



City of Palm Coast Agenda COUNCIL WORKSHOP

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

Tuesday, September 24, 2019

9:00 AM

CITY HALL

City Staff

Matthew Morton, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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

A CALL TO ORDER

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

D PUBLIC PARTICIPATION

E PRESENTATIONS

- 1 RESOLUTION 2019-XX APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE FIRST PHASE OF THE OLD KINGS ROAD WIDENING PROJECT**
- 2 RESOLUTION 2019-XX APPROVING A REPLACEMENT INTERLOCAL AGREEMENT FOR OLD KINGS ROAD WATER AND WASTEWATER SERVICES**
- 3 PRESENTATION-2019 STORMWATER BANK LOAN OPTIONS**

4 RESOLUTION 2019-XX APPROVING THE SELECTION OF PGIT AS THE PROVIDER OF INSURANCE COVERAGE

F WRITTEN ITEMS

5 RESOLUTION 2019-XX APPROVING AMENDMENTS TO THE HAZARD MITIGATION GRANT PROGRAM PUMP STATION GENERATORS AGREEMENTS WITH FLORIDA DIVISION OF EMERGENCY MANAGEMENT

6 RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH AWC, INC. FOR MANAGED SCADA SYSTEM IMPROVEMENTS FOR UTILITIES AND STORMWATER

7 RESOLUTION 2019-XX APPROVING PIGGYBACKING THE TOWN OF JUPITER CONTRACT WITH AMERICAN WATER CHEMICALS FOR THE PURCHASE OF ANTISCALANT AWC A-102 PLUS

8 RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITY WIDE SUVEYING AND MAPPING SERVICES

G PUBLIC PARTICIPATION

H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

9 PRESENTATION-AUGUST 2019 EMERGENCY PURCHASES

K ADJOURNMENT

10 CALENDAR/WORKSHEET

City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/24/2019

| | | | |
|--------------------------------|--|---------------------------|----------------|
| Department Item Key | Stormwater & Engineering | Amount Account | \$6,870,513.00 |
| Subject | RESOLUTION 2019-XX APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE FIRST PHASE OF THE OLD KINGS ROAD WIDENING PROJECT | | |
| Background : | <p>This project is a new facility project intended to connect two existing roads to serve as a major I-95 parallel facility and regional arterial. This project will provide additional capacity to assist during emergencies and evacuations. This 3.44 mile project provides for a four-lane divided urban arterial roadway with two 11-foot lanes in each direction, curb and gutter with a closed drainage system, a raised median, and an 8-foot wide sidewalk on both sides of the road. The proposed improvements consist of reconstruction and widening of the existing pavement in both directions to accommodate roadway improvements.</p> <p>The Florida Department of Transportation (FDOT) funded the design & right-of-way acquisition phases of this project. The Construction of the project will be completed in phases. The first phase of the construction project limits are from the southern intersection of Kingswood Drive to east of Kings Way Road. The project is approximately 0.661 miles.</p> <p>This Item is to approve a Florida Department of Transportation (FDOT) State-Funded Grant Agreement in the amount of \$6,870,513.00 for the construction and construction engineering and inspection for the first phase of the Old Kings Road Widening Project.</p> | | |
| Recommended Action : | Adopt Resolution 2019-XX approving a Florida Department of Transportation State-Funded Grant Agreement for the first phase of The Old Kings Road Widening Project | | |

RESOLUTION 2019-_____
FDOT STATE-FUNDED GRANT AGREEMENT
FOR THE OLD KINGS ROAD WIDENING – PHASE ONE PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A STATE-FUNDED GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION/CEI PHASE FOR THE OLD KINGS ROAD WIDENING – PHASE ONE PROJECT, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Palm Coast desire to facilitate the Old Kings Road Widening Project from the southern intersection of Kingswood Drive to east of Kings Way Road; the project is approximately 0.661 miles.; and

WHEREAS, the City of Palm Coast desires to facilitate the Right-of-Way Acquisition Phase of the Old Kings Road Widening project; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Palm Coast to execute and deliver to the State of Florida Department of Transportation, the State-Funded Grant Agreement for the aforementioned project, FPN 415964-3-54-01; and

WHEREAS, the City Council of Palm Coast desires to have a State-Funded Grant Agreement with the State of Florida Department of Transportation for the above referenced project.

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

SECTION 1. The City Council of the City of Palm Coast hereby approves the terms and conditions of a State-Funded Grant Agreement with State of Florida Department of Transportation, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict.

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this the 1st day of October 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – State-Funded Grant Agreement with Florida Department of Transportation

Approved as to form and legality

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

| | | |
|----------------------------|---|---|
| FPN: <u>415964-3-54-01</u> | Fund: <u>TRIP</u> Org Code: <u>55054010508</u> | FLAIR Category: <u>088717</u> FLAIR Obj: <u>751000</u> |
| FPN: <u>415964-3-54-01</u> | Fund: <u>TRWR</u> Org Code: <u>55054010508</u> | FLAIR Category: <u>088717</u> FLAIR Obj: <u>751000</u> |
| FPN: _____ | Fund: _____ Org Code: _____ | FLAIR Category: _____ FLAIR Obj: _____ |
| County No: <u>73</u> | Contract No: _____ | Vendor No: <u>F593614294006</u> |

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and the City of Palm Coast, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction and CEI Services for the Widening and Resurfacing of Old Kings Road, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before May 31, 2021. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$6,870,513.00 (Six Million Eight Hundred Seventy Thousand Five Hundred Thirteen Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$6,870,513.00 (Six Million Eight Hundred Seventy Thousand Five Hundred Thirteen Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 - If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of

the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
 - ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

- d. The Recipient shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: N/A

e. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: State Financial Assistance (Florida Single Audit Act)

Exhibit E: Recipient Resolution

*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way

*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): N/A

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF PALM COAST

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Loreen C. Bobo, P.E.

Title: _____

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

the City of Palm Coast (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description

PROJECT DESCRIPTION:

The project consists of the widening and resurfacing of Old Kings Road from a 2-lane undivided roadway to a 4-lane divided roadway with curb and gutter, raised curbed grass medians and 8-foot wide sidewalks. The proposed lane widths are 11 feet wide. The project limits are from the southern intersection of Kingswood Drive to east of Kings Way Road. The project is approximately 0.661 miles. The project is an off-system project with no impact on any on-system roads.

Improvements during roadway construction include: clearing and grubbing, removal of existing concrete, excavation, embankment, type B stabilization, optional base, asphalt construction, milling and resurfacing, signing and pavement markings, sodding, maintenance of traffic, traffic separator, curb and gutter, guardrail removal, detectable warning surfaces, gravity walls, end walls, pipe handrail, pedestrian/bicycle railing, lighting, landscaping, irrigation, reconstruction of concrete sidewalks (6 inch and 4 inch thick), mailbox relocations, and erosion control. Drainage modifications include installation of pipe culverts, manholes, inlets, mitered end sections, and regrading of swales. Improvements to the intersections at Old Kings Road and Palm Coast Parkway and Old Kings Road and Celico Way include installation of mast arms, traffic signals, pedestrian features, conduit, directional bore and installation of pull and splice boxes.

The contractor is responsible for coordination of all utility adjustments and relocations throughout the duration of the project. Additional right-of-way and easements were obtained.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Invoices, progress reports and other supporting documentation shall be submitted no more than monthly and no less than quarterly via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (bid opening) by January 30, 2020.
- b) Construction Duration of 274 days.
- c) Construction to be completed (final acceptance) by January 30, 2021.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is

subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The RECIPIENT is approved under the Rural Economic Development Initiative (REDI) program for a waiver of the required 50% local match of the Transportation Regional Incentive Program (TRIP) funding; however, the RECIPIENT agrees to bear all expenses in excess of the DEPARTMENT'S participation amount that are necessary to complete the Project.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the RECIPIENT will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

| | |
|--|--|
| RECIPIENT NAME & BILLING ADDRESS: City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164 | FINANCIAL PROJECT NUMBER: 415964-3-54-01 |
|--|--|

| I. PHASE OF WORK by Fiscal Year: | FY 2019-2020 | FY | FY | TOTAL |
|---|-------------------------------|-----------------------|-----------------------|-------------------------------|
| Design- Phase 34 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| Right of Way- Phase 44 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 | or % \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ 0.00 | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| Construction/CEI - Phase 54 | \$ 6,870,513.00 | \$ 0.00 | \$ 0.00 | \$6,870,513.00 |
| Maximum Department Participation - (<u>TRIP</u>) | N/A% or \$ 3,845,406.00 | N/A% or \$ 0.00 | N/A% or \$ 0.00 | N/A% or \$ 3,845,406.00 |
| Maximum Department Participation - (<u>TRWR</u>) | N/A% or \$ 3,025,107.00 | N/A% or \$ 0.00 | N/A% or \$ 0.00 | N/A% or \$ 3,025,107.00 |
| Maximum Department Participation - (<u>Insert Program Name</u>) | or % \$ | or % \$ | or % \$ | or % \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | N/A% or \$ 0.00 | N/A% or \$ 0.00 | N/A% or \$ 0.00 | N/A% or \$ 0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |

| Insert Phase and Number (if applicable) | | | | |
|--|----------------------------|----------------------------|----------------------------|---------------------------|
| Maximum Department Participation - (Insert Program Name) | \$ 0.00 or % \$ | \$ 0.00 or % \$ | \$ 0.00 or % \$ | \$0.00 or % \$ 0.00 |
| Maximum Department Participation - (Insert Program Name) | \$ 0.00 or % \$ | \$ 0.00 or % \$ | \$ 0.00 or % \$ | \$0.00 or % \$ 0.00 |
| Maximum Department Participation - (Insert Program Name) | \$ 0.00 or % \$ | \$ 0.00 or % \$ | \$ 0.00 or % \$ | \$0.00 or % \$ 0.00 |
| Local Participation (Any applicable waiver noted in Exhibit "A") | \$ 0.00 or % \$ 0.00 | \$ 0.00 or % \$ 0.00 | \$ 0.00 or % \$ 0.00 | \$0.00 or % \$0.00 |
| In-Kind Contribution | \$ | \$ | \$ | \$ 0.00 |
| Cash | \$ | \$ | \$ | \$ 0.00 |
| Combination In-Kind/Cash | \$ | \$ | \$ | \$ 0.00 |
| II. TOTAL PROJECT COST: | | | | |
| | \$6,870,513.00 | \$0.00 | \$0.00 | \$6,870,513.00 |

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik
District Grant Manager Name

Signature Date

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and the CITY OF PALM COAST

PROJECT DESCRIPTION: Construction and CEI Services for the Widening of Old Kings Road.

FPID#: 415964-3-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL: Name: _____

Date: _____

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Insert Program Name, Insert CSFA Number

***Award Amount:** \$6,870,513.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.



OLD KINGS ROAD North Widening

**Project Status Update
September 24, 2019**

FDOT DEVELOPMENT PROCESS



PROJECT LIMITS



PALM COAST PARKWAY

FOREST GROVE DR

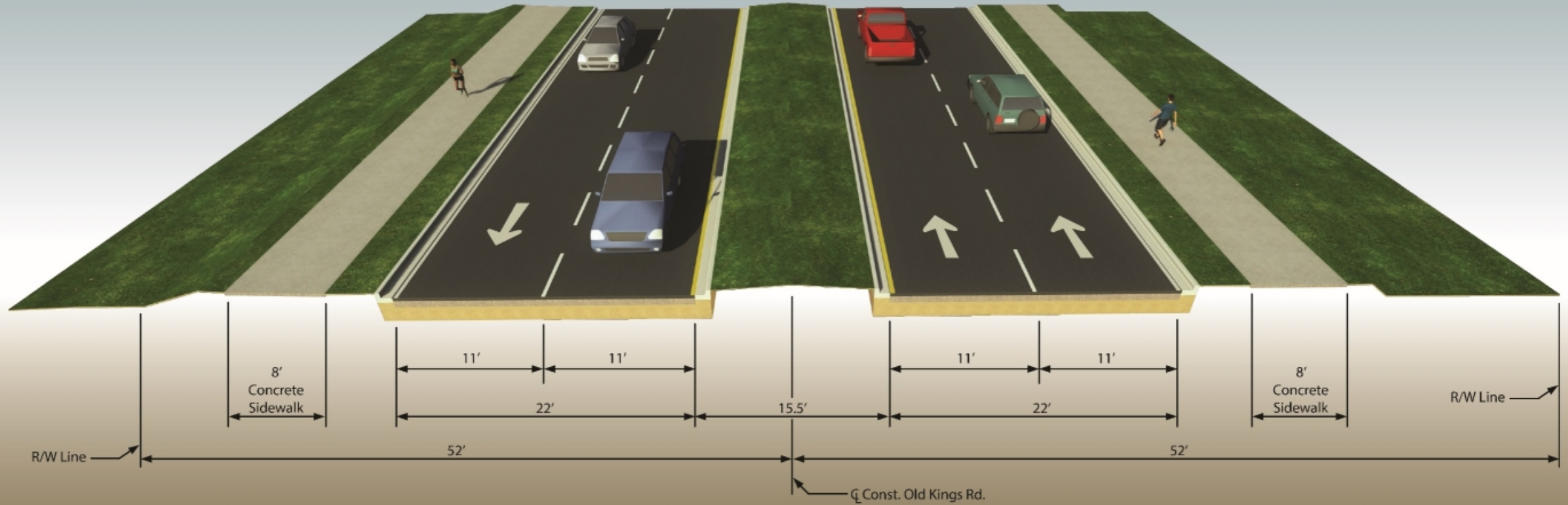
Phase One

OLD KINGS ROAD
WERNING PROJECT
© 2014 PALM COAST FLORIDA

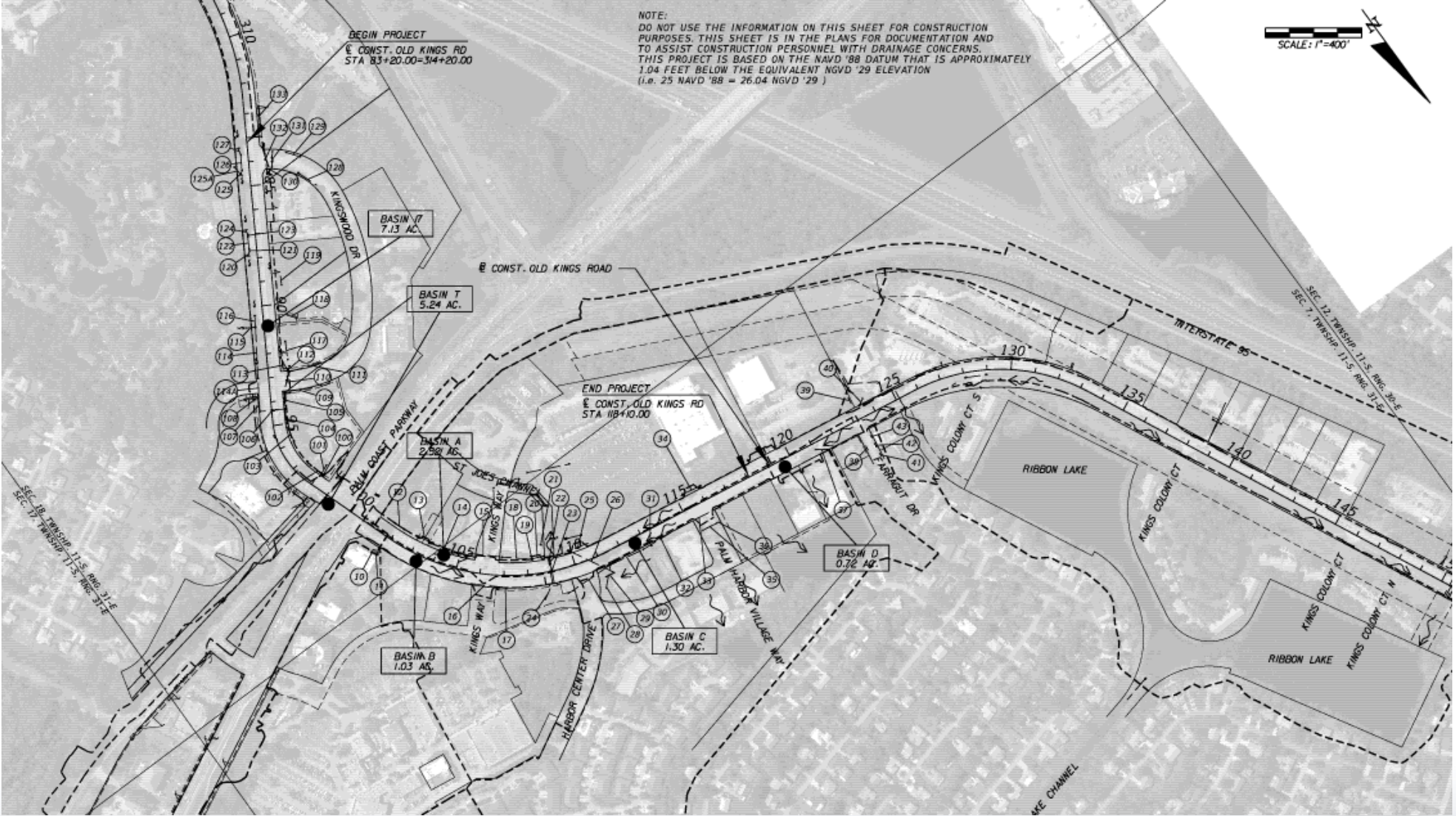
BACKGROUND

- Approximately 3.5 miles
- Modify roadway from a 2-lane roadway to a 4-lane divided roadway
- Modify and add limited turn lanes
- Provide 8' wide paths on both sides of road
- Continuous street lighting
- Replace existing strain pole traffic signal with a new mast arm

TYPICAL SECTION



PROJECT LIMITS – PHASE ONE



CONSTRUCTION PHASE

➤ COST ESTIMATE

- Construction - Roadway: \$6,481,981.55
- Construction – Water/Wastewater/Reclaim: \$350,000.00
- Construction – Fiber: \$160,000
- Construction Engineering & Inspection (CEI): \$337,551.25
- Construction Administration: \$175,000.00
- Contingency: \$878,480.20

TOTAL ESTIMATED COST: \$8,220,513.00

➤ FUNDING

- FDOT State Funded Grant Agreement: \$6,870,513.00
- Transportation Impact Fee Fund: \$1,000,000.00
- Utility Capital Fund: \$350,000.00

COUNCIL ACTION

- Approve FDOT State Funded Grant Agreement: \$6,870,513.00

NEXT STEPS – PHASE ONE CONSTRUCTION

➤ PRELIMINARY SCHEDULE:

- October 2019: FDOT Execution of FDOT State Funded Grant Agreement
- November 2019 - January 2020: Bidding for CEI & Construction
- February 2020: FDOT Concurrence & Council Approval
- May 2020 – January 2021: Construction
- March 2021: Project Close-Out

Questions?



City of Palm Coast, Florida Agenda Item

Agenda Date : 09/24/2019

| | | |
|--|--|----------------|
| Department | CITY CLERK | Amount |
| Item Key | 7108 | Account |
| | | # |
| Subject | RESOLUTION 2019-XX APPROVING A REPLACEMENT INTERLOCAL AGREEMENT FOR OLD KINGS ROAD WATER AND WASTEWATER SERVICES | |
| Background : | | |
| <p>In January 2007, the City of Palm Coast, the City of Flagler Beach and Flagler County entered into an agreement to resolve any issues the three local governments may have had over how best to provide future water and wastewater services in the areas south of State Road 100 along Old Kings Road and along John Anderson Highway. It was decided and agreed that the area along Old Kings Road south of the Palm Coast city limits (aka Old Kings Road Service Area) would be served by Flagler County. It was also agreed, to avoid competition over the source of water and take advantage of economies of scale, Flagler County would not expand their existing water treatment facility beyond its current capacity but rather purchase bulk water from the Palm Coast system at such time as necessary to provide for growth in the area. In order to provide bulk water to the County, the City agreed to construct a water line to serve the area. Shortly after the agreement was finalized, the economy took a downturn and anticipated development did not occur.</p> <p>Last year, the City of Palm Coast and Flagler County were approached by property owners along in the Old Kings Road Service Area with potential plans for future development. As such, the City and the County entered into a Interlocal Agreement in January 2019 that laid the foundation to develop a cooperative effort to provide a regional approach to address water and sewer service along Old Kings Road South to properties in the City and in unincorporated County and to effectuate the terms of the 2007 agreement. This agreement provided that the parties would could continue to work together and enter into a future Interlocal Agreement within 6 months.</p> <p>Since that time, the County has determined that it no longer desires to be a consecutive utility system and prefers that the City be the direct utility provider to the unincorporated areas. All of the parties, including the property owners, agree that this arrangement is the most logical and efficient method to provide utility services in this area. The County and City have developed the proposed Replacement Interlocal Agreement for Old Kings Road Water and Wastewater Services to effectuate this new arrangement.</p> <p>The proposed Replacement Interlocal Agreement provides for the construction of the utility systems by the City with funding for the provided by the property owners seeking service to offset the costs of extending the wastewater system. By providing utility service, the City and County will aid economic development and capital investment in the area, expand the City and County's tax base, eliminate smaller package or inefficient utility plants which will improve wastewater treatment and hence the environment, ensure proper fire protection, ensure an orderly development pattern, and improve cooperation between the City, the County and the private sector.</p> | | |

Specifically, the proposed Replacement Interlocal Agreement:

- Provides for the City to design, finance, and construction the utility systems using contributions from the property owners;
- Provides that the County consents to the City providing utility services within the County current jurisdiction;
- Provides that the City will not require annexation of the unincorporated areas in this area;
- Provides that the City and County will cooperate on development projects in this area;
- Provides that the City will fulfill its obligation to construct a water line as required in the Settlement Agreement, which will resolve outstanding issues raised by the County in its conflict resolution initiation;
- Provides that the City intends to provide water and wastewater service to Eagles Lakes and, if served, assume the commitments made by the County to Eagle Lakes;
- Provides that the County will transfer the value of those commitments to the City, or in lieu of payment, transfer real property; and
- Provides that the County will transfer (3) three parcels, which would be used by the Utility Department for future infrastructure development and/or economic development uses.

City staff are concurrently working with the property owners on the final design of the utility systems. In addition, the property owners will be required to enter into utility agreements with the City within one year of the effective date of the agreement, which will outline their financial commitments to the project.

Recommended Action :

ADOPT RESOLUTION 2019-XX APPROVING A REPLACEMENT INTERLOCAL AGREEMENT FOR OLD KINGS ROAD WATER AND WASTEWATER SERVICES

RESOLUTION 2019-____
REPLACEMENT INTERLOCAL AGREEMENT
FOR WATER AND WASTEWATER SERVICES
OLD KINGS ROAD SOUTH

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

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

WHEREAS, the Parties entered into the Flagler County/City of Palm Coast Interlocal Agreement for Water and Wastewater Services on December 10, 2018 (“**Original Interlocal Agreement**”) recorded in Flagler County Official Records OR Book 2323, Page 1563, to facilitate a regional approach to address water and sewer service along Old Kings Road to properties located in the City of Palm Coast and unincorporated Flagler County as depicted and described in **Exhibit “A”** attached hereto (“**OKR Service Area**”); and

WHEREAS, on June 3rd, 2019, the Parties amended the Original Interlocal Agreement in the First Amendment to the Flagler County/City of Palm Coast Interlocal Agreement for Old Kings Road Water and Wastewater Service (“**First Amendment**”) to amend Section 4 to extend the time for entering into the future interlocal agreement to October 8, 2019; and

WHEREAS, this Interlocal Agreement is intended to terminate and replace, in its entirety, the Original Interlocal Agreement as contemplated by Section 4 of the Original Interlocal Agreement.

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

SECTION 1. APPROVAL OF THE REPLACEMENT INTERLOCAL AGREEMENT. The City Council hereby approves the terms and conditions of the

replacement Interlocal Agreement with Flagler County for water and wastewater services in the south Old Kings Road area, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1ST day of October 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality:

William E. Reischmann, Jr.
City Attorney

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

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

WITNESSETH:

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

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

WHEREAS, the Parties entered into the Flagler County/City of Palm Coast Interlocal Agreement for Water and Wastewater Services on December 10, 2018 (“Original Interlocal Agreement”) recorded in Flagler County Official Records OR Book 2323, Page 1563, to facilitate a regional approach to address water and sewer service along Old Kings Road to properties located in the City of Palm Coast and unincorporated Flagler County as depicted and described in **Exhibit “A”** attached hereto (“OKR Service Area”); and

WHEREAS, on June 3rd, 2019, the Parties amended the Original Interlocal Agreement in the First Amendment to the Flagler County/City of Palm Coast Interlocal Agreement for Old Kings Road Water and Wastewater Service (“First Amendment”) to amend Section 4 to extend the time for entering into the future interlocal agreement to

October 8, 2019; and

WHEREAS, this Interlocal Agreement is intended to terminate and replace, in its entirety, the Original Interlocal Agreement as contemplated by Section 4 of the Original Interlocal Agreement; and

WHEREAS, the County has indicated that it will not be extending utility services to the OKR Service Area; and

WHEREAS, the Settlement Agreement entered into between the City and the County recorded on April 11, 2007, Instrument Number 2007017229, in the Public Records of Flagler County, Florida ("**Settlement Agreement**") outlines the utility service areas for each entity and prohibits either party from providing utility services within the other's service area unless express consent is given; and

WHEREAS, as per the terms of the Settlement Agreement the County consents to the City providing water and wastewater services to the portion of the OKR Service Area located within the jurisdictional boundaries of Flagler County, as shown on Exhibit "A"; and

WHEREAS, this Interlocal Agreement also serves as a subsequent agreement to the Settlement Agreement, as per Section 5.1 of the Settlement Agreement, to provide efficient and cost effective utility service to the public and is binding on all Parties going forward;

WHEREAS, this regional effort is intended to facilitate the construction of the Utilities Systems generally described in this Interlocal Agreement and in Exhibit "B" attached hereto, and the provision of wastewater and potable water services ("Utility Services") to property owners within the OKR Service Area; and

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

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

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

SECTION 2. THE UTILITY SYSTEMS AND AGREEMENTS. The City shall design, finance, construct and operate the Utility Systems, which include the Old Kings Water Main, the Old Kings Road Sewer Force Main, a Wastewater Master Pump Station and related appurtenances, to serve all property owners in the OKR Service Area, as listed in Exhibit "A" ("Property Owners"), using contributions from said Property Owners. The City's ability to design, finance, construct and operate the Utility Systems is dependent upon the following:

- a. The City receiving the required amount of contributions from the Property Owners within the OKR Service Area to cover the entire cost of design, finance and construction of the Utility Systems; and
- b. The Property Owners entering into utility agreements with the City.

The Property Owners agreeing to contribute to the Utility Systems are listed in Exhibit "A". The utility agreements between the City and the Property Owners will delineate each Property Owners' required contributions to the costs of the design and construction of the Utility Systems. Each property owner within the OKR Service Area must sign a utility agreement with the City within one year of the Effective Date of this Interlocal Agreement. In the event the property owners fail to enter into a utility agreement with the City within that timeframe, the City, at its option, may terminate this Interlocal Agreement and it shall be without further effect on either Party, except as provided in Sections 3 and 5. The City shall keep the County apprised of the foregoing efforts to allow the Parties to address any contingencies in a timely manner.

SECTION 3. COUNTY SERVICE AREA CONSENT. The City and County agree that the property shown in Exhibit "A" located within Flagler County is under the existing utility service area of the County as per the Settlement Agreement. By virtue of this

Agreement, the County irrevocably consents to the City providing water and wastewater service to the properties shown in Exhibit "A" that are within the County's current jurisdiction. The County's consent to the City cannot be revoked at any time, including upon termination of this Agreement. As per Section 5.1 of the Settlement Agreement, the replacement agreement herein shall act as a subsequent agreement to the Settlement Agreement, to provide efficient and cost effective utility service to the public.

SECTION 4. JOINT PLANNING AREA WITH NO ANNEXATION REQUIREMENT. The City agrees to provide water and wastewater service to the property listed in Exhibit "A" without requiring these properties to annex into the City of Palm Coast. However, the City and County understand the importance of development coordination and ensuring aesthetically pleasing development in this area of the County. To that end, the Parties agree to cooperate on any building/site plan development approvals for developments within the area depicted on Exhibit "A".

Such cooperation shall consist of the non-jurisdictional party's review and comment on submitted development plans, however with ultimate approval and permitting authority being vested in the jurisdictional permitting authority. In addition, each party agrees to make staff available on an as needed basis to help coordinate and provide input on any differences in the Parties' land development regulations for internal City and County joint planning and development projects in this area. Additionally, the County agrees to obligate property owners within the OKR Service Area to connect to the City's Utility Services as part of its development review and permitting process.

SECTION 5. WATER LINE EXTENSION. The City agrees to construct an expansion of its water system and fulfill its obligation under Section 5.2 of the Settlement Agreement entered into between the City and the County recorded on April 11, 2007, Instrument Number 2007017229, in the Public Records of Flagler County, Florida, by constructing a 12" looping water main extending to the City's southerly boundary at Old Kings Road. This water line is depicted in Exhibit B. This Section will survive termination of this Agreement, and resolves all issues raised by the County in the County's initiation of conflict resolution with the City under Chapter 164, Flagler County Resolution 2018-31

that pertain to the application of Sections 5.1, 5.2, 5.3 and 6.1 of the Settlement Agreement to the OKR Service Area and the Airport Commons property.

