKSHEET FY 2019/20					
FEMA GENERATOR 54029082-063000-55240			\$323,285.36		
Total Expended/Encumbered to Date.....			\$ 15,186.80		
Pending Work Orders/Contracts.....			\$		
Current (WO/Contract).....			<u>\$307,995.86</u>		
Balance			\$ 0		
SOURCE OF FUNDS WORKSHEET FY 2019/20					
FEMA GENERATOR 54029082-063000-55241			\$311,074.66		
Total Expended/Encumbered to Date.....			\$ 28,236.28		
Pending Work Orders/Contracts.....			\$		
Current (WO/Contract).....			<u>\$282,838.38</u>		
Balance			\$ 0		

SOURCE OF FUNDS WORKSHEET FY 2019/20

FEMA GENERATOR 54029082-063000-55242	\$349,464.15
Total Expended/Encumbered to Date.....	\$ 28,236.28
Pending Work Orders/Contracts.....	\$
Current (WO/Contract).....	<u>\$321,227.87</u>
Balance	\$ 0

SOURCE OF FUNDS WORKSHEET FY 2019/20

FEMA GENERATOR 54029082-063000-55243	\$324,831.84
Total Expended/Encumbered to Date.....	\$ 28,236.28
Pending Work Orders/Contracts.....	\$
Current (WO/Contract).....	<u>\$296,592.56</u>
Balance	\$ 0

SOURCE OF FUNDS WORKSHEET FY 2019/20

FEMA GENERATOR 54029082-063000-55244	\$394,053.72
Total Expended/Encumbered to Date.....	\$ 28,236.28
Pending Work Orders/Contracts.....	\$
Current (WO/Contract).....	<u>\$422,290.00</u>
Balance	\$ 0

SOURCE OF FUNDS WORKSHEET FY 2019/20

FEMA GENERATOR 54029082-063000-55245	\$ 327,27.74
Total Expended/Encumbered to Date.....	\$ 28,236.28
Pending Work Orders/Contracts.....	\$
Current (WO/Contract).....	<u>\$298,991.46</u>
Balance	\$ 0

Recommended Action :

Adopt Resolution 2019-XX approving contracts with PBM Constructors, Eau Gallie Electric, and Zabatt Engine Services, including a 10% contingency for the construction of six FEMA Generators projects.

**RESOLUTION 2019-
FEMA GENERATOR PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH EAU GALLIE ELECTRIC, INC., INCLUDING 10% CONTINGENCY, FOR A FEMA GENERATOR PROJECT; 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, the City of Palm Coast desires construction of a FEMA Generator project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Eau Gallie Electric, Inc., for 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 a contract with Eau Gallie Electric, Inc., for a FEMA Generator 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 any necessary documents.

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption by the City Council.

Resolution 2019-____
Page 1 of 2

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast,
Florida, on the 21st day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contract with Eau Gallie Electric, Inc.

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

Projects:

ITB-CD-19-32 – Backup Power, 5 Pump Stations – FEMA 4283-27-R
ITB-CD-19-33 – Backup Power, 5 Pump Stations – FEMA 4283-31-R
ITB-CD-19-34 – Backup Power, 5 Pump Stations – FEMA 4283-33-R
ITB-CD-19-35 – Backup Power, 5 Pump Stations – FEMA 4283-34-R
ITB-CD-19-36 – Backup Power, 5 Pump Stations – FEMA 4283-35-R
ITB-CD-19-37 – Backup Power, 5 Pump Stations – FEMA 4283-36-R

Project: ITB-CD-19-32 - Backup Power, 5 Pump Stations – **FEMA 4283-27-R**

Date: 4/30/2019

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

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$279,996.24
Eau Gallie Electric, Inc. Melbourne, FL	\$352,500.00
Chinchor Electric, Inc. Orange City, FL	\$395,104.00
Hinterland Group, Inc. Riviera Beach, FL	\$476,200.00

The intent of the City of Palm Coast is to award ITB-CD-19-32 to PBM Constructors, Inc.

Project: ITB-CD-19-33 - Backup Power, 5 Pump Stations – **FEMA 4283-31-R**

Date: 4/30/2019

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

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$257,125.80
Eau Gallie Electric, Inc. Melbourne, FL	\$324,400.00
Chinchor Electric, Inc. Orange City, FL	\$370,904.00
Hinterland Group, Inc. Riviera Beach, FL	\$463,500.00

The intent of the City of Palm Coast is to award ITB-CD-19-33 to PBM Constructors, Inc.

Project: ITB-CD-19-34 - Backup Power, 5 Pump Stations – **FEMA 4283-33-R**

Date: 4/30/2019

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

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$292,025.34
Eau Gallie Electric, Inc. Melbourne, FL	\$388,300.00
Chinchor Electric, Inc. Orange City, FL	\$407,754.00
Hinterland Group, Inc. Riviera Beach, FL	\$548,900.00

The intent of the City of Palm Coast is to award ITB-CD-19-34 to PBM Constructors, Inc.

Project: ITB-CD-19-35 - Backup Power, 5 Pump Stations – **FEMA 4283-34-R**

Date: 4/30/2019

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

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$269,629.60
Eau Gallie Electric, Inc. Melbourne, FL	\$343,300.00
Chinchor Electric, Inc. Orange City, FL	\$398,527.00
Hinterland Group, Inc. Riviera Beach, FL	\$455,900.00

The intent of the City of Palm Coast is to award ITB-CD-19-35 to PBM Constructors, Inc.

