City of Palm Coast
Agenda

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Business Meeting

Mayor Michael Norris
Vice Mayor Ty Miller
Council Member Tony Amaral, Jr
Council Member Ray Stevens
Council Member Darlene Shelley

Tuesday, December 1, 2026 **6:00 PM** **City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, 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 and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting 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/@PalmCoastFL.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while Council is in session. Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

(1) This agenda item has a thirty (30) minute limit.
(2) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
(3) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
(4) Public speakers may address their comments to the Council as a whole, the Mayor, or to an individual Council Member
(5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
(a) make their comments concise and to the point;
(b) not speak more than once on the same subject;
(c) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
(d) obey the orders of the Mayor or the City Council; and (e) not make any irrelevant, impertinent or

slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
(6) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit. Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting. Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

E. APPROVAL OF MINUTES

1. MINUTES OF THE CITY COUNCIL: NOVEMBER 17, 2026 BUSINESS MEETING

F. CONSENT

1. RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL STATE OF MINNESOTA CONTRACT WITH HERC RENTALS, INC., FOR EQUIPMENT RENTAL ON AN AS-NEEDED BASIS

2. RESOLUTION 2026-XX APPROVING THE EXECUTION OF A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT FOR THE DESIGN OF BURROUGHS DRIVE STORMWATER PARK

3. RESOLUTION 2026-XX APPROVING ADDITIONAL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE COMPLETION OF THE P-1 WEIR REPLACEMENT PROJECT

4. RESOLUTION 2026-XX APPROVING WORK ORDERS WITH CONNECT CONSULTING, INC., FOR EVALUATION AND REHABILITATION OF WELLS SW-37 AND SW-114R

G. RESOLUTIONS

1. RESOLUTION 2026-XX APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR PROGRAM YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026

2. RESOLUTION 2026-XX APPROVING CONSTRUCTION CONTRACTS FOR MULTI-SITE STORMWATER PIPE LINING REHABILITATION

3. RESOLUTION 2026-XX APPROVING AN AGREEMENT WITH VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION FOR A SEMINOLE WOODS BOULEVARD FEASIBILITY STUDY

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

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

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

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

L. ADJOURNMENT

1. AGENDA WORKSHEET AND CALENDAR

City of Palm Coast, Florida
Agenda Item

Agenda Date: December 1, 2026 **Agenda Item:** E.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**
Subject: MINUTES OF THE CITY COUNCIL: NOVEMBER 17, 2026 BUSINESS MEETING	
Presenter:	
Attachments: 1. Minutes (1)	
Background:	
Recommended Action: **APPROVE MINUTES OF THE CITY COUNCIL: NOVEMBER 17, 2026 BUSINESS MEETING**	

City of Palm Coast Minutes

City Council Business Meeting

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, November 17, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, 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 and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting 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/@PalmCoastFL.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while Council is in session. Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

City Clerk Kaley Cook called the roll. All members were present.

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

(1) This agenda item has a thirty (30) minute limit.
(2) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.

(3) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
(4) Public speakers may address their comments to the Council as a whole, the Mayor, or to an individual Council Member
(5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
(a) make their comments concise and to the point;
(b) not speak more than once on the same subject;
(c) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
(d) obey the orders of the Mayor or the City Council; and (e) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
(6) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit. Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting. Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

Gary Kunnas was glad to see a change in Council.

Jessica Krack Ramble shared that she deeply values public safety but that the lighting project on Rymfire has ruined resident livability, that lights are glaring into her home, complaints filed, staff visits, and asked Council to direct staff to review potential solutions.

Debbie Palazzo reiterated the issues of the prior speaker.

David Kriete thanked the Council Members for serving, discussed an eyesore being built on SR 100, retention pond dumping into the Z section, voicemail from Code Enforcement regarding approvals from Stormwater, photos that he would like provided to the new Council Members, asked where taxpayer money is going, waste of taxpayer dollars, problem with the sidewalks holding water, and that Council can control Mr. McGlothlin who controls the staff.

Mr. McGlothlin replied to public comment to share his inspection of the Rymfire area, worked with the engineer for light shielding, requests for subsequent shielding, and provided comments from engineering.

City Council held discussion on the potential of other solutions to include dimming or different lighting types, process with FPL for installation, and any technical limitations.

Mr. McGlothlin and Mr. Cote discussed the topic with City Council and provided requested details.

E. APPROVAL OF MINUTES

1. MINUTES OF THE CITY COUNCIL: OCTOBER 20, 2026 BUSINESS MEETING

Motion to approve the minutes by Council Member Sullivan and seconded by Council Member Miller.

Passed

Approved – 5- Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

F. RESOLUTIONS

1. RESOLUTION 2026-155 APPROVING A BUDGET AMENDMENT FOR THE 2025-2026 BUDGET RELATING TO THE APPROPRIATIONS OF FUNDS FOR THE FIRE IMPACT FEE FUND

Mayor Norris read the title into the record.

Raelene Bowman, Accountant II, was available for any questions.

Mayor Norris asked about the increase.

Ms. Bowman provided the details of the increase.

Motion to approve the Resolution by Vice Mayor Pontieri and seconded by Council Member Sullivan.

Public Comment:
There were none.

Passed

Approved – 5- Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

2. RESOLUTION 2026-156 APPROVING A BUDGET AMENDMENT FOR THE 2025-2026 BUDGET RELATING TO THE APPROPRIATIONS OF FUNDS FOR THE TRANSPORTATION IMPACT FEE FUND AND THE OLD KINGS ROAD SPECIAL ASSESSMENT FUND

Mayor Norris read the title into the record.

Ms. Bowman was available for any questions.

Motion to approve the Resolution by Council Member Gambaro and seconded by Council Member Miller.

Public Comment:
There were none.

Passed

Approved – 5- Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

3. RESOLUTION 2026-157 CERTIFYING THE FINAL 2026 GENERAL ELECTION RESULTS

Mayor Norris read the title into the record.

Motion to approve the Resolution by Council Member Gambaro and seconded by Council Member Miller.

Public comment:
There were none.

Passed

Approved – 5- Vice Mayor Theresa Pontieri, Council Member Charles Gambaro, Council Member Ty Miller, Council Member David Sullivan, Mayor Michael Norris

Mr. McGlothlin presented plaques to the exiting and incoming City Council Members.

G. OATH OF OFFICE FOR NEWLY ELECTED COUNCIL MEMBERS

1. OATH OF OFFICE FOR NEWLY ELECTED COUNCIL MEMBERS FOR DISTRICT SEATS 2, 3, AND 4

The City Clerk administered the oath of office to Tony Amaral, Jr., Ray Stevens, and Darlene Shelley.

H. ORGANIZATIONAL ITEMS

1. VICE MAYOR APPOINTMENT FOR FY 2026-2027

Mayor Norris opened the item.

Mayor Norris passed the gavel to Council Member Miller.

Motion by Mayor Norris and seconded by Council Member Amaral to appoint Council Member Miller to Vice Mayor.

Passed

Approved – 4- Council Member Ty Miller, Council Member Tony Amaral, Council Member Darlene Shelley, Mayor Michael Norris

Denied – 1- Council Member Ray Stevens

2. COUNCIL LIAISON APPOINTMENTS FOR FY 2026-2027

City Council made the following appointments:

- **Affordable Housing Advisory Committee** – Council Member Shelley (Alternate – Mayor Norris)
- **Family Life Center** – Council Member Shelley (Alternate – Vice Mayor Miller)
- **Flagler County Cultural Council** – Council Member Amaral (Alternate – Council Member Shelley)
- **Flagler County Transportation Disadvantaged Local Coordinating Board** – Mayor Norris (Alternate – Vice Mayor Miller)
- **Flagler Humane Society Liaison** – Council Member Stevens (Alternate - Council Member Shelley)
- **Flagler Schools Oversight Committee** – Vice Mayor Miller (Alternate – Council Member Amaral)
- **Florida Department of Juvenile Justice, Circuit 7** – Council Member Stevens (Alternate – Mayor Norris)
- **Joint Cities and County Workshop** – Vice Mayor Miller and Mayor Norris
- **Volusia-Flagler Transportation Planning Organization (previously known as River to Sea TPO)** – Vice Mayor Miller (alternate Council Member Amaral)
- **St. Johns River Water Management District** – Mayor Norris (Alternate Council Member Shelley)
- **Tourist Development Council** – Vice Mayor Miller (Alternate – Council Member Stevens)
- **Northeast Florida Regional Council** – Mayor Norris (Alternate – Council Member Amaral)

I PUBLIC COMMENTS

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

Reasa Pabst congratulated and welcomed the new City Council Members, believed the residents deserve a more honest conversation about public safety and spending, that law enforcement should be held to a higher standard, and encouraged an audit of the Flagler County Sheriff's Office.

Chantal Preuninger discussed when a Council Member should take office and shared support for Council Member Shelley.

Mark Stancel thanked Vice Mayor Miller for all he does with the TPO, welcomed the new Council Members, and had hopes for the new Council.

David Kriet offered congratulations, shared comments to each Council Member, and discussed a stormwater department complaint.

Dennis McDonald congratulated the new Council Members, discussed evaluation of the City Manager and City Attorney, asked for Council to complete an evaluation within 6 months of this meeting, and that residents need to understand where Council stands on their two employees.

Mayor Norris shared that the previous Council had already done an evaluation of the City Manager.

Council Member Stevens agreed with the comments of Mr. McDonald, agreed that the City Manager and City Attorney need a performance evaluation biannually or annually, and details of the contact with the Douglas Law Firm.

Attorney Duffy highlighted that there are multiple attorneys at the Douglas Law Firm who assist the City.

Council Member Shelley shared concerns and wanted unbiased advice.

City Council provided consensus to do a review for the City Attorney.

Mayor Norris asked Ms. Fuller to please provide a way to evaluate the attorney.

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

Vice Mayor Miller discussed upcoming events and provided sports updates.

Council Member Amaral shared thanks, looked forward to productive sessions, and doing great things.

Council Member Shelley thanked everyone who supported her, looked forward to representing District 4 and the City, and looked forward to protecting the rights of the residents of Palm Coast.

Mayor Norris shared an invitation to the ribbon cutting at the Promenade this afternoon.

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

Attorney Duffy welcomed the new Council Members.

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

1. REPORTING OF EMERGENCY AND SOLE SOURCE FOR OCTOBER 2026

There were no comments or questions

Mr. McGlothlin said farewell to the prior Council Members and welcomed the new Council Members into session.

M. ADJOURNMENT

The meeting was adjourned at 10:06 a.m. Respectfully submitted by: Kaley Cook, CMC, FCRM City Clerk

City of Palm Coast, Florida
Agenda Item

Agenda Date: December 1, 2026 **Agenda Item:** F.1

Department STORMWATER AND ENGINEERING **Division** STORMWATER AND ENGINEERING	**Amount** **Org/Account #** MULTIPLE ACCOUNTS CITYWIDE

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL STATE OF MINNESOTA CONTRACT WITH HERC RENTALS, INC., FOR EQUIPMENT RENTAL ON AN AS-NEEDED BASIS

Presenter: Eric Gebo, Architect

Attachments:

1. Resolution
2. Draft Piggyback Contract

Background:

City staff recommends using the Sourcewell State of Minnesota contract (RFP No. 040924) with Herc Rentals, Inc., through June 11, 2028, to obtain competitively priced equipment rentals as needed.

This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.

Since the underlying contract is an agreement on a per unit price basis, City staff will rent equipment as needed using budgeted funds appropriated by City Council.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL STATE OF MINNESOTA CONTRACT WITH HERC RENTALS, INC., FOR RENTAL EQUIPMENT ON AN AS-NEEDED BASIS

RESOLUTION 2026-___
PIGGYBACK WITH HERC RENTALS, INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING SOURCEWELL MINNESOTA CONTRACT WITH HERC RENTALS, INC., FOR EQUIPMENT RENTALS ON AN AS-NEEDED BASES; 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, Herc Rentals, Inc., has expressed a desire to provide equipment rental for various projects citywide to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Sourcewell Minnesota contract (RFP#040924) with Herc Rentals, Inc., for the above-mentioned services and equipment on an as-needed basis.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between the Sourcewell Minnesota contract (RFP#040924) with Herc Rentals, Inc for equipment rentals on an as-needed basis as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted

purchase. Further, the City Manager has the authority to execute amendments to the Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 1st day of December 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Piggyback Contract with Herc Rentals, Inc.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Herc Rentals, Inc.

Bid/Contract Ref # Rental Equipment RFP #040924

Agency Name: Sourcewell State of Minnesota

Contract Type: Piggyback

Contract Value Over $100K

Resolution # _____ **City Council Approval Date:**_____

Contract Term End Date 6/11/2028

Renewable Y/N Y **If yes # and length of renewals:** Three (3) Additional One-Year Renewals

City's Project Manager(s) Andy Hyatt

In Process

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcewell Agreement for Rental Equipment as needed.

Approvals:

Responsible Dept. Director _____ **Date:**_____

City Finance _____ **Date:**_____

City Attorney _____ **Date:**_____

City Manager _____ **Date:**_____

Vendor Name and Email Jason Oosterbeek Jason.Oosterbeek@hercrentals.com

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

CERTIFICATION REGARDING PROHIBITION AGAINST USE OF DIVERSITY, EQUITY AND INCLUSION MATERIAL

State of Florida

County of Lee

Pursuant to section 287.139, Florida Statutes, the undersigned, on behalf of Herc Rentals Inc. ("Entity"), hereby attests under penalty of perjury, that the Entity does not and will not use City funds awarded under this Contract to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. Entity understands and agrees with the following:

- This certification is a material condition of the award of the Contract.
- The Entity must maintain compliance with section 287.139, Florida Statutes, for the duration of the Contract.
- Failure to comply with this certification may result in termination of the Contract and any other remedies available under law.

The undersigned affirms that he or she is authorized to execute this certification on behalf of the Entity and that the statements made herein are true and correct.

In Process

Date: 10-29-2026

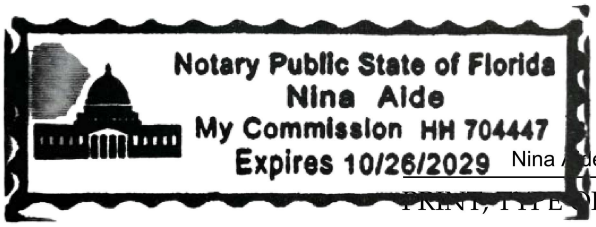
Signed: [signature]

Entity: Herc Rentals Inc.

Name: Jason Oosterbeek

Title: Vice President

Sworn to (or affirmed) and subscribed before me this 29 day of October, 2026, by Jason Oosterbeek.



Notary Signature

Nina Aide, Notary Public

PRINT, TYPE OR STAMP NAME OF NOTARY

NOTARY SEAL

Personally known V

OR Produced Identification

Type of Identification Produced

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Herc Rentals, Inc.

Bid/Contract Ref # Rental Equipment RFP #040924

Agency Name: Sourcewell State of Minnesota

Contract Type: Piggyback

Contract Value Under $50k

Resolution # n/a **City Council Approval Date:** n/a

Contract Term End Date 6/11/2028

Renewable Y/N Y **If yes # and length of renewals:** Three (3) Additional One-Year Renewals

City's Project Manager(s) Andy Hyatt

In Process

Brief Description/Purpose:

~~To utilize the terms, conditions, scope and pricing of the Sourcewell Agreement for~~ Rental Equipment as needed.

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... Date: Feb 24, 2026 | 5:34 AM PST

City Finance Signed by: Helena Alves 4F2A3892B67B492... Date: Feb 26, 2026 | 8:16 AM EST

City Attorney Signed by: Marcus Duffy A9D59FA5D9FD417... Date: Feb 23, 2026 | 8:56 PM EST

City Manager Mike McGlothlin D7DF1A254975438... Date: Feb 26, 2026 | 6:20 AM PST

Vendor Name and Email Jason Oosterbeek Jason.Oosterbeek@hercrentals.com

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

city of PALM COAST

Finance Department
Budget & Procurement Office

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

Herc Rentals, Inc.
Attn: Jason Oosterbeek, VP
27500 Riverview Center Blvd.
Bonita Springs, FL 34134

RE: Engagement Letter Authorizing Piggyback

Rental Equipment
Contract Name

Sourcewell State of Minnesota RFP #040924
Contract Reference

Dear Jason,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

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

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

Regards,
Shannon Nolan
Shannon Nolan
Procurement Coordinator
sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print: Michael McGlothlin

Title: City Manager

Date: Feb 26, 2026 | 6:20 AM PST

HERC RENTALS, INC.

Signed by:
By: Jason Oosterbeek
(Authorized Signatory)
00739FDAE8D24E...

Print Name: Jason Oosterbeek

Title: Vice President

Date: Feb 20, 2026 | 6:51 AM PST

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

ENGAGEMENT LETTER ADDENDUM

1. **E-Verify Registration and Use.**

"Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

In Process

2. **Prohibition against considering social, environmental, political, or ideological interests in government contracting**

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations.
b. The Contractor's religious beliefs, religious exercise, or religious affiliations.
c. The Contractor's lawful ownership of a firearm.
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY 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, F.S. or as otherwise provided by law; and
7. 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 SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

In Process

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

10. **Sovereign Immunity**
City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. **Taxes**
Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

12. For any Services or Deliverables provided under this Agreement which are comprised of equipment rentals then the Supplemental Terms and Conditions for the Rental of Equipment attached hereto as Exhibit A, shall be incorporated and govern all such transactions.

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print: Michael McGlothlin

Title: City Manager

Date: Feb 26, 2026 | 6:20 AM PST

SUPPLIER

Signed by:
By: Jason Oosterbeek
00738FDA4750D4EC...

Print Name: Jason Oosterbeek

Title: Vice President

Date: Feb 20, 2026 | 6:51 AM PST

In Process

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

EXHIBIT A
HERC SUPPLEMENTAL TERMS AND CONDITIONS FOR RENTAL OF EQUIPMENT

These Herc Supplemental Terms and Conditions for Rental of Equipment ("Rental Terms") supplement and amend the terms of the Master Services Agreement or other agreement ("Agreement") between Herc Rentals Inc. ("Herc") and the City of Palm Coast ("Customer") for the purpose of governing equipment rental transactions between the parties, as agreed on an applicable order document. These Rental Terms, the Agreement and an applicable order document for the lease or rental of equipment are collectively referred to herein as the "Rental Documentation." In the event of any conflict between these Rental Terms and those contained in any Rental Documentation, these Rental Terms shall govern.

1. RIGHTS TO THE EQUIPMENT: Customer represents that the equipment herein is to be used solely and exclusively for business or commercial purposes. The equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer the equipment or any rights or obligations under the Rental Documentation. Neither Customer nor any operators are agents of Herc. No one may perform major service, repair, or alter the equipment without Herc's prior written approval except for emergencies, which threaten life or property. Customer will not suffer any liens or encumbrances to attach to the equipment and will defend, indemnify and hold Herc harmless from all loss, liability and expense by reason thereof.

2. RENTAL CHARGES: Customer and Herc hereby agree to the equipment and pricing as detailed on the Pricing Schedule to the Agreement and Customer agrees to be responsible for all applicable fees and charges as published at HercRentals.com, including without limitation, environmental and emissions, refueling, vehicle licensing fees and transportation charges. Any equipment that is ordered locally at a Herc branch or other such location, that is not on the list of equipment in the Pricing Schedule of the Agreement will be negotiated locally at time of rental, up to an amount not to exceed the then-current list price for a standard rental shift, plus any additional hours, as published at HercRentals.com. Customer agrees to be liable for all payments due for such local rentals.

3. OPERATION OF THE EQUIPMENT. Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the equipment: Customer's employees in the course of such employee's regular employment, and Customer's Owners and agents during the course of performing work for Customer. Customer and all Authorized Operators must be properly qualified to operate the equipment and have a valid operator's license with respect to the equipment where required by law. Use of the equipment by persons other than as provided for in this Paragraph will be at Customer's sole risk.

4. CUSTOMER'S RESPONSIBILITIES. Customer must return the equipment to Herc in the same good and clean condition it was in when Customer received it, ordinary wear excepted. The equipment must be returned to Herc at the Herc branch from which it was rented. Customer acknowledges that it must confirm return receipt of the equipment by Herc at the time the equipment is returned. Until such time as Herc receives actual possession of the equipment, Customer agrees to hold said equipment in a safe and secure manner. Customer shall notify the renting branch by telephone or fax, prior to any equipment movements between Customer's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.
Customer will promptly notify Herc of any accident, damage or failure involving the

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

equipment and will reasonably cooperate with Herc in gathering information in connection therewith. Customer will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer further agrees, at Customer's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Herc.

5. RISK OF LOSS. Buyer assumes all risk of loss and damage to and from equipment associated with its possession, control, transportation, or use of the equipment, including third party personal injury, death and/or property damage unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Herc, while on rental and in Customer's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. THE COST OF LABOR FOR SUCH REPAIRS WILL BE EITHER SUPPLIER'S THEN PREVAILING REASONABLE HOURLY RATE FOR LABOR, POSTED AT THE SUPPLIER BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S REASONABLE HOURLY RATE FOR LABOR CHARGED TO SUPPLIER FOR SUCH REPAIRS, AS THE CASE MAY BE. Parts will be charged to Customer at Herc's cost as reasonably charged to Herc by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at Customer's sole risk. Customer and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Herc by reason of any property left, or stored, by Customer or any other person in or upon the equipment, and further agree to indemnify and hold harmless Herc, its subsidiary and affiliated companies, parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including but not limited to reasonable attorneys' fees, arising out of such loss and damage to the extent such loss or damage is not the result of latent defect(s), fault or negligence of Herc. In the event of concurrent responsibility, each party shall share equally in the defense and indemnity cost.

6. CUSTOMER'S INSURANCE OBLIGATIONS Customer shall obtain, and shall provide to Herc certificates evidencing the following insurance coverage: (a) workers' compensation insurance with statutory limits and employer's liability insurance with limits of at least $1,000,000; (b) commercial general liability insurance having a limit of at least $1,000,000 per occurrence bodily injury and property damage, including contractual liability with no exclusions for explosion, and collapse and underground hazard coverage; (c) business automobile liability insurance having a limit of at least $2,000,000 per occurrence for bodily injury and property damage, including but not limited to coverage for owned, hired and non-owned automobiles. This insurance shall be primary for all purposes and shall contain standard cross liability provisions. All insurance policies shall be endorsed to add Herc as an additional insured, except for workers' compensation and employer's liability policies, and shall include waivers of any right of subrogation of the insurers against Herc, its officers, directors, employees and subcontractors of all tiers. Additionally, Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance in an amount adequate to cover any damage to, or loss of, the equipment being

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

rented under this Agreement. Customer's policy must expressly cover non-owned equipment while in Customer's care, custody and control. Customer will, on demand, furnish Herc a Certificate of Insurance evidencing such insurance and endorsed to provide that such insurance may not be canceled or materially modified except on thirty (30) days prior written notice to Herc except for non-payment which shall be ten (10) days. The amount, terms and conditions of the insurance required herein must be acceptable to Herc. Customer agrees to abide by all of the terms and conditions of such insurance. Herc's acceptance of Customer's Certificate(s) of Insurance will not be deemed a waiver or modification of Customer's insurance, indemnity or any other obligation under this Agreement. The aforesaid Customer insurance obligation will not in any way limit the ultimate Customer liability hereunder.

7. RENTAL PROTECTION PLAN OPTION.

The "Rental Protection Plan" option ("RPP") is not insurance; it is an option that Herc offers Customer to limit Customer liability for loss or damage to the Equipment that Customer has rented from Herc. If Customer does not accept RPP when offered by Herc, Customer is responsible to cover the Equipment with insurance as set forth below and pay to Herc the Full Value of the Equipment at the time it is lost or damaged. The benefit from this RPP is limited by the deductible and excludes the specific conditions or events shown in subparagraph (b).

(a) If Customer complies with all of the Rental Documentation, including the provisions of paragraphs 2 and 3 of these Rental Terms, and if Herc in its discretion has offered to Customer, and Customer has accepted RPP, then Herc agrees to waive, to the extent specified in this Section 7, Customer responsibility for loss of or damage to the Equipment to the extent that it exceeds the deductible shown on the rental record. Customer is responsible under this Agreement for the loss of or damage to the Equipment up to the amount of the "deductible" for the RPP. This may change if Customer extends or shortens the duration of Customer rental or if Customer adds equipment to the rental. Customer can only accept RPP at or prior to the beginning of the rental term. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE.

(b) NOTWITHSTANDING CUSTOMER ACCEPTANCE OF RPP, CUSTOMER'S RESPONSIBILITY FOR LOSS OR DAMAGE WILL NOT BE LIMITED BY SUBPARAGRAPH (a) TO THE EXTENT SUCH LOSS OR DAMAGE RESULTS FROM AN AUTHORIZED OPERATOR'S OR ANY PERSON'S NEGLIGENCE OR FROM:

(i) striking an overhead object with the Equipment;

(ii) vandalism, malicious mischief, theft or conversion of the Equipment, unless an Authorized Operator promptly files with the applicable public authorities (and promptly provides to Herc) a formal written theft, vandalism or conversion report;

(iii) leaving keys, if any, in the Equipment while that Equipment is not locked or otherwise secured, regardless of whether or not a report was filed pursuant to Section 7(b)(ii);

(iv) exposure to corrosive materials;

(v) overloading of a boom, exceeding rated capacity of equipment;

(vi) Customer failure to perform any of Customer obligations under this Agreement;

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

(vii) damage due to acts of God, such as floods, wind, storms or earthquakes;
(viii) Damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment;
(ix) Damage to motor vehicles without a police report; or
(x) Damage to passenger vehicles such as SUV's or vans.

(c) In the event of loss or damage to the Equipment, Customer is required to cooperate with Herc's investigation of any incident involving the Equipment, and complete an RPP Incident Report.

(d) RPP IS OPTIONAL, AND CUSTOMER NEED NOT ACCEPT IT IF HERC OFFERS IT TO CUSTOMER. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 6. If Customer elects to maintain insurance coverage, and the certificate of insurance Customer provides to Herc to evidence Customer's insurance coverage
is unacceptable to Herc or the applicable policies expire, Customer agrees that Herc may charge RPP for Customer rentals until such time as Customer provides an acceptable and valid certificate of insurance and such matters are corrected to Herc's reasonable satisfaction

8. REMEDIES. In case of default by Customer, or if Herc deems itself insecure, Herc may, without waiver of any other rights and remedies, peaceably enter the premises after reasonable notice to the manager of the facility where the equipment is located and render it inoperative or remove same.

In Process

9. WARRANTIES AND REMEDIES. Herc warrants that the equipment, upon delivery to Customer, will be in good mechanical and merchantable condition. Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement if Customer does not notify Herc in writing within 48 hours of delivery of the Equipment of any problem with the Equipment. If the equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will notify Herc within 48 hours of delivery, whereupon Herc will suitably replace the equipment as soon as is reasonably possible during Customer's normal operations. Customer's payment obligations shall commence on delivery of the replacement equipment or the repaired equipment. If Herc removes the equipment, it shall no longer be subject to the Agreement. Customer shall pay to Herc all amounts due for damage to equipment which is the responsibility of Customer. Customer agrees to provide reasonable access to the equipment to Herc's representatives. **The foregoing is in lieu of (i) all warranties, express, implied or statutory, including but not limited to the implied warranty of merchantability and the implied warranty of fitness for a particular purpose; and of (ii) all obligations or liability on the part of Herc for damages. Customer waives all indirect, incidental and consequential damages arising out of or in connection with the renting, maintenance, use, operation, storage, erection, dismantling or transportation of the equipment.**

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

10. REFUELING OPTIONS. Herc agrees to provide the equipment to Customer with full fuel tanks. Customers may return the equipment with full fuel tanks(s) or allow Herc to refuel the equipment. If Customer returns the equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then-applicable refueling service charge posted at the Herc branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of Florida (the "Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby and waives any objection to the laying of venue and forum in the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

In Process

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Herc Rentals Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

In Process

Printed Name: Jason Oosterbeek

Title: Vice President

Signature: Signed by: Jason Oosterbeek 00739FDAF70D4EC...

Date: Feb 20, 2026 | 6:51 AM PST

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

Solicitation Number: RFP #040924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Herc Rentals Inc., 27500 Riverview Center Blvd., Bonita Springs, FL 34134 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

In Process

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

In Process

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

In Process

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

In Process

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

In Process

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

In Process

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

In Process

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

In Process

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

In Process

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

In Process

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

In Process

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

In Process

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

In Process

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

In Process

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

In Process

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

In Process

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Herc Rentals Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jason Oosterbeek 00739FDAF70D4EC...
By: _____	By: _____
Jeremy Schwartz	Jason Oosterbeek
Title: Chief Procurement Officer	Title: Vice President
Date: 7/13/2024 | 11:12 AM CDT	Date: 7/12/2024 | 11:19 AM PDT

In Process

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

RFP 040924 - Rental Equipment, Products, and Related Services

Vendor Details

Company Name:	Herc Rentals Inc.
Does your company conduct business under any other name? If yes, please state:	Florida
Address:	27500 Riverview Center Blvd (Optional) Bonita Springs, Florida 34134
Contact:	Nina Aide
Email:	hercbids@hercrentals.com
Phone:	239-301-1344
Fax:	239-301-1345
HST#:	136174127

Submission Details

Created On:	Tuesday March 19, 2024 13:00:47
Submitted On:	Tuesday April 09, 2024 13:43:46
Submitted By:	Nina Aide
Email:	hercbids@hercrentals.com
Transaction #:	808067df-fb05-4ae1-8c03-6d18d2f10d0b
Submitter's IP Address:	40.143.30.134

In Process

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Herc Rentals Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code - 1E3Q3 UEI - CEJGFN29N4L1	*
5	Proposer Physical Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134	*
6	Proposer website address (or addresses):	www.hercrentals.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Oosterbeek, Vice President 27500 Riverview Center Blvd, Bonita Springs, FL 34134 Hercbids@hercrentals.com 239-301-1344	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Keith Looney Director of Sales – Industrial Manufacturing & Government P: 916-842-8312 Keith.Looney@hercrentals.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Traci Dobberstein Region Manager Government Strategic Accounts, Herc Plus 22422 S. Alameda Street, Carson, CA 90810 USA P 310-233-5010 | C 714-612-8295 Traci.Dobberstein@hercRentals.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	With almost 60years of equipment rental expertise, approximately 7,400 employees and approximately 400 company-operated locations primarily in the United States and Canada, Herc Rentals serves a broad range of customer markets, including large and small companies in construction; industrial customers such as large industrial manufacturing plants, refineries and petrochemical operations; and other customers such as governmental entities and government contractors, disaster recovery and remediation firms, infrastructure, railroads , utility operators, individual homeowners, entertainment production companies, agricultural producers, special event management and facility management firms. A pioneer of the equipment rental industry, Herc Rentals continues to evolve and grow through technological innovations, expanded product offerings and value-added services and consultative solutions to support its customers' projects. Our vision to be the supplier, employer and investment of choice in our industry frames everything we do: - We strive to have the best and broadest selection of premium rental equipment available and ready when our customers need it, ensuring it performs as promised and providing unsurpassed customer service at every opportunity. - We continuously seek to create a supportive, inclusive and collaborative work environment that offers excellent career opportunities, along with training and tools to enable our employees' success. - And, with our Herc Holdings Inc. parent entity trading on the New York Stock Exchange as "HRI," we are focused on performing as a top-tier business — operationally and financially — and continuously earning investors' confidence in our team.	*
11	What are your company's expectations in the event of an award?	If Herc is awarded the contract, we expect to implement this agreement to support existing Sourcewell entities and gain new customers in the process. Executing our sales plan will be in two parts – utilizing our field sales team to meet with participating entities to promote Herc services. And leveraging the Sourcewell team's resources. As this will be our first Sourcewell contract, but not our first cooperative contract, we will educate our field teams on the agreement as well utilize key learnings from other cooperative implementations.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have uploaded our latest Annual report in the supporting documents.	*
13	What is your US market share for the solutions that you are proposing?	Herc is one of the largest equipment rental companies in the North American equipment rental industry, with an estimated 4% market share by revenue and 400 locations in 42 states in the United States and five provinces in Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	Herc is one of the largest equipment rental companies in the North American equipment rental industry, with an estimated 4% market share by revenue and 400 locations in 42 states in the United States and five provinces in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Herc Rentals is a premier, full-service equipment rental company providing customers the equipment, services, and solutions they need to achieve optimal performance safely, efficiently, and effectively. With nearly 60 years of equipment rental expertise, approximately 7,400 employees and approximately 400 company-operated branches in the United States and Canada, Herc Rentals serves a vast array of customer markets. A pioneer of the equipment rental industry, Herc Rentals continues to evolve and grow through technological innovations, expanded product offerings, value-added services and consultative solutions to support customers' projects.	*