SECTION 6. CAPACITY COMMITMENT TO EAGLE LAKES. The City intends to provide water and wastewater service to the property known as “Eagle Lakes”, as indicated on Exhibit “A”. The Eagle Lakes property received impact fee credits from the County for 181 units for water and wastewater system improvements. At this time, the County is still committed to serve 177 of the 181 units. Should the City ultimately serve the Eagle Lakes property, the City agrees to assume the committed Eagle Lakes capacity to meet the County’s outstanding utility service obligation. The County will transfer the then current value of the Eagle Lakes impact fees to the City in the form of cash, transfer of real property or other capital contribution. Should the County choose to transfer the impact fee value in the form of real property, it must be completed pursuant to Section 7 of this Agreement.

SECTION 7. TRANSFER OF REAL PROPERTY. The Parties have identified three properties owned by the County, described in Exhibit “C” attached hereto (“**Transfer Properties**”) that could be transferred to the City, in lieu of a cash payment, for the Eagle Lakes committed capacity. The Parties anticipate the value of the Transfer Properties to be approximately the same amount as the prepaid Eagle Lakes impact fees.

If the Parties determine to proceed with the property transfer, it shall occur in the following manner:

(A) The City will have 30 days from execution of this Interlocal Agreement for due diligence to review title to the Transfer Properties, obtain surveys, conduct environmental and any other testing requested by the City, and any other review to determine the feasibility of the Transfer Property to meet the City’s utility or other needs.

(B) Within 90 days of execution of this Interlocal Agreement and after the due diligence period in subsection A has expired, the County shall convey by County Deed pursuant Section 125.411, Florida Statutes, Property #2 and Property #3 to the City to partially offset a portion of the committed capacity for Eagle Lakes. The conveyance to the City by the County must be made free and clear of any deed restrictions. Property #3

is located within the Town Center Community Development Area and the City shall reimburse the County for all assessments paid on the property since the County's acquisition in 2017. The City shall pay the County at the time of and as a condition of property conveyance. Future assessments, if any, shall not be the responsibility of the County and the City shall hold the County harmless therefrom.

(C) Upon connection of Eagle Lakes to the Utility Systems, the County shall convey by County Deed pursuant Section 125.411, Florida Statutes, free and clear of any deed restrictions, Property #1 to the City to offset the remainder of the committed capacity for Eagle Lakes. Any utility infrastructure remaining on the site after the existing package plant is decommissioned may be disassembled and moved offsite by the County or may be transferred to the City via bill of sale at the sole determination of the County.

(D) The City is responsible for preparing all closing documents and all costs associated therewith, including all costs associated with the appraisal, survey, title search, etc.

(F) Should the City fail to construct the Utility System or fail to provide water or wastewater service to Eagle Lakes, the City shall convey the Transfer Properties back to the County or the City shall pay back to the County the value of the Transfer Properties, provided, however, that after January 1, 2020 this provision will be null and void.

SECTION 8. TERM. This Agreement will terminate the earlier of: 1) December 31, 2024 (subject to renewal by mutual agreement); or 2) when all the Parties' responsibilities have been fulfilled, the Utility System is constructed, the Utility Agreements have been executed, and the committed impact fees have been paid or the Transfer Property has been conveyed, subject to Section 2's automatic termination. In the event of termination, a notice of termination shall be executed by both Parties and recorded in the public records.

SECTION 9. NOTICES.

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

CITY OF PALM COAST

City of Palm Coast

FLAGLER COUNTY

Flagler County

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

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

With a copy to:

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

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

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

SECTION 10. BINDING EFFECT.

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

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

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

SECTION 11. PUBLIC RECORDS. The Parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and the *Constitution of the State of Florida* and which have been made or received by the Parties in conjunction with this Agreement.

SECTION 12. INTERPRETATION/APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern this Agreement. No remedy herein conferred upon any party is intended to be exclusive of any other remedy existing at law or in equity or by statute. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults. In any action brought by either party for the

enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

SECTION 13. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written approval of the other.

SECTION 14. CAPTIONS. Section captions contained in this Agreement are provided for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 15. EXHIBITS. All exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

SECTION 16. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the complete, integrated and entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements, contracts or understandings, whether oral or written, between the Parties all of which, if any, have been integrated herein. This Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all Parties to this Agreement.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, successors and assigns as set forth herein.

SECTION 18. TIME. Time is of the essence in this Agreement and of each provision herein.

SECTION 19. SEVERABILITY. If any one or more of the covenants or provisions

of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement; provided, however, that the public interest in the terms set forth herein is not substantially adversely impacted.

SECTION 20. EFFECTIVE DATE. This Agreement shall take effect on the date that this Agreement is recorded with the Clerk of the Circuit Court.

SECTION 21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

THIS SPACE LEFT INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW

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

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia A. Smith, City Clerk

BY: Milissa Holland, Mayor

Date: _____

Approved as to form and legality.

William E. Reischmann, Jr., City Attorney

DRAFT

ATTEST:

FLAGLER COUNTY

Tom Bexly
Clerk of the Circuit Court and Comptroller

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

Date: _____

Approved as to form and legality.

Al Hadeed, County Attorney

DRAFT

Exhibit “A”
OKR Service Area

DRAFT

Exhibit "A"

List of Property Owners and OKR Service Area Map

Property Owners List

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

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

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

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

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

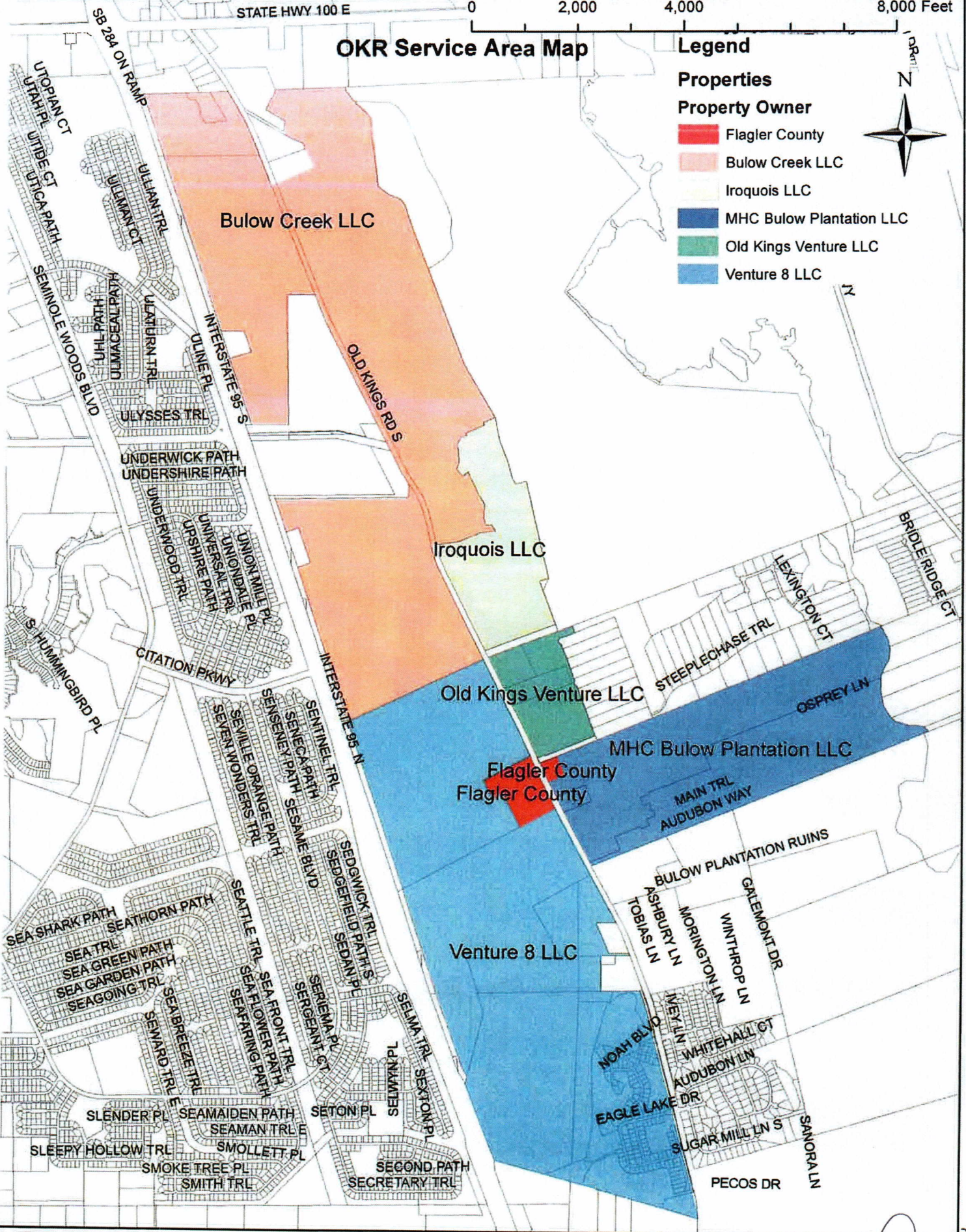
OKR Service Area Map

Legend

Properties

Property Owner

- Flagler County
- Bulow Creek LLC
- Iroquois LLC
- MHC Bulow Plantation LLC
- Old Kings Venture LLC
- Venture 8 LLC



55

Exhibit “B”
Utility Services

DRAFT

OLD KINGS ROAD SOUTH UTILITY PLAN SCHEMATIC



0 1,000 2,000 4,000 Feet

Legend

- Existing City Sewer Force Main
- Existing City Potable Water Main

Pipes

- Proposed 16" sewer force main
- · - Proposed 12" potable water main

Eagle Lakes

- Existing Potable Water Main
- Existing Sewer FM
- Proposed Sewer FM

Connect to existing 16" sewer force main

Connect to existing 12" potable water

STATE HWY 100

OLD KINGS RD S

SEMINOLE WOODS BLVD

1395

CITATION PKWY

Connect to existing 12" potable water

16" Sewer Force Main

12" Potable Water Main

Property #1

Property #2

Proposed 6" Sewer FM

Existing 10" Potable Water & Existing 6" Sewer FM

Eagle Lakes existing improved subdivision

Exhibit "C"
Transfer Property

Property #1- 3410 Old Kings Road South, Parcel ID 27-12-31-0000-01010-0010

Property #2- 3333 Old Kings Road South, Parcel ID 38-12-31-0000-04050-0031

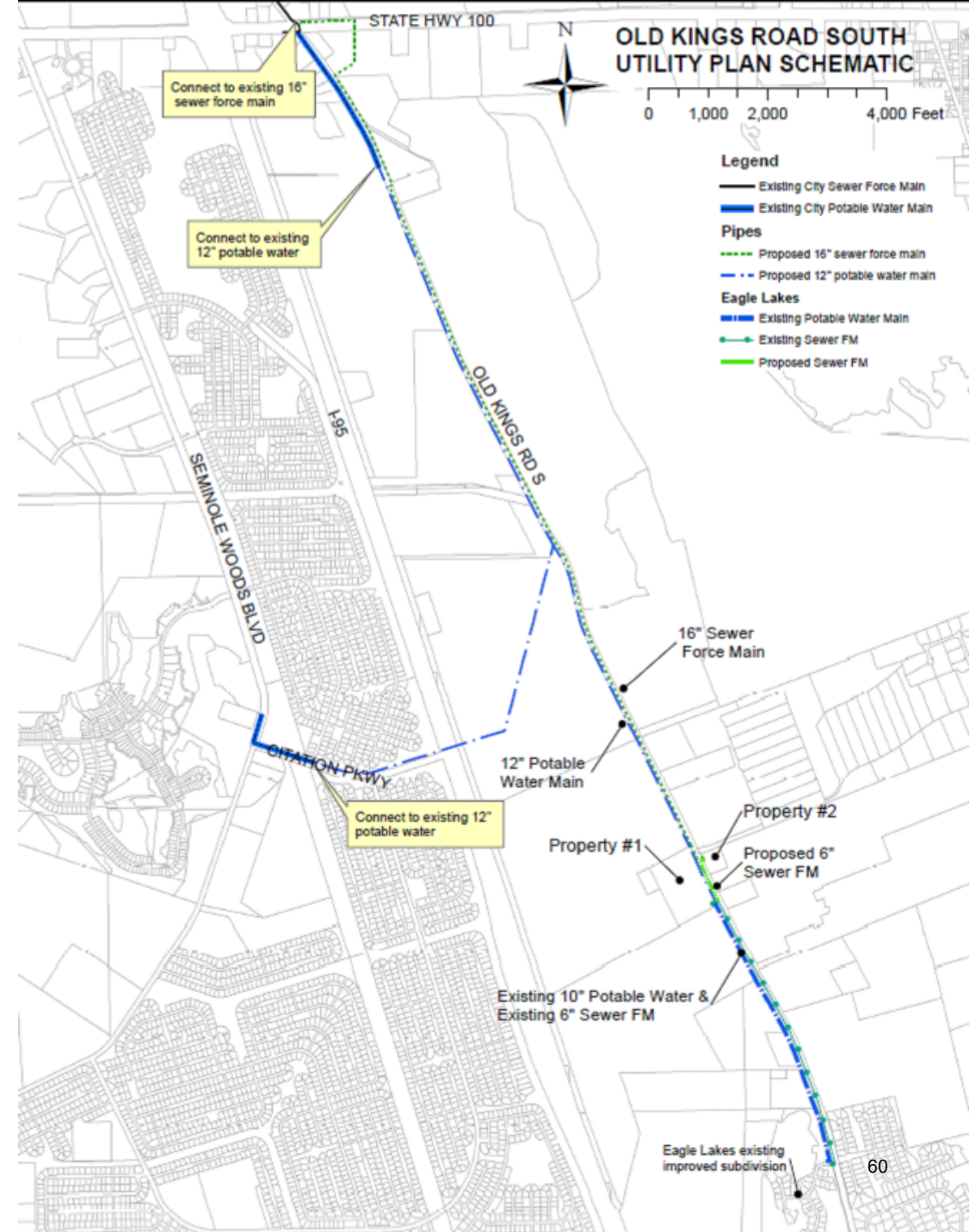
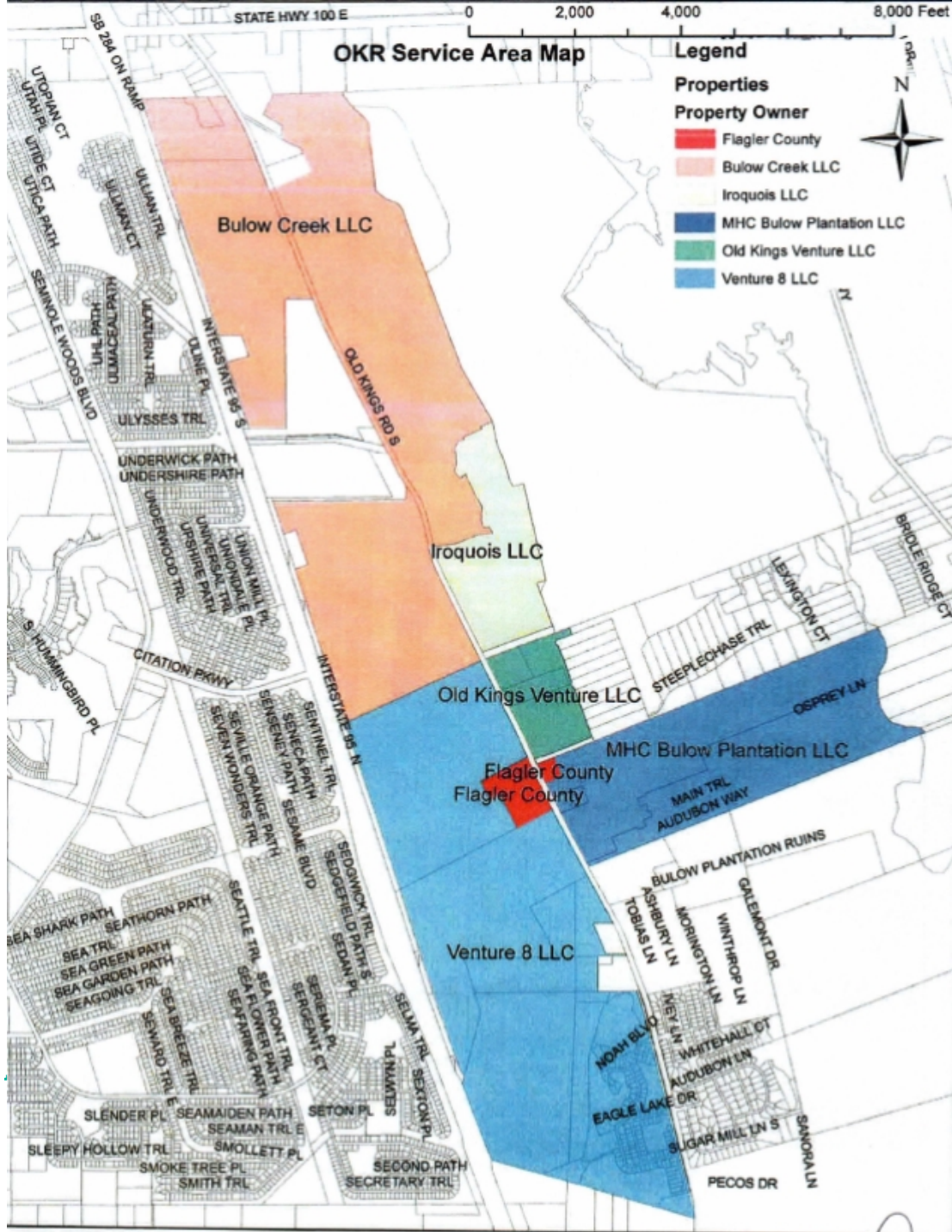
Property #3- Palm Coast 32164, Town Center Property, Parcel ID 05-12-31-0650-00A0-0013

DRAFT

Interlocal Agreement OKR Water & Sewer Services

Utility Department





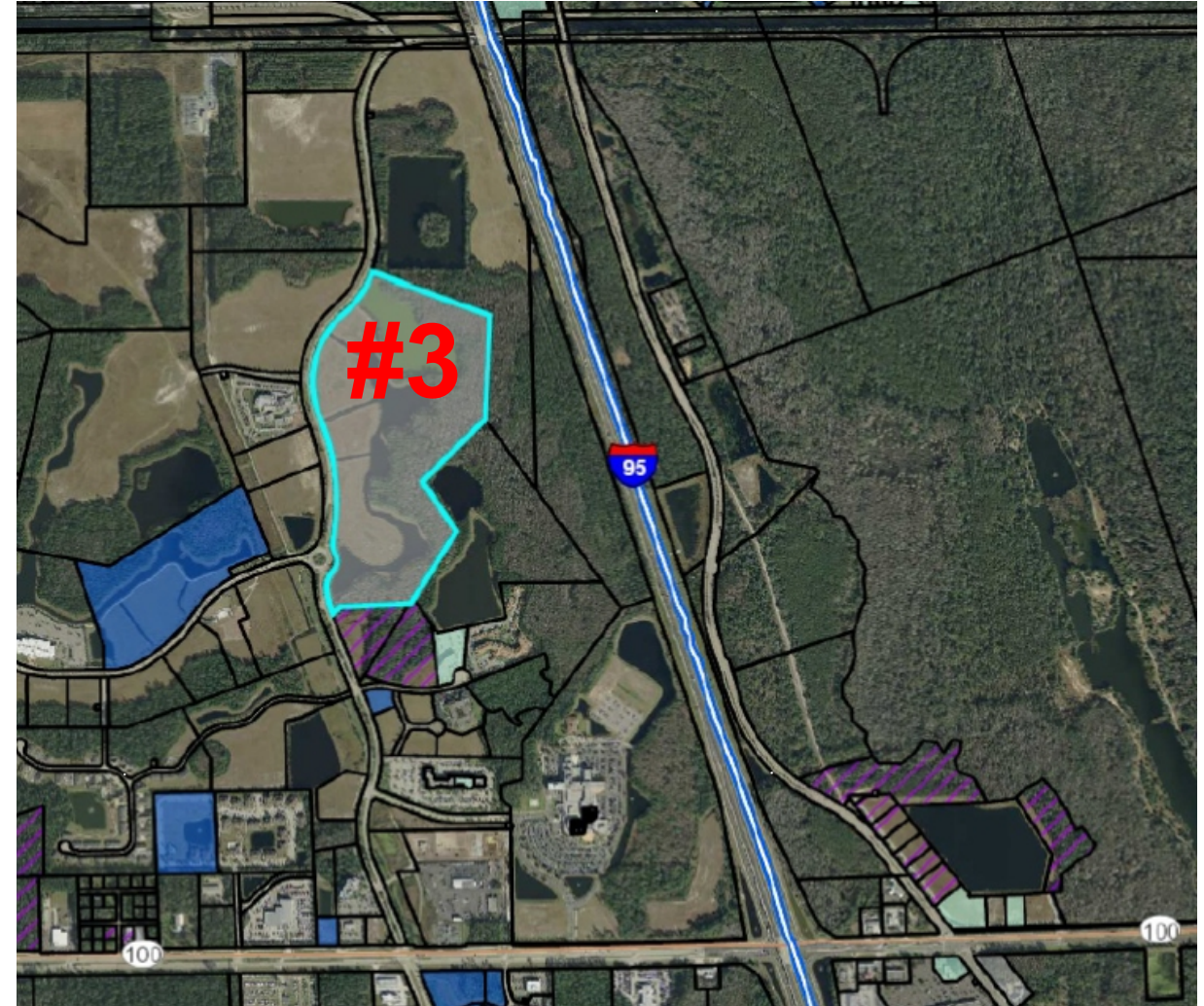
Key Agreement Points



- City to design, finance, and construct the utility systems using private
- County consents to the City providing utility services
- City will not require annexation of the unincorporated areas in this area
- City and County will cooperate on development projects in this area
- City will construct a water line as required in the Settlement Agreement, resolving outstanding conflict resolution issues
- City intends to provide water and wastewater service to Eagles Lakes and, if served, assume the commitments made by the County to Eagle Lakes
- County will transfer the value of those commitments to the City, or in lieu of payment, transfer real property
 - County will transfer (3) three parcels in lieu of payment



Exchange Parcels



THANK YOU

Discussion?



City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/24/2019

| | |
|---|----------------|
| Department FINANCE | Amount |
| Item Key | Account |
| Subject PRESENTATION-2019 SERIES STORMWATER BANK LOAN OPTIONS | |
| Background : On September 18, 2018, City Council approved the rate resolution as outlined in the 2018 Stormwater Rate Study to adopt an accelerated plan for expediting Stormwater rehabilitation and improvement projects, to include debt funded projects. On September 17, 2019, City Council approved a resolution for the reimbursement of certain capital expenditures with proceeds of capital expenditures with proceeds of future tax-exempt financing for the accelerated Stormwater program. City Staff has worked with the City's financial advisor, Mark Galvin of Hilltop Securities, to finalize a Fiscal Year 2020 loan to support the debt funded projects included within the accelerated Stormwater program. Mr. Galvin will present to the City Council regarding the Financing Stormwater Revenue Notes RFP including bank loan options and recommendations. | |
| Recommended Action : For presentation only | |
| The presentation for this item will be attached on Friday, September 20. | |

City of Palm Coast, Florida
Stormwater Revenue Note, Series 2019
Proposal Responses
September 18, 2019

| Bank: | Branch Banking & Trust Company | CenterState Bank, N.A. | Pinnacle Public Finance | Sterling National Bank |
|---|--|--|--|--|
| Size | Total Not-to-Exceed: \$5,375,000 Series 2019A - \$1,239,000 Series 2019B - \$4,109,000 | Total Not-to-Exceed: \$5,375,000 Series 2019A - \$1,239,000 Series 2019B - \$4,109,000 | Total Not-to-Exceed: \$5,375,000 Series 2019A - \$1,239,000 Series 2019B - \$4,109,000 | Total Not-to-Exceed: \$5,375,000 Series 2019A - \$1,239,000 Series 2019B - \$4,109,000 |
| Final Maturity | Series 2019A - 10/1/2029 Series 2019B - 10/1/2039 | Series 2019A - 10/1/2029 Series 2019B - 10/1/2039 | Series 2019A - 10/1/2029 Series 2019B - 10/1/2039 | Series 2019A - 10/1/2029 Series 2019B - 10/1/2039 |
| Tax Status | Tax Exempt - Bank Qualified | Tax Exempt - Bank Qualified | Tax Exempt - Bank Qualified | Tax Exempt - Bank Qualified |
| Prepayment Penalty | Yes | No | Yes | Yes |
| Fixed Rate | Series 2019A - 2.21% Series 2019B - 2.71% | Series 2019A - 2.37% Series 2019B - 2.48% | Series 2019A - 2.30% Series 2019B - 3.02% | Series 2019A - 2.19% Series 2019B - 2.58% |
| Annual Debt Service | 10/1/2020 to 10/1/2029 - \$410,000 10/1/2030 to 10/1/2039 - \$270,000 | 10/1/2020 to 10/1/2029 - \$405,000 10/1/2030 to 10/1/2039 - \$264,000 | 10/1/2020 to 10/1/2029 - \$418,000 10/1/2030 to 10/1/2039 - \$277,000 | 10/1/2020 to 10/1/2029 - \$406,000 10/1/2030 to 10/1/2039 - \$267,000 |
| Total Debt Service | \$6,772,424 | \$6,667,865 | \$6,933,609 | \$6,706,211 |
| Date Rate held until | Held until November 4, 2019 | Held through October 18, 2019 | Held through October 18, 2019 | Held through October 18, 2019 |
| Bank Fees, including Legal and commitment fee: | \$7,500 | \$6,000 | \$5,000 | \$7,500 |



Primary Contacts:

Mark P. Galvin

Managing Director

450 S. Orange Avenue, Suite 460

Orlando, FL 32801

(407) 426-9611

mark.galvin@hilltopsecurities.com

Angela Singleton

Vice President

450 S. Orange Avenue, Suite 460

Orlando, FL 32801

(407) 426-9611

angela.singleton@hilltopsecurities.com

Stormwater System Revenue Note, Series 2019

Summary of Proposals

September 24, 2019

CITY OF PALM COAST, FLORIDA

Stormwater Revenue Notes, Series 2019 - Request for Proposals

- On August 30, 2019 Hilltop Securities issued a Request for Proposals (“RFP”) to financial institutions to finance Stormwater Improvements
- Equipment and Projects to be financed:
 - Equipment to be financed over 10 years – Series 2019A: \$1.2M
 - Ditch Maintenance Equipment
 - Spray Equipment (Ditches)
 - Projects to be financed over 20 years – Series 2019B: \$4.1M
 - K-6 Weir Replacement (Smith Trail)
 - Drainage Improvement - R Section
 - Pipe Inspections & Lining
 - Ditch & Pipe Rehab & Renewal
 - Belle Terre Blvd Pipe Replacement
 - Concrete Lined Ditch (F-section)
 - Drainage Improvement Projects
- Goals:
 - Not-to-exceed amount of \$5,375,000
 - Fixed interest rate locked in for the full 20 years
 - Ability to prepay the loan at anytime without penalty

Stormwater Revenue Notes, Series 2019 - Request for Proposals

- On September 18, 2019 the City received six (6) proposals :
 - BB&T
 - CenterState Bank
 - JP Morgan
 - Pinnacle Public Finance
 - Regions Equipment Finance Corporation
 - Sterling National Bank

Summary of Proposals

| | Branch Banking & Trust | CenterState Bank | Pinnacle Public Finance | Sterling National Bank |
|-----------------------------------|--|--|--|--|
| Par Amount (Not-to-Exceed) | \$5,375,000 | \$5,375,000 | \$5,375,000 | \$5,375,000 |
| Interest Rate | Series 2019A: 2.21% Series 2019B: 2.71% | Series 2019A: 2.37% Series 2019B: 2.48% | Series 2019A: 2.30% Series 2019B: 3.02% | Series 2019A: 2.19% Series 2019B: 2.58% |
| Bank Fee | \$7,500 | \$6,000 | \$5,000 | \$7,500 |
| All-in TIC⁽¹⁾ | 2.77% | 2.59% | 3.05% | 2.66% |
| Prepayment Penalty | Yes | No | Yes | Yes |
| Locked in | Yes | Yes | Yes | Yes |
| Total Debt Service | \$6,772,424 | \$6,667,865 | \$6,933,609 | \$6,706,211 |

Notes:

(1) All-in TIC includes interest rate plus Bank fees

- Preliminary and subject to change.

- The JP Morgan and Regions proposals did not provide a fixed rate for the 20 year term of the loan as requested in the RFP

Recommendation

- CenterState Bank proposal has the lowest overall debt service
- The fixed interest rate is locked in for life of the financing
- Provides the ability to prepay the loan at anytime without penalty
- Estimated Annual Debt Service is approximately \$405,000 for the 1st 10 years and \$264,000 for the remaining term

General Disclosure

This communication is intended for issuers for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product or service. Financial transactions may be dependent upon many factors such as, but not limited to, interest rate trends, tax rates, supply, change in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of such changes in such assumptions may be material and could affect the projected results. Any outcome or result Hilltop Securities Inc. ("HilltopSecurities"), or any of its employees, may have achieved on behalf of our clients in previous matters does not necessarily indicate similar results can be obtained in the future for current or potential clients. HilltopSecurities makes no claim the use of this communication will assure a successful outcome. This communication is intended for institutional use only. For additional information, comments or questions, please contact HilltopSecurities.

