



# City of Palm Coast Agenda COUNCIL WORKSHOP

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

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

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**Tuesday, May 28, 2019**

**9:00 AM**

**CITY HALL**

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**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 RESOLUTION 2019-XX APPROVING WORK ORDERS WITH DRMP, INC., FOR ENGINEERING SERVICES RELATED TO DRAINAGE IMPROVEMENTS**
- 3 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH GAI CONSULTANTS, INC. FOR THE DESIGN AND CONSTRUCTION SERVICES FOR REPLACEMENT OF THE SURFACE WATER CONTROL STRUCTURES/ROAD CROSSING KNOWN AS K-6**

- 4 RESOLUTION 2019-XX APPROVING UPDATES TO THE INNOVATION DISTRICT AND INNOVATION KICK START PROGRAM

**F WRITTEN ITEMS**

- 5 RESOLUTION 2019-XX APPROVING THE 2019 FIND GRANT FOR THE WATERWAY CLEANUP
- 6 RESOLUTION 2019-XX AMENDMENT TO INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR THE OLD KINGS ROAD WATER AND WASTEWATER SERVICES
- 7 RESOLUTION 2019-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF A NEW TRAFFIC SIGNAL AND TURN LANE AT BELLE TERRE AND MARKET AVE/EASTWOOD DR INTERSECTION
- 8 RESOLUTION 2019-XX APPROVING PIGGYBACKING OF THE MARION COUNTY MASTER SUBSCRIPTION AND LICENSE AGREEMENT WITH ESO SOLUTIONS, INC. TO SECURE RECORDS MANAGEMENT SOFTWARE FOR THE FIRE DEPARTMENT, COMPLIANT WITH STATE AND NATIONAL FIRE AND EMS REPORTING REQUIREMENTS
- 9 RESOLUTION 2019-XX APPROVING AN AMENDMENT TO THE WORK SQUAD CONTRACT #W1141 WITH THE FLORIDA DEPARTMENT OF CORRECTIONS

**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**

- 10 CALENDAR/WORKSHEET



# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 5/28/2019

<b>Department</b>	STORMWATER & ENGINEERING	<b>Amount</b>
<b>Item Key</b>	6390	<b>Account</b>
<b>Subject</b>	PRESENTATION OF FLORIDA PARK DRIVE CORRIDOR STUDY	
<b>UPDATED BACKGROUND FROM THE MAY 14, 2019 WORKSHOP MEETING:</b> This item was scheduled to be heard at the May 14, 2019 Workshop, however that meeting was cancelled.		
<b>ORIGINAL BACKGROUND FOR THE MAY 14, 2019 WORKSHOP:</b> 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"><li>• Eliminate the Environmental Alternatives Analysis and Air Quality Monitoring services.</li><li>• Eliminate the Energy ‘MOVES’ modeling study.</li><li>• Reduce Environmental sample points from 3 to 2 locations; one shall be located at Holland Park.</li><li>• Eliminate the update of the Existing [Traffic] Conditions analysis.</li></ul>		
<b>Recommended Action :</b> 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	4						4
Task 1.2 - Travel Demand Modeling							
Determine Historical Growth Rates							
Develop Model		2		0.5	2		2.5
Refine Study Area - Existing Base Year (2015)							2
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			4			8	12
Task 1.3 - Quality Level of Service Analysis							
Evaluate Existing Conditions Plus Three Alternatives - Existing Traffic Volumes							
Run Moel (4 Times)			4			8	28
Traffic Flow/Cut-Through Traffic Reduction			4		8	16	28
Speed			4		8	12	28
Impact on Emissions (increased traffic vs. stops and starts)			2		8	10	28
Evaluate Existing Conditions Plus Three Alternatives - Buildout Traffic Volumes							
Run Model (4 Times)			4			8	28
Traffic Flow/Cut-Through Reduction			4		8	16	28
Speed			4		8	12	28

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	2	4	2	6	8	2	24
Traffic count data files/documentation							
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	
<b>Total Professional Fees</b>	<b>\$ 10,920</b>	<b>\$ 9,380</b>	<b>\$ 9,050</b>	<b>\$ 5,520</b>	<b>\$ 13,120</b>	<b>\$ 385</b>	<b>\$ 48,375</b>							
<b>Direct Costs</b>														
Classification Counts (7-day, Each Direction, 5 Locations)	Type	Locations	\$/Loc	Cost										
TMCs - AM & PM, 8 Locations, 1 Day)	7D Clas, Bi	0	\$ 610	\$ -										
	4HrTMC	0	\$ 400	\$ -										
	<b>Subtotal</b>			<b>\$ -</b>									<b>\$ -</b>	
					<b>GRAND TOTAL</b>		<b>\$ 48,375</b>							

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](mailto: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, PM<sub>1</sub>, PM<sub>2.5</sub>, PM<sub>10</sub> 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 PM<sub>1</sub>, PM<sub>2.5</sub>, PM<sub>10</sub>, ozone, NO<sub>2</sub>, CO, H<sub>2</sub>S, 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.

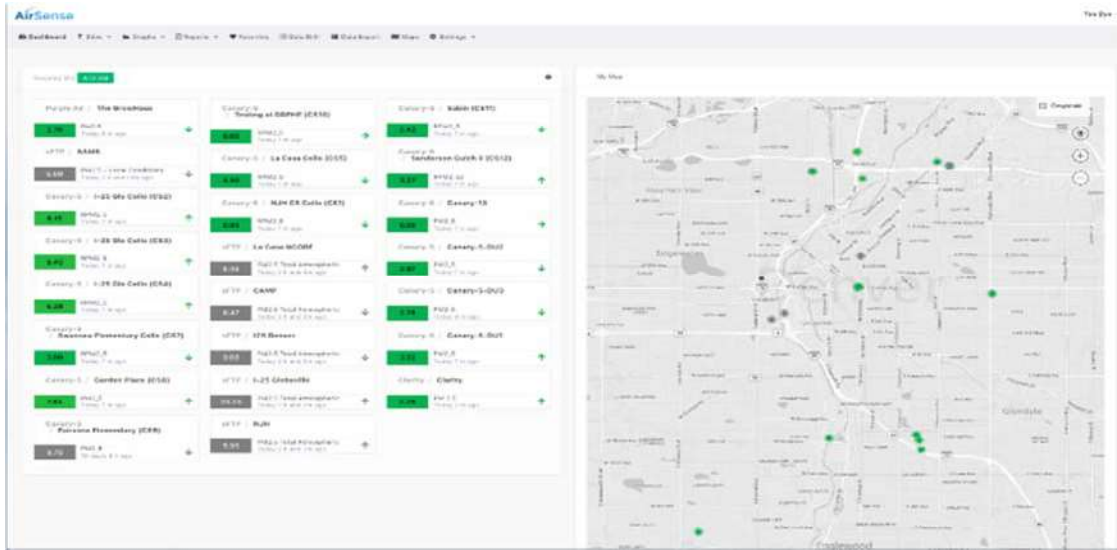


Figure 2 – AirSense Data Platform Screenshot

## 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, PM<sub>1</sub>, PM<sub>2.5</sub>, PM<sub>10</sub> 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 <sup>1</sup>
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.

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<sup>1</sup> 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

A handwritten signature in black ink, appearing to read "Patrick Clark".

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 address 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 <sub>2</sub> , CO <sub>2</sub> , NO <sub>x</sub> , 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 <sub>2</sub> or CO <sub>2</sub> Analyzer.....	125
CO or NO <sub>x</sub> Analyzer.....	175
SO <sub>2</sub> 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

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**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 28, 2019**

*Find Your Florida*

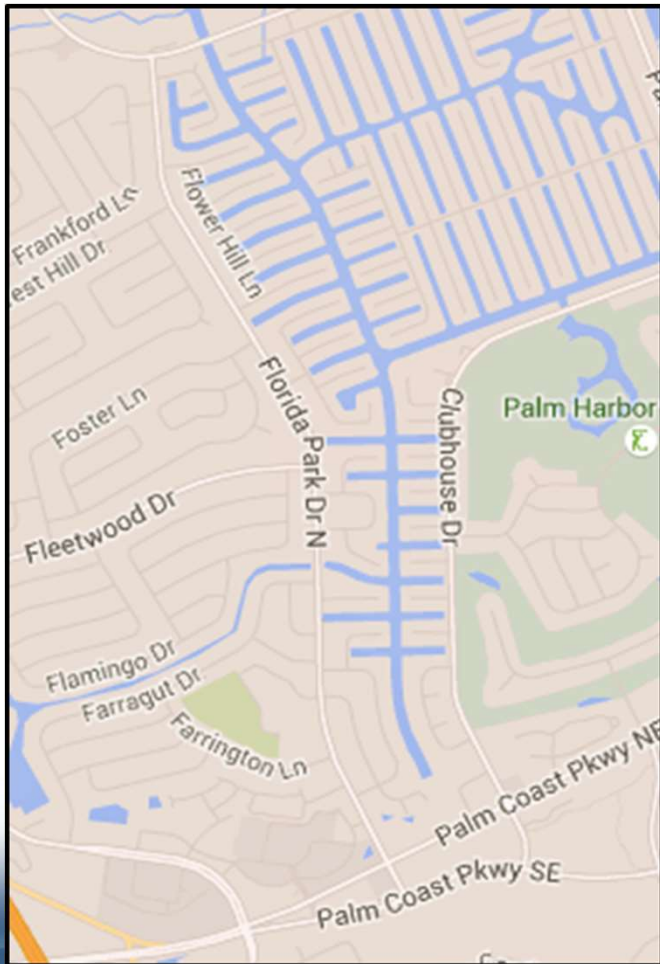


# Strategic Action Plan – Council Priority

- 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

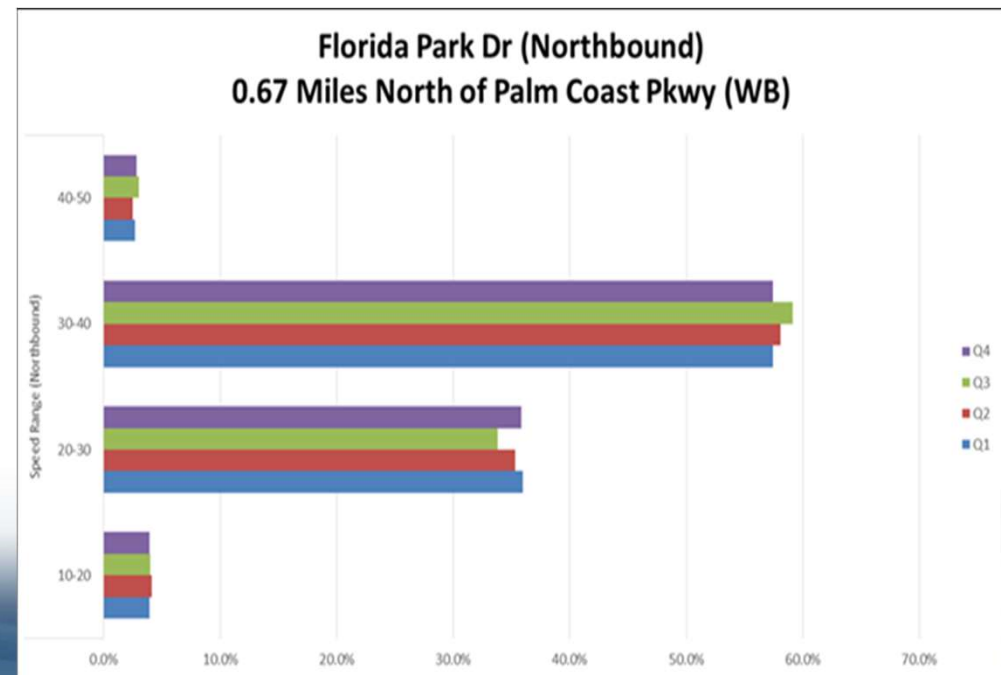
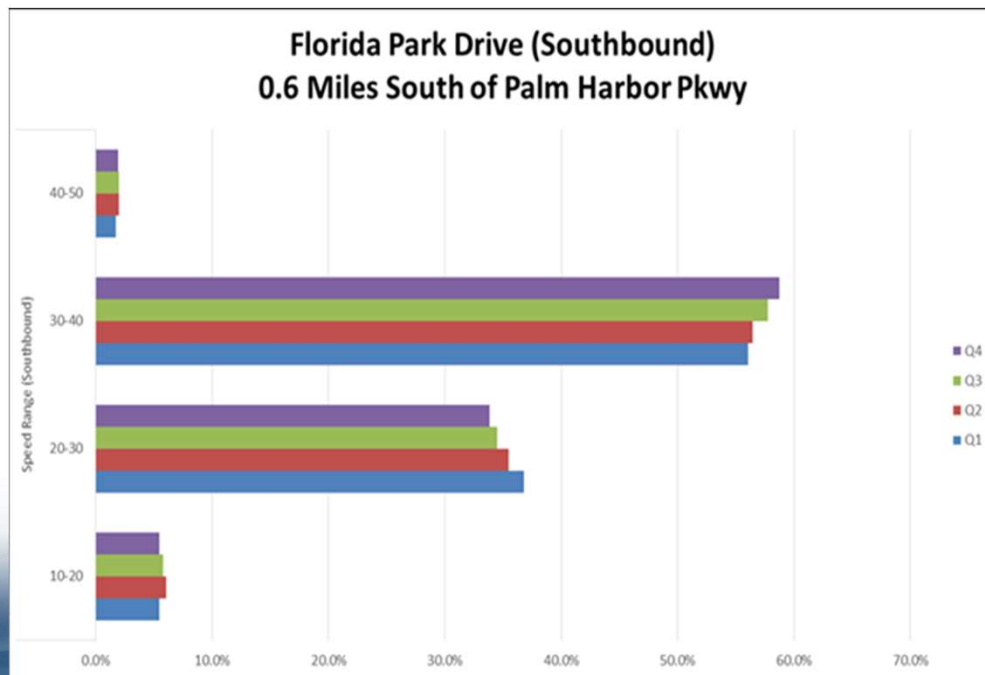
- ☑ **FY15: Collected Speed Data (entire year)**
- ☑ **6/9/2015: Existing Condition Traffic Study Presentation City Council**
- ☑ **6/15/2015: Traffic Study to Reduce Pass-Thru Traffic Not Approved  
by City Council**
- ☑ **8/25/2015: Air Quality Presentation to City Council**
- ☑ **2/12/2019: Air Testing & 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: 5/28/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$320,826.58
<b>Item Key</b>		<b>Account</b>	#54205511-034000-55105
<b>Subject</b>	RESOLUTION 2019-XX APPROVING WORK ORDERS WITH DRMP, INC., FOR ENGINEERING SERVICES RELATED TO DRAINAGE IMPROVEMENTS		
<b>Background :</b>			
<p>In an effort to enhance our Stormwater Master Plan, the City intends to make drainage improvements to the following critical areas:</p> <p>The City intends to perform dredging, canal, culvert, and ditch improvements to the Easthampton (7,700 linear feet) and Eisenhower Waterways (5,500 linear feet) and redirect drainage in a portion of the west area of the E-Section. These improvements will increase capacity and conveyance, and improve water quality, for both canals. The proposed improvements will also improve the level of performance for neighborhood swale systems. Quantities and construction cost estimates for these improvements will be sub-divided into several phases to provide the City with the flexibility of constructing portions of the work with in-house forces and/or phasing the work for outside contractors.</p> <p>The City plans to develop conceptual level plans to determine recommendations for improvements to existing ditches and culvert crossings within a 405-acre study area. A detailed surface water model will be created in order to analyze the existing drainage conditions develop conceptual improvements and construction cost estimates. This modeling effort will, also, be incorporated into the City-wide Master Drainage Plan. The recommendations resulting from this study will be used to develop plans for improvements to major outfalls and enhance the level of performance for the neighborhood drainage system. This information will also be used to help develop strategies for drainage improvements for wet swales.</p> <p>The City intends to perform drainage improvements along the east end of Rymfire Drive by improving conveyance from four (4) cul-de-sac's on the north side of the road per recommendations from DRMP as documented in a technical memorandum dated February 20, 2019. The proposed improvements will address stormwater drainage issues within several neighborhood streets in R-Section immediately north of Rymfire. The recommendations include installation of a ditch bottom inlet system along the north side of Rymfire Drive with a piped connection under the road with an outfall into the Belle Terre Parkway roadside ditch that flows southward into the Royal Palms Waterway.</p> <p>Staff negotiated a scope of services with DRMP, Inc., a continuing contract consultant for the City, to provide engineering services, for drainage improvements within the E section for a not-to-exceed amount of \$238,627.05, within the F section for a not-to-exceed amount of \$33,012 and Rymfire Drive for a not-to-exceed amount of \$49,187.53. Staff recommends retaining DRMP, Inc. for this project. Funds for this project are budgeted for out of FY 2019 Stormwater fund.</p>			

**SOURCE OF FUNDS WORKSHEET FY 19****STMWRT Ditch Rehab & Renewal 54205511-034000-55105****\$1,192,216.00**

Total Expenses/Encumbered to date

\$ 749,509.61

Pending Work Orders/Contracts

\$ 320,826.58**Balance****\$ 121,879.81****Recommended Action :**

Adopt Resolution 2019-XX approving a work orders with DRMP, Inc., for engineering services related to drainage improvements.



**RESOLUTION 2019-\_\_\_\_\_**  
**DRAINAGE IMPROVEMENTS FOR THE E, F AND R SECTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH DRMP FOR ENGINEERING SERVICES RELATED TO DRAINAGE IMPROVEMENTS FOR THE E, F AND R SECTION; 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**, DRMP., has expressed a desire to provide engineering services for drainage improvements to the E, F and R section for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires for DRMP, 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 DRMP for drainage improvements to the E, F and R section, 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 4<sup>th</sup> day of June 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – WO with DRMP

Approved as to form and legality

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

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
E-SECTION, FINAL DESIGN OF CANAL AND WEST AREA IMPROVEMENTS  
GENERAL DESCRIPTION OF SERVICES**

This Work Order shall be incorporated in and become part of the Contract for Professional Stormwater and Environmental Engineering Services between City of Palm Coast (CITY) and DRMP, Inc. (DRMP), RFQ-SW-18-10 dated December 18, 2018 hereafter referred to as the Contract.

**A. PROJECT BACKGROUND**

The City intends to perform dredging, canal, culvert and ditch improvements to the entire Easthampton (7,700 linear feet) and Eisenhower (5,500 linear feet) Waterways and the West Area in the E-Section per recommendations from DRMP as documented in a technical memorandum dated December 21, 2018. The City will provide topographic and right-of-way survey with horizontal location of utilities based on designates.

The City requests for the construction plans, quantities and cost estimates to be sub-divided into up to five (5) sets labeled as Phases 1A, 1B, 1C, 2A and 2B on attached **Project Phasing Map** for flexibility with constructing portions of the work with in-house forces and/or phases of work with outside contractors. The following paragraphs describe in more detail the scope of services that are anticipated to be performed by DRMP.

**B. SCOPE OF WORK**

**1.0 Data Collection**

**1.1 Subsurface Utilities Engineering (SUE)**

DRMP will support City survey work with SUE as further described in the attached proposal included as **Exhibit A**. The SUE work is further sub-divided into Part A for utilities associated with the West Area and Part B for utilities associated with the canal crossings.

**1.2 Geotechnical Investigation**

Universal Engineering Sciences will provide geotechnical investigation of the West Area to support design of the culverts/endwalls and enlargement of the ditch in Part A, and sampling of the material to be removed from the bottom of the existing canals to determine suitability for disposal or utilization in Part B. For scope and fee associated with this work, please refer to **Exhibit B**.

**1.3 Sketch and Legal Description for Drainage Easement**

DRMP will provide a sketch and legal description for a drainage easement to be secured on the Cypress Knoll Golf Course to cover proposed ditch work and the associated pond. For scope and fee associated with this work, please refer to **Exhibit C**.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
E-SECTION, FINAL DESIGN OF CANAL IMPROVEMENTS  
GENERAL DESCRIPTION OF SERVICES**

**2.0 Final Design with Report**

DRMP perform final design for the proposed culvert, ditch upgrades, and dredging based on modeling performed in the study phase with adjustments as needed based on survey and utility information. The canal dredging approach will involve restoring the canal cross-sections back to the original design to the extent possible. DRMP will document the design in a brief report.

**3.0 Structural Design of Box Culverts and Endwalls**

DRMP will design endwalls for the triple 72-inch culvert crossings on the Easthampton Waterway, as no FDOT standard details are available for triple barrel endwalls over 54-inch. For fee breakdown of the structural design, please refer to **Exhibit D**.

**4.0 Utility Coordination**

DRMP will compile the listing of contact information for utility companies with facilities in the area. DRMP will provide the utility contacts with construction plans for review. DRMP will coordinate with the utility companies for confirmation of the locations and types of facilities present. DRMP will coordinate with the utility contacts to work out plans as necessary to relocate or maintain the utilities in order to construct the proposed drainage facilities. Utilities are anticipated to be located within the West Area and in the vicinity of four road crossings (Easthampton Boulevard, Easterly Place, and Eric Drive (2 crossings) and potentially at other locations along the canals. Actual construction plans for any utility relocations are not included in this work.

**5.0 Construction Plans**

The construction plan set will consist of the following components with the estimated number of plan sheets in parentheses:

- Cover Sheet (**2**, for design phases 1 and 2)
- Summary of Quantities/Project Directory/General Notes  
(**5**, for construction phases 1A, 1B, 1C, 2A and 2B)
- Project Layout/Survey Data (under separate cover provided by City)
- Canal Plan Sheet, Double Panel (1" = 40' scale)  
(**13**, 5 for phase 1 and 8 for phase 2)
- Canal Profile Sheet, Double Panel (1" = 80' scale)  
(**8**, 3 for phase 1 and 5 for phase 2)
- Canal Cross Section Sheets (70 sections at 200-foot spacing on **24** sheets)
- Disposal Sites (**2**, for design phases 1 and 2)
- West Area Plan/Profile Sheet (1" = 40' scale) (**3**) (with erosion control information)
- West area Ditch Cross Section Sheets (10 sections on **4** sheets)

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
E-SECTION, FINAL DESIGN OF CANAL IMPROVEMENTS  
GENERAL DESCRIPTION OF SERVICES**

- Structural Details Sheet (1)
- Miscellaneous Details (5, for construction phases 1A, 1B, 1C, 2A and 2B)
- Stormwater Pollution Prevention Plan (SWPPP)  
(5, for construction phases 1A, 1B, 1C, 2A and 2B)

**Total of 72 sheets**

It is anticipated that maintenance of traffic (MOT) will be handled by general notes and references to FDOT standards. Erosion control items for construction will be shown on the plan sheets.

Under this task, DRMP will compile a construction plan set (11" x 17" size) for utilization by a Contractor for construction of the proposed stormwater improvements. Construction plans will be submitted and reviewed by City personnel at the 90% and final levels of completion. DRMP will also provide estimates of construction cost with the plan submittals. DRMP will meet with City staff to discuss review comments and incorporate modifications into drawings at 90% completion.

DRMP will provide preliminary sets of the construction plans at 90% and final levels of completion to known utilities providers for the area. DRMP will coordinate with utility owners and incorporate additional information into the project design to accommodate protection or relocation of utilities by others.

#### **6.0 Permit Coordination**

The proposed culvert and ditch improvements in the West Area are located partially within a permitted system associated with the Cypress Knoll Golf Course, SJRWMD Permit No. 4-035-0019. Canal dredging is considered a maintenance activity with SJRWMD. However, construction, reconstruction or lining of culvert crossings in the canals may not be covered under maintenance activities. Additionally, Army Corps of Engineers may view activities in the canal differently than SJRWMD.

Consequently, it is advised that a permit modification with SJRWMD and a Nationwide ACOE permit will likely be necessary to construct the project. Permitting activities will include wetland/surface water delineations for the canals, West Area and disposal areas. Field reviews may be conducted with SJRWMD and/or ACOE agency staff to confirm delineations. General wildlife surveys will also be conducted and documented in a brief memorandum. No wildlife species permitting is included in this scope. This task includes advance coordination with the SJRWMD and ACOE, preparation and submittal of a permit packages, and addressing up to one (1) Request for Additional Information (RAI) at each agency.

Note that no permit or exemption fees are included in this proposal.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
E-SECTION, FINAL DESIGN OF CANAL IMPROVEMENTS  
GENERAL DESCRIPTION OF SERVICES**

Please note that based on the preliminary project limits, disturbed project area will exceed the one (1) acre threshold for needing an NPDES Construction General Permit for stormwater during construction. A stormwater pollution prevention plan (SWPPP) will be provided in the plan set, and the City will be responsible for submitting the Notice of Intent (NOI) to use the general permit and for following requirements under the permit.

**7.0 Project Management and QA/QC**

DRMP will attend a kick-off, progress meetings as desired by the City, and a final meeting through the course of design. Progress meetings are anticipated to occur as needed to discuss progress and resolve issues. DRMP will keep the City informed about the progress of the design with regular email, telephone calls, and monthly written progress reports.

DRMP will perform QA/QC of the design and construction plans and ensure quality deliverables to the City.

**C. DELIVERABLES**

DRMP will provide to the City the following deliverables:

1. Electronic submittals of Construction Plan Sets at 90% and final completion
2. Electronic submittals of 90% and Final Design Report
3. Construction Cost Estimate at each level of completion
4. Mailed or e-mailed copy of all external correspondence related to the project

**D. CITY RESPONSIBILITIES**

In order to conduct the scope of work outlined above, the City will provide the following:

1. City to provide topographic survey (including utility locates) of the project area.
2. City to provide separate payment of any permitting or exemption fees.
3. City to coordinate submission of a Notice of Intent (NOI) to utilize the NPDES general permit for stormwater during construction.
4. If needed, City to provide suitable disposal site for excavated material from canals, and to provide any associated details or information necessary to disposal operations.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
E-SECTION, FINAL DESIGN OF CANAL IMPROVEMENTS  
GENERAL DESCRIPTION OF SERVICES**

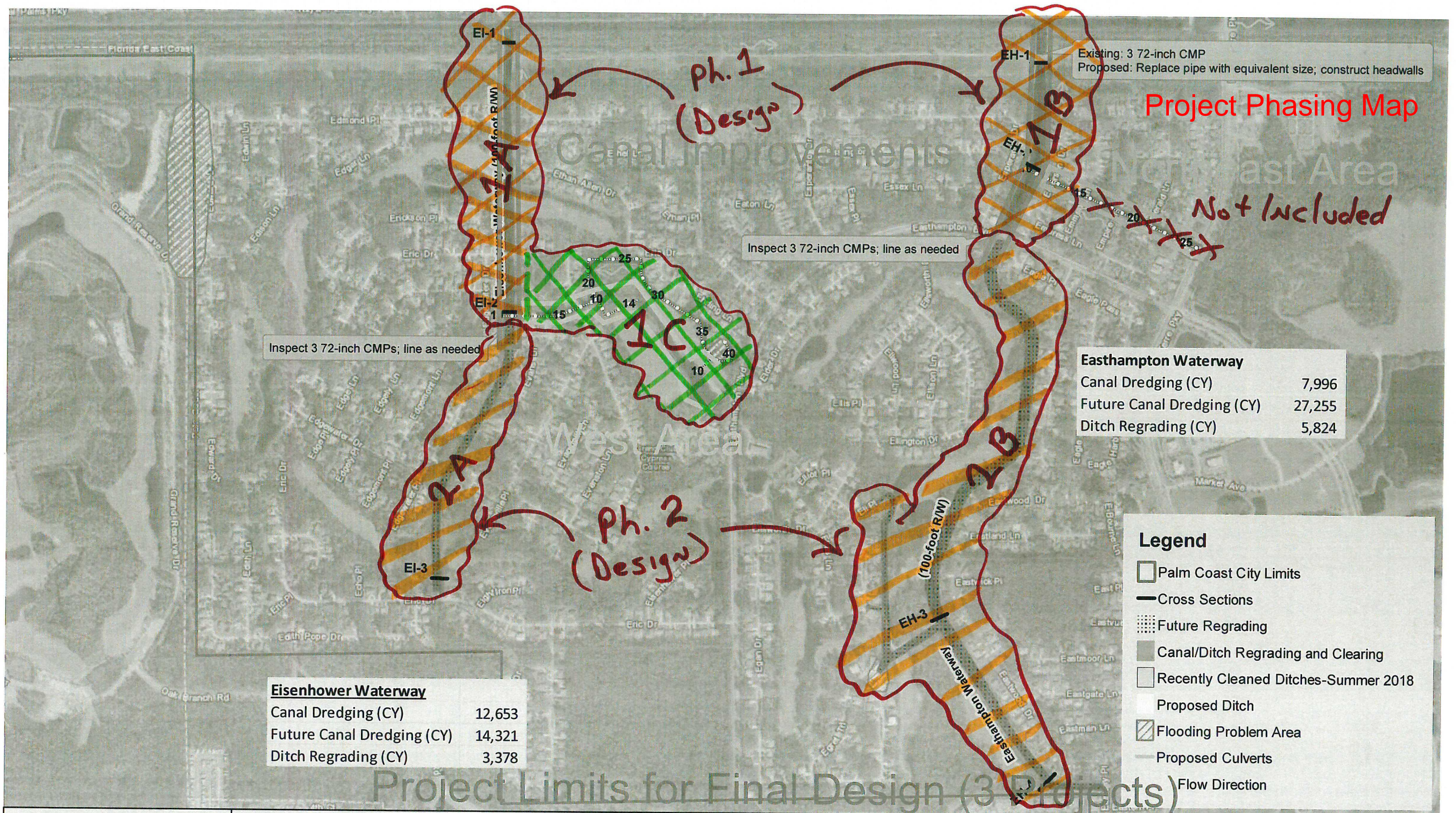
**E. SCHEDULE**

DRMP is prepared to begin work upon approval of this proposal and receipt of the survey CAD files. Anticipated duration for submittal of project documents at 90% completion is **six (6) months** from notice to proceed (NTP) and receipt of the complete survey CAD files. The City will provide comments from the 90% review within **2 weeks**. Final project documents will be provided within **two (2) months** of receipt of the 90% review. Total duration of the project is estimated at **ten (10) months** in order to allow time to secure the SJRWMD and ACOE permits.

**F. COMPENSATION**

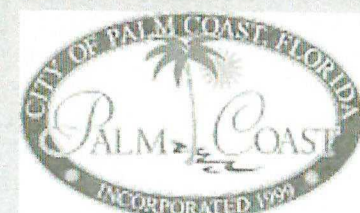
Compensation for this Scope of Work will be paid on a not-to-exceed basis, in the amount of **\$238,627.05** as detailed in **Exhibit E** with estimated manhours for each task and hourly rates of staff. The project will be invoiced to the City on a monthly basis based on manhours spent at the time of billing. Note that an allowance for survey for up to \$100,000 is included in the fee total. A final NTE survey fee will be negotiated with City staff after further assessment of existing site conditions.





December 2018

**E Section**  
**Recommended Stormwater Improvements**  
**for Ditches and Canals**  
 Flagler County FL



**Figure 1**



**PRINCIPALS**

Wayne D. Chalifoux  
 Donaldson K. Barton, Jr.  
 Glenn J. Lusink  
 Jon S. Meadows  
 Mark D. Prochak  
 Mark E. Puckett  
 Lawrence L. Smith, Jr.

Date: January 7, 2019

John L. Minton Jr, P.E.  
 Project Manager  
**DRMP, Inc.**  
 Water Resources  
 941 Lake Baldwin Lane  
 Orlando, FL 32814

**Subject: Subsurface Utility Engineering (SUE) services for the City of Palm Coast E-Section, Flagler County, Florida.**

**SERVICES TO BE PERFORMED**

DRMP, Inc. is submitting the following proposal for Subsurface Utility Engineering(SUE) Services on the above subject location shown in attached exhibit area 2.

The following is our proposal:

**SCOPE OF SERVICES****TASK 1****SUBSURFACE UTILITY ENGINEERING**

DRMP will provide Subsurface Utility Engineering (SUE) services for the mapping effort of the subsurface utilities along the proposed road as requested by email received on 12/20/2018. The subsurface utility designating effort will be performed in accordance with the State of Florida Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. All work shall conform to ASCE C-1 38 -02 utilizing quality levels A and B.