In Process

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Great Place to Work Certification (US and Canada) Military Friendly Top 10 Employer – Gold Designation Military Times Best for Vets Employers Learning Elite Award for Learning and Development Excellence Best and Brightest Companies to Work For - 2023 Ecovadis Silver Award - 2023 Member of Canadian Council for Aboriginal Business	*
20	What percentage of your sales are to the governmental sector in the past three years	We serve our infrastructure customers across a wide range of projects such as highways and bridges, sewer and waste, railroads and other transportation, utilities as well as all governmental spending. In 2023, Infrastructure and government represented approximately 16% of our equipment rental revenue. 2022 - 17% 2021 - 17%	*
21	What percentage of your sales are to the education sector in the past three years	The education sector has been a growing part of our government business with double digit growth in each of the past few years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Herc Rentals has significant experience and expertise supporting the Government and Public Sector entities. In 2023, our Government sourcing team was awarded ~1300 bids producing over $13M in sales volume. In addition to our 25+ state contracts, Herc also holds multiple cooperative agreements in both the government and healthcare vertical.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Herc's currently holds GSA Contract 47QMCB19D000G. This contract is reflective of our equipment catalog that Herc is offering to Sourcewell.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	*
References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	*
References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	References can be provided upon request to Sourcewell.	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	California - CA	Ongoing bare equipment rentals	N/A	35M+	*
Confidential	Government	New York - NY	Ongoing bare equipment rentals	N/A	25M+	*
Confidential	Government	Illinois - IL	Ongoing bare equipment rentals	N/A	20M+	*
Confidential	Government	California - CA	Ongoing bare equipment rentals	N/A	15M+	*
Confidential	Government	California - CA	Ongoing bare equipment rentals	N/A	10M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Herc effectively supports and services the Government vertical through a specialized team working with the public sector. Led by our Director of Government Sales, Keith Looney, who has 30 years' experience with Herc Rentals. Our Government National Account Team comprises of (6) individuals supporting our (27) Government Sales Specialists. They in turn work with our 1,500+ sales/service team in the US and Canada to support Government clients. If awarded a Sourcewell contract, our team will implement this contract through developing relationships with related agencies and ensure the contracts is implemented as required; all terms and pricing properly loaded to each customer. We utilize a CRM to collaborate and communicate customer requirements.	*
27	Dealer network or other distribution methods.	Through fleet pooling Herc can move its equipment from branch to branch, market to market, or anywhere across the United States or Canada in support of this contract. Each of our branches can readily draw upon the nationwide fleet pool to satisfy our customer's needs in the event of an emergency or change in scope. Neighboring branches can view inventories and existing reservations, improving equipment forecasting and equipment availability. Deliveries are scheduled at the customer's request and, at times, are made outside of the standard hours. As well, Herc handles emergency, expedited, and last-minute orders – rearranging fleet, drivers, and additional resources to support the customer requirements. Our fleet management approach for our partners includes an operating model focused on supplying rental ready fleet for the location by managing capacities and line balancing the technician output on each category. Our approach would include establishing expectations, needs and scope of the facility or job site, creating measurable goals, and time frames to meet these goals.	*

28	Service force.	Herc Rentals is committed to ensuring that each employee holds the certifications necessary to do each of their respective duties. This includes OSHA certification, specialize drivers licenses (where applicable) and operator certification. Our commitment to providing proper certification for our employees is magnified by our equipment to safety. Herc Rentals requires an active commitment to, and accountability for, safety and safety compliance from all employees and its contractors. Herc Rentals operations management has the key leadership role in communicating, implementing, and ensuring conformance to safety and compliance policies and standards. At Herc Rentals, we are all committed to: - Protecting, and striving for improvement of, the safety and health of our people at all times; - Eliminating non-conformance to safety procedures and accidents; - Meeting specified customer safety requirements and ensuring continuous customer satisfaction; - Setting safety performance objectives, measuring results, assessing and continually improving processes and services through effective safety programs and processes; - Planning for, effectively responding to and rapidly recovering from any emergency, crisis and business disruption; - Appropriately communicating our safety policies, standards, programs and performance; - Rewarding outstanding safety performance; - Improving our performance on safety issues relevant to our internal and external stakeholders and on which we can have an impact; - Complying with applicable legislation, regulations, and industry standards related to safety; - Building a culture where “Stop Work” is understood as an individual obligation and company responsibility; - Identifying and effectively managing of safety risks; - Allocating appropriate resources to implement safety-oriented operational practices and procedures; and - Making every day a “Perfect Day.” The commitments expressed here are in addition to our basic obligation to comply with the Herc Rentals Mission, Vision, Values and Code of Conduct, as well as all applicable laws and regulations where we operate. This commitment is critical to our business success because it allows us to systematically minimize all losses and adds value for all our stakeholders.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	TO BE FOLLOWED BY CUSTOMER: At the time of ordering, the following information will be required: - Specify the name of your agency - Location name (Location where equipment is to be used) - Billing Address (first time customer only) - Employee Name, Telephone # & Employee ID # - Purchase Order Number - Required Date and Return Date/Length of Rental - Equipment Required and Specific Specs - Specific Delivery Instructions - Additional Requirements Employee drivers’ license number on over-the-road vehicle rentals TO BE FOLLOWED BY HERC: When our customers call in an order, the following information is obtained: - Confirm the customer name - Validate the Billing Address - Obtain the customers Release Number or Purchase Order Number - Obtain the full name and telephone number from the person placing the order - Identify specifically what equipment is required - Get specific delivery instructions and ask for the approximate rental duration - Advise our customers that they must call the branch upon termination of the rental and obtain a HERC release number - Generate the rental agreement	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We provide customers with access to our branch network, sales teams, and Government teams for equipment inquiries and orders. Our customer service program is designed around (6) pillars to exceed customer expectations: 1) Treat customers with urgency. - Respond to customers promptly, answering all questions and confirm requirements 2) Fulfill customer confirmed requests. - Complete all confirmed orders, using the proper account, ensuring the correct pricing, and PO number is utilized. 3) Delivery equipment on time - Equipment is at the customers jobsite at the requested and confirmed time 4) Respond to equipment breakdowns promptly - Our mobile technicians are on site quickly after being notified of the situation 5) Pickup equipment promptly - After the customer requests equipment pickup, we respond quickly to remove the equipment from site. 6) Accurate billing - The customer receives an accurate bill, correct charges and purchase order reference. Our technology system "ProControl" provides customers with the ability to order equipment, release equipment, and log service tickets through the portal; 24/7 real time access to pending deliveries, on-rent statistics, equipment utilization reports. This provides total transparency to the business being conducted between the customer and Herc Rentals. For major contracts, Herc utilizes a quarterly review program to measure and report out KPI metrics. The purpose of these meetings is to ensure Herc is exceeding Sourcewell's expectations and strive for continuous improvement.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Herc Rentals has a network of 400 North America locations for Sourcewell entities to utilize. From our core equipment, to our specialized services such as Power Generation, Climate Control, Pumping Solutions, and Industrial Tools, we are fully fleeted and staffed to support Sourcewell.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Sourcewell's participating entities will have access to Herc Rentals locations in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Herc will be unable to support Alaska in the US. In Canada, we will not be able to support Quebec, Newfoundland, Nova Scotia, PEI, New Brunswick, and Northwest Territories. Our initial proposal also does not include Hawaii. However, if awarded a Sourcewell agreement, Herc would support an addendum to the initial agreement with separate Hawaii pricing and delivery terms.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Herc will be able to service all participating entity sectors of Sourcewell.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Herc Rentals does not currently service Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Herc Rentals will work with Sourcewell to have a dedicated webpage on our corporate website outlining our partnership with Sourcewell and the advantages of enrolling into the program. Also, the Sourcwell logo will be displayed in the footer of our website to further promote our participation in the program. We will continue the development of co-branded marketing materials to be distributed by Sourcewell via email campaigns & our mirco-site. Herc Rentals would also like to produce co-branded materials that overviews our partnership with Sourcewell and advantages to the government agencies.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Herc Rentals engages with our customers through a multiple channel strategy -- from our website and our ProControl platform, our mobile application, our social media presence such as LinkedIn, Instagram, to our direct web marketing campaigns.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role is to promote Herc Rentals through their portal, with member agencies, and other customer facing opportunities. Herc will collaborate with the Sourcewell team to promote the contract through our multiple sales channels. These changes include our National Strategic Government Sales Managers, our Government Account Representatives, and local Account Representatives.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Herc's technology system "ProControl" offers an e-Commerce platform capable of providing customers with the ability to view Herc's equipment catalog. From there, customers can reserve equipment, log service tickets during equipment breakdowns, and release the equipment right from the portal. Herc offers a desktop and mobile platform. In addition, our system provides real time access to pending deliveries, what equipment is on-rent, budget spend, PO management, and equipment utilization. Government/Education customers utilize all aspects of our program as described above and leverage our system to manage their equipment spends.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

In Process

40	Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At Herc Rentals, we have the equipment safety training where and when you need it. We have a wide range of high quality operator safety training classes. Our classroom and hands-on training sessions help meet your training requirements while preparing each operator to get the job done right. Equipment Safe Operation Training for Customers: Herc Rentals provides Equipment Safe Operation Training to our customers using our qualified instructors for the following equipment we rent. All courses include hands on practical training and evaluation. Upon successful course completion, you will be issued a wallet card and certificate. Operator Certification Courses: - Aerial (Scissor, Boom, Manually Propelled AWP) - Forklift Class I, IV, V - Dust Control - Variable Reach & Straight Mast Forklift Class VII - Review course Content - Review Course Objectives Train-The-Trainer: - Aerial - Dust Control - Forklift Training Courses Include: - Formal instruction (e.g., lecture, discussion, written material, and manufacturer's videos) - Practical training (demonstrations and exercises performed by the trainee) - Evaluation of the operator's performance in the workplace (in collaboration with customer) Content Reviewed in Courses: - Equipment Related Topics - Workplace Related Topics - Requirements of relevant Standards (OSHA/Provincial/ANSI/CSA) Herc also provides custom built training programs based around our ProControl system that are available upon request.	*
41	Describe any technological advances that your proposed products or services offer.	Herc's ProControl is a best-in-class fleet management platform which will allows our customer's stakeholders to review equipment on rent, overdue rentals and equipment about to come off rent. Additionally, financial summaries, like payment history, paid invoices, and open sales orders are available for review. ProControl's web-based platform is also designed to give our customers 24/7 unlimited access to their rental and owned fleet. ProControl integrates intrinsically safe OEM and after-market telematics solutions which can be quickly and easily installed on nearly every asset. ProControl seamlessly, unifies and simplifies fleet and financial information, that are traditionally disparate and allowing increased visibility into financial summaries, quickly identifying and locating specific assets, track their utilization, monitor engine performance and fuel (in full digital engines).	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Herc Rentals, we engage our operations and business teams to minimize energy and water consumption and employ sound waste disposal practices. In doing so, we not only commit to our own environmentally sound practices, we also inherently strive to reduce our impact on the surrounding communities. As we gain confidence in measuring our internal operations' impact on Scope 1 and Scope 2 greenhouse gas emissions, we are further capturing data that reflects our external operations both the upstream and downstream as well as customer usage (Scope 3 GHG emissions). We recently endorsed many of the United Nations' Sustainable Development Goals. The SDG goals will help us direct our efforts to align with global participation in taking the right actions for a sustainable future. Our Commitments - Handle, store, and dispose of substances that are defined as hazardous material in compliance with local, state, and federal regulations. - Reduce, reuse, and recycle our waste products when applicable. Company goal to reduce intensity of non-hazardous landfilled waste by 25% from 2019 baseline by 2030 - Continue to monitor hazardous waste activity to ensure recycling and incineration are utilized over landfill disposals. - Minimize water consumption and ensure safe treatment within our branches by incorporating innovative design of wastewater treatment systems. - Minimize energy consumption by employing energy reducing initiatives. - Company goal to reduce Scope 1 and Scope 2 greenhouse gas emissions intensity by 25% from our 2019 baseline by 2030. - Update lighting and HVAC with lower energy consuming sources when applicable or expired. - Negotiate utility sources for most renewable source available when applicable, which includes solar power generation at Herc Rentals facilities when feasible. - Conduct regular training for employees working with petroleum storage tanks. - Develop and maintain appropriate emergency and spill response programs. Reduce environmental impact by utilizing low impact products where possible. - Monitor the environmental impact of our business practices and review our progress on a continual basis. - Promote environmental stewardship and best management practices to our customers, vendors, and employees. - Continuously improve our Environmental Management System (EMS)	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Herc received a Silver Award from Ecovadis in 2023. Please refer to the attached Corporate Citizenship Report for more information.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Herc does not qualify for any MWBE, SBE, or VOB certifications, Herc will work in conjunction with any Public Agency to identify MWBE's that have the ability to be good partners and execute the services required to meet customer expectations. We have built a small business program that will enable those qualified small business partners to be competitive and sustaining.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Herc Rentals is the most experienced equipment rental company in the industry – over 60 years in business. We have been recognized as great company to be a part of. This makes us uniquely positioned to support our customers through our best-in-class customer service and technology. We are large enough to support a major contract such as Sourcewell, as well, localized and nimble enough to ensure our customers receive the highest quality service possible. Safety is at the forefront of our business and is a core value for everything we do. We offer a full suite of KPI reporting for major contracts to ensure total transparency while focusing on process improvements. Through fleet pooling Herc moves equipment from branch to branch, market to market, or anywhere across North America to support customers. Each of our branches can readily draw upon the nationwide fleet pool to satisfy our customers' needs in the event of an emergency or change in scope. Neighboring branches can view inventories and existing reservations, improving equipment forecasting and equipment availability. Lastly, Herc's ProControl technology fleet management platform, as described above, provides our customers real time 24/7 access to their rental activity -- equipment on rent, overdue rentals and equipment due to come off rent. Financial summaries, PO Tracking and Utilization data, plus much more. Customers value the ability to manage their equipment spends through our platform.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment. We do however provide full warranty support of our equipment. We would be the contact with the respective manufacturer concerning the warranty repairs. Herc performs warranty repairs and is then reimbursed by the manufacturer. Rates are cost inclusive of preventive maintenance and warranty support of the equipment. Herc does provide a service guarantee that equipment is in good working condition upon delivery. If during the rental period, the equipment requires repair or replacement, Herc will repair or replace at Herc's cost -- provided the repair or replacement is not due to customer fault or damage, misuse or abuse -- as governed by Herc rental agreement.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Herc's implementation of a maintenance program for all equipment includes indicating the type of maintenance required for each piece of equipment and the frequency in accordance with the manufacturer's recommendations. Each piece of equipment is given an "inspection sticker". HERC's automated service schedule prompts HERC to maintenance the equipment every 90 days, 2000 miles or 200 hours of service, whichever comes first. This service is provided on site and is completed in approximately one hour. TRACKING: "Preventive Maintenance Inspection Form" - completed by a Herc mechanic each time maintenance is performed. "Safety Damage Sheet" - completed upon delivery/return of a piece of equipment, with a copy given to our clients and one kept by Herc. Our clients operators are responsible for, and will be trained to perform, an operator inspection, prior to daily use including: Checking all fluid levels (any excessive loss or shortage of fluid should be reported to Herc immediately) Checking pressures and condition of tires, battery fluid, charge levels, and daily grease of all fittings Preventive Maintenance is done to ensure the equipment is maintained in good operating order. Proper personnel and parts/supplies will be provided to support this program. All of our branches have the capability to perform mobile maintenance functions through mobile service vehicles and factory-trained mechanics. CHECK-IN TAG PROCEDURE As part of standard Branch procedure, upon pickup or return of equipment, a Check-In Tag procedure is implemented to ensure proper service / repairs are made to the equipment. This identifies units on the yard needing service and also those available to rent Upon return or pickup: Back of yellow tag is filled out. If in the process of performing service a problem is discovered, the red tag is completed which states the equipment requires service. Yellow tag is removed. Equipment repairs are completed. Red tag is removed. Green tag is completed, equipment is rental ready. Green tag is removed upon delivery. MAINTENANCE AND REPAIRS CLIENTS "A" Service (Daily/Weekly) - Generally performed after 8-10 hours of operation. Service consists of checking fluid levels, lubrication, and visual inspection to ensure proper operation. This service is performed by our	*

		clients while on rent, and must be performed by Herc maintenance personnel when equipment is returned. Herc “B” Service (Quarterly) - Performed every 200 hours or 6000 miles. Service consists of inspecting safety related equipment, fluids, changing engine oil and filters, tuning engine and performing an operational check while under load. Hydraulic oil is cleaned, filters replaced, pressure flow checks performed and disassembly of some parts. In the event of operator negligence or damage to the unit, Herc will repair the equipment and charge our clients. TIRE SERVICES Tire repairs or replacement, outside of normal wear and tear, will be charged to our clients. Replacement Part of Herc pre/post rental inspection includes tire inspection. If abnormal/excessive tire wear, cuts or slashes exist, tires will be replaced. Over-The Road Vehicles As mandated by the state (hours of use, miles, % of tread wear) or Insufficient thread depth, cuts, slashes or abnormalities In-Plant Equipment Manufacturer recommendations or Insufficient thread depth, cuts, slashes or abnormalities	
48	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	As stated above, Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment. If a repair is required, the work is completed at Herc cost (including technicians' travel time and mileage) - provided that the repair is not due to customer fault or damage, misuse or abuse -- as governed by Herc's Rental Agreement.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	For rentals -- all branches have certified technicians available to conduct equipment repairs. As stated in previous section, Herc will be unable to support Alaska in the US. In Canada, we will not be able to support Quebec, Newfoundland, Nova Scotia, PEI, New Brunswick, and Northwest Territories.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Herc is not the equipment manufacturer and therefore cannot "warrant" the equipment. We do however provide full warranty support of our equipment. We would be the contact with the respective manufacturer concerning the warranty repairs. Herc performs warranty repairs and is then reimbursed by the manufacturer. Rates are cost inclusive of preventive maintenance and warranty support of the equipment.	*
51	What are your proposed exchange and return programs and policies?	For Rental service calls, Herc initially sends a technician to the customer's site to perform the necessary repairs. If for some reason, the technician is unable to perform the repair in the field, Herc will send out a replacement piece of equipment to exchange for the previous piece of equipment.	*
52	Describe any service contract options for the items included in your proposal.	Herc is not offering service contracts at this time.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Response Time for equipment that is down is normally within a few hours. A representative will call our customer regarding the service need, assess the problem and respond accordingly. Since service needs are subjective to the degree of service needed, if equipment could not be repaired within a reasonable time frame, a replacement unit of equal or greater capacity would be provided.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Rental Volume Reports – Reports showing total units on rent, total volume, total market basket/contract rentals, total non-market basket/contract rentals. Asset Utilization – Summary and detail level showing percentage of day's units are used versus days rented – detailed by equipment category by month. Key categories of underutilized equipment will be highlighted providing opportunities for cost savings by taking off rent low use equipment. Third Party Supplied vs Herc supplied equipment – Summary of total number of units rented in a month versus number of units obtained from third parties (re-rents). Report shows Herc's ability to fill rentals with Herc owned equipment. Accounts Payable – A monthly review of monies outstanding by age bucket. By monitoring this report, both companies can work to minimize man-hours needed to process older invoices. Invoice Efficiency Percentage – A monthly review of invoices measured against the number of credit memos processed. Overdue Rentals – This report identifies the total number for rentals that are beyond their stated estimated return date, allowing the customer to review if units need to continue to remain on rent. Regular management of the overdue report will ensure additional rental costs are avoided. Preventative Maintenance Efficiency Percentage – Summary of repair statistics, service calls compared to the number of transactions. Calculation of failures – first day and 48 hours.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Herc is proposing that standard payment terms for this contract be Net 30 days, which is an advantage over the company standard of Net 15 days.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Herc is not offering leasing or financing options.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sample rental agreement attached.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes Herc accepts P-card procurement with no additional charges.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Herc Rentals offers a national discounted price structure per item off our standard book pricing. The customer is able to leverage our Day/Week/Month pricing based on the rental term. Herc optimal pricing model fluctuates in the customer's benefit depending on the rental duration. For example, if the original requested rental duration is one day and the rental extends to five days, Herc will honor the discounted week pricing vs. charging five daily rates. Example: Contract rates for unit are: $68/day, $170/week, and $425/month Example 1 - Customer rents a unit for 3 days. 3 days can be also considered 1 week, so Rentalman will consider both scenarios: 3*68=$204 or 1*170=$170. Since the weekly rate is less than the daily rate for three days ($204 for 3 days vs. $170 for week), the customer will be charged the weekly rate of $170. Example 2 - Customer rents a unit for 8 days. Rentalman views this as 1 weekly rental plus 2 additional days. The customer would be charged 1*170+2*68 = $306. Example 3 - Customer rents an air compressor for 13 days. Since 13 days can either be one month or 2 weeks plus 1 day, Rentalman will consider the following: (2*170)+1*68=$408 or 1*425. Since $408 for the 2 weeks plus one day is lower than the one-month rental rate, therefore the customer will be charged that amount	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount of our proposed price structure fluctuates by item and based on the published rates for the market. Herc is offering firm rates across the country to allow for Sourcewell members to take advantage of these discounts opposed to their local discounted rate.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Herc Rentals proposed pricing takes into account volume discounts and major contract equipment spends.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	As per our standardized procedure, Herc will handle nonstandard equipment requests through the local markets and sales teams. This allows Herc to support Sourcewell closest to the request. As a part of our regular review and KPI process, if there is a particular item not included in the pricing with large transaction volumes, we will propose adding this item to the contract. If Sourcewell members ask Herc to supply equipment not available or not in scope, Herc will utilize a 3rd party company and proposes a 24% re-rent markup on total invoice cost.	*

63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please refer to Pricing & Terms document for more information. Additional charges include: The basic daily, weekly and 4 week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4 week charge (for a 4 week rental) Multiple Shift rates for generators and other powered equipment may be charged on top of the standard rental rate. Single shift usage is based on an eight hours per day, 40 hours per week and 160 hours per a four-week period. Hours in of one shift will be charged at 1.5x for double shift and 2x for triple shift. Refueling charges will be applied to any equipment not returned with a full tank of fuel. The customer will be charged the posted fuel rate on the date of the return. Please note the refueling charge per gallon is not a sale of fuel but is the per gallon charge for fuel, labor, and other fees. Tire Repairs: Repair or replacement of tires on equipment is the customer responsibility and is not included in the rental rate. Environmental Fees Fuel Surcharge Delivery Surcharge Optional RPP Damage Repair: for equipment damaged – the customer will be charged the branch's posted SHOP LABOR RATE (Fluctuates by market). PARTS MARKUP 20%. OUTSIDE (3rd party) LABOR – 20% on cost Government/Local Fee and Surcharges Herc is required to charge special fees in certain circumstances based on geographic requirements. For example some states have special fees which are required to be charged to the customer. These fluctuate based on area. Herc pass throughs these fees with no markup.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	U.S. Mainland location Standard Delivery during normal working hours: $175 each way within 30 miles of the delivered Herc branch. Beyond 30 miles, Herc will charge $175 flat rate + $4 per mile after the original 30 miles. After Hours: Additional call out fee to be quoted at the time of rental Oversize / Permit Loads: for certain categories of equipment which require special permitting or oversize load requirements, Herc will quote the additional cost at the time of the rental. Third Party Trucking: If agreed to by both parties ahead of the rental, Herc may be required to utilize a third party trucking company for delivery for an additional fee. These charges will be quoted and agreed to prior to the rental commencing.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada -- Offshore rentals to be excluded under Sourcewell contract agreement. Herc will handle and quote off shore requests on a case-by-case basis. Each request may be subject to a separate rate, delivery, and terms structure. Our Initial proposal does not include Hawaii. If awarded a Sourcewell agreement, we would support an addendum to the initial agreement with separate Hawaii pricing and delivery terms.	*

In Progress

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Along with our 400 branch network, Herc has the ability to move its fleet through its fleet pooling. Each branch can draw upon the neighboring branch, region, or division-wide fleet pool to satisfy our customers needs. Neighboring branches or regions can view inventories and existing reservations improving equipment forecasting and equipment availability.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	d. other than what the Proposer typically offers (please describe).	Herc is providing a discounted pricing structure off published pricing. The proposal is similar to other proposals we offer in this space but cannot be defined as the same. It is unique to the opportunity presented.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Herc's networked rental management system allows Sourcewell member agreed upon pricing to be hard coded against all subsidiary accounts. This ensures 100% billing accuracy as it relates to pricing. Members will receive the agreed upon rates and terms for rentals at all applicable Herc locations.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly Rental Volume (vs. Prior Year Spends) a) Total contract spend b) Regional spend c) Top 25 Sourcewell entities d) Top Growing entities e) Top Declining entities f) Top rental items Sales Team Engagement Customer Use of Herc Technology system	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1% of rental volume for Sourcewell identified entities utilizing the Sourcewell contract agreement for transactions.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Describe the rent-to-buy option for new rental equipment if applicable.	Herc does not offer rent to buy options.	
72	Describe your used rental equipment sales program if applicable.	Used equipment sales are a great option for customers looking to purchase a piece of equipment, but would prefer to not pay for a new piece of equipment. Through Herc our customers benefit from a vast, nationwide used equipment inventory. At almost any time, if a customer is looking for a used piece of equipment and it's carried by Herc, a quote can be generated. From Herc, customers will be buying equipment that has been maintained by Herc's trained and certified technicians at or above manufacturer's specifications.	
73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please see Herc's equipment rate sheet encompassing our equipment catalog.	*
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Herc supplies equipment rental solutions through our broad catalog of equipment, including Aerial, Power Generation, Material Handling, Earth Moving, Air Quality Control, Pumps and Small tools.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

In Process

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *	
75	Category 1: Rental Equipment, Products and Related Services	*

Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments	
76	Earth Moving Equipment	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	*
77	Aerial Equipment	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
78	Compaction Equipment	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
79	Industrial	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	*
80	Roadway	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
81	Concrete Equipment	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
82	Landscape Equipment	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
83	Trailers	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
84	Lighting Equipment	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
85	Barricades	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
86	Signs	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
87	Batteries or Charging Equipment	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
88	Generators	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
89	Wash Stations	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.	
90	Portable Restrooms	○ Yes ◉ No	Please refer to Herc's rate sheet for our full offering.	
91	Temporary Shelters	○ Yes ◉ No		
92	Used Rental Equipment Sales	◉ Yes ○ No	Used Rental Equipment Sales are available at https://used.hercrentals.com/	

Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.
94	Street Maintenance & Cleaning Equipment	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.
95	Bucket Trucks	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.
96	Diggers	○ Yes ◉ No	
97	Roll-Off Trucks	○ Yes ◉ No	
98	Refuse Trucks	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.
99	Waste & Debris Handling Equipment	◉ Yes ○ No	Please refer to Herc's rate sheet for our full offering.

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 100. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	◉ Yes ○ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Terms and Conditions US Commercial (RA).pdf - Tuesday April 09, 2024 12:45:22
- Financial Strength and Stability - 2023 Canada Terms and Conditions.pdf - Tuesday April 09, 2024 12:45:32
- Marketing Plan/Samples - 2024 10K.pdf - Tuesday April 09, 2024 12:46:07
- WMBE/MBE/SBE or Related Certificates - Sustainability Fact Sheet_1.24.24.pdf - Tuesday April 09, 2024 12:47:04
- Warranty Information - Sourcewell Pricing & Terms - Herc Rentals.xlsx - Tuesday April 09, 2024 13:38:06
- Standard Transaction Document Samples - rental-solutions-guide--herc-rentals (8).pdf - Tuesday April 09, 2024 13:42:22
- Requested Exceptions (optional)
- Upload Additional Document (optional)

In Process

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Oosterbeek, Vice President, Herc Rentals Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Rental_Equipment_RFP 040924 Wed March 13 2024 04:42 PM	☑	3
Addendum_3_Rental_Equipment_RFP 040924 Wed February 28 2024 09:59 AM	☑	1
Addendum_2_Rental_Equipment_RFP 040924 Wed February 21 2024 03:00 PM	☑	1
Addendum_1_Rental_Equipment_RFP 040924 Tue February 20 2024 04:03 PM	☑	1

In Process

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Lee

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Herc Rentals Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 1/26/2026

Signed: _____

Entity: Herc Rentals Inc.

Name: Jason Oosterbeek

Title: Vice President

In Process

Sworn to (or affirmed) and subscribed before me this 26 day of January, 2026, by _____.

Notary Signature

Notary Public State of Florida
Nina Aide
My Commission HH 704447
Expires 10/26/2029

Nina Aide

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____

Docusign Envelope ID: EE20BF5C-5598-85AC-803C-7BA78759502F

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Herc Rentals Inc. *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired have had their work authorization status verified through the E-Verify system.

A true and correct copy of Herc Rentals Inc. *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Jason Oosterbeek

Title: Vice President

Date: 1/26/2026

In Process

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26 day of January, 2026 by Jason Oosterbeek, Vice President *[name of officer or agent, title of officer or agent]* of Herc Rentals Inc. *[name of contractor company acknowledging]*, a Delaware *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally known *[type of identification]* as identification.

[Notary Seal]

Notary Public State of Florida
Nina Aide
My Commission HH 704447
Expires 10/26/2029

Notary Public

Nina Aide

Name typed, printed or stamped

My Commission Expires: 10-26-2029

City of Palm Coast, Florida
Agenda Item

Agenda Date: December 1, 2026

Agenda Item:
F.2

Department STORMWATER AND ENGINEERING **Division** STORMWATER AND ENGINEERING	**Amount** N/A **Org/Account #** SW55013-54205509-063000

Subject: RESOLUTION 2026-XX APPROVING THE EXECUTION OF A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT FOR THE DESIGN OF BURROUGHS DRIVE STORMWATER PARK

Presenter: **Carmelo Morales, Stormwater Engineer**

Attachments:

1. Resolution
2. FDEP Grant Agreement #L0516

Background:

Staff identified the need for additional stormwater storage capacity to help address recurring flooding in the London Waterway area. The London Waterway and Control Structure LO-1 function as the primary regional stormwater system for the northern portion of Palm Coast. The original system, developed in the late 1970s, relied heavily on distributed flood storage and conveyance provided by constructed canals, Bird of Paradise, and Hulett Swamp. The plan envisioned three major detention lakes totaling approximately 115 acres of connected water surface area. However, only about 30 acres of storage were ultimately constructed. Despite this existing storage, surrounding neighborhoods continue to experience chronic street flooding during storm events. To address these challenges, the city is seeking to increase regional stormwater storage. A City-owned 28-acre vacant parcel, located along Belle Terre Parkway behind Fire Station No. 23, has been identified as a potential site to provide additional stormwater storage while also serving as a regional park facility.

On June 16, 2026, Council approved a work order with Frees and Nichols to provide a feasibility analysis, stormwater park modeling, and a preliminary engineering report.

The City has been awarded $150,000 through a State of Florida legislative appropriation for pre-design and design services for Burroughs Drive Stormwater Park. The funds were appropriated by the Florida Legislature in State Fiscal Year 2026-2027 under the Statewide Water Quality Restoration Projects program (Line-Item 1766A; CSFA No. 37.039) and are administered by the Florida Department of Environmental Protection (FDEP) through Grant Agreement L0516.

Staff requests approval to execute the agreement. This is a cost-reimbursement agreement, and no local match is required. The agreement runs from July 1, 2026, through March 31, 2030, and all grant-funded work must be completed by September 30, 2029.

Funds for this project are budgeted out of the FY 2027 Stormwater Engineering Fund.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING THE EXECUTION OF A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT FOR THE DESIGN OF BURROUGHS DRIVE STORMWATER PARK

RESOLUTION 2026-___
BURROUGHS DRIVE STORMWATER PARK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTON (#L0516) FOR BURROUGHS DRIVE STORMWATER PARK PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to provide additional flood storage as part of the Burroughs Drive Stormwater Park Project; and

WHEREAS, the City of Palm Coast has applied for a grant to help defray the costs for project design services; and

WHEREAS, Florida Department of Environmental Protection has awarded a grant to the City of Palm Coast, in the amount of $150,000, for design services related to the Burroughs Drive Stormwater Park Project.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF GRANT AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Florida Department of Environmental Protection Grant agreement # L0516.

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this 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 5. CONFLICTS. All resolutions or parts of resolutions in conflict with 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 1st day of December 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" FDEP L0516 Grant Agreement

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Palm Coast Burroughs Dr Stormwater Park**

Agreement Number: **L0516**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Palm Coast**

Entity Type: **Local Government**

Grantee Address: **160 Lake Ave, Palm Coast, FL 32164**

FEID: **59-3614294**

(Grantee)

3. Agreement Begin Date: **July 1, 2026**

Date of Expiration: **March 31, 2030**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (29.5905, -81.2594)**

Project Description: **The Grantee will design additional stormwater storage within the London Waterway system to address chronic storm flooding in the area.**

5. Total Amount of Funding: **$ 150,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1766A, FY 26-27, WPSPTF**	$ **150,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **150,000.00**

6. Department's Grant Manager

Name: **Victoria Boyd** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-3193**

Email: **Victoria.L.Boyd@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Carlos Dominguez Brito** or successor

Address: **City of Palm Coast**
160 Lake Ave
Palm Coast, FL 32164

Phone: **386-986-4776**

Email: **cdominguezbrito@palmcoastgov.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Palm Coast **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Mike McGlothlin, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____
Victoria Boyd, DEP Grant Manager

_____
Kate Pace, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0516

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Palm Coast Burroughs Dr Stormwater Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2026 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Palm Coast Burroughs Dr Stormwater Park

PROJECT LOCATION: The Project will be located in the City of Palm Coast within Flagler County; Lat/Long (29.5905, -81.2594).

PROJECT DESCRIPTION: The City of Palm Coast (Grantee) will design additional stormwater storage within the London Waterway system to address chronic storm flooding in the area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of Palm Coast Burroughs Dr Stormwater Park and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task. Project management services related to the preconstruction activities, to include review of documents, meetings with contractor(s) and design professionals, and overall preconstruction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$150,000	07/01/2026	09/30/2029
		Total:	$150,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2026-2027	37.039	Statewide Water Quality Restoration Projects – LI 1766A	$150,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$150,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

City of Palm Coast, Florida
Agenda Item

Agenda Date: December 1, 2026 **Agenda Item:** F.3

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** $75,000.00 **Org/Account #** 54205509-063000-99043

Subject: RESOLUTION 2026-XX APPROVING ADDITIONAL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE COMPLETION OF THE P-1 WEIR REPLACEMENT PROJECT

Presenter: **Carmelo Morales, Stormwater Engineer**

Attachments:

1. Resolution

Background:

On March 5, 2024, Council approved a contract with S.E. Cline for the replacement of the P-1 Weir control structure. This replacement will alleviate the problems of the old system, improve water quality, and provided flood protection to the residential neighborhoods connected to the drainage system. It will also address the existing erosion issues and retrofit existing storm infrastructure to work with the new design.