Project: ITB-CD-19-36 - Backup Power, 5 Pump Stations – **FEMA 4283-35-R**

Date: 4/30/2019

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

Firm	Bid
Eau Gallie Electric, Inc. Melbourne, FL	\$383,900.00
Chinchor Electric, Inc. Orange City, FL	\$427,530.00
Hinterland Group, Inc. Riviera Beach, FL	\$574,100.00

The intent of the City of Palm Coast is to award ITB-CD-19-36 to Eau Gallie Electric, Inc.

Project: ITB-CD-19-37 - Backup Power, 5 Pump Stations – **FEMA 4283-36-R**

Date: 4/30/2019

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

Firm	Bid
Zabatt Engine Services, Inc. Jacksonville, FL	\$271,810.42
Chinchor Electric, Inc. Orange City, FL	\$373,000.00
Hinterland Group, Inc. Riviera Beach, FL	\$426,800.00
Eau Gallie Electric, Inc. Melbourne, FL	Non-Responsive

The intent of the City of Palm Coast is to award ITB-CD-19-37 to Zabatt Engine Services

Cc: Contract Coordinator, Project Manager, ASSED Director, Finance Director, Department Director

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 (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



ITB-CD-19-32 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-27-R

Project Overview

Project Details	
Reference ID	ITB-CD-19-32
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-27-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 23-1, PS 26-1, PS 28-1, PS 29-1 and PS 29-2. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:03 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:03 PM EDT	Jesse Scott
Attachment C to include license	Apr 04, 2019 2:03 PM EDT	Jesse Scott
Bid Forms 00200 and Pricing	Apr 25, 2019 2:01 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:02 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:02 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:02 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:02 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:02 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by,



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

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 3:29 PM EDT	No
Alex Blake	Apr 04, 2019 3:03 PM EDT	No
Danny Ashburn	Apr 04, 2019 3:55 PM EDT	No
Helena Alves	Apr 08, 2019 8:45 AM EDT	No
Jesse Scott	Apr 04, 2019 2:09 PM EDT	No
james melley	Apr 05, 2019 8:05 AM EDT	No



Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Bid Forms 00200	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested
Pricing	100 pts	Price entry
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	80.98 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	70.87 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	58.8 pts	Pass	Pass	Pass	Pass
Sawcross Inc	0.00933 pts	Pass	Pass	Pass	Mixed



	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
PBM Constructors, Inc.	Pass	Pass	100 pts (\$279,996.24)
Eau Gallie Electric, Inc	Pass	Pass	80.98 pts (\$345,750.00)
Chinchor Electric, Inc.	Pass	Pass	70.87 pts (\$395,104.00)
Hinterland Group, Inc.	Pass	Pass	58.8 pts (\$476,200.00)
Sawcross Inc	Mixed	Fail	0.00933 pts (\$3,000,249,999.25)



ITB-CD-19-33 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-31-R

Project Overview

Project Details	
Reference ID	ITB-CD-19-33
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-31-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 33-1, PS 34-2, PS 34-3, PS 34-4 and PS 65-1. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:10 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:11 PM EDT	Jesse Scott
Attachment C and license	Apr 04, 2019 2:10 PM EDT	Jesse Scott
Bid Forms 00200 to include Pricing	Apr 25, 2019 2:10 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:11 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:11 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:11 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:11 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:11 PM EDT	Jesse Scott

Conflict of Interest

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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?
Mary Kronenberg	Apr 04, 2019 3:02 PM EDT	No
Alex Blake	Apr 04, 2019 3:28 PM EDT	No
Helena Alves	Apr 08, 2019 8:48 AM EDT	No
Jesse Scott	Apr 04, 2019 2:11 PM EDT	No
james melley	Apr 05, 2019 8:07 AM EDT	No



Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Bid Forms 00200	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested
Pricing	100 pts	Price entry
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	80.65 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	70.54 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	56.45 pts	Pass	Pass	Pass	Pass
Sawcross Inc	0.00872 pts	Pass	Pass	Pass	Mixed



	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
PBM Constructors, Inc.	Pass	Pass	100 pts (\$261,625.60)
Eau Gallie Electric, Inc	Pass	Pass	80.65 pts (\$324,400.00)
Chinchor Electric, Inc.	Pass	Pass	70.54 pts (\$370,904.00)
Hinterland Group, Inc.	Pass	Pass	56.45 pts (\$463,500.00)
Sawcross Inc	Mixed	Fail	0.00872 pts (\$3,000,249,999.25)



ITB-CD-19-34 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-33-R

Project Overview

Project Details	
Reference ID	ITB-CD-19-34
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-33-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS-35-2, PS 35-4, PS 59-1, PS 59-2 and PS-60-1. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:14 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:15 PM EDT	Jesse Scott
Attachment C and License	Apr 04, 2019 2:14 PM EDT	Jesse Scott
Section 00200 Bid Forms and pricing	Apr 25, 2019 2:18 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:18 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:19 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:19 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:19 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in,



or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 3:32 PM EDT	No
Alex Blake	Apr 04, 2019 3:35 PM EDT	No
Helena Alves	Apr 05, 2019 2:29 PM EDT	No
Jesse Scott	Apr 04, 2019 3:39 PM EDT	No
james melley	Apr 05, 2019 8:03 AM EDT	No



Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Bid Forms 00200	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested. Signed and dated.
Pricing	100 pts	Price entry
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	78.43 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	73.27 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	53.2 pts	Pass	Pass	Pass	Pass
Sawcross, Inc.	0.03892 pts	Pass	Pass	Pass	Mixed