City of Palm Coast, Florida Agenda Item

Agenda Date : 09/24/2019

| | | |
|--|--|----------------|
| Department | CITY CLERK | Amount |
| Item Key | 7103 | Account |
| | | # |
| Subject | RESOLUTION 2019-XX APPROVING THE SELECTION OF PGIT AS THE PROVIDER OF INSURANCE COVERAGE | |
| <p>Background : <u>UPDATE FROM THE SEPTEMBER 17, 2019 BUSINESS MEETING.</u> City Manager and legal requested additional time to review the proposed contracts from Brown and Brown as well as PGIT's proposed contract.</p> <p><u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 17, 2019 BUSINESS MEETING</u> Since the 2011/2012 coverage year, the City has received General Liability, Auto, Property and Workers Compensation insurance coverage from the Florida Municipal Insurance Trust (FMIT). The recent FMIT quote for the 2019/2020 coverage period is \$1,404,074.</p> <p>The City has reviewed a proposal offered by the other major Florida municipal trust, Preferred Governmental Insurance Trust (PGIT). PGIT has offered comparable coverage and deductibles at a quoted price of \$1,176,475. Selecting PGIT will save the City \$227,599.</p> <p>Insurance costs are budgeted within the individual department budgets and charged to the respective funds. Any savings realized will be added to contingency.</p> | | |
| <p>Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING THE SELECTION OF PGIT AS THE PROVIDER OF INSURANCE COVERAGE FOR THE CITY OF PALM COAST</p> | | |
| | | |

RESOLUTION 2019 - ____
PGIT INSURANCE COVERAGE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING THE SELECTION OF PGIT AS THE PROVIDER OF INSURANCE COVERAGE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coasts has reviewed a proposal offered by Preferred Governmental Insurance Trust (PGIT) for comparable coverage and deductibles to that of the City's current insurance provider; and

WHEREAS, PGIT has offered comparable coverage and deductibles at a savings over that offered by the current insurance provider; and

WHEREAS, the City desires to switch to PGIT as the provider of insurance coverage for the City.

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

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the selection of PGIT as the provider of Insurance coverage.

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 ADOPTED by the City Council of the City of Palm Coast, Florida, on this 24th day of September 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Insurance Coverage Quote Comparison



Presented by:
Helena P. Alves, CGFO, CIA, MBA
Financial Services Director



| QUOTE | |
|---------------------------------------|-------------------|
| FMIT | PGIT |
| \$ 1,404,074 | \$ 1,176,475 |
| Total annaul savings with PGIT | \$ 227,599 |

| COVERAGE TYPES | COVERAGE AMOUNTS | |
|--------------------------------|------------------|----------------|
| | FMIT | PGIT |
| General Professional Liability | \$ 3,000,000 | \$ 3,000,000 |
| Auto | \$ 1,000,000 | \$ 1,000,000 |
| WC (Payroll) | \$ 23,847,232 | \$ 24,759,077 |
| Property Building & Contents | \$ 133,567,962 | \$ 133,567,962 |



QUESTIONS



City of Palm Coast, Florida Agenda Item

Agenda Date : 09/24/2019

| Department | CITY CLERK | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------|---|--|-------------------------|--------------------|------------------|-------------------------|--------------------|------------|--------------|-----------|---------------|---------------|---------------|-------------|--------------|-----------|---------------|---------------|---------------|--------------|--------------|-----------|---------------|---------------|---------------|---------------|--------------|-----------|---------------|---------------|---------------|-------------|--------------|-----------|---------------|---------------|---------------|--------------|--------------|-----------|---------------|---------------|---------------|--------------|--------|--|-----------------|-----------------|-----------------|---------------|
| Item Key | 7182 | Amount Account # | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subject | RESOLUTION 2019-XX APPROVING AMENDMENTS TO THE HAZARD MITIGATION GRANT PROGRAM PUMP STATION GENERATORS AGREEMENTS WITH FLORIDA DIVISION OF EMERGENCY MANAGEMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Background : | <p>February 2018, City Council approved the Florida Division of Emergency Management (DEM) cost share agreements for the Hazard Mitigation Grants for the purchase and installation of generators for 30 pump stations throughout the City. These generators will be installed at existing pump stations. The generators will be placed on concrete pads and connected to the electrical panels. After design and bidding, in April 2019, City Council approved award of four of the projects to the low bidder, PBM Constructors, Inc., one to Eau Gallie Electric of Melbourne, Florida, and one to Zabatt Engine Services of Jacksonville.</p> <p>The City submitted the bid packages and bids to the DEM for evaluation, with a request for time extensions and additional funds for all six agreements. The DEM evaluated the packages and approved the time extensions with cost-share adjustments in an amendment to the agreement for each project. The total federal share obligation increased to \$1,325,564.50 from \$1,196,778.00. The City's share includes a 10% contingency for a total cost of \$441,854.40.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Project #</th> <th style="text-align: left;">FEMA #</th> <th style="text-align: right;">Total Bid Amount</th> <th style="text-align: right;">Original DEM Cost Share</th> <th style="text-align: right;">New DEM Cost Share</th> <th style="text-align: right;">Difference</th> </tr> </thead> <tbody> <tr> <td>ITB-CD-19-32</td> <td>4283-27-R</td> <td style="text-align: right;">\$ 279,996.00</td> <td style="text-align: right;">\$ 208,067.00</td> <td style="text-align: right;">\$ 209,997.00</td> <td style="text-align: right;">\$ 1,930.00</td> </tr> <tr> <td>ITB-CD-19-33</td> <td>4283-31-R</td> <td style="text-align: right;">\$ 257,126.00</td> <td style="text-align: right;">\$ 177,092.00</td> <td style="text-align: right;">\$ 192,844.50</td> <td style="text-align: right;">\$ 15,752.50</td> </tr> <tr> <td>ITB-CD-19-34</td> <td>4283-33-R</td> <td style="text-align: right;">\$ 292,025.00</td> <td style="text-align: right;">\$ 228,718.00</td> <td style="text-align: right;">\$ 219,019.00</td> <td style="text-align: right;">\$ (9,699.00)</td> </tr> <tr> <td>ITB-CD-19-35</td> <td>4283-34-R</td> <td style="text-align: right;">\$ 269,629.00</td> <td style="text-align: right;">\$ 197,742.00</td> <td style="text-align: right;">\$ 202,221.75</td> <td style="text-align: right;">\$ 4,479.75</td> </tr> <tr> <td>ITB-CD-19-36</td> <td>4283-35-R</td> <td style="text-align: right;">\$ 383,900.00</td> <td style="text-align: right;">\$ 208,067.00</td> <td style="text-align: right;">\$ 287,925.00</td> <td style="text-align: right;">\$ 79,858.00</td> </tr> <tr> <td>ITB-CD-19-37</td> <td>4283-36-R</td> <td style="text-align: right;">\$ 271,811.00</td> <td style="text-align: right;">\$ 177,092.00</td> <td style="text-align: right;">\$ 203,858.25</td> <td style="text-align: right;">\$ 26,766.25</td> </tr> <tr> <td>Totals</td> <td></td> <td style="text-align: right;">\$ 1,754,487.00</td> <td style="text-align: right;">\$ 1,196,778.00</td> <td style="text-align: right;">\$ 1,315,865.50</td> <td style="text-align: right;">\$ 119,087.50</td> </tr> </tbody> </table> | Project # | FEMA # | Total Bid Amount | Original DEM Cost Share | New DEM Cost Share | Difference | ITB-CD-19-32 | 4283-27-R | \$ 279,996.00 | \$ 208,067.00 | \$ 209,997.00 | \$ 1,930.00 | ITB-CD-19-33 | 4283-31-R | \$ 257,126.00 | \$ 177,092.00 | \$ 192,844.50 | \$ 15,752.50 | ITB-CD-19-34 | 4283-33-R | \$ 292,025.00 | \$ 228,718.00 | \$ 219,019.00 | \$ (9,699.00) | ITB-CD-19-35 | 4283-34-R | \$ 269,629.00 | \$ 197,742.00 | \$ 202,221.75 | \$ 4,479.75 | ITB-CD-19-36 | 4283-35-R | \$ 383,900.00 | \$ 208,067.00 | \$ 287,925.00 | \$ 79,858.00 | ITB-CD-19-37 | 4283-36-R | \$ 271,811.00 | \$ 177,092.00 | \$ 203,858.25 | \$ 26,766.25 | Totals | | \$ 1,754,487.00 | \$ 1,196,778.00 | \$ 1,315,865.50 | \$ 119,087.50 |
| Project # | FEMA # | Total Bid Amount | Original DEM Cost Share | New DEM Cost Share | Difference | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB-CD-19-32 | 4283-27-R | \$ 279,996.00 | \$ 208,067.00 | \$ 209,997.00 | \$ 1,930.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB-CD-19-33 | 4283-31-R | \$ 257,126.00 | \$ 177,092.00 | \$ 192,844.50 | \$ 15,752.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB-CD-19-34 | 4283-33-R | \$ 292,025.00 | \$ 228,718.00 | \$ 219,019.00 | \$ (9,699.00) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB-CD-19-35 | 4283-34-R | \$ 269,629.00 | \$ 197,742.00 | \$ 202,221.75 | \$ 4,479.75 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB-CD-19-36 | 4283-35-R | \$ 383,900.00 | \$ 208,067.00 | \$ 287,925.00 | \$ 79,858.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITB-CD-19-37 | 4283-36-R | \$ 271,811.00 | \$ 177,092.00 | \$ 203,858.25 | \$ 26,766.25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Totals | | \$ 1,754,487.00 | \$ 1,196,778.00 | \$ 1,315,865.50 | \$ 119,087.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>These projects are in the Utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2020.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recommended Action : | ADOPT RESOLUTION 2019-XX APPROVING AMENDMENTS TO THE HAZARD MITIGATION GRANT PROGRAM PUMP STATION GENERATORS AGREEMENTS WITH FLORIDA DIVISION OF EMERGENCY MANAGEMENT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

RESOLUTION 2019 - _____
HAZARD MITIGATION GRANT PROGRAM
PUMP STATION GENERATOR
AMENDMENTS TO THE CONTRACT AGREEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AMENDMENTS TO THE CONTRACT AGREEMENTS WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, A PASS-THROUGH ENTITY TO THE FEDERAL EMERGENCY MANGEMENT AGENCY FOR GENERATORS TO SERVICE 30 PUMP STATIONS; PROVIDING AN EFFECTIVE DATE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AAMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler County and the State of Florida were directly impacted by Hurricane Matthew which resulted in a Presidential Disaster Declaration and availability of Hazard Mitigation Grant Program (HMGP) funding; and

WHEREAS, to qualify for HMGP funding, a project shall conform to the funding priorities for the disaster, as established in the appropriate Local Mitigation Strategy (LMS) Workgroup; and.

WHEREAS, the City of Palm Coast has actively participated as a LMS Workgroup stakeholder and has ensured that mitigation projects associated with weather and man-made hazards are incorporated into the LMS Plan; and

WHEREAS, the City of Palm Coast previously approved the six separate agreements of five generators for a federal share obligation of \$1,196,777.00.

WHEREAS, the City of Palm Coast desires to approve six separate agreement amendments of five generators each totaling thirty generators, awarded during August and September 2019, for a federal share obligation of \$1,325,564.50 (75% of the generator cost).

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

SECTION 1. APPROVAL OF AMENDMENTS. The City Council of the City of Palm Coast hereby approves the amendment to the six associated FEMA Contract Agreements, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st Day of October 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – Federally-Funded Subaward and Grant Agreement Amendments

Approved as to form and legality

William E. Reischmann, Jr., Esq.

**DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU**

| REQUEST FOR REVIEW AND APPROVAL | |
|--|--------------------|
| SUB-RECIPIENT: | City of Palm Coast |
| PROJECT #: | 4283-27-R |
| PROJECT TITLE: | Generator Project |
| CONTRACT #: | H0026 |
| MODIFICATION #: | 1 |

| SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT) | |
|--|--|
| | Mr. Brian Matthews, Environmental Compliance Manager City of Palm Coast 2 Utility Drive Palm Coast, Florida 32137 |

Enclosed is your copy of the proposed contract/modification between **the City of Palm Coast** and the Florida Division of Emergency Management (FDEM).

| | COMPLETE |
|--------------------------|--|
| <input type="checkbox"/> | This form is required to be included with all Reviews, Approvals, and Submittal |
| <input type="checkbox"/> | Two (2) Copies printed for Approval |
| <input type="checkbox"/> | Printed Single-sided (<i>If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature</i>) |
| <input type="checkbox"/> | Reviewed and Approved |
| <input type="checkbox"/> | Signed and Dated by Official Representative (<i>blue ink</i>) |
| <input type="checkbox"/> | Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief |
| <input type="checkbox"/> | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications) |
| <input type="checkbox"/> | Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –FCCM, Office 330-B |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4570 or email me at Holly.swift@em.myflorida.com.

Contract Number: H0026
Project Number: 4283-27-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PALM COAST**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palm Coast ("the Sub-Recipient") to modify Contract Number H0026, dated April 4, 2018, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$208,067.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on December 31, 2019; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement and increase the Federal Funding under the Agreement.

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

1. The Agreement is amended to increase the Federal Funding by \$1,930.00, for the maximum amount payable under the Agreement to \$209,907.00, (Two Hundred Nine Thousand, Nine Hundred Seven Dollars and No Cents).
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin April 31, 2018 and shall end July 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

SUB-RECIPIENT: City of Palm Coast

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to PEP Station, Table 1 in Palm Coast, Flagler County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-27-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall purchase and install five permanent generator, located at Pump Stations (PS) 23-1, 26-1, 28-1, 29-1, 29-2, in Palm Coast, Florida 32164.

The HMGP project shall provide protection to and accomplished by the installation of five permanent generators. The backup power supply is a self-contained system that includes fuel supply and remote monitoring capability that shall sense a loss of power to automatically start the generator and to shut off the normal power supply through the automatic power transfer switch to provide backup power to the pump station. The implementation of the project shall allow the pumps to continue to operate normally avoiding overflows.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Project Locations:

| ID# | PEP Table 1 | Location | Coordinates |
|------------|--------------------|---|-------------------------|
| 1) | PS23-1 | 93 Whippoorwill Drive, Palm Coast, Florida 32164 | (29.522981, -81.238201) |
| 2) | PS26-1 | 70 Pine Grove Drive, Palm Coast, Florida 32164 | (29.516214, -81.213969) |
| 3) | PS28-1 | 122 Point Pleasant Drive, Palm Coast, Florida 32164 | (29.504892, -81.204933) |
| 4) | PS29-1 | 29 Ryecliff Drive, Palm Coast, Florida 32164 | (29.501806, -81.220294) |
| 5) | PS29-2 | 118 Ryan Drive, Palm Coast, Florida 32164 | (29.500664, -81.233616) |

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-

Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The

Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist purchasing and installation of five (5) properly sized permanent generators that shall provide protection to Table 1 PEP Station located in Palm Coast Florida 32164.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or

letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement(s) must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4283-27-R**. It is funded under HMGP, FEMA-4383-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on **December 4, 2017**; this Agreement was executed on **April 4, 2018**, and the Period of Performance for this project shall end on **July 31, 2020**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

| | | |
|-------------------------------------|-----------|---------------|
| State and Local Contracting: | 3 | Months |
| Design / Permitting: | 3 | Months |
| Bidding and Contracting: | 6 | Months |
| Construction / Installation: | 15 | Months |
| State and Local Inspection: | 3 | Months |
| Closeout: | 1 | Month |
| Total Period of Performance: | 31 | Months |

BUDGET

Line Item Budget*

| | Project Cost | Federal Share | Non-Federal Share |
|----------------------------------|---------------------|----------------------|--------------------------|
| Materials: | \$167,224.00 | \$125,418.00 | \$41,806.00 |
| Labor: | \$112,772.00 | \$84,579.00 | \$28,193.00 |
| Fees: | \$0.00 | \$0.00 | \$0.00 |
| Initial Agreement Amount: | \$279,996.00 | \$209,997.00 | \$69,999.00 |
| ***Contingency Funds: | \$0.00 | \$0.00 | \$0.00 |
| Project Total: | \$279,996.00 | \$209,997.00 | \$69,999.00 |

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

| | | |
|----------------------------|---------------------|------------------|
| Federal Share: | \$209,997.00 | (75.00%) |
| Non-Federal Share: | \$69,999.00 | (25.00%) |
| Total Project Cost: | \$279,996.00 | (100.00%) |

**DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU**

| REQUEST FOR REVIEW AND APPROVAL | |
|--|--------------------|
| SUB-RECIPIENT: | City of Palm Coast |
| PROJECT #: | 4283-31-R |
| PROJECT TITLE: | Generator Project |
| CONTRACT #: | H0033 |
| MODIFICATION #: | 1 |

| SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT) | |
|--|--|
| | Mr. Brian Matthews, Environmental Compliance Manager City of Palm Coast 2 Utility Drive Palm Coast, Florida 32137 |

Enclosed is your copy of the proposed contract/modification between **the City of Palm Coast** and the Florida Division of Emergency Management (FDEM).

| COMPLETE | |
|--------------------------|---|
| <input type="checkbox"/> | This form is required to be included with all Reviews, Approvals, and Submittal |
| <input type="checkbox"/> | Two (2) Copies printed for Approval |
| <input type="checkbox"/> | Printed Single-sided (<i>If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature</i>) |
| <input type="checkbox"/> | Reviewed and Approved |
| <input type="checkbox"/> | Signed and Dated by Official Representative (<i>blue ink</i>) |
| <input type="checkbox"/> | Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief |
| <input type="checkbox"/> | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications) |
| <input type="checkbox"/> | Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Veronica S. Ash |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4570 or email me at Holly.swift@em.myflorida.com.

Contract Number: H0033

Project Number: 4283-31-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PALM COAST**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palm Coast ("the Sub-Recipient") to modify Contract Number H0033, dated April 2, 2018, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$177,092.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on January 31, 2020; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement and increase the Federal Funding under the Agreement.

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

1. The Agreement is amended to increase the Federal Funding by \$15,752.50, for the maximum amount payable under the Agreement to \$192,844.50 (One Hundred Ninety-Two Thousand, Eight Hundred Forty-Four Dollars and Fifty Cents).
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin April 2, 2018 and shall end July 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

SUB-RECIPIENT: CITY OF PALM COAST

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide backup power to five Pump Stations located in Palm Coast, Flagler County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-31-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient proposes to install properly sized backup supply generators to five Pump Stations (PS) located within the wastewater collection system in Palm Coast, Florida 32164.

The Scope of work for this project includes the installation of properly sized backup power supply generators, with an integrated automatic power transfer switch (ATS): at pump stations number PS33-1, PS34-2, PS34-3, PS34-4 and PS65-1. The backup power supply is a self-contained system that includes fuel supply and remote monitoring capability that will sense a loss of power to automatically start the generator and to shut off the normal power supply through the automatic power transfer switch to provide backup power to the pump station. The implementation of the project will allow the pumps to continue to operate normally avoiding overflows.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

| ID# | Station | Location | Coordinates |
|------------|----------------|--|-----------------------|
| 1) | PS 33-1 | 19 Red Clover Lane | 29.505013, -81.254269 |
| 2) | PS 34-2 | 62 Ellsworth Drive | 29.485451, -81.231462 |
| 3) | PS 34-3 | 32 Elder Drive | 29.490202, -81.231627 |
| 4) | PS 34-4 | 300-feet NE of the intersection of Edward Drive and Eric Drive | 29.491015, -81.243940 |
| 5) | PS 65-1 | 23 Kankakee Trail | 29.440006, -81.232987 |

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The

Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to five Pump Stations (PS) located within the wastewater collection system in Palm Coast, Florida 32164.

The generator shall be protected against a 141 MPH or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.

- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new

schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4283-31-R**. It is funded under HMGP, FEMA-4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on January 3, 2018; this Agreement was executed on April 2, 2018, and the Period of Performance for this project shall end on **July 31, 2020**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

| | |
|-------------------------------------|------------------|
| State and Local Contracting: | 3 Months |
| Design / Permitting: | 3 Months |
| Bidding and Contracting: | 6 Months |
| Construction / Installation: | 15 Months |
| State and Local Inspection: | 2 Months |
| Closeout: | 1 Month |
| Total Period of Performance: | 30 Months |

BUDGET

Line Item Budget*

| | Project Cost | Federal Share | Non-Federal Share |
|----------------------------------|---------------------|----------------------|--------------------------|
| Materials: | \$142,280.00 | \$106,710.00 | \$35,570.00 |
| Labor: | \$112,300.00 | \$84,225.00 | \$28,075.00 |
| Fees: | \$2,546.00 | \$1,909.50 | \$636.50 |
| Initial Agreement Amount: | \$257,126.00 | \$192,844.50 | \$64,281.50 |
| ***Contingency Funds: | \$0.00 | \$0.00 | \$0.00 |
| Project Total: | \$257,126.00 | \$192,844.50 | \$64,281.50 |

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

| | | |
|----------------------------|---------------------|------------------|
| Federal Share: | \$192,844.50 | (75.00%) |
| Non-Federal Share: | \$64,281.50 | (25.00%) |
| Total Project Cost: | \$257,126.00 | (100.00%) |

**DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU**

| REQUEST FOR REVIEW AND APPROVAL | |
|--|--|
| SUB-RECIPIENT: | City of Palm Coast |
| PROJECT #: | 4283-33-R |
| PROJECT TITLE: | PEP Station Table 3, Generator Project |
| CONTRACT #: | H0034 |
| MODIFICATION #: | 1 |

| SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT) | |
|--|---|
| | Brian Matthews, Environmental, Compliance Manager City of Palm Coast 2 Utility Drive Palm Coast, Florida 32137 |

Enclosed is your copy of the proposed contract/modification between **the City of Palm Coast** and the Florida Division of Emergency Management (FDEM).

| COMPLETE | |
|--------------------------|---|
| <input type="checkbox"/> | This form is required to be included with all Reviews, Approvals, and Submittal |
| <input type="checkbox"/> | Two (2) Copies printed for Approval |
| <input type="checkbox"/> | Printed Single-sided (<i>If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature</i>) |
| <input type="checkbox"/> | Reviewed and Approved |
| <input type="checkbox"/> | Signed and Dated by Official Representative (<i>blue ink</i>) |
| <input type="checkbox"/> | Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief |
| <input type="checkbox"/> | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications) |
| <input type="checkbox"/> | Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Veronica S. Ash, FCCM, Office 330-B |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4570 or email me at Holly.swift@em.myflorida.com.

Contract Number: H0034

Project Number: 4283-33-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PALM COAST**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palm Coast ("the Sub-Recipient") to modify Contract Number H0034, dated March 27, 2018, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$228,718.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on January 31, 2020; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement and decrease the Federal Funding under the Agreement.

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

1. The Agreement is amended to decrease the Federal Funding by \$9,699.00, for the maximum amount payable under the Agreement to \$219,019.00, (Two Hundred Nineteen Thousand, Nineteen Dollars and No Cents).
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin March 27, 2018 and shall end July 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

SUB-RECIPIENT: CITY OF PALM COAST

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide backup power to five Pump Stations located in Palm Coast, Flagler County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-33-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient proposes to install properly sized backup supply generators to five Pump Stations (PS) located within the wastewater collection system in Palm Coast, Florida 32137 and 32164.

The Scope of work for this project includes the installation of properly sized backup power supply generators, with an integrated automatic power transfer switch (ATS): at pump stations PS59-2, PS59-1, PS60-1, PS35-2 and PS35-4 within the wastewater collection system. The backup power supply is a self-contained system that includes fuel supply and remote monitoring capability that will sense a loss of power to automatically start the generator and to shut off the normal power supply through the automatic power transfer switch to provide backup power to the pump station. The implementation of the project will allow the pumps to continue to operate normally avoiding overflows.

The project is designed to provide protection against at least a 52-year event. Activities shall be completed in strict compliance with federal, State and Local Rules and Regulations.

Project Locations:

| ID# | PEP Table 3 | Location | Coordinates |
|------------|--------------------|--|-----------------------|
| 1) | PS 59-2 | 300-feet NW of intersection of Sesame Boulevard and Slumber Meadow Trail | 29.423511, -81.187067 |
| 2) | PS 59-1 | 45 Sea Trail | 29.428135, -81.181662 |
| 3) | PS-60-1 | 7 Slocum Path | 29.422938, -81.201255 |
| 4) | PS 35-2 | 173 Birchwood Drive | 29.582445, -81.242910 |
| 5) | PS 35-4 | 88 Bud Hollow Drive | 29.599200, -81.256692 |

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed

prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing backup power generators by installing five properly sized generators with switch, located within the wastewater collection system PEP Table 3 in Palm Coast, Florida 32137 and 32164.

The project is designed to provide protection against at least a 52-year event. Activities shall be completed in strict compliance with federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.

- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4283-33-R**. It is funded under HMGP, FEMA-4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on January 3, 2018; this Agreement was executed on March 27, 2018, and the Period of Performance for this project shall end on **July 31, 2020**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

| | |
|-------------------------------------|------------------|
| State and Local Contracting: | 3 Months |
| Design / Permitting: | 3 Months |
| Bidding and Contracting: | 6 Months |
| Construction / Installation: | 15 Months |
| State and Local Inspection: | 2 Months |
| Closeout: | 1 Month |
| Total Period of Performance: | 30 Months |

BUDGET

Line Item Budget*

| | Project Cost | Federal Share | Non-Federal Share |
|----------------------------------|---------------------|----------------------|--------------------------|
| Materials: | \$176,834.00 | \$132,626.00 | \$44,208.00 |
| Labor: | \$112,300.00 | \$84,225.00 | \$28,075.00 |
| Fees: | \$2,891.00 | \$2,168.00 | \$723.00 |
| Initial Agreement Amount: | \$292,025.00 | \$219,019.00 | \$73,006.00 |
| ***Contingency Funds: | \$12,932.00 | \$9,699.00 | \$3,233.00 |
| Project Total: | \$304,957.00 | \$228,718.00 | \$76,239.00 |

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$12,932.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

| | | |
|----------------------------|---------------------|------------------|
| Federal Share: | \$228,718.00 | (75.00%) |
| Non-Federal Share: | \$76,239.00 | (25.00%) |
| Total Project Cost: | \$304,957.00 | (100.00%) |

Contract Number: H0035
Project Number: 4283-34-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PALM COAST**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palm Coast ("the Sub-Recipient") to modify Contract Number H0035, dated May 8, 2018, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$197,742.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on January 31, 2020; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement and increase the Federal Funding under the Agreement.

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

1. The Agreement is amended to increase the Federal Funding by \$4,479.75, for the maximum amount payable under the Agreement to \$202,221.75, (Two Hundred Two Thousand, Two Hundred Twenty One Dollars and Seventy-Five Cents).
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin May 8, 2018 and shall end August 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

- Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

SUB-RECIPIENT: CITY OF PALM COAST

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide backup power to five Pump Stations located in Palm Coast, Flagler County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-34-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient proposes to install properly sized backup supply generators to five Pump Stations (PS) located within the wastewater collection system in Palm Coast, Florida 32137 and 32164.

The Scope of work for this project includes the installation of properly sized backup power supply generators, with an integrated automatic power transfer switch (ATS): at pump stations PS-D, PS-E, PS58-1, PS22-2 and PS-A. The backup power supply is a self-contained system that includes fuel supply and remote monitoring capability that will sense a loss of power to automatically start the generator and to shut off the normal power supply through the automatic power transfer switch to provide backup power to the pump station. The implementation of the project will allow the pumps to continue to operate normally avoiding overflows.

The project shall provide protection against a 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

| ID# | Station | Location | Coordinates |
|------------|----------------|--|-----------------------|
| 1) | PS-D | 311 NE Palm Coast Parkway | 29.559028, -81.201929 |
| 2) | PS-E | 6 Twisted Oak Place | 29.569202, -81.192116 |
| 3) | PS 58-1 | Sesame Boulevard ~ 50-feet SE of Citation Intersection | 29.440777, -81.174800 |
| 4) | PS 22-2 | 212 Westhampton Drive | 29.537911, -81.247067 |
| 5) | PS-A | 7 Clubhouse Drive | 29.561146, -81.203380 |

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida

contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.

- b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Letter from the local floodplain manager/administrator verifying that all new construction associated with the project is protected to the 500-year flood elevation.
 - a. Specifically for PS-E (6 Twisted Oak Place) and PS-A (7 Clubhouse Drive)
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance

with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to five Pump Stations (PS) located within the wastewater collection system in Palm Coast, Florida 32137 and 32164, by purchasing generators, switch and concrete pad within the wastewater collection system.