The project was scheduled to reach Substantial Completion on May 24, 2026, and Final Completion on June 23, 2026. The contractor has not met these contract milestones, and construction has extended well beyond the anticipated schedule. To protect the City's interests and ensure quality and contract compliance through the remainder of construction, Construction Engineering and Inspection (CEI) services must continue for the full duration of the project.

Under the existing contract (RFSQ-SWE-23-32) with DRMP, Inc., staff executed a work order for CEI services. The original CEI fee did not anticipate this extended duration.

This item is to request approval of additional contingency funding in the amount of $75,000 for the additional CEI services and other unforeseen items.

Funds for this project are budgeted out of the Capital Stormwater and Engineering Fund for FY 27.

Source of Funds Worksheet
Original Budget: $460,549.00
Total Expended/Encumbered to Date: $384,990.54
Pending Work Orders. Contracts:

Current (WO/Contract): $75,000 Balance: $558.46
Recommended Action: **ADOPT RESOLUTION 2026-XX APPROVING ADDITIONAL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE COMPLETION OF THE P-1 WEIR REPLACEMENT PROJECT**

RESOLUTION 2026-___
ADDITIONAL FUNDS FOR P-1 WEIR REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING ADDITIONAL EXPENSES FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE COMPLETION OF THE P-1 WEIR REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff is requesting funding for additional construction engineering inspection services (CEI) for completion of the P-1 Weir Replacement Project; and

WHEREAS, City Council desires to approve funding for the above-mentioned services to for the above-mentioned project; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, City Council desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed $100,000 associated with the expenses related to the above-mentioned services.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF FUNDING. The City Council of the City of Palm Coast hereby approves funding for CEI services for the completion of the P-1 Weir Replacement Project.

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 1st day of December 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

City of Palm Coast, Florida
Agenda Item

Agenda Date: December 1, 2026

Agenda Item:
F.4

Department	UTILITY	**Amount**	$291,380.00
Division	WATER OPERATIONS	**Org/Account #**	54049088-063030-81019

Subject: RESOLUTION 2026-XX APPROVING WORK ORDERS WITH CONNECT CONSULTING, INC., FOR EVALUATION AND REHABILITATION OF WELLS SW-37 AND SW-114R

Presenter: **Brian Roche, Director of Utility**

Attachments:

1. Resolution
2. Master Services Agreement RFSQ-SWE-25-15 (Contract)
3. CCI Proposal 101.78
4. CCI Proposal 101.79

Background:
Council Priority:
D. Sustainable Environment and Infrastructure

As part of the City's ongoing efforts to maintain the reliability and operational efficiency of its public water supply system, Utility staff have identified Wells SW-37 and SW-114R for evaluation and rehabilitation due to declining well performance and reduced specific capacity (well production relative to drawdown).

Both wells were originally constructed as screen-and-filter-pack wells within the Confined Surficial Aquifer. Over time, calcium accumulation and mineral deposits on the well screens have contributed to reduced performance and production capacity.

Under the City's existing Master Professional Services Agreement for Professional Hydrogeological Services (RFSQ-SWE-25-15), approved under Resolution 2025-44, Connect Consulting, Inc. (CCI) has submitted separate proposals for evaluation and rehabilitation of the two wells.

Connect Consulting Inc. will provide professional hydrogeological services and engage with a qualified well-drilling sub-contractor to perform the rehabilitation. The proposed rehabilitation method will utilize hydrochloric acid treatment, high-pressure jetting, and air-lift induction to redevelop the wells and remove accumulated calcium deposits from the well screens, with the objective of restoring efficiency and production capacity.

Under the City's existing contract, RFSQ-SWE-25-15, City staff negotiated the following scopes of work and not-to-exceed fees with Connect Consulting, Inc.:

· **SW-37:** $145,690 – CCI Proposal No.101.79
· **SW-114R:** $145,690 – CCI Proposal No. 101.78

The combined not-to-exceed amount is **$291,380**. Each proposal anticipates completion within 90 days from authorization.

City staff have reviewed the proposed scopes and fees and determined that the costs are fair and reasonable and consistent with the professional services required for the professional and specialized wellfield services required.

Source of Funds Worksheet
Original Budget: $3,265,000.00
Total Expended/Encumbered to Date: $50,000.00
Pending Work Orders.Contracts:
Current (WO/Contract): $291,380.00
Balance: $2,923,620.00

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING WORK ORDERS WITH CONNECT CONSULTING, INC., FOR EVALUATION AND REHABILITATION OF WELLS SW-37 AND SW-114R

RESOLUTION 2026-___
EVALUATION AND REHABILITATION OF WELLS SW-37 AND SW-114R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF WORK ORDERS WITH CONNECT CONSULTING, INC., FOR THE EVALUATION AND REHABILITATION OF WELLS SW-37 AND SW-117R IN THE AMOUNT NOT TO EXCEED $291,380.00; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast seeks to maintain the reliability and efficiency of its public water supply production wells; and

WHEREAS, Wells SW-37 and SW-114R have been identified for evaluation and rehabilitation due to reduced well performance; and

WHEREAS, Connect Consulting, Inc., has submitted Proposal No. 101.79 for Well SW-37 and Proposal No. 101.78 for Well SW-114R, each in the fixed-fee amount of $145,690.00; and

WHEREAS, the proposed services will be performed pursuant to the existing Master Professional Services Agreement, RFSQ-SWE-25-15, subject to execution of appropriate work order documentation; and

WHEREAS, the City Council finds approval of the proposed services in a combined amount not to exceed $291,380.00 to be in the best interests of the City.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF THE WORK ORDERS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work orders with Connect Consulting, Inc., as attached hereto and incorporated herein by reference herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute any necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Contract Agreements for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Contract Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 1st day of December 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Work Orders - Connect Consulting, Inc.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

BPO Mgr. approved

DS
YR

CONTRACT EXECUTIVE OVERVIEW
(Non-Construction)

Vendor Name Connect Consulting, Inc.

Project Name: Professional Hydrogeological Services

Bid/Reference # RFSQ-SWE-25-15

Contract Type: Master Professional Services Agreement

Contract Value $ Over $50K

Resolution # 2025-44 **City Council Approval Date:** 03/18/2025

Standard Contract Template (Y/N): y

If No, then Reviewed by City Attorney: n/a

Length of Contract: 3 year

Renewable (Y/N): yes

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

City's Project Manager Alex Blake

Brief Description/Purpose:

Master Professional Service Agreement for professional hydrogeological services related to water supply planning and development, Water and/or Consumptive Use Permitting, monitoring data evaluation, permit compliance monitoring, etc.

Approvals:

Responsible Dept. Director DocuSigned by: Carl Cote D9149C6987AB49F... **Date:** Mar 24, 2025 | 5:54 AM PDT

City Finance Signed by: Helena Alves 4F2A3892B67B492... **Date:** Mar 25, 2025 | 8:10 AM EDT

City Attorney Signed by: A9D59FA5D9FD417... **Date:** Mar 25, 2025 | 10:28 AM EDT

Acting City Manager DocuSigned by: Lauren Johnston 17644D609F7D434... **Date:** Mar 25, 2025 | 11:39 AM EDT

Vendor Name and Email Address: David S Robertson drobertson@cciwater.com

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

city of PALM COAST

Finance Department
Budget & Procurement Office

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

Dear Supplier,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in the Agreement.

Thank you.

Regards,
City of Palm Coast
Budget & Procurement Office

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

MASTER SERVICES AGREEMENT
(Professional Services)

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this 25th day of March, 2025 ("Effective Date"), between CONNECT CONSULTING, INC. whose primary place of business is 1210 Emmel Road, Lake Helen, Florida 32744 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **PROFESSIONAL HYDROGEOLOGICAL SERVICES** from a competent and qualified supplier and has conducted a formal Request for Statement of Qualifications # RFSQ-SWE-25-15 (RFSQ) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFSQ and desires to render said services to CITY in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

B. Invoicing. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. Payment Terms. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.23; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. Financial Reconciliation. At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of three (3) years. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CITY.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify and hold harmless CITY, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. AUTHORIZED REPRESENTATIVE. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

10. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, Fl., if in federal court.

11. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. Discrimination/ADA. SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. Drug Free Workplace. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.

C. Immigration. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

E. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;
b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFSQ and all submissions prepared by SUPPLIER in response to the RFSQ are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	David S. Robertson
City of Palm Coast	Connect Consulting, Inc.
160 Lake Avenue	1210 Emmel Road
Palm Coast, Florida 32164	Lake Helen, Florida 32744

20. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. **PUBLIC RECORDS LAW.**

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY 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, F.S. or as otherwise provided by law; and

iii. 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 SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all

public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

24. WAIVER. The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
By: Lauren Johnston
17644D609F7D434...

Print: Lauren Johnston

Title: Acting City Manager

Date: Mar 25, 2025 | 11:39 AM EDT

CONNECT CONSULTING, INC.

Signed by:
By: David S Robertson
DE7EF822953...
(Authorized Signatory)

Print Name: David S Robertson

Title: President

Date: Mar 23, 2025 | 5:56 AM PDT

Exhibits

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

A - Work Order Template Form
B - Insurance Requirements

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

Exhibit A - Work Order Template Form

Work Order # _____ **PO#** _____ **Project Mgr.** _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title** _____

Contract Bid # _____ **Work Order Bid #** _____

Contract Resolution # _____ **Work Order Resolution #** _____

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one):** _____ **FIXED FEE/LUMP SUM** _____**UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one):** ____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):**_____ **AS NEEDED BASIS** ____ **SHALL BE COMPLETED BY -** ____/____/20____
5. **DESCRIPTION OF SERVICES (chose one):** _____ **ATTACHED** _____ **INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER:** _____**No** _____ **Yes If yes, identify:**_____
7. **MISCELLANOUS:**_____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

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

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

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

DRAFT

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Connect Consulting, Inc.
Name of Proposer

David S. Robertson, Prsident
Name and Titles of Authorized Representative(s)

Signature(s)

1/15/2025
Printed Date

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

CCI Connect Consulting, Inc.
Water Resource Consultants

North Florida Office
1210 Emmel Road
Lake Helen, FL 32744
Office: 386-473-7766
Cell: 561-866-0540
Email: drobertson@cciwater.com

U.S. Department of Homeland Security's E-Verify Affidavit

I hereby certify that Connect Consulting, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Connect Consulting, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: David S. Robertson

Title: President

Date: 1/15/2025

STATE OF FLORIDA, COUNTY OF VOLUSIA
The foregoing instrument was acknowledged before me by means of physical presence this 15 day of January, 2025 by David S. Robertson, President of Connect Consulting, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me.

B. Joy Taylor Notary Public

B. JOY TAYLOR
Notary Public - State of Florida
Commission # HH 296127
My Comm. Expires Aug 1, 2026
Bonded through National Notary Assn.

[NOTARY SEAL]

Name typed, printed, or stamped

My Commission Expires: Aug. 1 2026

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Connect Consulting, Inc. **is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.**

Printed Name: David S. Robertson

Title: President

Signature: 

Date: 1/15/2025

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

FORM 8 – AFFADAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Volusia

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Connect Consulting, Inc. "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 1/15/2025 Signed: _____

Entity: Connect Consulting, Inc. Name: David S. Robertson

Title: President

Sworn to (or affirmed) and subscribed before me this 15 day of January, 2025, by B. J. T.

B. JOY TAYLOR
Notary Public - State of Florida
Commission # HH 296127
My Comm. Expires Aug 1, 2026
Bonded through National Notary Assn.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Allison Barga **PHONE (A/C, No, Ext):** 360-626-2007 **FAX (A/C, No):** 360-626-2007 **E-MAIL ADDRESS:** allison.barga@assuredpartners.com
INSURED Connect Consulting Inc 1210 Emmel Road Lake Helen FL 32744 467	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** National Casualty Company — 11991 **INSURER C :** Hartford Accident and Indemnity Company — 22357 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 841405871 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	52SBUNL0852	9/28/2024	9/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	52UEGHA1233	9/28/2024	9/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	52SBUNL0852	9/28/2024	9/28/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	52WEGPI3885	9/28/2024	9/28/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab: Claims Made			JEO0003004	9/28/2024	9/28/2025	$2,000,000 Per Claim $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured per the attached. The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
Project/Job Name: Hydrogeological Services

CERTIFICATE HOLDER

City of Palm Coast, Florida
Attn: Dianne Torino
160 Cypress Point Parkway, Ste. B106
Palm Coast FL 32164-8436

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

© 2021, The Hartford
(Includes copyrighted material of Insurance Services Office, Inc. with its permission.)

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 52 WEG PI3885 **Endorsement Number:**
Effective Date: 09/28/24 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CONNECT CONSULTING INC
1210 EMMEL RD
LAKE HELEN FL 32744

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

529BUNL0882

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

RESOLUTION 2025-44
HYDROGEOLOGICAL SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE MASTER SERVICES AGREEMENT FOR HYDROGEOLOGICAL SERVICES WITH ARDAMAN & ASSOCIATES, INC. AND CONNECT CONSULTING, INC.: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ardaman & Associates, Inc., and Connect Consulting, Inc., desires to provide Hydrogeological Services for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires approve master services contracts for the above-mentioned services for the City of Palm Coast.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreement with Ardaman & Associates, Inc., and Connect Consulting, Inc., as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for changes totaling less than $50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

Docusign Envelope ID: 75EDE55C-5BC7-4F34-BD25-9DAF452B2B88

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.

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 18th day of March 2025.

ATTEST:

KALEY COOK, CITY CLERK

CITY OF PALM COAST

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

CITY OF PALM COAST, FLORIDA
PALM COAST
CITY CLERK
INCORPORATED 1999

Attachment: Exhibit "A" – MSA Ardaman & Associates, Inc., and MSA Connect Consulting, Inc.

North Florida Office
1210 Emmel Road
Lake Helen, FL 32744
Office: 386-473-7766
Mobile: 561-866-0540
E-mail: drobertson@cciwater.com

Water Resource Consultants

November 17, 2026

Donald Holcomb
Water Utility System Chief Operator
City of Palm Coast
4 Corporate Drive North
Palm Coast, FL 32137

RE: Proposal – Public Water Supply Well SW-114R
Evaluation and Rehabilitation
CCI Project No. 101.78

Figures

1. Well Location Maps
2. Site and Wellhead Photographs
3. Well Completion Report (1981)
4. Well Completion Report (2022) Page 1 of 2
5. Well Completion Report (2022) Page 2 of 2

Tables

1. Well Construction Details
2. Rebuilt (2009) Well Construction Details
3. Well SW-114R Construction Details
4. Pump Details
5. Motor Details

Appendix

A. Cost Detail

Dear Mr. Holcomb:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to the City of Palm Coast (City) to evaluate and rehabilitate Public Water Supply (PWS) Well SW-114R. Towards that end, CCI developed a scope of work to complete the project as requested by the City. Well SW-114R is located on parcel 08-11-30-0000-01010-0000 south of Ludlow Grade, Palm Coast, FL 32164 as shown in **Figure 1**. Site and wellhead photographs are shown in **Figure 2**.

Discussion

Well SW-114 was originally constructed in April 1981 by Southern Drillers. Well SW-114 was constructed as a 16x10-inch screened and gravel-packed Confined Surficial aquifer (CSA) well. As shown in the original well completion report (**Figure 3**), SW-114 was constructed by setting and cementing 16-inch diameter steel casing to ~53 feet, followed by installing a 10-inch diameter steel casing and stainless-steel well screen from 54-64 and 70-80 feet. After the initial construction was completed, the well was test pumped at 425 gallons per minute (GPM) and had a specific capacity of 16 GPM/ft. of drawdown. The original well construction details for Well SW-114 are displayed in **Table 1**.

Table 1 – Well Construction Details

Well Number	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Depth (ft.)	Total Depth (ft.)	Source
SW-114	6621	16	10	53	54-64/ 70-80	85	CSA

Notes: in. – inches ft. – feet CSA – Confined Surficial aquifer
GPM – Gallons per minute

The well was rebuilt in place in 2009 due to a lack of response from traditional rehabilitation methods. The rebuild consisted of removing the old inner screen and casing, reaming and conditioning the borehole, and then installing a new inner casing, screen, and filter pack. After rebuilding Well SW-114 the specific capacity was improved from ~1-2 GPM/ft. of drawdown to ~8 GPM/ft. of drawdown. The rebuilt well construction details are displayed in **Table 2**.

Table 2 – Rebuilt (2009) Well Construction Details

Well Number	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Depth (ft.)	Total Depth (ft.)	Source
SW-114	6621	16	10	53	60-90	95	CSA

Notes: in. – inches ft. – feet CSA – Confined Surficial aquifer
GPM – Gallons per minute

In 2013, the specific capacity had declined to ~2 GPM/ft. of drawdown and the well was treated with carbon dioxide (CO2) gas, which improved the specific capacity to ~5 GPM/ft. of drawdown. No rehabilitation work was conducted on Well SW-114 from 2013-2022. In 2022 the specific capacity had declined to ~1.5 GPM/ft. of drawdown at pumping rates of ~30-40 GPM.

In 2022, replacement well SW-114R was constructed onsite ~30 feet away from the original Well SW-114. The Well Completion Report is shown in **Figures 4-5**. Well SW-114 was abandoned after the construction of Well SW-114R.

Well SW-114R had a specific capacity of 10.6 GPM/ft. of drawdown at a pumping rate of 260 GPM at the time of its construction. Well SW-114R now has a specific capacity of ~1.5 GPM/ft. of drawdown at ~50 GPM in October 2026. The well construction details for Well SW-114R are displayed in **Table 3**.

Table 3 – Well SW-114R Construction Details

Well Number	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Depth (ft.)	Total Depth (ft.)	Source
SW-114R	524160	16	10	55	55-100	104	CSA

Notes: in. – inches ft. – feet CSA – Confined Surficial aquifer
All depths are referenced to top of final casing.

Pump details are displayed in **Table 4** and motor details are displayed in **Table 5**.

Table 4 – Pump Details

Brand	Model	Flow Rate (GPM)	TDH	S/N
Grundfos	230S100-3	250	110	F230546

Table 5 – Motor Details

Brand	Model	HP	Phase	Volts	Hz	RPM	S/N
Franklin Electric	236 6028 120	10	3	230	60	3450	22K19-24-00166A

As part of the annual wellfield operation and maintenance program, the City requested CCI to prepare proposals for well rehabilitation in a continuing effort to maintain and restore decreased production from CSA PWS wells. CCI reviewed the monthly raw water monitoring data files provided by the City to select an initial set of CSA PWS wells for rehabilitation in Fiscal Year 2027. Well SW-114R is one of two (2) wells selected initially for rehabilitation along with Well SW-37 that has been submitted under separate cover. Additional wells will be selected for rehabilitation during Fiscal Year 2027.

The following scope of work was developed with input from City personnel to implement the evaluation and rehabilitation for Well SW-114R to address the reduced specific capacity.

Scope of Work

A. Well Evaluation and Rehabilitation

Hydrogeologic Services:

1. Provide project management, administration, and coordination
2. Develop well evaluation and rehabilitation program design
3. Provide oversight during rehabilitation
4. Provide data collection during testing
5. Prepare summary report

Wellfield Services:

1. Mobilize equipment to the site to perform the scope of work.
2. Coordinate with City staff to disconnect and lock out electrical service.
3. Isolate well from raw water transmission system.
4. Remove the pump and motor from the well. Inspect pump and motor for any necessary repairs/replacements.
5. Measure filter pack level and monitor filter pack level throughout rehabilitation process. Replenish with 3/16”x #10 silica sand filter pack material as needed up to a maximum of 10 cubic feet of material.
6. Conduct a static and pumped borehole video survey to inspect the screen and filter pack and to verify well construction details.
7. Install a test pump capable of producing up to 200 GPM and conduct a pre-rehabilitation step-drawdown pumping test. Equip the development/test pump with an accurate flow meter, up to 200-feet of leak-free hose and/or piping, and a diffuser to minimize the potential for erosion during pumping. The test shall consist of the well being pumped for one hour at each of three escalating rates. Anticipated pumping rates for the test are 50, 100, and 150 GPM, or as directed by the Hydrogeologist. Accurately measure, by manual methods, static water level before pumping begins and pumped water level and flow readings throughout the test. Measure and record sand rate using a Rossum sand tester attached to the discharge of the test pump during each step of the pumping test. Discharge water from pumping tests and well development will be managed and discharged to prevent erosion.
8. Remove the test pump from the well.
9. Perform AirBurst® rehabilitation consisting of targeting the screened portion of the well with compressed air. Includes bailing and removing debris produced by the well during the AirBurst® rehabilitation process.
10. Re-run the step drawdown pumping test, as described above, to establish the new specific capacity.
11. Conduct a post- AirBurst® static and pumped video survey.
12. Remove the test pump from the well.
13. Install up to four (4) 55-gallon drums of 20° Baume (32%) hydrochloric acid (HCL) into the well and filter pack in 10–20-gallon batches over a one (1) week period. Monitor HCL reaction until stable. Repeat process until all HCL is used.

14. Install a surge block attached to a drilling rig or pump hoist truck and surge the well for a minimum of four (4) hours.
15. Measure fill in well and reverse air lift well, if necessary, to remove excess material accumulated in the sump of the well.
16. Install a test pump capable of producing up to 200 GPM and continue re-developing the well by surging and over pumping at up to 200 GPM for up to 24 hours. Development will be deemed complete when the discharge can be maintained sand free (<5.0 mg/L as measured on a Rossum sand tester) and Turbidity <1.0 Nephelometric Turbidity Unit (NTU).
17. Re-run the step drawdown pumping test, as described above, to establish the new specific capacity.
18. Conduct a post-rehabilitation static and pumped video survey.
19. Reinstall the submersible pump and motor, including any repairs/replacements that were required based on the initial pump and motor evaluation, and grout the baseplate.
20. Flow test the pump and disinfect the well with sodium or calcium hypochlorite.
21. Clean up and restore the site.
22. Demobilize all equipment and secure site.

Cost and Schedule

We will complete the scope of work described above on a lump sum/fixed fee basis for $145,690.00 as summarized in the cost detail included in **Appendix A**.

Time of Completion (from authorization): 90 days

We appreciate the opportunity to assist the City with this project. Please review this proposal and contact me with any questions.

Sincerely:

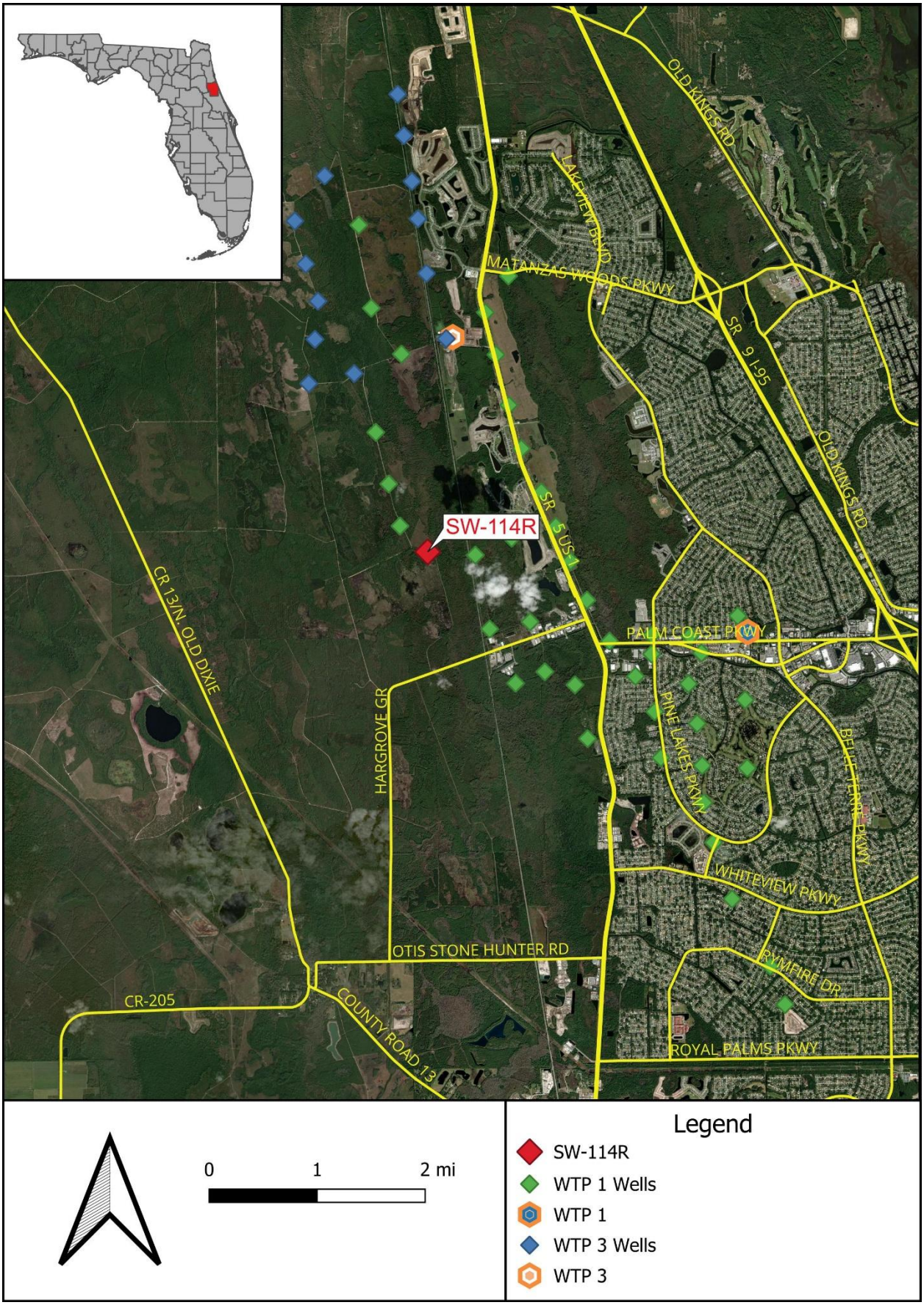
Connect Consulting, Inc.

David S. Robertson

David S. Robertson, P.G
Principal Hydrogeologist

Cc: Raynetta Marshall
James Melley
Peter Roussell
Ryan Bellerive
Brian Roche
Thomas Freeman

FIGURES



CCI Connect Consulting, Inc.
Water Resource Consultants

City of Palm Coast
Well SW-114R Evaluation and Rehabilitation
Palm Coast, Flagler County, Florida

Well Location Map

Figure 1







CCI Connect Consulting, Inc.
Water Resource Consultants

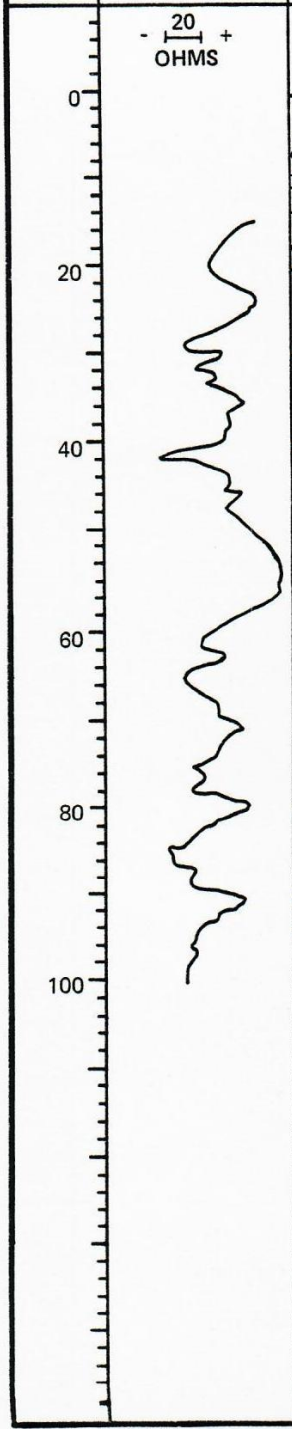
City of Palm Coast
Well SW-114R Evaluation and Rehabilitation
Palm Coast, Flagler County, Florida

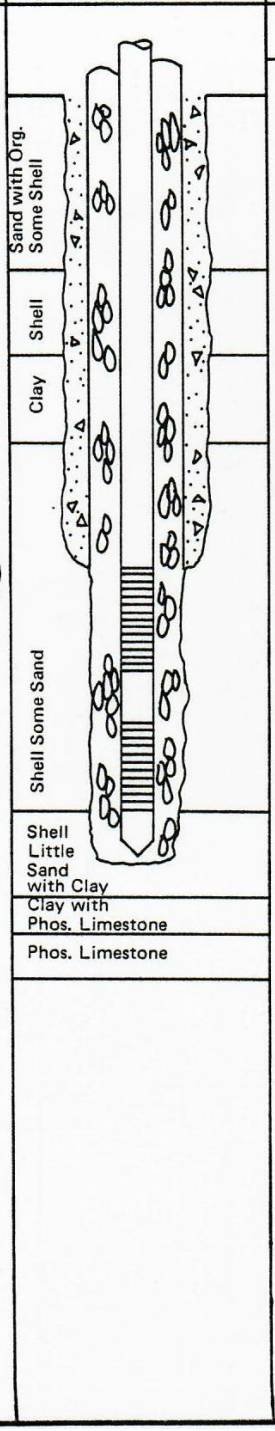
Site and Wellhead Photographs

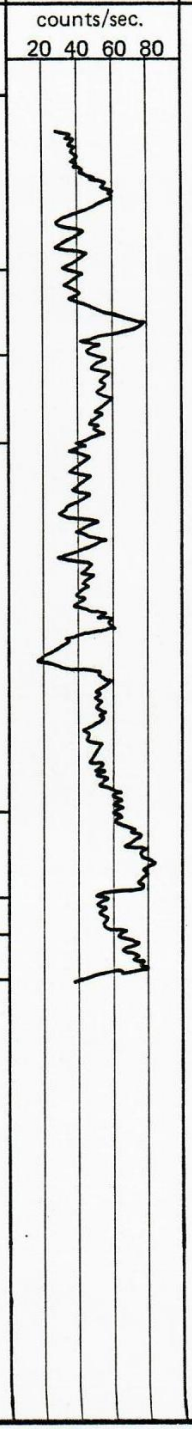
Figure 2

ITT COMMUNITY DEVELOPMENT CORPORATION
FLAGLER COUNTY, FLORIDA

WELL COMPLETION REPORT







TEST DATA

Well SW-114
Date completed 2-26-81
Location North Zone
Elevation (msl) 30 ft
Casing diameter 10 x 16 in.
Casing depth 53 ft
Screen diameter 10 in.
Screen slot size 40
Screen interval 54-64; 70-80 ft
Total depth 85 ft
Test intervals None
ft
Well construction Rotary
Driller Southern Driller

FINAL PUMP TEST

Date completed 3-2-81
Duration 45 hr
Pumping rate 425 gpm
Static water level 3.95 ft
Maximum drawdown 26.55 ft
Specific capacity 16 gpm/ft
Measuring point 1 ft
(Above land surface)

WATER QUALITY INDICATORS (mg/l)

Chloride Cl 83
Total iron Fe 0.35
Total hardness 332
Sulfate SO_4 <1
Total dissolved solids 490
Conductivity 800 (μmhos)

SITE EVALUATION

Casing depth 53 ft
Screen setting 54-64; 70-80 ft
Open hole -- ft

CCI Connect Consulting, Inc.
Water Resource Consultants

City of Palm Coast
Well SW-114R Evaluation and Rehabilitation
Palm Coast, Flagler County, Florida

Well Completion Report (1981)

Figure 3

STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT, REPAIR, MODIFY, OR ABANDON A WELL

	Southwest
	Northwest
X	St. Johns River
	South Florida
	Suwannee River
	DEP
	Delegated Authority (If Applicable)

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

The water well contractor is responsible for completing this form and forwarding the permit application to the appropriate delegated authority where applicable.