	Forms 5 and 6	Addenda	Pricing
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Supplier	Pass/Fail	Pass/Fail	/ 100 pts
PBM Constructors, Inc.	Pass	Pass	100 pts (\$292,025.34)
Eau Gallie Electric, Inc	Pass	Pass	78.43 pts (\$372,325.00)
Chinchor Electric, Inc.	Pass	Pass	73.27 pts (\$398,541.50)
Hinterland Group, Inc.	Pass	Pass	53.2 pts (\$548,900.00)
Sawcross, Inc.	Mixed	Fail	0.03892 pts (\$750,249,999.25)



ITB-CD-19-36 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-35-R

Project Overview

Project Details	
Reference ID	ITB-CD-19-36
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-35-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 27-1, PS 58-2, PS-C, PS 4-2 and PS 11-2. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
Eau Gallie Electric, Inc	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:26 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:26 PM EDT	Jesse Scott
Attachment C and license	Apr 04, 2019 2:26 PM EDT	Jesse Scott
Section 00200 Bid Forms and pricing	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Addendum 2#	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:32 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:32 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by,



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Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 3:40 PM EDT	No
Alex Blake	Apr 04, 2019 3:51 PM EDT	No
Helena Alves	Apr 08, 2019 8:53 AM EDT	No
Jesse Scott	Apr 04, 2019 2:27 PM EDT	No
james melley	Apr 05, 2019 7:57 AM EDT	No



Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Section 00200 Bid Forms	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested. Signed and Dated.
Pricing	100 pts	Price entry
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Section 00200 Bid Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Eau Gallie Electric, Inc	100 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	89.79 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	66.87 pts	Pass	Pass	Pass	Pass
Sawcross, Inc.	0.0128 pts	Pass	Pass	Pass	Mixed



	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
Eau Gallie Electric, Inc	Pass	Pass	100 pts (\$383,900.00)
Chinchor Electric, Inc.	Pass	Pass	89.79 pts (\$427,530.00)
Hinterland Group, Inc.	Pass	Pass	66.87 pts (\$574,100.00)
Sawcross, Inc.	Mixed	Fail	0.0128 pts (\$3,000,249,999.25)



ITB-CD-19-35 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-34-R

Project Overview

Project Details	
Reference ID	ITB-CD-19-35
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-34-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 58-1, PS 22-2, PS-D, PS-E and PS-A. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
PBM Constructors, Inc.	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:22 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:22 PM EDT	Jesse Scott
Attachment C with license	Apr 04, 2019 2:22 PM EDT	Jesse Scott
Section 00200 Bid Forms and pricing	Apr 25, 2019 2:24 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:25 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:25 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:25 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:25 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:25 PM EDT	Jesse Scott

Conflict of Interest

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Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 3:37 PM EDT	No
Alex Blake	Apr 04, 2019 3:43 PM EDT	No
Helena Alves	Apr 08, 2019 8:50 AM EDT	No
Jesse Scott	Apr 04, 2019 2:23 PM EDT	No
james melley	Apr 05, 2019 8:01 AM EDT	No



Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Bid Forms 00200	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested.
Addenda	Pass/Fail	Completed as requested. signed and dated.
Pricing	100 pts	Price entry
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Bid Forms 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	77.63 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	68.66 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	57.44 pts	Pass	Pass	Pass	Pass
Sawcross, Inc.	0.03668 pts	Pass	Pass	Pass	Mixed



	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
PBM Constructors, Inc.	Pass	Pass	100 pts (\$275,228.39)
Eau Gallie Electric, Inc	Pass	Pass	77.63 pts (\$354,550.00)
Chinchor Electric, Inc.	Pass	Pass	68.66 pts (\$400,833.75)
Hinterland Group, Inc.	Pass	Pass	57.44 pts (\$479,150.00)
Sawcross, Inc.	Mixed	Fail	0.03668 pts (\$750,249,999.25)



ITB-CD-19-37 - Backup Power to Five (5) Pump Stations FEMA Contract #4283-36-R

Project Overview

Project Details	
Reference ID	ITB-CD-19-37
Project Name	Backup Power to Five (5) Pump Stations FEMA Contract #4283-36-R
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$500000.00 - \$531242.00
Project Description	The Contractor shall furnish all labor, material, equipment, tools, supervision, and any other items required for the installation/construction of five (5) standby power generators at five (5) sewage pump stations. The pump stations covered in this Contract are PS 14-1, PS 4-3, PS 24-1, PS 57-2 and PS 57-3. Other items to be bid include all electrical work required to connect the generators to the existing power, installation of an automatic transfer switch, concrete slab to support the generator and restoration of the sites.
Open Date	Mar 20, 2019 8:00 AM EDT
Intent to Bid Due	Apr 04, 2019 2:00 PM EDT
Close Date	Apr 04, 2019 2:00 PM EDT



Highest Scoring Supplier	Score
Zabatt	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms A-M, Excluding N	Apr 04, 2019 2:28 PM EDT	Jesse Scott
Financials Form N	Apr 04, 2019 2:29 PM EDT	Jesse Scott
Attachment C with license	Apr 04, 2019 2:28 PM EDT	Jesse Scott
Section 00200 Bid Forms and pricing	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Forms 5 and 6	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Addendum #1	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Addendum #2	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Addendum #3	Apr 25, 2019 2:35 PM EDT	Jesse Scott
Addendum #4	Apr 25, 2019 2:35 PM EDT	Jesse Scott

Conflict of Interest

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Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Apr 04, 2019 2:53 PM EDT	No
Alex Blake	Apr 04, 2019 4:01 PM EDT	No
Helena Alves	Apr 08, 2019 8:55 AM EDT	No
Jesse Scott	Apr 04, 2019 2:30 PM EDT	No
james melley	Apr 04, 2019 3:47 PM EDT	No