The generator shall be protected against a 141 MPH or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or

letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The facility and all its attendant utilities located at PS-E (6 Twisted Oak Place) and PS-A (7 Clubhouse Drive) are supporting a critical action and shall be protected to the 500-year (0.2% annual chance) flood elevation. All new construction associated with the project shall be protected to the 500-year flood elevation. The Sub-Recipient shall submit documentation upon closeout documenting compliance with this condition. Contact the local floodplain administrator to verify this project is compliant with all local floodplain laws and ordinances.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4283-34-R**. It is funded under HMGP, FEMA-4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on January 3, 2018; this Agreement was executed on May 8, 2018, and the Period of Performance for this project shall end on **August 31, 2020**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient’s program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

| | |
|-------------------------------------|------------------|
| State and Local Contracting: | 3 Months |
| Design / Permitting: | 3 Months |
| Bidding and Contracting: | 6 Months |
| Construction / Installation: | 15 Months |
| State and Local Inspection: | 2 Months |
| Closeout: | 1 Month |
| Total Period of Performance: | 30 Months |

BUDGET

Line Item Budget*

| | Project Cost | Federal Share | Non-Federal Share |
|----------------------------------|---------------------|----------------------|--------------------------|
| Materials: | \$156,960.00 | \$117,720.00 | \$39,240.00 |
| Labor: | \$110,000.00 | \$82,500.00 | \$27,500.00 |
| Fees: | \$2,669.00 | \$2,001.75 | \$667.25 |
| Initial Agreement Amount: | \$269,629.00 | \$202,221.75 | \$67,407.25 |
| ***Contingency Funds: | \$0.00 | \$0.00 | \$0.00 |
| Project Total: | \$269,629.00 | \$202,221.75 | \$67,407.25 |

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

| | | |
|----------------------------|---------------------|------------------|
| Federal Share: | \$202,221.75 | (75.00%) |
| Non-Federal Share: | \$67,407.25 | (25.00%) |
| Total Project Cost: | \$269,629.00 | (100.00%) |

**DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU**

| REQUEST FOR REVIEW AND APPROVAL | |
|--|--------------------|
| SUB-RECIPIENT: | City of Palm Coast |
| PROJECT #: | 4283-35-R |
| PROJECT TITLE: | Generator Project |
| CONTRACT #: | H0036 |
| MODIFICATION #: | 1 |

| SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT) | |
|--|--|
| | Mr. Brian Matthews, Environmental Compliance Manager City of Palm Coast 2 Utility Drive Palm Coast, Florida 32137 |

Enclosed is your copy of the proposed contract/modification between **the City of Palm Coast** and the Florida Division of Emergency Management (FDEM).

| COMPLETE | |
|--------------------------|---|
| <input type="checkbox"/> | This form is required to be included with all Reviews, Approvals, and Submittal |
| <input type="checkbox"/> | Two (2) Copies printed for Approval |
| <input type="checkbox"/> | Printed Single-sided (<i>If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature</i>) |
| <input type="checkbox"/> | Reviewed and Approved |
| <input type="checkbox"/> | Signed and Dated by Official Representative (<i>blue ink</i>) |
| <input type="checkbox"/> | Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief |
| <input type="checkbox"/> | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications) |
| <input type="checkbox"/> | Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Veronica S. Ash, FCCM, Office 330-B |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4570 or email me at Holly.swift@em.myflorida.com.

Contract Number: H0036
Project Number: 4283-35-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PALM COAST**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palm Coast ("the Sub-Recipient") to modify Contract Number H0036, dated May 7, 2018, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$208,067.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement shall expire on January 31, 2020; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement and increase the Federal Funding under the Agreement.

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

1. The Agreement is amended to increase the Federal Funding by \$79,858.00, for the maximum amount payable under the Agreement to \$287,925.00, (Two Hundred Eighty-Seven Thousand, Nine Hundred Twenty-Five Dollars and No Cents).
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin May 7, 2018 and shall end August 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

SUB-RECIPIENT: CITY OF PALM COAST_____

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide backup power to five Pump Stations located in Palm Coast, Flagler County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-35-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient proposes to install properly sized backup supply generators to five Pump Stations (PS) located within the wastewater collection system in Palm Coast, Florida 32137 and 32164.

The Scope of work for this project includes the installation of properly sized backup power supply generators, with an integrated automatic power transfer switch (ATS): at pump stations PS11-2, PS4-2, PS-C, PS27-1 and PS58-2 within the wastewater collection system. The backup power supply is a self-contained system that includes fuel supply and remote monitoring capability that shall sense a loss of power to automatically start the generator and to shut off the normal power supply through the automatic power transfer switch to provide backup power to the pump station. The implementation of the project shall allow the pumps to continue to operate normally avoiding overflows.

The project is designed to provide protection against at least a 52-year event. Activities shall be completed in strict compliance with federal, State and Local Rules and Regulations.

Project Locations:

| ID# | PEP Table 5 | Location | Coordinates |
|------------|--------------------|--|-----------------------|
| 1) | PS 11-2 | 775-feet south of intersection of Belleaire Drive and Beachway Drive | 29.564216, -81.231599 |
| 2) | PS 4-2 | 300-feet south of intersection of Palm Harbor Parkway and Club Field Drive | 29.578986, -81.196512 |
| 3) | PS-C | 160-feet NE of intersection of Christopher Court and Club Field Drive | 29.576770, -81.205856 |
| 4) | PS 27-1 | Intersection of Pine Lakes Path and Woodhaven Drive | 29.545943, -81.256257 |
| 5) | PS 58-2 | 150-feet NE of intersection of Sesame Boulevard and Selma Trail | 29.422192, -81.170570 |

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that

all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Letter from the local floodplain manager/administrator verifying that all new construction associated with the project is protected to the 500-year flood elevation. Specifically for
 1. PS-C (160-feet NE of intersection of Christopher Court and Club Field Drive), and
 2. PS-4-2 (300-feet south of intersection of Palm Harbor Parkway and Club Field Drive).
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify

the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing backup power generators by installing five properly sized generators with switch, located within the wastewater collection system PEP Table 5 in Palm Coast, Florida 32137 and 32164.

The project is designed to provide protection against at least a 52-year event. Activities shall be completed in strict compliance with federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

- 4) The facility and all its attendant utilities located at PS-C (160-feet NE of intersection of Christopher Court and Club Field Drive), and PS-4-2 (300-feet south of intersection of Palm Harbor Parkway and Club Field Drive) are supporting a critical action and shall be protected to the 500-year (0.2% annual chance) flood elevation. All new construction associated with the project shall be protected to the 500-year flood elevation. The Sub-Recipient shall submit documentation upon closeout documenting compliance with this condition. Contact the local floodplain administrator to verify this project is compliant with all local floodplain laws and ordinances.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4283-35-R**. It is funded under HMGP, FEMA-4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on January 3, 2018; this Agreement was executed on May 7, 2018, and the Period of Performance for this project shall end on **August 31, 2020**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;

- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

| | |
|-------------------------------------|------------------|
| State and Local Contracting: | 3 Months |
| Design / Permitting: | 3 Months |
| Bidding and Contracting: | 6 Months |
| Construction / Installation: | 15 Months |
| State and Local Inspection: | 2 Months |
| Closeout: | 2 Months |
| Total Period of Performance: | 31 Months |

BUDGET

Line Item Budget*

| | Project Cost | Federal Share | Non-Federal Share |
|----------------------------------|---------------------|----------------------|--------------------------|
| Materials: | \$380,100.00 | \$285,075.00 | \$95,025.00 |
| Labor: | \$0.00 | \$0.00 | \$0.00 |
| Fees: | \$3,800.00 | \$2,850.00 | \$950.00 |
| Initial Agreement Amount: | \$383,900.00 | \$287,925.00 | \$95,975.00 |
| ***Contingency Funds: | \$0.00 | \$0.00 | \$0.00 |
| Project Total: | \$383,900.00 | \$287,925.00 | \$95,975.00 |

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

| | | |
|----------------------------|---------------------|------------------|
| Federal Share: | \$287,925.00 | (75.00%) |
| Non-Federal Share: | \$95,975.00 | (25.00%) |
| Total Project Cost: | \$383,900.00 | (100.00%) |

Contract Number: H0037
Project Number: 4283-36-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PALM COAST**

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palm Coast ("the Sub-Recipient") to modify Contract Number H0037, dated May 7, 2018 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grants Program of \$177,092.00, in Federal Funds; and

WHEREAS, the Agreement shall expire on January 31, 2020; and

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement, modify the Scope of Work, and increase the Federal Funding under the Agreement.

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

1. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin May 7, 2018 and shall end August 31, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

2. The Agreement is amended to increase the Federal Funding by \$26,766.25, for the maximum amount payable under the Agreement to \$203,858.25, (Two Hundred Three Thousand, and Eight Hundred Fifty-Eight Dollars and Twenty Five Cents).
3. The Budget and Scope of Work, Attachment A to this Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments thereto in conflict with Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the last execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

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

SUB-RECIPIENT: CITY OF PALM COAST

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to PEP Station Table 6, in Palm Coast, Flagler County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-36-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient proposes to install backup power supply generators within the wastewater collection system in Palm Coast, Florida 32137 and 32164.

The HMGP project shall provide protection by the installation of five properly sized permanent generators, with an integrated automatic power transfer switch (ATS), at Lift Stations (LS) LS24-1 and LS14-1; Pump Stations (PS) PS4-3, PS57-3, and PS57-2. The backup power supply is a self-contained system that includes fuel supply and remote monitoring capability that shall sense a loss of power to automatically start the generator and to shut off the normal power supply through the automatic power transfer switch to provide backup power to the pump station. The implementation of the project shall allow the pumps to continue to operate normally avoiding overflows.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Project Locations:

| ID# | PEP Table 6 | Location | Coordinates |
|------------|--------------------|--|--------------------------|
| 1) | LS24-1 | Intersection of Pitchard Drive and President Lane, Florida | (29.531245, -81.212248) |
| 2) | LS14-1 | 69 Cimmaron Drive, Palm Coast, Florida | (29.5933346, -81.211103) |
| 3) | PS4-3 | 7 Holly Court (Tidelands), Palm Coast, Florida | (29.586658, -81.197306) |
| 4) | PS57-3 | 371 Underwood Trail, Palm Coast, Florida | (29.454288, -81.177161) |
| 5) | PS57-2 | 160-foot NE of the intersection of Ulaturn Trail and Ullian Trail, Palm Coast, Florida | (29.462093, -81.181726) |

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department

(official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
 - d) Signed and Sealed copy of the As-built plans, as applicable.
 - e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
 - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Letter from the local floodplain manager/administrator verifying that all new construction associated with the project is protected to the 500-year flood elevation specifically for LS14-1, located at 69 Cimmaron Drive, Palm Coast, Florida.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify

the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist purchasing and installation of five (5) properly sized permanent generators that shall provide protection to Table 6 PEP Station located in Palm Coast Florida 32137 and 32164.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

- 4) The facility and all its attendant utilities located at LS14-1, at 69 Cimmaron Drive, Palm Coast, Florida is supporting a critical action and shall be protected to the 500-year (0.2% annual chance) flood elevation. All new construction associated with the project shall be protected to the 500-year flood elevation. The Sub-Recipient shall submit documentation upon closeout documenting compliance with this condition. Contact the local floodplain administrator to verify this project is compliant with all local floodplain laws and ordinances. (Per Executive Order 11988).
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement(s) must be forwarded to the Division within 10 days of execution.
- 7) Executive Order 11988 – compliance. The facility and all its attendant utilities located at LS14-1, at 69 Cimmaron Drive, Palm Coast, Florida is supporting a critical action and shall be protected to the 500-year (0.2% annual chance) flood elevation. All new construction associated with the project shall be protected to the 500-year flood elevation. The Sub-Recipient shall submit documentation upon closeout documenting compliance with this condition. Contact the local floodplain administrator to verify this project is compliant with all local floodplain laws and ordinances.
- 8) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **4283-36-R**. It is funded under HMGP, FEMA-4383-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on **January 3, 2018**; this Agreement was executed on **May 7, 2018**, and the Period of Performance for this project shall end on **August 31, 2020**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

| | |
|-------------------------------------|------------------|
| State and Local Contracting: | 3 Months |
| Design / Permitting: | 3 Months |
| Bidding and Contracting: | 6 Months |
| Construction / Installation: | 15 Months |
| State and Local Inspection: | 3 Months |
| Closeout: | 1 Month |
| Total Period of Performance: | 31 Months |

BUDGET

Line Item Budget*

| | <u>Project Cost</u> | <u>Federal Share</u> | <u>Non-Federal Share</u> |
|----------------------------------|---------------------|----------------------|--------------------------|
| Materials: | \$226,030.00 | \$169,522.50 | \$56,507.50 |
| Labor: | \$43,090.00 | \$32,317.50 | \$10,772.50 |
| Fees: | \$2,691.00 | \$2,018.25 | \$672.75 |
| Initial Agreement Amount: | \$271,811.00 | \$203,858.25 | \$67,952.75 |
| ***Contingency Funds: | \$0.00 | \$0.00 | \$0.00 |
| Project Total: | \$271,811.00 | \$203,858.25 | \$67,952.75 |

** Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

| | | |
|----------------------------|---------------------|------------------|
| Federal Share: | \$203,858.25 | (75.00%) |
| Non-Federal Share: | \$67,952.75 | (25.00%) |
| Total Project Cost: | \$271,811.00 | (100.00%) |

City of Palm Coast, Florida

Agenda Item

Agenda Date: 09/24/2019

| | | | |
|-----------------------------|--|----------------|---|
| Department | Utility and Stormwater | Amount | |
| Item Key | | Account | # 54029088 063000 84004 # 54029082 063000 85004 # 54205519-034000 |
| Subject | RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH AWC, INC. FOR THE MANAGED SCADA SYSTEM IMPROVEMENTS FOR UTILITIES AND STORMWATER | | |
| Background : | <p>The Utility and Stormwater Departments are responsible for maintaining the raw water wells, wastewater pumping stations, freshwater canals and making sure they operate according to their design. Part of the design is the ability to observe operations and be able to remotely make pumping changes, level observations, and alarm acknowledgements at a moment's notice. All of these systems use SCADA Telemetry that allows remote monitoring and adjusting when needed.</p> <p>The City's Managed SCADA System relies on remote terminal units (RTUs), cellular carriers, server infrastructure and a sophisticated alarm notifications system. Currently, the City utilizes approximately 15 Mission Units on the Stormwater Control Structures, 19 Mission Units on Raw Water Production Wells and 56 Mission Units on Waste Water Pumping Stations. The proposed SCADA System improvements must be compatible with the existing Mission units.</p> <p>An RFP was issued for the purpose of securing pricing under a Master Price Agreement for a three (3) year period to purchase Managed SCADA system improvements for our off site raw water production wells (approx. 43 well sites), control monitoring and control on 2 Elevated Potable Water Storage tanks, waste water pumping stations (approx. 21 stations) and storm water control structures (approx. 6 sites) and other locations throughout the City as needed. The RFP was done in accordance with the City's Purchasing Policy. City staff recommends that the City Council approve a Master Price Agreement with AWC, Inc. The notice of intent to award and project bid overview are attached to this agenda item.</p> <p>City staff will purchase items on an as-needed basis using budgeted funds approved by City Council. The Fiscal Year 2020 Budget includes monies within the Utility budget and Stormwater budget for improvements.</p> | | |
| Recommended Action : | ADOPT RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH AWC, INC. FOR THE MANAGED SCADA SYSTEM IMPROVEMENTS FOR UTILITY AND STORMWATER | | |

RESOLUTION 2019-____
MANAGED SCADA SYSTEM IMPROVEMENTS
FOR UTILITIES AND STORMWATER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH AWC, INC. FOR MANAGED SCADA SYSTEM IMPROVEMENTS, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AWC, Inc., has expressed a desire to enter into a master price agreement with the City of Palm Coast to provide managed SCADA system improvements; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the above referenced master price agreement from AWC, Inc.

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

SECTION 1. APPROVAL OF PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of a master price agreement with AWC, Inc., as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon 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 October 2019.

CITY OF PALM COAST, FLORIDA

MILISSA HOLLAND, MAYOR

ATTEST:

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Master Price Agreement – AWC, Inc.

Approved as to form and legality

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: Managed SCADA Systems for Utilities - RFP-UT-19-75

Date: 8/21/2019

Appeal Deadline: Appeals must be Filed by 5:00 PM on 8/26/2019

| Firm | Points |
|------------------|--------|
| AWC, Inc. | 96.67 |
| Sensus | 65.83 |

The intent of the City of Palm Coast is to award Managed SCADA Systems for Utilities to AWC, Inc.

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

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

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



RFP-UT-19-75 - Managed SCADA Systems for Utilities

Project Overview

| | |
|------------------------|-------------------------------------|
| Project Details | |
| Reference ID | RFP-UT-19-75 |
| Project Name | Managed SCADA Systems for Utilities |
| Project Owner | Kelly Downey |
| Project Type | RFP |
| Department | Procurement |
| Current Spend | \$0.00 |
| Target Savings | 0% |
| Budget | \$500000.00 - \$531242.00 |

| | |
|----------------------------|--|
| Project Description | This Request for Proposals is issued for the purpose of soliciting proposals from qualified Contractors to provide a Managed SCADA system for the City's Utility Department. The City desires replace the radio frequency based SCADA for a cellular based communication system for alarm monitoring and remotely controlling water and wastewater collection systems equipment. |
| Open Date | Jul 17, 2019 8:00 AM EDT |
| Intent to Bid Due | Aug 15, 2019 2:00 PM EDT |
| Close Date | Aug 15, 2019 2:00 PM EDT |

| Awarded Suppliers | Reason | Score |
|--------------------------|---------------|------------------|
| AWC, Inc. | | 96.67 pts |

Seal status

| Requested Information | Unsealed on | Unsealed by |
|------------------------------|--------------------|--------------------|
| | | |

| | | |
|----------------|--------------------------|--------------|
| Forms 1 -4 | Aug 15, 2019 2:00 PM EDT | Kelly Downey |
| References | Aug 15, 2019 2:00 PM EDT | Kelly Downey |
| Price Schedule | Aug 15, 2019 2:00 PM EDT | Kelly Downey |
| Proposal | Aug 15, 2019 2:00 PM EDT | Kelly Downey |
| Addendum #1 | Aug 15, 2019 2:00 PM EDT | Kelly Downey |
| Addendum #2 | Aug 15, 2019 2:00 PM EDT | Kelly Downey |

Submissions

| Supplier | Date Submitted | Name | Email | Confirmation Code |
|------------------|---------------------------|---------------|-------------------------|-------------------|
| AWC, Inc. | Aug 15, 2019 10:22 AM EDT | Dean Lanier | dean.lanier@awc-inc.com | NTU4NTE= |
| Sensus | Aug 14, 2019 4:57 PM EDT | Jeffery Riley | jeff.riley@xyleminc.com | NTU4MTE= |

Project Criteria

| Criteria | Points | Description |
|--|-----------|--|
| Forms 1 - 4 | Pass/Fail | Forms 1 - 4 |
| References, Price Schedule, & Proposal | Pass/Fail | References, Price Schedule, & Proposal |
| Project Understanding and Proposal | 20 pts | Project Understanding and Proposal |
| Experience with Similar Projects, Technical capability, and Qualifications | 20 pts | Experience with Similar Projects, Technical capability, and Qualifications |
| Proposal Cost/Price | 20 pts | Proposal Cost/Price |
| Project Innovation | 10 pts | Project Innovation |
| Project Team | 20 pts | Project Team |
| Proposal Executive Summary | 10 pts | Proposal Executive Summary |
| Addendum #1 &2 | Pass/Fail | Addendum #1 & 2 |

| | | |
|--------------|----------------|--|
| Total | 100 pts | |
|--------------|----------------|--|

Scoring Summary

Active Submissions

| | Total | Forms 1 - 4 | References, Price Schedule, & Proposal | Project Understanding and Proposal | Experience with Similar Projects, Technical capability, and Qualifications |
|-----------------|------------------|--------------------|---|---|---|
| Supplier | / 100 pts | Pass/Fail | Pass/Fail | / 20 pts | / 20 pts |
| AWC, Inc. | 96.67 pts | Pass | Pass | 19.67 pts | 19.33 pts |
| Sensus | 65.83 pts | Pass | Pass | 14.67 pts | 13 pts |

| | Proposal Cost/Price | Project Innovation | Project Team | Proposal Executive Summary | Addendum #1 & #2 |
|-----------------|----------------------------|---------------------------|---------------------|-----------------------------------|-----------------------------|
| Supplier | / 20 pts | / 10 pts | / 20 pts | / 10 pts | Pass/Fail |
| AWC, Inc. | 18.83 pts | 9.667 pts | 19.33 pts | 9.833 pts | Pass |
| Sensus | 10.83 pts | 5.833 pts | 14.17 pts | 7.333 pts | Pass |

City of Palm Coast, Florida

Agenda Item

Agenda Date: 09/24/2019

| | |
|--|--|
| Department UTILITY Item Key | Amount \$ 31,050.00 Account # 54019085-52030 # 54019087-52030 |
| Subject | RESOLUTION 2019-XX APPROVING PIGGYBACKING THE TOWN OF JUPITER CONTRACT WITH AMERICAN WATER CHEMICALS FOR THE PURCHASE OF ANTISCALANT AWC A-102 PLUS |
| Background : | <p>Water Treatment Plant # 2 and # 3 utilize an antiscalant as part of treatment to control scaling in the second stage of the membrane treatment process.</p> <p>City staff is recommending piggybacking the Town of Jupiter's contract (# W1744F Nanofiltration Antiscalant) with American Water Chemicals for the purchase of Antiscalant AWC A-102 Plus. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.</p> <p>Since the underlying contract is an agreement on a per unit price basis, City staff will make purchases on an as needed basis using budgeted funds appropriated by City Council. For Fiscal Year 2020, the budget includes available funding in the City's Utility operating budgets for the purchase of antiscalant. City staff estimate that the City will expend approximately \$31,050.00 annually under this piggyback contract.</p> |
| Recommended Action : | RESOLUTION 2019-XX APPROVING PIGGYBACKING THE TOWN OF JUPITER'S CONTRACT WITH AMERICAN WATER CHEMICALS FOR THE PURCHASE OF ANTISCALANT AWC A-102 PLUS |

RESOLUTION 2019 - _____
PIGGYBACK CONTRACT TOWN OF JUPITER AND AMERICAN
WATER CHEMICALS, INC. FOR ANTISCALANT AWC A-102 PLUS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT WITH AMERICAN WATER CHEMICALS ON THE TOWN OF JUPITER’S CONTRACT # W1744F FOR ANTISCALANT AWC A-102 PLUS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDIN FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, American Water Chemicals, Inc. has expressed a desire to provide Antiscalant AWC A-102 Plus to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Town of Jupiter’s contract with American Water Chemicals, Inc. for Antiscalant AWC A-102 Plus.

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

SECTION 1. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between Town of Jupiter and American Water Chemicals, Inc. for Antiscalant AWC A-102 Plus, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day, October 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" - Engagement Letter

Approved as to form and legality

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



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name American Water Chemicals, Inc. (AWC)

Project Name: Contract for Supplying Nanofiltration Antiscalant

Bid/Reference # W1744F

Contract Type: Piggyback

Contract Value \$ 35000.00

Resolution # _____

City Council Approval Date: _____

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

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

Length of Contract: 9/30/2020

Renewable (Y/N): N

If Yes, # and length of renewals: _____

City's Project Manager Pete Roussell

Brief Description/Purpose:

To utilize the pricing on the Town of Jupiter's contract with AWC to purchase Nanofiltration Antiscalant for City Wide use.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____

Engagement Letter Authorizing Piggyback

Contract for Supplying Nanofiltration Antiscalant

Contract Name

W1744F

Contract Reference

In Process

CITY OF PALM COAST

American Water Chemicals, Inc. (AWC)

(Company)

Signature

Print Name

Date

DocuSigned by:

Veronica Varo

Signature

Veronica Varo

Print Name

Aug 7, 2019 | 4:04 AM PDT

Date



Perfecting the Science of Membrane Treatment

July 31, 2019

Kelly Little-Downey
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Re: Contract Piggybacking Town of Jupiter (Bid#: W1744F – Nanofiltration Antiscalant)

In Process

Dear Ms. Downey,

This is to inform you that AWC agrees to extend to the City of Palm Coast the same price that we are currently offering to the Town of Jupiter on their Invitation to Bid No. W1744F for Antiscalant AWC A-102 Plus. The delivered price for this contract is \$0.815 per pound for 3 years through September 30, 2020; all current terms and conditions apply.

Please feel free to contact us should you have any questions. Thank you for your continued business, it is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Veronica Varo'.

Veronica Varo
Customer Service
(813)-246-5448 ext. 201

TOWN OF JUPITER UTILITIES



ORIGINAL

Executed Contract

Chemical Bid W1744F

Contract for Supplying Nanofiltration Antiscalant

APRIL 2017

**TODD R. WODRASKA
WAYNE POSNER
RON DELANEY
JIM KURETSKI
ILAN KAUFER
LORI BONINO
DAVID L. BROWN**

**MAYOR
VICE-MAYOR
COUNCILOR
COUNCILOR
COUNCILOR
INTERIM TOWN MANAGER
DIRECTOR OF UTILITIES**

INDEX

| <u>TITLE</u> | <u>PAGE</u> |
|---------------------------|-------------|
| INDEX | 2 |
| ADVERTISEMENT FOR BIDS | 3-4 |
| INSTRUCTIONS TO BIDDERS | 5-14 |
| PROPOSAL | 15-18 |
| SWORN STATEMENT | 19-21 |
| NOTICE OF INTENT TO AWARD | 22 |
| NOTICE OF AWARD | 23 |
| AGREEMENT (CONTRACT) | 24-30 |
| OPINION OF TOWN ATTORNEY | 31 |
| SPECIFICATIONS | 32-36 |



TOWN OF JUPITER

INVITATION TO BID

Sealed bids will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458:

CONTRACTS FOR SUPPLYING:

- Liquid Chlorine – (W1744A)
- Sulfuric Acid—(W1744B)
- Sodium Hydroxide (Caustic)—(W1744C)
- Corrosion Inhibitor (W1744D)
- RO Antiscalant (W1744E)
- Nano Antiscalant (W1744F)

FOR

**TOWN OF JUPITER UTILITIES
JUPITER, FLORIDA**

Until 2:00PM, Local Time, May 23, 2017 at which time and place all bids received will be publicly opened and read aloud in the Town Council Chambers. Sealed bids shall be submitted to the Town Clerk, on paper in accordance with the Instruction to Bidders. Bids received after the time and date specified will not be considered. The face of the envelope shall be addressed as follows:

Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458
May 23, 2017, 2:00 PM
Chemical Bids (W1744)

The nature and scope of this project is:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or any of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), corrosion inhibitor RO antiscalant and Nanofiltration

antiscalant for a period of one year beginning October 1, 2017 through September 30, 2018 in accordance with the contract specifications. Each bid includes an alternate Bid Item to supply the chemical(s) for a three year guaranteed unit price. Each of the chemicals will be supplied under separate contracts. All bids must be on a Unit Price basis (F.O.B.) on the Proposal Form.

Questions concerning the bid shall be directed to Paul Jurczak, Water Plant Facilities Manager, in writing (fax: 561-743-8733), in accordance with the Instructions to Bidders. Site visits, if desired, may be scheduled with Paul Jurczak at 561-741-2602.

All Bidders must be a plan holder of record with Demandstar.com.

Specifications will be available on April 24, 2017 and may be examined and obtained at www.demandstar.com. Specifications can be downloaded for \$5.00 from Demandstar by signing up for a free agency subscription for the Town of Jupiter at www.demandstar.com. Hard copies of specifications may also be purchased from Demandstar visiting www.demandstar.com or emailing demandstar@onvia.com. Payment for specifications is non-refundable.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all bids. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council,
Town of Jupiter

Sally Boylan, Town Clerk

PUBLISHED: Palm Beach Post

DATES: April 23, 2017

INSTRUCTION TO BIDDERS

1. SPECIAL CONDITION - PUBLIC ENTITY CRIMES

Any person submitting a bid or proposal in response to this invitation must execute the enclosed form PUR. 7068, **SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**, in the spaces(s) provided, and enclose it with the bid/proposal

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, may be obtained from www.demandstar.com as stated in the Advertisement or Invitation.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner in preparing Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not infer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to furnish the goods and special services, each Bidder must be prepared to submit within five days of Owner's request written information, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located.

3.2 Each Bid must contain evidence of Bidder's qualification to do business in the state where the project is located.

3.3 All bidders must be a plan holder of record with Demandstar.

3.4 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Owner, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Owner, or any other governmental agency or entity, or who is deemed irresponsible or unreliable by the Owner.

3.5 No Bid will be accepted from nor will any contract be awarded to any individual, firm, partnership, corporation or association who is currently in litigation with the Owner or who is providing testimony in current litigation

against the Owner or who has a financial interest in any litigation against the Owner.

- 3.6 Any Bidder who does not meet the qualification requirements of the Bid will not be considered for award.
- 3.7 Owner reserves the right to request additional experience and reference information of the Contractor and his/her major subcontractors as may be required to conduct a thorough review of qualifications.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 4.2 Site is accessible to the Bidder by appointment only to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Appointments may be scheduled with Paul Jurczak, Water Plant Facilities Manager at (561) 741-2602.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Bid Documents shall be submitted to The Town of Jupiter Utilities, Attn: Paul Jurczak, Water Plant Facilities Manager in writing by Fax (561) 743-8733. Replies will be issued by Addenda if determined necessary, through Demandstar to all plan holders recorded by Demandstar as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY: Not Required

7. CONTRACT DURATION

The Contract duration for the Base Bid is one year beginning October 1, 2017 and ending September 30, 2018. The Contract duration for the Alternate Bid is three years beginning on October 1, 2017 and ending September 30, 2020. Owner reserves the right to request the successful bidder begin the contract prior to October 1, 2017. If a Contract is initiated prior to October 1, 2017 the Contract expiration dates will remain as stated.