Permit No:	190748-1
Florida Unique ID	
Permit Stipulations Required (See Attached)	
62-524 Quad No.	4511NE
Delineation No.	
CUP/WUP Application No.	1947

ABOVE THIS LINE FOR OFFICIAL USE ONLY

1. **City Of Palm Coast** | **160 Lake Avenue** | **Palm Coast** | **FL** | **32164** | **3869863700**
*Owner, Legal Name if Corporation | *Address | *City | *State | *Zip | *Telephone Number

2. **Ludlow Grade, Palm Coast, FL 32137**
*Well Location – Address, Road Name or Number, City

3. **08-11-30-0000-01010-0000**
*Parcel ID No. (PIN) or Alternate Key (Circle One) | Lot | Block | Unit

4. **8** | **11S** | **30E** | **Flagler** | Subdivision
*Section or Land Grant | *Township | *Range | *County
Check if 62-524: Yes **X** No

5. **George Freeman** | **2737** | **9047632198** | **geofreeman@comcast.net**
*Water Well Contractor | *License Number | *Telephone Number | E-mail Address

6. **606 S 6th St** | **Fern Bch** | **FL** | **32034-4008**
*Water Well Contractor's Address | City | State | ZIP

7. *Type of Work: **X** Construction ____ Repair ____ Modification ____ Abandonment ____
*Reason for Repair, Modification, or Abandonment

8. *Number of Proposed Wells **1**

9. *Specify Intended Use(s) of Well(s):

____ Domestic	____ Landscape Irrigation	____ Agricultural Irrigation	____ Site Investigation
____ Bottled Water Supply	____ Recreation Area Irrigation	____ Livestock	____ Monitoring
____ Public Water Supply (Limited Use/DOH)		____ Nursery Irrigation	____ Test
X Public Water Supply (Community orNon-Community/DEP)		____ Commercial/Industrial	____ Earth-Coupled Geothermal
____ Class I Injection		____ Golf Course Irrigation	____ HVAC Supply
			____ HVAC Return

Class V Injection: ____ Recharge ____ Commercial/Industrial Disposal ____ Aquifer Storage and Recovery ____ Drainage

Remediation: ____ Recovery ____ Air Sparge ____ Other (Describe) ____

Other (Describe) ____ (Note: Not all types of wells are permitted by a given permitting authority)

Date Stamp
Confirmation# **778546**
Date: **08/25/2022**
Official Use Only

10. *Distance from Septic System if ≤ 200 ft. **> 200ft** 11. Facility Description **Municipal,Other Than Parks,Recreational Areas,Colleges,Hospitals** 12. Estimated Start Date **09/06/2022**

13. *Estimated Well Depth **95** ft. *Estimated Casing Depth **55** ft. *Primary Casing Diameter **10** in. Open Hole: From ____ To ____ ft.

14. Estimated Screen Interval: From **60** To **90** ft.

15. *Primary Casing Material: ____ Black Steel ____ Galvanized ____ PVC **X** Stainless Steel
____ Not Cased ____ Other: ____

16. Secondary Casing: ____ Telescope Casing ____ Liner **X** Surface Casing Diameter **16** in.

17. Secondary Casing Material: **X** Black Steel ____ Galvanized ____ PVC ____ Stainless Steel ____ Other ____

18. *Method of Construction, Repair, or Abandonment: ____ Auger ____ Cable Tool ____ Jetted **X** Rotary ____ Sonic
____ Combination (Two or More Methods) ____ Hand Driven (Well Point, Sand Point) ____ Hydraulic Point (Direct Push)
____ Horizontal Drilling ____ Plugged by Approved Method ____ Other (Describe) ____

19. Proposed Grouting Interval for the Primary, Secondary, and Additional Casing:

From	**0**	To	**55**	Seal Material (____ Bentonite	**X** Neat Cement	____ Other	____)
From	**20**	To	**95**	Seal Material (____ Bentonite	____ Neat Cement	**X** Other	**filter pack**)
From	____	To	____	Seal Material (____ Bentonite	____ Neat Cement	____ Other	____)
From	____	To	____	Seal Material (____ Bentonite	____ Neat Cement	____ Other	____)

20. Indicate total number of existing wells on site ____ List number of existing unused wells on site ____

21. *Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP Application? **X** Yes ____ No If Yes, complete the following: CUP/WUP No. **1947** District Well ID No. **524160**

22. Latitude **293354.6897** Longitude **811727.6151**

23. Data Obtained From: ____ GPS **X** Map ____ Survey Datum: ____ NAD 27 **X** NAD 83 ____ WGS 84

I hereby certify that I will comply with the applicable rules of Title 40, Florida Administration Code, and that a water use permit or artificial recharge permit, if needed, has been or will be obtained prior to commencement of well construction. I further certify that information provided in this application is accurate and that I will obtain necessary approval from other federal, state, or local governments, if applicable. I agree to provide a well completion report to the District within 30 days after completion of the construction, repair, modification, or abandonment authorized by this permit, or the permit expiration, whichever occurs first.

George Freeman | **2737**
*Signature of Contractor | *License No.

I certify that I am the owner of the property, that the information provided is accurate, and that I am aware of my responsibilities under Chapter 373, Florida Statutes, to maintain or properly abandon this well; or, I certify that I am the agent for the owner, that the information provided is accurate, and that I have informed the owner of his responsibilities as stated above. Owner consents to allowing personnel of this WMD or Delegated Authority access to the well site during the construction, repair, modification, or abandonment authorized by this permit.

George Freeman | **08/25/2022**
*Signature of Owner or Agent | *Date

BELOW THIS LINE – FOR OFFICIAL USE ONLY

Approval Granted By Wendy A. Curtis Issue Date **08/30/2022** Expiration Date **08/30/2023** Hydrologist Approval ____ initials

Fee Received $ **250** Receipt No. **94992** Check No. **OnLine-125087-778546**

THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY AUTHORIZED OFFICER OR REPRESENTATIVE OF THE WMD OR DELEGATED AUTHORITY. THE PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, MODIFICATION, OR ABANDONMENT ACTIVITIES.

DEP Form: 62-532.900(1) Incorporated in 62-532.400(1), F.A.C. Effective Date: October 7, 2010 Page 1 of 2

CCI Connect Consulting, Inc.
Water Resource Consultants

City of Palm Coast
Well SW-114R Evaluation and Rehabilitation
Palm Coast, Flagler County, Florida

Well Completion Report (2022) Page 1 of 2

Figure 4

*Permit No. 190748-1

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

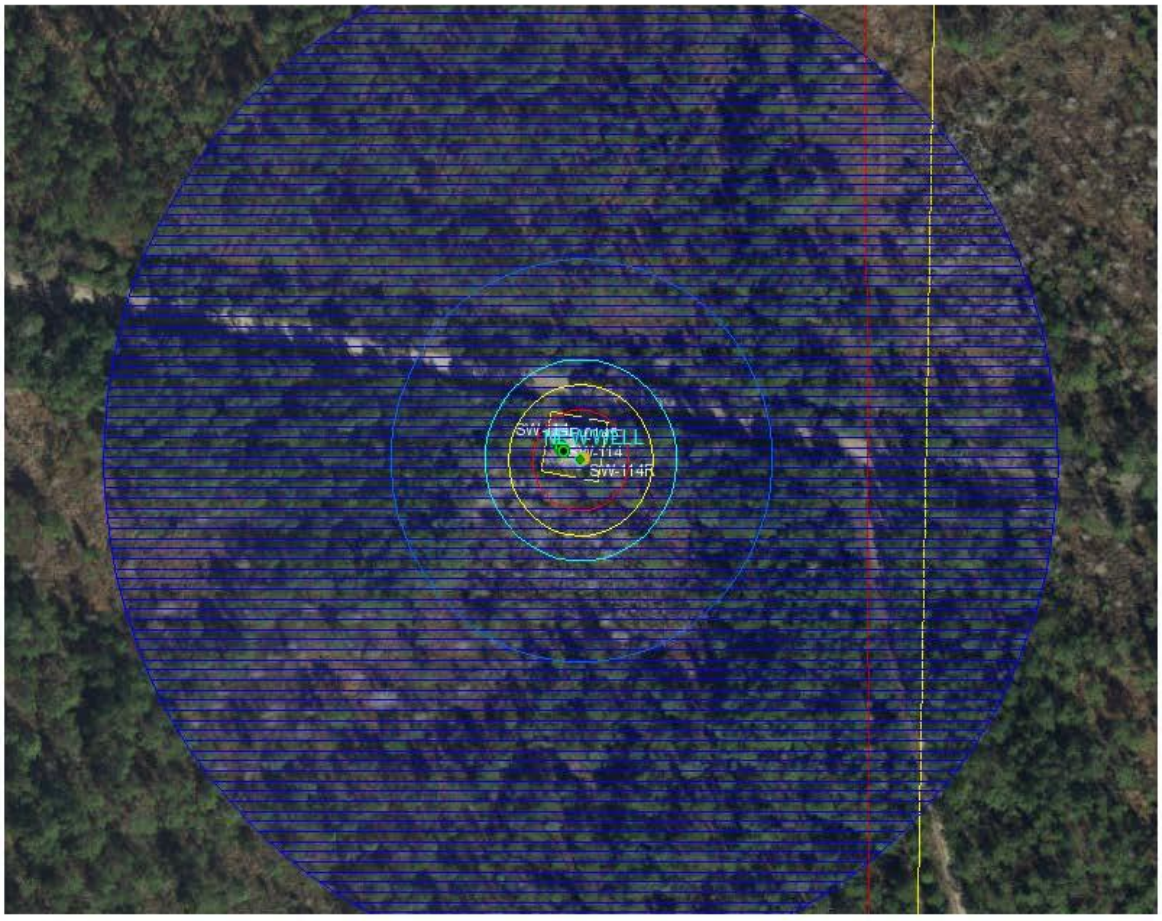
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PLAM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

Comments:

*General Site Map of Proposed Well Location

N.



Identify known roads and landmarks. Give distances from all reference points or structures, septic systems, sanitary hazards, and contamination sources, if applicable.

DEP Form 62-532.900(1) Incorporated in 62-532.400(1), F.A.C. Effective Date: October 7, 2010 Page 2 of 2

APPENDIX A
FEE DETAIL

CCI Connect Consulting, Inc.
Water Resource Consultants

North Florida Office
1210 Emmel Road
Lake Helen, Florida 32744
(386)-473-7766

	City of Palm Coast - SW-114R Evaluation and Rehabilitation Fee Detail				
	Hydrogeologic Services				
	Item Description	QTY	Unit	Unit Price	Total
1	Principal Hydrogeologist / Corporate Officer	12	HR	$ 200.00	$ 2,400.00
2	Project Manager / Sr. Hydrogeologist III	22	HR	$ 180.00	$ 3,960.00
3	Sr. Scientist/Hydrogeologist II	0	HR	$ 160.00	$ -
4	Sr. Scientist / Hydrogeologist I	34	HR	$ 140.00	$ 4,760.00
5	Geologist/Scientist/Hydrogeologist II	0	HR	$ 120.00	$ -
6	Geologist/Scientist/Hydrogeologist I	102	HR	$ 110.00	$ 11,220.00
7	Office / Administrative Support	3	HR	$ 80.00	$ 240.00
8	Expenses (Mileage, Equipment, Field Supplies, misc. disp.)	1	EA	$ 2,000.00	$ 2,000.00
9				**Hydrogeologic Services Subtotal**	**$ 24,580.00**
10	**Base Wellfield Services**				
11	Perform rehabilitation per scope of work	1	EA	$ 65,000.00	$ 65,000.00
12	Conduct video surveys	3	EA	$ 2,100.00	$ 6,300.00
13	AirBurst Well Rehabilitation	1	EA	$ 22,000.00	$ 22,000.00
14	Pump and Motor Repair/Replacement Allowance	1	EA	$ 16,800.00	$ 16,800.00
15					
16					
17					
18					
19					
20	**Optional/Alternative Wellfield Services**				
21					
22					
23					
24				Wellfield Services Subtotal	$ 110,100.00
25				Optional Alternative Services Subtotal	$ -
26				**Wellfield Services Subtotal**	**$ 110,100.00**
27				Subcontractor Markup (10%)	$ 11,010.00
28				Subcontracted Services Total	$ 121,110.00
29				**PROJECT TOTAL**	**$ 145,690.00**

Complete Services Well Drilling, INC.
9785 WELL WATER ROAD
JACKSONVILLE, FL 32220 US
9046938635
cecil@jaxwelldrilling.com
www.jaxwelldrilling.com

Estimate

ADDRESS

CCI - Connect Consulting, Inc.
1210 Emmel Road
Lake Helen, FL 32744

ESTIMATE # 2750
DATE 11/11/2026

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services Generic Price for Palm Coast Rehabs of the SW type wells. Provide labor and equipment to rehab the well using scope provided.	1	65,000.00	65,000.00
	Services Provide labor and equipment to video Pre and Post rehab.	3	2,100.00	6,300.00
	Services Provide labor and equipment to rehab the well using Airburst.	1	22,000.00	22,000.00
	Pump Parts Provide as needed 40-50’ of 4" Certa-Lok drop pipe, new pump and motor, new wire, new safety cable, and new SS elbow.	1	16,800.00	16,800.00

TOTAL **$110,100.00**

Accepted By

Accepted Date

CCI Connect Consulting, Inc.

North Florida Office
1210 Emmel Road
Lake Helen, FL 32744
Office: 386-473-7766
Mobile: 561-866-0540
E-mail: drobertson@cciwater.com

Water Resource Consultants

November 17, 2026

Donald Holcomb
Water Utility System Chief Operator
City of Palm Coast
4 Corporate Drive North
Palm Coast, FL 32137

RE: Proposal – Public Water Supply Well SW-37
Evaluation and Rehabilitation
CCI Project No. 101.79

Figures
1. Well Location Maps
2. Site and Wellhead Photographs
3. Well Completion Report (2006)

Tables
1. Well Construction Details
2. Well SW-37 Construction Details

Appendix
A. Cost Detail

Dear Mr. Holcomb:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to the City of Palm Coast (City) to evaluate and rehabilitate Public Water Supply (PWS) Well SW-37. Towards that end, CCI developed a scope of work to complete the project as requested by the City. Well SW-37 is located on parcel 04-11-30-0000-01010-00A3 at 8240 US Highway 1 North, Palm Coast, FL 32137 as shown in **Figure 1**. Site and wellhead photographs are shown in **Figure 2**.

Discussion

Well SW-37 was originally constructed in 2006 by Freeman Well Drillers. Well SW-37 was constructed as a 16x10-inch screened and gravel-packed Confined Surficial aquifer (CSA) well. As shown in the original well completion report (**Figure 3**), Well SW-37 was constructed by setting and cementing 16-inch diameter steel casing to ~60 feet, followed by installing a 10-inch diameter steel casing and stainless-steel well screen from 60-109 feet. After the initial construction was

completed, the well was test pumped at 300 gallons per minute (GPM) and had a specific capacity of 9 GPM/ft. of drawdown. The well construction details for Well SW-37 are displayed in **Table 1**.

Table 1 – Well Construction Details

Well Number	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Depth (ft.)	Total Depth (ft.)	Source
SW-37	35377	16	10	53	54-64/ 70-80	85	CSA

Notes: in. – inches ft. – feet CSA – Confined Surficial aquifer
GPM – Gallons per minute

As part of the annual wellfield operation and maintenance program, the City requested CCI to prepare proposals for well rehabilitation in a continuing effort to maintain and restore decreased production from CSA PWS wells. CCI reviewed the monthly raw water monitoring data files provided by the City to select an initial set of CSA PWS wells for rehabilitation in Fiscal Year 2027. Well SW-37 is one of two (2) wells selected initially for rehabilitation along with Well SW-114R that has been submitted under separate cover. Additional wells will be selected for rehabilitation during Fiscal Year 2027.

The following scope of work was developed with input from City personnel to implement the evaluation and rehabilitation for Well SW-37 to address the reduced specific capacity.

Scope of Work

A. Well Evaluation and Rehabilitation

Hydrogeologic Services:

1. Provide project management, administration, and coordination
2. Develop well evaluation and rehabilitation program design
3. Provide oversight during rehabilitation
4. Provide data collection during testing
5. Prepare summary report

Well Field Services:

1. Mobilize equipment to the site to perform the scope of work.
2. Coordinate with City staff to disconnect and lock out electrical service.
3. Isolate well from raw water transmission system.
4. Remove the pump and motor from the well. Store onsite pump, motor, and appurtenances onsite and protected. Note: No pump/motor repairs/refurbishments are expected due to the age of the pump/motor.

5. Measure filter pack level and monitor filter pack level throughout rehabilitation process. Replenish with 3/16”x #10 silica sand filter pack material as needed up to a maximum of 10 cubic feet of material.
6. Conduct a static and pumped borehole video survey to inspect the screen and filter pack and to verify well construction details.
7. Install a test pump capable of producing up to 200 GPM and conduct a pre-rehabilitation step-drawdown pumping test. Equip the development/test pump with an accurate flow meter, up to 200-feet of leak-free hose and/or piping, and a diffuser to minimize the potential for erosion during pumping. The test shall consist of the well being pumped for one hour at each of three escalating rates. Anticipated pumping rates for the test are 50, 100, and 150 GPM, or as directed by the Hydrogeologist. Accurately measure, by manual methods, static water level before pumping begins and pumped water level and flow readings throughout the test. Measure and record sand rate using a Rossum sand tester attached to the discharge of the test pump during each step of the pumping test. Discharge water from pumping tests and well development will be managed and discharged to prevent erosion.
8. Remove the test pump from the well.
9. Perform AirBurst® rehabilitation consisting of targeting the screened portion of the well with compressed air. Includes bailing and removing debris produced by the well during the AirBurst® rehabilitation process.
10. Re-run the step drawdown pumping test, as described above, to establish the new specific capacity.
11. Conduct a post- AirBurst® static and pumped video survey.
12. Remove the test pump from the well.
13. Inject up to four (4) 55-gallon drums of 20° Baume (32%) hydrochloric acid (HCL) into the well and filter pack in 10–20-gallon batches over a one (1) week period. Monitor HCL reaction until stable. Repeat process until all HCL is used.
14. Install a surge block attached to a drilling rig or pump hoist truck and surge the well for a minimum of four (4) hours.
15. Measure fill in well and reverse air lift well, if necessary, to remove excess material accumulated in the sump of the well.
16. Install a test pump capable of producing up to 200 GPM and continue re-developing the well by surging and over pumping at up to 200 GPM for up to 24 hours. Development will be deemed complete when the discharge can be maintained sand free (<5.0 mg/L as measured on a Rossum sand tester) and Turbidity <1.0 Nephelometric Turbidity Unit (NTU).
17. Re-run the step drawdown pumping test, as described above, to establish the new specific capacity.
18. Conduct a post-rehabilitation static and pumped borehole video survey.
19. Reinstall the submersible pump and motor and grout the baseplate.
20. Flow test the pump and disinfect the well with sodium or calcium hypochlorite.
21. Clean up and restore the site.
22. Demobilize all equipment and secure site.

Cost and Schedule

We will complete the scope of work described above on a lump sum/fixed fee basis for $145,690.00 as summarized in the fee detail included in **Appendix A**.

Time of Completion (from authorization): 90 days

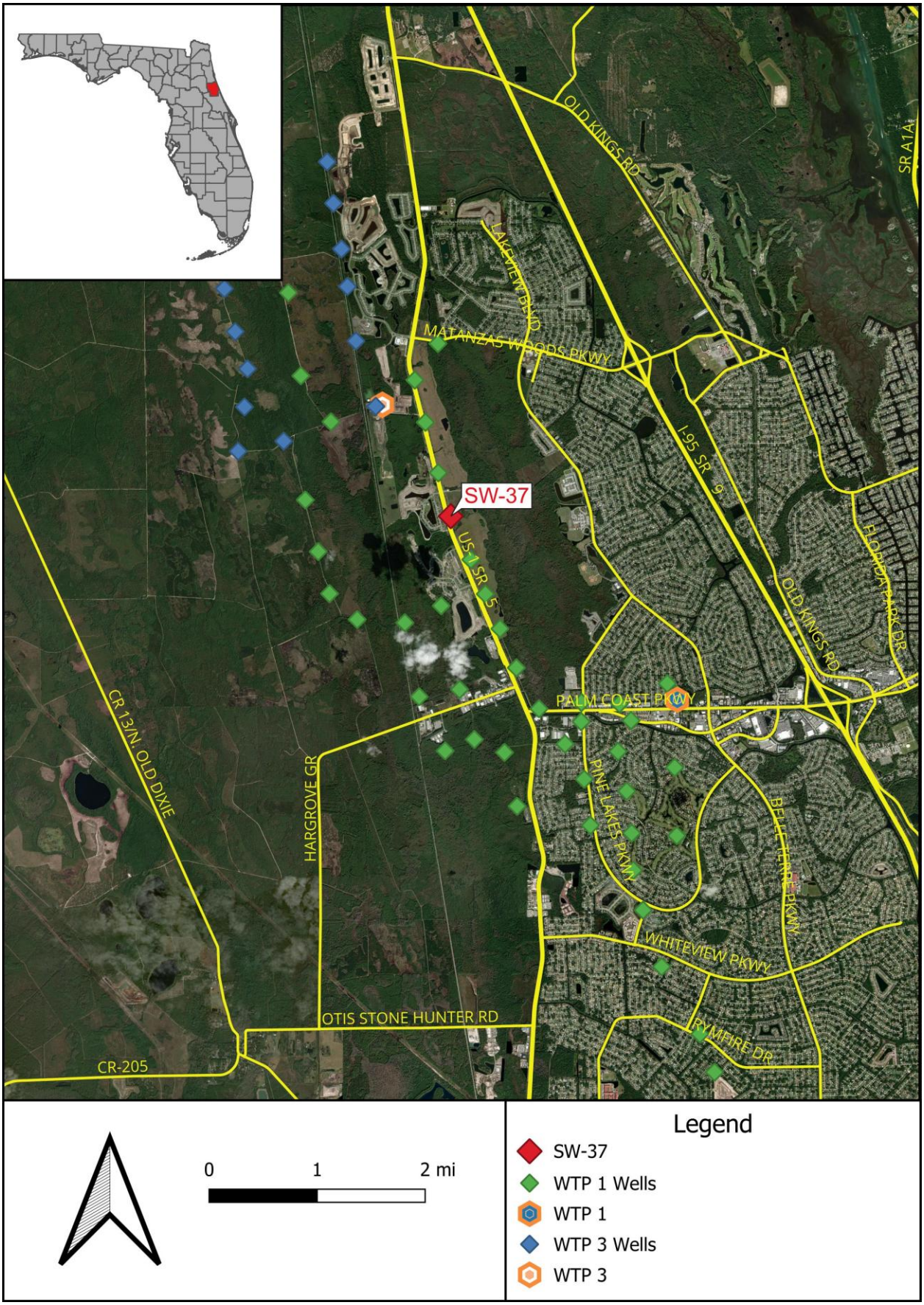
We appreciate the opportunity to assist the City with this project. Please review this proposal and contact me with any questions.

Sincerely:

Connect Consulting, Inc.
David S. Robertson
David S. Robertson, P.G
Principal Hydrogeologist

Cc: Raynetta Marshall
James Melley
Peter Roussell
Ryan Bellerive
Brian Roche
Thomas Freeman

FIGURES



CCI Connect Consulting, Inc.
Water Resource Consultants

City of Palm Coast
Well SW-37 Evaluation and Rehabilitation
Palm Coast, Flagler County, Florida

Well Location Map

Figure 1





CCI Connect Consulting, Inc.
Water Resource Consultants

City of Palm Coast
Well SW-37 Evaluation and Rehabilitation
Palm Coast, Flagler County, Florida

Site and Wellhead Photographs

Figure 2

SW-37

WELL COMPLETION REPORT (Please complete in black ink or type.)

PERMIT # 103265-1 CUP/WUP # 1947 DID #

If permit is for multiple wells indicate the number of wells drilled .

Indicate remaining wells to be cancelled .

WATER WELL CONTRACTOR'S (All wells drilled need an individual completion report)

SIGNATURE License # 237

I certify that the information provided in this report is accurate and true.

Grout	No. of Bags	From (Ft.)	To (Ft.)
Neat Cement:	62	0	60
Bentonite:	2	0	60

WELL LOCATION: Site Address US-1 (County) FLAGLER

SE 1/4 of NE 1/4 of Section 4 Twp: 10 S Rge: 30 E

Latitude 29°34'41.5"N Longitude 81°16'36.0"W

DATE STAMP

Official Use Only

CHEMICAL ANALYSIS WHEN REQUIRED

Iron: ppm Sulfate: ppm

Chloride: ppm

[ ] Lab Test [ ] Field Test Kit

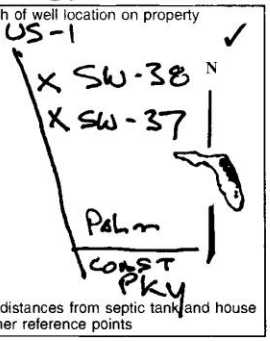
Pump Type

[ ] Centrifugal [ ] Jet [ ] Submersible [ ] Turbine

Horsepower Capacity G.P.M.

Pump Depth Ft. Intake Depth Ft.

Sketch of well location on property



Give distances from septic tank and house or other reference points

OWNER'S NAME Palm Coast

COMPLETION DATE 7/25/06 Florida Unique I.D.

WELL USE: DEP/Public X Irrigation Domestic Monitor

HRS Limited 62-524 Other

DRILL METHOD [X] Rotary [ ] Cable Tool [ ] Combination

[ ] Jet [ ] Auger Other

Measured Static Water Level 21 Measured Pumping Water Level 54

After 24 Hours at 300 G.P.M. Measuring Pt. (Describe): TOC

Which is 3 Ft. [X] Above [ ] Below Land Surface

Casing: [ ] Black Steel [ ] Galv. [ ] PVC Other STAINLESS ST

[ ] Open Hole
[X] Screen

Casing Diameter & Depth (Ft.)

Diameter 16" From 0 To 60

Diameter 10" From 0 To 114

Liner [ ] or Casing [ ] Diameter From To SCR- 60-109

Depth (Ft.) From	To	DRILL CUTTINGS LOG Examine cuttings every 20 ft. or at formation changes. Note cavities, depth to producing zones. Color | Grain Size | Type of Material
0	15	TAN, U. FINE SAND
15	48	BUFF, MED, SHELLY SAND
48	56	GRAY, CLAY
56	100	BUFF, MED-COR. SHELLY SAND
100	110	TAN-GRAY LMS
110	115	GREEN, CLAY

SJRWMD OCT 31 2006 CENTRAL RECEIVING

Driller's Name: (print or type) GEORGE FREEMAN

CCI Connect Consulting, Inc. Water Resource Consultants	City of Palm Coast Well SW-37 Evaluation and Rehabilitation Palm Coast, Flagler County, Florida	Well Completion Report (2006)
		Figure 3

APPENDIX A
FEE DETAIL

Connect Consulting, Inc.
Water Resource Consultants

North Florida Office
1210 Emmel Road
Lake Helen, Florida 32744
(386)-473-7766

	City of Palm Coast - SW-37 Evaluation and Rehabilitation Fee Detail				
	Hydrogeologic Services				
	Item Description	QTY	Unit	Unit Price	Total
1	Principal Hydrogeologist / Corporate Officer	12	HR	$ 200.00	$ 2,400.00
2	Project Manager / Sr. Hydrogeologist III	22	HR	$ 180.00	$ 3,960.00
3	Sr. Scientist/Hydrogeologist II	0	HR	$ 160.00	$ -
4	Sr. Scientist / Hydrogeologist I	34	HR	$ 140.00	$ 4,760.00
5	Geologist/Scientist/Hydrogeologist II	0	HR	$ 120.00	$ -
6	Geologist/Scientist/Hydrogeologist I	102	HR	$ 110.00	$ 11,220.00
7	Office / Administrative Support	3	HR	$ 80.00	$ 240.00
8	Expenses (Mileage, Equipment, Field Supplies, misc. disp.)	1	EA	$ 2,000.00	$ 2,000.00
9				**Hydrogeologic Services Subtotal**	**$ 24,580.00**
10	**Base Wellfield Services**				
11	Perform rehabilitation per scope of work	1	EA	$ 65,000.00	$ 65,000.00
12	Conduct video surveys	3	EA	$ 2,100.00	$ 6,300.00
13	AirBurst Well Rehabilitation	1	EA	$ 22,000.00	$ 22,000.00
14	Pump and Motor Repair/Replacement Allowance	1	EA	$ 16,800.00	$ 16,800.00
15					
16					
17					
18					
19					
20	**Optional/Alternative Wellfield Services**				
21					
22					
23					
24				Wellfield Services Subtotal	$ 110,100.00
25				Optional Alternative Services Subtotal	$ -
26				**Wellfield Services Subtotal**	**$ 110,100.00**
27				Subcontractor Markup (10%)	$ 11,010.00
28				Subcontracted Services Total	$ 121,110.00
29				**PROJECT TOTAL**	**$ 145,690.00**

Complete Services Well Drilling, INC.
9785 WELL WATER ROAD
JACKSONVILLE, FL 32220 US
9046938635
cecil@jaxwelldrilling.com
www.jaxwelldrilling.com

Estimate

ADDRESS

CCI - Connect Consulting, Inc.
1210 Emmel Road
Lake Helen, FL 32744

ESTIMATE # 2750
DATE 11/11/2026

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services Generic Price for Palm Coast Rehabs of the SW type wells. Provide labor and equipment to rehab the well using scope provided.	1	65,000.00	65,000.00
	Services Provide labor and equipment to video Pre and Post rehab.	3	2,100.00	6,300.00
	Services Provide labor and equipment to rehab the well using Airburst.	1	22,000.00	22,000.00
	Pump Parts Provide as needed 40-50’ of 4" Certa-Lok drop pipe, new pump and motor, new wire, new safety cable, and new SS elbow.	1	16,800.00	16,800.00

TOTAL **$110,100.00**

Accepted By

Accepted Date

City of Palm Coast, Florida
Agenda Item

Agenda Date: December 1, 2026 **Agenda Item:**

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: REVIEW AND APPROVAL OF THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2025, TO SEPTEMBER 30, 2026

Presenter: **Jacqueline Gonzalez, Site Development Coordinator, Jose Papa, AICP, Senior Planner**

Attachments:

1. Presentation
2. Resolution
3. Consolidated Annual Performance and Evaluation Report for Program Year of October 1, 2025, to September 30, 2026

Background:

In accordance with the regulations for the Community Development Block Grant (CDBG) program, participants are required to complete an annual performance report called the Consolidated Annual Performance and Evaluation Report (CAPER).

The CAPER describes the activities and accomplishments during the recently completed program year (October 1, 2025, to September 30, 2026), using CDBG funds. This document provides information on expenditures of the CDBG funds received by the City through HUD.

Additionally, this report provides an update on the City's progress in implementing the CDBG programs and activities identified in the Consolidated and Annual Action Plan. The projects/activities and the accomplishments described in the CAPER, consistent with the national objectives of the CDBG program benefits low- and moderate-income persons or households.

During the reporting period, the City used $402,641.52 of CDBG funds to accomplish the following:

· Complete rehabilitation of 5 single-family homes (4 homes closed in Oct., 6 slated for completion of Scope of Work this month, and 4 pending approval),	$185,341.00
· Assisted three households with purchase assistance	$30,631.87
· Provided recreational activities scholarships to (41 students)	$28,706.59
· Public Service Grant recipients assisted 29 persons/households through subrecipient	$59,545.60
· Program Administration of Housing Activities	$21,317.76
· General Program Monitoring, Planning, and Administration	$77,098.70

The CAPER will be made available for a 15-day public comment period from November 13, 2026, to November 30, 2026. The CAPER will then be presented to the City Council for final approval.

This is a legislative item.

Recommended Action:
THE CITIZENS ADVISORY TASK FORCE ON NOVEMBER 12 BY A 6 TO 0 VOTE RECOMMEND THE CITY COUNCIL APPROVE THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM PERIOD OF OCTOBER 1, 2025, TO SEPTEMBER 30, 2026.

Community Development Block Grant (CDBG)

Consolidated Annual Performance and Evaluation Report (Annual Report)

FFY 2025 (FY 2025/26)

Presentation Outline

History & Background

Required Planning Documents (Consolidated, Strategic, Action)

Annual Report

Goals & Proposed Activities

Next Steps

CDBG Program – History & Background

Federal Program that started in 1974, to provide funding for community development.

Program provides discretion to grantee on CDBG activities.

Activities **must meet one** of the National Objectives of the Program:

1) Benefit low- and moderate-income person(s) or area, or
2) Prevent or eliminate slum or blight, or
3) Address urgent community development needs (Emergency).

CDBG Program – History & Background

CDBG Example Project/Programs

- Housing Related Activities (Homeownership and Rehabilitation)
- Public Services (Limited to 15% of Grant allocation)
- Economic Development
- Infrastructure Improvement (In qualified area or LMI census tracts)
- General Planning/Administration/Monitoring for Program (limited to 20% of allocation)

CDBG Program – History & Background

CDBG funded activities in City (since program start in 2012):

- Infrastructure Project in LMI Area
- Financial Assistance to LMI Households for home-repair
- Financial Assistance to a First-Time Homebuyer
- Stipend to assist students from low-moderate income households to attend summer camp
- Mini-grant program for non-profits

CDBG Program – Required Planning Documents

To receive funding, the following needs to be completed:

Consolidated Plan –

Document intended to provide a unified vision for community development actions to meet CDBG goals of decent housing, suitable living environment, & expanded economic opportunities

Strategic Plan –

Plan covering 3 or 5 year period that describes how jurisdiction intends to provide services that address CDBG goals

PALM COAST

CDBG Program – Required Planning Documents

Annual Action Plan

1 year plan describes actions to occur over the coming year.

Other documents:

Assessment of Fair Housing (AFH) – every 5 years

Consolidated Annual Performance and Evaluation Report (CAPER) – end of year report

Annual Report – FY 25/26

- Per Federal regulations for the period of October 1, 2025 to September 30, 2026.

- The purpose of the Annual Report is to describe the activities undertaken during this time period using CDBG funds.

- Report provides an update on the City's progress in implementing the CDBG programs and activities identified in the Consolidated and Annual Action Plan.