Project Criteria

Criteria	Points	Description
Forms A-M, Excluding N	Pass/Fail	Forms A-M, excluding N completed as requested
Qualification Review	Pass/Fail	Forms A-M, excluding N
Financials (Form N)	Pass/Fail	Financials (Form N)
Section 00200 Bid Forms	Pass/Fail	Completed as requested
Forms 5 and 6	Pass/Fail	Completed as requested
Addenda	Pass/Fail	Completed as requested. Signed and dated.
Pricing	100 pts	Price entry
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms A-M, Excluding N	Qualification Review	Financials (Form N)	Section 00200 Bid Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Zabatt	100 pts	Pass	Pass	Pass	Pass
Chinchor Electric, Inc.	72.87 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	63.69 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	0.00988 pts	Pass	Pass	Pass	Mixed
Sawcross, Inc.	0.00906 pts	Pass	Pass	Pass	Mixed



	Forms 5 and 6	Addenda	Pricing
Supplier	Pass/Fail	Pass/Fail	/ 100 pts
Zabatt	Pass	Pass	100 pts (\$271,810.42)
Chinchor Electric, Inc.	Pass	Pass	72.87 pts (\$373,000.00)
Hinterland Group, Inc.	Pass	Pass	63.69 pts (\$426,800.00)
Eau Gallie Electric, Inc	Pass	Pass	0.00988 pts (\$2,750,249,999.50)
Sawcross, Inc.	Mixed	Fail	0.00906 pts (\$3,000,249,999.25)

City of Palm Coast, Florida

Agenda Item

Agenda Date: 5/14/2019

Department Utility	Amount \$48,964.67
Item Key	Account 54029000-034000
Subject RESOLUTION 2019-XX APPROVING A CONTRACT WITH PELLA WINDOWS AND DOORS FOR THE REPLACEMENT OF WINDOWS AT 2 UTILITY DRIVE	
Background : <p>The Utility Department windows in the building located at 2 Utility Drive are original to the building which is approximately 40 years old. Many of the windows are no longer operational and in addition, they are not energy efficient as they are single pane glass. The project will include replacing 61 windows with Energy Star rated windows with Low-E insulated double glass throughout the building.</p> <p>While the utility office building is old, regular maintenance and equipment replacements over the years have ensured the building is still functional and serves the needs of the utility operations. There are no plans in the near future to replace the structure so ongoing maintenance is essential. The existing aluminum frame windows are single pane glass with roll-out awning sections. Most of the roll-out mechanisms no longer function causing security issues and in some cases leaks. Window tinting has been applied in the past to try to increase efficiency but is not as effective as thermal panes. Staff recommends replacing all of the old windows located in the 12,000 sf air-conditioned space.</p> <p>The City advertised the project (RFQ-UT-19-49) and on March 28, 2019 received 2 bids that were deemed to be responsive and responsible bidders. The notice of Intent to Award and Project Bid Overview are attached.</p> <p>City staff recommends award of the project to the low bidder, Pella Windows and Doors for \$44,513.34 to replace windows for the Utility Department located at 2 Utility Drive. Based on past experience with similar construction projects, staff is requesting a 10% contingency of \$4,451.33 also to be approved in case of unforeseen circumstances and/or unknown conditions, for a total project cost of \$48,964.67. Funds for this project are budgeted for in the FY 2019 Utility Capital Projects R&R funds.</p>	
SOURCE OF FUNDS WORKSHEET FY 2019-2020	
Utility Capital Project- 54029082-063000-85003	\$ 445,000.00
Total Expenses/Encumbered to date	\$ 126,504.00
Pending Work Orders/Contracts	\$
Current Contract	\$ 48,964.67
Balance	\$ 269,531.33
Recommended Action : <p>Adopt Resolution 2019-XX approving a contract with Pella Windows and Doors, in the amount of \$48,964.67, including the 10% contingency, for the replacement of windows at 2 Utility Drive.</p>	

RESOLUTION 2019 - ____
2 UTILITY DRIVE
WINDOW REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A CONTRACT WITH PELLA WINDOWS AND DOORS, FOR THE REPLACEMENT OF WINDOWS AT 2 UTILITY DRIVE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pella Windows and Doors, has expressed a desire to replace the windows at 2 Utility Drive for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for Pella Windows and Doors to provide for the window replacement at 2 Utility Drive.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Pella Windows and Doors for the replacement of windows at 2 Utility Drive, 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 21st day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILLISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments: Exhibit "A" –Contract Pella Windows and Doors

Approved as to form and legality

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



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: RFQ-UT-19-49 - Utility Department Window Replacement

Date: 4/4/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 4/9/2019

Firm	Bid
Pella Windows & Doors Jacksonville, FL	\$44,513.34
Del Mar Window Solutions St. Augustine, FL	\$48,203.99

The intent of the City of Palm Coast is to award RFQ-UT-19-49 to Pella Windows & Doors

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 (bfaalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