8. BID PRICE

- 8.1 The price must be quoted as the TOTAL NET DELIVERED AMOUNT. The Town will be obliged to pay based on the contract unit price. The quantities indicated in the proposal form are approximate and are used to establish bid prices. The Town does not guarantee this quantity as a minimum or maximum amount. Bidder certifies that the contract unit price is valid regardless of the quantity purchased.
- 8.2 Since the Town is exempt from Federal Excise Tax, the Federal Transportation Tax and Florida State Sales Tax, these taxes are NOT to be included in the bid prices. Necessary exemption certificates will be supplied to vendors for direct sales to the Town that are paid from Town funds.
- 8.3 Prices shall be shown in unit amounts, written in numerical figures, and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, the written unit amounts shall govern.
- 8.4 Discrepancies in the multiplication of estimated quantities and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.5 All applicable discounts shall be included in the Bid Price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.6 Chain discounts are not acceptable and will not be considered in determining an award. Firm discounts and prices are to be quoted for the specified terms of the contract.

9. BID FORM

- 9.1 The Bid Form is included herein (see Proposal).
- 9.2 Bid Forms must be completed in ink, typed or handwritten. The Bid price of each item on the form must be stated in numerals. Supplier must bid on or indicate "No Bid" for all alternates on the bid form. All bid forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Incomplete bid forms may be considered non-responsive.
- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed clearly below the signature.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address and phone number to which communications regarding the Bid are to be directed must be shown.
- 9.8 If the Bid form contains Alternate(s), Bidder must bid on the Alternate(s) or indicate "No Bid" for the Unit Price on the Bid Proposal form.

10. SUBMISSION OF BIDS

Two Bids (one original and one copy) shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by all other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof, with the Project name on the front.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder may be disqualified from further bidding on the Work. If a notice is filed with Owner after 24 hours then the Contractor will sacrifice his Bid Bond.

12. OPENING OF BIDS

- 12.1 Bids will be opened publicly.
- 12.2 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

13. BIDS TO REMAIN OPEN

All Bids shall remain open for ninety days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

14. AWARD OF CONTRACT

- 14.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity, will be resolved by using the stated unit price.
- 14.2 In evaluating Bids, the Owner shall consider the qualifications of the Bidders whether or not the Bids comply with the prescribed requirements, alternates, and unit process, if requested in bid form.

- 14.3 Owner may consider operating costs, maintenance considerations, performance data and guarantees of materials and equipment in evaluating bids.
- 14.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 14.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 14.6 If the contract is to be awarded, it will be awarded to the lowest responsive Bidder based on the Total Base Bid Cost F.O.B. (per Pound) or the Total Alternate Bid Cost F.O.B. (per Pound) on the Bid Form whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Owner.
- 14.7 If the contract is to be awarded, for either the Base Bid Cost F.O.B. (per Pound) or the Alternate Bid Cost F.O.B. (per Pound), Owner will issue a purchase order to the Supplier each year of the contract period at the beginning of each fiscal year (October).
- 14.8 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening.
- 14.9 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If, in the determination of the Owner, there is reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidders, this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case the Owner may deem those Bidders not to be a responsible or qualified Bidder.

15. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder (aka Supplier), it will be accompanied by two unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Supplier shall sign and deliver both sets of the Agreement to Owner with all other Contract Documents attached. Within thirty days thereafter, Owner will deliver one fully executed agreement to Supplier.

16. CONTRACT CANCELLATION

The Town of Jupiter reserves the right to cancel the contract at any time with a thirty (30) day written notice. Town will be obligated only to pay supplier for chemical delivered to and received by the Town prior to the end of the 30 day notice.

17. INDEMNIFICATION

By placing a bid, the bidder agrees to indemnify and hold the Town of Jupiter, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines, and damages (including attorney's fees) arising out of or incident to or in connection with the bidder's responsibility to perform under this contract. This agreement in no way restricts or interferes with the right of any political subdivision of Palm Beach County, Florida, to re-bid any or all items.

18. EQUAL OPPORTUNITY

The Town of Jupiter recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the Owner are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

19. OCCUPATIONAL HEALTH & SAFETY

19.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet ("MSDS") which may be obtained from the manufacturer. The MSDS must include the following information:

- 19.1.1 The chemical name and the common name of the toxic substance.
- 19.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.
- 19.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions

in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

- 19.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 19.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 19.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

20. AUDIT RIGHTS

20.1 The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Contract at any and all times during normal business hours during the term of the Contract.

20.2 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

22. SPECIAL LEGAL REQUIREMENTS

28.1 PUBLIC RECORDS

The SUPPLIER shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the SUPPLIER does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

119.0701 Contracts; public records. –

(1) For purposes of this section, the term:

- (a) "Contractor" or "Supplier" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency is provided under s. 119.011(2).
 - (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit government created or established by law.
- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the

contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request or fails to provide the public records to the public agency within a reasonable time, the public agency shall enforce the contract provisions in accordance with the contract.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2270, BRITTANYG@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

**Proposal For
Town of Jupiter Utilities
Chemical Bid No. W1744F
Contract for Supplying Nanofiltration
Antiscalant**

In Process

**American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563
Contact: Veronica Varo
Tel: 813-246-5448**

**Bid Opening Date:
May 23rd, 2017
2:00 PM**

ORIGINAL

Table of Contents

**Section 1..... Bid Documents for
W1744F Nano Antiscalant**

**Section 2..... Product Data Sheet
Safety Data Sheet
Antiscalant Projections
Certificate of Analysis**

**Section 3..... Certificate of Compliance
Membrane Compatibility Letter
Shelf Life Certificate
Technical Service Guarantee**

**Section 4.....NSF listing
NSF Certificate
ISO 9001:2008 Certification**

**Section 5..... References
State of FL Corporate Registration**

TOWN OF JUPITER UTILITIES



**BID DOCUMENTS
FOR**

Chemical Bid W1744F

Contract for Supplying Nanofiltration Antiscalant

APRIL 2017

**TODD R. WODRASKA
WAYNE POSNER
RON DELANEY
JIM KURETSKI
ILAN KAUFER
LORI BONINO
DAVID L. BROWN**

**MAYOR
VICE-MAYOR
COUNCILOR
COUNCILOR
COUNCILOR
INTERIM TOWN MANAGER
DIRECTOR OF UTILITIES**

INDEX

| <u>TITLE</u> | <u>PAGE</u> |
|---------------------------|-------------|
| INDEX | 2 |
| ADVERTISEMENT FOR BIDS | 3-4 |
| INSTRUCTIONS TO BIDDERS | 5-14 |
| PROPOSAL | 15-18 |
| SWORN STATEMENT | 19-21 |
| NOTICE OF INTENT TO AWARD | 22 |
| NOTICE OF AWARD | 23 |
| AGREEMENT (CONTRACT) | 24-30 |
| OPINION OF TOWN ATTORNEY | 31 |
| SPECIFICATIONS | 32-36 |



TOWN OF JUPITER

INVITATION TO BID

Sealed bids will only be accepted at the Town Clerk's Department, 210 Military Trail, Jupiter, Florida 33458:

CONTRACTS FOR SUPPLYING:

- Liquid Chlorine – (W1744A)
- Sulfuric Acid—(W1744B)
- Sodium Hydroxide (Caustic)—(W1744C)
- Corrosion Inhibitor (W1744D)
- RO Antiscalant (W1744E)
- Nano Antiscalant (W1744F)

FOR

**TOWN OF JUPITER UTILITIES
JUPITER, FLORIDA**

Until 2:00PM, Local Time, May 23, 2017 at which time and place all bids received will be publicly opened and read aloud in the Town Council Chambers. Sealed bids shall be submitted to the Town Clerk, on paper in accordance with the Instruction to Bidders. Bids received after the time and date specified will not be considered. The face of the envelope shall be addressed as follows:

Town Clerk
Town of Jupiter
210 Military Trail
Jupiter, FL 33458
May 23, 2017, 2:00 PM
Chemical Bids (W1744)

The nature and scope of this project is:

Supply the Town of Jupiter Utilities Water Treatment Plant with one or any of the following chemicals for use in the treatment of drinking water: liquid chlorine, sulfuric acid, sodium hydroxide (caustic), corrosion inhibitor RO antiscalant and Nanofiltration

antiscalant for a period of one year beginning October 1, 2017 through September 30, 2018 in accordance with the contract specifications. Each bid includes an alternate Bid Item to supply the chemical(s) for a three year guaranteed unit price. Each of the chemicals will be supplied under separate contracts. All bids must be on a Unit Price basis (F.O.B.) on the Proposal Form.

Questions concerning the bid shall be directed to Paul Jurczak, Water Plant Facilities Manager, in writing (fax: 561-743-8733), in accordance with the Instructions to Bidders. Site visits, if desired, may be scheduled with Paul Jurczak at 561-741-2602.

All Bidders must be a plan holder of record with Demandstar.com.

Specifications will be available on April 24, 2017 and may be examined and obtained at www.demandstar.com. Specifications can be downloaded for \$5.00 from Demandstar by signing up for a free agency subscription for the Town of Jupiter at www.demandstar.com. Hard copies of specifications may also be purchased from Demandstar visiting www.demandstar.com or emailing demandstar@onvia.com. Payment for specifications is non-refundable.

The Town of Jupiter reserves the right to waive any irregularities and to reject any and all bids. The Town of Jupiter is an equal opportunity employer.

By Order of the Town Council,
Town of Jupiter

Sally Boylan, Town Clerk

PUBLISHED: Palm Beach Post

DATES: April 23, 2017

INSTRUCTION TO BIDDERS

1. SPECIAL CONDITION - PUBLIC ENTITY CRIMES

Any person submitting a bid or proposal in response to this invitation must execute the enclosed form PUR. 7068, **SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**, in the spaces(s) provided, and enclose it with the bid/proposal

2. **COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, may be obtained from www.demandstar.com as stated in the Advertisement or Invitation.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner in preparing Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not infer a license or grant for any other use.

3. **QUALIFICATIONS OF BIDDERS**

- 3.1 To demonstrate qualifications to furnish the goods and special services, each Bidder must be prepared to submit within five days of Owner's request written information, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located.
- 3.2 Each Bid must contain evidence of Bidder's qualification to do business in the state where the project is located.
- 3.3 All bidders must be a plan holder of record with Demandstar.
- 3.4 No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the Owner, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to Owner, or any other governmental agency or entity, or who is deemed irresponsible or unreliable by the Owner.
- 3.5 No Bid will be accepted from nor will any contract be awarded to any individual, firm, partnership, corporation or association who is currently in litigation with the Owner or who is providing testimony in current litigation

against the Owner or who has a financial interest in any litigation against the Owner.

- 3.6 Any Bidder who does not meet the qualification requirements of the Bid will not be considered for award.
- 3.7 Owner reserves the right to request additional experience and reference information of the Contractor and his/her major subcontractors as may be required to conduct a thorough review of qualifications.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 4.2 Site is accessible to the Bidder by appointment only to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Appointments may be scheduled with Paul Jurczak, Water Plant Facilities Manager at (561) 741-2602.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

All questions about the meaning or intent of the Bid Documents shall be submitted to The Town of Jupiter Utilities, Attn: Paul Jurczak, Water Plant Facilities Manager in writing by Fax (561) 743-8733. Replies will be issued by Addenda if determined necessary, through Demandstar to all plan holders recorded by Demandstar as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. BID SECURITY: Not Required

7. CONTRACT DURATION

The Contract duration for the Base Bid is one year beginning October 1, 2017 and ending September 30, 2018. The Contract duration for the Alternate Bid is three years beginning on October 1, 2017 and ending September 30, 2020. Owner reserves the right to request the successful bidder begin the contract prior to October 1, 2017. If a Contract is initiated prior to October 1, 2017 the Contract expiration dates will remain as stated.

8. BID PRICE

- 8.1 The price must be quoted as the TOTAL NET DELIVERED AMOUNT. The Town will be obliged to pay based on the contract unit price. The quantities indicated in the proposal form are approximate and are used to establish bid prices. The Town does not guarantee this quantity as a minimum or maximum amount. Bidder certifies that the contract unit price is valid regardless of the quantity purchased.
- 8.2 Since the Town is exempt from Federal Excise Tax, the Federal Transportation Tax and Florida State Sales Tax, these taxes are NOT to be included in the bid prices. Necessary exemption certificates will be supplied to vendors for direct sales to the Town that are paid from Town funds.
- 8.3 Prices shall be shown in unit amounts, written in numerical figures, and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, the written unit amounts shall govern.
- 8.4 Discrepancies in the multiplication of estimated quantities and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.5 All applicable discounts shall be included in the Bid Price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to Owner shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.6 Chain discounts are not acceptable and will not be considered in determining an award. Firm discounts and prices are to be quoted for the specified terms of the contract.

9. BID FORM

- 9.1 The Bid Form is included herein (see Proposal).
- 9.2 Bid Forms must be completed in ink, typed or handwritten. The Bid price of each item on the form must be stated in numerals. Supplier must bid on or indicate "No Bid" for all alternates on the bid form. All bid forms must be filled out in their entirety. Figures must be provided for all unit prices and values. Incomplete bid forms may be considered non-responsive.
- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed clearly below the signature.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address and phone number to which communications regarding the Bid are to be directed must be shown.
- 9.8 If the Bid form contains Alternate(s), Bidder must bid on the Alternate(s) or indicate "No Bid" for the Unit Price on the Bid Proposal form.

10. SUBMISSION OF BIDS

Two Bids (one original and one copy) shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by all other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof, with the Project name on the front.

11. MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 11.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder may be disqualified from further bidding on the Work. If a notice is filed with Owner after 24 hours then the Contractor will sacrifice his Bid Bond.

12. OPENING OF BIDS

- 12.1 Bids will be opened publicly.
- 12.2 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

13. BIDS TO REMAIN OPEN

All Bids shall remain open for ninety days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

14. AWARD OF CONTRACT

- 14.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated value and the correct value as calculated by the product of the unit price and the estimated quantity, will be resolved by using the stated unit price.
- 14.2 In evaluating Bids, the Owner shall consider the qualifications of the Bidders whether or not the Bids comply with the prescribed requirements, alternates, and unit process, if requested in bid form.

- 14.3 Owner may consider operating costs, maintenance considerations, performance data and guarantees of materials and equipment in evaluating bids.
- 14.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 14.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 14.6 If the contract is to be awarded, it will be awarded to the lowest responsive Bidder based on the Total Base Bid Cost F.O.B. (per Pound) or the Total Alternate Bid Cost F.O.B. (per Pound) on the Bid Form whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Owner.
- 14.7 If the contract is to be awarded, for either the Base Bid Cost F.O.B. (per Pound) or the Alternate Bid Cost F.O.B. (per Pound), Owner will issue a purchase order to the Supplier each year of the contract period at the beginning of each fiscal year (October).
- 14.8 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the day of the Bid opening.
- 14.9 More than one Bid received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If, in the determination of the Owner, there is reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work, or that any collusion exists among the Bidders, this will result in the rejection of the Bids of those Bidders who participated in those Bids. In either case the Owner may deem those Bidders not to be a responsible or qualified Bidder.

15. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder (aka Supplier), it will be accompanied by two unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Supplier shall sign and deliver both sets of the Agreement to Owner with all other Contract Documents attached. Within thirty days thereafter, Owner will deliver one fully executed agreement to Supplier.

16. CONTRACT CANCELLATION

The Town of Jupiter reserves the right to cancel the contract at any time with a thirty (30) day written notice. Town will be obligated only to pay supplier for chemical delivered to and received by the Town prior to the end of the 30 day notice.

17. INDEMNIFICATION

By placing a bid, the bidder agrees to indemnify and hold the Town of Jupiter, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines, and damages (including attorney's fees) arising out of or incident to or in connection with the bidder's responsibility to perform under this contract. This agreement in no way restricts or interferes with the right of any political subdivision of Palm Beach County, Florida, to re-bid any or all items.

18. EQUAL OPPORTUNITY

The Town of Jupiter recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the Owner are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

19. OCCUPATIONAL HEALTH & SAFETY

19.1 In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Bid must be accompanied by a Material Safety Data Sheet ("MSDS") which may be obtained from the manufacturer. The MSDS must include the following information:

- 19.1.1 The chemical name and the common name of the toxic substance.
- 19.1.2 The hazards or other risks in the use of the toxic substance including: a) The potential for fire, explosion, corrosively and reactivity; b) The known acute and chronic health effects of risk from exposure including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and c) The primary routes of entry and symptoms of over exposure.
- 19.1.3 The proper precautions, handling practices, necessary personal protection equipment and other safety precautions

in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

- 19.1.4 The emergency procedure for spills, fire, disposal and first aid.
- 19.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 19.1.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

20. AUDIT RIGHTS

- 20.1 The Owner reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by the Owner. If required by the Owner, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the Owner. The successful Bidder shall allow the Owner to inspect, examine and review the records of the successful Bidder in relation to this Contract at any and all times during normal business hours during the term of the Contract.
- 20.2 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Owner or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of the Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

22. SPECIAL LEGAL REQUIREMENTS

28.1 PUBLIC RECORDS

The SUPPLIER shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the SUPPLIER does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

119.0701 Contracts; public records. –

(1) For purposes of this section, the term:

- (a) "Contractor" or "Supplier" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency is provided under s. 119.011(2).
 - (b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit government created or established by law.
- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the

contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request or fails to provide the public records to the public agency within a reasonable time, the public agency shall enforce the contract provisions in accordance with the contract.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2270, BRITTANYG@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

Bidding Company Name: American Water Chemicals, Inc.

**PROPOSAL
TO
TOWN OF JUPITER UTILITIES
FOR
CHEMICAL BID 1744F
CONTRACT FOR SUPPLYING NANOFILTRATION ANTISCALANT**

Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

Gentlemen:

The undersigned as Bidder does declare that no person or persons other than the Bidder herein named had any interest in this Proposal or in the contract to be taken, and that it is made without any connection with any other person making a Proposal for the same item(s), and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials called for.

It is proposed that the project herein described shall be constructed for the Unit Prices as follows, all in accordance with the requirements and provisions of the Contract Documents. The quantities stated below are annual and three (3) year estimates. Actual quantities may be less than or exceed the estimated quantity below.

The undersigned further declares that he proposes to furnish the item(s) called for within the specified time in this Proposal for the following prices:

Base Bid: (1 year Contract Period)

Contract for Supplying Nanofiltration Antiscalant - Estimated Quantity 48,478 Pounds
(1-year period)

| | | |
|---|------------------------|---------------------------|
| | Unit Price (Per Pound) | \$ <u>0.84</u> |
| | Freight (Per Pound) | \$ <u>0.06</u> |
| Total Base Bid Cost F.O.B. (Per Pound) | | \$ <u>0.90</u> |
| Proposed dosage rate <u>0.70</u> ppm | | |
| Total Base Bid Annual Chemical Cost at 2.0 MGD (F.O.B) | | \$ <u>3,837.87</u> |

Alternate Bid: (3 year Contract Period)

Contract for Supplying Nanofiltration Antiscalant - Estimated Quantity 145,434
Pounds (3-year period)

| | |
|--|------------------------|
| Unit Price (Per Pound) | \$ <u>0.755</u> |
| Freight (Per Pound) | \$ <u>0.06</u> |
| Total Alternate Bid Cost F.O.B. (Per Pound) | \$ <u>0.815</u> |

Proposed dosage rate 0.70 ppm

Total Alternate Bid Three year Chemical Cost at 2.0 MGD \$ 10,426.20

Total Alternate Bid Estimated Annual (3 year Alternate annual cost/3) Chemical Cost at 2.0 MGD (F.O.B) \$ 3,475.40

In Process

(THIS SPACE INTENTIONALLY LEFT BLANK.)

The undersigned furthermore agrees that, in case of failure on his part to execute said contract within (15) days after being awarded the contract may forfeit his right to the contract and Owner may choose to offer the contract to the next low bidder or re-bid the contract.

The undersigned understands and accepts that the Contract commences on October 1, 2017 and continues for one year, ending September 30, 2018 if the contract is awarded based on the Total Base Bid; or continues for three years, ending on September 30, 2020 if the contract is awarded for the Total Alternate Bid. The undersigned understands and accepts that the Owner may elect to commence the Contract prior to October 1, 2017 and that the Contract expiration dates will remain as stated.

The undersigned, acknowledges that payments made by the Town of Jupiter will be made via electronic funds transfer (EFT) and vendor will provide the Town of Jupiter with the information required to make EFT payments.

The undersigned understands and accepts that Owner will issue a purchase order in October of each year of the contract period for the estimated annual quantity at the Total Base Bid Cost (F.O.B.) or the Total Alternate Bid Cost (F.O.B.), whichever the Contract is awarded for. Payment to the SUPPLIER will be based on the Total Base Bid Cost F.O.B. (per Pound) or Total Alternate Bid Cost F.O.B. (per Pound) based on actual quantities delivered to and received by the Owner.

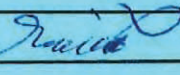
The undersigned agrees that all bid documents issued for this Contract, including addenda, have been reviewed and site visits performed, as necessary to provide a comprehensive bid. The undersigned acknowledges receipt of 0 (insert number) Addenda for this Bid.

The undersigned is aware that The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and

consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 – 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The undersigned states that this proposal is the only proposal for this project in which he is interested.

In Process

COMPANY NAME American Water Chemicals, Inc.
BUSINESS ADDRESS 1802 Corporate Center Lane
BUSINESS TELEPHONE 813-246-5448
SIGNATURE OF RESPONSIBLE OFFICIAL 
PRINT NAME & TITLE Rudy Canezo, Treasurer
STATE OF INCORPORATION Delaware
DATE OF BID SUBMISSION 5/19/17

SWORN STATEMENT
PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Jupiter Utilities
[print name of the public entity]

by Rudy Canezo, Treasurer
[print individual's name and title]

for American Water Chemicals, Inc.
[print name of entity submitting sworn statement]

whose business address is:

1802 Corporate Center Lane, Plant City, FL 33563

and (if applicable) its Federal Employer Identification Number (FEIN) is:

95-4412808

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

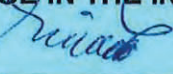
 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final

Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list.
[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Rudy Canezo
[signature]

Sworn to and subscribed before me this 19th day of May, 2017.

Personally known X

OR Produced identification _____ Notary Public - State of FL
(Type of identification)

My commission expires October 09, 2018

(Printed typed or stamped commissioned name notary public)



NOTICE OF INTENT TO AWARD

TO:

ATT:

Project: **Chemical Bid W1744E**
Contract for Supplying Nanofiltration Antiscalant
Town of Jupiter Utilities
Jupiter, Florida

To Whom It May Concern:

This is to advise that it is our intent to recommend award to the Jupiter Town Council for a Contract to supply liquid chlorine as a result of your bid submitted on May 23, 2017 in the amount of \$_____ per pound F.O.B for () year(s).

Two (2) sets of Contract Documents are included with this letter. Each set contains an unexecuted agreement and the requirement for attaching a Certificate of Insurance to each (2 total). Please execute both sets of the Agreement and return both sets to my attention within fifteen (15) consecutive calendar days from _____, ____ 2017.

You will be notified of the date the recommendation for award will go before the Town Council and the Council's decision as soon as it becomes available. One fully executed original contract will be returned to you for your records.

We look forward to working with your firm on this contract.

Sincerely,

Paul A. Jurczak
Town of Jupiter
Utilities Facilities Manager

NOTICE OF AWARD

TO:

ATT:

Project: **Chemical Bid 1744F**
Contract for Supplying Nanofiltration Antiscalant
Town of Jupiter Utilities
Jupiter, Florida

To Whom It May Concern:

This is to advise that on ____ __, 2017, the Jupiter Town Council voted to approve award of the Contract to supply nanofiltration antiscalant as a result of your bid submitted on May 23, 2017 in the amount of \$____ per pound F.O.B for _ year(s).

Two (2) sets of Contract Documents are included. Each set contains an unexecuted agreement and the requirement for attaching a Certificate of Insurance to each (2 total). Please execute both copies of the Agreement and return them to my attention within fifteen (15) consecutive calendar days from ____ __, 2017.

We look forward to working with your firm on this contract.

Sincerely,

Paul Jurczak
Town of Jupiter
Utilities Facilities Manager

AGREEMENT (CONTRACT)
BETWEEN OWNER AND SUPPLIER

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between Town of Jupiter (hereinafter called OWNER) and _____ (hereinafter called SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply the Town of Jupiter Utilities Water Treatment Plant with nanofiltration antiscalant for a period of one year beginning October 1, 2017 through September 30, 2018 in accordance with the Base Bid and contract specifications or supply the Town of Jupiter WTP with nanofiltration antiscalant for a period of three years beginning October 1, 2017 through September 30, 2020 in accordance with the Alternate Bid and contract specifications.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CHEMICAL BID W1744F
CONTRACT FOR SUPPLYING NANOFILTRATION ANTISCALANT
FOR
TOWN OF JUPITER UTILITIES
JUPITER, FLORIDA

Article 2. GOODS AND SERVICES. SUPPLIER shall furnish the Goods and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

*Town of Jupiter Utilities
Chemical Bid W1744F
Contract for Supplying Nanofiltration Antiscalant*

Article 3. POINT OF DELIVERY. The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

Article 4. CONTRACT TIME.

The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2017 as outlined in the specifications, or as agreed on between the Town and Supplier. Contract shall continue for one (1) year to September 30, 2018 if the Base Bid is awarded or for three (3) years to September 30, 2020 if the Alternate Bid is awarded.

Article 5. CONTRACT PRICE.

OWNER shall pay SUPPLIER for furnishing the Goods and Special Services and for performing other services in accordance with the Procurement Documents in current funds as follows:

According to the Total Base Bid Cost F.O.B. (per Pound) or the Total Alternate Bid Cost F.O.B. (per Pound) as determined by the Owner and as presented in the Notice of Award.

Article 6. PAYMENT PROCEDURES

Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will provide the OWNER with the information required to make EFT payments.

SUPPLIER shall invoice the Owner after delivery of material and acceptance by Owner.

Article 7. SUPPLIER 'S REPRESENTATIONS.

In order to induce OWNER to enter into this Procurement Agreement SUPPLIER makes the following representations:

- 7.1. SUPPLIER has familiarized himself with the nature and extent of the Procurement Documents and has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2. SUPPLIER has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services and other services in connection therewith.
- 7.3. SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods, Special services and other

services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement documents.

Article 8. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between OWNER and SUPPLIER are attached to, or accompany, this Procurement Agreement, made a part hereof and consist of the following:

- 8.1. Advertisement for Bid
- 8.2. Instructions to Bidders
- 8.3. Proposal
- 8.4. Sworn Statement
- 8.5. Notice of Award
- 8.6. This Procurement Agreement (pages 24 to 30, inclusive).
- 8.7. Opinion of Town Attorney
- 8.8. Notice to Proceed
- 8.9. Procurement Specifications bearing the title
*Town of Jupiter
Chemical Bid W1744F
Contract for Supplying Nanofiltration Antiscalant*
- 8.10. Supplier's Proposal
- 8.11. Any Modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.

Article 9. MISCELLANEOUS

- 9.1. No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited bylaw), 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 Procurement Documents.

- 9.2. OWNER and SUPPLIER each binds himself, his 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 Procurement Documents.
- 9.3. The SUPPLIER is aware that The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the SUPPLIER and its subcontractors and lower tier subcontractors. The SUPPLIER understands and agrees that in addition to other remedies and consequences provided by law, the failure of the SUPPLIER or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 9.4. The SUPPLIER shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the SUPPLIER does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

119.0701 Contracts; public records. –

- (3) For purposes of this section, the term:
- (c) "Contractor" or "SUPPLIER" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency is provided under s. 119.011(2).
 - (d) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit government created or established by law.
 - (4) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (e) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (f) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (g) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (h) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request or fails to provide the public records to the public agency within a reasonable time, the public agency shall enforce the contract provisions in accordance with the contract.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2270, BRITTANYG@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

(THIS SPACE INTENTIONALLY LEFT BLANK.)

In Process

IN WITNESS WHEREOF, the parties hereto have signed 2 copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By:

Todd Wodraska, Mayor

By:

[INSERT SUPPLIER NAME, TITLE]

ATTEST

Sally Boylan, Town Clerk

(TOWN SEAL)

(CORPORATE SEAL)

ATTEST

PRINT NAME, TITLE:

OPINION OF TOWN ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.

In Process

Thomas J. Baird, Esquire
Attorney for Town of Jupiter

This the ____ day of _____, _____.

**TECHNICAL SPECIFICATION
FOR
NANOFILTRATION ANTISCALANT**

SCALE CONTROL ADDITIVE SPECIFICATION

A. Description

2. This section is solely intended for use when antiscalant is selected for scaling control in nanofiltration (NF) applications and is intended for use by the Town of Jupiter, Florida.
3. The antiscalant shall be specifically formulated to inhibit the formation and growth of alkaline earth carbonate, sulfate scales, stabilize metal ions in NF applications. The proposed antiscalant shall inhibit the deposition of colloidal materials such as, but not limited to clays and the hydroxides of metals such as aluminum, iron and manganese.
4. The product applied shall be a stable food grade liquid and shall not contain any soluble mineral or organic substance in quantities capable of producing deleterious or injurious effects on the health of person consuming water that has been properly treated with the product.
5. The product shall reasonably guard against biological and heavy metal contamination, and shall be free of contamination in the supplied container.