Annual Report – FY 25/26

- Activities for CDBG funds:

  - Housing Rehabilitation (including administration)
  - First time homebuyer assistance (including administration)
  - Public Service (Youth Activities)
  - Public Service Grants
  - Planning and Administration (includes staff time, ads for public meetings, public outreach, fair housing activities)

Annual Report – FY 25/26

Housing Rehabilitation Program

- 5 single family units
  - Expenditure - $185,341.00

- Next round is underway
  - 4 homes are scheduled for closing later this month
  - 6 homes are slated for Scope of Work (SOW) - first week of November
  - 4 applications pending approval, and
  - 5 applications are in the intake review process

Annual Report – FY 25/26

First-time Homebuyer Program

- Three (3) households
- Expenditure - $30,631.87

Annual Report – FY 25/26

Public Service – Youth Activities (Summer Camp & other recreational activities)

- 2026 Summer Camp – (41 students - $28,706.59)

Annual Report – FY 25/26

Public Service –Grant Program for Non-Profit

Entitlement Program

- 29 individuals or households
- Total - $59,545.60

Annual Report – FY 25/26

Public Service Activities

- Family Life Center
  - Assistance for Domestic violence victims (Emergency & Relocation Services)

- Flagler Cares
  - Emergency Rent & Utility

Annual Report – FY 25/26

Administration and Monitoring of Housing Programs

- $21,317.76

Annual Report – FY 25/26

General Planning, Administration and Monitoring of CDBG Program (includes income qualification activities, staff time, ads for public meetings, public outreach)

- $77,098.70

Annual Report – FY 25/26 - Summary

Housing Program (Rehabilitation Program)	$185,341
Housing Program (1st Time Homebuyer Program)	$30,631
Public Service (Summer Camp)	$28,706
Public Service (Non-profit Grants)	$59,545
Admin & Monitoring Housing Programs	$21,317
General Planning/Admin/Monitoring of CDBG Program)	$77,098
TOTAL	**$402,638**

PALM COAST

Annual Report – FY 25/26

THE CITIZENS ADVISORY TASK FORCE ON NOVEMBER 12TH BY A 6 TO 0 VOTE RECOMMEND THE CITY COUNCIL APPROVE THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM PERIOD OF OCTOBER 1, 2025, TO SEPTEMBER 30, 2026.

PALM COAST

Annual Report - Next Steps

- Submittal to HUD (before Dec. 29)

Questions

RESOLUTION 2026-___
CDBG CAPER FFY 2025 (FY 2025/26)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FFY 2025 (FY 2025/26) CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER); AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (the "City") participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement jurisdiction; and

WHEREAS, the City has prepared all the necessary documents, notices and forms to participate in the CDBG program; and

WHEREAS, the City Council has adopted a Citizen Participation Plan establishing the policies and procedures to be followed to encourage participation by residents and affected parties in the development of the City's CDBG programs; and

WHEREAS, the City implemented the policies and procedures of the Citizen Participation Plan to ensure appropriate and adequate citizen participation; and

WHEREAS, the City has completed a five-year consolidated plan (Consolidated Action Plan), which is a required comprehensive planning document in order to receive funding under the CDBG program; and

WHEREAS, the City prepared a one-year action plan (Annual Action Plan) to outline the proposed use of the available CDBG funds for the fiscal year; and

WHEREAS, the City has prepared a Consolidated Annual Performance and Evaluation Report (CAPER) for the period beginning October 1, 2024, and ending September 30, 2025, to report on the accomplishments and on-going progress of activities funded through the CDBG program; and

WHEREAS, the Citizens Advisory Task Force (CATF) held a public hearing on November 12, 2025, to hear public testimony of all interested parties regarding the FFY 2025 CAPER; and

WHEREAS, the CATF has recommended that the City Council approve the FFY 2025 CAPER; and

WHEREAS, the FFY 2025 CAPER was available for 15-day public comment period from November 13, 2026, to November 30, 2026, extra days were provided to account for the Thanksgiving Day holidays.

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

SECTION 1. APPROVAL OF THE ANNUAL ACTION PLAN. The City Council of the City of Palm Coast hereby approves the FFY 2025 CAPER, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 1st day of December 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” – FFY 2025 CAPER

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In FFY 2025 (FY October 1, 2025 to September 30, 2026), the City sought reimbursement for the following accomplishments:

- Assisted 5 low- and moderate income households with home repairs, at this time, the City has started the next round of Housing Rehabilitation assistance program, 4 homes are scheduled for closing on October 23, 2026, 6 homes are slated for Scope of Work (SOW) preparation during the first week of November (these projects anticipated to go out to bid a few weeks afterward), 4 applications are pending approval, and 5 applications are in the intake review process,

- Provided down-payment assistance towards the purchase of a home to 3 households,

- Through public service grant recipients (Family Life Center and Flagler Cares), provided assistance to an 29 individuals/households for emergency rent and utilities, behavioral health assistance, emergency services for victims of domestic violence or sexual assaults,

- Provided scholarships to 41 low- and moderate- income students to participate in the City's summer camp, and

- Maintain compliance with CDBG rules and guidelines for general administration, and activity monitoring

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Maintain Compliance with CDBG Rules and Regulation	Monitoring compliance	CDBG: $	Other	Other	5	4	80.00%	1	1	100.00%
Provide Housing Assistance	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	40	31	77.50%	4	5	125.00%
Provide Housing Assistance	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	10	10	100.00%	2	3	150.00%
Provide Public Service Assistance	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	625	879	140.64%	125	78	62.40%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

This summary discusses the implementation of activities covered by the City's adopted 5-year Consolidated Action Plan (CAP) (FFY 2022-2026). The CAP identified housing assistance, and public service as main activities. The expenditures in the completed fiscal year reflect that the City is meeting its strategic goals. During the recently completed fiscal year (FY 25/26), 5 low-moderate income households were provided financial assistance for home repair, 3 qualified households received financial assistance through the first-time homebuyers program, 41 students from low-moderate income families received financial assistance through the City's Summer Camp and Recreational Activities program, 29

individuals/households received assistance from the public service grant recipients(Flagler Cares, and Family Life Center).

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	46
Black or African American	18
Asian	14
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**78**
Hispanic	13
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	462,211	402,642

Table 3 - Resources Made Available

Narrative

Based on IDIS Report PR-26 (See Attachment 1), the City expended $402,641.52 in CDBG funds in Program Year 2025. The funds were used in the following manner:

- $185,341.00 for the rehabilitation of 5 homes,
- $30,631.87 for down-payment assistance to 3 households through the First-time Homebuyers Program,
- $59,545.60 for public services provided through the public service grant programs,
- $28,706.59 for summer camp and recreational activities,
- $21,317.76 for administration and monitoring of housing activities (rehabilitation and first-time homebuyer program), and
- $77,098.70 for general administration and monitoring of the overall CDBG program.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

There are no target areas for CDBG activities in the City of Palm Coast. Housing units receiving CDBG funding are on individual scattered sites, while individuals receiving assistance through CDBG funds are qualified based on income.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City did not implement any CDBG activities which had a matching requirement. The financial assistance provided for the housing rehabilitation activity, as well as the first-time homebuyers program were secured through the imposition of a mortgage on the recipient property. Additionally, no publicly owned land or property were used to address the needs identified in the plan since the City did not propose to implement any activities requiring land.

The City awarded CDBG funds to two non-profit organizations for their public service activities. The award of these funds did not require matching funds. One non-profit supplemented their allocation with funding from the Florida Council Against Sexual Violence, as well as the Bank of America Foundation. Another non-profit used private endowment to supplement the CDBG funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	6	8
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**6**	**8**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	4	5
Number of households supported through Acquisition of Existing Units	2	3
Total	**6**	**8**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The program met its expected goals in the program year.

Discuss how these outcomes will impact future annual action plans.

There are no expected impacts on future annual action plans. The program expects to meet its 5-year goal of rehabilitation for 40 dwelling units.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	5	0
Moderate-income	2	0
Total	**8**	**0**

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City has limited capacity to provide assistance to homeless persons and assessing their individual needs. The City recognizes that the Volusia/Flagler County Coalition for the Homeless (VFCCH) serves as a coordinating agency in the Volusia/Flagler area for providing homeless services.

The following response is provided in the Volusia/Flagler County Coalition for the Homeless (VFCCH) Strategic Plan.

The VFCCH has implemented the full Coordinated Entry process though HUD CoC grant funding. The Coordinated Entry System has already seen several changes in design and implementation in its short tenure as a full operating system. Moving forward, it has become evident that the Coordinated Entry process most certainly will undergo further growth, experience changes, and mature into a fully functioning intake and referral system. The Systems Navigator role includes the facilitation and expansion of the Coordinated Entry System for Commission on Homeless and Housing COHH (FL-504 CoC). The Systems Navigator is responsible for developing protocols and targeted, evidence-based interventions, appropriate for the identified priority population. In addition, the Systems Navigator oversees the general operations of the Coordinated Entry system (including the development of additional resources) as well as train agency staff on the HMIS intake process, referral mechanism and the SPDAT prioritization tool. The System Navigator is also responsible for maintenance of a census of available units as facilitated by CoC funded, ESG funded and other participating agencies, maintain the prioritization list and may directly assist clients into availabilities as determined by priority.

The Coordinated Entry system covers the entire geographic area for the COHH (FL- 504 CoC) in which resources are spread out over a two-county area. Part of the overall Coordinated Entry effort entails partnering with existing programs and developing strategic collaborations within the two counties and throughout the multiple municipalities/communities that exist. Coordinated Entry is being enhanced by leveraging existing resources and aligning mainstream resources and existing systems.

To ensure that the entire service region of the COHH is covered by the system, the COHH will designate specific agencies to establish coordinated access points of entry in geographically relevant areas of the continuum (most of which have already been established; coordinated access points will be located in areas which have a high need for homeless services as indicated by the PIT Count). As befits a physically large and spread-out community, the COHH (FL 504 CoC) intends to establish several satellite Coordinated Entry points throughout the two-county region to meet the needs of Veterans, single adults, families and unaccompanied youth. This process will most likely be augmented by the

development of an outreach component (as funding becomes available) which will eventually be responsible for the identification, initial assessment and entry into the Coordinated Entry System for referral to appropriate housing interventions and services. In Flagler County, Flagler Cares is a Coordinated Entry point along with Flagler County Health and Human Services Dept.

Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City recognizes its limitation in being able to provide meaningful assistance to the homeless population and addressing the emergency shelter and transitional housing needs of homeless persons. The City has consulted with the Executive Director for the Volusia/Flagler County Coalition for the Homeless (VFCCH) in order to provide a response to the questions posed in this section of the Consolidated Action Plan. The City reviewed the VFCCH's strategic plan and as appropriate will consider assistance to organizations that address the needs of the homeless. This assistance will likely come in the form of making CDBG funds available through the public service mini-grant program.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

See response above.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

See response above.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are no Public Housing Authority units operating within the City of Palm Coast. However, the City coordinates with the Flagler Housing Authority during the completion of the Annual Action Plan.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are no Public Housing Authority units operating within the City of Palm Coast.

Actions taken to provide assistance to troubled PHAs

There are no Public Housing Authority units operating within the City of Palm Coast.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City recently completed an update of its Comprehensive Plan. Through the community dialogue that occurred for the Comprehensive Plan, the policies to encourage and protect affordable housing were reinforced through the following updates:

- Defining what affordable housing is,

- Commitment to provide technical assistance to developers of affordable housing units,

- to complete a study will be completed to identify strategies to improve and diversify housing options.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

See response to "Actions taken to reduce the number of poverty-level families" below.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The CDBG housing activity incorporates the proper procedures for addressing potential lead-based paint hazards as part of the housing program.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Public Service activities though not specifically targeting poverty-level families will have the impact of assisting families who may have difficulty affording child care, especially during the summer months when schools are not in session (through the City's summer camp program).

Additionally, the CDBG program has established the process to distribute CDBG funds to non-profit agencies through a grant program. Though not necessarily a poverty-level program, this activity provides an opportunity for non-profit agencies to expand their services to low-moderate income individuals and households and address emergency needs such as emergency rent/utility assistance, emergency services for victims of domestic violence, or assistance with behavioral health.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City relies on in-house staff and grant administration consultants to implement CDBG activities. The City will continue to develop in-house staff to carry out CDBG activities while relying on consultant staff

to assist with details on administration and program requirements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City will continue to consult with housing providers and social service agencies in the development of the Consolidated Action Plan and Annual Action Plan.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

An analysis of impediments to fair housing was completed in March of 2022 through the adoption of the Assessment of Fair Housing. The outcomes to be achieved in fair housing planning includes overcoming historic patterns of segregation, promoting choice, and promoting communities free from discrimination. The plan identified the following as items which may be addressed to improve fair housing:

1. Establishment of public education opportunities regarding fair housing,
2. First-time homebuyer education,
3. Expand Code Enforcement Efforts,
4. Explore possibility of establishing a public transportation system.

To address, the items identified in the analysis, the City took the following actions,

1. Adopted a land development code amendment to establish criteria for “Live Local” projects.
2. As part of the City’s CDBG First-time homebuyer program, there is a requirement for any potential beneficiary to complete a first-time homebuyer education program.

In April 2026, the City completed a Housing Needs Assessment. The study was designed to identify the affordability challenges a potential homeowner or renter in the City of Palm Coast faces.

A summary of the findings from the housing assessment include the following:

- approximately 47% of Palm Coast households earn at or below 100% of Area Median Income, meaning nearly half of the City's households may have limited ability to absorb rising housing costs,
- The median home sales price reached $351,700 in 2023, a level that is generally beyond what many households earning below 80% of AMI can reasonably afford without becoming cost burdened. Even for moderate-income households, monthly ownership costs that include mortgage payments, insurance, and taxes may exceed affordable levels.

- Rental housing also presents significant challenges. With a median gross rent of approximately $1,532 per month, many renter households face limited affordable options, particularly at the lower end of the income spectrum. More than half of renter households are cost-burdened, and approximately one-third are severely cost-burdened, spending more than 50% of their income on housing.
- At the same time, units priced affordably for households earning below 50% of AMI represent only 6% of the rental market, indicating a limited supply of housing available to those with the greatest need.
- Palm Coast currently contains six assisted housing developments totaling 601 income-restricted units. While these units provide an important resource, the existing supply is insufficient to meet current demand or support future needs as the City continues to grow.

Finally, the City took steps to enhance its Purchase Assistance program to provide more flexibility in the ways the program may assist a homebuyer. These amendments include the following:

- Tiered Assistance: Established maximum assistance amounts based on household income:

- 30% AMI: Up to $35,000
- 50% AMI: Up to $25,000
- 80% AMI: Up to $10,000

- Eligible Uses of Funds: Clarified that assistance may be used for:

- Down payment assistance
- Closing costs
- Mortgage interest-rate point buydown
- Mortgage subsidy

- Homebuyer Education: Incorporated HUD-certified homebuyer education and credit/credit-scoring workshops to help applicants prepare for successful homeownership.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

As part of the City's continued compliance with CDBG rules, the City retains the services of a Grant Monitoring Consultant (the selected consultant has intimate knowledge of CDBG rules for various types of activities such as housing rehabilitation, public service grants, or general administration and monitoring) to ensure that the City's CDBG activities are carried out consistent with the grant rules. When compliance questions are raised, City staff will rely on both the consultant, as well as HUD staff in the regional office in Jacksonville for clarification.

As part of the overall compliance activities, the City's Housing Rehabilitation Specialist working under the guidance of the Grant Monitoring consultant provides out-reach to minority business for potential services. This outreach includes using a database maintained by the State of Florida Dept. of Management Services.

Regarding the comprehensive planning requirements for the CDBG program, the City follows the procedures outlined in its Citizen Participation Plan to ensure that public input on the Consolidated Action Plan, Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER) are considered. Newspaper Ads for the public workshops/hearings are published as well as posting of the workshop notice on the City's website.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

As required by the Citizen Participation Plan a public hearing for the CAPER was advertised in the local newspaper at least 10 days prior to the public hearing of November 12, 2026. Additionally, the CAPER was posted for public comment on the City's website for 15 days from November 13, 2026 to November 30, 2026. The public comment period was extended beyond the 15 days to accommodate the Thanksgiving holiday.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City completed the 5-year Consolidated Action Plan (2022-2026) in 2022, the CAP did not propose any significant change to the program objectives based on the result of previous activities or based on new data provided in the CAP. Staff seeks to identify new strategies to provide assistance to a greater number of recipients even with the limited funds allocated through the CDBG program. As an example, a recent change in the first-time homebuyers program would allow the buy down of the mortgage rate for a prospective buyer. Such a buy down of the mortgage rate would allow a longer impact on savings and affordability of a mortgage to a homebuyer. Additional changes to the purchase assistance program are summarized in the previous section (Section CR-35).

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City completed the 5-year Consolidated Action Plan (2022-2026) in 2022, the CAP did not propose any significant change to the program objectives based on the result of previous activities or based on new data provided in the CAP. Staff seeks to identify new strategies to provide assistance to a greater number of recipients even with the limited funds allocated through the CDBG program. As an example, a recent change in the first-time homebuyers program would allow the buy down of the mortgage rate for a prospective buyer. Such a buy down of the mortgage rate would allow a longer impact on savings and affordability of a mortgage to a homebuyer. Additional changes to the purchase assistance program are summarized in the previous section (Section CR-35).

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

There are no activities to report under Section 3 requirement. CDBG funds were not used on any Section 3 project.

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	535,460.00
02 ENTITLEMENT GRANT	462,211.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	997,671.00
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	325,542.82
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	325,542.82
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	77,098.70
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	402,641.52
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	595,029.48
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	325,542.82
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	325,542.82
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2023 PY: 2024 PY: 2025
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	98,884.06
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	69,331.65
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	105,003.06
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	63,212.65
32 ENTITLEMENT GRANT	462,211.00
33 PRIOR YEAR PROGRAM INCOME	127,863.19
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	590,074.19
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	10.71%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	77,098.70
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	35,000.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	75,180.29
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	36,918.41
42 ENTITLEMENT GRANT	462,211.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	462,211.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	7.99%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2024	5	134	7089630	Summer Camp Activities	05D	LMC	$28,706.59
					05D	Matrix Code	$28,706.59
2024	3	130	7089630	Family Life Center-Supportive Housing	05G	LMC	$24,939.36
2024	3	130	7154808	Family Life Center-Supportive Housing	05G	LMC	$20,060.64
2024	3	143	7176746	Flagler Cares CDBG Subrecipient for emergency	05G	LMC	$1.00
					05G	Matrix Code	$45,001.00
2023	3	128	7089630	Emergency Rent & Utilities-Flagler Cares	05Q	LMC	$10,655.59
2023	3	128	7154808	Emergency Rent & Utilities-Flagler Cares	05Q	LMC	$3,889.01
					05Q	Matrix Code	$14,544.60
2024	2	141	7175744	First Time Homebuyers	05R	LMH	$10,000.00
2024	2	141	7200912	First Time Homebuyers	05R	LMH	$631.87
					05R	Matrix Code	$10,631.87
2024	2	132	7089630	First Time Homebuyer Downpayment Assistance	13B	LMH	$10,000.00
2024	2	133	7089630	First Time Homebuyer Downpayment Assistance	13B	LMH	$10,000.00
					13B	Matrix Code	$20,000.00
2021	1	95	7154808	Housing Rehabilitation (Single-family)	14A	LMH	$25,736.00
2024	1	138	7175744	Housing Rehabilitation -27 Leaver Drive	14A	LMH	$30,780.00
2024	1	139	7175744	Housing Rehabilitation 48 Undershire Path	14A	LMH	$22,650.00
2024	1	139	7200912	Housing Rehabilitation 48 Undershire Path	14A	LMH	$14,775.00
2024	1	140	7175744	Housing Rehabilitation 3 Richard Place	14A	LMH	$24,300.00
2024	1	140	7200912	Housing Rehabilitation 3 Richard Place	14A	LMH	$16,000.00
2024	1	145	7200912	Housing Rehabilitation 155 Brittany In	14A	LMH	$51,100.00
					14A	Matrix Code	$185,341.00
2024	1	136	7089630	Housing Rehabilitation Administration	14H	LMH	$500.00
2024	1	136	7154808	Housing Rehabilitation Administration	14H	LMH	$7,285.42
2024	1	136	7175744	Housing Rehabilitation Administration	14H	LMH	$6,950.00
2024	1	142	7176746	Housing Rehabilitation Administration	14H	LMH	$3,469.93
2024	1	142	7200912	Housing Rehabilitation Administration	14H	LMH	$2,164.61
2024	2	135	7089630	First Time Homebuyer Program - Administration	14H	LMH	$947.80
					14H	Matrix Code	$21,317.76
Total							$325,542.82

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	**Activity to prevent, prepare for, and respond to Coronavirus**	Activity Name	**Grant Number**	**Fund Type**	Matrix Code	National Objective	**Drawn Amount**
2024	5	134	7089630	No	Summer Camp Activities	B24MC120060	EN	05D	LMC	$28,706.59
								05D	Matrix Code	$28,706.59
2024	3	130	7089630	No	Family Life Center-Supportive Housing	B23MC120060	EN	05G	LMC	$13,287.00
2024	3	130	7089630	No	Family Life Center-Supportive Housing	B24MC120060	EN	05G	LMC	$11,652.36
2024	3	130	7154808	No	Family Life Center-Supportive Housing	B24MC120060	EN	05G	LMC	$20,060.64
2024	3	143	7176746	No	Flagler Cares CDBG Subrecipient for emergency	B24MC120060	PI	05G	LMC	$1.00
								05G	Matrix Code	$45,001.00
2023	3	128	7089630	No	Emergency Rent & Utilities-Flagler Cares	B23MC120060	EN	05Q	LMC	$10,655.59
2023	3	128	7154808	No	Emergency Rent & Utilities-Flagler Cares	B23MC120060	EN	05Q	LMC	$3,889.01
								05Q	Matrix Code	$14,544.60

Plan Year	IDIS Project	IDIS Activity	Voucher Number	**Activity to prevent, prepare for, and respond to Coronavirus**	Activity Name	**Grant Number**	**Fund Type**	Matrix Code	National Objective	**Drawn Amount**
2024	2	141	7175744	No	First Time Homebuyers	B24MC120060	EN	05R	LMH	$10,000.00
2024	2	141	7200912	No	First Time Homebuyers	B24MC120060	EN	05R	LMH	$631.87
								05R	Matrix Code	$10,631.87
				No	Activity to prevent, prepare for, and respond to Coronavirus					$98,884.06
Total										$98,884.06

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	**Drawn Amount**
2023	4	131	7089630	General Program Administration, Planning, & Monitoring	21A		$9,347.44
2023	4	131	7154808	General Program Administration, Planning, & Monitoring	21A		$5,180.29
2024	4	137	7154808	General Program Administration, Planning, & Monitoring	21A		$16,332.90
2024	4	137	7175744	General Program Administration, Planning, & Monitoring	21A		$8,949.29
2024	4	137	7200912	General Program Administration, Planning, & Monitoring	21A		$37,288.78
					21A	Matrix Code	$77,098.70
Total							$77,098.70

City of Palm Coast, Florida
Agenda Item

Agenda Date: December 1, 2026 **Agenda Item:** G.2

Department STORMWATER AND ENGINEERING **Division** STORMWATER AND ENGINEERING	**Amount** $1,842,058.25 **Org/Account #** SW55232-30 - 54205509-063000

Subject: RESOLUTION 2026-XX APPROVING CONSTRUCTION CONTRACTS FOR MULTI-SITE STORMWATER PIPE LINING REHABILITATION

Presenter: Carmelo Morales, Stormwater Engineer

Attachments:

1. Resolution
2. Draft Contracts
3. Notice of Intent to Award
4. Project Overview

Background:

City Staff have identified the need for pipe lining rehabilitation services for the repair of aging, damaged, and deteriorated stormwater infrastructure. This project focuses on various locations throughout the City of Palm Coast.

Staff advertised Bid (ITB-SWE-26-66) for the Multi-Site Stormwater Pipe Rehabilitation & Replacement. Staff recommends awarding contracts to the lowest bidder at each location, Nu-Pipe and Inliner Solutions, LLC., for a total award amount of $1,692,058.25. The Notice of Intent to Award and Project Overview are attached.

This item is to approve funding in the amount of $1,692,058.25 for pipe rehabilitation services at multiple locations citywide, along with a project contingency in the amount of $150,000 for unforeseen project circumstances for a total project approval of $1,842,058.25.

Funds for this project are budgeted out of the Stormwater Engineering Fund for FY 2027.

Source of Funds Worksheet
Original Budget: $1,850,000.00
Total Expended/Encumbered to Date: $0.00
Pending Work Orders.Contracts: $0.00
Current (WO/Contract): $1,842,058.25
Balance: $7,941.75

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING CONSTRUCTION CONTRACTS FOR MULTI-SITE STORMWATER PIPE LINING REHABILITATION

RESOLUTION 2026-___
PIPE LINING REHABILITATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING CONSTRUCTION CONSTRACTS WITH NU-PIPE AND INLINER SOULUTIONS, LLC FOR MULTI-SITE STORMWATER PIPE LINING REHABILITATION: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Nu-Pipe and Inliner Solutions, Inc., desires to provide pipe lining rehabilitation services for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve contracts for the above-mentioned services for the City of Palm Coast; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, City Council desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed $100,000 associated with the expenses related to the abovementioned services.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of contracts with Nu-Pipe and Inliner Solutions, Inc., along with a project contingency, for pipe lining and rehabilitation services at multiple citywide locations as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 1st day of December 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Draft Contracts

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of_____, 20____, by and between INLINER SOLUTIONS, LLC duly authorized to conduct business in the State of Florida, whose address is 2531 Jewett Lane, Sanford, Florida 32771 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Trenchless pipe rehabilitation services to rehabilitate aging, damaged, and deteriorated stormwater infrastructure for: 26 Boulder Rock, 43 & 67 Cimmaron Drive, 100 Webster Lane, 66 Peppercorn Dr & 166 Pepperdine Dr, 3 Beech Place, 89 Putter Drive, 10 Ulysses Trail, 27 Parkway Drive, 29 Farragut Drive, 12 Fortress Place, 2 Cole Way, 18 Clarendon Court N & 1 Charles Court, and Belle Terre Blvd.

The Project for which the Work under the Contract Documents is a part is identified as:

ITB-SWE-26-66 Stormwater Pipe Lining Rehabilitation (Various Locations)

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean City of Palm Coast.

(b) Construction Engineering "CE" (post design services) is the CITY's Engineer or the CITY's contracted consultant for construction engineering services. According to the Contract Documents, "CE" shall mean City of Palm Coast.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Contract.

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-SWE-26-66 14.13 of the General Conditions ("General Conditions"), within thirty (30) calendar days beginning on the date of commencement as provided in subsection 2.2 of the General Conditions. The

Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The CITY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **THREE HUNDRED NINETY-TWO THOUSAND, FOUR HUNDRED TWENTY-TWO DOLLARS ($392,422.00)** subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification, direct purchase of materials and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated

(temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the Work of the CITY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. In the event an ENGINEER is not being utilized, Applications for Payment shall be forwarded to the CITY's Finance Accounts Payable Department.

(b) Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in subsection 14.9.1

(d) Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Section 6. Retainage and Withholding Payment for Breach

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) CITY may withhold payment equal to the product of the number of Days after Substantial Completion and the amount of liquidated damages set forth in Section 9 of this Contract for CONTRACTOR's material breach of contract where CONTRACTOR is behind schedule for Substantial Completion, and it is anticipated by CITY that the Work will not be completed within the Contract Time for Substantial Completion. The City may, at the CITY'S discretion, withhold the liquidated damage amount from subsequent Progress Payments. Any withheld payments held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by subsection 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, weather, Purchasing and Contracts Procedures, and with all local conditions and federal, state, and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, re-locations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Contract acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the CITY from any implied warranties including but not limited to, those arising under the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the CITY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the CITY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the CITY may require them to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by CITY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties, Right-of-Way Permit Bond and/or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Nick Reed and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the CITY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or CITY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

The CONTRACTOR acknowledges that the performance of this Contract may require one or more hauling, transportation, overweight, or oversize permits and/or compliance with CITY commercial hauling franchise requirements. The Contractor is solely responsible for identifying, obtaining, maintaining, and complying with all applicable permit and franchise requirements prior to and throughout the duration of the Contract.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a CITY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or the CITY. The CONTRACTOR shall utilize the "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the CITY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the CITY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the CITY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-SWE-26-66 Stormwater Pipe Lining Rehabilitation (Various Locations) comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

(a) This Contract.

(b) Addenda.

(c) Bid.

(d) American With Disabilities Act Affidavit.

(e) Performance Bond.

(f) Payment Bond.

(g) Material and Workmanship Bond and/or Right-of-Way Permit Bond

(h) Specifications.

(i) Technical Specifications Provided in these Contract Documents

(j) General Conditions.

(k) Supplementary Conditions including any utility specific forms provided by the CITY's Utility Division.

(l) Notice To Proceed.

(m) Change Orders.

(n) Certificate of Substantial Completion.

(o) Certificate of Final Inspection and Completion

(p) Certificate of Engineer.

(q) CONTRACTOR's Release.

(r) Drawings and Plans.

(s) Supplemental Agreements.

(t) CONTRACTOR's Waiver of Lien (Partial)

(u) CONTRACTOR's Waiver of Lien (Final and Complete)

(v) Subcontractor/Vendor's Waiver of Lien (Final and Complete)

(w) Consent of Surety to Final Payment

(x) Instructions to Bidders

(y) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is

not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS ($1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the CITY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

Section 10. Miscellaneous.

(a) Terms used in this Contract which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) CITY and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

TO CONTRACTOR:	**TO CITY:**
Mark Cassineri	City Manager
Inliner Solutions, LLC	City of Palm Coast
2531 Jewett Lane	160 Lake Avenue
Sanford, Florida 32771	Palm Coast, Florida 32164

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the CITY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the CITY's Personnel Policies.

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the CITY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the CITY pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Contract.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. E-Verify Registration and Use

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status

of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

(b) All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

Section 16. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

Section 17. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

(a) The Contractor's political opinions, speech, or affiliations;
(b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
(c) The Contractor's lawful ownership of a firearm;
(d) The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
(e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
(f) The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
(g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;

(h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

IN WITNESS WHEREOF, the parties hereto have signed this Contract. All portions of the Contract Documents have been signed or identified by the CITY and the CONTRACTOR.

CITY OF PALM COAST

By: _____

Name: Michael McGlothlin

Title: City Manager

Date: _____

INLINER SOLUTIONS, LLC

By: _____
Authorized Signatory

Name: _____

Title: _____

Date: _____

BID FORM A
BID SCHEDULE

BID FORM A - SCHEDULE OF PRICES

City of Palm Coast - Stormwater Pipe Lining Rehabilitation (Various Locations)

The undersigned Bidder proposes to furnish all labor, materials, and equipment necessary to complete the trenchless pipe rehabilitation work at each site listed below, in strict accordance with the Contract Documents, for the lump sum price indicated. Site subtotals are detailed in the Unit Cost Schedule (Exhibit C).

Item No.	Site ID	Location	Total Price
1	PI_17_C005	26 Boulder Rock Drive	$37,812.00
2	PI_26_C402	9 Pickford Drive	$33,982.00
3	PI_14_S1411A-1 / PI_14_S1413-1	43 & 67 Cimarron Drive	$16,649.00
4	PI_20_S2012-3	100 Webster Lane	$39,385.00
5	PI_25_S2468 / PI_25_S2478	66 Peppercorn Dr & 166 Pepperdine Dr	$34,021.00
6	RO-2/32C051	Rolling Sands Drive	NO BID
7	PI_11_S122	3 Beech Place	$27,915.00
8	PI_30_CP-4	Ravenwood Drive	$257,790.00
9	PI_30_CP-3	Rae Drive	$221,432.00
10	PI_25_S2464	89 Putter Drive	$16,780.00
11	PI_12_C035	48 Barring Place	$48,593.00
12	PI_30_P-1	P-1	$288,134.00
13	PI_57_S5704	10 Ulysses Trail	$24,287.00
14	PI_25_S2453	27 Parkway Drive	$29,100.00
15	PI_3_S38	10 Cardinal Court	$12,899.00
16	PI_01_S41	29 Farragut Drive	$19,661.00
17	PI_07_S712	12 Fortress Place	$35,035.00
18	PI_16_S1627 / PI_16_S1627-1	2 Cole Way	$19,282.00
19	PI_4_S430 / PI_3_S309 / PI_3_S314	18 Clarendon Court N & 1 Charles Court	$28,501.00
20	PI_59_L-4	Seminole Woods L-4	$248,024.00
21	PI_58_C037 / PI-58_C040	Sesame Boulevard	$68,444.00
22	PI_65_S14	Belle Terre Boulevard	$63,994.00
23	PI_31_C252 / PI_29_C801 / PI_29_C802 / PI_29_C804	Royal Palms Parkway	$271,986.00
24	PI_27_C024/RO-3	Whiteview Parkway	$283,866.00
25	A-1	Matanzas Woods Parkway	$235,520.00
26	PA-7	Hargrove Grade	$123,228.00
		TOTAL BASE BID	$2,486,320.00

Two Million Four Hundred Eighty-Six Thousand Three Hundred Twenty Dollars and 00/100 (spelled out)

In the event there is a discrepancy between the written total and the sum of the figures, the figures shall be recalculated and the correct total shall be used.