City of Palm Coast, Florida

Agenda Item

Agenda Date: 5/14/2019

Department	Stormwater & Engineering	Amount	\$186,920.00
Item Key		Account	#54029086 063000 84002
Subject	RESOLUTION 2019-XX APPROVING A CONTRACT WITH CHINCHOR ELECTRIC, INC. TO PROVIDE ELECTRICAL UPGRADES FOR THE WATER TREATMENT PLANT #1, 4 MOTOR CONTROL PANELS AND 3 MOTOR CONTROL CENTERS REPLACEMENT PROJECT		
Background : Water Treatment Plant #1 is approximately 40 years old. The Base Bid included 4 remote control panels for the North and South Lime Sludge Thickeners and the North and South Washwater Basins which are outdated and in need of replacement. The 3 Add Alternates are 3 original 480V motor control centers with their associated transformers and 120V lighting control panels which are also outdated, located in the lime slaker buildings. These motor control centers currently feed the previously mentioned remote control panels as well as other active equipment and motors on site. The motor control centers would each be replaced with a new 480V panel board and a mini power zone (which includes a transformer and a 120V panel). The replacement of this old equipment is necessary as a preventative measure to ensure the continued uninterrupted service from Water Treatment Plant #1. Project design plans were prepared by McKim & Creed for the needed improvements.			
Base Bid for replacement of 4 remote control panels			\$92,779.21
Add Alternate #1 for replacement of MCC #2 and associated equipment			\$26,595.72
Add Alternate #2 for replacement of MCC #5 and associated equipment			\$26,440.72
Add Alternate #3 for replacement of MCC #6 and associated equipment			<u>\$24,111.89</u>
Total			\$169,927.54
In accordance with the City's Purchasing Policy, the project was opened to the public for qualifications. Three candidates submitted qualifications and were approved to bid. Bids were received from all 3 qualified contractors. The low bidder was Chinchor Electric, Inc. whose main office is located in Orange City, Florida. Their bid package was reviewed and approved in accordance with the City's Purchasing Policy.			
The project bid overview and notice of intent to award are attached to this agenda item.			
The project is a scheduled CIP for FY 2019. Bids were consistent with these types of services for a project of this size and scope. Chinchor Electric's bid for this project was \$169,927.54. Due to the age of the facility and the retrofitting of existing equipment we have included a 10% Contingency of \$16,992.46 for a project request approval of \$186,920.00. Funds for this project have been budgeted for out of FY 2019 Utility Capital Projects account.			
SOURCE OF FUNDS WORKSHEET FY 2018-19			
Utility Capital Projects Fund WTRPL#1 54029086-063000-84002			\$1,075,000.00
Total Expended/Encumbered to Date			\$ 247,337.45
Current (WO/Contract).....			\$ 169,927.54
Contingency (10%).....			<u>\$ 16,992.46</u>
Balance			\$ 640,742.55
Recommended Action :			

Adopt Resolution 2019-XX approving a contract with Chinchor Electric, Inc. to provide electrical upgrades for the Water Treatment Plant #1 4 Motor Control Panel and 3 Motor Control Centers Replacement Project.

RESOLUTION 2019-____
WATER TREATMENT PLANT #1
ELECTRICAL UPGRADES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT WITH CHINCHOR ELECTRIC, INC., IN THE AMOUNT OF \$186,920.00 (WHICH INCLUDES A 10% CONTINGENCY); FOR WATER TREATMENT PLANT #1 ELECTRICAL UPGRADES; 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, Chinchor Electric, Inc., desires to provide electrical upgrades for Water Treatment Plant #1 for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to have Chinchor Electric, Inc., 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 issued to Chinchor Electric, Inc., to provide electrical upgrades for Water Treatment Plant #1, as referenced herein and attached hereto as Exhibit "A."

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

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 21st day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contract with Chinchor Electric, Inc.

Approved as to form and legality

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



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-CD-19-43 - Water Treatment Plant No. 1 (WTP1) Electrical Upgrades

Date: 4/24/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 4/29/2019

Firm	Base Bid
Chinchor Electric, Inc. Orange City, FL	\$92,779.21
Eau Gallie Electric, Inc. Melbourne, FL	\$122,400.00
J. Ranck Electric, Inc. Mt. Pleasant, MI	\$123,730.00

The intent of the City of Palm Coast is to award ITB-CD-19-43 to Chinchor Electric, Inc.

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

A 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-19-43 / ITB-CD-19-43 - Water Treatment Plant No. 1 (WTP1) Electrical Upgrades

Project Overview

Project Details	
Reference ID	RFSQ-CD-19-43 / ITB-CD-19-43
Project Name	Water Treatment Plant No. 1 (WTP1) Electrical Upgrades
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking qualified bidder proposals for electrical work at Water Treatment Plant 1 (WTP1) located at 4 Corporate Dr. N., Palm Coast, FL. This work shall include removal and replacement of 2



	remote Sludge Thickener Motor Control panels, 2 remote Washwater Recovery Basin Motor Control panels, and 3 Motor Control Centers. The 4 motor control panels will also have their existing racks removed and replaced with new racks. There are some existing circuits and control wiring which are no longer being used and shall be removed prior to installation of the new equipment. There will also be some new miscellaneous conduit and wiring, removal & replacement of new MCC concrete equipment pads, and installation of 3 new Mini-Power Zones (combination transformer and electrical panel) to replace the existing transformers and lighting panels that are mounted on the walls.
Open Date	Feb 27, 2019 8:00 AM EST
Intent to Bid Due	Apr 18, 2019 2:00 PM EDT
Close Date	Mar 14, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
Chinchor Electric, Inc.		100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Bid Forms Section 00200	Apr 18, 2019 2:04 PM EDT	Kelly Downey
Forms 5 & 6	Apr 18, 2019 2:04 PM EDT	Kelly Downey
Addendum # 1	Apr 18, 2019 2:04 PM EDT	Kelly Downey
Addendum # 2	Apr 18, 2019 2:04 PM EDT	Kelly Downey
Addendum # 3	Apr 18, 2019 2:04 PM EDT	Kelly Downey