B. Submittals

1. The antiscalant supplier shall submit with its Bid, the names, addresses and contact persons of no less than five references in the United States and its Territories that can verify that the scale control product is effective as intended. It is required that these references be located in the United States (preferable in Florida) in a facility of similar size and application, and have a minimum of one year of uninterrupted usage in their facility.
2. The potential bidder shall review water quality data supplied by the Town of Jupiter Utilities and included in this bid package (or collect water sample(s) from the treatment plant for testing purposes) and establish the most effective dose rate based upon feeding the product neat with a feed water flow of 2.9 MGD, with a 85% recovery rate and a sulfuric acid adjusted feed pH of 6.5. A product projection indicating the minimum and a conservative recommended dose shall be provided based on this information with the bid. Recommended dosages must not exceed the maximum allowed by the State of Florida and ANSI/NSF STANDARD 60.
3. A letter from the supplier that all chemical constituents in the proposed product are suitable for use with spiral-wound nanofiltration polyamide thin-film composite

synthetic membranes must be provided with the bid. In addition, the letter shall confirm that the proposed product is suitable for use with sulfuric acid pretreatment. The proposed antiscalant product shall be fully compatible with feedwater constituents, and if present, will not cause precipitation of the antiscalant.

4. Certification by NSF Standard 60 that the proposed product is suitable for use in the production of drinking water by nanofiltration must be provided with the bid. The certification shall include the maximum allowable dose rates. The product packaging must bear the NSF certification mark.
5. A certificate of analysis for the scale control additive defining the parameters outlined below shall be included in the bid. The successful vendor will also provide a certificate of analysis, which demonstrates conformance with this specification supplied with each delivery and/or batch of material. The certification shall include a minimum of the following information:
 - % Solids
 - Specific Gravity
 - pH
 - Appearance
 - Residual Monomer Content
 - Brookfield Viscosity (cP, 25EC)
 - Date of Manufacture
 - Color
 - Odor
 - Active Solids
 - Residual Monomer Content
 - Total organic polymer content, weight %.
6. All submittals shall be accompanied by the Material Safety Data Sheets (MSDS) for the product in accordance with the Federal "Right-to-Know" Regulations implemented by the Occupational Safety and Health Administration (OSHA). The scale control additive must be labeled in accordance with OSHA Hazard Communication Standard 29 CFR 1910.1200 as may be current and any other applicable safety regulation(s). The vendor must supply the MSDS that conforms to this standard, which includes a description of and CAS number for the top five components over a concentration of 1%.
7. The vendor shall provide certification that the product has a minimum shelf life of two years and supply a product manufactured no more than 12 months prior to shipment.

C. Materials

1. Antiscalant shall be Avista Vitec 4000, Noveon AF1025, or approved equal.

2. Product Specification. The product shall contain the following typical properties and specifications:

| | |
|---------------------------------|-------------------------------------|
| Appearance | Water white to amber, slightly hazy |
| Odor | Slightly acrid |
| Total solids (%) | 36.5 ± 2.0 |
| pH | 4.5 ± 2.0 |
| Brookfield viscosity (cP, 25°C) | 35 (5 to 100) |
| Contamination | None by visual observation |
| Freezing point (°C) | -1.0 |
| Boiling point (°C) | 101 |
| Specific gravity | 1.15 ± .05 |
| Shelf life | 1 years |

3. The product shall be in compliance with the ANSI/NSF Standard 60 for Direct Additives for Drinking Water and shall be acceptable for potable use in Florida by local and state regulatory agencies. The product received by Jupiter Utilities shall bear the NSF mark, identifying number, product trade designation and name, address and telephone number of the manufacturer or supplier and be accompanied by a product analysis for that particular batch of chemical. Both the manufacturer and the supplier shall be listed in the index of the ANSI/NSF Standard 60 companies and shall comply with ISO 9001, 9002 or 9003 quality systems standards throughout the contract period.
4. The product manufacturer shall seal all drums. Any tampering with the seal and/or the label identifier markings shall be cause for rejection of delivery and termination of the Contract. Product stability shall be such that storage in plastic or poly-lined drums for 12 months will not affect compliance with these product specifications. Documentation of shelf life for each product shall be submitted to Town.
5. The percentage of the final neat concentration of the active ingredient(s) for antiscalant in the product shall be submitted. The Town shall be informed of any proposed change to the formulation.
6. Required mixing to maintain a consistent concentration of the antiscalant in a day tank will not be deemed acceptable.
7. Antiscalant performance will be measured by mass balance of sparingly soluble salts in the NF application, the rate of productivity decline and/or membrane

autopsy. These tests will be performed by Town, if required, or by a certified laboratory to determine acceptable performance should the material be suspected of causing deteriorious impact to the NF of sparingly soluble salts in the NF application and productivity decline rates no greater than 15-percent between annual chemical cleaning events. Productivity will be measured by temperature corrected specific flux in gal/sf-day-psi.

8. Use of antiscalant is accordance with the membrane supplier's recommendations shall not violate membrane manufacturer's warranty.

D. Delivery

1. Antiscalant supplier shall supply a sufficient quantity of antiscalant chemical to the Town for one (1) year operation of the membrane process trains.
2. Delivery shall be on an as needed basis in minimum amounts of 10 drums, 55 gallons each (plastic)(average 500 lbs. per drum) for a total delivery estimate of 5,000 pounds. Deliveries shall be completed within 3 weeks of order placement and delivered in a truck equipped with a lift gate. Drums shall be shipped on pallets. Order quantities may vary in agreement with vendor and Jupiter Utilities. Deliveries shall be made by appointment and the supplier shall fax in advance a copy of the truck driver's license.
3. Any vendor distributing a product not directly manufactured by the vendor must supply verification from the product manufacturer that they are authorized to do so for the entire duration of the contract. If awarded, no substitutions are allowed.
4. In case of emergency regarding the antiscalant product, the vendor shall be required to provide technical on-site assistance within twenty-four (24) hours of notification of such need. To insure that this requirement can be met, it is further specified that the vendor shall have a qualified technical service representative residing in the State of Florida throughout the contract period, or otherwise guarantee, in writing, the 24-hour on-site assistance.
5. Any material that arrives cloudy in appearance or suspect in nature or is proven to be below the quality required by the product specifications, Jupiter Utilities reserves the right to reject that shipment. The rejected materials shall be removed by the vendor at the vendor's expense. The vendor shall then replace the rejected material with satisfactory material or credit the Town of Jupiter with the full delivery price of the rejected material. Disposition of material shall be determined as soon as possible and inspection of the batch will be made at the time of the finding for any other drums that are suspect. Immediate deliveries may be required to substitute for the suspect material. Jupiter Utilities is obligated to pay for any usable product meeting these technical specifications. All other material sent by the vendor remains the responsibility of the vendor to remove from Jupiter Facilities.

6. Should the antiscalant, for any reason, prove unsatisfactory for the purpose intended, or should that antiscalant not perform in accordance with the technical specifications, or should there be a decline in treatment effectiveness or performance as a direct result of the antiscalant, the Town of Jupiter reserves the right to cancel the Contract.
7. No escalation will be permitted for chemical cost for the duration of this contract.
8. Escalation/de-escalation for freight will be permitted under this Contract. The request must be made in writing, to the Town, at least 60 days prior to the new rate becoming effective. Proof justifying the change of rate shall be furnished with the written request.
9. To be bid F.O.B. Delivered to Jupiter Water Treatment Facility.
10. DELIVERY: Town of Jupiter Water Treatment Facility, 17403 Central Blvd., Jupiter, Fl. 33458.

In Process



Report To:
Rebecca Wilder, E.I.
Town of Jupiter Utilities
17403 Central Boulevard
Jupiter FL, 33458

Page 1 of 3

Report Printed: 1/6/2017
Work Order # 16L0779
Project:
1X Resin Replacement Raw Analysis

1X Resin Replacement Raw Analysis

Well On-Line: 16,17,22,24,25,26,28,29,39,40,42,44,52-55,68

Lab ID: 16L0779-01
Client Sample ID: 1X Raw Water
Matrix: Water

Collection Date: 12/29/16 11:00
Received Date: 12/29/16 17:00
Collected By: Rebecca Wilder, E.I.

Laboratory Analysis Report

| Parameter | Result | QC | Units | Dil | MDL | PQL | Method | Date Ext. | Date Analy. | Analyst |
|-----------|--------|----|-------|-----|-----|-----|--------|-----------|-------------|---------|
|-----------|--------|----|-------|-----|-----|-----|--------|-----------|-------------|---------|

Classical Chemistry Parameters

| | | | | | | | | | | |
|-----------|------|--|-----|---|-------|------|-----------|-------------|-------------|-----|
| Turbidity | 0.50 | | NTU | 1 | 0.050 | 0.15 | EPA 180.1 | 12/30 12:57 | 12/30 12:57 | LLC |
|-----------|------|--|-----|---|-------|------|-----------|-------------|-------------|-----|

Wet Chemistry

| | | | | | | | | | | |
|---------------------------------|---------|---|-------|---|--------|--------|---------------|-------------|-------------|-----|
| Ammonia as N | 0.370 | | mg/L | 1 | 0.0140 | 0.0420 | EPA 350.1 | 01/03 11:47 | 01/03 11:47 | SA |
| Bicarbonate Alkalinity | 307 | | mg/L | 1 | 0.0100 | 0.0300 | EPA 310.2 | 01/03 14:45 | 01/03 14:45 | SA |
| Carbon Dioxide, Total | 325 | | mg/L | 1 | 2.00 | 6.00 | EPA 310.2 | 01/03 14:45 | 01/03 14:45 | SA |
| Carbonate | 0.164 | | mg/L | 1 | 0.0100 | 0.0300 | EPA 310.2 | 01/03 14:45 | 01/03 14:45 | SA |
| Chloride | 54.2 | | mg/L | 2 | 1.22 | 3.65 | EPA 300.0 | 12/30 17:03 | 12/30 17:03 | SA |
| Color | 30/6.99 | | Pt-Co | 1 | 1.00 | 3.00 | SM 2120B | 12/30 09:30 | 12/30 09:30 | LLC |
| Fluoride | 0.160 | | mg/L | 2 | 0.0420 | 0.126 | EPA 300.0 | 12/30 17:03 | 12/30 17:03 | SA |
| Nitrate as N | ND | U | mg/L | 2 | 0.174 | 0.520 | EPA 300.0 | 12/30 17:03 | 12/30 17:03 | SA |
| Nitrite as N | ND | U | mg/L | 2 | 0.0960 | 0.300 | EPA 300.0 | 12/30 17:03 | 12/30 17:03 | SA |
| Total Nitrogen | 1.25 | | mg/L | 1 | 0.0700 | 0.210 | TKN + NOX | 01/05 16:55 | 01/05 16:55 | SA |
| Organic Carbon, Dissolved (DOC) | 11.6 | | mg/L | 1 | 0.168 | 0.504 | SM5310C | 12/30 12:40 | 12/30 16:50 | SA |
| Phosphorus-Total | 0.119 | I | mg/L | 1 | 0.0640 | 0.192 | EPA 365.4 | 01/03 14:00 | 01/05 12:22 | YBR |
| Silica, Total (SiO2) | 12.7 | | mg/L | 1 | 0.0880 | 0.265 | SM4500-SiO2 C | 01/04 11:39 | 01/04 11:39 | LLC |
| Sulfate | 31.2 | | mg/L | 2 | 0.670 | 2.01 | EPA 300.0 | 12/30 17:03 | 12/30 17:03 | SA |
| Total Dissolved Solids | 446 | | mg/L | 1 | 10.0 | 30.0 | TDS SM 2540C | 12/30 16:00 | 12/31 12:30 | AR |
| Total Organic Carbon | 11.8 | | mg/L | 1 | 0.168 | 0.504 | TOC SM 5310C | 12/30 12:40 | 12/30 16:50 | SA |
| Total Suspended Solids | ND | U | mg/L | 1 | 1.00 | 3.00 | TSS SM 2540D | 01/03 11:00 | 01/04 17:00 | AR |

Metals (Dissolved) by EPA 200 Series Methods

Florida-Spectrum Environmental Services, Inc.
1460 W. McNab Road, Fort Lauderdale, FL 33309

Pembroke Laboratory
528 Gooch Rd.
Fort Mead, FL 33841

Big Lake Laboratory
610 Parrot Ave. N.
Okeechobee, FL 34972

Spectrum Laboratories
630 Indian St.
Savannah, GA 31401



Report To:
 Rebecca Wilder, E.I.
 Town of Jupiter Utilities
 17403 Central Boulevard
 Jupiter FL, 33458

Page 2 of 3
 Report Printed: 1/6/2017
 Work Order # 16L0779
 Project:
 IX Resin Replacement Raw Analysis

IX Resin Replacement Raw Analysis
 Well On-Line: 16,17,22,24,25,26,28,29,39,40,42,44,52-55,68

Lab ID: 16L0779-01
 Client Sample ID: IX Raw Water
 Matrix: Water

Collection Date: 12/29/16 11:00
 Received Date: 12/29/16 17:00
 Collected By: Rebecca Wilder, E.I.

Laboratory Analysis Report

| Parameter | Result | QC | Units | Dil | MDL | PQL | Method | Date Ext. | Date Analy. | Analyst |
|-----------|--------|----|-------|-----|-----|-----|--------|-----------|-------------|---------|
|-----------|--------|----|-------|-----|-----|-----|--------|-----------|-------------|---------|

Metals (Dissolved) by EPA 200 Series Methods

| | | | | | | | | | | |
|------|-------|--|------|---|---------|---------|-----------|-------------|-------------|-----|
| Iron | 0.288 | | mg/L | 1 | 0.00200 | 0.00600 | EPA 200.7 | 12/30 11:54 | 12/30 13:52 | MAZ |
|------|-------|--|------|---|---------|---------|-----------|-------------|-------------|-----|

Total Recoverable Metals by EPA 200 Series Methods

| | | | | | | | | | | |
|-----------|---------|---|------|---|----------|----------|-----------|-------------|-------------|-----|
| Aluminum | 0.00395 | 1 | mg/L | 1 | 0.00207 | 0.00621 | EPA 200.7 | 12/30 11:54 | 12/30 13:48 | MAZ |
| Calcium | 135 | | mg/L | 1 | 0.00288 | 0.00864 | EPA 200.7 | 12/30 11:54 | 12/30 13:48 | MAZ |
| Iron | 0.306 | | mg/L | 1 | 0.00200 | 0.00600 | EPA 200.7 | 12/30 11:54 | 12/30 13:48 | MAZ |
| Magnesium | 4.94 | | mg/L | 1 | 0.00159 | 0.00477 | EPA 200.7 | 12/30 11:54 | 12/30 13:48 | MAZ |
| Potassium | 2.01 | | mg/L | 1 | 0.00508 | 0.0152 | EPA 200.7 | 12/30 11:54 | 12/30 13:48 | MAZ |
| Sodium | 35.6 | | mg/L | 1 | 0.000960 | 0.00288 | EPA 200.7 | 12/30 11:54 | 12/30 13:48 | MAZ |
| Strontium | 0.992 | | mg/L | 1 | 0.000210 | 0.000630 | EPA 200.7 | 12/30 11:54 | 12/30 13:48 | MAZ |

Florida-Spectrum Environmental Services, Inc.
 1460 W. McNab Road, Fort Lauderdale, FL 33309

Pembroke Laboratory
 528 Gooch Rd.
 Fort Mead, FL 33841

Big Lake Laboratory
 610 Parrot Ave. N.
 Okeechobee, FL 34972

Spectrum Laboratories
 630 Indian St.
 Savannah, GA 31401



Report To:
Rebecca Wilder, E.I.
Town of Jupiter Utilities
17403 Central Boulevard
Jupiter FL, 33458

Page 3 of 3
Report Printed: 1/6/2017
Work Order # 16L0779
Project:
IX Resin Replacement Raw Analysis

IX Resin Replacement Raw Analysis

Well On-Line: 16, 17, 22, 24, 25, 26, 28, 29, 39, 40, 42, 44, 52-55, 68

Notes and Definitions

- U Indicated that the compound was analyzed for but not detected. This shall be used to indicate that the specific component was not detected. The value associated with the qualifier shall be the laboratory method detection limit.
- J-3 The matrix spike recovery exceeded method acceptance limits indicating matrix interference.
- DET Analyte DETECTED
- ND Analyte NOT DETECTED at or above the detection limit
- NR Not Reported
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference
- V Indicated that the analyte was detected in both the sample and the associated method blank.
- I The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
- Z Too many colonies were present for accurate counting.

In Process

QC=Qualifier Codes as defined by DEP 62-160
Unless indicated, soil results are reported on actual (wet) weight basis.
Work performed by outside (subcontracted) labs denoted by SUB in Analyst Field.

Results relate only to this sample.

Suresh (Bobby) Supan - CSM

Authorized CSM Signature (954) 978-6400
Florida-Spectrum Environmental Services, Inc.
Certification# E86006

All NELAP certified analysis are performed in accordance with Chapter 64E-1 Florida Administrative code, which has been determined to be equivalent to NELAC standards. Analysis certified by programs other than NELAP are designated with a "-".

Florida-Spectrum Environmental Services, Inc.
1460 W. McNab Road, Fort Lauderdale, FL 33309

Pembroke Laboratory
528 Gooch Rd.
Fort Mead, FL 33841

Big Lake Laboratory
610 Parrot Ave. N.
Okeechobee, FL 34972

Spectrum Laboratories
630 Indian St.
Savannah, GA 31401

www.flenviro.com

Product Information Sheet

ADVANTAGES

- A broad spectrum antiscalant designed to inhibit inorganic scale formation in membrane separation processes
- Inhibits calcium carbonate scale up to a Calcium Carbonate Nucleation Index (CCNI) of 2.2
- Effectively inhibits formation of calcium sulfate, calcium phosphate, calcium fluoride, barium sulfate, strontium sulfate and silica
- Stabilizes metal ions to prevent metal oxides precipitation and disperses existing metal oxides/hydroxides, silt and clay particles
- Approved for use by all major membrane manufacturers
- Environmentally compatible, especially where discharge of waste into the environment is a concern
- Certified by NSF to NSF/ANSI Standard 60

TYPICAL PROPERTIES

| | |
|---------------------|----------------------------------|
| Appearance | Clear colorless to yellow liquid |
| Odor | Characteristic |
| Solubility in water | Complete |
| pH (as is) @ 25°C | 3 - 4 |
| Specific Gravity | 1.10 ± 0.05 |

PACKAGING

5 gallon pails, 55 gallon non-returnable plastic drums, 275 gallon totes and bulk shipments

AWC A-102 PLUS

Membrane Antiscalant-Broad Spectrum

SAFETY & HANDLING

Store in a cool, dry place. In accordance with good safety practice, handle with care and avoid contact with eyes and prolonged or repeated contact with skin. For more information, see the Safety Data Sheet provided with this product.

CHEMICAL FEEDING AND CONTROL

Normally fed continuously prior to the final cartridge filter. It should be injected by chemical dosing pump from a dilution tank or directly from the drum to the feedwater line. The amount of AWC A-102 Plus required to inhibit scale formation depends on the quality of feed water and operational parameters of the membrane system. An AWC technical representative will provide you with the specific control range and the approximate dosage rate for your system.



SAFETY DATA SHEET

Page 1

AMERICAN WATER CHEMICALS, INC.
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

IDENTITY**AWC A-102 PLUS****Section I Company and Product Identification**

| | |
|--|--|
| AMERICAN WATER CHEMICALS, INC. 1802 Corporate Center Lane Plant City, FL 33563 | Telephone Number: (813)-246-5448 Chemtrec phone Number: In the U.S.: 1-800-424-9300 International: 1-703-527-3887 CONTRACT #: CCN1259 |
| Date Prepared: 03/20/1999 | Date Revised: April 2015 |

| | |
|----------------|------------------------|
| Trade Name | AWC A-102 PLUS |
| Product Family | RO, NF Scale Inhibitor |

Section II – Hazards Identification

| | |
|---|---|
| Signal Word : WARNING Acute Toxicity: Oral, Category 5 Concentrated product may be harmful if is swallowed. Skin Corrosion/Irritation, May be slightly irritating to skin. | |
| GHS Hazard Phrases | H303 + H313: May be harmful if swallowed at full concentration and slightly irritating to skin. |
| GHS Precaution Phrases | P103: Read label before use |
| GHS Response Phrases | P311: Call a poison center/doctor/...if you feel unwell |
| GHS Storage and Disposal Phrases | Please refer to section 7 for storage and section 13 for Disposal information |

| | | | |
|---|-----------------------|------------------|-----------------------|
| Route(s) of Entry: | Inhalation? No | Skin? Yes | Ingestion? Yes |
| Health Hazards (Effects of Acute and Chronic Overexposure) | | | |
| Inhalation: None Known | | | |
| Eye Contact: May cause eye irritation. | | | |
| Skin Contact: May be slightly irritating to skin. | | | |
| Ingestion (Swallowing): May be harmful if swallowed. | | | |

Section III - Hazard Ingredients/Composition Information

| Components (Chemical Name) | CAS # | % | EC # |
|-----------------------------|-------|------|------|
| Blend of organophosphonates | N/A | >10% | N/A |
| | | | |

SAFETY DATA SHEET

Page 2

AMERICAN WATER CHEMICALS, INC.
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

May cause slight irritation to the skin. May cause moderate irritation to the eyes. Mists/aerosols may cause irritation to upper respiratory tract.

DOT hazard is not applicable
Emergency Response Guide is not applicable

Section IV – First Aid Procedures

| |
|---|
| Inhalation: Immediately remove to fresh air. Get medical attention if nasal, throat or lung irritation develops. |
| Eye Contact: Remove contact lenses. Hold eyelids apart. Immediately flush with plenty of low pressure water for at least 15 minutes. Call a physician. Remove material from skin and clothing. |
| Skin Contact: Immediately flush skin with plenty of water while removing contaminated clothing and shoes. Thoroughly wash before reuse or discard. Wash skin with soap and water until clean. Get medical help if irritation occurs. |
| Ingestion (Swallowing): If conscious, immediately give several glasses of water or milk. Do not induce vomiting. (Do not give food to an unconscious person). Take immediately to hospital or physician. |

| MOST IMPORTANT SYMPTOMS | |
|--|--|
| Symptoms/Injuries | May be slightly irritating to skin. |
| Symptoms/Injuries after eye contact | May be irritating to eyes. |
| Symptoms/Injuries after ingestion | Significant adverse health effects are not expected to develop if only small amounts (less than a mouthful) are swallowed. |

Section V - Fire Fighting Measures

| | |
|---|-----------------------------|
| Flash Point (Method Used) None | Flammable Limits: NE |
| Extinguishing Media: Water spray, foam, dry chemical, or carbon dioxide | |
| Auto ignition temp: Noncombustible. | |
| Special Fire Fighting Procedures and Protective Equipment: Do not enter fire area without proper protective equipment, including respiratory protection. Use water spray or fog for cooling exposed containers. Exercise caution when fighting any chemical fire. Avoid (reject) fire-fighting water to enter environment. | |
| Unusual Fire and Explosion Hazard: Decomposes in a fire giving off irritant fumes. | |
| Hazardous Decomposition or Combustion Byproducts: Elemental oxides. | |

Section VI – Accidental Release Measures

| |
|--|
| Steps to Be Taken in Case Material is Released or Spilled: Steps to Be Taken in Case Material is Released or Spilled: Ventilate area. Use specified protective equipment. Contain and absorb on absorbent material. Place in waste disposal container. Flush area with water. Wet area may be slippery. Spread sand/grit. Additional Information: Planning ahead is essential for handling spills. Proper equipment and trained employees should be readily available to correct a spill situation. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers and public waters. Avoid release to the environment. |
|--|

SAFETY DATA SHEET

Page 3

AMERICAN WATER CHEMICALS, INC.
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Section VII - Handling and Storage

| | |
|---|--|
| Precautions to Be taken in Handling (General): | Use appropriate protective wear. Observe all recommended safety precautions until container is cleaned, reconditioned or destroyed. The reuse of this material's container for non-industrial purposes is prohibited and any reuse must be in consideration of the data provided in this material safety data sheet. |
| Precautions for safe storage and any incompatibilities | Keep container closed when not in use. Protect from freezing. Do not store in elevated temperatures. |

Section VIII – Exposure Controls and Personal Protection

| Components (Specific Chemical Identity; Common Name(s)) | OSHA PEL | TWA ACGIH | STEL ACGIH | Other Limits Recommended |
|---|----------|-----------|------------|--------------------------|
| None has been established | None | None | None | NA |

| | |
|---|---|
| Primary Route of Exposure: Body contact. | |
| Target Organs: None Known | |
| Respiratory Protection: Approved NIOSH respirator. | |
| Skin Protection: Rubber or plastic-impervious and/or waterproof. | |
| Protective Gloves: Rubber, nitrile, neoprene, PVL. | Eye Protection: Splash proof safety goggles. |
| Other Protective Clothing or Equipment: Eye wash facility and safety shower in immediate area. Rubber boots. Rubbers over leather shoes are not recommended. | |

Section IX - Physical/Chemical Characteristics

| | |
|--|--|
| Boiling Point: > 100°C (212°F) | Percent Volatile: NE |
| Viscosity : (Brookfield) NE | Specific Gravity (H2O = 1): 1.10 ± 0.05 |
| Solubility in Water: Complete | pH: 3 – 4 |
| Appearance and Odor: Clear colorless to light yellow liquid with characteristic odor. | |

NR: NOT REQUIRED, NE: NOT ESTABLISHED, NA: NOT APPLICABLE

Section X – Stability & Reactivity Data

| |
|--|
| Stability: Stable under normal conditions. |
| Conditions to avoid: Do not expose to extreme temperatures. |
| Incompatibility (Materials to Avoid): May react with strong oxidizers |
| Hazardous Decomposition Products: None known |
| Hazardous Polymerization: Does not occur |
| Condition to avoid: None known |

SAFETY DATA SHEET

Page 4

AMERICAN WATER CHEMICALS, INC.
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

| |
|-------------------------------------|
| Additional Information: none |
|-------------------------------------|

Section XI- Toxicological Information**Available data on closely related material indicates the following:**

ORAL LD50(Rats): >2,400 mg/kg (Estimated value)
DERMAL LD50(Rabbits): >7,940 mg/kg (Estimated value)
EYE IRRITATION: Not established
SKIN IRRITATION: Not established

Mutagenic: Not listed.

Teratogenic: Not listed.

Reproductive Toxicity: Not listed.

Primary Route of Exposure: Body contact.

Target Organs: Not Listed

Section XII – Ecological Information**Available data on closely related material indicates the following:****Aquatic Toxicity:**

Daphnia Magna 48 Hr. acute toxicity LC50=2700 mg/L, no effect level = 1540 mg/L

Fathead Minnow 96 Hr. acute toxicity, no effect level = 5000 mg/L

Biodegradation:

BOD-28 = 1 mg/g

BOD-5 = 1 mg/g

COD = 116 mg/g

TOC = 26 mg/g

Section XIII - Disposal Consideration**Waste Disposal Method:**

Waste Disposal Method: Water contaminated with this product may be sent to a sanitary sewer treatment facility, in accordance with any local agreement, a permitted waste treatment facility or discharge under a permit. Product as is- Incinerate or land dispose in an approved land fill.

If this undiluted product is discarded as a waste, the US RCRA hazardous waste identification number is not applicable.

The state and local requirements for waste disposal may be more restrictive or otherwise different from federal regulations. Consult state and local regulations regarding the proper disposal of this material.

Section XIV - Transport information

| | |
|----------------------------------|--------------------------|
| D.O.T. Proper Shipping Name: N/A | D.O.T. Hazard Class: N/A |
| | D.O.T. LABEL: N/A |
| ID No: N/A | Packing Group: N/A |

Section XV - Regulatory information

Workplace Classification: This product is considered non-hazardous under the OSHA Hazard Communication Standard (29CFR1 910.1200).

SAFETY DATA SHEET

Page 5

AMERICAN WATER CHEMICALS, INC.
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

This product is not a "controlled product" under the Canadian Workplace Hazardous Materials Information System (WHMIS).
SARA TITLE III: Section 311/312 Categorizations (40CFR370): This product is not a hazardous chemical under 29CFR 1910.1200, and therefore is not covered by Title III of SARA.
SARA TITLE III: Section 313 information (40CFR372): This product does not contain a chemical which is listed in section 313 at or above de minimum concentrations.
CERCLA Information (40CFR302.4): Releases of this material to air, land or water are not reportable to the National Response Center under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or to state and local emergency planning committees under the Superfund Amendments and Reauthorization Act (SARA) Title III Section 304.
US. Toxic Substances Control Act (TSCA): All components of this product are in compliance with the inventory listing requirements of the U.S. Toxic Substances Control Act (TSCA) Chemical Substance Inventory.
Australian Inventory of Chemical Substances: All components of this product are listed in the Australian Inventory of Chemical Substances (AICS).
Potable Water Approval: This product is NSF/ANSI Standard 60 certified. Maximum use level = 10mg/L

Section XVI - Other information**NFPA RATINGS:**

| Health | Flammability | Reactivity |
|--------|--------------|------------|
| 1 | 0 | 0 |

The data contained in this safety data sheet has been prepared based upon an evaluation of the ingredients contained in the product, their concentrations in the product and potential interactions. The information is offered in good faith and is believed to be accurate. It is furnished to the customer who is urged to study it carefully to become aware of hazards, if any, in the storage, handling, use and disposal of the product; and to insure his employees are properly informed and advised of all safety precautions required.