PI_17_C005	26 Boulder Rock Drive			
162 Linear Feet of 22"x36" Elliptical CMP (1 Pipe)				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,125.84	$2,125.84
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$3,037.00	$3,037.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	162	$10.68	$1,730.16
Pipe Lining 22x36" Elliptical	LF	162	$181.00	$29,322.00
Post-installation CCTV inspection	LF	162	$1.00	$162.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_17_C005:				**$37,812.00**

PI_14_S1411A-1 / PI_14_S1413-1	43 & 67 Cimarron Drive			
45 LF of 15" Round CMP (1 Pipe) & 40 LF of 15" Round CMP (1 Pipe) - Awarded as One Project				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,125.50	$2,125.50
Maintenance of Traffic (MOT)	LS	1	$2,042.00	$2,042.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$100.00	$100.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	85	$12.90	$1,096.50
Pipe Lining 15" Round	LF	85	$120.00	$10,200.00
Post-installation CCTV inspection	LF	85	$1.00	$85.00
End Treatments	Each	4	$100.00	$400.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_14_S1411A-1 / PI_14_S1413-1:				**$16,649.00**

PI_20_S2012-3	100 Webster Lane			
217 Linear Feet of 24" Round CMP (1 Pipe)				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,125.75	$2,125.75
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$3,220.00	$3,220.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	217	$23.25	$5,045.25
Pipe Lining 24" Round	LF	217	$126.00	$27,342.00
Post-installation CCTV inspection	LF	217	$1.00	$217.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_20_S2012-3:				**$39,385.00**

PI_25_S2468 / PI_25_S2478	66 Peppercorn Dr & 166 Pepperdine Dr			
105 LF of 24" Round CMP (1 Pipe) & 125 LF of 18" Round CMP (1 Pipe) - Awarded as One Project				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,127.10	$2,127.10
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$635.00	$635.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	230	$21.93	$5,043.90
Pipe Lining 24" Round	LF	105	$145.00	$15,225.00
Pipe Lining 18" Round	LF	125	$73.00	$9,125.00
Post-installation CCTV inspection	LF	230	$1.00	$230.00
End Treatments	Each	4	$100.00	$400.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_25_S2468 / PI_25_S2478:				**$34,021.00**

PI_11_S122	3 Beech Place			
144 Linear Feet of 18"x24" CMP (1 Pipe)				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,125.24	$2,125.24
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$3,037.00	$3,037.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	144	$35.04	$5,045.76
Pipe Lining 18"x24"	LF	144	$112.00	$16,128.00
Post-installation CCTV inspection	LF	144	$1.00	$144.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_11_S122:				**$27,915.00**

PI_25_S2464	89 Putter Drive
130 Linear Feet of 18" CMP (1 Pipe)	
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)	

Description	Unit	Quantity	Price	Amount
Mobilization and Demobilization	LS	1	$2,126.00	$2,126.00
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$635.00	$635.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	130	$13.80	$1,794.00
Pipe Lining 18"	LF	130	$82.00	$10,660.00
Post-installation CCTV inspection	LF	130	$1.00	$130.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_25_S2464:				**$16,780.00**

PI_57_S5704	10 Ulysses Trail
140 Linear Feet of 18" CMP (1 Pipe)	
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)	

Description	Unit	Quantity	Price	Amount
Mobilization and Demobilization	LS	1	$2,125.00	$2,125.00
Maintenance of Traffic (MOT)	LS	1	$952.00	$952.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$635.00	$635.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	140	$54.25	$7,595.00
Pipe Lining 18"	LF	140	$86.00	$12,040.00
Post-installation CCTV inspection	LF	140	$1.00	$140.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_57_S5704:				**$24,287.00**

PI_25_S2453	27 Parkway Drive
208 Linear Feet of 24" CMP (1 Pipe)	
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)	

Description	Unit	Quantity	Price	Amount
Mobilization and Demobilization	LS	1	$2,126.16	$2,126.16
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$2,403.00	$2,403.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	208	$10.23	$2,127.84
Pipe Lining 24"	LF	208	$100.00	$20,800.00
Post-installation CCTV inspection	LF	208	$1.00	$208.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_25_S2453:				**$29,100.00**

PI_01_S41	29 Farragut Drive			
144 Linear Feet of 18" CMP (1 Pipe)				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,125.32	$2,125.32
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$3,037.00	$3,037.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	144	$19.72	$2,839.68
Pipe Lining 18"	LF	144	$70.00	$10,080.00
Post-installation CCTV inspection	LF	144	$1.00	$144.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_01_S41:				**$19,661.00**

PI_07_S712	12 Fortress Place			
140 Linear Feet of 24"x36" CMP (1 Pipe)				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,126.00	$2,126.00
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$100.00	$100.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	140	$21.10	$2,954.00
Pipe Lining 24"x36"	LF	140	$202.00	$28,280.00
Post-installation CCTV inspection	LF	140	$1.00	$140.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_07_S712:				**$35,035.00**

PI_16_S1627 / PI_16_S1627-1	2 Cole Way			
36 LF of 15" Round CMP (1 Pipe) & 103 LF of 15" Round CMP (1 Pipe) - Awarded as One Project				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,125.51	$2,125.51
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$1,000.00	$1,000.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	139	$12.91	$1,794.49
Pipe Lining 15" Round	LF	139	$92.00	$12,788.00
Post-installation CCTV inspection	LF	139	$1.00	$139.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_16_S1627 / PI_16_S1627-1:				**$19,282.00**

PI_4_S430 / PI_3_S309 / PI_3_S314	18 Clarendon Court N & 1 Charles Court			
128 LF of 18" CMP (1 Pipe), 30 LF of 15" Round CMP (1 Pipe) & 40 LF of 15" Round CMP (1 Pipe) - Awarded as One Project				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,125.96	$2,125.96
Maintenance of Traffic (MOT)	LS	1	$635.00	$635.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$3,037.00	$3,037.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	198	$25.48	$5,045.04
Pipe Lining 18"	LF	128	$75.00	$9,600.00
Pipe Lining 15" Round	LF	70	$98.00	$6,860.00
Post-installation CCTV inspection	LF	198	$1.00	$198.00
End Treatments	Each	4	$100.00	$400.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_4_S430 / PI_3_S309 / PI_3_S314:				**$28,501.00**

PI_65_S14	Belle Terre Boulevard			
82 Linear Feet of 42" CMP (1 Pipe)				
Please indicate type of lining method: CIPP (Cured-In-Place Pipe)				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$2,125.52	$2,125.52
Maintenance of Traffic (MOT)	LS	1	$1,269.00	$1,269.00
Turbidity Barrier	LS	1	$100.00	$100.00
Dewatering and/or Cofferdamming	LS	1	$4,866.00	$4,866.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	82	$79.64	$6,530.48
Pipe Lining 42"	LF	82	$518.00	$42,476.00
Post-installation CCTV inspection	LF	82	$1.00	$82.00
End Treatments	Each	2	$100.00	$200.00
Site Restoration (grading and sodding ROW)	LS	1	$6,345.00	$6,345.00
Subtotal for PI_65_S14:				**$63,994.00**

QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Inliner Solutions, LLC
(Bidder Company Name)

By: _____
Signature

Print: Thomas Gottsegen
Print Name

Date: 9/24/2020

Title: Chief Legal Officer & Asst. Secretary

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Inliner Solutions, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Inliner Solutions, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Thomas Gottsegen
Title: Chief Legal Officer & Asst. Secretary
Date: 09/30/2026

STATE OF Georgia

COUNTY OF Dekalb

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this _____ day of _____, 20____ by Thomas Gottsegen - CLO & Asst. Secretary [name of officer or agent, title of officer or agent] of Inliner Solutions, LLC [name of contractor company acknowledging], a IN [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Notary Public

[NOTARY SEAL]

Meghan Bedford
Name typed, printed or stamped

Newton County, Georgia
Notary Public
Meghan Bedford
My Commission Expires 7/11/2028

My Commission Expires: July 11, 2028

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Inliner Solutions, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: **Thomas Gottsegen**

Title: **Chief Legal Officer & Asst. Secertary**

Signature: _____ Date: **09/30/2026**

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Georgia

County of Dekalb

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of Inliner Solutions, LLC (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 09/30/2026

Signed: _____

Entity: Inliner Solutions, LLC

Name: Thomas Gottsgen

Title: Chief Legal Officer & Asst. Secretary

Sworn to (or affirmed) and subscribed before me this 24 day of Sept, 2026

by Thomas Gottsgen

Meghan Bedford
Notary Signature

Meghan Bedford
PRINT, TYPE OR STAMP NAME OF NOTARY

Newton County, Georgia
Notary Public
Meghan Bedford
My Commission Expires 7/11/2029

Personally known X
OR Produced Identification _____
Type of Identification Produced _____

[NOTARY SEAL]

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is dated as of the _____ day of_____, 20____, by and between NU-PIPE, LLC duly authorized to conduct business in the State of Florida, whose address is 951 W Yamato Rd, Suite 200, Boca Raton, Florida 33431 hereinafter called the "CONTRACTOR", and THE CITY OF PALM COAST, a political subdivision of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter called the "CITY". CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Trenchless pipe rehabilitation services to rehabilitate aging, damaged, and deteriorated stormwater infrastructure for: 9 Pickford Drive, Rolling Sands Drive, Rae Drive, 48 Barring Place, P-1, 10 Cardinal Court, Seminole Woods L-4, Sesame Blvd, Whiteview Parkway, Matanzas Woods Parkway and Hargrove Grade.

The Project for which the Work under the Contract Documents is a part is identified as:

ITB-SWE-26-66 Stormwater Pipe Lining Rehabilitation (Various Locations)

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean City of Palm Coast.

(b) Construction Engineering "CE" (post design services) is the CITY's Engineer or the CITY's contracted consultant for construction engineering services. According to the Contract Documents, "CE" shall mean City of Palm Coast.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Contract.

(b) The Work shall be substantially completed as described in subsection Project Manual ITB-SWE-26-66 14.13 of the General Conditions ("General Conditions"), within thirty (30) calendar days beginning on the date of commencement as provided in subsection 2.2 of the General Conditions. The

Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) Float time is allocated specifically to the CONTRACTOR's responsibility for coordination of utility relocations by subsection 12.1.1.1.3 of the General Conditions is included in the Contract Time provided by this Section. The CITY will not consider any Contract Time extensions related to utility coordination matters including, but not limited to, utility relocations and conflicts, unless the utility relocation delays exceed the float time allowed by subsection 12.1.1.1.3 and also extend the Project Schedule's Critical Path.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). The CONTRACTOR's total compensation is **ONE MILLION TWO HUNDRED NINETY-NINE THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS AND TWENTY-FIVE CENTS ($1,299,636.25)** subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification, direct purchase of materials and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated

(temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the Work of the CITY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. In the event an ENGINEER is not being utilized, Applications for Payment shall be forwarded to the CITY's Finance Accounts Payable Department.

(b) Progress Payments. CITY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, CITY shall pay the remainder of the Contract Price as provided in subsection 14.9.1

(d) Taxes. Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

Section 6. Retainage and Withholding Payment for Breach

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) CITY may withhold payment equal to the product of the number of Days after Substantial Completion and the amount of liquidated damages set forth in Section 9 of this Contract for CONTRACTOR's material breach of contract where CONTRACTOR is behind schedule for Substantial Completion, and it is anticipated by CITY that the Work will not be completed within the Contract Time for Substantial Completion. The City may, at the CITY'S discretion, withhold the liquidated damage amount from subsequent Progress Payments. Any withheld payments held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by subsection 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, weather, Purchasing and Contracts Procedures, and with all local conditions and federal, state, and local laws, utility locations, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations, examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, re-locations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Contract acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the CITY from any implied warranties including but not limited to, those arising under the "Spearin Doctrine", that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the CITY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the CITY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the CITY may require them to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by CITY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties, Right-of-Way Permit Bond and/or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Garret Kulp and Carlos Ochoa and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the CITY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or CITY or both by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the Work.

The CONTRACTOR acknowledges that the performance of this Contract may require one or more hauling, transportation, overweight, or oversize permits and/or compliance with CITY commercial hauling franchise requirements. The Contractor is solely responsible for identifying, obtaining, maintaining, and complying with all applicable permit and franchise requirements prior to and throughout the duration of the Contract.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a CITY, CONTRACTOR, and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the Work within two (2) days of receipt of the complaint from citizens, ENGINEER, or the CITY. The CONTRACTOR shall utilize the "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by the CONTRACTOR shall specifically identify the problem specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within two (2) days, then the CITY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the CITY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The CONTRACTOR authorizes the CITY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents including the Bidding Documents and the Bid that was submitted by the CONTRACTOR for ITB-SWE-26-66 Stormwater Pipe Lining Rehabilitation (Various Locations) comprise the entire agreement between CITY and CONTRACTOR are made a part hereof and consist of the following:

(a) This Contract.

(b) Addenda.

(c) Bid.

(d) American With Disabilities Act Affidavit.

(e) Performance Bond.

(f) Payment Bond.

(g) Material and Workmanship Bond and/or Right-of-Way Permit Bond

(h) Specifications.

(i) Technical Specifications Provided in these Contract Documents

(j) General Conditions.

(k) Supplementary Conditions including any utility specific forms provided by the CITY's Utility Division.

(l) Notice To Proceed.

(m) Change Orders.

(n) Certificate of Substantial Completion.

(o) Certificate of Final Inspection and Completion

(p) Certificate of Engineer.

(q) CONTRACTOR's Release.

(r) Drawings and Plans.

(s) Supplemental Agreements.

(t) CONTRACTOR's Waiver of Lien (Partial)

(u) CONTRACTOR's Waiver of Lien (Final and Complete)

(v) Subcontractor/Vendor's Waiver of Lien (Final and Complete)

(w) Consent of Surety to Final Payment

(x) Instructions to Bidders

(y) CONTRACTOR's Insurance Requirements, Certificate, and Insurance Policies

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The CITY and CONTRACTOR recognize that time is essential to the performance of this Contract and CONTRACTOR recognizes that the CITY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the CITY if the Work is

not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay CITY as liquidated damages, and not as a penalty, **ONE THOUSAND and No/100 DOLLARS ($1000.00)** per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the CITY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the CITY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

Section 10. Miscellaneous.

(a) Terms used in this Contract which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) CITY and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, CITY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of CITY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

TO CONTRACTOR:	**TO CITY:**
Elijah Leavitt	City Manager
Nu-Pipe, LLC	City of Palm Coast
951 W Yamato Rd, Suite 220	160 Lake Avenue
Boca Raton, Florida 33431	Palm Coast, Florida 32164

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the CITY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the CITY's Personnel Policies.

(b) The CONTRACTOR hereby certifies that no officer, agent, or employee of the CITY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Contract.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the CITY pursuant to this Contract will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Contract.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a stop work order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the stop work order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle CITY to terminate this Contract. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 15. E-Verify Registration and Use

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status

of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

(b) All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

Section 16. Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

Section 17. Contractor Preference. Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

(a) The Contractor's political opinions, speech, or affiliations;
(b) The Contractor's religious beliefs, religious exercise, or religious affiliations;
(c) The Contractor's lawful ownership of a firearm;
(d) The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
(e) The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
(f) The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
(g) The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;

(h) The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

IN WITNESS WHEREOF, the parties hereto have signed this Contract. All portions of the Contract Documents have been signed or identified by the CITY and the CONTRACTOR.

CITY OF PALM COAST	**NU-PIPE, LLC**
By: _____	By: _____ Authorized Signatory
Name: Michael McGlothlin	Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

BID FORM A
BID SCHEDULE

BID FORM A - SCHEDULE OF PRICES

City of Palm Coast - Stormwater Pipe Lining Rehabilitation (Various Locations)

The undersigned Bidder proposes to furnish all labor, materials, and equipment necessary to complete the trenchless pipe rehabilitation work at each site listed below, in strict accordance with the Contract Documents, for the lump sum price indicated. Site subtotals are detailed in the Unit Cost Schedule (Exhibit C).

Item No.	Site ID	Location	Total Price
1	PI_17_C005	26 Boulder Rock Drive	$43,926.00
2	PI_26_C402	9 Pickford Drive	$33,175.05
3	PI_14_S1411A-1 / PI_14_S1413-1	43 & 67 Cimarron Drive	$21,113.50
4	PI_20_S2012-3	100 Webster Lane	$40,214.75 $40,214.60
5	PI_25_S2468 / PI_25_S2478	66 Peppercorn Dr & 166 Pepperdine Dr	$50,443.50
6	RO-2/32C051	Rolling Sands Drive	$106,423.60 $90,926.50
7	PI_11_S122	3 Beech Place	$31,539.80
8	PI_30_CP-4	Ravenwood Drive	$234,899.90
9	PI_30_CP-3	Rae Drive	$154,795.50
10	PI_25_S2464	89 Putter Drive	$23,459.00
11	PI_12_C035	48 Barring Place	$47,394.65
12	PI_30_P-1	P-1	$215,149.80
13	PI_57_S5704	10 Ulysses Trail	$24,586.00
14	PI_25_S2453	27 Parkway Drive	$39,714.20
15	PI_3_S38	10 Cardinal Court	$12,317.60
16	PI_01_S41	29 Farragut Drive	$23,288.60
17	PI_07_S712	12 Fortress Place	$39,447.00
18	PI_16_S1627 / PI_16_S1627-1	2 Cole Way	$26,653.75
19	PI_4_S430 / PI_3_S309 / PI_3_S314	18 Clarendon Court N & 1 Charles Court	$44,917.30
20	PI_59_L-4	Seminole Woods L-4	$207,626.90
21	PI_58_C037 / PI-58_C040	Sesame Boulevard	$65,181.90
22	PI_65_S14	Belle Terre Boulevard	$68,937.40
23	PI_31_C252 / PI_29_C801 / PI_29_C802 / PI_29_C804	Royal Palms Parkway	$194,747.05
24	PI_27_C024/RO-3	Whiteview Parkway	$210,301.45
25	A-1	Matanzas Woods Parkway	$158,334.95
26	PA-7	Hargrove Grade	$104,431.95
		TOTAL BASE BID	$2,223,021.12 $2,207,523.85

Two Million Two Hundred Twenty-Three Thousand Twenty-One Dollars and Ten Cents **(spelled out)**

Two million, two hundred seven thousand, five hundred twenty three dollars and eighty-five cents.

In the event there is a discrepancy between the written total and the sum of the figures, the figures shall be recalculated and the correct total shall be used.

Please Sign Here

PI_26_C402	9 Pickford Drive			
117 Linear Feet of 22"x36" Elliptical CMP (1 Pipe)				
Please indicate type of lining method: CIPP				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$560.00	$560.00
Maintenance of Traffic (MOT)	LS	1	$500.00	$500.00
Turbidity Barrier	LS	1	$150.00	$150.00
Dewatering and/or Cofferdamming	LS	1	$1.00	$1.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	117	$25.65	$3,001.05
Pipe Lining 22x36" Elliptical	LF	117	$234.00	$27,378.00
Post-installation CCTV inspection	LF	117	$5.00	$585.00
End Treatments	Each	2	$250.00	$500.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_26_C402:				$33,175.05

RO-2/32C051	Rolling Sands Drive			
60 Linear Feet of 72" Round CMP (1 Pipe)				
Please indicate type of lining method: SAPL-GeoPolymer				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$7,625.10	$7,625.10
Maintenance of Traffic (MOT)	LS	1	$12,349.90	$12,349.90
Turbidity Barrier	LS	1	$1.00	$1.00
Dewatering and/or Cofferdamming	LS	1	$18,791.50	$18,791.50
Pipe Cleaning - (Contractor field verify prior to bid)	LF	60	$95.75	$7,468.50
Pipe Lining 72" Round	LF	60	$764.20	$59,607.60
Post-installation CCTV inspection	LF	60	$1.00	$78.00
End Treatments	Each	2	$1.00	$2.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for RO-2/32C051:				$106,423.60

$5,745.00

$45,852.00

$90,926.50

Initial

PI_30_CP-3	Rae Drive			
140 Linear Feet of 84" CMP (2 Pipes @ ~70 LF)				
Please indicate type of lining method: SAPL-GeoPolymer				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$11,661.95	$11,661.95
Maintenance of Traffic (MOT)	LS	1	$11,457.70	$11,457.70
Turbidity Barrier	LS	1	$1.00	$1.00
Dewatering and/or Cofferdamming	LS	1	$28,650.85	$28,650.85
Pipe Cleaning - (Contractor field verify prior to bid)	LF	140	$157.55	$22,057.00
Pipe Lining 84"	LF	140	$573.75	$80,325.00
Post-installation CCTV inspection	LF	140	$1.00	$140.00
End Treatments	Each	2	$1.00	$2.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_30_CP-3:				$154,795.50

PI_12_C035	48 Barring Place			
187 Linear Feet of 22"x36" CMP (1 Pipe)				
Please indicate type of lining method:			CIPP	
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$560.00	$560.00
Maintenance of Traffic (MOT)	LS	1	$500.00	$500.00
Turbidity Barrier	LS	1	$150.00	$150.00
Dewatering and/or Cofferdamming	LS	1	$1.00	$1.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	187	$20.30	$3,796.10
Pipe Lining 22"x36"	LF	187	$213.65	$39,952.55
Post-installation CCTV inspection	LF	187	$5.00	$935.00
End Treatments	Each	2	$500.00	$1,000.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_12_C035:				$47,394.65

PI_30_P-1	P-1			
300 Linear Feet of 72" CMP (2 Pipes @ ~150 LF)				
Please indicate type of lining method:			SAPL - GeoPolymer	
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$14,577.45	$14,577.45
Maintenance of Traffic (MOT)	LS	1	$3,819.25	$3,819.25
Turbidity Barrier	LS	1	$1.00	$1.00
Dewatering and/or Cofferdamming	LS	1	$28,650.85	$28,650.85
Pipe Cleaning - (Contractor field verify prior to bid)	LF	300	$63.00	$18,900.00
Pipe Lining 72"	LF	300	$483.60	$145,080.00
Post-installation CCTV inspection	LF	300	$1.00	$300.00
End Treatments	Each	2	$1.00	$2.00
Site Restoration (grading and sodding ROW)	LS	1	$3,819.25	$3,819.25
Subtotal for PI_30_P-1:				$215,149.80

PI_3_S38	10 Cardinal Court			
54 Linear Feet of 15" CMP (1 Pipe)				
Please indicate type of lining method:			CIPP	
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$560.00	$560.00
Maintenance of Traffic (MOT)	LS	1	$500.00	$500.00
Turbidity Barrier	LS	1	$150.00	$150.00
Dewatering and/or Cofferdamming	LS	1	$1.00	$1.00
Pipe Cleaning - (Contractor field verify prior to bid)	LF	54	$20.35	$1,098.90
Pipe Lining 15"	LF	54	$152.55	$8,237.70
Post-installation CCTV inspection	LF	54	$5.00	$270.00
End Treatments	Each	2	$500.00	$1,000.00
Site Restoration (grading and sodding ROW)	LS	1	$500.00	$500.00
Subtotal for PI_3_S38:				$12,317.60

PI_59_L-4	Seminole Woods L-4			
285 Linear Feet of 60" CMP (3 Pipes @ ~95 LF)				
Please indicate type of lining method: SAPL - GeoPolymer				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$12,783.30	$12,783.30
Maintenance of Traffic (MOT)	LS	1	$3,437.35	$3,437.35
Turbidity Barrier	LS	1	$1.00	$1.00
Dewatering and/or Cofferdamming	LS	1	$28,650.90	$28,650.90
Pipe Cleaning - (Contractor field verify prior to bid)	LF	285	$70.00	$19,950.00
Pipe Lining 60"	LF	285	$488.00	$139,080.00
Post-installation CCTV inspection	LF	285	$1.00	$285.00
End Treatments	Each	2	$1.00	$2.00
Site Restoration (grading and sodding ROW)	LS	1	$3,437.35	$3,437.35
Subtotal for PI_59_L-4:				$207,626.90

PI_58_C037 / PI-58_C040	Sesame Boulevard			
48 LF of 31"x50" Elliptical CMP (1 Pipe) & 59 LF of 27"x43" Elliptical CMP (1 Pipe) - Awarded as One Project				
Please indicate type of lining method: SAPL - GeoPolymer				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$5,382.45	$5,382.45
Maintenance of Traffic (MOT)	LS	1	$4,010.20	$4,010.20
Turbidity Barrier	LS	1	$1.00	$1.00
Dewatering and/or Cofferdamming	LS	1	$3,720.35	$3,720.35
Pipe Cleaning - (Contractor field verify prior to bid)	LF	107	$40.60	$4,344.20
Pipe Lining 31x50" Elliptical	LF	48	$403.50	$19,368.00
Pipe Lining 27x43" Elliptical	LF	59	$403.50	$23,806.50
Post-installation CCTV inspection	LF	107	$5.00	$535.00
End Treatments	Each	4	$1.00	$4.00
Site Restoration (grading and sodding ROW)	LS	1	$4,010.20	$4,010.20
Subtotal for PI_58_C037 / PI-58_C040:				$65,181.90

PI_27_C024/RO-3	Whiteview Parkway			
310 Linear Feet of 48"x72" Elliptical CMP (2 Pipes @ ~155 LF)				
Please indicate type of lining method: SAPL-Geopolymer				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$14,577.45	$14,577.45
Maintenance of Traffic (MOT)	LS	1	$3,819.25	$3,819.25
Turbidity Barrier	LS	1	$1.00	$1.00
Dewatering and/or Cofferdamming	LS	1	$18,791.50	$18,791.50
Pipe Cleaning - (Contractor field verify prior to bid)	LF	310	$56.90	$17,639.00
Pipe Lining 48"x72" Elliptical	LF	310	$487.20	$151,032.00
Post-installation CCTV inspection	LF	310	$2.00	$620.00
End Treatments	Each	2	$1.00	$2.00
Site Restoration (grading and sodding ROW)	LS	1	$3,819.25	$3,819.25
Subtotal for PI_27_C024/RO-3:				$210,301.45

A-1	Matanzas Woods Parkway			
308 Linear Feet of 72" Round CMP (2 Pipes @ ~154 LF)				
Please indicate type of lining method: SAPL-GeoPolymer				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$11,661.95	$11,661.95
Maintenance of Traffic (MOT)	LS	1	$500.00	$500.00
Turbidity Barrier	LS	1	$1.00	$1.00
Dewatering and/or Cofferdamming	LS	1	$3,675.80	$3,675.80
Pipe Cleaning - (Contractor field verify prior to bid)	LF	308	$9.00	$2,772.00
Pipe Lining 72" Round	LF	308	$446.15	$137,414.20
Post-installation CCTV inspection	LF	308	$1.00	$308.00
End Treatments	Each	2	$1.00	$2.00
Site Restoration (grading and sodding ROW)	LS	1	$2,000.00	$2,000.00
Subtotal for A-1:				$158,334.95

PA-7	Hargrove Grade			
240 Linear Feet of 48" Round CMP (2 Pipes @ ~120 LF)				
Please indicate type of lining method: SAPL-GeoPolymer				
Description	**Unit**	**Quantity**	**Price**	**Amount**
Mobilization and Demobilization	LS	1	$7,176.60	$7,176.60
Maintenance of Traffic (MOT)	LS	1	$500.00	$500.00
Turbidity Barrier	LS	1	$1.00	$1.00
Dewatering and/or Cofferdamming	LS	1	$3,720.35	$3,720.35
Pipe Cleaning - (Contractor field verify prior to bid)	LF	240	$33.85	$8,124.00
Pipe Lining Double 48" Round	LF	240	$344.45	$82,668.00
Post-installation CCTV inspection	LF	240	$1.00	$240.00
End Treatments	Each	2	$1.00	$2.00
Site Restoration (grading and sodding ROW)	LS	1	$2,000.00	$2,000.00
Subtotal for PA-7:				$104,431.95

QUALIFICATION FORM I
QUALIFICATION FORMS PACKAGE
E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all its employees hired on and after January 1, 2021.

B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful bidder awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Bidder shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Nu-Pipe, LLC
(Bidder Company Name)

By: _____
Signature

Print: Ashby Johnson
Print Name

Date: 10/7/2026

Title: President and Member

NU-PIPE TRENCHLESS SOLUTIONS
A SHENANDOAH COMPANY

5600 Central Ave
St. Petersburg, FL 33707
727-235-0356

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Nu-Pipe, LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Nu-Pipe, LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Ashby Johnson
Title: President & member
Date: 10/7/2026

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 7th day of October, 2026 by Ashby J. Johnson [name of officer or agent, title of officer or agent] of Nu-Pipe LLC [name of contractor company acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced Passport [type of identification] as identification.

Hannah D Brown
Notary Public

[NOTARY SEAL]

HANNAH DAWN BROWN
Notary Public
State of Florida
Comm# HH524990
Expires 5/8/2028

HANNAH D BROWN
Name typed, printed or stamped

My Commission Expires: 5/8/2028

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Nu-Pipe, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Ashby Johnson

Title: President & Member

Signature: _____ Date: 10/7/2026

QUALIFICATION FORM L
ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Pinellas

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of Nu-Pipe, LLC (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 10/7/2026 Signed: _____

Entity: Nu-Pipe, LLC Name: Ashby Johnson

Title: President and Member

Sworn to (or affirmed) and subscribed before me this 7th day of OCTOBER, 2026 by ASHBY J JOHNSON.

Hannah D Brown
Notary Signature

HANNAH D BROWN
PRINT, TYPE OR STAMP NAME OF NOTARY

HANNAH DAWN BROWN
Notary Public
State of Florida
Comm# HH524990
Expires 5/8/2028

Personally known ✓
OR Produced Identification _____
Type of Identification Produced _____

[NOTARY SEAL]

city of PALM COAST

Finance Department
Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3710

NOTICE OF INTENT TO AWARD

Project: ITB-SWE-26-66 **Stormwater Pipe Lining Rehabilitation (Various Locations)**

Date: 11/2/2026

Appeal Deadline: Appeals must be filed by 5:00 PM on 11/5/2026

Location	Lowest bidder	Amount
26 Boulder Rock	Inliner Solutions, LLC	$37,812.00
9 Pickford Drive	Nu-Pipe	$33,175.05
43 & 67 Cimmaron Drive	Inliner Solutions, LLC	$16,649.00
100 Webster Lane	Inliner Solutions, LLC	$39,385.00
66 Peppercorn Dr & 166 Pepperdine Dr	Inliner Solutions, LLC	$34,021.00
Rolling Sands Drive	Nu-Pipe	$90,926.50
3 Beech Place	Inliner Solutions, LLC	$27,915.00
Ravenwood Drive		NON-AWARD
Rae Drive	Nu-Pipe	$154,795.50
89 Putter Drive	Inliner Solutions, LLC	$16,780.00
48 Barring Place	Nu-Pipe	$47,394.65
P-1	Nu-Pipe	$215,149.80
10 Ulysses Trail	Inliner Solutions, LLC	$24,287.00
27 Parkway Drive	Inliner Solutions, LLC	$29,100.00
10 Cardinal Court	Nu-Pipe	$12,317.60
29 Farragut Drive	Inliner Solutions, LLC	$19,661.00

12 Fortress Place	Inliner Solutions, LLC	$35,035.00
2 Cole Way	Inliner Solutions, LLC	$19,282.00
18 Clarendon Court N & 1 Charles Court	Inliner Solutions, LLC	$28,501.00
Seminole Woods L-4	Nu-Pipe	$207,626.90
Sesame Blvd	Nu-Pipe	$65,181.90
Belle Terre Blvd	Inliner Solutions, LLC	$63,994.00
Royal Palms Parkway Locations		NON-AWARD
Whiteview Parkway	Nu-Pipe	$210,301.45
Matanzas Woods Parkway	Nu-Pipe	$158,334.95
Hargrove Grade	Nu-Pipe	$104,431.95

Total Project Amount Awarded: **$1,692,058.25**

Bid Disqualification

LMR Construction, Inc. was deemed nonresponsive and disqualified due to an incomplete Form F.

Non-Award

Ravenwood and Royal Palms Parkway will not be awarded at this time due to budgetary constraints and site priorities.

The intent of the City of Palm Coast is to award ITB-SWE-26-66 to **Inliner Solutions, LLC** & **Nu-Pipe.**
Inliner locations : 26 Boulder Rock, 43 & 67 Cimmaron Drive, 100 Webster Lane, 66 Peppercorn Dr & 166 Pepperdine Drive, 3 Beech Place, 89 Putter Drive, 10 Ulyssess Trail, 27 Parkway Drive, 29 Farragut Drive, 12 Fortress Place, 2 Cole Way, 18 Clarendon Court & 1 Charles Court, and Belle Terre Drive.

Nu-Pipe locations: 9 Pickford Drive, Rolling Sands Drive, Rae Drive, 48 Barring Place, P-1, 10 Cardinal Court, Seminole Woods L-4, Sesame Blvd., Whiteview Parkway, Matanzas Woods Parkway, and Hargrove Grade.