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Eau Gallie Electric, Inc	Apr 17, 2019 4:33 PM EDT	Jennifer Austin	estimating@eg-electric.com	NDIyNjY=
J. Ranck Electric, Inc.	Apr 18, 2019 8:13 AM EDT	Janice LaRose	jlarose@jranck.com	NDIyMjk=
Chinchor Electric, Inc.	Apr 18, 2019 9:21 AM EDT	Don Hasco	estimating@chinchorelectric.com	NDIyNjE=



Project Criteria

Criteria	Points	Description
Qualification Forms A- M	Pass/Fail	Section 00100 Qualification forms A- M
Qualification review	Pass/Fail	Section 00100 Qualification forms A- M
Financial review Form N	Pass/Fail	Financial review Form N
Section 00200	Pass/Fail	Section 00200
Pricing	100 pts	Price Schedule
Forms 5 & 6	Pass/Fail	Forms 5 & 6
Technical Review Section 00200	Pass/Fail	Technical Review Section 00200
Addendum # 1, 2, 3	Pass/Fail	Addendum # 1, 2, 3
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Qualification Forms A- M	Qualification review	Financial review Form N	Section 00200
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Chinchor Electric, Inc.	100 pts	Pass	Pass	Pass	Pass
Eau Gallie Electric, Inc	75.8 pts	Pass	Pass	Pass	Pass
J. Ranck Electric, Inc.	74.99 pts	Pass	Pass	Pass	Pass

	Pricing	Forms 5 & 6	Technical Review Section 00200	Addendum # 1, 2, 3
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail
Chinchor Electric, Inc.	100 pts (\$92,779.21)	Pass	Pass	Pass
Eau Gallie Electric, Inc	75.8 pts (\$122,400.00)	Pass	Pass	Pass



	Pricing	Forms 5 & 6	Technical Review Section 00200	Addendum # 1, 2, 3
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail
J. Ranck Electric, Inc.	74.99 pts (\$123,730.00)	Pass	Pass	Pass

City of Palm Coast, Florida

Agenda Item

Agenda Date: 5/14/2019

Department	Stormwater & Engineering	Amount	\$65,200.00
Item Key		Account	#54029082-063000-82002
Subject: RESOLUTION 2019-XX APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR THE WASTE WATER TREATMENT PLANT NO.1, HEADWORKS BYPASS & DIFFUSED AIR IMPROVEMENTS PROJECT			
Background : The City's Waste Water Treatment Plant No. 1 (WWTP1), headworks system and oxidation ditches aeration system are being studied in order to determine future modifications needed to improve access for maintenance of the headworks components and to increase the efficiency and capacity of the oxidation ditches aeration system. An older, out of service headworks for the plant exists near the active headworks. As part of options for developing a permanent bypass system for influent raw sewage, the old headworks will be analyzed for modification and refurbishment to be used as a backup to the active headworks. This would allow important maintenance activities to be performed on the active system and provide for future expansion of the plant capacity. The mechanical equipment for the plant's three (3) oxidation ditches is nearing the end of its useful life cycle and is expected to need replacement within the next couple of years. A study of alternative aeration methods and equipment will be needed to determine compatibility with the plant's treatment processes and location constraints within the existing oxidation ditch concrete structures. Staff negotiated a scope of services with Jacobs Engineering Group, Inc., a continuing contract consultant for the City, to provide engineering preliminary design analysis and recommendations, for the Waste Water Treatment Plant No.1, Headworks Bypass & Diffused Air Improvements Project, for a lump-sum amount of \$65,200.00. Staff has reviewed the negotiated scope of services, man hour estimate, and proposed fee in accordance with the Competitive Consultants Negotiation Act (CCNA) and have determined that this scope, man hour estimate, and fee are consistent with similar projects and are fair and reasonable. Staff recommends retaining Jacobs Engineering Group, Inc. for this project. Funds for this project are budgeted in the Utility 5-Year Capital Plan.			
SOURCE OF FUNDS WORKSHEET FY 19			
Utility Capital Project- 54029082-063000-82002			\$1,363,500.00
Total Expenses/Encumbered to date			\$1,134,731.34
Pending Work Orders/Contracts			<u>\$ 65,200.00</u>
Balance			\$ 163,568.66
Recommended Action : Adopt Resolution 2019-XX approving a work order with Jacobs Engineering Group, Inc., in the lump-sum amount of \$65,200.00, for engineering consulting services for the Waste Water Treatment Plant No.1, Headworks Bypass & Diffused Air Improvements Project			

RESOLUTION 2019-_____
WASTEWATER TREATMENT PLANT 1
HEADWORKS BYPASS & DIFFUSED AIR IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH JACOBS ENGINEERING GROUP, INC., FOR ENGINEERING SERVICES FOR THE WASTEWATER TREATMENT PLANT 1 HEADWORKS BYPASS & DIFFUSED AIR IMPROVEMENTS PROJECT; 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, Jacobs Engineering Group, Inc., has expressed a desire to provide engineering services for the Wastewater Treatment Plant 1 Headworks Bypass Diffused Air project for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for Jacobs Engineering Group, 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 Jacobs Engineering Group, 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 21st day of May 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – WO Proposal with Jacobs Engineering Group, Inc.

Approved as to form and legality

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

PROPOSAL FOR UTILITY ENGINEERING SERVICES

Owner: Palm Coast

To: Alexander Blake, PE, City of Palm Coast

From: James J. Wallace, PE, Jacobs

Date: March 21, 2019

Project: Wastewater Treatment Plant #1
Headworks Bypass & Diffused Air Improvements

Background

This project is to provide an evaluation of the Palm Coast WWTP 1 Headworks and Aeration system. The intent is that this evaluation will develop the information necessary to prepare a detailed design scope for the improvements identified through this project.