DRMP will perform Underground Utility Designation of approximate four (4) 100 ft each side of ditch along Evans Dr at both crossings, with VVH's on each utility at each side of the ditch crossings (8 VVH's at 2 Crossings for a total of 16 VVH's). See attached exhibit showing the limits of work. DRMP will not be providing the survey of the utilities.

***I. Quality Level B (QL B): Utility Designation***

Our staff coordinates with utility owners and begins the subsurface utility designation utilizing electro-magnetic (EM) and ground penetrating radar (GPR) techniques to mark (paint or flag) underground utilities. DRMP also "Sweeps" back through the project corridor using the same techniques to identify the existence of underground utilities that were not identified in the utility research phase. During the process of the field work, DRMP takes detailed notes regarding the type, and ownership of the utilities, if known. This information is documented utilizing field sketches on a subsurface utility form. DRMP can not be held responsible for any unforeseen utilities not known to us.

***II. Quality Level A (QL A): Utility Location and Mapping (Vacuum Excavation)***

DRMP exposes and records the vertical and horizontal location of the underground utility or structure. The test hole is performed using vacuum excavation equipment. It determines the depth of the utility from existing grade and its estimated size and material. Basic maintenance of traffic is provided, including traffic cones and lane closure(s). The test hole is backfilled with the material removed, and the surface's restored to its previous condition. In pavement, the test hole is repaired with cold patch

**OFFICES**

Boca Raton, Florida  
 Charlotte, North Carolina  
 Chipley, Florida  
 Fort Myers, Florida  
 Gainesville, Florida  
 Jacksonville, Florida  
 Lakeland, Florida  
 Melbourne, Florida  
 Orlando, Florida  
 Panama City, Florida  
 Pensacola, Florida  
 Raleigh, North Carolina  
 Tallahassee, Florida  
 Tampa, Florida

bituminous material. A survey marker is installed directly over the centerline of the utility system at grade. Finally, a test-hole report is prepared summarizing the above information. DRMP will provide up to 16 VVH's at potential crossings.

#### **Consultant's Responsibilities (Designating)**

DRMP will designate the approximate horizontal location of existing utilities for this project by means of surface paint markings and flags. Locating underground utilities is not an exact science. DRMP, therefore, expresses no guarantees that using one or any of the aforementioned techniques will identify all utilities. Project owner and/or any of its sub-contractors shall hold harmless and indemnify DRMP against any losses as a result of limitations within the equipment, but not against negligence on the part of DRMP or its employees. Hand digging is required in all situations when excavating within 24" of DRMP's markings. DRMP by no means guarantees or warrants these markings to be exact for any utilities and accepts no responsibility for any utility damages, down-time, delays, etc., from use of our designating services. By signing this agreement, the client accepts all liability for any claims and damages.

#### **CONDITIONS – Locating of Underground Utilities for Pre-Excavation**

- Utility Locations are provided for design purposes only, in an attempt to prevent or reduce the likelihood of damage during excavation.
- Areas to be surveyed with GPR must be level and free of obstructions.
- Results are dependent upon field conditions at the time of locating services.
- DRMP's inability to complete the project due to conditions outside DRMP's control does not void this contract. APWA Standards are used for marking.
- DRMP is not responsible for moved, altered, or obliterated marks or for maintaining marks. If marks are destroyed, DRMP may impose an additional fee to relocate / remark facilities.
- If underground facilities are damaged, whether marked by DRMP or not, it is your obligation to notify a representative of DRMP within 48 hours of the damage.
- Prior to excavation, customer is responsible for securing locations of public utilities through Sunshine State One Call of Florida (800-432-4770 or 811).

*If City of Palm Coast desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work.*

*Reimbursable such as overnight mailings, sending electronic files, copying charges, blueprinting costs, plotting of extra drawings not covered herein, delivery, shipping, or rush charges, etc. will be billed as an Extra cost on a Time, Materials and Expense basis.*

*It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.*



*The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. All application/impact and other fees will be paid directly to the appropriate agencies by the Client and are not included herein.*

EST. PARTY DAYS (10) HR DAYS			DAILY RATE		SURVEY COSTS			
0.7	TWO (2) Man	@	\$1,400.00		\$945.00			
2.3	THREE (3) Man	@	\$2,050.00		\$4,612.50			
	FOUR (4) Man	@	\$2,421.90					
					SUBTOTAL--SURVEY COSTS	=		\$5,557.50
	OFFICE SUPPORT:		HR RATE		OFFICE SUPPORT COSTS			
0.5	Sr PLS		\$155.00		\$75.95			
2.6	Manhours (Reg. Land Surv.)	@	\$135.00		\$351.00			
7.2	Manhours (Technician)	@	\$95.00		\$684.00			
					SUBTOTAL OFFICE SUPPORT	=		\$1,110.95
					OVERNIGHT TRAVEL/EXPENSES (See Itemization below)			
					TOTAL SURVEY COSTS			\$6,668.45

We sincerely appreciate this opportunity to provide professional services for this project. DRMP will add this project to the field schedule immediately upon Notice to Proceed (NTP). If you have any questions regarding this proposal, please feel free to contact me.

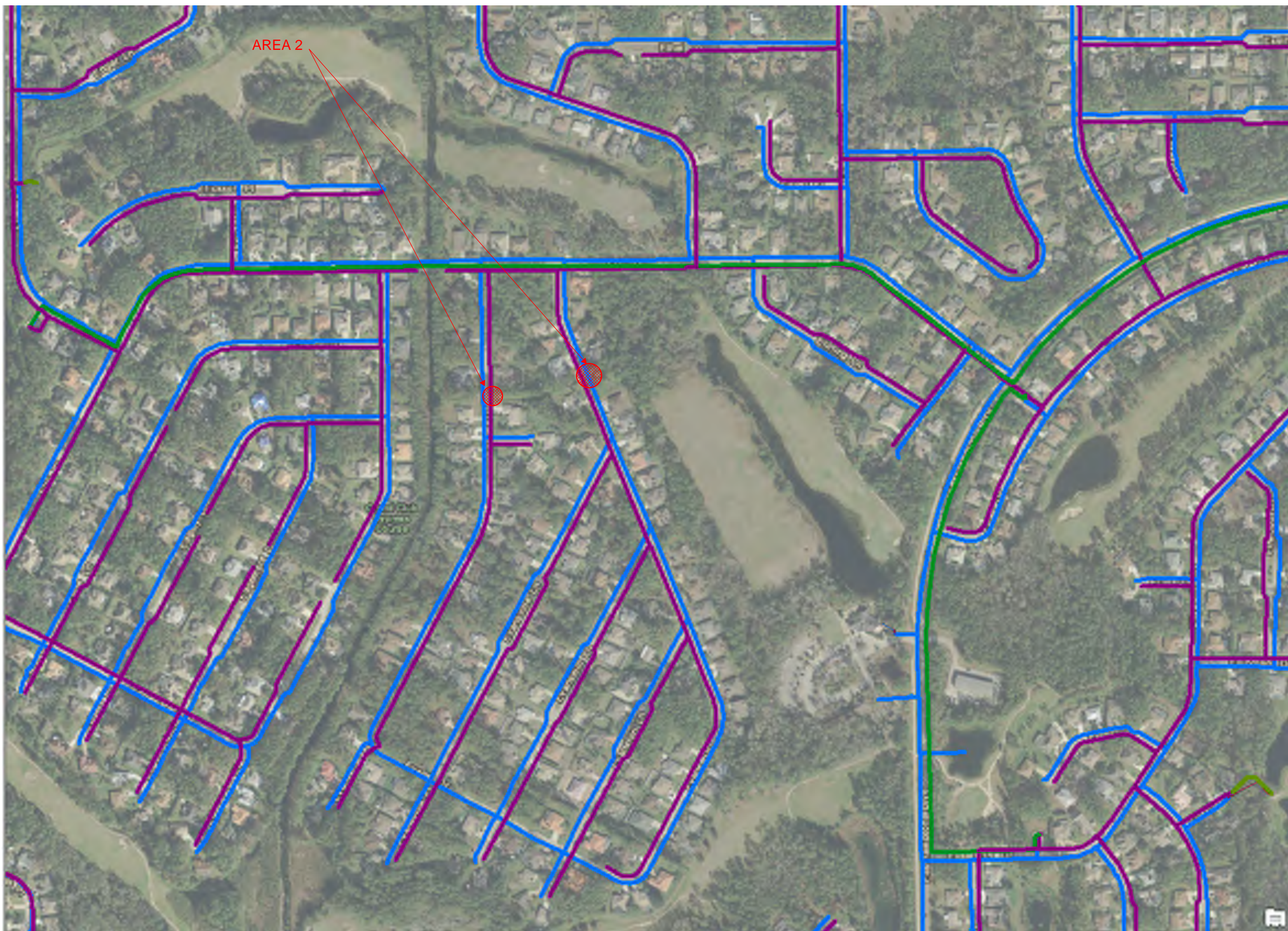
Sincerely,  
DRMP, Inc.

01/07/2019

David Sullivan CST IV  
SUE Manager

Date







**PRINCIPALS**

Wayne D. Chalifoux  
 Donaldson K. Barton, Jr.  
 Glenn J. Lusink  
 Jon S. Meadows  
 Mark D. Prochak  
 Mark E. Puckett  
 Lawrence L. Smith, Jr.

Date: May 15, 2019

John L. Minton Jr, P.E.  
 Project Manager  
**DRMP, Inc.**  
 Water Resources  
 941 Lake Baldwin Lane  
 Orlando, FL 32814

**Subject: Subsurface Utility Engineering (SUE) services for the City of Palm Coast E-Section, Flagler County, Florida.**

**SERVICES TO BE PERFORMED**

DRMP, Inc. is submitting the following proposal for Subsurface Utility Engineering(SUE) Services on the above subject location shown in attached exhibit area 3.

The following is our proposal:

**SCOPE OF SERVICES****TASK 1 SUBSURFACE UTILITY ENGINEERING**

DRMP will provide Subsurface Utility Engineering (SUE) services for the mapping effort of the subsurface utilities along the proposed road as requested by email received on 12/20/2018. The subsurface utility designating effort will be performed in accordance with the State of Florida Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. All work shall conform to ASCE C-1 38 -02 utilizing quality levels A and B.

DRMP will perform Underground Utility Designating on approximately 5 utilities 100 ft each side of ditch at both Eric Dr locations. DRMP will also designate approximately 4 utilities 100 ft each side of ditch at the East Hampton Blvd crossing. In addition to the 3 road crossings listed above DRMP will identify any ditch crossings on both canals (north south direction). DRMP will also provide 4 VVHs at each of the 3 road crossings for a total of 12 VVH's. These VVH's are estimated on 2 utilities at each road crossing with at least 2 utilities crossing under the canal. A VVH will be provided on each side of the canal. See attached exhibit showing the limits of work. DRMP will not be providing the survey of the utilities.

***I. Quality Level B (QL B): Utility Designation***

Our staff coordinates with utility owners and begins the subsurface utility designation utilizing electro-magnetic (EM) and ground penetrating radar (GPR) techniques to mark (paint or flag) underground utilities. DRMP also "Sweeps" back through the project corridor using the same techniques to identify the existence of underground utilities that were not identified in the utility research phase. During the process of the field work, DRMP takes detailed notes regarding the type, and ownership of the utilities, if known. This information is documented utilizing field sketches on a subsurface utility form. DRMP can not be held responsible for any unforeseen utilities not known to us.

***II. Quality Level A (QL A): Utility Location and Mapping (Vacuum Excavation)*****OFFICES**

Boca Raton, Florida  
 Charlotte, North Carolina  
 Chipley, Florida  
 Fort Myers, Florida  
 Gainesville, Florida  
 Jacksonville, Florida  
 Lakeland, Florida  
 Melbourne, Florida  
 Orlando, Florida  
 Panama City, Florida  
 Pensacola, Florida  
 Raleigh, North Carolina  
 Tallahassee, Florida  
 Tampa, Florida

DRMP exposes and records the vertical and horizontal location of the underground utility or structure. The test hole is performed using vacuum excavation equipment. It determines the depth of the utility from existing grade and its estimated size and material. Basic maintenance of traffic is provided, including traffic cones and lane closure(s). The test hole is backfilled with the material removed, and the surface's restored to its previous condition. In pavement, the test hole is repaired with cold patch bituminous material. A survey marker is installed directly over the centerline of the utility system at grade. Finally, a test-hole report is prepared summarizing the above information. DRMP will provide up to 12 VVH's at potential crossings.

### **Consultant's Responsibilities (Designating)**

DRMP will designate the approximate horizontal location of existing utilities for this project by means of surface paint markings and flags. Locating underground utilities is not an exact science. DRMP, therefore, expresses no guarantees that using one or any of the aforementioned techniques will identify all utilities. Project owner and/or any of its sub-contractors shall hold harmless and indemnify DRMP against any losses as a result of limitations within the equipment, but not against negligence on the part of DRMP or its employees. Hand digging is required in all situations when excavating within 24" of DRMP's markings. DRMP by no means guarantees or warrants these markings to be exact for any utilities and accepts no responsibility for any utility damages, down-time, delays, etc., from use of our designating services. By signing this agreement, the client accepts all liability for any claims and damages.

### **CONDITIONS – Locating of Underground Utilities for Pre-Excavation**

- Utility Locations are provided for design purposes only, in an attempt to prevent or reduce the likelihood of damage during excavation.
- Areas to be surveyed with GPR must be level and free of obstructions.
- Results are dependent upon field conditions at the time of locating services.
- DRMP's inability to complete the project due to conditions outside DRMP's control does not void this contract. APWA Standards are used for marking.
- DRMP is not responsible for moved, altered, or obliterated marks or for maintaining marks. If marks are destroyed, DRMP may impose an additional fee to relocate / remark facilities.
- If underground facilities are damaged, whether marked by DRMP or not, it is your obligation to notify a representative of DRMP within 48 hours of the damage.
- Prior to excavation, customer is responsible for securing locations of public utilities through Sunshine State One Call of Florida (800-432-4770 or 811).

*If City of Palm Coast desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work.*

*Reimbursable such as overnight mailings, sending electronic files, copying charges, blueprinting costs, plotting of extra drawings not covered herein, delivery, shipping, or rush charges, etc. will be billed as an Extra cost on a Time, Materials and Expense basis.*

*It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.*

*The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. All application/impact and other fees will be paid directly to the appropriate agencies by the Client and are not included herein.*

EST. PARTY DAYS (10) HR DAYS			DAILY RATE	SURVEY COSTS		
4.5	TWO (2) Man		\$1,400.00	\$6,300.00		
	THREE (3) Man		\$2,050.00			
	FOUR (4) Man		\$2,421.90			
				SUBTOTAL--SURVEY COSTS		\$6,300.00
OFFICE SUPPORT			HR RATE	OFFICE SUPPORT COST		
0.6	Sr PLS		\$155.00	\$93.00		
2.0	Manhours (Reg. Land Surv		\$135.00	\$270.00		
10.0	Manhours (Technician)		\$95.00	\$950.00		
				SUBTOTAL OFFICE SUPPORT	=	\$1,313.00
				OVERNIGHT TRAVEL/EXPENSES (See Itemization below)		
				TOTAL SURVEY COSTS		
				\$7,613.00		

We sincerely appreciate this opportunity to provide professional services for this project. DRMP will add this project to the field schedule immediately upon Notice to Proceed (NTP). If you have any questions regarding this proposal, please feel free to contact me.

Sincerely,  
**DRMP, Inc.**



05/15/2019

**David Sullivan CST IV**  
SUE Manager

**Date**



## LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

January 18, 2019

DRMP, Inc.  
941 Lake Baldwin Lane  
Orlando, FL 32814

Attention: Mr. John L. Minton Jr., P.E.

Reference: **Proposal for Geotechnical Exploration**  
E Section Drainage Improvements  
W Area Culverts – Parallel to Eric Drive  
Palm Coast, Flagler County, Florida  
UES Proposal No.: 2019D-069  
UES Opportunity No.: 0430.0119.00021

Dear Mr. Minton:

Universal Engineering Sciences, Inc. (UES) is pleased to submit our proposal to conduct a Geotechnical Exploration for the above-referenced property in Palm Coast, Florida. Our understanding of this project, with our proposed scope of services and costs, is presented in the following paragraphs.

#### PROJECT UNDERSTANDING

We understand that this project will consist of the replacement of three (3) CMP roadway culverts to 4-foot wide box culverts and straight endwalls. We were provided with a copy of the Conceptual Site Plan showing the proposed improvements.

Universal Engineering Sciences (UES) has been asked to perform a geotechnical exploration to evaluate the subsurface conditions on the subject for the proposed site improvements. Our proposed scope of work does not include an environmental assessment of the proposed project.

This proposal assumes that the test boring locations will be readily accessible using an All-Terrain mounted drilling rig.

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

Our scope of work has not been designed to evaluate of the deep subsurface soils with respect to the potential for sinkhole activity at the subject site. This requires a more thorough scope of work than proposed including geophysical studies (i.e. ground penetrating radar and electrical resistivity testing) and deep soil borings extending to the limestone bedrock formation. However, we will be glad to furnish you with a proposal for these services upon request.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the





event they exist, please inform us so that we may make arrangements for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. Our proposal does include limited site clean up including backfilling the boreholes with sand for safety considerations. No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

### **GEOTECHNICAL SCOPE OF SERVICES**

Based on our understanding of the project, the proposed scope will consist of:

- Performing three (3), 25-foot deep Standard Penetration Test (SPT) borings in the proposed culvert replacements/ endwall locations

Standard Penetration Test (SPT) borings will be performed continuously in the upper 10-feet of each boring and on 5-foot centers after that to the bottom of the borings. Each recovered soil sample will be visually classified in the field and a geologic log prepared for the soil borings. Groundwater depth and any unusual subsurface conditions will be recorded on the boring logs. Representative portions of the recovered soil samples from the borings will be sealed and packaged for transportation to our laboratory for a more detailed analysis, as required. All soil samples will be classified in general accordance with ASTM D 2487 (Standard Classification of Soils for Engineering Purposes Unified Soil Classification System) guidelines.

We have not made an allowance for surveying services or an environmental assessment of the property. However, we will be glad to furnish you with a proposal for these services upon request. Further we have assumed that there is no hazardous materials contamination at the site, that there are no major utility lines crossing the subject site and no existing septic systems in the vicinity of our borings. In the event they exist, please inform us so that we may make arrangement for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

### **Reporting**

At the completion of the field and laboratory testing services, our project engineer will prepare a geotechnical report under the direction of a registered professional engineer who specializes in geotechnical engineering consulting. The report shall contain the following information at a minimum:

- Soil boring logs and classifications
- Existing groundwater levels and estimated seasonal high groundwater levels at the boring locations
- Recommendations for retaining wall design consisting of soil parameters.
- Recommendations for culvert installation and site preparation including excavation, and dewatering.



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## SCHEDULE

Based upon our current backlog at the time of this proposal, we anticipate completing the field exploration and laboratory testing program and issuing a geotechnical report within 3 to 4 weeks upon receipt of written authorization to proceed. Preliminary findings can be provided via email prior to the release of the final report upon completion of the field and laboratory testing program to expedite your civil engineering design schedule.

## FEE & TERMS

Universal Engineering Sciences will complete the Geotechnical scope of work outlined within this proposal for a **LUMP SUM FEE of \$2,270.00**. We will not exceed our budget unless the scope of work is varied or the soil or groundwater conditions encountered are significantly different from those anticipated, in which event you will be notified prior to any increase in costs.

Enclosed you will find our General Contract Conditions with a copy of our Work Authorization/Proposal Acceptance Form. If you would like to proceed, please sign and return an executed copy of the enclosed work authorization form to our office. We will initiate the field work upon receipt of the executed work authorization form.

## CLOSURE

Universal Engineering Sciences, Inc. appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please do not hesitate to contact the undersigned at 386-756-1105 if you have any questions.

Sincerely,  
**Universal Engineering Sciences, Inc.**

Michael Mohny  
Geotechnical Project Manager  
[mmohny@universalengineering.com](mailto:mmohny@universalengineering.com)

Brian C. Pohl, P.E.  
Branch Manager  
[bpohl@universalengineering.com](mailto:bpohl@universalengineering.com)

## Attachments

MM/BCP/cme

Enclosures: Exhibit I  
General Conditions  
Work Authorization/Proposal Acceptance Form

Distribution: John L. Minton Jr., P.E.

**UNIVERSAL ENGINEERING SCIENCES, INC.**

Work Authorization / Proposal Acceptance Form

**IF PROPOSAL IS ACCEPTED, SIGN BOTH FORMS, RETURN ONE FORM TO UNIVERSAL AND RETAIN ONE FOR YOUR FILES.**

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

**PROJECT NAME:** E Section Drainage Improvements  
W Area Culverts – Parallel to Eric Drive

**PROJECT LOCATION:** Palm Coast, Florida

**CLIENT NAME:** DRMP, Inc.

**CLIENT ADDRESS:** 941 Lake Baldwin Lane, Orlando, FL 32814

**EMAIL:** jminton@drmp.com

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

UES PROPOSAL NO.: 2019D-069      UES OPPORTUNITY NO. 0430.0119.00021

***Geotechnical Exploration Program***

***\$2,270.00 LUMP SUM***

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

- A. **UES** General Conditions.      B. **UES** Proposal Dated: January 18, 2019
- C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
- D. Other exhibits marked and described as follows: \_\_\_\_\_

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

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

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

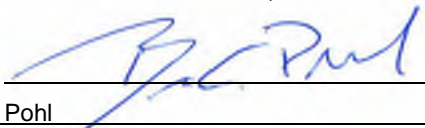
Firm: \_\_\_\_\_ Social Security Number or  
Federal Identification No.: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

**BY (signature):** \_\_\_\_\_ **BY (signature):** 

**NAME:** \_\_\_\_\_ **NAME:** Brian C. Pohl

**TITLE:** \_\_\_\_\_ **TITLE:** Branch Manager

Return Executed Copy to:  
[ceberhardt@universalengineering.com](mailto:ceberhardt@universalengineering.com)  
Universal Engineering Sciences, Inc.

**EXHIBIT I**  
**Fee Proposal for Geotechnical Exploration**  
 E Section Drainage Improvements  
 W Area Culverts – Parallel to Eric Drive  
 Palm Coast, Flagler County, Florida  
 UES Proposal No.: 2019D-069  
 UES Opportunity No.: 0430.0119.00021

<b>TASK</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
<b>PROFESSIONAL SERVICES</b>				
Professional Engineer	2	hrs	\$180.00	\$360.00
Project Engineer	5	hrs	\$95.00	\$475.00
Technical Secretary	2	hrs	\$55.00	\$110.00
<b>SUBTOTAL:</b>				<b>\$945.00</b>
<b>SUPPORT SERVICES</b>				
Mobilization / Demobilization	1	l.s.	\$500.00	\$500.00
SPT Borings -3x25'	75	feet	\$11.00	\$825.00
<b>SUBTOTAL:</b>				<b>\$1,325.00</b>
<b>GEOTECHNICAL TOTAL:</b>				<b>\$2,270.00</b>

**PROPOSAL NOTES:**

Additional services, consultations, or meetings if requested, will be invoiced at Universal Engineering Sciences' standard rates.

This fee proposal will remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.

We have made a good faith effort to work with you to develop a work scope and fee estimate. Because of the possibility of unknown, discovered, underground conditions and/or the need for additional services that neither you nor we can currently foresee, we recommend that you budget a contingency equal to 15% of the total fee estimate. We will not use the contingency amount without first notifying you.

The Client will be responsible for all applicable taxes.



## LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Kissimmee
- Leesburg
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

January 17, 2019

Mr. John L. Minton Jr., P.E., CFM  
 DRMP Inc.,  
 941 Lake Baldwin Lane  
 Orlando, Florida 32814

Sent via E-mail: [jminton@drmp.com](mailto:jminton@drmp.com)

Reference: **E Section Drainage Improvements**  
**Canal Dredging – Easthampton Waterway / Eisenhower Waterway**  
**City of Palm Coast, Flagler County, Florida**  
**UES Opportunity No. 0440.0119.00007**  
**UES Proposal No. 2019D-062**

Dear Mr. Milton:

Universal Engineering Sciences, Inc. (UES) is pleased to submit our proposal to conduct dredge material sampling for the E Section Drainage Improvements – Canal Dredging – Easthampton Waterway / Eisenhower Waterway (hereafter “the site”). The purpose of the canal dredge material sampling is to determine suitability for disposal and utilization.

By executing the attached Work Authorization, the client confirms that the preceding is an accurate and complete description of the work to be performed.

### SCOPE OF WORK

The scope of work proposed by UES to determine canal dredging material suitability for disposal and utilization includes the following tasks:

#### Dredge Material Assessment:

- Eight (8) canal sediment samples will be collected at the location of the Easthampton and Eisenhower Waterways.
- The soil samples will be collected in accordance with FDEP standard operating procedures. The sediment samples will be submitted to a NELAC-certified laboratory (Advanced Environmental Laboratories, Inc.) for analysis of volatile organic compounds (full list) via United States Environmental Protection Agency (USEPA) method 8260, polycyclic aromatic hydrocarbons (PAHs) (full list) via USEPA method 8270, organochlorine pesticides via USEPA method 8081, organophosphorous pesticides via USEPA method 8141, chlorophenoxy herbicides via USEPA method 8151, polychlorinated biphenyls (PCBs) via USEPA method 8082, Resource Conservation and Recovery Act (RCRA-8) metals via USEPA method 200.8, and total recoverable petroleum hydrocarbons (TRPH) via method Florida petroleum residual organics (FL-PRO).

#### Reporting:

- Following the completion of the dredge sediment material sampling, UES will prepare a formal report documenting the findings of the analysis.

**SCHEDULE**

Upon the approval of the proposed scope of work and cost, UES will mobilize to the site within two (2) weeks. UES anticipates that the field work and laboratory analysis (at normal priority) will require approximately two (2) weeks. Preparation of dredge material sampling collection and analysis report can be completed in one (1) week from receipt of the final laboratory analytical results. Accordingly, UES will submit the finalized report within approximately one (1) month of a signed work authorization. This fee proposal is for normal priority; UES will revise for priority scheduling if the client requests.

**COST PROPOSAL**

UES proposes to perform the above scope of work for an estimated, not-to-exceed fee of **\$14,720.00** to be billed monthly and at the completion of the project. Unit-priced items (e.g., laboratory analyses) will be billed only for the units actually used. Please see the attached cost breakdown in **Exhibit 1**, as well as our General Conditions.

Universal Engineering Sciences appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please feel free to contact us at (386) 756-1105 with any questions or comments.

Respectfully submitted,

**UNIVERSAL ENGINEERING SCIENCES**



Joseph R. Rommel II  
Senior Project Manager

Attachments:

Exhibit 1 – Cost Breakdown  
Work Authorization  
General Conditions



**EXHIBIT 1**

**Cost Breakdown**  
**E Section Drainage Improvements – Canal Dredging**  
**Easthampton Waterway / Eisonhower Waterway**  
**City of Palm Coast, Flagler County, Florida**  
**UES Opportunity No. 0440.0119.00007**  
**UES Proposal No. 2019D-062**

TASK	QUANTITY	UNIT	COST PER UNIT	TOTAL COST
<b>Dredge Material Assessment and Pre-Site Reconnaissance</b>				
Pre-Site Reconnaissance	8	hours	\$85.00	\$680.00
Project Scientist	24	hours	\$85.00	\$2,040.00
Environmental Technician	24	hours	\$75.00	\$1,800.00
Environmental Equipment	1	l.s.	\$200.00	\$200.00
Watercraft	1	l.s.	\$400.00	\$400.00
<b>Laboratory Analysis of Soil Samples:</b>				
Volatile Organic Compounds (VOCs) – Full Llist (USEPA Method 8260)	8	each	\$140.00	\$1,120.00
Polycyclic Aromatic Hydrocarbons (PAHs) – Full List (USEPA Method 8270)	8	each	\$165.00	\$1,320.00
RCRA-8 Metals (USEPA Method 200.8)	8	each	\$120.00	\$960.00
TRPH FI-Pro	8	each	\$100.00	\$800.00
Organohlorine Pesticides (EPA Method 8081)	8	each	\$80.00	\$640.00
Organophosphorus Pesticides (USEPA Method 8141)	8	each	\$145.00	\$1,160.00
Chlorophenoxy Herbicides (USEPA Method 8151)	8	each	\$145.00	\$1,160.00
Polychlorinated Biphenols (PCBs) (EPA Method 8082)	8	each	\$85.00	\$680.00
<b>Report Preparation</b>				
Ditch Material Analysis Report	1	l.s.	\$1,500.00	\$1,500.00
Principal (Review)	1	hour	\$120.00	\$120.00
CADD Graphics	2	hours	\$50.00	\$100.00
Technical Secretary	1	hour	\$40.00	\$40.00
<b>Not-to-Exceed Total</b>				<b>\$14,720.00</b>





Fee Sheet - Prime

Estimator: D.Brown

Name of Project:  
County:  
FPN:  
FAP No.:

Consultant Name: DRMP  
Consultant No.:  
Date: 1/31/2019  
Estimator: J Haisch-Linn

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Department Manager	Senior Project Manager III	Engineer VI	Engineer V	Engineer IV	Engineering Technician IV	Designer IV	Environmental Scientist III	Senior Ecologist	Administrative Support III		SH	Salary	Average
		\$220.00	\$170.00	\$115.00	\$105.00	\$95.00	\$85.00	\$115.00	\$100.00	\$120.00	\$70.00		By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0	#DIV/0!
4. Roadway Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0	#DIV/0!
5. Roadway Plans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0	#DIV/0!
6. Drainage Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0	#DIV/0!
7. Utilities															
8. Environmental Permits, Compliance & Clearances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	11.00	0.00	3.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		11.00	\$1,430	\$130.00
10. Structures - Bridge Development Report															
11. Structures - Temporary Bridge															
12. Structures - Short Span Concrete Bridge															
13. Structures - Medium Span Concrete Bridge				0.00											
14. Structures - Structural Steel Bridge															
15. Structures - Segmental Concrete Bridge				0.00											
16. Structures - Movable Span				0.00											
17. Structures - Retaining Walls															
18. Structures - Miscellaneous	48.00	0.00	14.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		48.00	\$6,290	\$131.04
19. Signing & Pavement Marking Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0	#DIV/0!
21. Signalization Analysis	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0	#DIV/0!
22. Signalization Plans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	\$0	#DIV/0!
23. Lighting Analysis															
24. Lighting Plans															
25. Landscape Architecture Analysis															
26. Landscape Architecture Plans															
27. Survey (Field & Office Support)				56.00	configuration not in Standard Plans. (48 hrs). Second plan sheet for second headwall with different height and/or length (8 hrs).										
28. Photogrammetry															
29. Mapping															
30. Geotechnical															
31. Architecture Development															
32. Noise Barriers Impact Design Assessment															
33. Intelligent Transportation Systems Analysis															
34. Intelligent Transportation Systems Plans															
Total Staff Hours	59.00	0.00	17.00	98.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		59.00		
Total Staff Cost		\$0.00	\$2,890.00	\$11,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$7,720.00	\$130.85

Check = \$14,160.00

- Notes:
1. This sheet to be used by Pri

0

0
2. Manually enter fee from each subconsultant.

Unused subconsultant rows may be hidden.