ATTACHMENT A – COMPLETE BID COMPARISON

Location	Hinterland	Inliner	Insituform	LMR*	Nu-Pipe	Ruby-Collins	SAK	Vortex
26 Boulder Rock	$53,736.00	$37,812.00	NB	DQ	$43,926.00	NB	$72,552.00	$104,827.80
9 Pickford Drive	$42,351.00	$33,982.00	NB	DQ	$33,175.05	NB	$53,906.00	$42,676.30
43 & 67 Cimmaron Drive	$26,355.00	$16,649.00	$38,710.00	DQ	$21,113.50	NB	$44,838.00	$30,032.00
100 Webster Lane	$49,563.00	$39,385.00	NB	DQ	$40,214.60	NB	$66,949.00	$119,640.80
66 Peppercorn Dr & 166 Pepperdine Dr	$51,150.00	$34,021.00	$70,580.00	DQ	$50,443.50	NB	$71,275.00	$56,395.00
Rolling Sands Drive	$99,420.00	NB	NB	NB	$90,926.50	$237,344.60	NB	NB
3 Beech Place	$38,520.00	$27,915.00	NB	DQ	$31,539.80	NB	$52,306.00	$75,109.40
Rae Drive	$292,200.00	$221,432.00	NB	NB	$154,795.50	$414,125.10	NB	$221,251.00
89 Putter Drive	$40,890.00	$16,780.00	$41,450.00	DQ	$23,459.00	NB	$49,050.00	$57,414.00
48 Barring Place	$58,561.00	$48,593.00	NB	DQ	$47,394.65	NB	$82,277.00	$134,350.30
P-1	$374,190.00	$288,134.00	NB	NB	$215,149.80	$667,824.10	NB	$360,495.00
10 Ulysses Trail	$42,720.00	$24,287.00	NB	NB	$24,586.00	NB	$55,230.00	$63,620.00
27 Parkway Drive	$48,462.00	$29,100.00	$54,032.00	NB	$39,714.20	NB	$64,216.00	$98,376.60
10 Cardinal Court	$19,212.00	$12,899.00	NB	NB	$12,317.60	NB	$41,164.00	$55,921.00
29 Farragut Drive	$43,452.00	$19,661.00	NB	NB	$23,288.60	NB	$55,912.00	$31,201.80
12 Fortress Place	$48,170.00	$35,035.00	NB	NB	$39,447.00	NB	$63,150.00	$45,161.00
2 Cole Way	$32,217.00	$19,282.00	$37,357.25	NB	$26,653.75	NB	$83,735.00	$75,304.80
18 Clarendon Court N & 1 Charles Court	$48,696.00	$28,501.00	NB	NB	$44,917.30	NB	$93,164.00	$112,973.00
Seminole Woods L-4	$353,925.00	$248,024.00	NB	NB	$207,626.90	$433,172.60	NB	$292,755.50
Sesame Blvd	$78,642.00	$68,444.00	NB	NB	$65,181.90	NB	$111,676.00	$79,765.80
Belle Terre Blvd	$149,910.00	$63,994.00	NB	NB	$68,937.40	$333,303.20	$103,483.00	$121,563.20
Whiteview Parkway	$379,050.00	$283,866.00	NB	NB	$210,301.45	$409,592.10	NB	$397,966.00
Matanzas Woods Parkway	$382,446.00	$235,520.00	NB	NB	$158,334.95	$604,593.60	NB	$280,413.80
Hargrove Grade	$308,700.00	$123,228.00	NB	NB	$104,431.95	$357,612.60	$193,825.00	$361,510.00

NB – No Bid

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

For questions regarding this Notice of Intent to Award please contact: Taya Hoff, Procurement Coordinator, at Thoff@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

*Failure to file a written protest to the Deputy City Manager, James Macfarlane (*JMacfarlane@palmcoastgov.com*) shall constitute a waiver of the protest proceedings.*

ITB-SWE-26-66 - Stormwater Pipe Lining Rehabilitation (Various Locations)

Project Overview

Project Details	
Reference ID	ITB-SWE-26-66
Project Name	Stormwater Pipe Lining Rehabilitation (Various Locations)
Project Owner	Taya Hoff
Project Type	ITB
Department	Procurement
Budget	$0.00 - $0.00
Project Description	The City of Palm Coast requires a qualified Contractor to furnish all labor, materials, equipment, supervision, permitting, traffic control, and incidentals necessary for the completion of the Stormwater Pipe Lining Rehabilitation (Various Locations) project for the City of Palm Coast.
Open Date	Sep 02, 2026 8:00 AM EDT
Intent to Bid Due	Oct 07, 2026 2:00 PM EDT
Close Date	Oct 08, 2026 2:00 PM EDT

Awarded Suppliers	Reason	Score
Inliner Solutions, LLC		**0 pts**

Nu-Pipe		**0 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-L (Except Form C), and Bidder Profile Sheet	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar
Section 00200, Forms A-F, and Bidder Bid Form	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar
Construction Forms 5 & 6	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar
Bid Form A Bid Schedule	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar
Bid Security	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar
Section 00100, Form C Financial Statements	Oct 12, 2026 10:55 AM EDT	Taya Hoff
Florida Certified General Contractors License and/or Florida Certified Underground Utility & Excavation Contractors License.	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar
Addendum 1 (Signed and Dated)	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar
Appendix C Unit Cost Schedule Per Location MODIFIED	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar
Addendum 2 (Signed and Dated)	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar

Addendum 3 (Signed and Dated)	Oct 08, 2026 2:02 PM EDT	Christinne Foschaar

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Carmelo Morales	Oct 20, 2026 9:26 AM EDT	No
Jordan Myers	Oct 09, 2026 11:36 AM EDT	No
Taya Hoff	Oct 12, 2026 9:14 AM EDT	No
Michael Vespucci	Oct 12, 2026 11:06 AM EDT	No
Christinne Foschaar	Oct 08, 2026 2:03 PM EDT	No
Carlos Dominguez Brito	Oct 08, 2026 4:14 PM EDT	No

Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-L & References
Technical Review Construction Forms	Pass/Fail	Review Construction Forms 5 & 6
Technical Review Bid Forms 00200	Pass/Fail	Review Bid Forms 00200 A-F
Admin Financial Review	Pass/Fail	Review for Fiscal Solvency
A - 26 Boulder Rock	**0 pts**	
A-1 - 26 Boulder Rock	100 pts	Direct Price
B - 9 Pickford Drive	**0 pts**	

B-1 - 9 Pickford Drive	100 pts	Direct Price
C - 43 & 67 Cimarron Drive	**0 pts**	
C-1 - 43 & 67 Cimarron Drive	100 pts	Direct Price
D - 100 Webster Lane	**0 pts**	
D-1 - 100 Webster Lane	100 pts	Direct Price
E - 66 Peppercorn Dr & 166 Pepperdine Dr	**0 pts**	
E-1 - 66 Peppercorn Dr & 166 Pepperdine Dr	100 pts	Direct Price
F - Rolling Sands Drive	**0 pts**	
F-1 - Rolling Sands Drive	100 pts	Direct Price
G - 3 Beech Place	**0 pts**	
G-1 - 3 Beech Place	100 pts	Direct Price
H - Ravenwood Drive	**0 pts**	

H-1 - Ravenwood Drive	100 pts	Direct Price
I - Rae Drive	**0 pts**	
I-1 - Rae Drive	100 pts	Direct Price
J - 89 Putter Drive	**0 pts**	
J-1 - 89 Putter Drive	100 pts	Direct Price
K - 48 Barring Place	**0 pts**	
K-1 - 48 Barring Place	100 pts	Direct Price
L - P-1	**0 pts**	
L-1 - P-1	100 pts	Direct Price
M - 10 Ulysses Trail	**0 pts**	
M-1 - 10 Ulysses Trail	100 pts	Direct Price
N - 27 Parkway Drive	**0 pts**	

N-1 - 27 Parkway Drive	100 pts	Direct Price
O - 10 Cardinal Court	**0 pts**	
O-1 - 10 Cardinal Court	100 pts	Direct Price
P - 29 Farragut Drive	**0 pts**	
P-1 - 29 Farragut Drive	100 pts	Direct Price
Q - 12 Fortress Place	**0 pts**	
Q-1 - 12 Fortress Place	100 pts	Direct Price
R - 2 Cole Way	**0 pts**	
R-1 - 2 Cole Way	100 pts	Direct Price
S - 18 Clarendon Court N & 1 Charles Court	**0 pts**	
S-1 - 18 Clarendon Court N & 1 Charles Court	100 pts	Direct Price
T - Seminole Woods L-4	**0 pts**	

T-1 - Seminole Woods L-4	100 pts	Direct Price
U - Sesame Blvd	**0 pts**	
U-1 - Sesame Blvd	100 pts	Direct Price
V - Belle Terre Blvd	**0 pts**	
V-1 - Belle Terre Blvd	100 pts	Direct Price
W - Royal Palms Parkway Locations	**0 pts**	
W-1 - Royal Palms Parkway Locations	100 pts	Direct Price
X - Whiteview Parkway	**0 pts**	
X-1 - Whiteview Parkway	100 pts	Direct Price
Y - Matanzas Woods Parkway	**0 pts**	
Y-1 - Matanzas Woods Parkway	100 pts	Direct Price
Z - Hargrove Grade	**0 pts**	

Z-1 - Hargrove Grade	100 pts	Direct Price
Total	**0 pts**	

Scoring Summary

Active Submissions

	Total	Administrative Review	Admin Review Addenda	Technical Review Qualification 00100	Technical Review Construction Forms
Supplier	**/ 0 pts**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**
Hinterland Group, Inc.	0 pts	Pass	Pass	Pass	Pass
Inliner Solutions, LLC	0 pts	Pass	Pass	Pass	Pass
Insituform Technologies USA, LLC	0 pts	Pass	Pass	Pass	Pass
LMR Construction, Inc.	0 pts	Fail	Pass	Pass	Pass
Nu-Pipe	0 pts	Pass	Pass	Pass	Pass
Ruby-Collins, Inc.	0 pts	Pass	Pass	Pass	Pass

	Total	Administrative Review	Admin Review Addenda	Technical Review Qualification 00100	Technical Review Construction Forms
Supplier	**/ 0 pts**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**	**Pass/Fail**
SAK Construction, LLC	0 pts	Pass	Pass	Pass	Pass
Vortex Services, LLC	0 pts	Pass	Pass	Pass	Pass

	Technical Review Bid Forms 00200	Admin Financial Review	A - 26 Boulder Rock	A-1 - 26 Boulder Rock	B - 9 Pickford Drive
Supplier	**Pass/Fail**	**Pass/Fail**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***
Hinterland Group, Inc.	Pass	Pass	0 pts	70.37 pts ($53,736.00)	0 pts
Inliner Solutions, LLC	Pass	Pass	0 pts	100 pts ($37,812.00)	0 pts
Insituform Technologies USA, LLC	Pass	Pass	0 pts	0 pts	0 pts

	Technical Review Bid Forms 00200	Admin Financial Review	A - 26 Boulder Rock	A-1 - 26 Boulder Rock	B - 9 Pickford Drive
Supplier	**Pass/Fail**	**Pass/Fail**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***
LMR Construction, Inc.	Fail	Pass	0 pts	92.39 pts ($40,928.00)	0 pts
Nu-Pipe	Pass	Pass	0 pts	86.08 pts ($43,926.00)	0 pts
Ruby-Collins, Inc.	Pass	Pass	0 pts	0 pts	0 pts
SAK Construction, LLC	Pass	Pass	0 pts	52.12 pts ($72,552.00)	0 pts
Vortex Services, LLC	Pass	Pass	0 pts	36.07 pts ($104,827.80)	0 pts

	B-1 - 9 Pickford Drive	C - 43 & 67 Cimarron Drive	C-1 - 43 & 67 Cimarron Drive	D - 100 Webster Lane	D-1 - 100 Webster Lane
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
Hinterland Group, Inc.	75.67 pts ($42,351.00)	0 pts	63.17 pts ($26,355.00)	0 pts	79.46 pts ($49,563.00)

	B-1 - 9 Pickford Drive	C - 43 & 67 Cimarron Drive	C-1 - 43 & 67 Cimarron Drive	D - 100 Webster Lane	D-1 - 100 Webster Lane
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
Inliner Solutions, LLC	94.31 pts ($33,982.00)	0 pts	100 pts ($16,649.00)	0 pts	100 pts ($39,385.00)
Insituform Technologies USA, LLC	0 pts	0 pts	43.01 pts ($38,710.00)	0 pts	0 pts
LMR Construction, Inc.	100 pts ($32,048.00)	0 pts	95.15 pts ($17,497.50)	0 pts	96.14 pts ($40,966.00)
Nu-Pipe	96.6 pts ($33,175.05)	0 pts	78.85 pts ($21,113.50)	0 pts	97.94 pts ($40,214.60)
Ruby-Collins, Inc.	0 pts	0 pts	0 pts	0 pts	0 pts
SAK Construction, LLC	59.45 pts ($53,906.00)	0 pts	37.13 pts ($44,838.00)	0 pts	58.83 pts ($66,949.00)
Vortex Services, LLC	75.1 pts ($42,676.30)	0 pts	55.44 pts ($30,032.00)	0 pts	32.92 pts ($119,640.80)

	E - 66 Peppercorn Dr & 166 Pepperdine Dr	E-1 - 66 Peppercorn Dr & 166 Pepperdine Dr	F - Rolling Sands Drive	F-1 - Rolling Sands Drive	G - 3 Beech Place
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***
Hinterland Group, Inc.	0 pts	66.51 pts ($51,150.00)	0 pts	91.46 pts ($99,420.00)	0 pts
Inliner Solutions, LLC	0 pts	100 pts ($34,021.00)	0 pts	0 pts	0 pts
Insituform Technologies USA, LLC	0 pts	48.2 pts ($70,580.00)	0 pts	0 pts	0 pts
LMR Construction, Inc.	0 pts	94.07 pts ($36,165.00)	0 pts	0 pts	0 pts
Nu-Pipe	0 pts	67.44 pts ($50,443.50)	0 pts	100 pts ($90,926.50)	0 pts
Ruby-Collins, Inc.	0 pts	0 pts	0 pts	38.31 pts ($237,344.60)	0 pts
SAK Construction, LLC	0 pts	47.73 pts ($71,275.00)	0 pts	0 pts	0 pts

	E - 66 Peppercorn Dr & 166 Pepperdine Dr	E-1 - 66 Peppercorn Dr & 166 Pepperdine Dr	F - Rolling Sands Drive	F-1 - Rolling Sands Drive	G - 3 Beech Place
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***
Vortex Services, LLC	0 pts	60.33 pts ($56,395.00)	0 pts	0 pts	0 pts

	G-1 - 3 Beech Place	H - Ravenwood Drive	H-1 - Ravenwood Drive	I - Rae Drive	I-1 - Rae Drive
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
Hinterland Group, Inc.	72.47 pts ($38,520.00)	0 pts	63.66 pts ($369,000.00)	0 pts	52.98 pts ($292,200.00)
Inliner Solutions, LLC	100 pts ($27,915.00)	0 pts	91.12 pts ($257,790.00)	0 pts	69.91 pts ($221,432.00)
Insituform Technologies USA, LLC	0 pts	0 pts	0 pts	0 pts	0 pts

	G-1 - 3 Beech Place	H - Ravenwood Drive	H-1 - Ravenwood Drive	I - Rae Drive	I-1 - Rae Drive
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
LMR Construction, Inc.	96.89 pts ($28,812.00)	0 pts	0 pts	0 pts	0 pts
Nu-Pipe	88.51 pts ($31,539.80)	0 pts	100 pts ($234,899.90)	0 pts	100 pts ($154,795.50)
Ruby-Collins, Inc.	0 pts	0 pts	54.6 pts ($430,225.10)	0 pts	37.38 pts ($414,125.10)
SAK Construction, LLC	53.37 pts ($52,306.00)	0 pts	0 pts	0 pts	0 pts
Vortex Services, LLC	37.17 pts ($75,109.40)	0 pts	36.99 pts ($635,090.00)	0 pts	69.96 pts ($221,251.00)

	J - 89 Putter Drive	J-1 - 89 Putter Drive	K - 48 Barring Place	K-1 - 48 Barring Place	L - P-1
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***

	J - 89 Putter Drive	J-1 - 89 Putter Drive	K - 48 Barring Place	K-1 - 48 Barring Place	L - P-1
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***
Hinterland Group, Inc.	0 pts	41.04 pts ($40,890.00)	0 pts	76.21 pts ($58,561.00)	0 pts
Inliner Solutions, LLC	0 pts	100 pts ($16,780.00)	0 pts	91.84 pts ($48,593.00)	0 pts
Insituform Technologies USA, LLC	0 pts	40.48 pts ($41,450.00)	0 pts	0 pts	0 pts
LMR Construction, Inc.	0 pts	79.09 pts ($21,215.00)	0 pts	100 pts ($44,628.00)	0 pts
Nu-Pipe	0 pts	71.53 pts ($23,459.00)	0 pts	94.16 pts ($47,394.65)	0 pts
Ruby-Collins, Inc.	0 pts	0 pts	0 pts	0 pts	0 pts
SAK Construction, LLC	0 pts	34.21 pts ($49,050.00)	0 pts	54.24 pts ($82,277.00)	0 pts
Vortex Services, LLC	0 pts	29.23 pts ($57,414.00)	0 pts	33.22 pts ($134,350.30)	0 pts

	L-1 - P-1	M - 10 Ulysses Trail	M-1 - 10 Ulysses Trail	N - 27 Parkway Drive	N-1 - 27 Parkway Drive
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
Hinterland Group, Inc.	57.5 pts ($374,190.00)	0 pts	56.85 pts ($42,720.00)	0 pts	60.05 pts ($48,462.00)
Inliner Solutions, LLC	74.67 pts ($288,134.00)	0 pts	100 pts ($24,287.00)	0 pts	100 pts ($29,100.00)
Insituform Technologies USA, LLC	0 pts	0 pts	0 pts	0 pts	53.86 pts ($54,032.00)
LMR Construction, Inc.	0 pts	0 pts	0 pts	0 pts	0 pts
Nu-Pipe	100 pts ($215,149.80)	0 pts	98.78 pts ($24,586.00)	0 pts	73.27 pts ($39,714.20)
Ruby-Collins, Inc.	32.22 pts ($667,824.10)	0 pts	0 pts	0 pts	0 pts
SAK Construction, LLC	0 pts	0 pts	43.97 pts ($55,230.00)	0 pts	45.32 pts ($64,216.00)

	L-1 - P-1	M - 10 Ulysses Trail	M-1 - 10 Ulysses Trail	N - 27 Parkway Drive	N-1 - 27 Parkway Drive
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
Vortex Services, LLC	59.68 pts ($360,495.00)	0 pts	38.18 pts ($63,620.00)	0 pts	29.58 pts ($98,376.60)

	O - 10 Cardinal Court	O-1 - 10 Cardinal Court	P - 29 Farragut Drive	P-1 - 29 Farragut Drive	Q - 12 Fortress Place
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***
Hinterland Group, Inc.	0 pts	64.11 pts ($19,212.00)	0 pts	45.25 pts ($43,452.00)	0 pts
Inliner Solutions, LLC	0 pts	95.49 pts ($12,899.00)	0 pts	100 pts ($19,661.00)	0 pts
Insituform Technologies USA, LLC	0 pts	0 pts	0 pts	0 pts	0 pts
LMR Construction, Inc.	0 pts	0 pts	0 pts	0 pts	0 pts

	O - 10 Cardinal Court	O-1 - 10 Cardinal Court	P - 29 Farragut Drive	P-1 - 29 Farragut Drive	Q - 12 Fortress Place
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***
Nu-Pipe	0 pts	100 pts ($12,317.60)	0 pts	84.42 pts ($23,288.60)	0 pts
Ruby-Collins, Inc.	0 pts	0 pts	0 pts	0 pts	0 pts
SAK Construction, LLC	0 pts	29.92 pts ($41,164.00)	0 pts	35.16 pts ($55,912.00)	0 pts
Vortex Services, LLC	0 pts	22.03 pts ($55,921.00)	0 pts	63.01 pts ($31,201.80)	0 pts

	Q-1 - 12 Fortress Place	R - 2 Cole Way	R-1 - 2 Cole Way	S - 18 Clarendon Court N & 1 Charles Court	S-1 - 18 Clarendon Court N & 1 Charles Court
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
Hinterland Group, Inc.	72.73 pts ($48,170.00)	0 pts	59.85 pts ($32,217.00)	0 pts	58.53 pts ($48,696.00)
Inliner Solutions, LLC	100 pts ($35,035.00)	0 pts	100 pts ($19,282.00)	0 pts	100 pts ($28,501.00)

	Q-1 - 12 Fortress Place	R - 2 Cole Way	R-1 - 2 Cole Way	S - 18 Clarendon Court N & 1 Charles Court	S-1 - 18 Clarendon Court N & 1 Charles Court
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
Insituform Technologies USA, LLC	0 pts	0 pts	51.62 pts ($37,357.25)	0 pts	0 pts
LMR Construction, Inc.	0 pts	0 pts	0 pts	0 pts	0 pts
Nu-Pipe	88.82 pts ($39,447.00)	0 pts	72.34 pts ($26,653.75)	0 pts	63.45 pts ($44,917.30)
Ruby-Collins, Inc.	0 pts	0 pts	0 pts	0 pts	0 pts
SAK Construction, LLC	55.48 pts ($63,150.00)	0 pts	23.03 pts ($83,735.00)	0 pts	30.59 pts ($93,164.00)
Vortex Services, LLC	77.58 pts ($45,161.00)	0 pts	25.61 pts ($75,304.80)	0 pts	25.23 pts ($112,973.00)

	T - Seminole Woods L-4	T-1 - Seminole Woods L-4	U - Sesame Blvd	U-1 - Sesame Blvd	V - Belle Terre Blvd
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***
Hinterland Group, Inc.	0 pts	58.66 pts ($353,925.00)	0 pts	82.88 pts ($78,642.00)	0 pts
Inliner Solutions, LLC	0 pts	83.71 pts ($248,024.00)	0 pts	95.23 pts ($68,444.00)	0 pts
Insituform Technologies USA, LLC	0 pts	0 pts	0 pts	0 pts	0 pts
LMR Construction, Inc.	0 pts	0 pts	0 pts	0 pts	0 pts
Nu-Pipe	0 pts	100 pts ($207,626.90)	0 pts	100 pts ($65,181.90)	0 pts
Ruby-Collins, Inc.	0 pts	47.93 pts ($433,172.60)	0 pts	0 pts	0 pts
SAK Construction, LLC	0 pts	0 pts	0 pts	58.37 pts ($111,676.00)	0 pts

	T - Seminole Woods L-4	T-1 - Seminole Woods L-4	U - Sesame Blvd	U-1 - Sesame Blvd	V - Belle Terre Blvd
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***
Vortex Services, LLC	0 pts	70.92 pts ($292,755.50)	0 pts	81.72 pts ($79,765.80)	0 pts

	V-1 - Belle Terre Blvd	W - Royal Palms Parkway Locations	W-1 - Royal Palms Parkway Locations	X - Whiteview Parkway	X-1 - Whiteview Parkway
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
Hinterland Group, Inc.	42.69 pts ($149,910.00)	0 pts	65.28 pts ($298,348.00)	0 pts	55.48 pts ($379,050.00)
Inliner Solutions, LLC	100 pts ($63,994.00)	0 pts	71.6 pts ($271,986.00)	0 pts	74.08 pts ($283,866.00)
Insituform Technologies USA, LLC	0 pts	0 pts	0 pts	0 pts	0 pts

	V-1 - Belle Terre Blvd	W - Royal Palms Parkway Locations	W-1 - Royal Palms Parkway Locations	X - Whiteview Parkway	X-1 - Whiteview Parkway
Supplier	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
LMR Construction, Inc.	0 pts	0 pts	0 pts	0 pts	0 pts
Nu-Pipe	92.83 pts ($68,937.40)	0 pts	100 pts ($194,747.05)	0 pts	100 pts ($210,301.45)
Ruby-Collins, Inc.	19.2 pts ($333,303.20)	0 pts	0 pts	0 pts	51.34 pts ($409,592.10)
SAK Construction, LLC	61.84 pts ($103,483.00)	0 pts	53.35 pts ($365,055.00)	0 pts	0 pts
Vortex Services, LLC	52.64 pts ($121,563.20)	0 pts	72.84 pts ($267,374.00)	0 pts	52.84 pts ($397,966.00)

	Y - Matanzas Woods Parkway	Y-1 - Matanzas Woods Parkway	Z - Hargrove Grade	Z-1 - Hargrove Grade
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**

	Y - Matanzas Woods Parkway	Y-1 - Matanzas Woods Parkway	Z - Hargrove Grade	Z-1 - Hargrove Grade
Supplier	**/ 0 pts***	**/ 100 pts**	**/ 0 pts***	**/ 100 pts**
Hinterland Group, Inc.	0 pts	41.4 pts ($382,446.00)	0 pts	33.83 pts ($308,700.00)
Inliner Solutions, LLC	0 pts	67.23 pts ($235,520.00)	0 pts	84.75 pts ($123,228.00)
Insituform Technologies USA, LLC	0 pts	0 pts	0 pts	0 pts
LMR Construction, Inc.	0 pts	0 pts	0 pts	0 pts
Nu-Pipe	0 pts	100 pts ($158,334.95)	0 pts	100 pts ($104,431.95)
Ruby-Collins, Inc.	0 pts	26.19 pts ($604,593.60)	0 pts	29.2 pts ($357,612.60)
SAK Construction, LLC	0 pts	0 pts	0 pts	53.88 pts ($193,825.00)
Vortex Services, LLC	0 pts	56.46 pts ($280,413.80)	0 pts	28.89 pts ($361,510.00)

City of Palm Coast, Florida
Agenda Item

Agenda Date: December 1, 2026

Agenda Item:
G.3

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** $40,047.75 **Org/Account #** 21097011-063000 TR54419-60

Subject: RESOLUTION 2026-XX APPROVING AN AGREEMENT WITH VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION FOR A SEMINOLE WOODS BOULEVARD FEASIBILITY STUDY

Presenter: **Carl L Cote, Director of Stormwater and Engineering**

Attachments:

1. Resolution
2. Proposals
3. VFTPO Fees

Background:

The City submitted a grant application to the Volusia-Flagler Transportation Operation (VFTPO) which was approved and awarded to the City. The VFTPO will manage the project and procure a consultant to conduct a traffic operations and safety feasibility study. VFTPO subsequently selected VHB to perform the work.

The study will evaluate near and long-term improvements, including turn lanes, traffic signals, and roundabouts to improve safety, increase capacity, and reduce delays at the six intersections listed below along Seminole Woods Boulevard:

1. Seminole Woods Boulevard at Sloganeer Trail/Cascades Way (Access to Seminole Trace development) – Two-way Stop
2. Seminole Woods Boulevard at Sesame Boulevard South (Access to ICI Property) – Two-way Stop
3. Seminole Woods Boulevard at Sesame Boulevard North – Two-way Stop
4. Seminole Woods Boulevard at Grand Landings Parkway/Universal Trail – Two-way Stop
5. Seminole Woods Boulevard at Citation Boulevard – Two-way Stop
6. Seminole Woods Boulevard at Pinnacles Drive/Race Trac - Two-way Stop (City Request)

The VFTPO Resolution 2025-18 requires local governments to provide matching funds (10% of the total study cost) to complete feasibility studies for the projects they sponsor on non-state facilities.

The total to perform the Seminole Woods Boulevard Feasibility study is $110,082.50. City staff requested that an additional intersection be added to the study; Intersection 6 (Seminole Woods Boulevard at Pinnacles Drive/Race Trac). The VFTPO will fund $99,000 of the project cost and the City will fund the following:

· City's 10% match for the original study: $11,008.25
· Added scope for Intersection 6: $29,039.50
· Total requested authorization for City to Fund: $40,047.75

This item is to approve funding in the amount of $40,047.75 for the Seminole Woods Boulevard Feasibility Study. Funds for this study have been budgeted for in the FY 27 Transportation Impact Fund.

Source of Funds Worksheet –TR54419-60
Original Project String Budget: $150,000.00
Total Expended/Encumbered to Date:
Pending Work Orders.Contracts:
Current (WO/Contract): $40,047.75
Balance: $109,952.25

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING AN AGREEMENT WITH VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION FOR A SEMINOLE WOODS BOULEVARD FEASIBILITY STUDY

Seminole Woods Blvd Corridor Improvement Study

City Council: December 1, 2026

Project Area
Seminole Woods Blvd



Seminole Woods Blvd Corridor Improvement Study

- Placed on the Volusia Flagler TPO's list in FY 2024 to perform intersection evaluations throughout the city
- TPO provided $100,000 Funding for FY 2026 – 2027
- The following intersections are being evaluated with funding from the TPO (Cost $110,082.50):
  - Sloganeer Trail/Cascades Way (Access to Seminole Trace Development) at Seminole Woods Blvd
  - Sesame Blvd South (Access to ICI property) at Seminole Woods Blvd
  - Sesame Blvd North at Seminole Woods Blvd
  - Grand Landings Pkwy/Universal Trail at Seminole Woods Blvd
  - Citation Blvd at Seminole Woods Blvd
- The following was addition work requested by the city to be paid for directly by the City (Cost$29,039.50):
  - Pinnacles/Race Trac at Seminole Woods Blvd
  - Speed data to determine if the existing speed limit could be maintained or lowered
  - Evaluation of future corridor volumes to determine if or when Seminole would Blvd would need to be widened

Seminole Woods Blvd Corridor Improvement Study

- **Recommendations for approval:**

  - 10% match for the TPO funded study: $11,008.25
  - Additional work requested by City: $29,039.50
  - **Total: $40,047.75**

Questions?



RESOLUTION 2026-___
SEMINOLE WOODS BOULEVARD FEASIBILITY STUDY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING AN AGREEMENT WITH VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION FOR SEMINOLE WOODS BOULEVARD FEASIBILITY STUDY; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff is requesting approval of a 10% cost match and additional expenses for added scope of work related to a Seminole Woods Boulevard Feasibility study; and

WHEREAS, City Council desires to approve funding for the above-mentioned services for the City of Palm Coast.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF FUNDING. The City Council of the City of Palm Coast hereby approves an agreement with the Volusia-Flagler Transportation Operation for a 10% cost match and additional expenses for added scope of work related to a Seminole Woods Boulevard Feasibility study, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than

$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 1st day of December 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit “A” Agreement

November 2, 2026 FILE: SCHL-2026-06

Mr. Phong Nguyen, PTP
Interim and Deputy Director
Community Development Department
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Subject: Seminole Woods Boulevard Feasibility Study at Pinnacles Drive/Race Trac Drive

Dear Mr. Nguyen:

At the request of the City of Palm Coast, the Volusia-Flagler Transportation Planning Organization (VFTPO) has retained a consultant to prepare the following Traffic Operations and Safety Feasibility Study:

- Seminole Woods Boulevard at Pinnacles Drive/Race Trac Drive

The enclosed fee proposal from VHB estimates the total cost of the feasibility study to be $29,039.50. **The enclosed invoice is for $29,039.50.**

The invoice must be paid by the City of Palm Coast prior to the commencement of work on the feasibility study. Remittance is requested within 30 days to keep this project on schedule. Feel free to contact me should you have questions.

Sincerely,

Stephan C. Harris

Stephan C. Harris, AICP
Transportation Planner-Project Manager

Enclosures

cc: Colleen Nicoulin, Executive Director, Volusia-Flagler TPO
Mariel Lemke, Accounting Manager, Volusia-Flagler TPO

October 20, 2026

Ref: 64834.06

Volusia-Flagler Transportation Planning Organization
1540 Cornerstone Boulevard, Suite 240
Daytona Beach, FL 32117

Attn: Stephan Harris

Re: Feasibility Study for Intersection Improvements along Seminole Woods Boulevard

Dear Stephan,

We at Vanasse Hangen Brustlin, Inc. (VHB) are pleased to submit this task authorization request under our General Planning Consulting Services Contract. This scope of services has been prepared to provide the Volusia-Flagler Transportation Planning Organization (TPO) with a feasibility study for intersection improvements along Seminole Woods Boulevard from Sloganeer Trail/Cascades Way to Pinnacles Drive/RaceTrac, just south of SR 100. The objective of the study is to determine the feasibility of short-term improvements (e.g., exclusive turn lanes) and long-term intersection control improvements (traffic signal or roundabout), where warranted, at the study intersections listed below (see **Figure 1**) to improve capacity and safety and to reduce delays along Seminole Woods Boulevard:

1. Seminole Woods Boulevard at Sloganeer Trail/Cascades Way (Access to Seminole Trace development) – **Two-way Stop**
2. Seminole Woods Boulevard at Sesame Boulevard South (Access to ICI Property) – **Two-way Stop**
3. Seminole Woods Boulevard at Sesame Boulevard North – **Two-way Stop**
4. Seminole Woods Boulevard at Grand Landings Parkway/Universal Trail – **Two-way Stop**
5. Seminole Woods Boulevard at Citation Boulevard – **Two-way Stop**
6. Seminole Woods Boulevard at Pinnacles Drive/Race Trac - **Two-way Stop***

*Note: At the City's request, Intersection 6 (Seminole Woods Boulevard at Pinnacles Drive/Race Trac) has been added to the study. The Seminole Woods Boulevard at SR 100 intersection, which was included in the previous version of this scope, has been removed from the study because FDOT is developing short- to medium-term improvement alternatives for that intersection, which are anticipated to be available within four to six weeks. VHB will not develop or evaluate improvement alternatives at SR 100. However, because of its proximity to Intersection 6, the SR 100 signal will be included in the operational analysis of Intersection 6 (see Task 6). The City will provide the existing counts and analysis files from the recent FDOT study at SR 100, along with FDOT's short- to medium-term improvement alternatives for SR 100 once available, and VHB will use this information to evaluate Intersection 6 so that the recommended improvements at Intersection 6 are compatible with FDOT's planned improvements and the corridor operates at a satisfactory level of service. VHB will collect new

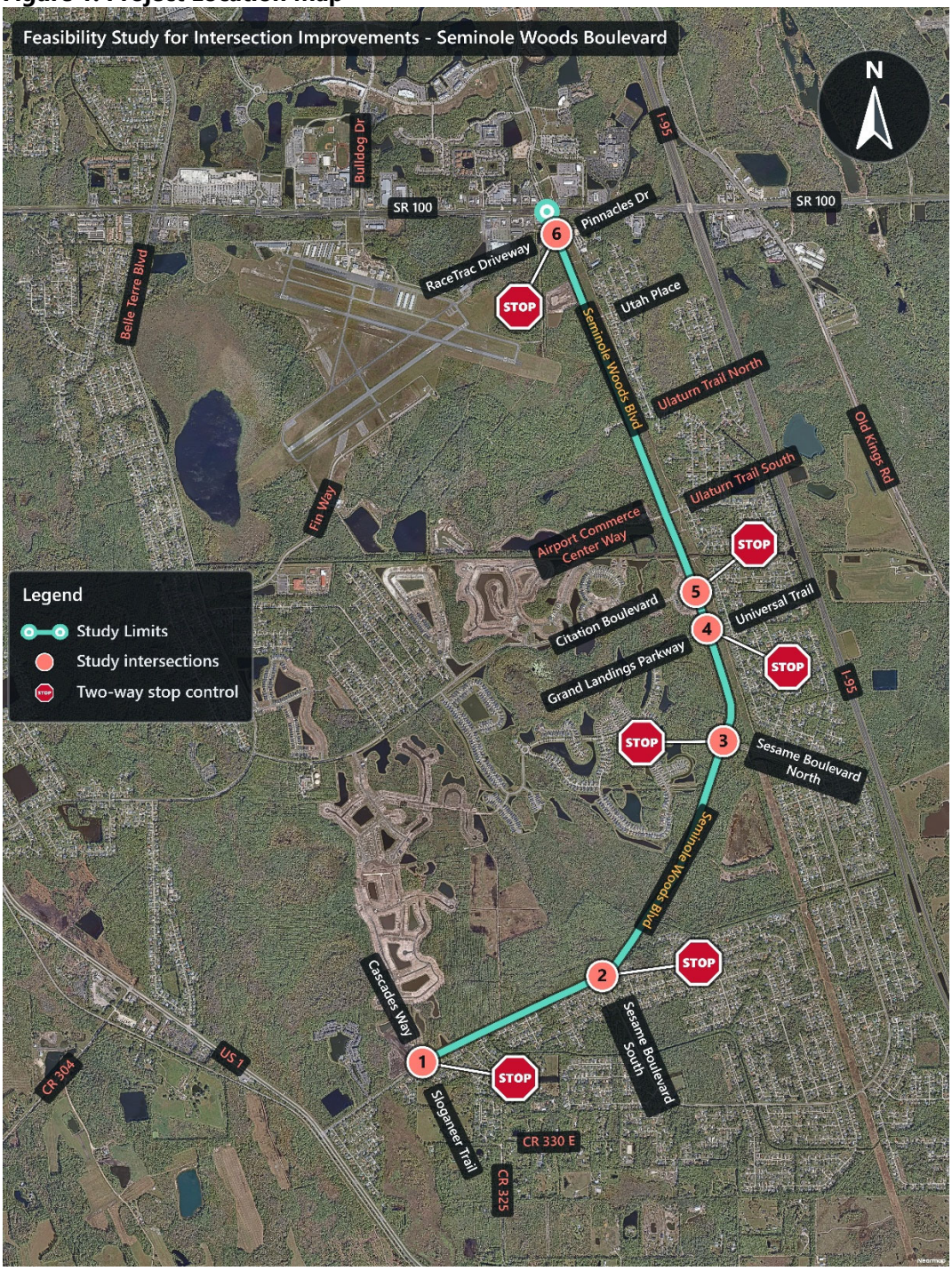
www.vhb.com

Engineers | Scientists | Planners | Designers

225 E. Robinson Street, Suite 300
Landmark Center Two
Orlando, Florida 32801
P 407.839.4006
F 407.839.4008

data for Intersection 6. For the stop-controlled study intersections (Intersections 1 through 6), the study will assess turn-lane improvements and the potential need for traffic signal or roundabout control under existing and future conditions. Where applicable, both short-term and long-term improvements will be evaluated and documented. For this scope, Volusia-Flagler TPO will be referred to as the Client and the respective tasks as the Project.