Palm Coast has determined that the WWTP 1 Headworks coating requires rehabilitation. Palm Coast is planning to rehabilitate the coatings to address the current coating issues. However, longer term, Palm Coast would like the ability to bypass the headworks while still providing screening. This scope provides for Jacobs to evaluate the existing system and develop a conceptual plan for future headworks bypassing.

Concurrently with the Headworks evaluation, Jacobs will evaluate the aeration system at WWTP 1. Palm Coast plans to replace the current aeration system. Jacobs will evaluate equipment options and assess the impacts of improvements on future treatment at the WWTP.

Scope of Work

This project is divided into the following tasks:

Task 1 – Project Management

This task includes the following items:

1. Developing the Project Work Plan
2. Conducting weekly team design coordination meetings
3. Providing monthly progress reports to Palm Coast
4. Project Closeout

Task 2 – Conceptual Headworks and Aeration Evaluation

Palm Coast has requested that Jacobs provided engineering services for the future bypassing of the WWTP #1 headworks. Jacobs and Palm Coast met on site to review the facilities and discuss the project

approach. Subsequently, Palm Coast provided As-built drawings of the WWTP #1 facilities. Jacobs has reviewed the drawings provided and found that although the existing headworks was provided with equipment redundancy, there is limited redundancy to the headworks structures themselves – the lack of redundancy in the structures limits the ease with which the headworks can be taken out of service for future rehabilitation of the basins and channels.

This task provides for two Jacobs engineers to review the drawings of Palm Coast's headworks. Following Jacobs review of the drawings, Jacobs will conduct a workshop with Palm Coast to review the various potential options for future rehabilitation of the headworks and aeration system. With a cursory review, there are multiple options for consideration, but with input from Palm Coast, several of these may be removed from consideration.

Key discussion topics for the workshop will be:

1. Capacity – understanding the current and future plant flows and unit capacities for the existing and old headworks.
2. Process Flow – updating the headworks portion of the process flow diagram to capture known bypass piping
3. Hydraulic considerations – the old headworks fed the old oxidation ditches. Consider the pipes and elevations between the old and new oxidation ditches for hydraulic constraints
4. Operational considerations
 - a. Understanding whether bypassing without screening is viable from an operational standpoint
 - b. Understanding what influent flow measurement options are available if the headworks parshall flume is out of service
5. Discussion of potential bypassing options
 - a. Bypass to treatment without screening
 - b. Bypass to treatment with temporary screening
 - c. Modifications to old headworks to provide bypass screening – this option would likely involve electrical upgrades as well. To limit the costs associated with this scope, we have not included evaluating the electrical requirements associated with this option. If through the course of this evaluation, this option appears promising, we can amend the scope to include the necessary electrical evaluation.
 - d. Construct a new headworks
6. Aeration System Improvements
 - a. Aeration demands for current and permitted flows and loads
 - b. Aeration equipment
 - i. Maintenance and performance issues with existing aerators
 - ii. Expectations for new equipment
 - iii. Potential limitations to aeration upgrade (sequencing, structural, electrical)
 - c. High level review of future conditions
 - i. Influent wastewater characteristics
 - ii. Expansions
 - iii. Process changes

Following the workshop, Jacobs will prepare a Technical Memorandum summarizing the findings and present up to three options for the headworks rehabilitation for Palm Coast. The Technical Memorandum will have the following sections:

1. Background
2. Workshop Summary
3. Options
4. Cost
5. Schedule
6. Permitting
7. Matrix Evaluation

Schedule

Jacobs is prepared to begin this work immediately after receiving signed contract and a notice to proceed from Palm Coast. Our proposal is based on the following schedule:

Kickoff Meeting	2 weeks after receiving Notice to Proceed (NTP)*
Conceptual Workshop – HW & Aeration	6 weeks after NTP
HW & Aeration Technical Memorandum	1 month after Conceptual Workshop

* Our Project Manager is not available for the Kickoff Meeting April 28-April 15.

Deliverables

Technical Memorandum – HW & Aeration	Electronic (pdf)
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Meetings

Our proposal is based on the following meetings:

Conceptual Workshop – HW & Aeration	1
Technical Memorandum Review Meeting	1

Owner Provided Information

Our proposal is based on Palm Coast providing the following information:

1. WWTP 1 As-built information
2. WWTP 1 Process data for the aeration evaluation.
3. Timely review and comment on all submittals to support the project schedule.

Compensation

The compensation outlined below is in accordance with our Contract for Utility Engineering Services Dated May 16, 2014 (RFQ-PW-U-14-05) and signed extension on January 30, 2018 for expiration on May 15, 2019. This work will be performed on a lump sum basis.

The total anticipated cost for these services is Sixty-Five Thousand, Two Hundred dollars (\$65,200.00) as detailed in the summary table at the end of this scoping document.