0

Survey Field Days by Subconsultant  
3 - Person Crew:

SALARY RELATED COSTS:		\$7,720.00
OVERHEAD:	0%	\$0.00
OPERATING MARGIN:	0%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:		\$0.00
SUBTOTAL #1 ESTIMATED FEE:		\$7,720.00
Subconsultant: DRMP Survey		\$0.00
Subconsultant: Universal Eng.		
SUBTOTAL #2 ESTIMATED FEE:		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$7,720.00
Optional Services(R/W Mapping):		\$0.00

**9. Structure Summary**

Estimator: Jocelyn Haisch-Linn

NA

Task No.	Task	Units	Design and Production Staffhours				Comments				
			No. of Units	Hours per Unit	No. of Sheets	Total					
	<b>General Drawings</b>										
9.1	Index of Drawings	Sheet	0	0	0	0	N/A				
9.2	Project Layout	Sheet	0	0	0	0	N/A				
9.3	General Notes and Bid Item Notes	Sheet	0	0	0	0	N/A				
9.4	Miscellaneous Common Details	Sheet	0	0	0	0	N/A				
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0	N/A				
9.6	Existing Bridge Plans	LS	0	0		0	N/A				
9.7	Assemble Computation Book and Quantities	LS	1	2		2	Concrete and reinforcing steel in endwall				
9.8	Cost Estimate	LS	0	0		0					
9.9	Technical Special Provisions	LS	0	0		0					
<b>Structures - Summary and Miscellaneous Tasks and Drawings Subtotal</b>					0	2					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16		0	0	0	0	0	0	0	0		
17	Retaining Walls	0								0	
18	Miscellaneous Structures	48									48
<b>Structures Technical Subtotals</b>		48	0	0	0	0	0	0	0	0	48

**9. Structure Summary**

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.10	Field Reviews	LS	0	0	0	N/A
9.11	Technical Meetings	LS	0	0	0	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	%	5%	3	
9.13	Independent Peer Review	LS	%	0%	0	N/A
9.14	Supervision	LS	%	5%	3	
<b>Structures Nontechnical Subtotal</b>				56	6	
9.15	Coordination	LS	%	5%	3	Roadway/Drainage, Geotechnical
<b>9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total</b>					11	

**Technical Meetings**

BDR Coordination/Review	EA	0	0	0
90/100% Comment Review	EA	0	0	0
Aesthetics Coordination	EA	0	0	0
Regulatory Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Utility Companies	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>		0	0	0

Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0

*Assume 1 phase review with comment/response*

<b>Total Meetings</b>				<b>0</b>
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Carries to 9.11

**Note:** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

**18. Structures-Miscellaneous**

Estimator: Jocelyn Haisch-Linn

0  
NA

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	0	0	0	0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0	0	0	
	Strain Poles						
18.3	Steel Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
18.4	Concrete Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
	Mast Arms						
18.5	Mast Arms	EA Pole	0	0	0	0	
	Overhead/Cantilever Sign Structures						
18.6	Cantilever Sign Structures	EA Design	0	0	0	0	
18.7	Overhead Span Sign Structures	EA Design	0	0	0	0	
18.8		EA Design	0	0	0	0	
18.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	
	High Mast Lighting			0.00			
18.11	High Mast Lighting Structures	EA Design	0	0	0	0	

**18. Structures-Miscellaneous**

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	<b>Sound Barrier Walls (Ground Mount)</b>		<b>0</b>				
18.12	Horizontal Wall Geometry	EA Wall	0	0	0	0	
18.13	Vertical Wall Geometry	EA Wall	0	0	0	0	
18.14	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	0	0	0	0	
18.16	Design for Wall Height Covered by Standards	EA Design	0	0	0	0	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0	0	0	
18.18	Aesthetic Details	LS	0	0	0	0	
	<b>Special Structures</b>						
18.19	Fender System	LS	0	0		0	
18.20	Fender System Access	LS	0	0		0	
18.21	Special Structures	LS	0	0		0	
18.22	Other Structures	LS	1	48	1	48	1 Worst case design special endwall for pipe configuration not in Standard Plans. Assumes second headwall is of similar length and height.
<b>18. Structures - Miscellaneous Total</b>					<b>1</b>	<b>48</b>	

Exhibit E  
City of Palm Coast  
E-Section, Final Design of Canal and West Area Improvements  
Compensation Breakdown

DRMP Design Cost

Title/Job Description	Department Manager II Hours	Senior Project Manager Hours	GIS Analyst III Hours	Engineer II Hours	Administrative Support II Hours	Line Item Hours	Line Item Costs
Personnel Hourly Rate	\$210.00	\$150.00	\$120.00	\$90.00	\$65.00		
<b>Element and Task Descriptions</b>							
1.0 Data Collection							
1.1A Subsurface Utilities Engineering (SUE) - West Area	See attached fee breakdown						\$6,668.45
1.1B Subsurface Utilities Engineering (SUE) - Canals	See attached fee breakdown						\$7,613.00
1.2A Geotechnical Investigation - West Area	See attached fee breakdown						\$2,270.00
1.2B Geotechnical Investigation - Canals	See attached fee breakdown						\$14,720.00
1.3 Sketch and Legal Description for Drainage Easement - Canals	5 sketch and legal descriptions at \$995 each						\$4,975.00
2.0 Final Design with Report	8	16	20	44	6	94	\$10,830.00
3.0 Structural Design - Special Endwalls	See attached fee breakdown						\$7,720.00
4.0 Utility Coordination	2	8	0	14	8	32	\$3,400.00
5.0 Construction Plans	10	36	124	308	0	478	\$50,100.00
6.0 Permit Coordination (with wetlands delineations)	8	14	40	84	8	154	\$16,660.00
7.0 Project Management and QA/QC	34	34	0	0	0	69	\$12,355.20
Total Hours	62	108	184	450	22		
Total Costs by Category	\$13,087.20	\$16,248.00	\$22,080.00	\$40,500.00	\$1,430.00		
DRMP Design Cost						827	\$137,311.65

DRMP Reimbursables

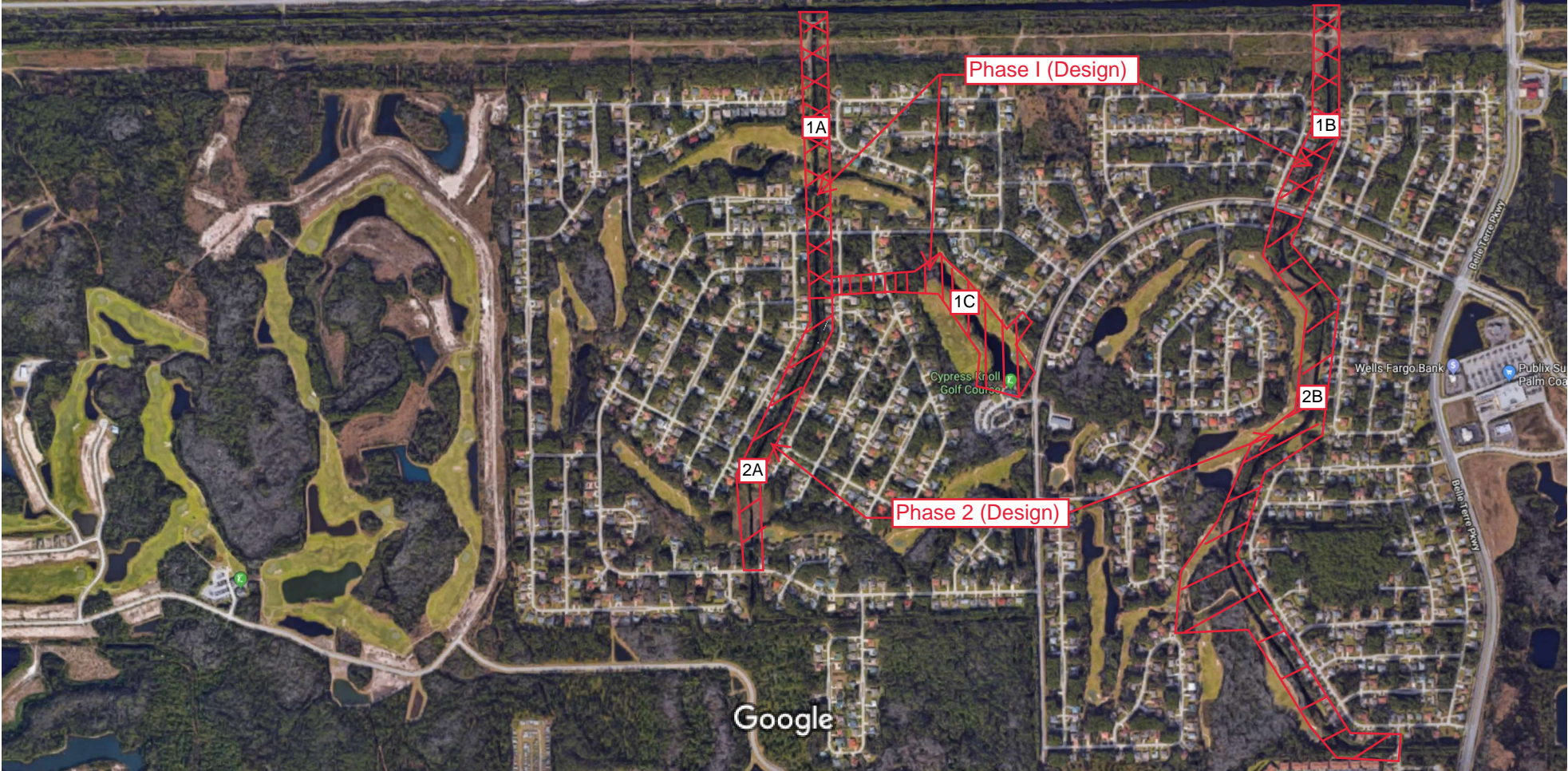
Description	Unit Cost	No.	Cost	Notes
Mileage	\$ 0.55	1,700	\$ 935.00	per mile, estimated 10 trips
Xerox - 11x17 Plans	\$ 0.45	432	\$ 194.40	estimated 6 sets (for miscellaneous use)
Xerox - 8.5x11 Color	\$ 0.31	600	\$ 186.00	estimated 6 sets (for miscellaneous use)
Reimbursable Cost			\$ 1,315.40	

Total Fee Computations


DRMP Design NTE Cost	\$137,311.65
DRMP Survey NTE Allowance (See Note below)	\$100,000.00
Reimbursable Cost	\$1,315.40
<b>Total Cost</b>	<b>\$238,627.05</b>


Note: Detailed scope and fee for survey to be negotiated with City staff after further assessment of existing site conditions.





Imagery ©2019 Google, Map data ©2019 Google 500 ft

 Set a home address

 Set a work address

### **Exhibit A - Scope of Work - Crandall Cove (F-Section) Conceptual Drainage Improvements**

Develop conceptual-level plans to determine recommendations for improvements to existing ditches and culvert crossings at roadways. Improvements may include maintenance activities, regrading swales/ditches, replacing or upsizing roadway culverts, and reconfiguring drainage patterns for improved flood control. See **Exhibit B** for a detailed manhour estimate for this scope of work. See **Exhibit C** for additional information on study area and drainage features.

A detailed surface water model in ICPR (vs 4) will be developed for the 405-acre study area in order to analyze the existing drainage conditions and develop conceptual improvements. The model is anticipated to include up to 80 basins from review of the existing drainage features within the study area. Approximately one-quarter of the study area was previously modeled by Singhofen and Associates in ICPR (version 3) and this data will be incorporated into the new version 4 model. This model will be developed with basin boundaries and boundary interactions that are consistent with the primary systems model currently under development by DRMP, allowing for future insertion of this detailed model of the Crandall Cove area into the overall model.

Conceptual drainage improvements will be analyzed using this ICPR model with anticipated levels of flood protection. Supporting information may include typical proposed cross-sections and ditch profiles, recommendations for pipe improvements/replacements in plan exhibits, and estimated quantities and construction costs. At least three roadway culvert crossings will be evaluated for pipe lining. Anticipated permitting and stakeholder coordination will be researched and summarized.

Conceptual plans and estimates will be based on best available LiDAR information, field observations, City GIS stormwater data and information provided by City staff. City will provide additional survey information for ditches and pipe crossings located within City right-of-way and/or easements as necessary. An informal presentation will be conducted to City staff at conclusion of this work to share recommendations. Preliminary analysis and recommendations will be documented in a Technical Memorandum including conceptual plans and project cost estimate.



**Exhibit B**  
**City of Palm Coast**  
**Crandall Cove (F-Section) Conceptual Drainage Improvements,**  
**Compensation Breakdown**

**DRMP Salary Cost**

Title/Job Description	Division Manager Hours	Senior Project Manager Hours	GIS Analyst III Hours	Engineer II Hours	Administrative Support II Hours	Line Item Hours	Line Item Costs
Personnel Hourly Rate	\$210.00	\$150.00	\$120.00	\$90.00	\$65.00		
<b><u>Element and Task Descriptions</u></b>							
1.0 Desktop Data Collection	1	2	0	6	0	8	\$912.00
2.0 Field Review	2	7	0	13	0	22	\$2,640.00
3.0 Surface Water Modeling	0	3	41	66	0	110	\$11,267.55
4.0 Conceptual Project Development	1	6	14	49	0	70	\$7,224.00
5.0 Technical Memorandum	0	2	14	20	4	40	\$4,040.00
6.0 Meetings	4	4	0	7	0	14	\$1,890.00
7.0 Project Management	9	20	0	0	0	29	\$4,834.20
Total Hours	17	43	69	161	4		
Total Costs by Category	\$3,471.83	\$6,409.13	\$8,221.80	\$14,445.00	\$260.00		
DRMP Salary Cost						292	\$32,807.75

**DRMP Reimbursables**

Description	Unit Cost	No.	Cost	Notes
Mileage	\$ 0.40	510	\$ 204.00	per mile, estimated 3 trips
Xerox - 8.5x11 Color	\$ 0.31	-	\$ -	
Color Plot on Heavy Paper (\$4.45 per sq.ft. for 24 x 36)	\$ 26.70	-	\$ -	
Reimbursable Cost			\$ 204.00	

**Total Fee Computations**

DRMP Salary NTE Cost	\$32,807.75
Reimbursable Cost	\$204.00
<b>Total Cost</b>	<b>\$33,011.75</b>

Exhibit B,  
City of Palm Coast,  
Crandall Cove (F-Section) Conceptual Drainage Improvements,  
Manhours Breakdown

Tasks and Sub-Tasks	Unit of Measure	Number of Units	Hours per Unit	Total Hours	Summed Hours	Notes
1.0 Desktop Data Collection Review data sources, including: LiDAR terrain, GIS stormwater inventory, SJRWMD ERP files, soils maps, land use maps, as-built drawings of drainage systems, existing modeling, and other historical drainage information.	LS	1	8	8	8	
2.0 Field Review Conduct field review with City maintenance staff to document past flooding and drainage maintenance problems, review current condition of swales, driveway culverts, roadways, ditches, cross-drains, and canals. Document review with photographs and field review minutes.	EA	2	8	16	22	
3.0 Surface Water Modeling Develop detailed model for study area as depicted on exhibit covering 405 acres. Anticipate setting tailwater conditions at several discharge points based on results from primary systems model. Delineate drainage basins and determine hydrology parameters, estimate 80-20=60 basins (1/4 sub-divided by Singhofen in previous modeling) Set up nodes and hydraulics of model based on best available information (100-25=75). Run existing conditions model for 5, 10, 25 year events and verify results. Analyze proposed improvements for flood control benefit and present model results in table(s).	LS	1	6	6	109.5	
	EA Basin	60	0.4	24		
	EA Node	75	0.5	37.5		
	LS	1	24	24		
	LS	1	24	24		
4.0 Conceptual Project Development Develop recommended drainage improvements concepts that could include ditch and/or culvert upgrades Draft exhibits including plan, typical sections, and swale/ditch profiles Project Cost Estimates (Design, Permitting, Construction)	LS	1	30	30	70	
	LS	1	30	30		
	LS	1	10	10		
5.0 Technical Memorandum Develop technical memorandum to document preliminary work and recommendations including color exhibits and cost estimates.	LS	1	40	40	40	
6.0 Meetings Progress Meetings Informal Presentation of Recommendations	EA	1	6	6	14	
	EA	1	8	8		
7.0 Project Management  Project Management QA/QC	EA Month	4	4	16	29	Progress will be tracked by progress reports, e-mails, and teleconferences.
	5% of Total	1	13	13		5% of total hours

Total Hours = 292









**Approximate Extents of Contributing Basin**

**3 - 54" CMP (minor cleaning & evaluate for spin casting)**

**Potential Ditch ReGrading**

**Approximate location of a 42"x68" CMP (minor cleaning, spin casting evaluation and/or remove)**

**Potential Ditch ReGrading**

**Approximate Extents of Contributing Basin**

**3 - 44"x72" CMP  
Minor cleaning & spin casting (Basin outfall)**



**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
RYMFIRE DRIVE DRAINAGE IMPROVEMENTS  
GENERAL DESCRIPTION OF SERVICES**

This Work Order shall be incorporated in and become part of the Contract for Professional Stormwater and Environmental Engineering Services between City of Palm Coast (CITY) and DRMP, Inc. (DRMP), RFQ-SW-18-10 dated December 18, 2018 hereafter referred to as the Contract.

**A. PROJECT BACKGROUND**

The City intends to perform drainage improvements along the east end of Rymfire Drive by improving conveyance from four (4) cul-de-sac's on the north side of the road per recommendations from DRMP as documented in a technical memorandum dated February 20, 2019. The recommendations include installation of a ditch bottom inlet system along the north side of Rymfire Drive with a piped connection under the road with an outfall into the Belle Terre Parkway roadside ditch that flows southward into the Royal Palms Waterway. The City will provide topographic and right-of-way survey with horizontal location of utilities based on designates. Please refer to **Exhibit A** for a map depiction of the project limits.

The following paragraphs describe in more detail the scope of services that are anticipated to be performed by DRMP.

**B. SCOPE OF WORK**

**1.0 Data Collection**

**1.1 Subsurface Utilities Engineering (SUE)**

DRMP will support City survey work with SUE as further described in the attached proposal included as **Exhibit B**.

**1.2 Geotechnical Investigation**

Universal Engineering Sciences will provide field geotechnical investigation including estimation of seasonal high groundwater conditions, soil boring profiles and classifications, and pavement cores in Rymfire Drive for pavement reconstruction. For scope and fee associated with this work, please refer to **Exhibit C**.

**2.0 Final Design with Report**

DRMP will perform final design for the proposed drainage improvements by updating the modeling based on survey and utility information collected for this project. Final design will include evaluation of whether to improve connection of the four (4) cul-de-sac's to the Rymfire system by regrading the swales or by installation of ditch bottom inlets and piping. DRMP will document the design in a brief report.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
RYMFIRE DRIVE DRAINAGE IMPROVEMENTS  
GENERAL DESCRIPTION OF SERVICES**

### **3.0 Utility Coordination**

DRMP will compile the listing of contact information for utility companies with facilities in the area. DRMP will provide the utility contacts with construction plans for review. DRMP will coordinate with the utility companies for confirmation of the locations and types of facilities present. DRMP will coordinate with the utility contacts to work out plans as necessary to relocate or maintain the utilities in order to construct the proposed drainage facilities. Utilities are anticipated to be located in the vicinity at the cul-de-sac's, and running along Rymfire Drive. Actual construction plans for any utility relocations are not included in this work.

### **4.0 Construction Plans**

The construction plan set will consist of the following components with the estimated number of plan sheets in parentheses:

- Cover Sheet (1)
- Summary of Quantities/Project Directory/General Notes (1)
- Project Layout/Survey Data (under separate cover provided by City)
- Plan Sheet (1" = 40' scale) (3)
- Profile Sheet, Double Panel (1" = 40' scale) (2)
- Miscellaneous Details (1)
- Stormwater Pollution Prevention Plan (SWPPP) (1)
- Maintenance of Traffic Sheet

#### **Total of 10 sheets**

It is anticipated that maintenance of traffic (MOT) may involve phasing of the construction with lane closures. A plan sheet will include phasing details supported by notes and references to FDOT standards. Erosion control items for construction will be shown on the plan sheets.

Under this task, DRMP will compile a construction plan set (11" x 17" size) for utilization by a Contractor for construction of the proposed stormwater improvements. Construction plans will be submitted and reviewed by City personnel at the 90% and final levels of completion. DRMP will also provide estimates of construction cost with the plan submittals. DRMP will meet with City staff to discuss review comments and incorporate modifications into drawings at 90% completion.

DRMP will provide preliminary sets of the construction plans at 90% and final levels of completion to known utilities providers for the area. DRMP will coordinate with utility owners and incorporate additional information into the project design to accommodate protection or relocation of utilities by others.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
RYMFIRE DRIVE DRAINAGE IMPROVEMENTS  
GENERAL DESCRIPTION OF SERVICES**

**5.0 Permit Coordination**

Since this project involves diversion of stormwater between ditch systems, it is anticipated this project will require an Individual Environmental Resource Permit from the SJRWMD (for stormwater retrofit projects). This task includes advance coordination with SJRWMD, preparation and submittal of a permit package, and addressing up to one (1) Request for Additional Information (RAI). This task also includes the submittal of request for permit exemption from Army Corps of Engineers (ACOE). Note that no permit or exemption fees are included in this proposal.

Please note that based on the preliminary project limits, disturbed project area will exceed the one (1) acre threshold for needing an NPDES Construction General Permit for stormwater during construction. A stormwater pollution prevention plan (SWPPP) will be provided in the plan set, and the City will be responsible for submitting the Notice of Intent (NOI) to use the general permit and for following requirements under the permit.

**6.0 Project Management and QA/QC**

DRMP will attend a kick-off, progress meetings as desired by the City, and a final meeting through the course of design. Progress meetings are anticipated to occur as needed to discuss progress and resolve issues. DRMP will keep the City informed about the progress of the design with regular email, telephone calls, and monthly written progress reports.

DRMP will perform QA/QC of the design and construction plans and ensure quality deliverables to the City.

**C. DELIVERABLES**

DRMP will provide to the City the following deliverables:

1. Five (5) sets of Construction Plan Sets at 90% and final completion
2. Two (2) sets of Final Design Report
3. One (1) copy of the Construction Cost Estimate at each level of completion
4. Mailed or e-mailed copy of all external correspondence related to the project

**D. CITY RESPONSIBILITIES**

In order to conduct the scope of work outlined above, the City will provide the following:

1. City to provide topographic survey (including utility locates) of the project area.
2. City to provide separate payment of any permitting or exemption fees.
3. City to coordinate submission of a Notice of Intent (NOI) to utilize the NPDES general permit for stormwater during construction.

**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF PALM COAST  
RYMFIRE DRIVE DRAINAGE IMPROVEMENTS  
GENERAL DESCRIPTION OF SERVICES**

**E. SCHEDULE**

DRMP is prepared to begin work upon approval of this proposal and receipt of the survey CAD files. Anticipated duration for submittal of project documents at 90% completion is **four (4) months** from notice to proceed (NTP) and receipt of the complete survey CAD files. The City will provide comments from the 90% review within **10 days**. Final project documents will be provided within **two (2) months** of receipt of the 90% review. Total duration of the project is estimated at **eight (8) months** in order to allow time to secure the SJRWMD permit.

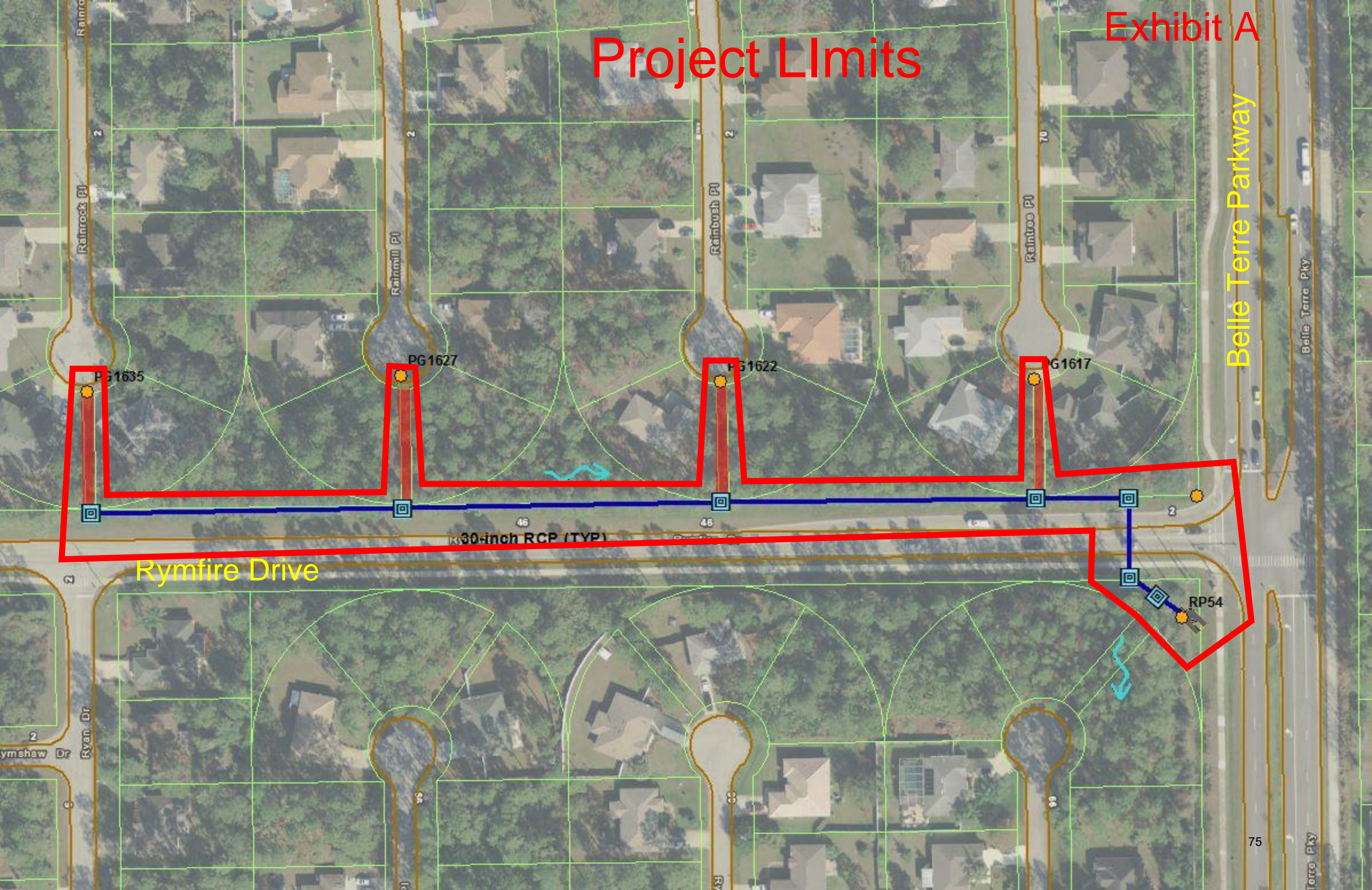
**F. COMPENSATION**

Compensation for this Scope of Work will be paid on a not-to-exceed basis, in the amount of **\$49,187.53** as detailed in **Exhibit D** with estimated manhours for each task and hourly rates of staff. The project will be invoiced to the City on a monthly basis based on manhours spent at the time of billing.



# Project Limits

Exhibit A





**PRINCIPALS**

Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
Glenn J. Lusink  
Jon S. Meadows  
Mark D. Prochak  
Mark E. Puckett  
Lawrence L. Smith, Jr.

Date: March 29, 2019

John L. Minton Jr, P.E.  
Project Manager  
**DRMP, Inc.**  
Water Resources  
941 Lake Baldwin Lane  
Orlando, FL 32814

**Subject: Subsurface Utility Engineering (SUE) services for the City of Palm Coast Rymfire Dr, Flagler County, Florida.**

**SERVICES TO BE PERFORMED**

DRMP, Inc. is submitting the following proposal for Subsurface Utility Engineering (SUE) Services on the above subject location shown in attached exhibit.

The following is our proposal:

**SCOPE OF SERVICES****TASK 1****SUBSURFACE UTILITY ENGINEERING**

DRMP will provide Subsurface Utility Engineering (SUE) services for the mapping effort of the subsurface utilities along Rymfire Dr from Ryan Dr to Belle Terre Parkway. The subsurface utility designating effort will be performed in accordance with the State of Florida Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. All work shall conform to ASCE C-1 38 -02 utilizing quality levels A and B.

DRMP will perform Underground Utility Designation of approximately four (4) utilities along Rymfire Dr from Ryan Dr to Belle Terre Parkway. Also included is designation of the southern portions of 4 cul-de-sacs and ditch lines running south to Rymfire Dr. These cul-de-sacs include, Rainrock Pl, Rainmill Pl, Rainbush Pl and Raintree Pl. Quality level "A" VVH's will be performed on the north side of Rymfire Dr, 4 at each end of project for the existing utilities. This is a total of 8 VVH's. See attached exhibit showing the limits of work. DRMP will not be providing the survey of the utilities.

***I. Quality Level B (QL B): Utility Designation***

Our staff coordinates with utility owners and begins the subsurface utility designation utilizing electromagnetic (EM) and ground penetrating radar (GPR) techniques to mark (paint or flag) underground utilities. DRMP also "Sweeps" back through the project corridor using the same techniques to identify the existence of underground utilities that were not identified in the utility research phase. During the process of the field work, DRMP takes detailed notes regarding the type, and ownership of the utilities, if known. This information is documented utilizing field sketches on a subsurface utility form. DRMP can not be held responsible for any unforeseen utilities not known to us.

**OFFICES**

Boca Raton, Florida  
Charlotte, North Carolina  
ChIPLEY, Florida  
Fort Myers, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Melbourne, Florida  
Orlando, Florida  
Panama City, Florida  
Pensacola, Florida  
Raleigh, North Carolina  
Tallahassee, Florida  
Tampa, Florida

## ***II. Quality Level A (QL A): Utility Location and Mapping (Vacuum Excavation)***

DRMP exposes and records the vertical and horizontal location of the underground utility or structure. The test hole is performed using vacuum excavation equipment. It determines the depth of the utility from existing grade and its estimated size and material. Basic maintenance of traffic is provided, including traffic cones and lane closure(s). The test hole is backfilled with the material removed, and the surface's restored to its previous condition. In pavement, the test hole is repaired with cold patch bituminous material. A survey marker is installed directly over the centerline of the utility system at grade. Finally, a test-hole report is prepared summarizing the above information. DRMP will provide up to 8 VVH's along Rymfire Dr.

### **Consultant's Responsibilities (Designating)**

DRMP will designate the approximate horizontal location of existing utilities for this project by means of surface paint markings and flags. Locating underground utilities is not an exact science. DRMP, therefore, expresses no guarantees that using one or any of the aforementioned techniques will identify all utilities. Project owner and/or any of its sub-contractors shall hold harmless and indemnify DRMP against any losses as a result of limitations within the equipment, but not against negligence on the part of DRMP or its employees. Hand digging is required in all situations when excavating within 24" of DRMP's markings. DRMP by no means guarantees or warrants these markings to be exact for any utilities and accepts no responsibility for any utility damages, down-time, delays, etc., from use of our designating services. By signing this agreement, the client accepts all liability for any claims and damages.

### **CONDITIONS – Locating of Underground Utilities for Pre-Excavation**

- **Utility Locations are provided for design purposes only, in an attempt to prevent or reduce the likelihood of damage during excavation.**
- **Areas to be surveyed with GPR must be level and free of obstructions.**
- **Results are dependent upon field conditions at the time of locating services.**
- **DRMP's inability to complete the project due to conditions outside DRMP's control does not void this contract. APWA Standards are used for marking.**
- **DRMP is not responsible for moved, altered, or obliterated marks or for maintaining marks. If marks are destroyed, DRMP may impose an additional fee to relocate / remark facilities.**
- **If underground facilities are damaged, whether marked by DRMP or not, it is your obligation to notify a representative of DRMP within 48 hours of the damage.**
- **Prior to excavation, customer is responsible for securing locations of public utilities through Sunshine State One Call of Florida (800-432-4770 or 811).**

***If City of Palm Coast desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work.***

***Reimbursable such as overnight mailings, sending electronic files, copying charges, blueprinting costs, plotting of extra drawings not covered herein, delivery, shipping, or rush charges, etc. will be billed as an Extra cost on a Time, Materials and Expense basis.***

***It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.***

*The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein. All application/impact and other fees will be paid directly to the appropriate agencies by the Client and are not included herein.*

EST. PARTY DAYS (10) HR DAYS				DAILY RATE	SURVEY COSTS					
1.7	TWO (2) Man	@		\$1,400.00		\$2,362.50				
1.1	THREE (3) Man	@		\$2,050.00		\$2,306.25				
	FOUR (4) Man	@		\$2,421.90						
SUBTOTAL--SURVEY COSTS =									\$4,668.75	
OFFICE SUPPORT:				HR RATE	OFFICE SUPPORT COSTS					
0.4	Sr PLS			\$155.00		\$65.88				
2.5	Manhours (Reg. Land Surv.)	@		\$135.00		\$337.50				
6.0	Manhours (Technician)	@		\$95.00		\$570.00				
SUBTOTAL OFFICE SUPPORT =									\$973.38	
OVERNIGHT TRAVEL/EXPENSES (See Itemization below)										
TOTAL SURVEY COSTS									\$5,642.13	

We sincerely appreciate this opportunity to provide professional services for this project. DRMP will add this project to the field schedule immediately upon Notice to Proceed (NTP). If you have any questions regarding this proposal, please feel free to contact me.