Figure 1: Project Location Map



SCOPE OF PROFESSIONAL SERVICES

Background

Seminole Woods Boulevard in the City of Palm Coast serves as a major residential corridor. It is a four-lane collector extending south from SR 100 to south of Grand Landings Parkway and a two-lane collector from that point to US 1. Study intersections 1 through 3 are located within the two-lane section. Based on the City of Palm Coast's March 2025 application for intersection improvements, as well as input received from the City and the Client, the study will evaluate the feasibility of turn lane improvements and intersection control modifications (traffic signal or roundabout) at the study intersections to increase roadway capacity, improve safety, and reduce delays.

Following pre-scoping meetings on September 24, October 1, and October 8, 2026, VHB coordinated with the City and TPO to finalize the study intersections and prepare this scope of services for evaluating the feasibility of proposed turn-lane and intersection control improvements. This scope has been revised to reflect subsequent coordination with FDOT regarding its planned short- to medium-term improvements at the SR 100 intersection, as described above. The study will include the following tasks:

Task 1: Roadway Counts

The city will provide the latest counts collected within the study area. VHB will summarize the counts and use them in the study as appropriate. These include the counts from the recent FDOT study at the Seminole Woods Boulevard at SR 100 intersection. Where City-provided counts were collected prior to 2026 or outside the school year, VHB will adjust them to typical existing (year 2026) conditions using FDOT seasonal factors and historical growth trends.

1. Link# 3325: Seminole Woods Boulevard from SR 100 to Ulaturn Trail
2. Link# 3300: Seminole Woods Boulevard from Ulaturn Trail to Citation Boulevard
3. Link# 3310: Seminole Woods Boulevard from Citation Boulevard to Sesame Boulevard
4. Link# 3305: Seminole Woods Boulevard from Sesame Boulevard to US 1
5. Link# 3320: Sesame Boulevard from Seminole Woods Boulevard to Terminus
6. Link# 3520: SR 100, west of Seminole Woods Boulevard
7. Link# 3515: SR 100, east of Seminole Woods Boulevard
8. Link# 4100: Town Center Boulevard, north of SR 100
9. Link# 3755: US 1, north of Seminole Woods Boulevard
10. Link# 235: US 1, south of Seminole Woods Boulevard

In addition to the above counts provided by the City, VHB will collect 24-hour volume counts at five locations and 48-hour classification/speed counts at two locations as mentioned below. The counts will be collected during a typical weekday traffic condition, preferably between Tuesday and Thursday (excluding holidays) while schools are in session. The counts will be summarized and used in the study. Speed data will be used to calculate the 85th-percentile speed and 10-mph pace for comparison with the existing posted speed limit along the study corridor.

24-hour Volume Count Locations

1. Sesame Boulevard North, east of Seminole Woods Boulevard
2. Grand Landings Parkway, west of Seminole Woods Boulevard
3. Universal Trail, east of Seminole Woods Boulevard
4. Citation Boulevard, west of Seminole Woods Boulevard

5. Pinnacles Drive/Race Trac, east of Seminole Woods Boulevard

48-hour Classification/Speed Count Locations

1. Seminole Woods Boulevard between Sesame Boulevard South and Sesame Boulevard North (4-lane segment)
2. Seminole Woods Boulevard between Ulaturn Trail North and Utah Place (2-lane segment)

Task 2: 8-Hour Vehicular, Pedestrian and Bicycle Turning Movement Count (TMC)

VHB will conduct 8-hour vehicular (including trucks), pedestrian, and bicycle TMCs at the following study intersections. The TMCs will be conducted during the eight highest-volume hours as determined from Task 1. The TMCs will be conducted while schools are in session and will be reported in 15-minute increments with hourly totals. The eight-hour TMC data will also be used for the traffic signal warrant analysis described in Task 7.

1. Seminole Woods Boulevard at Sloganeer Trail/Cascades Way (Access to Seminole Trace development)
2. Seminole Woods Boulevard at Sesame Boulevard South (Access to ICI Property)
3. Seminole Woods Boulevard at Sesame Boulevard North
4. Seminole Woods Boulevard at Grand Landings Parkway/Universal Trail
5. Seminole Woods Boulevard at Citation Boulevard
6. Seminole Woods Boulevard at Pinnacles Drive/Race Trac

Although SR 100 is no longer a study intersection, turning movement counts at Seminole Woods Boulevard at SR 100 are needed to model its interaction with Intersection 6. These counts will not be collected by VHB. Instead, VHB will use the turning movement counts (minimum of four hours, including the AM and PM peak periods) from the recent FDOT study at this intersection, as provided by the City. VHB will review these counts for collection date, duration, and completeness, adjust them to existing (year 2026) conditions as needed, and balance them with the counts collected at Pinnacles Drive/Race Trac (Intersection 6) and the other adjacent study intersections.

Task 3: Field Intersection Inventory (Condition Diagram)

VHB will conduct a field inventory and prepare a condition diagram for each of the study intersections. The condition diagrams will include roadway geometry, dimensions, traffic control devices, and other roadside elements that affect vehicular, pedestrian, and bicycle operations. The condition diagrams will be drawn to scale using CAD. The field inventory will also document available right-of-way (based on available City/County GIS and property appraiser data), drainage features, utilities, driveways, and other physical constraints that may affect the feasibility of turn lane, traffic signal, or roundabout improvements.

Task 4: Historical Crash Data Review

Crash records along Seminole Woods Boulevard from Sloganeer Trail/Cascades Way to Pinnacles Drive/RaceTrac, including the segment between Pinnacles Drive/RaceTrac and SR 100 (excluding the SR 100 intersection), during the most recent five-year period available at the time of the study will be extracted from Signal Four Analytics. VHB will summarize these crashes in both a crash diagram and a tabular format. VHB will evaluate the crash data and determine whether there is a history of pedestrian-, bicycle-, or vehicle-related crashes at study intersections. The crash data will also be used to evaluate the crash experience signal warrant as part of Task 7 and to identify crash types that may be correctable by the proposed improvements.

Task 5: Qualitative Assessment (QA)

A professional engineer will visit the study intersections during the peak-hour traffic period (while schools are in session). The purpose of this qualitative observation is to evaluate prevailing operating conditions and traffic flow patterns. VHB may identify other measures that would improve efficiency and safety. Traffic flow characteristics such as queue lengths, delays, conflicts, or any other operational constraints observed during the QA will be noted. VHB will investigate the Project through direct field observations, aerial photographs, and other appropriate means to gain a general understanding of the study intersections, their traffic operational characteristics, and the actual and/or potential safety and mobility issues at each intersection.

Task 6: Intersection Operational Analysis – Existing, Interim, and Long-term Conditions

The intersection operational analysis will be conducted for the following periods. The interim-year analyses are intended to identify when the recommended short-term improvements will no longer operate acceptably, and the long-term (year 2050) analysis is intended to identify the improvements needed to accommodate future traffic demand.

- Existing (year 2026)
- Interim years (as needed based on analysis)
- Long-term (year 2050)

The 2050 intersection traffic volumes will be developed using a recommended growth rate applied between the existing 2026 and future 2050 conditions. The recommended growth rate will be established based on a review of approved and planned developments at and near the study intersections, historical traffic trends using available FDOT traffic counts, Bureau of Economic and Business Research (BEBR) population estimates for Flagler County, socioeconomic (SE) data used in the TPO's 2050 LRTP, future-year traffic volumes and growth assumptions from the FDOT study at the SR 100 intersection (as provided by the City), and input from the City. The City will provide information on approved and planned developments and programmed roadway improvements within and surrounding the study area to support the development of the 2050 traffic volume forecasts.

Interim-year traffic volumes will be developed by linear interpolation between the existing year 2026 and the future year 2050 volumes. The interim-year analyses will be used to estimate the year in which each recommended short-term improvement (e.g., an exclusive turn lane at a stop-controlled intersection) reaches the end of its service life, defined as the year in which the intersection or a critical movement no longer meets the City's adopted level of service (LOS) target or the projected queues exceed the available storage. This year will define the transition from the short-term improvement to the long-term improvement.

The intersection operational analysis will be performed for the AM and PM peak hours for the existing year (2026) and long-term (year 2050) traffic conditions, as well as for the interim years. Synchro 12 software will be used to evaluate the stop-controlled study intersections, signalized alternatives, and the adjacent SR 100 signal, and SIDRA Intersection 10 software will be used to evaluate roundabout alternatives. The No-Build condition, the short-term improvement condition, and, where applicable, the long-term improvement condition will be evaluated for comparison. Based on the intersection analysis, VHB may recommend additional improvements that would improve operational efficiency and safety at the study intersections.

Intersection 6 (Pinnacles Drive/RaceTrac) and the SR 100 Signal: Because of the close spacing between Intersection 6 and the signalized SR 100 intersection, Intersection 6 will be analyzed as part of a Synchro network that includes the SR 100 intersection. The existing and future-year SR 100 analysis files from the FDOT study (provided by the City) will be used as the starting point; VHB will add Intersection 6 to the network and update the files for consistency with the volumes, analysis years, and assumptions used in this study. SR 100 will be modeled with its existing lane configuration and signal timing for the existing and No-Build conditions, and with FDOT's recommended short- to medium-term improvements for the improvement conditions. If FDOT provides more than one alternative, VHB will use the alternative(s) identified by the City, up to a maximum of two. Because the HCM stop-control methodology does not account for queue spillback from an adjacent signal, SimTraffic microsimulation will also be used to evaluate queuing and blocking between Intersection 6 and SR 100. Each improvement alternative at Intersection 6 (e.g., turn lanes, turn restrictions or access modifications, signalization, or a roundabout) will be evaluated for its effect on the SR 100 intersection, including any rerouted traffic, so that the recommended improvements at Intersection 6 are compatible with FDOT's planned improvements and the corridor operates at a satisfactory level of service. VHB will not develop or evaluate improvement alternatives at SR 100; where the analysis indicates that operations at SR 100 constrain Intersection 6, these findings will be documented to support the City's coordination with FDOT.

Roadway Capacity Check: Study intersections 1 through 3 (Sloganeer Trail/Cascades Way, Sesame Boulevard South, and Sesame Boulevard North) are located within the two-lane section of Seminole Woods Boulevard, which extends from south of Grand Landings Parkway to US 1. VHB will conduct a planning-level roadway capacity check of this section for the existing, interim-year, and long-term (year 2050) conditions to determine whether widening Seminole Woods Boulevard from two to four lanes between the end of the existing four-lane section and US 1 is needed and, if so, the approximate year in which widening would be needed. The capacity check will compare the annual average daily traffic (AADT) and peak-hour directional volumes, developed from the Task 1 counts and the growth rate(s) in Task 6, with the generalized service volumes in the latest FDOT Multimodal Quality/Level of Service (Q/LOS) Handbook and the City's adopted LOS standard.

The results of the capacity check will be used to inform the improvements at study intersections 1 through 3. If widening is needed within the analysis period, the intersection analyses and concepts at these intersections will account for the future four-lane section (e.g., the number of through lanes and the type and timing of intersection control) so that the short-term improvements are compatible with the future widening. The capacity check is limited to identifying the need for and timing of widening; a corridor widening study, typical section development, and widening cost estimates are not included in this scope.

Task 7: Traffic Signal Warrant Analysis and Roundabout Screening

For the stop-controlled study intersections, VHB will conduct a traffic signal warrant analysis in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the FDOT Manual on Uniform Traffic Studies (MUTS). The signal warrant analysis will be performed for the following conditions:

- **Existing conditions:** Using the eight-hour TMC data collected in Task 2 and the crash data reviewed in Task 4, to determine whether a traffic signal is warranted under existing (year 2026) conditions.

- **Existing conditions with short-term improvements:** To determine whether a signal would still be warranted after the recommended turn lane improvements are implemented (e.g., considering reductions in minor-street right-turn volumes where exclusive right-turn lanes are provided).
- **Interim-year and long-term conditions:** Using the volumes developed in Task 6, to estimate the year in which a traffic signal is expected to become warranted.

A roundabout will be evaluated only at intersections where a traffic signal is warranted under existing, interim-year, or long-term conditions. At those locations, VHB will conduct a planning-level roundabout feasibility screening that considers the approximate footprint (single-lane or multilane configuration and inscribed circle diameter), available right-of-way, adjacent driveways and access, operational performance, and pedestrian and bicycle accommodations. Where both a traffic signal and a roundabout are found to be feasible, both alternatives will be carried forward for comparison in Tasks 8 and 9.

At Intersection 6, the evaluation of a traffic signal or roundabout will also consider its proximity to the SR 100 signal, including signal spacing and progression along Seminole Woods Boulevard, queue interaction between the two intersections, and the applicable City and FDOT access management standards. If a change in intersection control at Intersection 6 is not feasible due to its proximity to SR 100, alternative treatments such as turn restrictions or access modifications will be evaluated.

Based on the results of Tasks 6 and 7, each study intersection will be categorized as requiring one of the following: (1) short-term improvements only (e.g., turn lanes) through the year 2050; (2) short-term improvements followed by a long-term change in intersection control (traffic signal or roundabout) in an identified future year; or (3) a change in intersection control under existing conditions. For intersections in category (2), both the short-term and long-term improvements will be carried forward into Tasks 8 and 9.

Task 8: Conceptual Diagrams & Improvement Costs

Conceptual diagrams of the recommended improvements will be developed for the study intersections. Where an intersection requires a short-term improvement (e.g., an exclusive left-turn lane) followed by a long-term change in intersection control (traffic signal or roundabout), separate short-term and long-term concepts will be developed. To the extent practicable, the short-term concept will be laid out to be compatible with the long-term improvement to minimize throwaway costs. The concepts will be developed in accordance with the design principles outlined in the latest Florida Department of Transportation (FDOT) Design Manual (FDM) and will avoid potential site constraints to the maximum extent practicable. Concepts will not be developed for the SR 100 intersection, as improvements at that intersection are being developed by FDOT. Where a recommended improvement at Intersection 6 depends on FDOT's planned improvements at SR 100, this will be noted on the concept.

As part of this analysis, VHB will provide a planning-level cost estimate for short-term and long-term Build alternative at each study intersection. The cost estimate will not include potential right-of-way costs and will include a current year total cost for this project. The Build alternatives will consider improvements (and associated costs) that would improve operational efficiency and safety at study intersections for all road users, including automobiles (cars and trucks), pedestrians, and bicycles. Costs for long-term improvements will also be escalated to the anticipated implementation year identified in Tasks 6 and 7. The Build alternatives will consider all appropriate pedestrian-related improvements at the study intersections.

Task 9: Benefit/Cost (B/C) Analysis

VHB will provide a benefit/cost (B/C) analysis for the recommended short-term and long-term improvements. The benefits will be defined in terms of reduced delays and fuel consumption resulting from the proposed improvements, as well as reduced crashes (safety benefits), and the costs will be defined by the planning-level cost estimates developed as part of Task 8. For Intersection 6, operational benefits will be calculated from the Synchro/SimTraffic network that includes the SR 100 intersection so that the effects of the Intersection 6 improvements on SR 100 operations are captured; no improvement costs will be included for SR 100.

Because the short-term and long-term improvements serve different analysis periods, the B/C analysis will be structured as follows:

- **Short-term improvements:** Benefits will be calculated from the anticipated opening year through the end of the improvement's service life, as determined from the interim-year analysis in Task 6 and the signal warrant analysis in Task 7.
- **Long-term improvements:** Benefits will be calculated from the year the long-term improvement is needed through the year 2050, and costs will be escalated to the anticipated implementation year.
- **Staged versus immediate implementation:** Where both short-term and long-term improvements are recommended, VHB will compare the combined B/C of the staged approach (short-term improvement followed by the long-term improvement) with the B/C of implementing the long-term improvement now, to help the Client determine whether the interim investment is cost-effective.
- **Change in intersection control needed now:** Benefits will be calculated from the anticipated opening year through the year 2050.

Safety benefits will also be calculated based on the expected reduction in crashes for each improvement, using the FDOT Safety Performance for Intersection Control Evaluation (SPICE) tool or available crash modification factors (CMFs) from the CMF Clearinghouse or the Highway Safety Manual (HSM). The crash data reviewed in Task 4 will be used as the baseline, and crash costs will be based on the latest FDOT crash cost values.

Annual operational and safety benefits for the years between analysis years will be interpolated, and all benefits and costs will be expressed in present-value terms using a discount rate of 4% based on FDOT's guidance.

Task 10: Coordination Meetings

VHB will participate in up to two coordination meetings to present the study findings and gather feedback. The first meeting will be held to discuss the recommended growth rate(s) that will be used to derive the year 2050 and interim-year traffic volumes. The second meeting will be held to discuss the roadway capacity check, signal warrant and roundabout screening results, the recommended short-term and long-term improvements, planning-level costs, and B/C results. The final report will incorporate changes based on this feedback.

Task 11: Project Report

VHB will document the results of the tasks described above in a report. An initial electronic (pdf) draft report will be submitted to the Volusia-Flagler TPO for review, comment, and approval before finalizing the report. The final deliverable will be an electronic (pdf) signed and sealed report containing all supporting documentation.

Period of Performance

VHB will complete the services described above and submit a draft report within 4 months from the time the notice to proceed is received from the Client. VHB will complete the final report within two weeks of receipt of the Client's comments. This schedule assumes that the City-provided data described above (the FDOT study counts and analysis files for SR 100, and information on approved and planned developments) will be received within two weeks of the notice to proceed, and that FDOT's short- to medium-term improvement alternatives for SR 100 will be provided to VHB before the start of the Task 6 operational analysis. If the FDOT alternatives are not available by then, the schedule for the Intersection 6 analysis will be adjusted accordingly.

We appreciate the opportunity to work with you on this project. Should you have any questions, please feel free to call me at (407) 839-4006.

Very truly yours,

Vanasse Hangen Brustlin, Inc.

Babuji Ambikapathy

Babuji Ambikapathy, P.E., AICP
Principal
Enclosures

AGENCY: Volusia Flagler Transportation Planning Organization
CONTRACT: 2024-GPC-VHB
TYPE PROJECT: Feasibility Study for Intersection Improvements
CONSULTANT NAME: Vanasse Hangen Brustlin, Inc.
CONSULTANT PHONE NO.: (407) 839-4006
VHB PROJECT NO.: 64834.06

PROJECT NAME: Seminole Woods Blvd Feasibility Study for Int. Improvements
Limit - From: Sloganeer Trail/Cascades Way
Limit - To: SR 100
County: Flagler

Project Mgr: Babuji Ambikapathy
Fax No.:

Seminole Woods Blvd - 5 Intersections (from Sloganeer Trail/Cascades Way to Citation Boulevard)

Task No.	Task Description	Principal In charge $ 303.00	Senior Engineer 1 $ 238.00	Engineer 2 $ 190.00	Engineer 1 $137.00	Engineering Intern $ 109.00	Transportation Data Technician $ 90.00	Graphic Designer $ 124.00	Total Hours by Task	Salary Cost by Task	Average Rate per Task
1	**24- Hour Volume Counts (5 locations and summarize data)**	0	0	0	0	3	14	0	17	$ 1,587.00	$ 93.35
2	**8-Hour Vehicular, Pedestrian and Bicycle Turning Movement Counts (5 intersections)**	0	0	0	0	5	40	0	45	$ 4,145.00	$ 92.11
3	**Field Intersection Inventory (Condition Diagram) - 5 intersections**	0	5	0	0	50	0	0	55	$ 6,640.00	$ 120.73
4	**Historical Crash Data Review**	0	4	0	10	30	0	0	44	$ 5,592.00	$ 127.09
5	**Qualitative Assessment**	0	2	20	0	0	0	0	22	$ 4,276.00	$ 194.36
6	**Intersection Operational Analysis – Existing, Interim & Long-term Conditions (5 intersections, AM/PM, 2026/interim/2050, No-Build, short- & long-term; roadway capacity check)**	4	12	24	0	56	0	0	96	$ 14,732.00	$ 153.46
7	**Traffic Signal Warrant Analysis & Roundabout Screening (5 stop-controlled intersections, 3 conditions each; roundabout screening at up to 3 intersections)**	2	4	20	12	40	0	0	78	$ 11,362.00	$ 145.67
8	**Conceptual Diagrams & Improvement Costs (5 intersections)**	4	30	68	80	16	0	0	198	$ 33,976.00	$ 171.60
9	**Benefit/Cost (B/C) Analysis (5 intersections)**	2	10	45	0	12	0	0	69	$ 12,844.00	$ 186.14
10	**Coordination Meetings (2 meetings)**	1	2.5	0	2.5	0	0	0	6	$ 1,240.50	$ 206.75
11	**Project Report (Draft & Final)**	4	10	25	10	16	0	18	83	$ 13,688.00	$ 164.92
	Sub Total	**17**	**79.5**	**202**	**114.5**	**228**	**54**	**18**	**713**	**$ 110,082.50**	**$ 154.39**

AGENCY: Volusia Flagler Transportation Planning Organization
CONTRACT: 2024-GPC-VHB
TYPE PROJECT: Feasibility Study for Intersection Improvements
CONSULTANT NAME: Vanasse Hangen Brustlin, Inc.
CONSULTANT PHONE NO.: (407) 839-4006
VHB PROJECT NO.: 64834.06

PROJECT NAME: Seminole Woods Blvd Feasibility Study for Int. Improvements
Limit - From: Sloganeer Trail/Cascades Way
Limit - To: SR 100
County: Flagler

Project Mgr: Babuji Ambikapathy
Fax No.:

Seminole Woods Blvd - 1 Intersection (Pinnacles Dr/RaceTrac)

Task No.	Task Description	Principal In charge $ 303.00	Senior Engineer 1 $ 238.00	Engineer 2 $ 190.00	Engineer 1 $137.00	Engineering Intern $ 109.00	Transportation Data Technician $ 90.00	Graphic Designer $ 124.00	Total Hours by Task	Salary Cost by Task	Average Rate per Task
1	**48-Hour Classification/Speed Counts (2 locations & summarize data)**	0	0	0	0	2	6	0	8	$ 758.00	$ 94.75
2	**8-Hour Vehicular, Pedestrian and Bicycle Turning Movement Counts (1 intersection)**	0	0	0	0	1	8	0	9	$ 829.00	$ 92.11
3	**Field Intersection Inventory (Condition Diagram) - 1 intersection**	0	1	0	0	4	0	0	5	$ 674.00	$ 134.80
4	**Historical Crash Data Review - 1 intersection**	0	2	0	5	15	0	0	22	$ 2,796.00	$ 127.09
5	**Qualitative Assessment - 1 intersection**	0	1	4	0	0	0	0	5	$ 998.00	$ 199.60
6	**Intersection Operational Analysis – Existing, Interim & Long-term Conditions (Existing AM/PM - 1 intersection, 2 intersections - interim/2050, No-Build, short- & long-term, SimTraffic analysis)**	2	6	8	0	20	0	0	36	$ 5,734.00	$ 159.28
7	**Traffic Signal Warrant Analysis (1 intersection)**	0	2	8	0	0	0	0	10	$ 1,996.00	$ 199.60
8	**Conceptual Diagrams & Improvement Costs**	2	4	10	18	6	0	0	40	$ 6,578.00	$ 164.45
9	**Benefit/Cost (B/C) Analysis**	2	2	10	0	4	0	0	18	$ 3,418.00	$ 189.89
10	**Coordination Meetings (2 meetings)**	1	1.5	0	1.5	0	0	0	4	$ 865.50	$ 216.38
11	**Project Report (Draft & Final)**	1	2	5	2	6	0	14	30	$ 4,393.00	$ 146.43
	Sub Total	**8**	**21.5**	**45**	**26.5**	**56**	**8**	**14**	**179**	**$ 29,039.50**	**$ 162.23**

Total Fee	**$ 139,122.00**

VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION
1540 Cornerstone Blvd.
Suite 240
Daytona Beach, Florida 32117
(386) 271-0249

INVOICE

Invoice: Palm Coast 100%
Date: November 02, 2026

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

Attention: Mr. Phong Nguyen PTP, Interim and Deputy Director
Community Development Department

DESCRIPTION	AMOUNT
100% required for Seminole Woods Blvd. Feasibility Study at Pinnacles Dr./Race Trac Total Project Cost $ 29,039.50	$ 29,039.50
TOTAL DUE	**$ 29,039.50**

Please make all checks payable to: **Volusia-Flagler Transportation Planning Organization**

If you have any questions concerning this invoice, call: Mariel Lemke, (386) 271-0249 ext. 3

VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION
1540 Cornerstone Blvd.
Suite 240
Daytona Beach, Florida 32117
(386) 271-0249

INVOICE

Invoice: Palm Coast 100%
Date: November 02, 2026

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

Attention: Mr. Phong Nguyen PTP, Interim and Deputy Director
Community Development Department

DESCRIPTION	AMOUNT
100% required for Seminole Woods Blvd. Feasibility Study at Pinnacles Dr./Race Trac Total Project Cost $ 29,039.50	$ 29,039.50
TOTAL DUE	**$ 29,039.50**

Please make all checks payable to: **Volusia-Flagler Transportation Planning Organization**

If you have any questions concerning this invoice, call: Mariel Lemke, (386) 271-0249 ext. 3

VOLUSIA FLAGLER TPO
TRANSPORTATION PLANNING ORGANIZATION

October 9, 2026 FILE: SCHL-2026-04

Mr. Phong Nguyen, PTP
Interim and Deputy Director
Community Development Department
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Subject: Seminole Woods Boulevard Feasibility Study from Sloganeer Trail to Citation Boulevard

Dear Mr. Nguyen:

At the request of the City of Palm Coast, the Volusia-Flagler Transportation Planning Organization (VFTPO) has retained a consultant to prepare the following Traffic Operations and Safety Feasibility Study:

- Seminole Woods Boulevard from Sloganeer Trail to Citation Boulevard (10% local match)

Volusia-Flagler TPO Resolution 2025-18 requires local governments to provide matching funds (10% of the total study cost) to complete feasibility studies for the projects they sponsor on non-state facilities. The enclosed fee proposal from VHB estimates the total cost of the Seminole Woods Boulevard feasibility study to be $110,082.50. **The enclosed invoice for $11,008.25 is the local match required for the feasibility study.**

The invoice must be paid by the City of Palm Coast prior to the commencement of work on the feasibility study. Remittance is requested within 30 days to keep this project on schedule. Feel free to contact me should you have questions.

Sincerely,

Stephan C. Harris, AICP
Transportation Planner-Project Manager

Enclosures

cc: Colleen Nicoulin, Executive Director, Volusia-Flagler TPO
Mariel Lemke, Accounting Manager, Volusia-Flagler TPO

City of Palm Coast, Florida
Agenda Item

Agenda Date: December 1, 2026 **Agenda Item:** L.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**
Subject: AGENDA WORKSHEET AND CALENDAR	
Presenter:	
Attachments: 1. Agenda Worksheet 2. Calendar	
Background:	
Recommended Action: **AGENDA WORKSHEET AND CALENDAR**	

	December 8, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	Animal Control Code	Mendez
Presentation	Commercial Hauling	Mancill
Presentation	WWTP1 Updates	Roche
Presentation	Policies and Procedures	Duffy
Presentation	CAD ILA	Berryhill
Presentation	Fire Assessment Fee Update	Berryhill
	December 15, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Resolution	GMP #3 for WWTP1	Roche
Presentation	FLC SEI Accredidation	FLC/Berryhill/Wilsey
Resolution	Contract with Commercial Brokerage Firm	Nguyen/Smith
Resolution	Purchase and Sale Agreement for 8.5 Acres - Whispering Pines	Smith/Nguyen
Resolution	Appropriations	McGlothlin
Resolution	CAD ILA	Berryhill
	Future	**PRESENTER**
Resolution	MOU - Co-location for PCFD and Flagler County Fire Rescue	Berryhill
Ordinance	Pile Burning	Berryhill
Presentation	Right-of-Way	Buckley
Resolution	Belle Terre / SR 100 Intersection Study	Castello
Resolution	Belle Terre / Seminole Woods Intersection Study	Castello
Resolution	Occupational Services	Fuller
Resolution	Belle Terre Park Master Plan Study	Gebo
Resolution	Wholesale Store Technical Site Plan	Hanson
Resolution	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingency	Kehoe/Crawford
Resolution	FY 26 Microsurfacing Contract	Kehoe/Gibson
Resolution	Soleta Lakes - Subdivision Master Plan	Lens
Resolution	Soleta Lakes - Land Exchange Agreement	Lens
Resolution	Publix Anchor - Matanzas Woods Pkwy Technical Site Plan Tier 2	Lens
Resolution	City-Wide Floodwise	Morales
Resolution	Saltwater Canal Design Status	Morales
Resolution	Ditch 10 / Graham Swamp Waterway Expansion - Design	Morales
Resolution	B-1, B-2, & B-3 (Pop offs for Bellaire Waterway) - Design	Morales
Resolution	Structure Repairs	Morales
Resolution	W-1 Weir Replacement & Upgrade - Design	Morales
Resolution	Interlocal Agreement TPO Urban Boundary Expansion	Nguyen
Resolution	Fee Schedule	Nguyen
Resolution	City Wide Landscape Architect Review Plan	Nguyen
Resolution	Wholesale Store Proportionate Share Agreement	Nguyen
Resolution	Purchase and Sale Agreement for 7.73 Acres of Land - Midway	Nguyen/Smith
Ordinance	Wholesale Store FLUM	Papa
Ordinance	Wholesale Store Rezoning	Papa
Ordinance	Whispering Pines FLUM	Papa
Ordinance	Whispering Pines Rezoning	Papa
Ordinance	Cornerstone at Seminole Woods (BJ's) FLUM	Papa
Ordinance	Cornerstone at Seminole Woods (BJ's) Rezoning	Papa
Resolution	Seminole Woods ICI ROW	Smith/Nguyen
Resolution	Kensington Right-of-Way Agreement	Smith/Nguyen
Resolution	Whispering Pines Vacation of ROW	Smith/Nguyen

Meeting Calendar for 12/1/2026 through 12/29/2026

12/1/2026
City Council Business Meeting
City Hall

12/8/2026
City Council Workshop
City Hall

12/15/2026
City Council Business Meeting
City Hall