Assumptions

Our proposal is based on the following assumptions:

- Palm Coast is performing the work related to the current headworks coating rehabilitation.
- This proposal does not include evaluation of the various coating types and concrete rehabilitation approaches.
- If hazardous materials or contaminated soils or groundwater are found during the geotechnical investigation, subsurface utility investigation, or construction, additional testing, investigation, or remediation are not included in the cost proposal.
- We have prepared this scope based on replacing the existing aeration system with diffused aeration per the RFQ. However, during the workshop we would like to discuss how this fits with the future expansion or permit limits for the facility. If additional work is required to evaluate aeration as a function of future expansion or future permit limits, we will submit an additional scope request.
- If the Consultant shall be appointed as Owner's agent for the limited purpose of performing any bid or procurement services under the contract and Consultant shall have no liability associated with the services procured by Consultant on Owner's behalf. Such services shall be performed under Owner's direction and in accordance to such forms, terms and conditions, or modifications or revisions to same as Owner may in its sole discretion at any time instruct Consultant to use. All services shall be carried out in accordance with the procedures mutually agreed upon by Owner and Consultant.
- If the Consultant is called upon to observe the work of Owner's Construction Contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors since these are solely the Contractor's responsibility under contract for construction between Owner and Contractor.

-- End of Text --

[illegible]

City of Palm Coast, Florida
Agenda Item

Agenda Date :

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



Meeting Calendar for 5/14/2019 through 6/30/2019

5/14/2019 9:00 AM

City Council Workshop
City Hall

5/15/2019 5:30 PM

Planning & Land Development Regulation Board
City Hall

5/21/2019 9:00 AM

City Council
City Hall

5/23/2019 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

5/28/2019 9:00 AM

City Council Workshop
City Hall

6/4/2019 6:00 PM

City Council
City Hall

6/5/2019 10:00 AM

Code Enforcement Board
City Hall

6/11/2019 9:00 AM

City Council Workshop
City Hall



Meeting Calendar for 5/14/2019 through 6/30/2019

6/12/2019 5:30 PM

Citizens' Advisory Task Force
City Hall

6/18/2019 9:00 AM

City Council
City Hall

6/19/2019 5:30 PM

Planning & Land Development Regulation Board
City Hall

6/25/2019 9:00 AM

City Council Workshop
City Hall

6/27/2019 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

#	File #	Item	Title	Staff
			Business 05/21/2019	
1		Resolution	Utility Department Window Replacement	Adams/Jarvis
2		Resolution	FIND Grant Waterway Clean-up	Bevan
3		Resolution	FEMA Generators	Blake/Kronenberg
4		Ordinance 1st	Matanzas Woods Retail Center – FLUM	Hoover
5		Ordinance 1st	Matanzas Woods Retail Center – Rezoning	Hoover
6		Resolution	American Village Final Plat	Hoover
7		Resolution	Expansion of Innovation District	Newingham
8		Resoluiton	WTP 1 Electrical upgrades	Knopf
9		Ordinance 2nd	Annexation Grand Landings	Papa
10		Ordinance 1st	FLUM Grand Landings	Papa
11		Ordinance 1st	Rezoning Grand Landings	Papa
12		Ordinance 2nd	Craig Flagler Palms – Rezoning	Papa
13		Appointment	PLDRB alternate members	Smith
			Workshop 5/28/2019	
1		Resolution	Blair Castle-WWTP 1 Forcemain Design/Construct	Blake/Kronenberg
2		Resolution	Belle Terre Pipe Crossing Rehab. Project Award Contract	Brennan
3		Resolution	ESO Software	Burkhart/Forte
4		Resolution	IA FC Lease Program radios and service agreement	Falgout
5		Resolution	IA FC Service Agreement	Falgout
			Business 6/04/2019	
1		Resolution	Blair Castle-WWTP 1 Forcemain Design/Construct	Blake/Kronenberg
2		Resolution	ESO Software	Burkhart/Forte
3		Resolution	IA FC Lease Program radios and service agreement	Falgout
4		Resolution	IA FC Service Agreement	Falgout
5		Presentation	Citizens Academy Graduation	Lane
6		Ordinance 2nd	Matanzas Woods Retail Center – FLUM	Hoover
7		Ordinance 2nd	Matanzas Woods Retail Center – Rezoning	Hoover
8		Ordinance 1st	Palm Coast Park Convenience Store – Trace 18 & 20 Final Plat	Hoover
			Workshop 6/11/2019	
1		Ordinance	Animal Control amendment	Grossman
			Business 6/18/2019	
1		Presentation	Florida Department of Health Updates	Gretchen Smith/DOH

2		Ordinance	Animal Control amendment	Grossman
			Future	
1		Resolution	Hydrotech Discfilter Capacity Upgrades (Wastewater Treatment Plant 1)	Adams/Ashburn
2		Resolution	IA Supplemental - OKR S	Adams/Flanagan
3		Resolution	Annual Fire Inspection Fees	Alves
4		Presentation	Budget-Property Tax and Other Revenue- 6/25	Alves/Williams
5		Presentation	Proposed General Fund and TRIM Rate 7/9	Alves/Williams
6		Resolution	Proposed Millage Rate 7/16	Alves/Williams
7		Presentation	Proposed Utility, Stormwater, IT & Bldg Funds 7/30	Alves/Williams
8		Presenation	5 yr CIP 8/13	Alves/Williams
9		Presentation	Proposed Budget for all remaining funds 8/13	Alves/Willaims
10		Presentation	Proposed Budget-all funds 8/27	Alves/Williams
11		Resolution	SAP adoption	Bevan
12		Presentation	SAP Evaluation 2	Bevan
13		Presentation	SAP Evaluation 3	Bevan
14		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
15		Presentation	Council Priority Update 7/9	Bevan
16		Presentation	October 15 Council Priority Update Presentation	Bevan
17		Resolution	WWTP 1 Headworks and Aeration design Project	Blake/Kronenberg
18		Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
19		Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
20		Resolution	K-6 Weir Rehabilitation Construction	Brennan
21		Resolution	Project Price is Right Incentive Agreement	Newingham
22		Resolution	Park Month Proc	Boyer