Sincerely,  
**DRMP, Inc.**



03/29/2019  
**David Sullivan CST IV**      **Date**  
 SUE Manager

• **YOUR TICKET NUMBER IS 087911987.**

---

RYMFIRE DR

Ticket : 087911987 Rev:000 Taken: 03/28/19 16:09ET

State: FL Cnty: FLAGLER GeoPlace: PALM COAST

CallerPlace: PALM COAST

Subdivision:

Address :

Street : RYMFIRE DR

Cross 1 : RYAN DR

Within 1/4 mile: Y

Cross 2 : BELLE TERRE PKWY

Locat: DESIGN TICKET ONLY. LOOKING FOR INFO ON BURIED UTILITIES ALONG  
RYMFIRE

DR FROM RYAN DR TO BELLE TERRE PARKWAY

:

Remarks : DESIGN TICKET ONLY. LOOKING FOR INFO ON BURIED UTILITIES ALONG  
RYMFIRE DR FROM RYAN DR TO BELLE TERRE PARKWAY

IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOCOF PROVIDES THE ORIGINATOR  
OF

THE DESIGN TICKET WITH A LIST OF SSOCOF MEMBERS IN THE VICINITY OF  
THE

DESIGN PROJECT. SSOCOF DOES NOT NOTIFY SSOCOF MEMBERS OF THE  
RECEIPT BY

SSOCOF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE  
DESIGN

ENGINEER TO CONTACT SSOCOF MEMBERS TO REQUEST INFORMATION ABOUT THE  
LOCATION OF SSOCOF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A  
DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556,  
FLORIDA

STATUTES, TO NOTIFY SSOCOF OF AN INTENT TO EXCAVATE OR DEMOLISH.  
THAT

INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOCOF IN THE MANNER  
REQUIRED BY

LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN  
TICKET

NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR  
DESIGN

REQUEST. THE DESIGN TICKET CAN BE REFERENCED , AND THE INFORMATION  
ON IT

CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.

\*\*\* LOOKUP BY BETWEEN \*\*\*

:

Grids : 2930C8113A 2930C8113B 2930C8113C 2930C8113D 2930C8114D

Work date: 03/28/19 Time: 16:13ET Hrs notc: 000 Category: 6 Duration: 02  
DAYS

Due Date : 04/01/19 Time: 23:59ET Exp Date : 04/29/19 Time: 23:59ET

Work type: SURVEY Boring: N White-lined: N

Ug/Oh/Both: U Machinery: N Depth: 0 Permits: N N/A

Done for : CITY OF PALM COAST

Company : DRMP INC Type: OTHR

Co addr : 941 LAKE BALDWIN LN  
 City : ORLANDO State: FL Zip: 32814  
 Caller : DAVE SULLIVAN Phone: 407-896-0594  
 BestTime: 8-5  
 Email : DSULLIVAN@DRMP.COM

Submitted: 03/28/19 16:09ET Oper: DAV Chan: WEB  
 Mbrs : FPLFLA PC1641 PCC833 PCU338 SB2186 SBF02 SL1086

Service Area Code	Service Area Name	Contact	Phone Numbers	Utility Type
FPLFLA	FLORIDA POWER & LIGHT--FLAGLER	JOEL BRAY	Day: (386) 586 - 6403	ELECTRIC
PC1641	CITY OF PALM COAST	JAMES MAJCEN	Day: (386) 986 - 4752 Alt: (386) 931 - 4706	FIBER
PCC833	CHARTER COMMUNICATIONS	KEVIN GALBREATH	Day: (813) 684 - 6100	CATV
PCU338	CITY OF PALM COAST UTILITY DEPARTMENT	GEMSTONE CONTRACTORS INC	Day: (386) 864 - 0287 Alt: (386) 569 - 1832	WATER, SEWER
SBF02	A T & T/ DISTRIBUTION	DINO FARRUGGIO	Day: (561) 997 - 0240	TELEPHONE
SL1086	UNITI FIBER LLC	D J MCAULEY	Day: (251) 259 - 0807	FIBER





# UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences  
Geophysical Services • Construction Materials Testing • Threshold Inspection  
Building Inspection • Plan Review • Building Code Administration

## LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Kissimmee
- Leesburg
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

March 28, 2019

Mr. John Minton Jr., P.E., CFM  
DRMP, Inc.  
941 Lake Baldwin Lane  
Orlando, Florida, 32814

Reference: **PROPOSAL FOR GEOTECHNICAL EVALUATION**  
***Rymfire Drive Drainage Improvements***  
***Palm Coast, Flagler County, Florida***  
**UES Proposal No. 2019D-309**  
**UES Opportunity No. 0430.0319.00033**

Dear Mr. Minton,

Universal Engineering Sciences (UES) appreciates the opportunity to submit a proposal for geotechnical engineering services for the above referenced project in Palm Coast, Florida.

## PROJECT INFORMATION

Project information has been provided to us during correspondence with you. We were provided with a site plan indicating the project limits. It is our understanding the project will span approximately 1,100 linear feet along Rymfire Drive and will consist of installing underground utilities that are proposed to bear approximately 10 feet or less below existing grade. We also understand that the existing pavement will need to be evaluated.

## SCOPE OF SERVICES

As requested, we will perform five (5) Standard Penetration Test (SPT) borings to approximately 15 feet each below existing grade within the proposed utility installation areas. We will also perform two (2) cores within the existing roadway. The SPT borings will be performed in accordance with ASTM D-1586.

The data obtained from our field and laboratory investigation will be evaluated to provide the following information and recommendations:

- General soil stratigraphy;
- Current water table and estimation of normal seasonal high groundwater level;
- Presence or lack of marginal soils;
- Roadway core analysis; and
- General underground utility design recommendations;

UES Proposal No. 2019D-309  
March 28, 2019

**AUTHORIZATION AND FEES**

We would be able to begin field work within two weeks of authorization and a final report would be complete within the approximately two weeks of completed field.

We will perform the proposed work for a lump sum fee of \$2,400.00. To initiate our services, please sign and return a copy of the attached Proposal Acceptance/Work Authorization form.

We appreciate the opportunity to offer our services and look forward to working with you on this project. Please feel free to call us with any questions at your convenience at (386) 756-1105.

Respectfully submitted,

**UNIVERSAL ENGINEERING SCIENCES**

Cody Wilson  
Project Manager



Brian C. Pohl, P.E.  
Branch Manager

**Attachments**

CW/BCP/cme



**Exhibit D  
City of Palm Coast  
Rymfire Drive Drainage Improvements  
Professional Engineering Services  
Compensation Breakdown**

**DRMP Salary Cost**

Title/Job Description	Department Manager II Hours	Senior Project Manager Hours	GIS Analyst III Hours	Engineer II Hours	Administrative Support II Hours	Line Item Hours	Line Item Costs
Personnel Hourly Rate	\$210.00	\$150.00	\$120.00	\$90.00	\$65.00		
<b><u>Element and Task Descriptions</u></b>							
1.0 Data Collection							
1.1 Subsurface Utilities Engineering (SUE)	See attached fee breakdown						\$5,642.13
1.2 Geotechnical Investigation	See attached fee breakdown						\$2,400.00
2.0 Final Design with Report	2	6	12	20	4	44	\$4,820.00
3.0 Utility Coordination	0	4	0	18	14	36	\$3,130.00
4.0 Construction Plans	4	12	20	98	0	134	\$13,860.00
5.0 Maintenance of Traffic Plan	0	2	0	22	0	24	\$2,280.00
6.0 Permit Coordination	4	16	0	56	4	80	\$8,540.00
7.0 Project Management and QA/QC	38	0	0	0	0	38	\$8,013.60
Total Hours	48	40	32	214	22		
Total Costs by Category	\$10,113.60	\$6,000.00	\$3,840.00	\$19,260.00	\$1,430.00		
DRMP Salary Cost						356	\$48,685.73

**DRMP Reimbursables**

Description	Unit Cost	No.	Cost	Notes
Mileage	\$ 0.55	680	\$ 374.00	per mile, estimated 4 trips
Xerox - 11x17 Plans	\$ 0.45	160	\$ 72.00	estimated 16 sets
Xerox - 8.5x11 Color	\$ 0.31	180	\$ 55.80	estimated 6 sets
Reimbursable Cost			\$ 501.80	

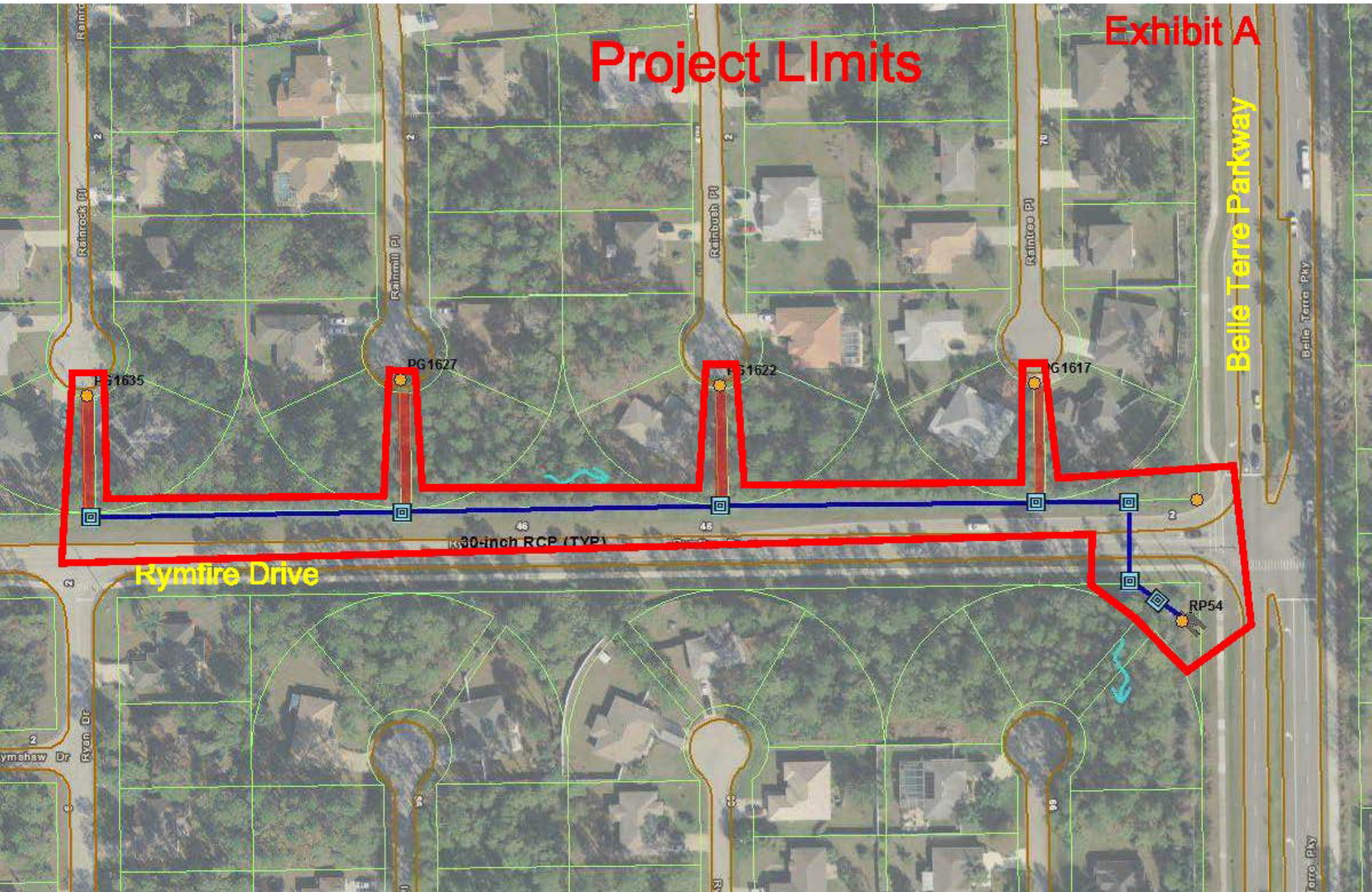
**Total Fee Computations**

DRMP Salary NTE Cost	\$48,685.73
Reimbursable Cost	\$501.80
<b>Total Cost</b>	<b>\$49,187.53</b>



# Project Limits

Exhibit A







# STORMWATER & ENGINEERING DEPARTMENT

Enhanced Program

K-6 WEIR/SMITH TRAIL & E, F, & R - Sections

City Council Workshop  
Tuesday, May 28<sup>th</sup> 2019





# K-6 WEIR/SMITH TRAIL STORMWATER IMPROVEMENTS





# K-6/Smith Drive Project Objectives



- Replace existing infrastructure that is currently in disrepair and indicating signs of potential structural failure
- Improve conveyance
- Improve/increase potential for flood protection/control
- Harden infrastructure and increase design life by replacing existing metal pipes with reinforced concrete structures
- Provide remote monitoring and control capabilities (SCADA)



# E-SECTION STORMWATER IMPROVEMENTS



## Project Objectives:

- Improve conveyance, capacity, & water quality in Eisenhower and Easthampton Waterways
- Improve level of performance for swale system within E-Section Drainage Basin





# F-SECTION STORMWATER IMPROVEMENTS



## Project Objectives:

- Develop Surface water model for 405-acre drainage basin
- Determine recommendations for improvements to existing ditches and culvert crossings
- Develop plans/recommendations for improving level of service for neighbourhood swales

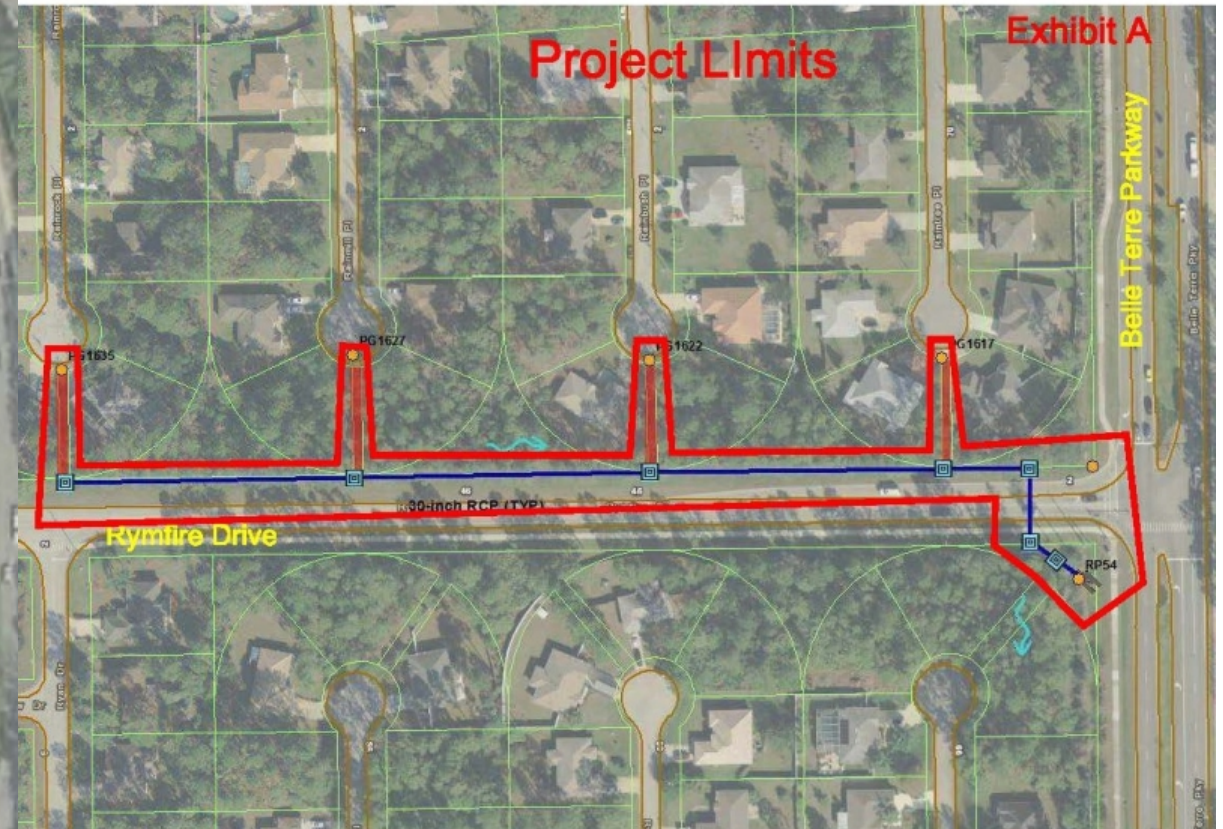




# R-SECTION/RYM FIRE STORMWATER IMPROVEMENTS



*Existing Conditions*



*Proposed Improvements*



# R-Section/Rymfire Project Objectives



- Improve conveyance from four cul-de-sacs north side of Rymfire Drive
- Reduce potential for flooding in cul-de-sacs
- Improve conveyance for swale system on Rainrock, Rainmill, Rainbush, Raintree Drives
- Provide secondary/backup system in the event cul-de-sac and/or Rymfire swales become blocked by debris or vegetation



# Project Schedule & Budget

- Complete preparation of design, permitting, and construction documents for K-6 & Smith Trail in FY19 – Begin Construction January 2020
- Complete design, permitting, and construction documents for R-Section in Q1 of FY20 – Solicit bids/begin construction in Q2 FY20
- Develop concepts, cost estimates, and strategies for improving drainage in F-Section during Q4 of FY19 and Q1 of FY20
- Complete design, permitting, and preparation of construction documents for E-Section Q2 of FY20 – Issue for bids in Q3 of FY20
- Design and permitting costs are within FY19 approved stormwater budget
  - K-6/Smith Trail Design & Permitting: \$101,746
  - R-Section/Rymfire Design & Permitting: \$38,207
  - F-Section Conceptual Design: \$33,012
  - E-Section Design & Permitting: \$180,000







**QUESTIONS?**



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 05/28/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$128,234.00
<b>Item Key</b>		<b>Account</b>	54205509-63000-55001
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH GAI CONSULTANTS, INC. FOR THE DESIGN AND CONSTRUCTION SERVICES FOR REPLACEMENT OF THE SURFACE WATER CONTROL STRUCTURES/ROAD CROSSING KNOWN AS K-6		
<b>Background :</b> The Surface Water Control Structure (SWCS) and Road Crossing both known as K-6 are located along Smith Trail near the intersection of Seaman Trail E and Smith Trail and are currently two separate facilities. The intent of the project is to combine the two structures to function as one. The SWCS K-6 weir itself has been repaired several times in the past and is relatively inaccessible for maintenance and construction activities. The nearby culvert crossing, also named K-6, consists of corrugated metal pipes that have received several repairs in the past... mainly due to the fact that they have been in the ground 40-50 years and are at the end of their expected life span. Reconstruction of these facilities will improve access for maintenance, reduce potential for flooding or overtopping of roadway during severe storm events, provide greater control of surface water elevations, protect downstream infrastructure, reduce erosion, and provide greater structural integrity.  City staff negotiated a scope and lump sum fee of \$101,746.00 for Design services, and an hourly-based fee not to exceed \$26,488.00 for Construction services with GAI Consultants, Inc. City staff has determined that the cost for the design services are reasonable and fair and are consistent with these types of services for a project of this size and scope. Funds for this project have been budgeted for out of FY 2019 control structure replacement account.			
SOURCE OF FUNDS WORKSHEET FY 19			
IMPR-Control Structure Replacement		54205509-063000-55001	\$ 720,000.00
Total Expended/Encumbered to Date.....			\$ 7,625.81
Pending Work Orders/Contracts.....			\$ 128,234.00
<b>Balance.....</b>			<b>\$ 584,140.19</b>
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving a work order with GAI Consultants, Inc. for design and construction services for replacement of the surface water control structures/road crossing known as K-6.			

**RESOLUTION 2019-\_\_\_\_\_**  
**REPLACEMENT OF K/6 WATER CONTROL STRUCTURE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH GIA CONSULTANTS, INC., FOR DESIGN AND CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE SURFACE WATER CONTROL STRUCTURES/ROAD CROSSING KNOWN AS K-6; 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**, GIA Consultants, Inc., has expressed a desire to provide design and construction services for the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires for GIA Consultants 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 GIA Consultants 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 4<sup>th</sup> day of June 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit “A” – WO with GIA Consultants, Inc.

Approved as to form and legality

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



Jacksonville Office  
1301 Riverplace Boulevard  
Suite 900  
Jacksonville, Florida 32207

T 904.363.1110

April 26, 2019

GAI Project No. P181051.02

Mr. Carmelo Morales, P.E.  
Stormwater Engineer  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

**Proposal for Professional Services  
K-6/Smith Trail Stormwater Control Structure Replacement – Bidding and Construction Services  
Palm Coast, Florida**

Dear Mr. Morales:

Transmitted herewith is GAI's proposal for professional engineering services to provide bidding services and services during construction for the replacement of the existing K-6/Smith Trail stormwater control structure.

Please do not hesitate to contact me directly at 772-519-0660 if you have any questions or wish to discuss this Proposal. GAI's performance of this Scope of Services will be governed by the existing Terms and Conditions between GAI Consultants, Inc. and the City.

Sincerely,

**GAI Consultants, Inc.**

Kathy Leo, P.E.  
Vice President

Jill Grimaldi, BCES  
Assistant Environmental Director

JG/JJA/KSL/jjl

cc: Mike Peel, City of Palm Coast  
Bob Baxter, GAI Consultants, Inc.



## SCOPE OF WORK

The City of Palm Coast (City) previously authorized GAI Consultants, Inc. (GAI) to provide design services related to the replacement of surface water control structure (SWCS) K-6/ Smith Trail and the roadway crossing under the Smith Trail roadway. The previous authorization was intended to prepare a bid package for the replacement project, including:

- Removal of the existing triple 66-inch corrugated metal pipes (CMP) within the Seminole Waterway and replacement with a new concrete culvert;
- Replacement of road crossing under Smith Trail;
- Demolition of existing weir (K-6);
- Replacement of K-6 as standalone structure accessible from Smith Trail (or drop structure); and
- Roadway improvements/restoration including shoulder.

The following Scope of Services provides for assistance during bidding and oversight/construction administration during the construction phase.

## Scope of Services

Based on GAI Consultants, Inc.'s (GAI) understanding of the project requirements/criteria provided to date by the City, GAI will perform the following described Scope of Services:

### Task 1 Bidding Services

#### Subtask 1.1 Pre-Bid Meeting

GAI will prepare for and participate in a mandatory pre-bid meeting with potential bidders at the City's location of choice. GAI will also participate in a site visit immediately following the pre-bid meeting. Meeting minutes will be prepared and distributed via addendum within 2 days of the pre-bid meeting.

#### Subtask 1.2 Response to Requests for Additional Information (RFI)/Clarification and Preparation of Addenda

During the advertisement period, GAI will address RFIs and/or requests for clarification at the request of the City's Purchasing Dept. As needed, GAI will prepare written responses to RFIs, prepare addenda (if needed), and generally support the Purchasing Dept., with needs prior to bid opening.

#### Subtask 1.3 Review of Bids/Recommendation of Award

Upon bid opening, GAI will review the bids received relative to the Engineer's Opinion of Probable Construction Cost (OPCC) prepared at the 60 percent design milestone, will evaluate the bids for completeness and accuracy, will verify references, and will prepare a recommendation of award based on the review. It is anticipated that City staff will prepare the agenda item for City Council approval and make presentation to the Council, if needed. No services are included for GAI to prepare or present City Council items. It is also anticipated that the City's purchasing agent will assemble conformed contract documents upon award of contract.

### Task 2 Services during Construction

#### Subtask 2.1 Construction Kickoff Meeting

GAI will prepare for and participate in a construction kickoff meeting with the City and contractor to review contract expectations, schedule, procedures, communications, etc. GAI's project manager and project engineer will attend. GAI will prepare meeting minutes for distribution within five (5) business days of the kickoff meeting.

#### Subtask 2.2 Review Shop drawings, RFIs and Requests for Clarification

GAI will review shop drawings submitted by the contractor in accordance with the conformed contract documents and specifications. GAI will maintain a submittal log, a copy of which will be provided to the

City periodically during shop drawing reviews, to track review progress and expedite reviews. In addition, GAI will respond to up to four (4) requests for clarification/information (total) during construction.

### Subtask 2.3 Change Orders and Pay Applications

GAI will address change order requests submitted by the contractor, if any, during construction. Responses to these requests will be coordinated with City staff prior to any final action that may affect project costs, schedule, overall intent or quality of the project.

GAI will also review monthly pay applications submitted by the contractor for alignment with construction progress, materials stored on site/installed, and any documented and approved delays. GAI will prepare a recommendation of payment for the City to accompany each pay application once reviewed. The contractor's final pay application, including release for retainage, will include review of documentation of releases of liens, punch list completion, and functional testing of the control equipment.

### Subtask 2.4 Construction Oversight

GAI will provide construction oversight via a part-time resident project representative (RPR) for an average of 2 hours per week, as dictated by construction milestones, over the 12-week construction schedule. RPR will visually inspect all buried components prior to backfilling, witness any all compaction tests and any other components of the project that reasonably require visual confirmation/oversite during demolition. RPR will prepare daily field logs for record keeping purposes. The daily logs and regular communication with the RPR will assist with preparation of the permit certifications during project closeout. Copies of all daily field logs will be provided to City upon project completion. RPR will also maintain a photo log of construction activities.

GAI will prepare a punch list during the substantial completion inspection and will conduct one follow up inspection to confirm all items are addressed (at final completion). Upon final completion, GAI will review the as-built survey (to be provided by contractor) to serve as record drawings for the project.

### Subtask 2.4 Bi-Weekly Progress Meetings

GAI will prepare for and participate in bi-weekly progress meetings (up to 6) with the contractor and the City throughout the 12-week duration of construction. Progress meetings will be held on site or in the City's office, depending on the agenda for the given month. GAI will prepare an agenda, schedule update (to be provided by contractor), submittal log update, a summary of work completed in the month prior as well as a forecast of upcoming work over the next 2-week period.

## Schedule

GAI will begin work immediately upon receipt of the Notice-to-Proceed. The following are key milestone target completion dates:

Final Bid Package to City Procurement	August 14, 2019 <b>(completed under and dependent on prior authorization)</b>
City Procurement to Pre-Qualify	August 21 through September 18, 2019
Advertise	September 25, 2019
Bid Opening	October 24, 2019
<b>Award of Contract at October 29, 2019 Council Meeting</b>	
Notice of Award to Contractor	November 1, 2019
Commence Construction	January 6, 2020
Construction Complete (12 weeks)	March 27, 2019
Project Closeout	April 24, 2020

## Compensation

GAI will provide the services described herein for a lump sum total fee of \$26,488, as detailed in **Table 1**, below. A breakdown of man-hours by task is provided in **Table 2**.

**Table 1**  
**Cost Detail by Task**

Task	Description	Lump Sum Total
<b>Task 1</b>	<b>Bidding Services</b>	<b>\$ 4,340</b>
<i>Subtask 5.1</i>	<i>Pre-Bid Meeting</i>	\$ 1,755
<i>Subtask 5.2</i>	<i>RFIs/Addenda</i>	\$ 2,135
<i>Subtask 5.3</i>	<i>Review of Bids/Recommendation of Award</i>	\$ 450
<b>Task 2</b>	<b>Services During Construction</b>	<b>\$ 22,148</b>
<i>Subtask 2.1</i>	<i>Pre-Construction Kickoff Meeting</i>	\$ 2,473
<i>Subtask 2.2</i>	<i>Shop Drawing Review</i>	\$ 3,916
<i>Subtask 2.3</i>	<i>Change Orders and Pay Applications (3)</i>	\$ 3,139
<i>Subtask 2.4</i>	<i>Construction Oversight (2 hrs/wk x 12)</i>	\$ 6,470
<i>Subtask 2.5</i>	<i>Bi-weekly Progress Meetings (6)</i>	\$ 6,150
<b>TOTAL</b>		<b>\$ 26,488</b>

Table 2  
Labor Detail by Task

Task		Labor Category					Total Labor	ODCs	Lump Sum Total
		Senior Project Manager	Senior Project Scientist	Senior Project Engineer	Senior Technical Leader	Project Administration			
		\$ 203	\$ 225	\$ 150	\$ 170	\$ 78			
Task 1	Bidding Services	4	10	4	4	0	\$ 4,340	\$ -	\$ 4,340
Subtask 5.1	Pre-Bid Meeting	2	6	0	0	0	\$ 1,755	\$ -	\$ 1,755
Subtask 5.2	RFIs/Addenda	2	2	4	4	0	\$ 2,135	\$ -	\$ 2,135
Subtask 5.3	Review of Bids/Recommendation of Award	0	2	0	0	0	\$ 450	\$ -	\$ 450
Task 2	Services During Construction	44	24	18	26	6	\$ 21,898.18	\$ 250	\$ 22,148
Subtask 2.1	Pre-Construction Kickoff Meeting	2	6	2	2	1	\$ 2,473	\$ -	\$ 2,473
Subtask 2.2	Shop Drawing Review	0	0	16	8	2	\$ 3,916	\$ -	\$ 3,916
Subtask 2.3	Change Orders and Pay Applications (3)	6	6	0	2	3	\$ 3,139	\$ -	\$ 3,139
Subtask 2.4	Construction Oversight (2 hrs/wk x 12)	24	0	0	8	0	\$ 6,220	\$ 250	\$ 6,470
Subtask 2.5	Bi-weekly Progress Meetings (6)	12	12	0	6	0	\$ 6,150	\$ -	\$ 6,150
TOTAL		48	34	22	30	6	\$ 26,238	250	\$ 26,488

## **Payment**

GAI will prepare invoices monthly based on a percent complete and payment will be due within thirty (30) days of the date of the invoice. All other payment terms shall be in accordance with Master Contract.

## **Assumptions and Understandings**

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) will be available to GAI personnel in a timely manner.
2. Client has provided all available information pertinent to GAI's scope of services.
3. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
4. Construction services not to exceed 12 weeks without additional authorization (with construction oversight limited to 24 total hours).





Jacksonville Office  
1301 Riverplace Boulevard  
Suite 900  
Jacksonville, Florida 32207

T 904.363.1110

April 29, 2019

GAI Project No. P181051.01

Mr. Carmelo Morales, P.E.  
Stormwater Engineer  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

**Proposal for Professional Services  
K-6/Smith Trail Stormwater Control Structure Replacement  
Palm Coast, Florida**

Dear Mr. Morales:

Transmitted herewith is GAI's proposal for professional engineering services related to the replacement of the existing K-6/Smith Trail stormwater control structure, including new remote controls, roadway crossing, and relocation of the structure closer to the Smith Trail roadway for ease of access and maintenance activities. The attached Scope of Services provides for design and permitting of the project, through preparation of a bid package. Bidding services and general services during construction will be provided under separate authorization.

Please do not hesitate to contact Jill Grimaldi directly at 772-519-0660 or Kathy Leo at 321-436-8175, if you have any questions or wish to discuss this Proposal. GAI's performance of this Scope of Services will be governed by the existing Terms and Conditions between GAI Consultants, Inc. and the City.

Sincerely,

**GAI Consultants, Inc.**

Kathy Leo, P.E.  
Vice President

Jill Grimaldi, BCES  
Assistant Environmental Director

JG/JJA/KSL/snr/jjl

cc: Mike Peel, City of Palm Coast  
Bob Baxter, GAI Consultants, Inc.