Projection by: Admin Admin
 Client name: Town of Jupiter
 Project: Jupiter Nano Plant / Jupiter Nano Plant
 Location: United States / Florida / Jupiter

AWC Proton | 3.024.01
 (release date: May 17, 2017)

| | Unit | Overall |
|--------------------|---------|-----------------------|
| Source: | | Well Water (Brackish) |
| System Recovery: | % | 85.000 |
| Internal Recovery: | % | 85.000 |
| Temperature: | °C | 25.800 |
| Total permeate: | gal/min | 2004.000 |
| Average Flux: | gfd | 14.840 |

| | Unit | Overall |
|----------------------------|---------|---------|
| Recycling flow: | gal/min | 0.000 |
| Fouling Factor: | | 1.000 |
| Feed Pressure: | psi | 33.205 |
| Total Δ P Elements: | psi | 4.016 |
| Brine Pressure: | psi | 29.189 |

| Cations | Raw water (mg/L) | Balanced Feed (mg/L) | Recycling + Feed (mg/L) | Reject (mg/L) | Permeate (mg/L) |
|---|------------------|----------------------|-------------------------|---------------|-----------------|
| Ca ²⁺ | 136.00 | 136.00 | 136.00 | 539.49 | 64.80 |
| Mg ²⁺ | 5.21 | 5.21 | 5.21 | 20.67 | 2.48 |
| Ba ²⁺ | 0.01 | 0.01 | 0.01 | 0.04 | 0.00 |
| Sr ²⁺ | 1.05 | 1.05 | 1.05 | 4.17 | 0.50 |
| Na ⁺ | 32.18 | 32.18 | 32.18 | 44.52 | 30.00 |
| K ⁺ | 2.19 | 2.19 | 2.19 | 3.03 | 2.04 |
| Fe ²⁺ | 0.38 | 0.38 | 0.38 | 1.51 | 0.18 |
| Fe ³⁺ | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Al ³⁺ | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Mn ²⁺ | 0.01 | 0.01 | 0.01 | 0.04 | 0.00 |
| NH ₃ /NH ₄ (as N) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| Anions | Raw water (mg/L) | Balanced Feed (mg/L) | Recycling + Feed (mg/L) | Reject (mg/L) | Permeate (mg/L) |
|---|------------------|----------------------|-------------------------|---------------|-----------------|
| HCO ₃ ⁻ Alk(CaCO ₃) | 311.21 | 219.14 | 219.14 | 729.67 | 128.97 |
| CO ₃ ²⁻ Alk(CaCO ₃) | 0.00 | 0.09 | 0.09 | 1.13 | 0.03 |
| Total Alk (CaCO ₃) | 311.21 | 219.23 | 219.23 | 730.80 | 129.00 |
| Ortho-PO ₄ ³⁻ | 0.31 | 0.31 | 0.31 | 1.49 | 0.10 |
| SO ₄ ²⁻ | 25.78 | 114.42 | 114.42 | 683.43 | 14.00 |
| F ⁻ | 0.16 | 0.16 | 0.16 | 0.16 | 0.16 |
| Cl ⁻ | 68.58 | 68.58 | 68.58 | 68.58 | 68.58 |
| Br ⁻ | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| SiO ₂ | 14.53 | 14.53 | 14.53 | 14.55 | 14.53 |
| NO ₃ ⁻ -N | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| NO ₂ ⁻ -N | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Sulfides (as S ²⁻) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| B | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| AS (III) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| AS (V) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TDS: | 659.610 | 637.860 | 637.860 | 2257.310 | 352.060 |
| Conductivity (μ s/cm): | 776.000 | 870.969 | 870.969 | 3078.774 | 481.354 |
| pH: | 7.090 | 6.480 | 6.480 | 6.970 | 6.270 |
| Flow: | gal/min | 2357.650 | 0.000 | 353.650 | 2004.000 |

| Summary | Product: | Dosage: |
|----------------------|--------------------------------|-------------|
| pH adjusted using: | H ₂ SO ₄ | 97.307 mg/L |
| Recommended product: | AWC A-102 Plus | 0.70 mg/L |

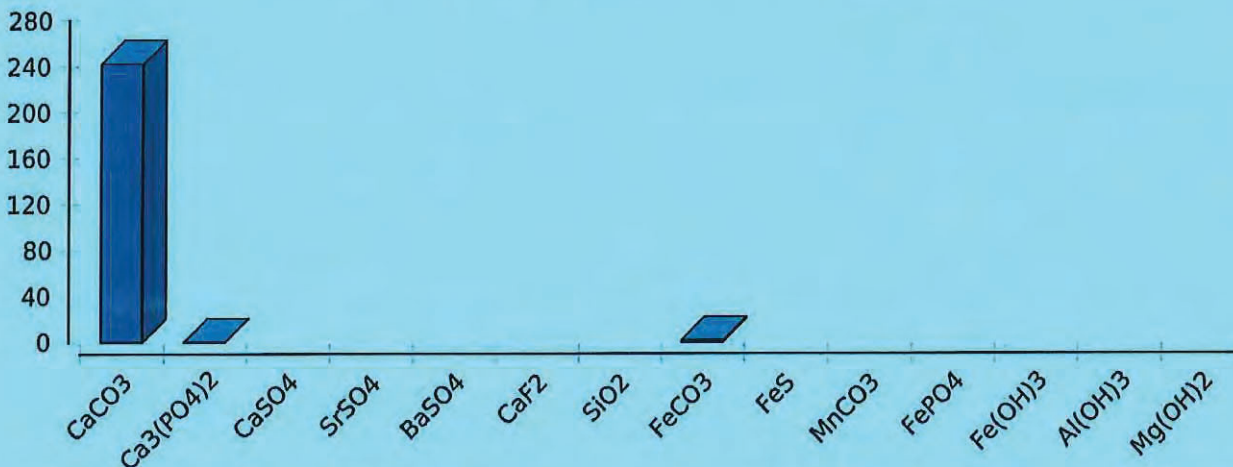
Projection by: Admin Admin
 Client name: Town of Jupiter
 Project: Jupiter Nano Plant / Jupiter Nano Plant
 Location: United States / Florida / Jupiter

AWC Proton | 3.024.01
 (release date: May 17, 2017)

| | Unit | Stage 1 | Stage 2 |
|-----------------------|------|---------|---------|
| Total Elements: | | 378 | 108 |
| Total Vessels: | | 126 | 36 |
| Elements / Vessels: | | 3 | 3 |
| Net Osmotic Pressure: | psi | 7.153 | 8.557 |
| Net Driving Pressure: | psi | 26.042 | 24.089 |
| Req'd P/Stage: | psi | 33.122 | 31.526 |
| Feed P: | psi | 33.205 | 31.526 |
| Permeate Throttle/P: | psi | 0.083 | 0.000 |
| Boost P: | psi | 0.000 | 0.000 |
| Concentrate P: | psi | 31.526 | 29.189 |

| Stages output | | | | | | | | | | |
|---------------|-----------------|----------------|---------------|------------------|---------|-----------------|------------------------|--------------|------------|----------------|
| | Membrane Model: | Permeate Flow: | Average Flux: | System Recovery: | β | Feed Flow / PV: | Concentrate Flow / PV: | ΔP : | Osmotic P: | Net Driving P: |
| | | gal/min | gfd | % | | gal/min | gal/min | psi | psi | psi |
| Stage1 | | 1612.414 | 15.356 | 68.391 | 1.047 | 18.711 | 5.915 | 1.679 | 7.152 | 26.042 |
| 1 | NF270-400 | 4.521 | 16.274 | 24.160 | 1.049 | 18.711 | 14.191 | 0.875 | 5.085 | 27.599 |
| 2 | NF270-400 | 4.275 | 15.391 | 30.127 | 1.047 | 14.191 | 9.916 | 0.532 | 5.879 | 26.101 |
| 3 | NF270-400 | 4.001 | 14.404 | 40.351 | 1.045 | 9.916 | 5.915 | 0.272 | 7.152 | 24.427 |
| Stage2 | | 391.586 | 13.053 | 52.545 | 1.070 | 20.701 | 9.824 | 2.337 | 8.556 | 24.089 |
| 1 | NF270-400 | 3.844 | 13.837 | 18.567 | 1.029 | 20.701 | 16.857 | 1.082 | 7.519 | 23.466 |
| 2 | NF270-400 | 3.614 | 13.009 | 21.436 | 1.025 | 16.857 | 13.244 | 0.759 | 8.003 | 22.061 |
| 3 | NF270-400 | 3.420 | 12.313 | 25.825 | 1.021 | 13.244 | 9.824 | 0.496 | 8.556 | 20.881 |

Summary Scale - Precipitation Potentials (mg/L)



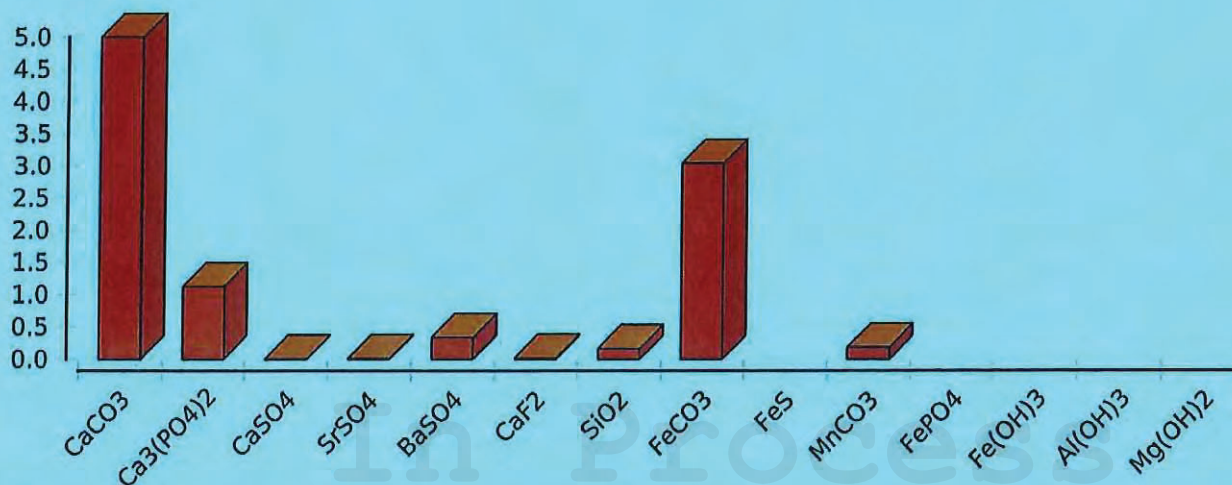
Summary Scale - Precipitation Potentials (mg/L)

| CaCO3 | Ca3(PO4)2 | CaSO4 | SrSO4 | BaSO4 | CaF2 | SiO2 | FeCO3 | FeS | MnCO3 | FePO4 | Fe(OH)3 | Al(OH)3 | Mg(OH)2 |
|---------|-----------|-------|-------|-------|------|------|-------|-----|-------|-------|---------|---------|---------|
| 242.547 | 0.142 | 0 | 0 | 0 | 0 | 0 | 1.242 | 0 | 0 | 0 | 0 | 0 | 0 |

Projection by: Admin Admin
 Client name: Town of Jupiter
 Project: Jupiter Nano Plant / Jupiter Nano Plant
 Location: United States / Florida / Jupiter

AWC Proton | 3.024.01
 (release date: May 17, 2017)

Summary Scale - X Saturation



Summary Scale - X Saturation

| CaCO3 | Ca3(PO4)2 | CaSO4 | SrSO4 | BaSO4 | CaF2 | SiO2 | FeCO3 | FeS | MnCO3 | FePO4 | Fe(OH)3 | Al(OH)3 | Mg(OH)2 |
|-------|-----------|-------|-------|-------|-------|-------|-------|-----|-------|-------|---------|---------|---------|
| 6.392 | 1.124 | 0.002 | 0.011 | 0.331 | 0.015 | 0.159 | 3.039 | 0 | 0.182 | 0 | 0 | 0 | 0 |

| Carbonate Scales | Precipitation Potential | X Saturation | Saturation Index |
|------------------|-------------------------|--------------|------------------|
| CaCO3 | 242.547 | 6.392 | 0.806 |
| MgCO3 | 0.000 | 0.260 | -0.585 |
| SrCO3 | 0.000 | 0.252 | -0.598 |
| BaCO3 | 0.000 | 0.000 | -3.533 |
| FeCO3 | 1.242 | 3.039 | 0.483 |
| MnCO3 | 0.000 | 0.182 | -0.739 |

| Phosphate Scales | Precipitation Potential | X Saturation | Saturation Index |
|------------------|-------------------------|--------------|------------------|
| Ca3(PO4)2 | 0.142 | 1.124 | 0.051 |
| Mg3(PO4)2 | 0.000 | 0.000 | -7.663 |
| Sr3(PO4)2 | 0.000 | 0.000 | -8.474 |
| Ba3(PO4)2 | 0.000 | 0.000 | -19.694 |
| FeHPO4 | 0.000 | 0.000 | -5.107 |
| Fe3(PO4)2 | 0.000 | 0.181 | 0.000 |
| Mn3(PO4)2 | 0.000 | 0.000 | -17.697 |
| FePO4 | 0.000 | 0.000 | 0.000 |
| AlPO4 | 0.000 | 0.000 | 0.000 |
| MgNH4PO4.6H2O | 0.000 | 0.000 | 0.000 |

| Sulfate Scales | Precipitation Potential | X Saturation | Saturation Index |
|----------------|-------------------------|--------------|------------------|
| CaSO4 | 0.000 | 0.002 | -2.759 |
| SrSO4 | 0.000 | 0.011 | -1.952 |
| BaSO4 | 0.000 | 0.331 | -0.480 |

Projection by: Admin Admin
 Client name: Town of Jupiter
 Project: Jupiter Nano Plant / Jupiter Nano Plant
 Location: United States / Florida / Jupiter

AWC Proton | 3.024.01
 (release date: May 17, 2017)

| Fluoride Scales | Precipitation Potential | X Saturation | Saturation Index |
|------------------|-------------------------|--------------|------------------|
| CaF ₂ | 0.000 | 0.015 | -2.313 |
| MgF ₂ | 0.000 | 0.000 | -3.304 |
| SrF ₂ | 0.000 | 0.000 | -6.364 |
| BaF ₂ | 0.000 | 0.000 | -11.368 |
| FeF ₂ | 0.000 | 0.000 | -9.944 |

| Metal Hydroxide and Oxide Scales | Precipitation Potential | X Saturation | Saturation Index |
|----------------------------------|-------------------------|--------------|------------------|
| Mg(OH) ₂ | 0.000 | 0.000 | -6.481 |
| Fe(OH) ₂ | 0.000 | 0.000 | -5.092 |
| Mn(OH) ₂ | 0.000 | 0.000 | -7.817 |
| Fe(OH) ₃ | 0.000 | 0.000 | 0.000 |
| MnO ₂ | 0.000 | 0.000 | 0.000 |
| Al(OH) ₃ | 0.000 | 0.000 | 0.000 |
| Ca(OH) ₂ | 0.000 | 0.000 | -10.949 |

| Sulfide Scales | Precipitation Potential | X Saturation | Saturation Index |
|----------------|-------------------------|--------------|------------------|
| FeS | 0.000 | 0.000 | 0.000 |
| MnS | 0.000 | 0.000 | 0.000 |

| Silicate Scales | Precipitation Potential | X Saturation | Saturation Index |
|--|-------------------------|--------------|------------------|
| CaSiO ₃ .H ₂ O | 0.000 | 0.000 | 0.000 |
| MgSiO ₃ .H ₂ O | 0.000 | 0.000 | -3.917 |
| Mg ₃ Si ₂ O ₅ (OH) ₄ | 0.000 | 0.000 | -9.822 |
| Al ₂ Si ₂ O ₅ (OH) ₄ | 0.000 | 0.000 | 0.000 |
| Na ₂ FeSi | 0.000 | 0.000 | -44.284 |
| SiO ₂ | 0.000 | 0.159 | -0.798 |

| Scales above 100% saturation | |
|---|--|
| CaCO ₃ | Saturation is 6.39 X; [Saturation Index is 0.81] |
| FeCO ₃ | Saturation is 3.04 X; [Saturation Index is 0.48] |
| Ca ₃ (PO ₄) ₂ | Saturation is 1.12 X; [Saturation Index is 0.05] |

| Critical Indices | | Guideline | Status |
|--|--------|-----------|--------|
| CaCO ₃ SI (CCNI) | 0.806 | < 2.300 | OK |
| Mg(OH) ₂ SI | -6.481 | < 9.200 | OK |
| SiO ₂ (MSI) | 0.000 | < 10.000 | OK |
| Antiscalant Precipitation Index (API) | 8.658 | < 9.900 | OK |
| Ca ₃ (PO ₄) ₂ SI (MPI) | 0.051 | < 4.200 | OK |
| CaSO ₄ SI | -2.759 | < 0.500 | OK |
| BaSO ₄ SI | -0.480 | < 3.000 | OK |
| SrSO ₄ SI | -1.952 | < 1.000 | OK |
| LSI | 1.143 | | OK |
| Stiff&Davis Index | 1.287 | | OK |

Projection by: Admin Admin
 Client name: Town of Jupiter
 Project: Jupiter Nano Plant / Jupiter Nano Plant
 Location: United States / Florida / Jupiter

AWC Proton | 3.024.01
 (release date: May 17, 2017)

| Chemical dosing: | AWC A-102 Plus | H2SO4 |
|----------------------------------|----------------|----------------|
| Calculated Dosage: | 0.70 mg/L | 97.307 mg/L |
| Total Dosage (modified by user): | 0.70 mg/L | N/A |
| % Concentration: | N/A | 93.000% |
| Density: | 1.070 g/cm3 | 1.835 g/cm3 |
| Dosing Pump: | 5.838 ml/min | 473.348 ml/min |
| Hours of Operation/Day: | 24 hour(s) | 24 hour(s) |
| Consumption per: | | |
| Day | 8.995 kg | 1250.544 kg |
| Week | 62.964 kg | 8753.806 kg |
| 4 Weeks | 251.887 kg | 35015.224 kg |
| Year | 3283.137 kg | 456448.449 kg |
| 5 Years | 16415.687 kg | 2382242.246 kg |

| | |
|----------|------------|
| Warnings | In Process |
|----------|------------|

Insert your additional comments below:

Comments...

DISCLAIMER: NO WARRANTY, EXPRESSED OR IMPLIED, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS GIVEN. American Water Chemicals Inc does not assume any obligation or liability for results obtained or damages incurred from the application of this information. Because use conditions and applicable laws may differ from one location to another and may change with time, customer is responsible for determining whether products are appropriate for customer's use. American Water Chemicals assumes no liability, if, as a result of customer's use of the Proton membrane aqueous chemistry calculator, the customer should be sued for alleged infringement of any patent not owned or controlled by American Water Chemicals Inc.


AMERICAN WATER CHEMICALS, INC.
CERTIFICATE OF ANALYSIS

| | | |
|---|--------------------------------|--|
| Product Name: AWC A-102 PLUS | Lot #: 17-133 | Date of manufacture: 03/13/2017 |
|---|--------------------------------|--|

| | PARAMETER | SPECIFICATION (CONTROL RANGE) | OBSERVATION | Results |
|----|--|-------------------------------------|----------------|---------|
| 1 | APPEARANCE | CLEAR TO SLIGHTLY HAZY LIQUID | CLEAR LIQUID | PASS |
| 2 | COLOR | COLORLESS TO AMBER | YELLOW | PASS |
| 3 | ODOR | SLIGHTLY ACRID | SLIGHTLY ACRID | PASS |
| 4 | pH | 3.0 – 5.0 | 3.15 | PASS |
| 5 | SPECIFIC GRAVITY | 1.15± 0.05 | 1.10 | PASS |
| 6 | TOTAL SOLIDS (%) | 36.5 ± 2.0 | 36.0 | PASS |
| 7 | ACTIVE SOLIDS (%) | 29.0 ± 2.0 | 29.5 | PASS |
| 8 | TOTAL ORGANIC POLYMER CONTENT, WEIGHT (%) | 0 - 10 | 10 | PASS |
| 9 | RESIDUAL MONOMER CONTENT | <0.1% | <0.1% | PASS |
| 10 | BROOKFIELD VISCOSITY (cP @ 25°C) | 5 - 100 | 35 | PASS |

Prepared by:

QA/QC Chemist



Perfecting the Science of Membrane Treatment

Certificate of Compliance- Nano Antiscalant

We here by certify that we comply with all the specifications listed on the specifications for the Nanofiltration Antiscalant Bid W1744F as follows:

- AWC A-102 Plus is an antiscalant product for Reverse Osmosis and Nanofiltration applications manufactured by American Water Chemicals, Inc.
- AWC A-102 Plus has been formulated to inhibit the formation and growth of alkaline earth carbonate, sulfate scales, and stabilize metal ions in NF applications. AWC A-102 Plus will inhibit the deposition of colloidal materials such as, but not limited to clays and the hydroxides of metals such as aluminum, iron and manganese.
- AWC A-102 Plus is a stable food grade liquid and does not contain any soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been properly treated with the product.
- AWC A-102 Plus reasonably guards against biological contamination.
- AWC A-102 Plus will be delivered free of contamination in the supplied container.
- AWC A-102 Plus and all chemical constituents are compatible with spiral-wound reverse osmosis polyamide thin-film synthetic membranes; a membrane compatibility letter has been included with this bid.
- AWC A-102 Plus is certified by NSF to NSF/ANSI Standard 60 to be used in drinking water systems at a maximum use of 10 mg/L; a print out of the certification listing has been included with this bid.
- AWC A-102 is fully compatible with feedwater constituents, and if present, will not cause precipitation of the antiscalant.
- AWC A-102 Plus has a shelf life of at least two years; a shelf-life certification has been included with this bid.
- American Water Chemicals certifies that the AWC A-102 Plus supplied will be manufactured no more than 12 months prior to shipment.



Perfecting the Science of Membrane Treatment

- AWC A-102 Plus will be supplied in sealed High Density Polyethylene drums and may be stored 12 months without affecting compliance with the product specifications.
- American Water Chemicals, Inc. is an ISO 9001:2008 Certified company, a copy of the certification has been included with this bid.
- American Water Chemicals, Inc. will provide technical on-site assistance within twenty-four (24) hours, in case of emergency regarding antiscalant product. A letter stating 24-hour on-site assistance has been included with this bid.

A handwritten signature in blue ink, appearing to read 'Qiao-Qing Di', is written above a horizontal line.

Qiao-Qing Di
QA/QC Chemist

In Process



Perfecting the Science of Membrane Treatment

Membrane Compatibility Certification

We hereby certify that all antiscalant products manufactured by American Water Chemicals, Inc. are suitable for use with spiral-wound nanofiltration polyamide thin film composite synthetic membranes.

We also confirm that our product AWC A-102 Plus is suitable for use with sulfuric acid pretreatment and it is fully compatible with feedwater constituents, and if present, will not cause precipitation of the antiscalant.

In Process

A handwritten signature in blue ink, appearing to read 'Qiao-Qing Di', is written above a horizontal line.

Qiao-Qing Di
QA/QC Chemist



Perfecting the Science of Membrane Treatment

Certificate of Shelf-Life

This is to confirm that our antiscalant AWC A-102 Plus has a minimum shelf life of two (2) years. American Water Chemicals certifies that AWC A-102 Plus supplied will be manufactured no more than twelve (12) months prior to shipment.

In Process

A handwritten signature in blue ink, appearing to read 'Qiao-Qing Di', is written over a horizontal line.

Qiao-Qing Di
QA/QC Chemist



Perfecting the Science of Membrane Treatment

Technical Service 24-hour Guarantee

American Water Chemicals, Inc. guarantees that it will have technical service representatives residing in the State of Florida throughout the contract period. Technical service representatives will be available to provide on-site assistance within 24-hours, upon notification of such need.

In Process

A handwritten signature in blue ink, appearing to read 'Veronica Varo', is written over a horizontal line.

Veronica Varo
Customer Service

5/18/2017

Listing Category Search Page | NSF International



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, May 18, 2017** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=american+water+chemicals&TradeName=AWC+A%2D102+Plus&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=american+water+chemicals&TradeName=AWC+A%2D102+Plus&)

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

American Water Chemicals, Inc.

1802 Corporate Center Lane

Plant City, FL 33563

United States

888-217-8757

813-246-5448

Visit this company's website

<http://www.membranechemicals.com>

Facility : Plant City, FL

Miscellaneous Water Supply Products

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-----------------------------|----------------|
| AWC A-102 Plus | Reverse Osmosis Antiscalant | 10mg/L |

[2] These products are designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

[3] The pH of the influent and effluent water should be monitored to ensure that all traces of the product have been removed before placing into service.

[4] This product functions as an off-line thermal distillation unit cleaner.

5/18/2017

Listing Category Search Page | NSF International

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 1 seconds

In Process

NSF International

789 N. Dixboro Road, Ann Arbor, MI 48105 USA

RECOGNIZES

American Water Chemicals, Inc.

Facility: Plant City, FL

AS COMPLYING WITH NSF/ANSI 60 AND ALL APPLICABLE REQUIREMENTS.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. This certificate remains valid as long as this client has products in Listing for the referenced standards. For the most current and complete Listing information, please access NSF's website (www.nsf.org).

Theresa Bellish

June 6, 2016

Certificate# 0X343 - 04

Theresa Bellish

General Manager, Water Systems



CERTIFICATE



This is to certify that

American Water Chemicals, Inc.

1802 Corporate Center Ln
Plant City, FL 33563
United States of America

has implemented and maintains a **Quality Management System.**

In Process

Scope:

The Design, Formulation, and Manufacture of Chemicals for Water Treatment Application;
Operate and Maintain the same.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001 : 2008

| | |
|--------------------------------|---------------|
| Certificate registration no. | 10015134 QM08 |
| Date of original certification | 2016-12-15 |
| Date of certification | 2016-12-15 |
| Valid until | 2018-09-14 |



DQS Inc.

Ganesh Rao
Managing Director



Accredited Body: DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA



Perfecting the Science of Membrane Treatment

CONFIDENTIAL

AWC Partial Reference List for AWC A-102 Plus

1. City of Ft. Myers

Size: 10 MGD

Address: 2751 Jacksonville St., Fort Myers, FL 33916

Contact: Boude Vandermeer- (239)-321-7656

Current Product: AWC A-102 Plus

2. City of Miramar

Size: 8.75 MGD and 5 MGD

Address: 4100 S. Flamingo Road, Miramar, FL 33027

Contact: Balki Bisram – (954)-438-1228

Current Product: AWC A-102 Plus

3. Ft. Pierce Utilities Authority

Size: 7.75 MGD

Address: 715 S. 25TH ST, FORT PIERCE, FL 34947

Contact: Steve Murto –(772)-466-1600 X-4389

Current Product: AWC A-102 Plus

4. City of North Miami Beach

Size: 6 MGD

Address: 19150 NW 8th Ave., Miami Gardens, FL 33169

Contact: Pat Mitchell – (305) 770-5139

Operating with AWC Antiscalant: Since 2008

Current Product: AWC A-102 Plus

5. Palm Beach County – Lake Region WTP #11

Size: 10 MGD

Address: 39700 Hooker Highway, Belle Glade, FL 33430

Contact: Kenneth Kelly- (561)-493-6171

Current Product: AWC A-102 Plus

6. Southmost Regional Desalination Authority

Address: 1255 N Farm 511, Brownsville, TX 78526

Contact: Jose Garza – (956)-350-6539

Current Product: AWC A-102 Plus

State of Florida

Department of State

I certify from the records of this office that AMERICAN WATER CHEMICALS INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 12, 1994.

The document number of this corporation is F94000001871.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 9, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of January, 2017*



Ken Ditzman
Secretary of State

Tracking Number: CC6576683648

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

NOTICE OF INTENT TO AWARD

TO: American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563

ATT: Rudy Canezo, Treasurer

Project: **Chemical Bid W1744F**
Contract for Supplying Nanofiltration Antiscalant
Town of Jupiter Utilities
Jupiter, Florida

To Whom It May Concern:

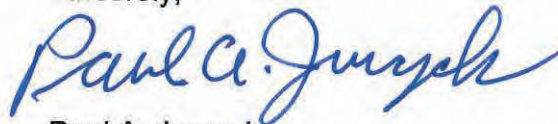
This is to advise that it is our intent to recommend award to the Jupiter Town Council for a Contract to supply nanofiltration antiscalant as a result of your bid submitted on May 23, 2017 in the amount of \$.815 per pound F.O.B for (3) year(s).

Two (2) sets of Contract Documents are included with this letter. Each set contains an unexecuted agreement and the requirement for attaching a Certificate of Insurance to each (2 total). Please execute both sets of the Agreement and return both sets to my attention within fifteen (15) consecutive calendar days from June 9, 2017.