## SCOPE OF WORK

The City of Palm Coast (City) has requested engineering services to replace surface water control structure (SWCS) K-6/ Smith Trail and the roadway crossing under the Smith Trail roadway. The project is located on the Seminole Waterway and consists of the following:

- Removal of the existing triple 66-inch corrugated metal pipes (CMP) and replacement with a new concrete culvert;
- Replacement of road crossing under Smith Trail;
- Demolition of existing weir (K-6);
- Replacement of K-6 as standalone structure accessible from Smith Trail (or drop structure);
- Roadway improvements/restoration including shoulder;
- Survey;
- Geotechnical evaluation;
- Review of historical stormwater modeling/design flow; and
- Project Management is included within each respective task below.

## Scope of Services

Based on GAI Consultants, Inc.'s (GAI) understanding of the project requirements/criteria provided to date by the City, GAI will perform the following described Scope of Services:

### Task 1 Kickoff Meeting

Within 5 days of receipt of the Notice to Proceed, GAI will prepare for and participate in a kickoff meeting with City staff to clearly establish the project objectives, detailed schedule, understanding and the basis of design. GAI will memorialize the discussions in meeting minutes to be distributed electronically within 2 days of kickoff meeting.

### Task 2 Data Collection/Evaluation and Field Investigation

GAI will review the information previously provided by the City, the additional information requested in Subtask 2.1, and the survey/geotechnical information collected in the field investigation (as detailed in Subtasks 2.2 and 2.3, below) for use in preparing the bid documents.

#### Task 2.1 Data Collection

GAI will prepare a data request of information that is critical to the design of the replacement equipment. Information to be requested may include historical design documents/information, existing permit information, historical survey data (to be confirmed via new survey and LIDAR) and available drainage modeling. In addition, GAI will request data related to the upcoming water line and power line projects in the vicinity for coordination purposes. GAI understands that a stormwater model is currently being developed as part of the City's Master Plan project, and modeling information may be available for use by GAI on this project (even if not complete for the entire City). The City has already provided a copy of the original design model from the 1960s (estimated) that established the design base flow for the canal. GAI will utilize the design model and any information available from the Master Plan model to determine impacts, if any, for the changes to the weir structure. No new modeling is included in this scope of services.

#### Task 2.2 Geotechnical Evaluation

GAI will enlist a fully qualified geotechnical engineering subconsultant to perform the required geotechnical evaluation. Due to accessibility constraints, lane closure will be required for drilling operations. This evaluation will include performing two (2), 30-foot deep Standard Penetration Test (SPT) borings in the proposed culvert replacement headwall location. SPT will be performed continuously in the upper 10-feet of each boring and on 5-foot centers after that to the bottom of the borings. Each recovered soil sample will be visually classified in the field and a geologic log prepared for the soil borings.

Groundwater depth and any unusual subsurface conditions will be recorded on the boring logs. Representative portions of the recovered soil samples from the borings will be sealed and packaged for transportation to the subconsultant's laboratory for a more detailed analysis, as required. All soil samples will be classified in general accordance with ASTM D 2487 (Standard Classification of Soils for Engineering Purposes Unified Soil Classification System) guidelines.

This task assumes that there is no hazardous materials contamination at the site, that there are no major utility lines crossing the subject site and no existing septic systems in the vicinity of the borings.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. This task does include limited site clean-up including backfilling the boreholes with sand for safety considerations. Minimum restoration services (i.e. sod reparation, filling minor wheel ruts, etc.) will be included. Every effort will be made to minimize disturbances and damages; any repairs needed beyond those of minimal nature will be coordinated with City staff.

At the completion of the field and laboratory testing services, the subconsultant will prepare a geotechnical report under the direction of a registered professional engineer who specializes in geotechnical engineering consulting. The report shall contain the following information, at a minimum:

- Soil boring logs and classifications
- Existing groundwater levels and estimated seasonal high groundwater levels at the boring locations
- Recommendations for retaining wall design consisting of soil parameters.
- Recommendations for culvert installation and site preparation including excavation, and dewatering.

A PDF of the final geotechnical report will be provided to the City for record keeping purposes. The report will also be incorporated as an attachment to the bid package.

### **Task 2.3 Site Survey**

GAI will utilize LIDAR and as-built survey data to determine side slope and top of bank restoration for the section of the canal where the existing structure is removed. GAI anticipates that additional survey will be required to confirm locations and elevations for the new structure. GAI will perform a survey of the proposed weir location (including firm bottom elevation, top of bank, cross section, etc.) for use as a basis of design, as well as survey of the roadway (crown, edge of pavement, profile (if needed), etc.). As-built survey of the restored canal section (post demolition of existing structure), the new weir, and the restored roadway will be the responsibility of the contractor upon completion of construction. Services related to post-construction survey are not included in this Scope of Services. This task assumes two days of field activities for a 2-man crew will be required, as well as a full day of drafting to produce the survey sheet(s) and review by GAI's Professional Surveyor and Mapper (PSM).

### **Task 3 Design Services**

GAI will utilize the information in Task 2 to serve as the basis of design for the K-6 replacement. The design of the new weir structure will include a primary spillway, electronically controlled gate structure (utilizing vendor drawings for inclusion in the submittal), concrete replacement structures (either as a standalone or drop structure, to be determined at kickoff meeting in Task 1), demolition of the existing structure, and design details for a new crossing under Smith Trail. The project design documents will be prepared in accordance with the Florida Department of Transportation manuals and guidelines, the City of Palm Coast Land Development Code and all applicable regulatory requirements. The structure will be designed for the 25-year, 24-hour storm event and the overflow structure will carry a 100-year, 24-hour storm event. The design documents will also address the Maintenance of Traffic (MOT) plan required for the temporary road closure during construction with general direction and actual MOT plans to be submitted by contractor.

It is our understanding there may be other on-going projects with utilities in the area that will not have any impact to the development of drawings for the K-6 project.

### Subtask 3.1 30% Design

GAI will prepare 30% design plans (30% deliverable will not include technical specifications or the City's front-end/Division 1 documents). GAI anticipates involvement from structural, geotechnical, and drainage engineering disciplines. The project specifications will utilize AIA Document A201-1997 General Conditions of the Contract for Construction. GAI will provide two hardcopies of the plan set for the 30 % review by the City, as well as an electronic (PDF) file. GAI will conduct a technical review committee (TRC) meeting with City staff to review comments. Meeting minutes will be prepared and distributed within 5 business days of the TRC.

### Subtask 3.2 60% Design

GAI will incorporate comments received during the 30% TRC meeting into an updated 60% set of design documents, including technical specifications (Division 1/front-end documents will not be included at this milestone). GAI will provide two hardcopies of the specifications and two full-sized sets of plans for the 60% review, as well as an electronic (PDF) file. GAI will conduct a TRC meeting with City staff to review comments. Meeting minutes will be prepared and distributed within 5 business days of the TRC. An engineer's opinion of probable construction cost (OPCC) will be provided at the 60% design milestone.

### Subtask 3.3 90% Design

GAI will incorporate comments received during the 60% TRC meeting into an updated 90% set of design documents, including technical specifications and Division 1/front-end documents (to be provided by City procurement department for GAI to tailor to project requirements). GAI will provide the 90% documents to the City via PDF for final review and approval prior to finalizing the bid set of plans.

### Subtask 3.4 100% Design and Bid Package

GAI will convert the 90% design documents to a final set of biddable plans and specifications, incorporating final review comments from the City on the 90% deliverable. GAI's project manager will coordinate with the City's purchasing agent to assist with final preparation of the Division 0 and Division 1 specification sections. GAI will provide a high-quality PDF file of plans and specifications suitable for advertisement (by the City) through the City's Bonfire purchasing portal.

## Task 4 Permitting

Based on the City's past experiences, this project is likely to require only minor ERP permitting. GAI will coordinate and participate in (via conference call) a SJRWMD pre-application meeting to discuss the details of the project. GAI will then prepare the permit application for obtaining an ERP from SJRWMD, including supporting documentation. This task will allow for response to up to 1 request for additional information (RAI). Additional RAI's, not directly related to insufficiencies in GAI's previous response, may require additional services via amendment or separate authorization. The permit application fee will be the responsibility of the City.

GAI will also provide a 100 percent plan and specification set for the City's use in routing through for the City's permit review process (no additional services are included for obtaining City permits).

## Schedule

GAI will begin work immediately upon receipt of the Notice-to-Proceed. The following are key milestone target completion dates:

Award of Contract	May 15, 2019
Kickoff Meeting	May 17, 2019
30 % Plans to City for Review	June 14, 2019
60 % Plans and Specifications	July 12, 2019
90 % Plans and Specifications	July 26, 2019



Final Bid Package to City Procurement	August 14, 2019
*City Procurement to Pre-Qualify	August 21 through September 18, 2019
*Advertise	September 25, 2019
*Bid Opening	October 24, 2019
<b>*Award of Contract at October 29, 2019 Council Meeting</b>	
*Notice of Award to Contractor	November 1, 2-019
*Commence Construction	January 6, 2020
*Construction Complete (12 weeks)	March 27, 2019
*Project Closeout	April 24, 2020

*\*Bidding and construction services not included in this Scope of Services; schedule included for informational purposes only.*

## Compensation

GAI will provide the services described herein for a lump sum total fee of \$101,746, as detailed in **Table 1**, below. A breakdown of man-hours by task is provided in **Table 2**.

**Table 1**  
**Cost Detail by Task**

<b>Task</b>	<b>Description</b>	<b>Lump Sum Fee</b>
<b>Task 1</b>	<b>Kickoff Meeting</b>	<b>\$ 2,033</b>
<b>Task 2</b>	<b>Data Collection/Evaluation and Field Investigation</b>	<b>\$ 12,190</b>
<i>Subtask 2.1</i>	<i>Data Collection/Evaluation</i>	<i>\$ 3,950</i>
<i>Subtask 2.2</i>	<i>Geotechnical Evaluation</i>	<i>\$ 2,850</i>
<i>Subtask 2.3</i>	<i>Site Survey</i>	<i>\$ 5,390</i>
<b>Task 3</b>	<b>Design Services</b>	<b>\$ 80,790</b>
<i>Subtask 3.1</i>	<i>30% Design</i>	<i>\$ 23,820</i>
<i>Subtask 3.2</i>	<i>60% Plans and Specifications</i>	<i>\$ 30,008</i>
<i>Subtask 3.3</i>	<i>90% Plans and Specifications</i>	<i>\$ 21,968</i>
<i>Subtask 3.4</i>	<i>100% Design and Bid Package</i>	<i>\$ 4,794</i>
<b>Task 4</b>	<b>Permitting</b>	<b>\$ 6,732</b>
<b>TOTAL</b>		<b>\$ 101,746</b>

Table 2  
Labor Detail by Task

Task	Description	Sr. Engineering Director (QA/QC)	Senior Project Manager	Senior Project Scientist	Senior Project Engineer	Senior Lead Designer	Project Engineer (Storm)	Senior Technical Leader (Structural)	Project Engineer (Structural)	Designer (Structural)	Survey Crew (2-man)	Prof Surveyor	Senior CAD Operator	Project Administration	Labor Subtotal	Reimburs. Exp.	Subs	Total Fee
		\$ 265	\$ 203	\$ 225	\$ 150	\$ 115	\$ 127	\$ 170	\$ 127	\$ 90	\$ 160	\$ 190	\$ 90	\$ 78				
Task 1	Kickoff Meeting	0	2	2	0	0	0	0	0	0	0	0	0	1	\$ 1,833	\$ 200		\$ 2,033
Task 2	Data Collection/Evaluation and Field Investigation	0	8	8	8	2	0	0	0	0	18	6	8	0	\$ 9,590	\$ 200	\$ 2,400	\$ 12,190
Subtask 2.1	Data Collection/Evaluation	0	8	4	8	2	0	0	0	0	0	0	0	0	\$ 3,950	\$ -	\$ -	\$ 3,950
Subtask 2.2	Geotechnical Evaluation	0	0	2	0	0	0	0	0	0	0	0	0	0	\$ 450	\$ -	\$ 2,400	\$ 2,850
Subtask 2.3	Site Survey	0	0	2	0	0	0	0	0	0	18	6	8		\$ 5,190	\$ 200	\$ -	\$ 5,390
Task 3	Design Services	12	74	52	120	72	28	46	64	48	0	0	0	8	\$ 80,590	\$ 200	\$ -	\$ 80,790
Subtask 3.1	30 Percent Design	4	18	16	32	32	12	12	16	16	0	0	0	0	\$ 23,820	\$ -	\$ -	\$ 23,820
Subtask 3.2	60 Percent Plans and Specifications	4	34	16	56	16	8	16	24	16	0	0	0	0	\$ 30,008	\$ -	\$ -	\$ 30,008
Subtask 3.3	90 Percent Plans and Specifications	4	18	16	24	16	8	16	24	16	0	0	0	0	\$ 21,968	\$ -	\$ -	\$ 21,968
Subtask 3.4	100 Percent Design and Final Bid Package	0	4	4	8	8	0	2	0	0	0	0	0	8	\$ 4,794	\$ -	\$ -	\$ 4,794
Task 4	Permitting	0	0	12	16	0	0	0	0	0	0	0	0	4	\$6,732.12	\$ -	\$ -	\$ 6,732
TOTAL		12	84	74	144	74	28	46	64	48	18	6	8	13	98,746	600	2,400	101,746

## **Payment**

GAI will prepare invoices monthly based on a % complete and payment will be due within thirty (30) days of the date of the invoice. All other payment terms shall be in accordance with Master Contract.

## **Assumptions and Understandings**

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) will be available to GAI personnel in a timely manner.
2. Client has provided all available information pertinent to GAI's scope of services.
3. Electrical and instrumentation design services are not included in this scope of services.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
5. Army Corps of Engineers permitting is not anticipated or included in this scope of services.
6. Permit fees not included (to be paid directly by City).
7. Environmental impact analysis is not anticipated for this project. City staff will handle any environmental needs, or request GAI's assistance under separate authorization.
8. Services do not include research, evaluations, or coordination regarding wetland mitigation alternatives should mitigation other than use of a mitigation bank be required by the agencies; quantitative population surveys for any on-site protected plant and/or animal species; or development/implementation of management plans to satisfy permitting requirements relevant to listed species impacts.
9. Bidding and construction services not included (to be provided in separate authorization).





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

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

## NOTICE OF INTENT TO AWARD

**Project:** Professional Services for SWCS K-6/Smith Trail Replacement Design Services - LOI-CD-19-41

**Date:** 3/25/2019

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on 3/27/2019

Firm	Points
<b>GAI Consultants Jacksonville, FL</b>	93.67
<b>DRMP, Inc. Orlando, FL</b>	91.67
<b>CPH, Inc. Palm Coast, FL</b>	80.67
<b>Connelly &amp; Wicker, Inc. Jacksonville, FL</b>	78.67
<b>Stone Engineering Group Jacksonville, FL</b>	76.67

The intent of the City of Palm Coast is to award Professional Services for SWCS K-6/Smith Trail Replacement Design Services to GAI Consultants

*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.*

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 5/28/2019

<b>Department</b>	ADMINISTRATIVE SERVICES	<b>Amount</b>
<b>Item Key</b>	6615	<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING UPDATES TO THE INNOVATION DISTRICT AND INNOVATION KICK START PROGRAM	
<b>Background :</b> <b>UPDATE FROM THE MAY 14, 2019 WORKSHOP</b> This item was scheduled to be heard at the May 14, 2019 Workshop. The Workshop was cancelled and this item is now scheduled to be heard on May 28, 2019.  <b>ORIGINAL BACKGROUND FROM THE MAY 14, 2019 WORKSHOP</b> 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		
<b>Recommended Action :</b> 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)~~

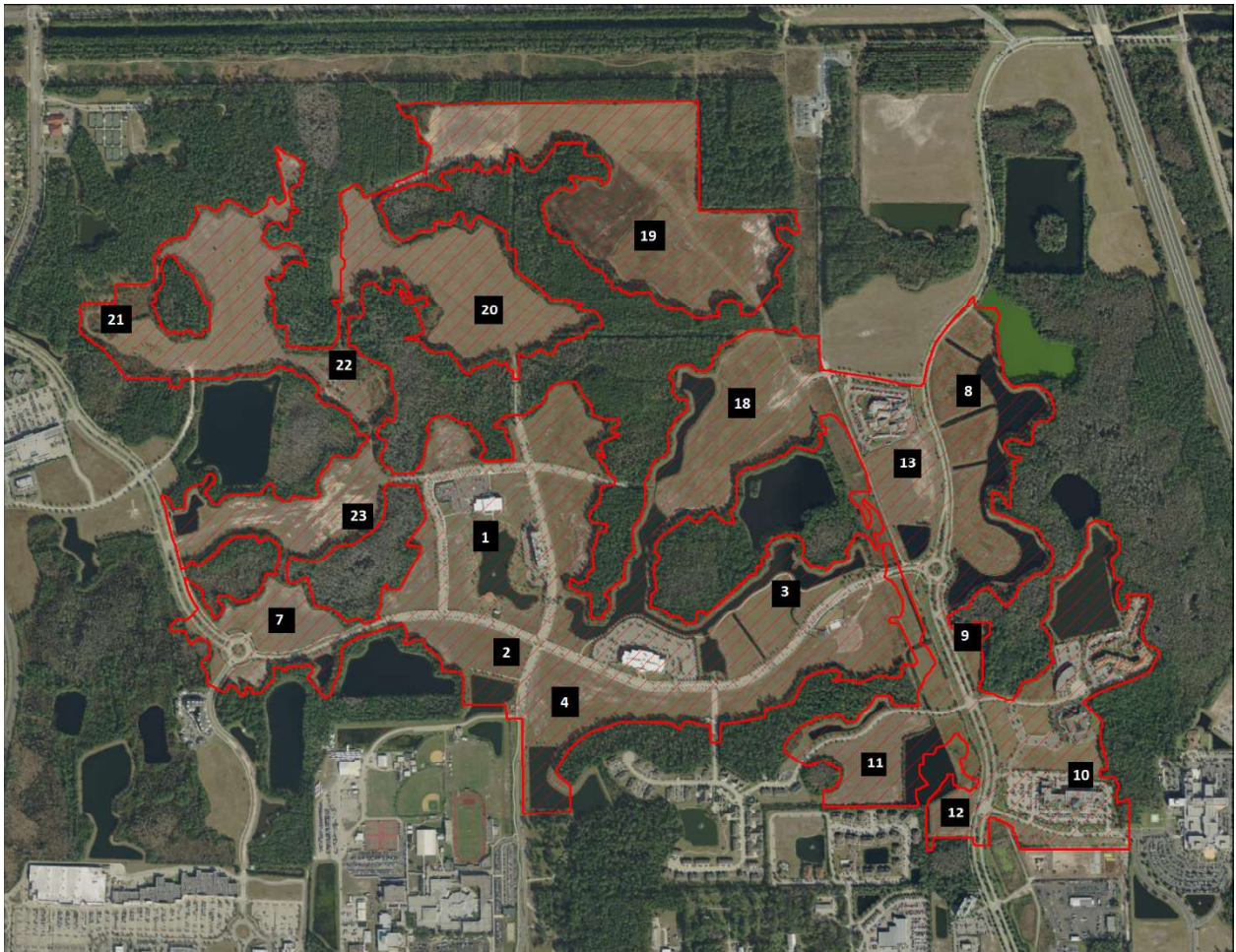
Eligible developments will be provided credit of \$5,000 per unit or per 1,000 s.f. per non-residential units. The credit(s) will be used towards payment of City utility impact fees. Per Resolution No. 2018-71, credits on behalf of the Agency will be paid through increased CRA

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-\_\_)



## 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**

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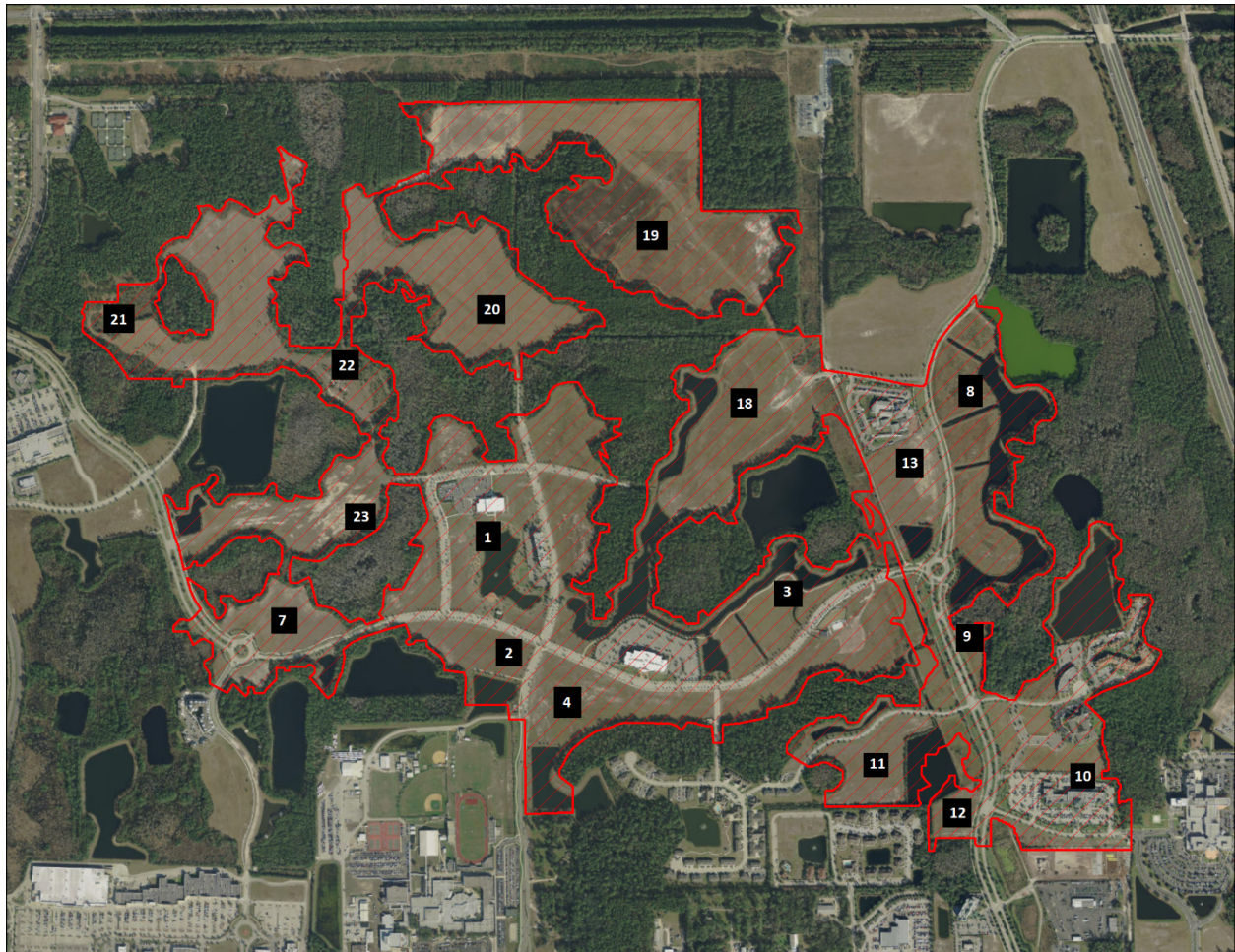


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## **Innovation District Map updated in “List of Maps” – Map 13 in State Road 100 Corridor Community Redevelopment Plan**

### **Innovation District in the CRA**

Updated INSERT RESOLUTION DATE per Resolution No. 2019-\_\_)





# Innovation Kick Start Program

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## 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

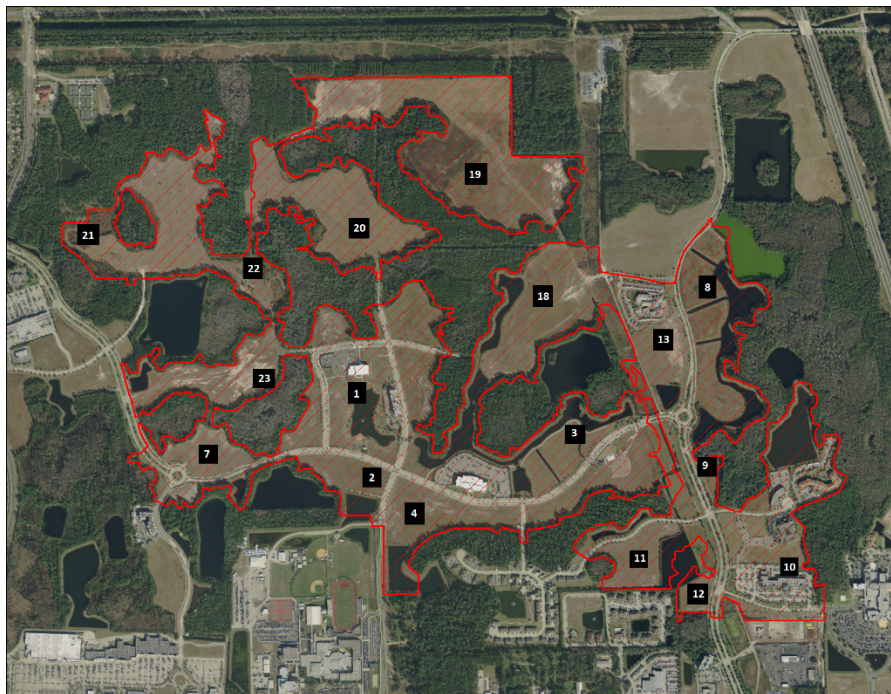
- Eligible developments will be provided credit of \$5,000 per unit or per 1,000 s.f. (non-residential)
- Credit(s) will be used towards payment of utility impact fees
- If development does not meet certain thresholds by stated deadlines and commitments listed above, then the City may revoke credit(s)



## 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](mailto: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

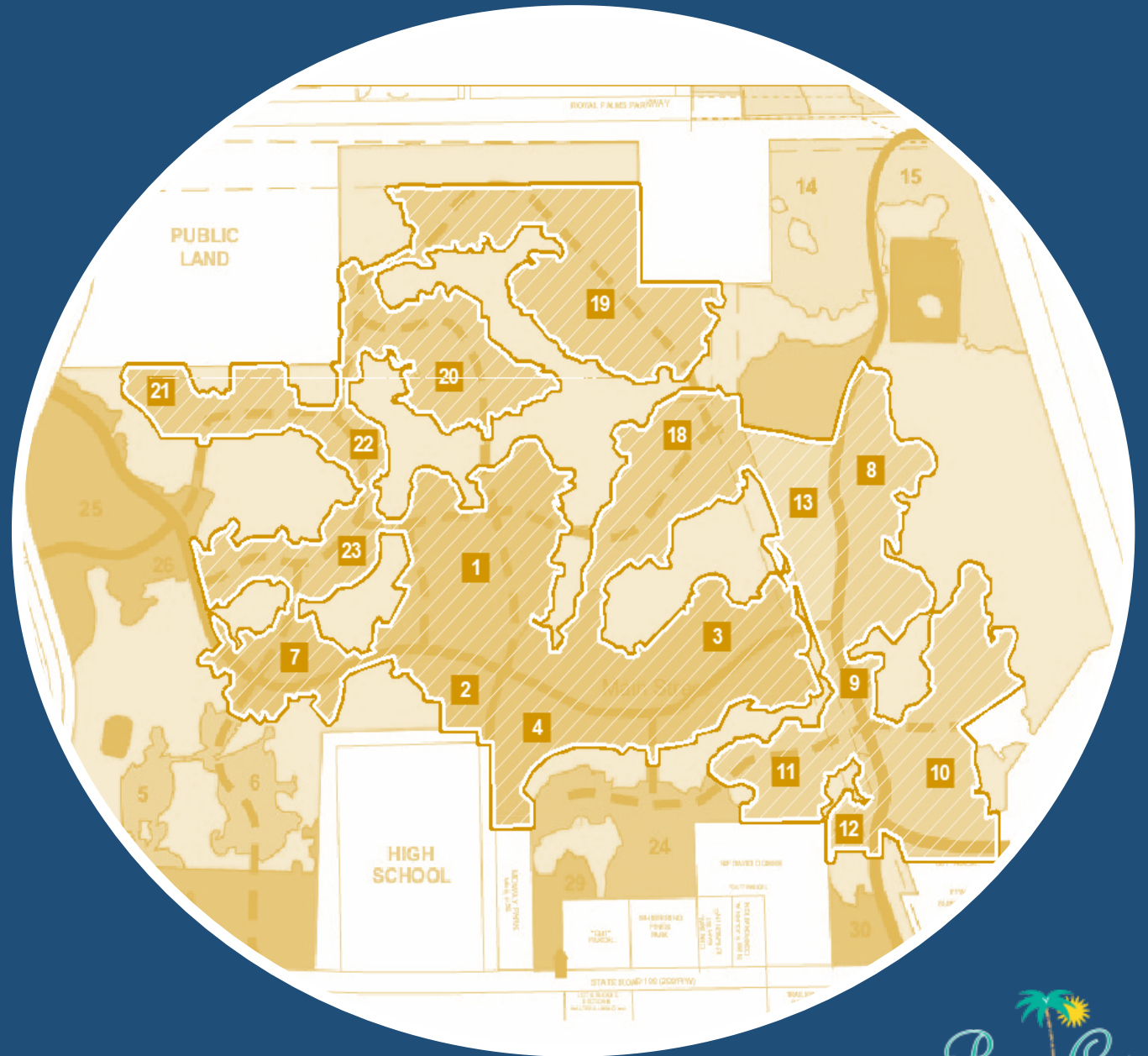
\_\_\_\_\_  
Date

\_\_\_\_\_  
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



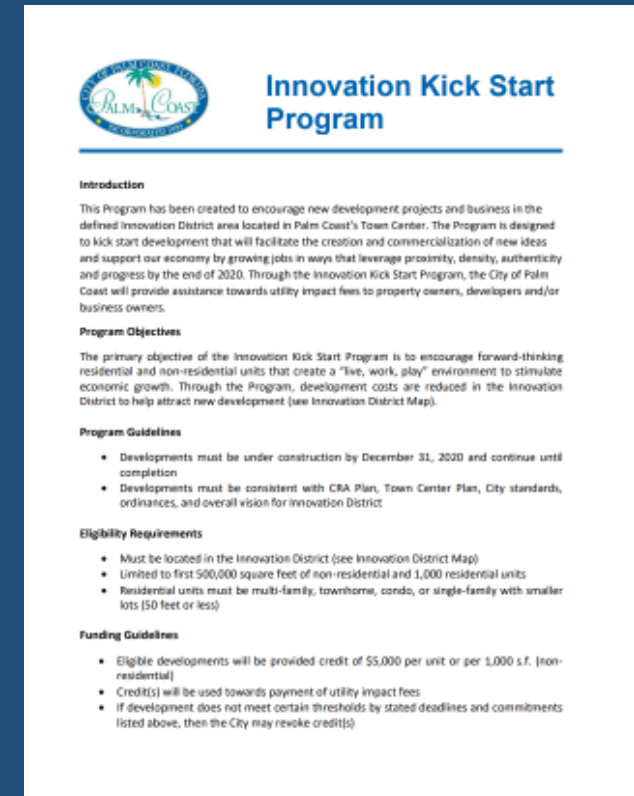
# DISTRICT OVERVIEW

- 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: 05/28/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	6341	<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING THE 2019 FIND GRANT FOR THE WATERWAY CLEANUP	
<b>Background :</b> 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.		
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving the 2019 FIND Grant for the Waterway Cleanup.		

**RESOLUTION 2019 - \_\_\_\_**  
**2019 FIND GRANT FOR WATERWAY CLEAN-UP**

**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

	<b>COST</b>
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
<b>FIND Total</b>	<b>\$5,000</b>

### 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 : 05/28/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6676	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2019-XX AMENDMENT TO INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR THE OLD KINGS ROAD WATER AND WASTEWATER SERVICES	
<b>Background :</b>	<p>The City and County entered into an Interlocal Agreement for Old Kings Road Water and Wastewater Services in December 2018. The Agreement provides 6 months for the parties to develop a supplemental Interlocal Agreement to outline a regional approach to the provision of water and wastewater services along Old Kings Road in coordination with the property owners. The original concept was that the City would be provide bulk water and sewer service to the unincorporated portions of the area and the County would serve as the retail provider. Since that time, the concept has changed in that the City will become the retail provider to the unincorporated areas. With this change, the parties are requesting an additional 120 days to finalize the supplemental Interlocal Agreement.</p>	
<b>Recommended Action :</b>	<p>Adopt Resolution 2019-XX amendment to the Interlocal Agreement with Flagler County for the Old Kings Road Water and Wastewater Services.</p>	

**RESOLUTION 2019-\_\_\_\_**  
**AMENDMENT INTERLOCAL AGREEMENT**  
**FOR WATER AND WASTEWATER SERVICES**  
**OLD KINGS ROAD S**

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

**WHEREAS**, on December 18, 2018, Flagler County entered into an Interlocal Agreement with the City for water and wastewater services for the Old Kings Road South area; and

**WHEREAS**, Flagler County and the City desire to amend the Interlocal Agreement as referenced above.

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

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

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

**SECTION 3. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid 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 this 4<sup>th</sup> day of June 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Attachment: Exhibit A – Interlocal Agreement with Flagler County for water and wastewater services

Approved as to form and legality

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

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

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT** (“**First Amendment**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF PALM COAST, FLORIDA** (“**City**”), a municipal corporation of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, and **FLAGLER COUNTY, FLORIDA**, (“**County**”), a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Suite 302, Bunnell, Florida, 32110. The City and County shall hereinafter collectively be referred to as the “**Parties.**”

***WITNESSETH:***

**WHEREAS**, on December 10, 2018, the City and the County entered into Flagler County/City of Palm Coast Interlocal Agreement for Old Kings Road Water and Wastewater Services (“**Interlocal Agreement**”) which is recorded in the Official Records of Flagler County (OR BK: 2323 PG: 1563); and

**WHEREAS**, Section 4 of the Interlocal Agreement gives the Parties six (6) months from the Effective Date of the Interlocal Agreement to enter into a “future interlocal agreement” or the Interlocal Agreement will automatically terminate; and

**WHEREAS**, the Effective Date is the date the Interlocal Agreement was recorded with the Clerk of the Circuit Court, December 10, 2018 and as such, the deadline to enter into a future interlocal agreement is June 10, 2019; and

**WHEREAS**, while the Parties have been working diligently, they have not finalized the terms of the future interlocal agreement and will not meet the June 10, 2019 deadline; and

**WHEREAS**, the Parties desire to amend the Interlocal Agreement to provide additional time to negotiate and finalize the future interlocal agreement.

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



**SECTION 1. RECITALS.** The above recitals are true and correct and form a material part of this First Amendment.

**SECTION 2. AMENDMENT.** Section 4, *Condition Precedent/Future Interlocal Agreement*, of the Interlocal Agreement shall be amended as follows, deletions are shown in strikethrough, and additions are shown in underline:

In the event the Parties fail to successfully agree upon the above listed items and enter into the future interlocal agreement ~~within 6 months from the Effective Date of this Agreement~~ by October 8, 2019, this Agreement shall automatically terminate and become null and void without further effect on either Party.

**SECTION 3. EFFECTIVE DATE.** This First Amendment shall take effect upon full execution by both Parties.

**SECTION 4. COUNTERPARTS.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**SECTION 5. RATIFICATION AND CONFLICT.** To the extent not amended by this First Amendment, the remaining terms and provisions of the Interlocal Agreement are ratified and confirmed by the Parties. In the event of any direct conflict between the terms and provisions of the Interlocal Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. To the extent that there shall be no such direct conflict, the Interlocal Agreement shall remain in full force and effect and the Parties hereby ratify same. Other than those amendments provided for in Section 2, above, the terms of Section 4 of the Initial Agreement are hereby confirmed by the Parties to be satisfied by the terms of this Amendment.

**SECTION 6. TERMINATION.** The Interlocal Agreement and this First Amendment

may be terminated, upon agreement by the Parties, if the Parties mutually determine that the Utility Systems' construction or operation is no longer feasible due to the inability to secure sufficient funding to complete the obligations set forth in the Interlocal Agreement and this First Amendment.

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

ATTEST:

CITY OF PALM COAST, FLORIDA

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

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

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

Approved as to form and legality.

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

ATTEST:

FLAGLER COUNTY

\_\_\_\_\_

\_\_\_\_\_  
Tom Bexley, Clerk  
Ex Officio Clerk to the Board

BY: Donald T. O'Brien, Jr., Chair  
County Board of Commissioners

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

Approved as to form and legality.

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

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 5/28/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$720,393.32
<b>Item Key</b>		<b>Account</b>	21097011-063000-54405
<b>Subject</b>	RESOLUTION 2019-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., FOR THE CONSTRUCTION OF A NEW TRAFFIC SIGNAL AND TURN LANE AT BELLE TERRE AND MARKET AVE/EASTWOOD DRIVE INTERSECTION		
<b>Background :</b> The previous Traffic Engineer analyzed existing conditions and performed a traffic signal warrant study at the intersection of Belle Terre Pkwy and Market Ave/Eastwood Drive. The findings of the study determined that it met the requirements for a traffic signal per Signal Warrant 7 – Crash Experience. In addition to the new traffic signal, the improvements include a southbound right turn lane and pedestrian crosswalks. Both of these improvements will greatly improve traffic operations and safety for the area and increase roadway capacity. On January 16, 2018, City Council approved the contract for design services for this project.			
<b>Proposed Improvements</b> <ul style="list-style-type: none"><li>• New Traffic Signal</li><li>• New Southbound Right Turn Lane</li><li>• Install new crosswalks with Pedestrian Signals</li><li>• Connection to City Signal Network</li></ul>			
The City advertised the project (ITB-CD-19-40) and on February 27, 2019 received 3 bids for construction that were deemed to be responsive and responsible bidders.			
City staff recommends award of the project to the low bidder, S.E. Cline Construction, Inc., for \$654,903.02. Based on past experience with similar construction projects, staff is requesting a 10% contingency (\$65,490.30) also be approved in case of unforeseen circumstances and/or unknown conditions, for a total project cost of \$720,393.32			
This project is funded out of the FY 2019 Transportation Impact fund which can only be utilized for transportation capacity improvement projects. The project came in over the estimated cost of \$600,000.00. Contingency reserves in the Transportation Impact Fee Fund in the amount of \$120,393.22 will be utilized to cover the additional projects costs.			
<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>			
<b>Transportation Impact Fee Fund, 21097011-063000-54405</b>			<b>\$780,000.00</b>
Total Expenses/Encumbered to date			\$ 21,517.50
Pending Work Orders/Contracts			\$
Current Contract			<u>\$720,393.32</u>
<b>Balance</b>			<b>\$ 38,089.18</b>
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving a contract with S.E. Cline Construction, Inc., for the construction of a new traffic signal and turn lane at Belle Terre and Market Ave/Eastwood intersection.			

**RESOLUTION 2019 - \_\_\_\_**  
**S.E. CLINE**  
**TRAFFIC SIGNAL AND TURN LANE**  
**BELLE TERR PKWY AND MARKET AVE/EASTWOOD DR**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC, FOR THE CONSTRUCTION OF A NEW TRAFFIC SIGNAL AND TURN LANE AT BELLE TERRE PARKWAY AND MARKET AVE/EASTWOOD DRIVE INTERSECTION; 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,** S.E. Cline Construction, Inc., desires to construct a new traffic signal turn lane at the Belle Terre Parkway and Market Ave/Eastwood Drive intersection; and

**WHEREAS,** the City Council of the City of Palm Coast desires to approve a contract with S.E. Cline, Inc. for the construction of a new traffic signal turn lane at Market Ave/Eastwood Drive intersection.

**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 S.E Cline, Inc., for the construction of a turn lane at the Belle Terre Parkway and Market Ave/Eastwood Drive intersection, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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



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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 4<sup>th</sup> day June 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – Contract with S.E. Cline, 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-19-40 - New Traffic Signal and Turn Lane at Belle Terre and Market Ave/Eastwood Dr.

**Date:** 5/20/2019

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 5/22/2019

Firm	Bid
<b>S.E. Cline Construction, Inc.</b> Palm Coast, FL	\$654,903.02
<b>P &amp; S Paving, Inc.</b> Daytona Beach, FL	\$720,670.20
<b>Halifax Paving, Inc</b> Ormond Beach, FL	\$745,570.00

The intent of the City of Palm Coast is to award ITB-CD-19-40 to S.E. Cline Construction, Inc.

Cc: Contract Coordinator, Project Manager, ASED Director, Department Director, Finance 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*





# city of PALM COAST

**Finance Department**  
Budget & Procurement Office

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

*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-19-40 / ITB-CD-19-40 - New Traffic Signal and Turn Lane at Belle Terre and Market Ave/Eastwood Dr.

## Project Overview

Project Details	
Reference ID	RFSQ-CD-19-40 / ITB-CD-19-40
Project Name	New Traffic Signal and Turn Lane at Belle Terre and Market Ave/Eastwood Dr.
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking Bids for Construction of Belle Terre Pkwy right turn lane at Eastwood Dr. The contractor shall furnish all labor,



	materials, equipment, tools, supervision, and any other items required for constructing a Right Turn Lane at Eastwood Dr. in accordance with construction plans .The work consists of NEW Construction including but not limited to site work, filling, grading, drainage and construction of concrete landing pads, signals and crosswalks.
<b>Open Date</b>	Feb 27, 2019 8:00 AM EST
<b>Intent to Bid Due</b>	Mar 27, 2019 2:00 PM EDT
<b>Close Date</b>	Mar 27, 2019 2:00 PM EDT

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>S.E. Cline Construction, Inc.</b>		<b>100 pts</b>

## Project Criteria

<b>Criteria</b>	<b>Points</b>	<b>Description</b>
Qualification Forms A - M	Pass/Fail	Qualification Forms A - M





Qualification Forms Review	Pass/Fail	Qualification Forms Review
Financials Form N	Pass/Fail	Financials Form N
Addendum #1	Pass/Fail	Addendum #1
Completion of Form N	Pass/Fail	Completion of Form N
Section 00200 Bid Forms	Pass/Fail	Section 00200 Bid Forms
Pricing	100 pts	Pricing
Forms 5 & 6	Pass/Fail	Forms 5 & 6
Section 00200 Technical Review	Pass/Fail	Section 00200 Technical Review
Addendum #2	Pass/Fail	Addendum #2
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Qualification Forms A - M	Qualification Forms Review	Financials Form N	Addendum #1
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
S.E. Cline Construction, Inc.	100 pts	Pass	Pass	Pass	Pass
P & S Paving, Inc.	90.87 pts	Pass	Pass	Pass	Pass
Halifax Paving, Inc.	87.84 pts	Pass	Pass	Pass	Pass

	Completion of Form N	Section 00200 Bid Forms	Pricing	Forms 5 & 6	Section 00200 Technical Review
Supplier	Pass/Fail	Pass/Fail	/ 100 pts	Pass/Fail	Pass/Fail



	Completion of Form N	Section 00200 Bid Forms	Pricing	Forms 5 & 6	Section 00200 Technical Review
Supplier	Pass/Fail	Pass/Fail	/ 100 pts	Pass/Fail	Pass/Fail
S.E. Cline Construction, Inc.	Pass	Pass	100 pts (\$654,903.02)	Pass	Pass
P & S Paving, Inc.	Pass	Pass	90.87 pts (\$720,670.20)	Pass	Pass
Halifax Paving, Inc.	Pass	Pass	87.84 pts (\$745,570.00)	Pass	Pass

	Addendum #2
Supplier	Pass/Fail
S.E. Cline Construction, Inc.	Pass
P & S Paving, Inc.	Pass



	<b>Addendum #2</b>
<b>Supplier</b>	<b>Pass/Fail</b>
Halifax Paving, Inc.	Pass

## Eliminated Submissions

	<b>Qualification Forms A - M</b>	<b>Qualification Forms Review</b>	<b>Financials Form N</b>	<b>Addendum #1</b>	<b>Completion of Form N</b>
<b>Supplier</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>	<b>Pass/Fail</b>
GPS Civil Construction, Inc	Fail	Mixed	Fail	Pass	Fail
Traffic Engineering and Management	Fail	Mixed	Fail	Pass	Fail

	<b>Section 00200 Bid Forms</b>	<b>Pricing</b>	<b>Forms 5 &amp; 6</b>	<b>Section 00200 Technical Review</b>	<b>Addendum #2</b>
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Supplier	Pass/Fail	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail
GPS Civil Construction, Inc	-	-	-	-	-
Traffic Engineering and Management	-	-	-	-	-





**Reason**

Supplier	Disqualified by	Reason
GPS Civil Construction, Inc	Kelly Downey	Was not Pre-Qualified
Traffic Engineering and Management	Kelly Downey	Was not Pre-Qualified

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 05/28/2019

<b>Department</b>	INFORMATION TECHNOLOGY / FIRE	<b>Amount</b>	Total: \$37,100.00 FY18-19 \$13,250 One-Time Fee FY19-20 \$23,850 Recurring Fees
<b>Item Key</b>	6335	<b>Account</b>	#65052525-051020
<b>Subject</b>	RESOLUTION 2019-XX APPROVING PIGGYBACKING OF THE MARION COUNTY MASTER SUBSCRIPTION AND LICENSE AGREEMENT WITH ESO SOLUTIONS, INC. TO SECURE RECORDS MANAGEMENT SOFTWARE FOR THE FIRE DEPARTMENT, COMPLIANT WITH STATE AND NATIONAL FIRE AND EMS REPORTING REQUIREMENTS		
<b>Background :</b> To meet records retention and reporting requirements both for the State of Florida and the US Fire Administration, Palm Coast Fire Department currently uses two network sourced records management systems, Fireprograms and EMS Pro/Documed. Fire Department personnel can only use Windows® based desktops and laptops to access the current combined system. The combined systems have been in place since 1998 and are getting to the point where they will no longer be compatible with future Windows updates. Staff has been asked by Fireprograms to update to their current solution. In addition, the current system is not interoperable with the Flagler County system. Interoperability with Flagler County would be better for data transfer purposes. First responder medical agencies desire compatible software with ambulance transport agencies to track care provided to medical patients. Therefore, staff started looking into the system used by Flagler County, which is ESO, a cloud based, interoperable system that is also being considered by local hospitals. The ESO system will also improve data mining and analysis, providing valuable insight into treatment results for medical incidents, response times, incident outcomes, and opportunities for improvement.  The Fire Department is recommending piggybacking the Marion County Contract (# 18P-140) with ESO for the purchase of a license subscription including the implementation and data migration services. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.			
<b>SOURCE OF FUNDS WORKSHEET FY 2019</b>			
<b>Information Technology Fund – Internal Svcs, 65052525-051020</b>			<b>\$1,090,860.00</b>
Total Expenses/Encumbered to date			\$ 739,163.74
Current Contract			\$ 37,100.00
<b>Balance</b>			<b>\$ 314,596.26</b>
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving piggybacking the Marion County contract with ESO for the purchase of a license subscription including the implementation and data migration services to secure a single records management software system for the fire department, compliant with state and national fire and EMS reporting requirements.			

**RESOLUTION 2019 - \_\_\_\_**  
**ESO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE MARION COUNTY CONTRACT WITH ESO SOLUTIONS, INC, TO SECURE RECORDS MANAGEMENT SOFTWARE FOR THE FIRE DEPARTMENT, COMPLIANT WITH STATE AND NATIONAL FIRE AND EMS REPORTING REQUIREMENTS; 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**, ESO desires to provide records management software for the City of Palm Coast Fire Department, compliant with State and National Fire and EMS reporting requirements; and

**WHEREAS**, the City Council of the City of Palm Coast desires to piggyback the Marion County Contract with ESO for records management software to be compliant with State and National Fire and EMS reporting requirements.

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

**SECTION 1. APPROVAL OF PIGGYBACK CONTRACT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of piggybacking the Marion County contract with ESO for records management software, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 4th day of June 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

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

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

Attachment: Exhibit "A" – ESO Piggyback Contact.

Approved as to form and legality

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

**AGREEMENT BETWEEN CITY OF PALM COAST AND  
ESO SOLUTIONS, INC. FOR EMS PATIENT CARE SOFTWARE**

THIS IS AN AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

CITY OF PALM COAST  
160 Lake Ave  
Palm Coast, FL 32164  
(hereinafter "CITY")

AND

ESO SOLUTIONS, INC.  
a Texas corporation  
11500 Alterra Parkway, Ste 100  
Austin, Texas 78758  
(hereinafter "CONTRACTOR")

**WHEREAS**, CITY has the need to procure the services of a qualified contractor to provide EMS Patient Care Software for its emergency services department; and

**WHEREAS**, Marion County competitively bid the EMS Patient Care Software (Request for Proposals 18P-140, with a due date of April 26, 2018), attached as a reference document only as Exhibit "1" (hereinafter "RFP"); and

**WHEREAS**, CONTRACTOR submitted a proposal in response to the RFP; and

**WHEREAS**, after receipt of said Proposal from CONTRACTOR, Marion County awarded the contract to CONTRACTOR on September 18<sup>th</sup>, 2018; said Agreement attached hereto and made part hereof as Exhibit "2" ("Marion County Agreement"); and

**WHEREAS**, as per Section 17.21 of the Marion County Agreement, both Marion County and CONTRACTOR stipulate that the Marion County Agreement may be the basis for future cooperative purchasing by applicable third parties; and

**WHEREAS**, CITY has reviewed the scope of services of the competitively bid Marion County Agreement and has determined that it is an agreement that can be utilized by CITY to provide EMS Patient Care Software for its emergency services department; and

**WHEREAS**, CITY desires to retain the services of CONTRACTOR establishing this agreement based on the contract developed and executed by Marion County;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:



**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** Attached hereto and made a part hereof by reference as Exhibit “2” is the Marion County Agreement dated effectively dated September 18, 2018. The terms and conditions of the Marion County Agreement shall govern the relationship between CITY and CONTRACTOR, except as amended below:

**A. SCOPE OF SUPPORT SERVICES**

The Scope of Support Services for work to be performed under this Agreement shall be as set forth in the Marion County Agreement except said services shall be performed for CITY. Any references to the “Customer” in the Marion County Agreement shall mean “CITY.”

**B. COMPENSATION (Section 5.1)**

CONTRACTOR shall perform the services in and for CITY as detailed in the Marion County Agreement, provided said services shall be charged the prices and fees set forth in Exhibit “3”, Schedule of Subscription Fees, attached hereto and incorporated herein.

**C. TERM (Section 6.1)**

The first paragraph of Section 6.1 of the Marion County Agreement shall be revised as follows “The term of this Agreement (the “Term”) shall commence on the Effective Date and continue for the period set forth in the applicable Software schedule, or, if none, for three ~~five~~ years”

**D. NOTICE**

Notice to CONTRACTOR shall be sent to:

Attn: Legal Department  
ESO Solutions, Inc.  
11500 Alterra Parkway, Ste 100  
Austin, Texas 78758

**Section 3.** In all other respects, the terms and conditions of the Marion County Agreement are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

**IN WITNESS OF THE FOREGOING**, the City of Palm Coast and ESO SOLUTIONS, INC. have executed this Agreement as of the Effective Date.

**CITY OF PALM COAST**

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

Print Name: Matthew Morton

Title: City Manager

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

**ESO SOLUTIONS, INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
Chris Dillie  
293F08FBE02E4DF...

Print Name: Chris Dillie

Title: CEO

Date: May 20, 2019 | 2:14 PM EDT

**EXHIBIT #1**

**Marion County Request for Proposals P-4-17-02, due April 26, 2018**

In Process



**Marion County Board of County Commissioners  
Procurement Services Department  
2631 SE Third St  
Ocala, FL 34471**

(352) 671-8444 (main)

(352) 671-8451 (fax)

[Procurement@MarionCountyFL.org](mailto:Procurement@MarionCountyFL.org) (general e-mailbox)

**18P-140: EMS Patient Care Software**

**SCOPE OF WORK:** To replace our current Emergency Medical Services Patient Care Software.

**LAST DAY FOR QUESTIONS:** April 17, 2018, 12:00 PM

**DUE DATE:** April 26, 2018, 3:00PM

For questions relating to this solicitation, contact: Shari Chinevere ([shari.chinevere@marioncountyfl.org](mailto:shari.chinevere@marioncountyfl.org))

It is the responsibility of contractors who receive this Solicitation from sources other than Marion County or DemandStar to contact the Procurement Services Department prior to the due date to ensure any updates/addenda are received in order to submit a responsible and responsive offer. Not submitting a complete and accurate document may deem the offer non-responsive and have your bid rejected.

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer:

Addenda received (list all) # \_\_\_\_\_

Company Name: \_\_\_\_\_

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

E-mail address: \_\_\_\_\_ FEIN: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Indicate whether your firm accepts Visa for payment award of this contract: (circle) **YES / NO**

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein:

**SIGNATURE OF AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

**DATE SUBMITTED** \_\_\_\_\_

*This document must be completed and returned with your Submittal*

RFP 18P-140  
EMS Patient Care Software

RESUMES OF KEY INDIVIDUALS

Use one page per individual - use additional pages as necessary

Name of Individual: \_\_\_\_\_

Title and/or Position: \_\_\_\_\_

Indicate if individual is authorized to sign contracts on behalf of the Firm: \_\_\_\_\_

Name of Company	Office Location	City of Residence	Years of Experience in Field	Years with this Firm
Education / Certifications / Registration				
Describe Related Experience Within the Last 5 Years and your SPECIFIC ROLE <input type="checkbox"/> This Firm <input type="checkbox"/> Previous Firm				
Project Descriptions –				
Project Descriptions –				
Project Descriptions –				
Description of Equipment/Hardware Software Familiarity and Significant Accomplishments				

This document must be completed and returned with your Submittal



## SIMILAR WORK DETAIL

Provide at least three (3) unique references **for similar work** that your company has completed.

Company Name:	
How this detail is similar to scope under the RFP:	
Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:

Company Name:	
How this detail is similar to scope under the RFP:	
Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:

Company Name:	
How this detail is similar to scope under the RFP:	
Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:

***This document must be completed and returned with your Submittal***

## CONFLICT OF INTEREST STATEMENT

Florida Statute §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the County either directly or indirectly. Therefore, please indicate if the following applies:

### PART 1.

- ☐ I am an employee, public officer, or an advisory board member of the County (LIST).  
NAME: \_\_\_\_\_
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the County.  
NAME: \_\_\_\_\_
- ☐ An employee, public officer, or advisory board member of the County, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity. For the purposes of FS §112.313, indirect ownership does not include ownership by a spouse or minor child.  
NAME: \_\_\_\_\_
- ☐ Respondent employs or contracts with an employee, public officer, or advisory board member of the County.  
NAME: \_\_\_\_\_
- ☐ Principal or Agent is former employee of MCBCC with less than one (1) year of inactive service.  
NAME: \_\_\_\_\_
- ☐ NONE OF THE ABOVE

### PART 2.

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under FS §112.313(12)
- ☐ I will NOT request an advisory board member waiver under FS §112.313(12)
- ☐ N/A

The County shall review any relationship which may be prohibited under the Florida Ethics Code and will disqualify any vendor whose conflicts are not waived or exempt.

COMPANY \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

*This document must be completed and returned with your Submittal*

**RFP 18P-140**  
**EMS Patient Care Software**

**PART 1 - INTENT AND GENERAL INFORMATION**

Thank you for your interest in working with the Marion County Board of County Commissioners. Please direct questions regarding the bid documents and specifications to Marion County Procurement Services, in writing. We look forward to working with you. Pertinent information and required documents regarding this solicitation as part of a responsive submittal are listed below:

Required Documents to be Returned.....	Pages 1-4
Part 1 – Intent and General Information.....	Pages 5-10
Part 2 – General Conditions.....	Pages 11-14
Part 3 – Scope of Work.....	Pages 15-17

**1.1 REQUEST FOR PROPOSALS:**

The Marion County Procurement Services Department on behalf of the Board of County Commissioners is soliciting letters of interest for statements of proposals for this project. Marion County expects interested individuals and firms will make every effort to assemble a team with the requisite expertise and qualifications to supply the product or service.

**SELECTION COMMITTEE APPOINTMENT AND SUBMITTAL EVALUATION PROCESS:**

Proposals will be evaluated by an Administration-approved Selection Committee, or the using Director with concurrence from the Assistant County Administrator (ACA). In all cases, firms will be evaluated based on the criteria herein. In cases where there is only a single response, or the only responding firm(s) is the County's incumbent provider, the using Director and ACA may recommend some/all/none of the respondents qualified for the type of work.

**PROHIBITION OF LOBBYING:**

To ensure fair consideration for all proposers, The County prohibits communication to or with any department, bureau or employee during the submission process, except as provided in this section. Additionally, the County prohibits communication initiated by a proposer to any County Official or employee evaluating or considering the proposals (up to and including the County Administrator or Board of County Commissioners) before the time an award decision has been made. Any communication between proposer and the County will be initiated by the Procurement Services staff in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

**1.2 HOW TO SUBMIT A REQUEST FOR PROPOSALS (RFP):**

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required previously stated information appears on the outer package or envelope used by such service. Include all required documents having authorized signatures; itemized and included herein, all must be received in a sealed package prominently marked on the outside with the contact's name, phone number, fax number, e-mail address (if applicable), company name, address along with the project number and title.

DEADLINE for receipt of submittals in response to this Request for Proposals is listed on the Invitation's Cover Page. Submittals should be mailed or hand delivered to: **Marion County Procurement Services Department, 2631 SE Third St, Ocala, Florida 34471**. Submissions by fax or other electronic media

will not be accepted *under any circumstances*. Proposers who fail to include the solicitation reference information on the face of the envelope may be deemed "non-responsive," and such proposers shall have no grounds of protest in the event their submittals are opened in error. The County is not responsible for delays caused by any mail, package or courier service, including the US mail, or caused by any other occurrence. Any proposal received after the due date and time stated will not be opened, and will not be considered.

### **1.3 SUBMITTAL OPENING PROCESS:**

Proposals will be opened on or as reasonably feasible after the Due Date, after which time a Respondents' List will be identified and uploaded to DemandStar; pricing (if applicable) is not part of this detail. A Selection Committee Meeting will be set when the Committee has had sufficient time to review all submittals. The Selection Committee Meeting will be noticed on DemandStar (only), and after the Committee makes its recommendation, all responding firms will be notified of intent.

### **1.4 SUBMITTAL REQUIREMENTS AND EVALUATION OF PROPOSALS:**

Proposals will be reviewed, and evaluated by a Selection Committee based upon the criteria below, and as supported by the firm's documentation supporting the requirements within each tab. The Selection Committee or using Director will make recommendation to short-list, accept, and/or negotiate with any, all, or none of the firms, or a selected group of firms may be required to make presentations. Such presentations may provide opportunity for the firms to clarify the information provided in their proposal. If presentations are given, the final decision of the Selection Committee will be based on the tabulation from the presentations. The County reserves the right to make selections based on the submittals only or to request presentations before determining final ranking. Procurement will notify the firm(s) of recommendations, and will present to the Board of County Commissioners, or in some cases the County Administrator, both of whom have the authority to make the final determination and award contracts.

### **SCORING GUIDELINES:**

All submittals received in accordance with this solicitation will be evaluated using the following scoring guidelines (multiplied by weights when applicable) unless other scoring is specifically identified in the category:

- 0 *Non-Responsive – Included no information on subject criteria; blank; unacceptable*
- 1 *Poor - Indicated responses, but indecipherable or incomplete for subject criteria; unacceptable*
- 2 *Fair – Contained adequate information, but information is less than required of subject criteria; unacceptable*
- 3 *Average – Included minimum information requested in subject criteria; acceptable*
- 4 *Good – Response was thorough and complete for subject criteria; acceptable*
- 5 *Excellent – Response exceeds requested criteria; exceptional resources, staff, materials, etc; excellent*

**A. COMPANY/FIRM AND PROFESSIONAL PERSONNEL QUALIFICATIONS, CAPABILITIES, CLIENT REFERENCES AND EXPERIENCE FOR SIMILAR PROJECTS** - The firm demonstrated its ability to perform services as described in this RFP and has been in business a minimum of 5 years. That the firm included its organization profile & proposed project management including specific names, functions and resumes of personnel assigned to the project (to include years of experience and years with the submitting company) and specific knowledge with regards to ePCR software implementation and support under this RFP. That the firm included a minimum of five (5) favorable, applicable, and comparable current customer references, with at least three (3) from within the state of Florida, and that they represent the type of work requested for the scope under this RFP, and for an agency similar in size and type to Marion County. The firm shall include a summary of data loss experienced by current customers and timeframes for recovery of lost data. **Weight for this category is 10 (Min 0, Max 50\*)**

**B. FUNCTIONAL/TECHNICAL/SECURITY REQUIREMENTS** – That the firm demonstrated their ability to meet the listed minimum requirements for the system described under this RFP and provided the requested documentation of how their software will meet those requirements. **Weight for this category is 15 (Min 0, Max 75\*)**

**C. IMPLEMENTATION/TRAINING** – That the firm provided a detailed implementation plan outlining required tasks, estimated hours, responsibility, major deliverables and timing. The firm included a comprehensive user training and field implementation plan. **Weight for this category is 15 (Min 0, Max 75\*)**

**D. CONVERSION OF DATA** – The firm provided a detailed summary describing their ability to transfer current stored MCFR EMS patient records into their system. **Weight for this category is 10 (Min 0, Max 50\*)**

**E. COST PROPOSAL** – Fees for service(s) proposed are appropriate for the services offered, and within acceptable range of comparable service providers/suppliers. **Weight for this category is 10 (Min 0, Max 50\*)**

\*Scores are per Committee Member; to gain maximum points, verify each item above is supported by all necessary and required documentation listed in the tabs below.

### HOW TO ASSEMBLE YOUR PROPOSAL:

The following documents and forms must accompany any offer submitted **in the order identified**, and will be the basis for Selection Committee evaluation and scoring for the criteria listed in Section 1.4. A submittal returned without these documents may deem the offer non-responsive. Marion County reserves the right to request additional information from any vendor prior to award.

*\*\*Documents are included with this RFP*

### SUBMITTAL LAYOUT/ORDER OF DOCUMENTS

#### Qualifications

- A. \*\*Resumes of key individuals and personnel assigned to project
- B. Letter from a financial institution with which the firm has conducted business for at least the last 12 months stating the firm is in good standing (this should be generic enough to not be considered confidential).
- C. \*\*Response Form
- D. Firm Statement of Qualifications

The following questions must be addressed on the submitting firm's letterhead

1. How is your firm qualified to provide the required functions of this RFP?
2. Describe the organization, years in business and the responsibilities and experience of the Management and staff personnel that will perform work on the Project.
3. Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or subconsultants is or has been involved within the last three (3) years.
- E. Provide a minimum of five (5) favorable, applicable, and comparable current customer references, with at least three (3) from within the state of Florida?
- F. Provide a summary of data loss experienced by current customers and timeframes for recovery of lost data.
- G. Detailed implementation plan and comprehensive user training and field implementation plan.
- H. Detailed summary describing ability to transfer current stored MCFR EMS patient records into proposed system.

#### Supporting Documentation

- A. Proof of Insurability - noting Marion County as Additional Insured is REQUIRED within ten (10) days of notification of award, and prior to contract execution. The submittal shall contain proof of insurability issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ for the required insurance(s) listed below:
  - Workers Compensation Insurance- for all employees of the vendor as required by Florida Statute 440, and Employer's Liability limits of not less than \$1,000,000.00 per accident.



- Commercial General Liability Insurance- on a comprehensive basis in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate, the County of Marion must be shown as an additional insured.
- Business Auto Liability- shall be provided by the CONSULTANT with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles.

- B. Proof of company registration with Sunbiz.Org
- C. W-9
- D. \*\*Conflict of Interest Statement
- E. \*\*Similar Work Detail
- F. Fee Schedule or Pricing Proposal

## PROPOSAL SPECIFICATIONS AND ASSEMBLY:

### Proposal requirements

- **One (1) Original Document** – with original signatures and noted *ORIGINAL. Double sided printing is encouraged when appropriate.*
- **Plus four (4) Copies of Original Document** – (copies of original submittal including any additional materials/enclosures provided) clearly noted **COPY** on the cover. *Double sided printing is encouraged whenever appropriate for the submittal.*
- **Plus one (1) Electronic Copy on a thumb drive** - file shall be provided as a single .pdf.
- **Page Limit** – None, if not otherwise specified herein this document.
- **Page Size** – 8 ½ x 11; oversized or pullout pages must be folded down to meet this size.
- **Binding** – It is preferred that all submittals be submitted using comb binders that shall be neat and appropriate for the document's thickness. **NO 3-RING BINDERS.**

## 1.5 DISCUSSIONS AND NEGOTIATIONS

The County, in its sole discretion, may do any or all of the following:

1. Evaluate proposals and award a contract with or without discussions with any or all of the Proposers.
2. Discuss and negotiate anything and everything with any Proposer or Proposers at any time.
3. Request additional information from any or all Proposers.
4. Request one or more best and final offers from any or all Proposers.
5. Accept any Proposal in whole or in part.
6. Require a Proposer to make modifications to their initial Proposals.
7. Make a partial award to any or all Proposers.
8. Make a multiple award to any or all of Proposers.
9. Terminate this RFP, and reissue an amended RFP.

## NEGOTIATIONS FOR PROJECTS:

Will be held with the most qualified firm for compensation which the County determines is fair, competitive, and reasonable. Should the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The County will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County will terminate negotiations. The County will then undertake negotiations with the third most qualified firm. Should the County be unable to negotiate a satisfactory contract with one of the top three firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

**1.6 BILLING COMPLIANCE:**

Firm should be able to provide a variety of options for invoice and statement formats to accommodate the specific needs of the County. Depending on the number of departments utilizing the contract, needs of the County can vary throughout the length of the contract. This may include the ability to separate County departments' or department divisions' billing to meet the needs of the County.

**1.7 ACKNOWLEDGEMENT OF CONTRACTOR RESPONSIBILITIES:**

Contractor shall review and acknowledge all addenda issued to date on the Acknowledgement and Acceptance Form. I understand timely commencement may be considered in award of this Request for Proposals (RFP), and cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify services will meet or exceed RFP requirements. I, the undersigned, declare I have carefully examined the RFP, specifications, terms and conditions as applicable, and I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare I have not divulged, discussed or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose.

**1.8 PUBLIC RECORDS COMPLIANCE SERVICES/CONSTRUCTION IF NO AGREEMENT**

FIRM'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., FIRM agrees to comply with all public records laws, specifically to:

1. Keep and maintain public records required by the County to perform the service.
  - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
  - b. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the County. FIRM'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a FIRM does not comply with the County's request for records, the County shall enforce the provisions in accordance with the contract.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the FIRM does not transfer the records to County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the FIRM or keep and maintain public records required by the County to perform the service. If the FIRM transfers all public records to the County upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon the completion of the contract, the FIRM shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MARION COUNTY PROCUREMENT AT (352) 671-8444, BY MAIL AT 2631 SE 3<sup>rd</sup> ST, OCALA, FL 34471 OR BY EMAIL AT [PROCUREMENT@MARIONCOUNTYFL.ORG](mailto:PROCUREMENT@MARIONCOUNTYFL.ORG).**

A FIRM who fails to provide the public records to the County within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

In Process

# RFP 18P-140

## EMS Patient Care Software

### PART 2 - GENERAL CONDITIONS - Revised 2/3/2017

**2.1 PUBLIC ENTITY CRIME:** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a firm, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**2.2 INDEMNIFICATION :** The Firm agrees to indemnify and hold harmless Marion County and its elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the firm.

**2.3 ANTI TRUST LAWS:** By submission of a signed Bid, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**2.4 DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original County format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document, or is altered from its originally distributed format/content.

**2.5 FUNDING:** Obligation of the County for payment to a Firm is limited to availability of funds appropriated in a current fiscal period, and continuation of contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**2.6 INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the Bid Contract Documents. Any inquiry or request for interpretation received by the Marion County Procurement Services Department before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the BID FORMS and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each bidder to verify that he has received all addenda issued before bids are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid Contract are to be considered as approximate only and are to be used solely for the comparison of bids received. The COUNTY and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other bid/proposal Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**2.7 GOVERNING LAWS AND REGULATIONS:** The vendor is required to be familiar with and shall be responsible for complying with all

federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**2.8 PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection ten days after opening of the Bids or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the Bids must make an appointment by calling the Marion County Procurement Services Department at (352) 671-8444. All Bids submitted in response to this solicitation become the property of the County. Unless information submitted is proprietary, copy written, trademarked, or patented, the County reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest.

**2.9 TAXES:** Marion County Board of County Commissioners, Florida, is exempt from sales and excise taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**2.10 NON-COLLUSION DECLARATION:** By signing this ITB, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the work for which their Bid has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**2.11 BIDDER RESPONSIBILITY:** Invitation by the County of Marion to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State and County law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**2.12 OWNERSHIP OF SUBMITTALS:** All correspondence relating to or in reference to this ITB, and all other documentation submitted by the vendors will become the property of the Marion County Board of County Commissioners. Reference to literature submitted with a previous Bid will not relieve the Bidder from including required documents with this Bid.

**2.13 EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the Bid Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the FIRM will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**2.14 VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Procurement Services Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

**2.15 LONG TERM CONTRACT AND ECONOMIC CHANGE:** During the life of the contract, if circumstances (e.g.: fuel costs) arise beyond the Firm's control creating a need for a price adjustment, the Firm may submit a request for such adjustment. Requests may only be submitted once per calendar year and will be considered a temporary adjustment. Temporary shall mean price adjustments are monitored in association with market fluctuations. All price adjustments are subject to Board approval. If approved, price adjustments would only be in effect until reasonable market stability has occurred. At that time, all pricing would revert to original contract pricing.

**2.16 MARION COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals, reserves the right to waive any informalities or irregularities in the examination process, and reserves the right to award contracts and/or in the best interest of the County. Submittals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive. The County reserves the right to reject any or all submittals without cause. The County reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Board of County Commissioners of Marion County, or who has failed to perform faithfully any previous contract with the County or with other governmental agencies.

**2.17 PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this ITB become public records subject to the provisions of Chapter 119, Florida Statutes. **DETAIL OF SUBMITTALS/PUBLIC RECORDS EXEMPTION:** §119.07, F.S., the Public Records Law. Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the County in connection with any solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in §119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The County's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the County and the County's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records. §286.0113, F.S. Provides that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. Neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings are subject to disclosure at the time of an intended award decision or within thirty (30) days of the bid or proposal opening, whichever is earlier.

**2.18 VERIFICATION OF TIME:** Atomic time is hereby established as the Official Time for Marion County Solicitations. All times stated in solicitation generated by the Marion County Procurement Services Department will refer to atomic time.

**2.19 PREPARATION OF BIDS: Signature of the Bidder:** The Bidder must sign the BID FORMS in the space provided for the signature. If the Bidder is an individual, the words "doing business as \_\_\_\_," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Bid on behalf of the corporation must be stated and evidence of his authority to sign the Bid must be submitted. The Bidder shall state in the BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price bid for each item shall be on a lump sum or unit price basis according to specifications on the BID FORM. The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**Total Bid Price/Total Contract Sum Bid:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the BID FORM. In the event that there is a discrepancy on the BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**2.20 TABULATION:** Those wishing to receive an official tabulation of the results of the opening of this Bid shall request a copy of the tabulation in accordance with public records policy.

**2.21 OBLIGATION OF WINNING BIDDER:** The contents of the Bid

of the successful Bidder will become contractual obligations if acquisition action ensues. Failure of the successful Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**2.22 AWARD OF BID:** It is the County's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Bids. However, Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of Bids.

**2.23 ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as Marion County may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The County reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

**2.24 PREPARATION COSTS:** The County of Marion shall not be obligated or be liable for any costs incurred by Bidders prior to issuance of a contract. All costs to prepare and submit a response to this ITB shall be borne by the Bidder.

**2.25 TIMELINESS:** All work will commence upon authorization from the County's representative (Marion County Procurement Services Dept). All work will proceed in a timely manner without delays. The Firm shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

**2.26 DELIVERY:** All prices shall be FOB Destination, Ocala, Florida, inside delivery unless otherwise specified.

**2.27 PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the Marion County Procurement Services Department. These packages are available for pickup or email at no additional charge. NO BID FORMS will be faxed. If requested to mail, the Bidder must supply a courier account number (UPS, FedEx, etc). Bidders are required to use the official BID FORMS, and all attachments itemized herein, are to be submitted as a single document. BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay DemandStar fees or shipping), unless otherwise noted.

**2.28 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Bidder may Bid any brand for which he is an authorized representative, which meets or exceeds the Bid specification for any item(s). If Bids are based on equivalent products, indicate on the BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. The Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the BID FORM. The County's Procurement Services Department is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the county unless evidenced by a Change Notice issued and signed by the Procurement Services Director, or designated representative.

**2.29 QUANTITIES:** Quantities specified in this Bid are estimates only and are not to be construed as guaranteed minimums.

**2.30 SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Bidder's expense. Each sample shall be labeled with the Bidder's name, manufacturer brand name and number, Bid number and item reference. Samples of successful Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the County within a reasonable time as deemed appropriate.

**2.31 ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"):** The Vendor by submitting a bid/proposal acknowledges that other Public Agencies may seek to "Piggy-Back" under



the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this bid/proposal, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

**2.32 PAYMENT TERMS:** If payment terms are not indicated, terms of NET 30 DAYS shall be applied by the County. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later. Payment terms offering less than 20 days for payment will not be considered. However the County has implemented a *Visa* credit card program. As a card-accepting vendor, some of the benefits of the program are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the County's p-card (*Visa*) may not require the County (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a Transaction. Merchant shall not process p-card payments until merchandise/service has been received by the County, in good condition.

**2.33 DRUG FREE WORKPLACE CERTIFICATION:** As part of my submittal for this project, and authorization on the Acknowledgement and Acceptance Form, and in accordance with Florida Statute 287.087, the person submitting for this RFQ attests this firm:

- Publishes a written statement notifying the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions will be taken against violations of such prohibition.
- Informs employees about dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and penalties may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services under bid or proposal, a copy of the statement specified above.
- Notifies the employees as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction or pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

**2.34 EMPLOYEE ELIGIBILITY VERIFICATION:** For projects funded with State or Federal dollars, Marion County adheres to practices set forth under the e-verification (EV) system, which is outlined in the clauses below. Information provided by the Firm is subject to review for the most current version of the State or Federal policies at the time of award. Firm has agreed to perform in accordance with these requirements and agrees:

- To enroll and participate in the federal EV Program for Employment Verification under terms provided in the "Memorandum of Understanding" governing the program.
- To provide to the County, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the EV "Edit Company Profile" screen, containing proof of enrollment in the EV Program (*this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the employer's home page*).
- To require each subcontractor that performs work under this contract to enroll and participate in the EV Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Firm

and the subcontractor whichever is later. Firm shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the EV Program and make such record(s) available to the County upon request.

- To maintain records of its participation and compliance with the provisions of the EV program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

**2.35 EVALUATION, ACCEPTANCE OR REJECTION OF PROPOSAL:** The County may, at its sole and absolute discretion reject any and all, or part of any and all, responses; readvertise this RFQ; postpone or cancel at any time this RFQ process; or waive any irregularities in this RFQ or in any responses received as a result of this RFQ. The Marion County Board of County Commissioners may reject a bid based on past performance of Firm.

**2.36 OBJECTIVITY:** In order to ensure objective supplier performance and eliminate unfair competitive advantage, suppliers that develop or draft specifications, requirements, statements of work and invitations for bids or requests for proposals are excluded from competing for such procurements.

**2.37 FOR FEDERAL AND/OR FDOT FUNDING – TITLE VI/ NONDISCRIMINATION POLICY STATEMENT – APPENDIX A & E:** During the performance of this contract, the firm, for itself, its assignees and successors in interest (hereinafter referred to as the "Firm") agrees as follows:

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

sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

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

**Compliance with Nondiscrimination Statutes and Authorities:**

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

- **Incorporation of Provisions:** The Firm shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by

the Regulations, or directives issued pursuant thereto. The Firm shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Firm may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Firm may request the United States to enter into such litigation to protect the interests of the United States.

**2.38 Contractor Conduct:** These Guidelines cover any contractor, business, firm, company or individual (hereinafter “Contractor”) doing work on Marion County property, as well as the contractor’s employees, agents, consultants, and others on County property in connection with the firm’s work or at the contractor’s express or implied invitation.

**Courtesy and Respect:** Marion County is a diverse government institution and it is critical that all firms and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

**Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on County property is not permitted under any circumstance.

**No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor’s employee is prohibited. Offenders will be removed from County property and/or reported to law enforcement.

**Smoking:** Contractors and their employees are not permitted to smoke in or near any of the County buildings.

**Fraternization:** Contractors and their employees may not fraternize or socialize with County staff.

**Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. Marion County has the right to decide if such clothing is inappropriate.

**Reporting:** The Contractor is required to report any matter involving a violation of these rules of conduct to Marion County Procurement. Any matter involving health or safety, including any altercations, should be reported to Marion County Procurement Services immediately.

The Contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will takes all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from County property and prohibited actions could result in the immediate termination of any contract or agreement with Marion County.

**THE CONDITIONS HEREIN ARE ACKNOWLEDGED BY YOUR SIGNATURE ON THE BIDDER COVER PAGE**

# **RFP 18P-140**

## **EMS Patient Care Software**

### **PART 3 - SCOPE OF WORK**

#### **Background**

Marion County is soliciting proposals for the purpose of replacing the emergency medical service patient care software.

Marion County serves a geographical area of approximately 1,600 square miles with a population of approximately 350,000. Non-transport first response advanced life support is provided by Marion County for all unincorporated areas of Marion County as well as all municipalities other than the City of Ocala. Advanced life support transport is provided by Marion County for all unincorporated areas of Marion County as well as all municipalities, including the City of Ocala. Units providing these services are currently spread throughout Marion County and the municipalities in thirty-four (34) different locations.

Marion County responded to a total of 79,568 incidents during fiscal year 2016-2017. This included scene calls as well as inter-facility transfers. These incidents resulted in ambulance transport of 47,820 patients during the same fiscal year. Historically, Marion County experiences an increase of 3%-5% each fiscal year in relation the number of incidents and the number of patients transported. Based upon current volume of reports (multiple units on each incident), the current volume of reports in the patient care system is approximately 9,000 per month. It is anticipated that this volume will also continue to grow at a rate similar to the increase of the overall number of incidents and patient transports.

#### **3.1 General Requirements, Qualifications, References and Experience**

The proposer will submit the following information with their proposal. Failure to provide the requested information will be cause for rejection of your proposal as this information is used to determine your company's qualifications.

- Proof the company has been in business for previous five (5) years of operation.
- Provide a description of the company's present and projected workload, staffing and ability to provide prompt, quality services at a competitive cost.
- Disclose any potential conflict of interest due to any other client, contract or property interest. Include a statement certifying that no member of company's ownership, management or staff has a vested interest in any aspect or department of Marion County.
- Provide a minimum of five (5) current customer references of similar size and call volume. Provide three (3) current customer references from within state of Florida, if not part of the five (5) already submitted.
- A summary of data loss experienced by current customers and timeframes for recovery of lost data. Lost data may include, but is not limited to:
  - Loss of original report where a report must be rewritten by the paramedic.
  - Loss of original report where the report must be reconstructed from backup copies and portions of the original report may be lost.

#### **3.2 EMS System Requirements**

The following are the minimum requirements for the system. The proposer will provide documentation indicating how their software will meet each of the following requirements. Software which cannot meet these requirements will not be considered for scoring.

- Minimum software integration standards:
  - EMSTARS 3.3.4 or higher
  - NEMSIS 3.4.0 or higher
  - NFIRS 5.0 Version 5.9.2
  - Health Level 7 (HL7) framework

- HIPAA and HITECH policies
- Integration with EMS billing systems. The proposer shall provide a list of compatible EMS billing software and how the two systems interface.
- Minimum software capabilities:
  - Allow field and administrative officers to verify report status within the system.
  - Allow multiple instances to run on each computer.
  - Add custom fields to gather department specific information based upon specific field entries.
  - Access from other devices to reports that have been saved to the server, without loss of data.
  - Ability to perform Quality Assurance and Quality Improvement activities (preferred that systems meets standards published by the Commission on Accreditation of Ambulance Services).
  - Ability to provide extract to Florida Fire Incident Reporting System/National Fire Incident Reporting System data.
  - Customizable multi-role based access for use and administration.
- The system shall provide a functional method for electronically providing patient care reports to receiving facilities.
  - Solutions which involve faxing will not be acceptable.
  - The ability for hospitals to receive and view reports that are actively being written in real or near real-time is strongly encouraged.

### **3.3 IT System Requirements**

The following are the minimum requirements for the system. The vendor will provide documentation indicating how their software will meet each of the following requirements. Software which cannot meet these requirements will not be considered for scoring.

- Minimum software capabilities.
  - Provide backup of the data on the local machine for a minimum of thirty (30) days.
  - Function within the current software configuration in use by Marion County.
  - Accept information from TriTech CAD.
  - Locally installed client software must function on both the Windows 7 operating system and the Windows 10 operating system without the use of compatibility mode.
  - Web-based software must be able to work with Microsoft Internet Explorer 10 or higher. If the software works with any of the following browsers, list in the reply to the RFP.
    - Google Chrome version 66.0 or higher.
    - Microsoft Edge version 41.1 or higher.
    - Mozilla Firefox version 59.0 or higher.
  - Locally installed server software shall support the following:
    - Windows operating system, preferably Windows 2016 OS.
    - SQL Server database server, preferably SQL Server 2012
    - Windows IIS 7 or higher.
  - Compatibility with the following hardware:
    - Sierra Wireless InMotion onboard mobile gateway.
      - oMG2000.
      - AirLink MG90.
    - Panasonic CF-19 & CF-20 type laptops and Dell desktops.
    - Physio-Control LP-15 and Zoll X-Series "Pro-Paq" monitors.
      - Ability to digitally upload monitor information into reports is considered a required feature. Monitor information includes, but is not limited to, vital signs, treatments, and monitor events.
      - The vendor's reply to this RFP shall include
        - Their capability to require a monitor upload under certain conditions of procedure and/or protocol.



- Their capability to provide software to view the files from the monitors.
- If specific software configurations or additional software are required by the vendor then it will be the responsibility of the vendor to provide these specifications in the proposal.
- Vendor may request additional information as to system configurations.
- Marion County Information Technologies shall determine if the proposed software and/or hardware solution will function within their system based upon their review of RFP replies.
- The proposer shall demonstrate/describe the following:
  - The ability to achieve and maintain a constant level of full functionality.
  - The capability of completing a patient care report in a field environment where a network connection cannot be made.
  - The software's capability to provide background synchronization with a data server at automatic intervals and provide the ability for a user generated save of the report from within the remote client.

### **3.4 Implementation and Training**

Proposer must provide a detailed implementation plan, outlining required tasks, estimated hours, responsibility, major deliverables, and timing. Proposals must detail the Proposer's methodology and approach to implementation. At a minimum, proposal must detail approach to the following:

- Project management plan.
- Project schedule – high level phases and time required to implement.
- A system testing Plan to include:
  - Structured testing.
  - Dates and types of tests.
  - Variance reports during testing and test logs.
  - Sign-off by the MCFR's test engineer/representative, IT and Division Chief prior to go live of the new system.
- Application(s) installation (including database).
- Application set up (tailoring, configuration, user set up).
- The proposal should include the capability to provide a test environment for testing initial install, updates and upgrades prior to system-wide deployment.
- Comprehensive user training and field implementation plan.

### **3.5 Data Conversion**

Marion County currently has EMS patient care records stored in the Zoll RescueNet system. The vendor shall provide in their reply to this RFP their ability to transfer that information into their system. Files include, but are not limited to:

- ePCR
  - Original PDF version.
  - Data stored in .xml format.
- Scanned documentation attached to the ePCR.
- Electronic files from an LP-15 or Zoll X monitor that are attached to the ePCR.



**EXHIBIT #2**

**AGREEMENT BETWEEN MARION COUNTY, FLORIDA AND ESO SOLUTIONS, INC  
EFFECTIVELY DATED ON OR ABOUT SEPTEMBER 18<sup>th</sup>, 2018.**

In Process

## MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (the "Agreement") is entered into as of September 18, 2018, ("Effective Date"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758 ("ESO") and Marion County, a political subdivision of the State of Florida ("Customer") having its principal place of business at 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471. This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer with certain technology products and/or services and that Customer will pay to ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as set forth in the pages that follow.

### GENERAL TERMS AND CONDITIONS

- I. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the meanings below:
  - I.1. "Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Licensed Software, Interoperability Software or SaaS.
  - I.2. "Addendum" or "Addenda" means a writing addressing an order of a specific set of products or services executed by authorized representatives of each party. An Addendum may be (a) a Software Schedule (see Exhibit A1 – A4), (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.
  - I.3. "Customer Data" means data in electronic form managed or stored by ESO, which is entered into or transmitted through the Software.
  - I.4. "Deliverable" means software, report, or other work product created pursuant to a Statement of Work.
  - I.5. "Documentation" means user guides, operating manuals, and specifications regarding the Software covered by this Agreement.
  - I.6. "Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.
  - I.7. "Intellectual Property" means trade secrets, copyrightable subject matter, patents, and patent applications and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.
  - I.8. "Interoperability Software" means software-as-a-service that ESO hosts (directly or indirectly) for Customer to exchange healthcare data with others. Some of ESO's Reporting Services may be made available to Customer via the Interoperability Software. For the avoidance of doubt, Interoperability Software does not include Add-on Software, Licensed Software or SaaS.
  - I.9. "Licensed Software" means on premise software that ESO provides to Customer for its reproduction and use. For the avoidance of doubt, Licensed Software does not include Add-on Software, Interoperability Software or SaaS.
  - I.10. "Professional Services" means professional services that a Statement of Work calls on ESO to provide.
  - I.11. "Protected Health Information" or "PHI" shall have the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.
  - I.12. "Reporting Services" means collectively the different programs or tools ESO provides for Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.
  - I.13. "SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software, but does include Add-on Software and Interoperability Software.
  - I.14. "Software" means any computer program, programming or modules specified in each Software Schedule or SOW. For the avoidance of doubt, Add-on Software, SaaS, Interoperability Software; and Licensed Software shall collectively be referred to as Software.
  - I.15. "Software Schedule" refers to an Addendum in which Customer has ordered either Add-on Software, Licensed Software, Interoperability Software or SaaS, collectively Software. See Exhibit A1.
  - I.16. "Statement of Work" or "SOW" refers to an Addendum in which Customer has ordered Professional Services or a Deliverable from ESO.
  - I.17. "Support Services" means those services described in Exhibit B.
  - I.18. "User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not.
2. **SOFTWARE SCHEDULES.** During the Term of this Agreement, Customer may order Software from ESO by signing a Software Schedule. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Software Schedule, Exhibit A-I is incorporated herein by reference.
3. **LICENSE/SUBSCRIPTION TO SOFTWARE**
  - 3.1. Grant of License. In the case of Licensed Software, during the Term of this Agreement ESO hereby grants Customer a



limited, non-exclusive, non-transferable, non-assignable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations and obligations contained in this Agreement. Such internal business purposes do not include reproduction or use by any parent, subsidiary, or affiliate of Customer, or any other third party, and Customer shall not permit any such use.

3.2. **Grant of Subscription.** In the case of SaaS, during the term of this Agreement Customer may access and use the SaaS, in such quantities as are set forth on the applicable Software Schedule; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations contained in this Agreement.

3.3. **Restrictions on Use.** Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term of this Agreement. Customer recognizes that the Software and its components are protected by copyright and other laws.

3.4. **Delivery.** In the case of Licensed Software, ESO shall provide the Licensed Software to Customer through a reasonable system of electronic download. In the case of SaaS, ESO shall grant Customer access to SaaS promptly after the Effective Date.

3.5. **Third-Party Software.** Software may incorporate software and other technology owned and controlled by third parties ("Third-Party Software"). ESO is licensed to sublicense and distribute Third-Party Software. All Third-Party Software falls under the scope of this Agreement. Moreover, ESO neither accepts liability, nor warrants the functionality, reliability or accuracy of Third-Party Software, including but not limited to third-party mapping applications.

#### 4. HOSTING, SLA & SUPPORT SERVICES

4.1. **Hosting & Management.** Customer shall be solely responsible for hosting and managing the Licensed Software. ESO shall be responsible for hosting and managing the SaaS.

4.2. **Service Level Agreement.** No credits shall be given in the event Customer's access to SaaS is delayed, impaired or otherwise disrupted (collectively, an "Outage"). If such Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three consecutive months or three months in any rolling twelve-month period (collectively, "Uptime Commitment"), then Customer shall have the option to immediately terminate this Agreement; and ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. **Scheduled Downtime.** In the event ESO determines that it is necessary to intentionally interrupt the SaaS or that there is a potential for the SaaS to be interrupted for the performance of system maintenance (collectively, "Scheduled Downtime"), ESO will use good-faith efforts to notify Customer of such Scheduled Downtime at least 72 hours in advance and will ensure Scheduled Downtime occurs during non-peak hours (midnight to 6 a.m. Central Time). In no event shall Scheduled Downtime constitute a failure of performance by ESO.

4.4. **Support and Updates.** During the Term of this Agreement, ESO shall provide to Customer the Support Services, in accordance with Exhibit B. Exhibit B is incorporated herein by reference.

#### 5. FEES

5.1. **Fees.** In consideration of the rights granted and except in the event there is a Third-Party Payer (as defined below), Customer agrees to pay ESO the fees for the Software and/or Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "Fees"). The Fees are non-cancelable and non-refundable. Customer shall pay all invoices per Florida's Local Government Prompt Payment Act Statute. In the event a third-party is paying some or all of the Fees on behalf of Customer ("Third-Party Payer"), the Software Schedule will state that payment obligation. The parties agree that Customer may replace the Third-Party Payer by submitting to ESO written notice memorializing the change. However, no such change shall be made until the then-current Term's renewal. Moreover, Customer is responsible for payment in the event the Third-Party Payer does not pay the Fees and Customer continues using the Software. For the avoidance of doubt, any such Addenda will become part of this Agreement.

5.2. **Uplift on Renewal.** Except in the instance of Overages (as defined below), Fees for Software, which recur annually, shall increase by two percent (2%) each year this Agreement is in effect, beginning October 1, 2020.

5.3. **Taxes and Fees.** This Agreement is exclusive of all taxes and credit card processing fees, if applicable. Customer is responsible for and will remit (or will reimburse ESO upon ESO's request) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement, unless Customer provides ESO with their current tax exemption certificate.

5.4. **Appropriation of Funds.** If Customer is a city, county or other government entity, the parties accept and agree that Customer has the right to terminate the Agreement at the end of the Customer's fiscal term for a failure by



Customer's governing body to appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid. Moreover, Customer agrees to provide ESO reasonable documentation evidencing such non-appropriation of funds.

- 5.5. Monitoring Rights. ESO may regularly monitor Customer's usage of the Software and charge Customer increased Fees in accordance with ESO's Exhibit D to this Agreement if Customer's usage has increased beyond the quantity contracted for in the current Software Schedule (for example, Customer is uploading more records into the Software than it has previously contracted for) (collectively, "Overages"). Provided, however, that ESO's invoice for Overages shall only be invoiced along with the issuance of the Customer's next scheduled invoice, and that ESO shall provide written notice of said Overages prior to October 30<sup>th</sup> of that year to go into effect October 1 of the following year. In no event shall Overages be invoiced retroactively.

## 6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for the period set forth in the applicable Software Schedule or, if none, for five years. Thereafter, the Agreement may be renewed by mutual written consent of the parties. The license period or subscription period shall begin on the date specified in the applicable Software Schedule, and this Agreement shall automatically be extended to ensure that the contract Term is coterminous with the subscription period or license period, as applicable.
- 6.2. Termination for Cause. Either party may terminate this Agreement or any individual Software Schedule for the other party's material breach by providing written notice. The breaching party shall have thirty days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. Bankruptcy/Insolvency. This Agreement and any applicable Software Schedule may be terminated immediately upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.
- 6.4. Effect of Termination.
- 6.4.1. If this Agreement or any Software Schedule is terminated by Customer prior to the expiration of its then-current term, for any reason other than ESO's breach or non-appropriation of funds by Customer's governing body, Customer agrees to immediately remit all unpaid Fees as set forth on the applicable Software Schedule equal to the Fees that will become due during the remaining Term.
- 6.4.2. If Customer terminates this Agreement or any Software Schedule as a result of ESO's breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the termination date.

- 6.4.3. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law.

- 6.4.4. Termination of this Agreement is without prejudice to any other right or remedy of the parties and shall not release either party from any liability (a) which at the time of termination, has already accrued to the other party, (b) which may accrue in respect of any act or omission prior to termination, or (c) from any obligation which is intended to survive termination.

- 6.5. Delivery of Data. If Customer requests its data within sixty (60) days of expiration or termination of this Agreement, ESO will provide Customer access to Customer Data in a searchable .pdf format within a reasonable time frame thereafter. ESO is under no obligation to retain Customer Data more than sixty (60) days after expiration or termination of this Agreement.

## 7. REPRESENTATIONS AND WARRANTIES

- 7.1. Material Performance of Software. ESO warrants and represents that the Software will materially perform in accordance with the Documentation provided by ESO, if any.
- 7.2. Warranty of Services. ESO warrants that its personnel are adequately trained and competent to perform Professional Services and/or Support Services and that each will be performed in a professional and workmanlike manner.
- 7.3. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.
- 7.4. Customer Cooperation. Customer agrees to reasonably and timely cooperate with ESO, including but not limited to providing ESO with reasonable access to its equipment, software, data and using current operating system(s).

8. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. CUSTOMER THEREFORE ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

## 9. CONFIDENTIALITY



- 9.1. "Confidential Information" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five (5) business days; (c) the Software and Documentation, whether or not designated confidential; and (d) any other nonpublic, sensitive information reasonably considered a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) is required to be disclosed by law; or (vi) PHI, which shall be governed by the Business Associate Agreement rather than this Section.
- 9.2. Nondisclosure. The parties shall not use Confidential Information for any purpose other than to fulfill the terms of this Agreement (the "Purpose"). Each party: (a) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein and (b) shall not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.
- 9.3. Disclosure of ESO's Security Policies. Customer acknowledges that any information provided by ESO pertaining to ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture are considered Confidential Information and shall be treated by Customer in accordance with the terms and conditions of this Agreement.
- 9.4. Injunction. Omitted.
- 9.5. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three (3) years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify, in writing, the destruction thereof.
- 9.6. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.
- 9.7. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.
10. **INSURANCE**. Throughout the term of this Agreement, and for a period of at least three (3) years thereafter for any insurance written on a claims-made form, ESO shall maintain in effect the insurance coverage described below:
- 10.1. Commercial general liability insurance with a minimum of \$1 million per occurrence and \$1 million aggregate;
- 10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of \$1 million for bodily injury and property damage liability;
- 10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident or disease; and
- 10.4. Computer processor/computer professional liability insurance ("Technology Errors and Omissions") covering the liability for financial loss due to error, omission or negligence of ESO, and Privacy and Network Security insurance ("Cyber") covering losses arising from a disclosure of confidential information, with a combined aggregate amount of \$3 million.
11. **INDEMNIFICATION**
- 11.1. IP Infringement. ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each an "Indemnified Claim"). If an Indemnified Claim under this Section occurs or if ESO determines that an Indemnified Claim is likely to occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably available, either party may, at its option, terminate this Agreement and/or relevant Software Schedule. ESO will refund any pre-paid Fees on a pro-rata basis for the allegedly infringing Software provided. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software that were not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer or anyone acting on Customer's behalf of the Software in connection with a third-party product or service (the combination of which causes the infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.
- 11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a



"Claim"), the party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

## 12. LIMITATION OF LIABILITY

- 12.1. **LIMITATION OF DAMAGES.** UNDER NO CIRCUMSTANCES SHALL ESO OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS.
- 12.2. **LIMITATION OF LIABILITY.** WITH THE EXCEPTION OF SECTION 12.3 (EXCEPTIONS TO THE LIMITATION OF LIABILITY), ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER OR ON BEHALF OF CUSTOMER IN THE CASE OF A THIRD-PARTY PAYER UNDER THE APPLICABLE SOFTWARE SCHEDULE OR SOW GIVING RISE TO THE CLAIM WITHIN THE PRECEDING 24-MONTH PERIOD.
- 12.3. **EXCEPTIONS TO LIMITATION OF LIABILITY.** NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY FOR CLAIMS INVOLVING A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, SHALL BE LIMITED TO \$250,000. IN ADDITION, AND NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE REQUIRED BY SECTION 10 FOR THE FOLLOWING TYPES OF CLAIMS: (I) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (II) CLAIMS ARISING FROM A BREACH OF CONFIDENTIAL INFORMATION, INCLUDING A BREACH OF PROTECTED HEALTH INFORMATION.
- 12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE

FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

- 12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

## 13. CUSTOMER DATA & PRIVACY

- 13.1. **Ownership of Data & Reports.** As between ESO and Customer, all Customer Data shall be owned by Customer. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property in any aggregated and de-identified reports, summaries, compilations, analysis or other information made available through ESO's Reporting Services. If subscribed to by Customer, ESO grants to Customer a limited, non-exclusive license to use its Reporting Services for Customer's internal purposes only during the Term of this Agreement. No other third party shall rely on ESO's Reporting Services or the contents thereof. ESO disclaims all liability for any damages related thereto. Customer acknowledges and agrees that any such license expires upon the expiration or termination of the applicable Software Schedule granting a license to ESO's Reporting Services.
- 13.2. **Use of Customer Data.** Unless it receives Customer's prior written consent, ESO: (a) shall not access, process, or otherwise use Customer Data; and (b) shall not intentionally grant any third-party access to Customer Data, including without limitation ESO's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or authorized participants in the case of Interoperability Software. Notwithstanding the foregoing, ESO may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 13.3. **Anonymized Data.** Notwithstanding any provision herein, ESO may use, reproduce, license, or otherwise exploit Anonymized Data; provided that Anonymized Data does not contain and is not PHI. ("Anonymized Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users and/or Customer's clients.)
- 13.4. **Risk of Exposure.** Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure and that, in accessing and using the SaaS, Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet. ESO makes no representations to Customer regarding the reliability, performance or security of any network or provider.



**14. FEEDBACK RIGHTS & WORK PRODUCT**

- 14.1. Feedback Rights. ESO does not agree to treat as confidential any Feedback that Customer provides to ESO. Nothing in this Agreement will restrict ESO's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or crediting Customer. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to Section 9 (Confidential Information).
- 14.2. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate SOW gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

**15. GOVERNMENT PROVISIONS**

- 15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- 15.2. Business Associate Addendum. The parties agree to the terms of the Business Associate Addendum attached hereto as Exhibit C and incorporated herein by reference.
- 15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
- 15.4. Excluded Parties List. ESO agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

**16. PHI ACCURACY & COMPLETENESS**

- 16.1. ESO provides the Software to allow Customer (and its respective Users) to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.
- 16.2. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

**17. MISCELLANEOUS**

- 17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.
- 17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.5. Assignment & Successors. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent. Except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all assets related to this Agreement, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control.
- 17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party.
- 17.7. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing



- party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than thirty (30) days, the other party may immediately terminate the applicable Software Schedule.
- 17.8. Marketing. Omitted.
- 17.9. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement unless it is an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.
- 17.12. Governing Law. This Agreement, any related Addenda, and any CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND ESO, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the State of Florida, without regard to conflicts of law.
- 17.13. Venue. The parties agree that any Dispute shall be brought exclusively in the state or federal courts of appropriate jurisdiction in the State of Florida. The parties agree to submit to the personal jurisdiction of such courts.
- 17.14. Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.
- 17.15. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST THE OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.16. Limitation Period. NEITHER PARTY, shall be liable for any claim brought more than 5 years after the cause of action for such claim first arose.
- 17.17. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within thirty (30) days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.18. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.19. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Software Schedule or SOW, with most recent Software Schedule or SOW taking precedence over earlier ones; and (3) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.
- 17.20. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.
- 17.21. Cooperative Procurement. As provided in Section 287.042(16)(a), F.S., other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the Agreement's use is cost-effective and in the best interest of the State. Upon such approval, ESO may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.
- 17.22. Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

Customer

  
[Signature]

Chris Dillie  
[Printed Name]

CEO & President  
[Title]

  
[Signature]

KATHY BRYANT  
[Printed Name]

CHAIRMAN  
[Title]

In Process

**EXHIBIT A-1****SAAS SOFTWARE SCHEDULE****(Applications - ESO EHR, ESO Fire, ESO PM)**

1. The General Terms & Conditions are incorporated herein by reference. The SaaS subscription term shall begin on October 1<sup>st</sup>, 2019 ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is live on the SaaS as quickly as possible, and in no event will the SaaS Subscription Start Date be modified for implementation delays.

2. The following SaaS may be ordered under this Exhibit:

- 2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (<http://www.esosolutions.com/software/ehr>).
- 2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (<http://www.esosolutions.com/software/personnel-management>).
- 2.3. ESO Fire is a SaaS software application for NFIRS reporting (<http://www.esosolutions.com/software/fire>).

3. Third-Party Payer is responsible for the following products and Fees: N/A

4. **Implementation Phase:** Customer desires, and ESO agrees, to implement and train Customer during the period after the Effective Date of this Agreement but prior to the SaaS Subscription Start Date for the purpose of preparing Customer to utilize the Software and training Customer's end-users. Customer agrees that Customer shall not utilize ESO's Software as a primary source of electronic patient care record recording prior to the SaaS Subscription Start Date, and should Customer usage of the Software indicate this is the case (i.e., Customer is uploading more than 500 actual patient records per month through the Software during the Implementation Phase), ESO may immediately invoice Customer for an additional \$50,000.00 prior to the SaaS Subscription Start Date. Customer hereby agrees to timely pay for the following products and service according to the schedule below:

Product Name	Product Description	Quantity	Total Price/ Discounts
ESO Implementation and Configuration	One-time fee for ESO's advance implementation and configuration of EHR, CAD Integration, Cardiac Monitor, Billing Interface, etc.	1	\$65,000.00
EHR Training	Daily Rate	3 /Day	\$4,485.00
	Fee Type: One-Time		

List Price: \$69,485.00

Discounts: \$0.00

Tax: \$0.00

Total: \$69,485.00



5. As of the SaaS Subscription Start Date, Customer hereby agrees to timely pay for the following products according to the schedule below:

Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.  Fee Type: Recurring	125000 /Calls	\$116,990.00
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.  Fee Type: Recurring	125000 /Incidents	\$4,995.00
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included.  Fee Type: Recurring	125000 /Incidents	\$2,495.00
EHR Billing Standard Interface	Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.  Fee Type: Recurring	125000 /Incidents	\$1,295.00
Interface - ESO EHR FIREHOUSE	Annual recurring cost. Allows for basic NFIRS data to be transmitted from ESO EHR to client's FIREHOUSE software for completion of NFIRS records.  Fee Type: Recurring	125000 /Incidents	\$ 995.00
Interface - ESO EHR FIREHOUSE Discount	FIREHOUSE ESO integration  Fee Type: Recurring		(\$ 995.00)
NEMIS Data Import - one-time	  Fee Type: One-Time	X /Calls	\$12,995.00

List Price: \$139,765.00

Discounts: (\$995.00)

Tax: \$0.00

Total: \$138,770.00

6. All the Fees above will be invoiced by ESO as follows:

6.1 The Fees under Section 4, "Implementation Phase," shall be invoiced in advance on the Effective Date.

6.2 The Fees under Section 5 shall be invoiced upon the SaaS Subscription Start Date.

6.3 During the second year and any renewal years thereafter, 100% of the Fees shall become due on the anniversary of the SaaS Subscription Start Date.

**EXHIBIT B**  
**SUPPORT SERVICES ADDENDUM**

1. **DEFINITIONS.** Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.
  - 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
  - 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
  - 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.
  - 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
  - 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
  - 1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.
  - 1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
  - 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g. a User cannot access the Software due to unscheduled downtime or an Outage).
  - 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g. a User cannot access a core component of the Software).
  - 1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g. User is experiencing latency in reports).
  - 1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.
  - 1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
  - 1.4. "Online Support" means information available through ESO's website ([www.esosolutions.com](http://www.esosolutions.com)), including frequently asked questions and bug reporting via Live Chat.
  - 1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.
  - 1.6. "Update" means an update or revision to Software, typically for Error Correction.
  - 1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
  - 1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.
2. **SUPPORT SERVICES.**
  - 2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
  - 2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer,



including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

- 2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.
- 2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.
3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail ([support@esosolutions.com](mailto:support@esosolutions.com)) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.
  - 3.1. **Severity 1 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.
  - 3.2. **Severity 2 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within forty-eight hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.
  - 3.3. **Severity 3 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.
  - 3.4. **Severity 4 Error.** ESO shall (i) provide an Initial Response within seven calendar days.
4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.
5. **EXCLUSIONS.**
  - 5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.
  - 5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.
  - 5.3. ESO is not responsible for any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.
  - 5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.
6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.



**EXHIBIT C**  
**HIPAA BUSINESS ASSOCIATE ADDENDUM**

Customer and ESO Solutions, Inc. ("Business Associate") agree that (1) this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Agreement, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum ("Addendum").

1. **Scope.** This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. **Reporting to Covered Entity.** Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. **Access to PHI.** Within five (5) business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. **Amendment of PHI.** Within five (5) business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set),



Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.
13. Accounting of Disclosures. Within five (5) business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven (7) business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Data Usage Provision. Business Associate may aggregate and de-identify PHI and/or create limited data sets for use in research, evaluation and for publication or presentation of patient care quality improvement practices and outcomes. The Parties understand and agree that such aggregated and de-identified data is no longer PHI subject to the provisions of HIPAA and agree that Business Associate may retain such limited data sets indefinitely thereafter. Business Associate agrees that it will comply with all terms of this Agreement with respect to the limited data sets and that it shall not re-identify or attempt to re-identify the information contained in the limited data set, nor contact any of the individuals whose information is contained in the limited data set.
22. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
  - 22.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and
  - 22.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.
23. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ESO Solutions, Inc.**

**Customer**



[Signature]

Chris Dillie

[Printed Name]

CEO & President

[Title]



[Signature]

KATHY BRYANT

[Printed Name]

CHAIRMAN

[Title]

In Process

**EXHIBIT D**  
**Pricing Memorandum**

ESO offers subscriptions to its Software on a tier-based system derived from Customer electronic patient care record volume from October 1<sup>st</sup> to September 30<sup>th</sup> of each year ("*SaaS Subscription Period*"). Annual record volume may be estimated by averaging no less than six (6) consecutive months of Customer record volume from the current Term and multiplying the result by twelve. Should the annual record volume estimation described above result in Customer rising into a new pricing tier, ESO shall inform Customer of the impending change in pricing as set forth above. Increased Customer pricing shall take effect as set forth above.

As of the effective date of this Agreement, Customer and ESO agree that Customer annual electronic patient care record volume per year has been estimated to fall between 100,000 – 125,000 records per year. Should Customer annual record volume be estimated to rise to 125,001 – 150,000 records per year, the following pricing shall apply:

EHR Suite w/ QM & Mobile annual subscription:	\$137,990.00
Billing Standard Interface:	\$1,595.00
Cardiac Monitor Integration:	\$2,995.00
CAD Integration annual subscription:	\$4,995.00
Firehouse Interface:	\$0.00

Annually recurring grand total: \$147,575.00

Should Customer annual record volume be estimated to rise to 150,001 – 175,000 records per year, the following pricing shall apply:

EHR Suite w/ QM & Mobile annual subscription:	\$152,990.00
Billing Standard Interface:	\$1,595.00
Cardiac Monitor Integration:	\$2,995.00
CAD Integration annual subscription:	\$5,995.00
Firehouse Interface:	\$0.00

Annually recurring grand total: \$163,575.00

Should Customer annual record volume be estimated to rise to 175,001 – 200,000 records per year, the following pricing shall apply:

EHR Suite w/ QM & Mobile annual subscription:	\$167,990.00
Billing Standard Interface:	\$1,595.00
Cardiac Monitor Integration:	\$2,995.00
CAD Integration annual subscription:	\$5,995.00
Firehouse Interface:	\$0.00

Annually recurring grand total: \$178,575.00

Should Customer annual record volume be estimated to rise to 200,001 – 300,000 records per year, the following pricing shall apply:

EHR Suite w/ QM & Mobile annual subscription:	\$204,990.00
Billing Standard Interface:	\$2,495.00
Cardiac Monitor Integration:	\$2,995.00
CAD Integration annual subscription:	\$5,995.00
Firehouse Interface:	\$0.00

Annually recurring grand total: \$216,475.00

Should Customer annual record volume be estimated to rise above 300,001 records per year, the following pricing shall apply:

EHR Suite w/ QM & Mobile annual subscription:	\$269,995.00
Billing Standard Interface:	\$2,495.00
Cardiac Monitor Integration:	\$2,995.00
CAD Integration annual subscription:	\$5,995.00
Firehouse Interface:	\$0.00
Annually recurring grand total:	\$281,480.00

Notwithstanding the foregoing, ESO reserves the right to increase the fees described in this exhibit by no more than two percent (2%) per year for each year the Agreement is in effect beginning October 1, 2020. Furthermore, ESO is under no obligation to provide this pricing in the event this Agreement is terminated.

In Process



### **ADDITIONAL TERMS AND CONDITIONS TO MASTER SUBSCRIPTION AND LICENSE AGREEMENT**

This Additional Terms and Conditions to Master Subscription and License Agreement (this "Additional Terms"), is entered into by and between ESO Solutions, Inc., 11500 Alterra Parkway Ste 100, Austin, TX 78758 ("ESO") and Marion County, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Ave., Ocala, FL 34471 ("Customer"), whereby it is agreed as follows:

**WHEREAS**, the parties are contemporaneously hereto entering into a Master Subscription and License Agreement (the "Agreement"),

**WHEREAS**, the Agreement requires mandatory public records provisions pursuant to Chapter 119.0701, Florida Statutes; and,

**WHEREAS**, the parties wish to add these Additional Terms to the Agreement in order to comply with the statutorily imposed language, and in consideration of the mutual covenants and conditions contained herein, it is hereby

**AGREED that:**

1. This Additional Terms shall amend and become a part of the Agreement.
2. If, under the Agreement, ESO is providing services and is acting on behalf of Customer as provided under section 119.011(2), Florida Statutes, ESO shall:
  - a. Keep and maintain public records required by Customer to perform the Agreement;
  - b. Upon request from Customer's custodian of records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if ESO does not transfer the records to Customer; and,
  - d. Upon completion of the Agreement, transfer, at no cost, to Customer, all public records in possession of ESO or keep and maintain public records required by Customer to perform the Agreement. If ESO transfers all public records to Customer upon completion of the Agreement, ESO shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ESO keeps and maintains public records upon completion of the Agreement, ESO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records in a format that is compatible with the information technology systems of Customer.
3. **IF ESO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ESO'S DUTY TO PROVIDE PUBLIC RECORDS**


**RELATING TO THE AGREEMENT, CONTACT CUSTOMER'S CUSTODIAN OF  
PUBLIC RECORDS AT:**

**Public Relations**  
**601 SE 25th Ave.**  
**Ocala, FL 34471**  
**Phone: 352-438-2300**  
**Fax: 352-438-2309**  
**Email: PublicRelations@MarionCountyFL.org**

4. No other terms or conditions of the Agreement are negated or changed as a result of this Additional Terms and Conditions.

IN WITNESS THEREOF, the parties have entered this ADDITIONAL TERMS AND CONDITIONS TO MASTER SUBSCRIPTION AND LICENSE AGREEMENT on the date of the last signature below.

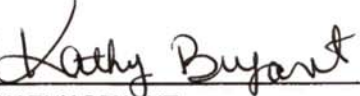
ESO SOLUTIONS, INC.

By:   
Printed Name: Chris Dillie  
Its: CEO & President  
Date: 9/5/18

ATTEST:

MARION COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

 SEP 19 2018  
DAVID R. ELLSPERMANN, DATE  
CLERK OF COURT

 SEP 18 2018  
KATHY BRYANT DATE  
CHAIRMAN

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BCC APPROVED:  
ACCEPTANCE DATE: SEP 18 2018

 9-18-18  
for MATTHEW MINTER, DATE  
COUNTY ATTORNEY



### EXHIBIT #3

#### SCHEDULE OF SUBSCRIPTION FEES

The SaaS subscription term shall begin 15 calendar days after the Effective Date (“SaaS Subscription Start Date”). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.

The following SaaS may be ordered under this Exhibit:

- 2.1. ESO Electronic Health Record (“EHR”) is a SaaS software application for prehospital patient documentation (<http://www.esosolutions.com/software/ehr>).
- 2.2. ESO Personnel Management (“PM”) is a SaaS software application for tracking personnel records, training courses and education history (<http://www.esosolutions.com/software/personnel-management>).
- 2.3. ESO Fire is a SaaS software application for NFIRS reporting (<http://www.esosolutions.com/software/fire>).

The following Third-Party Data may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code, 2012 International Fire Code.

Customer hereby agrees to timely pay for the following products according to the schedule below:

Product Name	Product Description	Quantity	Total Price/ Discounts
NEMSIS Data Import - one-time		All legacy data	\$4,995.00
EHR Training	Fee Type: One-Time Daily Rate	3 /Day	\$2,985.00
EHR Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option. Fee Type: One-Time	1500 /Travel Cost	\$1,500.00
NFIRS Data Import - one time	Data migration from previous RMS platform. Fee Type: One-Time	All legacy data	\$1,995.00
Properties/Inspections Data Import – 1st station	Data migration of Properties data and inspection reports into ESO's Properties & Inspections applications from a previously used RMS. Fee Type: One-Time	1 /Stations	\$ 995.00
Properties/Inspections Data Import – Additional Stations	Additional Station count for Data Migration for Properties And Inspections. Fee Type: One-Time	4 /Stations	\$ 780.00

**List Price:** \$13,250.00

**Discounts:** \$0.00

**Tax:** \$0.00

**Total:** \$13,250.00

Customer hereby agrees to timely pay for the following products according to the schedule below:

Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.  Fee Type: Recurring	5000 - 7500 / Incidents	\$12,890.00
<i>EHR Suite w/ QM &amp; Mobile Discount</i>	  Fee Type: Recurring		(\$1,299.00)
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.  Fee Type: Recurring	5000 - 7500 / Incidents	\$2,495.00
<i>CAD Integration Discount</i>	  Fee Type: Recurring		(\$ 249.50)
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included.  Fee Type: Recurring	5000 - 7500 / Incidents	\$ 995.00
<i>Cardiac Monitor Discount</i>	  Fee Type: Recurring		(\$ 99.50)
Fire Bundle - Career - 1st Station	Includes ESO Fire Incidents, Properties & Inspections.  Fee Type: Recurring	1 /Stations	\$2,145.00
<i>Fire Bundle - Career - 1st Station - Discount</i>	  Fee Type: Recurring		(\$ 214.50)
Fire Bundle - Career - Additional Stations	Includes ESO Fire Incidents, Properties & Inspections.  Fee Type: Recurring	4 /Stations	\$6,580.00
<i>Fire Bundle - Career - Additional Stations - Discount</i>	  Fee Type: Recurring		(\$ 658.00)
Telestaff Integration	  Fee Type: Recurring	5000 - 7500 / Incidents	\$1,395.00
<i>Telestaff Integration Discount</i>	  Fee Type: Recurring		(\$ 139.50)

List Price: \$26,500.00

Discounts: (\$2,650.00)

Tax: \$0.00

Total: \$23,850.00

All the Fees above will be invoiced by ESO as follows:

- 7.1. Training and Training Travel Fees shall be invoiced on the Effective Date.
- 7.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.
- 7.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

# ESO Software

***Palm Coast Fire Department***  
***May 28, 2019***



# Background



The Palm Coast Fire Department is subject to Records Retention and Reporting requirements:

- US Fire Administration
- State of Florida
- EMS

Palm Coast Fire Department utilizes two records management systems to meet requirements:

- FirePrograms
- EMS Pro



# Challenge



- Current systems were implemented in 1998, reaching “end of life”
- Current Systems are Window based systems, limited to desktop and laptop access
- FirePrograms indicated its system will not be compatible with future Windows updates
- Current systems are not interoperable with other local fire departments and medical facilities





# ESO Solution



The proposed ESO Records Management system will:

- Replace both of our current outdated systems
- Be cloud based – not limited to access via desktops and laptops
- Bridge the data gap between agencies and EMS with bidirectional data sharing to support operational and quality process needs
  - Flagler County uses ESO
  - ESO is being considered by other local hospitals
- Improve patient outcome goals by allowing stakeholders to do comparative analysis of hospital and EMS data to achieve positive outcomes for our citizens



# ESO Solution, financial



Product Name	Product Description	Quantity	Total Price/ Discounts
NEMSIS Data Import - one-time	Fee Type: One-Time	All legacy data	\$4,995.00
EHR Training	Daily Rate Fee Type: One-Time	3 /Day	\$2,985.00
EHR Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option. Fee Type: One-Time	1500 /Travel Cost	\$1,500.00
NFIRS Data Import - one time	Data migration from previous RMS platform. Fee Type: One-Time	All legacy data	\$1,995.00
Properties/Inspections Data Import – 1st station	Data migration of Properties data and inspection reports into ESO's Properties & Inspections applications from a previously used RMS. Fee Type: One-Time	1 /Stations	\$ 995.00
Properties/Inspections Data Import – Additional Stations	Additional Station count for Data Migration for Properties And Inspections. Fee Type: One-Time	4 /Stations	\$ 780.00

List Price: \$13,250.00

Discounts: \$0.00

Tax: \$0.00

Total: \$13,250.00



# ESO Solution financial



Product Name	Product Description	Quantity	Total Price/ Discounts
EHR Suite w/ QM & Mobile	Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades. Fee Type: Recurring	5000 - 7500 / Incidents	\$12,890.00
EHR Suite w/ QM & Mobile Discount	Fee Type: Recurring		(\$1,289.00)
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply. Fee Type: Recurring	5000 - 7500 / Incidents	\$2,495.00
CAD Integration Discount	Fee Type: Recurring		(\$ 249.50)
Cardiac Monitor	Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Fee Type: Recurring	5000 - 7500 / Incidents	\$ 995.00
Cardiac Monitor Discount	Fee Type: Recurring		(\$ 99.50)
Fire Bundle - Career - 1st Station	Includes ESO Fire Incidents, Properties & Inspections. Fee Type: Recurring	1 /Stations	\$2,145.00
Fire Bundle - Career - 1st Station - Discount	Fee Type: Recurring		(\$ 214.50)
Fire Bundle - Career - Additional Stations	Includes ESO Fire Incidents, Properties & Inspections. Fee Type: Recurring	4 /Stations	\$6,580.00
Fire Bundle - Career - Additional Stations - Discount	Fee Type: Recurring		(\$ 658.00)
Telestaff Integration	Fee Type: Recurring	5000 - 7500 / Incidents	\$1,395.00
Telestaff Integration Discount	Fee Type: Recurring		(\$ 139.50)

List Price: \$26,500.00  
 Discounts: (\$2,650.00)  
 Tax: \$0.00  
 Total: \$23,850.00



# Recommended Action



The Palm Coast Fire Department proposes that the City of Palm Coast piggyback the Marion County Contract with ESO Solutions, Inc. to acquire the ESO Records Management Software.



# Questions?



## City of Palm Coast, Florida Agenda Item

Agenda Date : 05/28/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6677	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING AN AMENDMENT TO THE WORK SQUAD CONTRACT #W1141 WITH THE FLORIDA DEPARTMENT OF CORRECTIONS	
<b>Background :</b> The Public Works Streets and Drainage Division is responsible for the maintenance of roadways, swales and drainage ditches throughout the City of Palm Coast. Since January 2008, the Streets and Drainage Division has used an inmate labor crew of eight people provided through the Florida Department of Corrections to assist with the manual labor necessary to maintain a high level of service to the citizens of Palm Coast.  Our experience with these crews has been nothing but positive since the beginning of this program in 2009. They accomplish a great deal of work at very little cost to the City. While they are directly supervised by the officers from Tomoka Correctional Institute, they often work side-by-side with City crews. They have proven to be very effective with the drainage ditch clearing, roadside maintenance and other tasks.  In June 2018, City Council approved an additional inmate crew under contract #W1141 with the Florida Department of Corrections (FDOC). FDOC has proposed an amendment to their contract with the City, as shown in the attached proposed contract amendment.		
<b>Recommended Action :</b> Adopt Resolution 2019-XX approving an amendment to the work squad contract #W1141 with the Florida Department of Corrections.		

**RESOLUTION 2019-\_\_\_\_**  
**AMENDMENT TO THE**  
**ADDITIONAL INMATE LABOR WORK CREW**  
**#W1141**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE AMENDMENT TO THE CONTRACT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR AN ADDITIONAL INMATE LABOR WORK CREWS WITHIN THE CITY OF PALM COAST; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Corrections has expressed a desire to provide to the City of Palm Coast the use of inmate labor work crews within the City of Palm Coast; and

**WHEREAS**, Section 944.10(7) and Section 946.40, *Florida Statutes*, and Rules 33-601.201 and 33-601.202, *Florida Administrative Code*, provide for the use of inmate labor in work programs; and

**WHEREAS**, FDOC has proposed an amendment to Contract #W1141 relating to the additional inmate crew Council approved in June 2018; and

**WHEREAS**, the City Council of the City of Palm Coast desires to amend the contract with the Florida Department of Corrections for the use of the additional inmate labor work crews.

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

**SECTION 1. APPROVAL OF CONTRACT AMENDMENT.** The City Council of Palm Coast hereby approves the terms and conditions of the amendment to the contract with the Florida Department of Corrections #W1141, 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 amend and execute the contract amendment to #W1141 as depicted in Exhibit "A."

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 4<sup>th</sup> day of June 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

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

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

Approved as to form and legality

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

Attachment – Exhibit A –Florida Department of Corrections Contract Amendment #W1141



FLORIDA  
DEPARTMENT of  
CORRECTIONS

Governor

RON DESANTIS

Secretary

MARK S. INCH

501 South Calhoun Street, Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

May 23, 2019

Jim Landon  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164  
Telephone: (386) 986-3796

RE: Work Squad Contract #W1141, Amendment #1

Dear Mr. Landon:

Attached for signature is original in PDF format of Work Squad Contract #W1141, Amendment #1 between the Department of Corrections and your organization. This Amendment will begin on August 24, 2019 or the date it is signed by all parties and will end on August 23, 2022.

To provide a seamless transition in contracting, **please print two (2) copies of the attached original work squad contract amendment and have the two (2) originals signed and returned to this office, via Express Mail, as soon as possible.** Once the Work Squad Contract has been executed by the Department, one (1) executed original of the Work Squad Contract will be returned to you by Express Mail.

The address to return the Contract via express mail is:

Florida Department of Corrections  
Bureau of Procurement  
Attention: Mrs. Cristy Martin  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500

As a reminder, please be advised:

- to include the Work Squad Contract number (W1141) on all associated invoices and correspondence;
- that changes to the scope of services or changes in pricing cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office;
- that services may not be provided after the expiration date unless the Work Squad Contract has been renewed or extended through a formal renewal/extension, executed by both parties and issued by this office; and
- invoices may be submitted after the expiration date for services properly provided up to and including the expiration date of the Work Squad Contract.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

Mrs. Cristy Martin

Mrs. Cristy Martin  
Purchasing Analyst  
Bureau of Procurement

**CONTRACT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**CITY OF PALM COAST**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and the City of Palm Coast (“Agency”), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for a three (3) year term pursuant to Section I., B., Contract Renewal, and revises Section I., A., Contract Term. The Department is exercising its final renewal option.
- Revises Section II., B., 3., Communications Equipment, third paragraph; and
- Revises Addendum A, third line.

Original Contract Term: August 24, 2018 through August 23, 2019

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:

I. A. Contract Term

This Contract began on August 24, 2018, and shall end at midnight on August 23, 2022.

2. Section II., B., 3., Communications Equipment, third paragraph, is hereby revised to read:

II. B. 3. Communications Equipment

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effectuate the deprogramming of radio communications equipment provided by the Agency.

3. Addendum A, third line, is hereby revised to read:

Interagency Contract Number W1141, Amendment #1 Effective August 24, 2019.

<b>REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK</b>
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All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: CITY OF PALM COAST**

SIGNED  
BY: \_\_\_\_\_  
  
NAME: \_\_\_\_\_  
  
TITLE: \_\_\_\_\_  
  
DATE: \_\_\_\_\_  
  
FEIN: \_\_\_\_\_

**FLORIDA DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality, subject to execution.**

SIGNED  
BY: \_\_\_\_\_  
  
NAME: Kasey B. Faulk  
  
TITLE: Chief, Bureau of Procurement  
  
DATE: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_  
  
NAME: Kenneth S. Steely  
  
TITLE: General Counsel  
  
DATE: \_\_\_\_\_

**Revised Addendum A**  
**Inmate Work Squad Detail of Costs for City of Palm Coast**  
**Interagency Contract Number W1141 Amendment #1 Effective August 24, 2019**

\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES  
TO BE REIMBURSED BY THE AGENCY:**

	# Officer: Multiplier		Per Officer Annual Cost	Total Annual Cost
Officers Salary	1	\$	54,194.00 **	\$ 54,194.00
Salary Incentive Payment		\$	1,128.00	\$ 1,128.00
Repair and Maintenance		\$	121.00	\$ 121.00
State Personnel Assessment		\$	354.00	\$ 354.00
Training/Criminal Justice Standards		\$	200.00	\$ 200.00
Uniform Purchase		\$	400.00	\$ 400.00
Uniform Maintenance		\$	350.00	\$ 350.00
Training/Criminal Justice Standards *		\$	2,225.00	
<b>TOTAL - To Be Billed By Contract To Agency</b>		<b>\$</b>	<b>58,972.00</b>	<b>\$ 56,747.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

**II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:**

Costs include but may not be limited to the following:  
Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

**TOTAL - To Be Billed By Contract To Agency**

Number Squads	Total Annual Cost
1	\$ 750.00
<b>TOTAL - To Be Billed By Contract To Agency</b>	<b>\$ 750.00</b>

**III. ADDITIONAL AGENCY EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

**CELLULAR PHONE WITH SERVICE REQUIRED:** YES ☒ NO ☐  
**ENCLOSED TRAILER REQUIRED:** YES ☐ NO ☒

**Revised Addendum A**  
**Inmate Work Squad Detail of Costs for City of Palm Coast**  
**Interagency Contract Number W1141 Amendment #1 Effective August 24, 2019**

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

Hand Held Radio	MACOM	\$4969.00
Vehicle Mounted Radio	MACOM	\$5400.00

☐  
☒

<b>Per Unit Cost</b>
--------------------------

<b>Number of Units</b>
----------------------------

1

**TOTAL Operating Capital To Be Advanced By Agency**

Total Cost
\$ -
\$ -
\$ -

Bill To Agency	Provided By Agency	Already Exists
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
**(Total of Sections V. and VI.)**

<b>Year 1</b>	\$57,497.00
<b>Year 2</b>	\$57,497.00
<b>Year 3</b>	\$57,497.00
<b>TOTAL</b>	<b>\$172,491.00</b>

**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department,  
the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Revised Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for City of Palm Coast**  
**Interagency Contract Number W1141 Amendment #1 Effective August 24, 2019**

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.  
**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

## City of Palm Coast, Florida Agenda Item

Agenda Date : 05/28/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	6675	<b>Account</b>
		<b>#</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		