You will be notified of the date the recommendation for award will go before the Town Council and the Council's decision as soon as it becomes available. One fully executed original contract will be returned to you for your records.

We look forward to working with your firm on this contract.

Sincerely,



Paul A. Jurczak
Town of Jupiter
Utilities Facilities Manager

NOTICE OF AWARD

TO: American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563

ATTN: Rudy Canezo, Treasurer

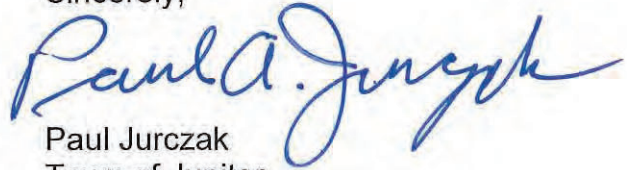
Project: **Chemical Bid 1744F**
Contract for Supplying Nanofiltration Antiscalant
Town of Jupiter Utilities
Jupiter, Florida

To Whom It May Concern:

This is to advise that on June 6, 2017, the Jupiter Town Council voted to approve award of the Contract to supply nanofiltration antiscalant as a result of your bid submitted on May 23, 2017 in the amount of \$0.815 per pound F.O.B for 3 year(s).

We look forward to working with your firm on this contract.

Sincerely,



Paul Jurczak
Town of Jupiter
Utilities Facilities Manager

AGREEMENT (CONTRACT)
BETWEEN OWNER AND SUPPLIER

THIS AGREEMENT is dated as of the 1 day of October in the year 2017 by and between Town of Jupiter (hereinafter called OWNER) and American Water Chemicals, Inc., 1802 Corporate Center Lane, Plant City, FL 334563 (hereinafter called SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply the Town of Jupiter Utilities Water Treatment Plant with nanofiltration antiscalant for a period of one year beginning October 1, 2017 through September 30, 2018 in accordance with the Base Bid and contract specifications or supply the Town of Jupiter WTP with nanofiltration antiscalant for a period of three years beginning October 1, 2017 through September 30, 2020 in accordance with the Alternate Bid and contract specifications.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CHEMICAL BID W1744F
CONTRACT FOR SUPPLYING NANOFILTRATION ANTISCALANT
FOR
TOWN OF JUPITER UTILITIES
JUPITER, FLORIDA

Article 2. GOODS AND SERVICES. SUPPLIER shall furnish the Goods and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

Town of Jupiter Utilities
Chemical Bid W1744F
Contract for Supplying Nanofiltration Antiscalant

Article 3. POINT OF DELIVERY. The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

Article 4. CONTRACT TIME.

The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2017 as outlined in the specifications, or as agreed on between the Town and Supplier. Contract shall continue for one (1) year to September 30, 2018 if the Base Bid is awarded or for three (3) years to September 30, 2020 if the Alternate Bid is awarded.

Article 5. CONTRACT PRICE.

OWNER shall pay SUPPLIER for furnishing the Goods and Special Services and for performing other services in accordance with the Procurement Documents in current funds as follows:

According to the Total Base Bid Cost F.O.B. (per Pound) or the Total Alternate Bid Cost F.O.B. (per Pound) as determined by the Owner and as presented in the Notice of Award.

Article 6. PAYMENT PROCEDURES

Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will provide the OWNER with the information required to make EFT payments.

SUPPLIER shall invoice the Owner after delivery of material and acceptance by Owner.

Article 7. SUPPLIER 'S REPRESENTATIONS.

In order to induce OWNER to enter into this Procurement Agreement SUPPLIER makes the following representations:

- 7.1. SUPPLIER has familiarized himself with the nature and extent of the Procurement Documents and has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2. SUPPLIER has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services and other services in connection therewith.

- 7.3. SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods, Special services and other services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement documents.

Article 8. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between OWNER and SUPPLIER are attached to, or accompany, this Procurement Agreement, made a part hereof and consist of the following:

- 8.1. Advertisement for Bid
- 8.2. Instructions to Bidders
- 8.3. Proposal
- 8.4. Sworn Statement
- 8.5. Notice of Award
- 8.6. This Procurement Agreement (pages 24 to 30, inclusive).
- 8.7. Opinion of Town Attorney
- 8.8. Notice to Proceed
- 8.9. Procurement Specifications bearing the title
*Town of Jupiter
Chemical Bid W1744F
Contract for Supplying Nanofiltration Antiscalant*
- 8.10. Supplier's Proposal
- 8.11. Any Modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.

Article 9. MISCELLANEOUS

- 9.1. No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited bylaw), 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 Procurement Documents.

- 9.2. OWNER and SUPPLIER each binds himself, his 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 Procurement Documents.
- 9.3. The SUPPLIER is aware that The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the SUPPLIER and its subcontractors and lower tier subcontractors. The SUPPLIER understands and agrees that in addition to other remedies and consequences provided by law, the failure of the SUPPLIER or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 9.4. The SUPPLIER shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the SUPPLIER does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

119.0701 Contracts; public records. –

- (3) For purposes of this section, the term:
- (c) “Contractor” or “SUPPLIER” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency is provided under s. 119.011(2).
 - (d) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit government created or established by law.
 - (4) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (e) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (f) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (g) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (h) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If a contractor does not comply with a public records request or fails to provide the public records to the public agency within a reasonable time, the public agency shall enforce the contract provisions in accordance with the contract.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2270, BRITTANYG@JUPITER.FL.US, OR 210 MILITARY TRAIL, JUPITER, FL 33458.

(THIS SPACE INTENTIONALLY LEFT BLANK.)

In Process

IN WITNESS WHEREOF, the parties hereto have signed 2 copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

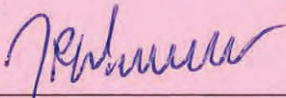
OWNER

SUPPLIER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

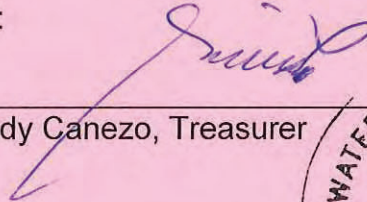
American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563

By:

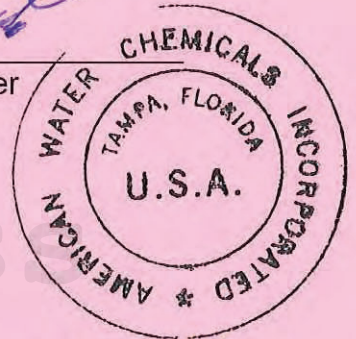


Todd Wodraska, Mayor

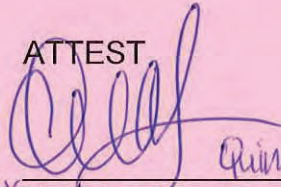
By:



Rudy Canezo, Treasurer



ATTEST



Sally Boylan, Town Clerk

Quintella Jones, Deputy Clerk

(CORPORATE SEAL)
ATTEST

RUDY CANEZO, TREASURER
PRINT NAME, TITLE:


(TOWN SEAL)



OPINION OF TOWN ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination, I am of the opinion that such documents conform to the laws of the State of Florida, that the execution of the Contract is in due and proper form, that the representative of the respective Contracting Parties have full power and authority to execute such Contract on behalf of the respective Contracting Parties and that the foregoing agreements constitute valid and binding obligations on such parties.

In Progress



Thomas J. Baird, Esquire
Attorney for Town of Jupiter

This the 20th day of June, 2017.

**TECHNICAL SPECIFICATION
FOR
NANOFILTRATION ANTISCALANT**

SCALE CONTROL ADDITIVE SPECIFICATION

A. Description

2. This section is solely intended for use when antiscalant is selected for scaling control in nanofiltration (NF) applications and is intended for use by the Town of Jupiter, Florida.
3. The antiscalant shall be specifically formulated to inhibit the formation and growth of alkaline earth carbonate, sulfate scales, stabilize metal ions in NF applications. The proposed antiscalant shall inhibit the deposition of colloidal materials such as, but not limited to clays and the hydroxides of metals such as aluminum, iron and manganese.
4. The product applied shall be a stable food grade liquid and shall not contain any soluble mineral or organic substance in quantities capable of producing deleterious or injurious effects on the health of person consuming water that has been properly treated with the product.
5. The product shall reasonably guard against biological and heavy metal contamination, and shall be free of contamination in the supplied container.

B. Submittals

1. The antiscalant supplier shall submit with its Bid, the names, addresses and contact persons of no less than five references in the United States and its Territories that can verify that the scale control product is effective as intended. It is required that these references be located in the United States (preferable in Florida) in a facility of similar size and application, and have a minimum of one year of uninterrupted usage in their facility.
2. The potential bidder shall review water quality data supplied by the Town of Jupiter Utilities and included in this bid package (or collect water sample(s) from the treatment plant for testing purposes) and establish the most effective dose rate based upon feeding the product neat with a feed water flow of 2.9 MGD, with a 85% recovery rate and a sulfuric acid adjusted feed pH of 6.5. A product projection indicating the minimum and a conservative recommended dose shall be provided based on this information with the bid. Recommended dosages must not exceed the maximum allowed by the State of Florida and ANSI/NSF STANDARD 60.
3. A letter from the supplier that all chemical constituents in the proposed product are suitable for use with spiral-wound nanofiltration polyamide thin-film composite

synthetic membranes must be provided with the bid. In addition, the letter shall confirm that the proposed product is suitable for use with sulfuric acid pretreatment. The proposed antiscalant product shall be fully compatible with feedwater constituents, and if present, will not cause precipitation of the antiscalant.

4. Certification by NSF Standard 60 that the proposed product is suitable for use in the production of drinking water by nanofiltration must be provided with the bid. The certification shall include the maximum allowable dose rates. The product packaging must bear the NSF certification mark.
5. A certificate of analysis for the scale control additive defining the parameters outlined below shall be included in the bid. The successful vendor will also provide a certificate of analysis, which demonstrates conformance with this specification supplied with each delivery and/or batch of material. The certification shall include a minimum of the following information:
 - % Solids
 - Specific Gravity
 - pH
 - Appearance
 - Residual Monomer Content
 - Brookfield Viscosity (cP, 25EC)
 - Date of Manufacture
 - Color
 - Odor
 - Active Solids
 - Residual Monomer Content
 - Total organic polymer content, weight %.
6. All submittals shall be accompanied by the Material Safety Data Sheets (MSDS) for the product in accordance with the Federal "Right-to-Know" Regulations implemented by the Occupational Safety and Health Administration (OSHA). The scale control additive must be labeled in accordance with OSHA Hazard Communication Standard 29 CFR 1910.1200 as may be current and any other applicable safety regulation(s). The vendor must supply the MSDS that conforms to this standard, which includes a description of and CAS number for the top five components over a concentration of 1%.
7. The vendor shall provide certification that the product has a minimum shelf life of two years and supply a product manufactured no more than 12 months prior to shipment.

C. Materials

1. Antiscalant shall be Avista Vitec 4000, Noveon AF1025, or approved equal.

2. Product Specification. The product shall contain the following typical properties and specifications:

| | |
|---------------------------------|-------------------------------------|
| Appearance | Water white to amber, slightly hazy |
| Odor | Slightly acrid |
| Total solids (%) | 36.5 ± 2.0 |
| pH | 4.5 ± 2.0 |
| Brookfield viscosity (cP, 25°C) | 35 (5 to 100) |
| Contamination | None by visual observation |
| Freezing point (°C) | -1.0 |
| Boiling point (°C) | 101 |
| Specific gravity | 1.15 ± .05 |
| Shelf life | 1 years |

3. The product shall be in compliance with the ANSI/NSF Standard 60 for Direct Additives for Drinking Water and shall be acceptable for potable use in Florida by local and state regulatory agencies. The product received by Jupiter Utilities shall bear the NSF mark, identifying number, product trade designation and name, address and telephone number of the manufacturer or supplier and be accompanied by a product analysis for that particular batch of chemical. Both the manufacturer and the supplier shall be listed in the index of the ANSI/NSF Standard 60 companies and shall comply with ISO 9001, 9002 or 9003 quality systems standards throughout the contract period.
4. The product manufacturer shall seal all drums. Any tampering with the seal and/or the label identifier markings shall be cause for rejection of delivery and termination of the Contract. Product stability shall be such that storage in plastic or poly-lined drums for 12 months will not affect compliance with these product specifications. Documentation of shelf life for each product shall be submitted to Town.
5. The percentage of the final neat concentration of the active ingredient(s) for antiscalant in the product shall be submitted. The Town shall be informed of any proposed change to the formulation.
6. Required mixing to maintain a consistent concentration of the antiscalant in a day tank will not be deemed acceptable.
7. Antiscalant performance will be measured by mass balance of sparingly soluble salts in the NF application, the rate of productivity decline and/or membrane

autopsy. These tests will be performed by Town, if required, or by a certified laboratory to determine acceptable performance should the material be suspected of causing deteriorious impact to the NF of sparingly soluble salts in the NF application and productivity decline rates no greater than 15-percent between annual chemical cleaning events. Productivity will be measured by temperature corrected specific flux in gal/sf-day-psi.

8. Use of antiscalant is accordance with the membrane supplier's recommendations shall not violate membrane manufacturer's warranty.

D. Delivery

1. Antiscalant supplier shall supply a sufficient quantity of antiscalant chemical to the Town for one (1) year operation of the membrane process trains.
2. Delivery shall be on an as needed basis in minimum amounts of 10 drums, 55 gallons each (plastic)(average 500 lbs. per drum) for a total delivery estimate of 5,000 pounds. Deliveries shall be completed within 3 weeks of order placement and delivered in a truck equipped with a lift gate. Drums shall be shipped on pallets. Order quantities may vary in agreement with vendor and Jupiter Utilities. Deliveries shall be made by appointment and the supplier shall fax in advance a copy of the truck driver's license.
3. Any vendor distributing a product not directly manufactured by the vendor must supply verification from the product manufacturer that they are authorized to do so for the entire duration of the contract. If awarded, no substitutions are allowed.
4. In case of emergency regarding the antiscalant product, the vendor shall be required to provide technical on-site assistance within twenty-four (24) hours of notification of such need. To insure that this requirement can be met, it is further specified that the vendor shall have a qualified technical service representative residing in the State of Florida throughout the contract period, or otherwise guarantee, in writing, the 24-hour on-site assistance.
5. Any material that arrives cloudy in appearance or suspect in nature or is proven to be below the quality required by the product specifications, Jupiter Utilities reserves the right to reject that shipment. The rejected materials shall be removed by the vendor at the vendor's expense. The vendor shall then replace the rejected material with satisfactory material or credit the Town of Jupiter with the full delivery price of the rejected material. Disposition of material shall be determined as soon as possible and inspection of the batch will be made at the time of the finding for any other drums that are suspect. Immediate deliveries may be required to substitute for the suspect material. Jupiter Utilities is obligated to pay for any usable product meeting these technical specifications. All other material sent by the vendor remains the responsibility of the vendor to remove from Jupiter Facilities.

6. Should the antiscalant, for any reason, prove unsatisfactory for the purpose intended, or should that antiscalant not perform in accordance with the technical specifications, or should there be a decline in treatment effectiveness or performance as a direct result of the antiscalant, the Town of Jupiter reserves the right to cancel the Contract.
7. No escalation will be permitted for chemical cost for the duration of this contract.
8. Escalation/de-escalation for freight will be permitted under this Contract. The request must be made in writing, to the Town, at least 60 days prior to the new rate becoming effective. Proof justifying the change of rate shall be furnished with the written request.
9. To be bid F.O.B. Delivered to Jupiter Water Treatment Facility.
10. DELIVERY: Town of Jupiter Water Treatment Facility, 17403 Central Blvd., Jupiter, FL 33458.

In Process

Client#: 1696523

131AMERIENG

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2017

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 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 BB&T Insurance Services, Inc. PO Box 4927 Orlando, FL 32802-4927 407 691-9600 | CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 | FAX (A/C, No): 888-635-4183 | |
| | E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # | | |
| INSURED American Engineering Services Inc 1802 Corporate Center Ln Plant City, FL 33563 | INSURER A : Evanston Insurance Company | | 35378 |
| | INSURER B : Owners Insurance Company | | 32700 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES CERTIFICATE NUMBER: **17/18 GL/CAU BAI** 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | MKLV2ENV100104 | 04/29/2017 | 04/29/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 4947152201 | 05/01/2017 | 05/01/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE | | | MKLV2EFX100031 | 04/29/2017 | 04/29/2018 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ PER STATUTE OTH-ER |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Contr.Pollution | | | MKLV2ENV100104 | 04/29/2017 | 04/29/2018 | 1,000,000 Ea.Condition (w/\$5,000 Deductible) |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured name continued: American Water Chemicals, Inc. dba Alkema Solutions, Inc.
 Additional Insured status is granted with respects to General Liability per endorsement "Additional Insured Owners, Lessees or Contractors-Blanket" form #CG 20 10 04/13 and "Additional Insured-Owners, Lessees or Contractors-Completed Operations-Blanket" form #CG 20 37 04/13.
 Additional Insured status is granted with respects to Automobile Liability per endorsement "Automatic (See Attached Descriptions)

| | |
|--|---|
| CERTIFICATE HOLDER Town of Jupiter 210 Military Trail Jupiter, FL 33458 | 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  |
|--|---|

City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/24/2019

| | | |
|--------------------------------|---|---------------------------|
| Department Item Key | Stormwater & Engineering | Amount Account |
| Subject | RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITY WIDE SURVEYING AND MAPPING SERVICES | |
| Background : | <p>A Request for Qualifications (RFQ-CD-CM-19-61) was advertised for Surveying & Mapping Services to provide expertise and technical skills for various projects throughout the City.</p> <p>In accordance with the City's Purchasing Policy, City staff advertised and solicited bids for Surveying & Mapping services on an as needed basis. The City received seven (6) bids which were responsive and responsible. The project bid overview and notice of intent to award are attached. Staff recommends City Council approving master service agreements with Southeastern Surveying and Mapping Corporation, WGI, CPH, INC., Bradshaw-Niles & Associates, Inc., Alliant Engineering, Inc., and Atlantic Drafting and Surveying, Inc.</p> <p>City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council.</p> | |
| Recommended Action : | ADOPT RESOLUTION 2019-XX APPROVING MASTER SERVICE AGREEMENTS WITH MULTIPLE FIRMS FOR CITY WIDE SURVEYING AND MAPPING SERVICES | |

**RESOLUTION 2019-
CITY-WIDE MAPPING AND SURVEYING SERVICES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF MASTER SERVICES AGEEMENTS WITH SOUTHEASTERN SURVEYING AND MAPPING CORPORATION, WGI, CPH, INC., BRADSHAW-NILES & ASSOCIATES, INC., ALLIANT ENGINEERING, INC., AND ATLANTIC DRAFTING AND SURVEYING, INC. FOR CITY-WIDE MAPPING AND SURVEYING SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southeastern Surveying and Mapping Corporation, WGI, CPH, INC., Bradshaw-Niles & Associates, Inc., Alliant Engineering, Inc., and Atlantic Drafting and Surveying, Inc., desire to contract with the City of Palm Coast, for surveying & mapping services; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with the above mentioned firms., for surveying & mapping services.

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

SECTION 1. APPROVAL OF CONTRACTS. The City Council hereby approves the terms and conditions of a contract with Southeastern Surveying and Mapping Corporation, WGI, CPH, INC., Bradshaw-Niles & Associates, Inc., Alliant Engineering, Inc., and Atlantic Drafting and Surveying, Inc., for City-Wide surveying and mapping services as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 1st day of October 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contracts with Southeastern Surveying and Mapping Corporation, WGI, CPH, INC., Bradshaw-Niles & Associates, Inc., Alliant Engineering, Inc., and Atlantic Drafting and Surveying, Inc.

Approved as to form and legality

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: City Wide Surveying and Mapping Services - RFSQ-CD-19-61

Date: 8/12/2019

Appeal Deadline: Appeals must be Filed by 5:00 PM on 8/15/2019

| Firm | Points/Ranking |
|---|----------------|
| Southeastern Surveying and Mapping Corporation Orlando, FL | 84.75 1 |
| WGI Fleming Island, FL | 83.25 2 |
| CPH, Inc. Palm Coast, FL | 81.75 3 |
| Bradshaw-Niles & Associates, Inc. St. Augustine, FL | 81.00 4 |
| Alliant Engineering, Inc. Jacksonville, FL | 73.50 5 |
| Atlantic Drafting and Surveying, Inc. Ormond Beach, FL | 72.25 6 |
| Sliger & Associates, Inc. Port Orange, FL | 57.25 7 |

The intent of the City of Palm Coast is to award City Wide Surveying and Mapping Services to the Contractors listed above **scoring higher than 70 total points.**

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

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



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

RFSQ-CD-19-61 - City Wide Surveying and Mapping Services

Project Overview

| Project Details | |
|---------------------|---|
| Reference ID | RFSQ-CD-19-61 |
| Project Name | City Wide Surveying and Mapping Services |
| Project Owner | Jesse Scott |
| Project Type | RFSQ |
| Department | Procurement |
| Budget | \$0.00 - \$0.00 |
| Project Description | This Request for Statement of Qualifications is issued for the purpose of securing City Wide Surveying and Mapping Services |
| Open Date | Jul 10, 2019 8:00 AM EDT |
| Intent to Bid Due | Aug 01, 2019 1:00 PM EDT |
| Close Date | Aug 01, 2019 2:00 PM EDT |

| Awarded Suppliers | Reason | Score |
|-----------------------------------|--------|-----------|
| Bradshaw-Niles & Associates, Inc. | | 81 pts |
| WGI | | 83.25 pts |

| | | |
|---|--|------------------|
| Southeastern Surveying and Mapping Corporation | | 84.75 pts |
| Atlantic Drafting & Surveying, Inc. | | 72.25 pts |
| CPH, Inc. | | 81.75 pts |
| Alliant Engineering, Inc. | | 73.5 pts |

Seal status

| Requested Information | Unsealed on | Unsealed by |
|------------------------------|--------------------------|--------------------|
| Proposal | Aug 01, 2019 2:05 PM EDT | Jesse Scott |
| Required Forms | Aug 01, 2019 2:05 PM EDT | Jesse Scott |

Conflict of Interest

| Name | Date Signed | Has a Conflict of Interest? |
|-----------------|--------------------------|------------------------------------|
| Alex Blake | Aug 01, 2019 2:18 PM EDT | No |
| Mike Peel | Aug 05, 2019 3:53 PM EDT | No |
| Jesse Scott | Aug 01, 2019 2:07 PM EDT | No |
| Carmelo Morales | Aug 08, 2019 4:08 PM EDT | No |
| Damaris Ramirez | Aug 05, 2019 2:52 PM EDT | No |

Submissions

| Supplier | Date Submitted | Name | Email | Confirmation Code |
|---|--------------------------|-------------------|--|-------------------|
| Bradshaw-Niles & Associates, Inc. | Jul 31, 2019 7:53 AM EDT | Albert Bradshaw | dbradshaw@bradshaw-niles.com | NTQ2Njk= |
| WGI | Jul 31, 2019 4:14 PM EDT | Sima Narcus | sima.narcus@wginc.com | NTQ3NjY= |
| Southeastern Surveying and Mapping Corporation | Jul 30, 2019 2:38 PM EDT | Marketing Team | marketing@ssmc.us | NTQ2MjA= |
| Sliger & Associates | Aug 01, 2019 1:41 PM EDT | Donna Hendrickson | billing@sligerassociates.com | NTQ4MzY= |
| Atlantic Drafting & Surveying, Inc. | Jul 30, 2019 5:15 PM EDT | Lynn Tyler | info@atlanticdraftingandsurveyinginc.com | NTQ2NTA= |
| CPH, Inc. | Aug 01, 2019 9:02 AM | Nik Jindal | info@cphcorp.com | NTQ3OTg= |
| Alliant Engineering, Inc. | Aug 01, 2019 1:11 PM EDT | Sarah Poquette | spoquette@alliant-inc.com | NTQ4MzA= |

Project Criteria

| Criteria | Points | Description |
|------------------------------------|-----------|---|
| Required Forms | Pass/Fail | Completed as requested |
| Proposal | Pass/Fail | Admin Review |
| Project Understanding and Proposal | 25 pts | This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the Proposer's ability to meet the City's schedule for providing the work, service, outlining the approach that would be undertaken in providing the requested services. Under the City's current Performance Measurements a Plat first time review would be required to be completed within 12 business days. For any subsequent Plat review the review would be required to be completed within 7 business days. |
| Experience with Similar Projects | 20 pts | Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, location, description of the funding entity, project budget, project description, length, and outcomes. Provide the contact information for the entities where work has been done for reference purposes. Experience with Similar Projects, Technical Capability, and Qualifications (0 - 20 points) Below Average 4 Points Average 8 Points |

| | | |
|---------------------------|--------|--|
| | | Above Average 12 Points Well Above Average 16 Points Outstanding 20 Points |
| Proposed QC/QA Measures | 15 pts | In this section, discuss the Proposer's quality control and quality assurance measures, any ideas, innovative approaches, or specific new concepts included in the proposal that would benefit the City. Project QA/QC (0 - 15 points) Below Average 3 Points Average 6 Points Above Average 9 Points Well Above Average 12 Points Outstanding 15 Points |
| Project Innovation | 10 pts | The Proposer may suggest technical or procedural innovations that have been used successfully on other engagements. Project Innovation (0 - 10 points) Below Average 2 Points Average 6 Points Above Average 8 Points Well Above Average 9 Points Outstanding 10 Points |
| Project Team and Schedule | 25 pts | Provide an organization chart showing a staffing plan, which clearly illustrates the key elements of the organizational structure of the entire project team with specific proposed functions for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources. The information provided under this section should be limited to a maximum of ten (10) pages. Project Team (0 - 25 points) Below Average 5 Points Average 10 |

| | | |
|--------------|----------------|---|
| | | Points Above Average 15 Points Well Above Average 20 Points Outstanding 25 Points |
| Location | 5 pts | Location of Responding Firm Office (0 - 5 points) Outside state of Florida 0 Points Within the state of Florida 2 Points Within Flagler County 3 Points Within Palm Coast FL 5 Points |
| Total | 100 pts | |

Scoring Summary

Active Submissions

| | Total | Required Forms | Proposal | Project Understanding and Proposal | Experience with Similar Projects |
|--|------------------|-----------------------|------------------|---|---|
| Supplier | / 100 pts | Pass/Fail | Pass/Fail | / 25 pts | / 20 pts |
| Southeastern Surveying and Mapping Corporation | 84.75 pts | Pass | Pass | 22.25 pts | 18.25 pts |
| WGI | 83.25 pts | Pass | Pass | 22.25 pts | 17 pts |
| CPH, Inc. | 81.75 pts | Pass | Pass | 18.25 pts | 17.25 pts |
| Bradshaw-Niles & Associates, Inc. | 81 pts | Pass | Pass | 19.5 pts | 17.5 pts |
| Alliant Engineering, Inc. | 73.5 pts | Pass | Pass | 18.25 pts | 15 pts |

| | Total | Required Forms | Proposal | Project Understanding and Proposal | Experience with Similar Projects |
|-------------------------------------|------------------|-----------------------|------------------|---|---|
| Supplier | / 100 pts | Pass/Fail | Pass/Fail | / 25 pts | / 20 pts |
| Atlantic Drafting & Surveying, Inc. | 72.25 pts | Pass | Pass | 19.25 pts | 16 pts |
| Sliger & Associates | 57.25 pts | Pass | Pass | 14.25 pts | 13 pts |

| | Proposed QC/QA Measures | Project Innovation | Project Team and Schedule | Location |
|--|--------------------------------|---------------------------|----------------------------------|-----------------|
| Supplier | / 15 pts | / 10 pts | / 25 pts | / 5 pts |
| Southeastern Surveying and Mapping Corporation | 12 pts | 8.5 pts | 21.75 pts | 2 pts |
| WGI | 12 pts | 8.25 pts | 21.75 pts | 2 pts |
| CPH, Inc. | 11.75 pts | 8.5 pts | 21 pts | 5 pts |

| | Proposed QC/QA Measures | Project Innovation | Project Team and Schedule | Location |
|-------------------------------------|--------------------------------|---------------------------|----------------------------------|-----------------|
| Supplier | / 15 pts | / 10 pts | / 25 pts | / 5 pts |
| Bradshaw-Niles & Associates, Inc. | 12.75 pts | 7.5 pts | 21.75 pts | 2 pts |
| Alliant Engineering, Inc. | 11.75 pts | 6.25 pts | 20.25 pts | 2 pts |
| Atlantic Drafting & Surveying, Inc. | 9.5 pts | 7.5 pts | 17.25 pts | 2.75 pts |
| Sliger & Associates | 7.25 pts | 3.75 pts | 17 pts | 2 pts |

City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/24/2019

| | | | |
|-----------------------------|--|----------------|--|
| Department | FINANCE | Amount | |
| Item Key | | Account | |
| Subject | PRESENTATION-AUGUST 2019 EMERGENCY PURCHASES | | |
| Background : | In accordance with Division 3 Purchases and Contractual Services, of the City's Procurement Policies, a listing of emergency purchases are presented to City Council. The Director of Financial Services will present the list of emergency purchases made during August 2019. | | |
| Recommended Action : | For presentation only | | |
| | | | |

| Entry Date | Requisition # | Total Amount | Vendor | Description | Department | Field Name | Field Value |
|------------|---------------|--------------|--------------------|----------------------------|---------------------|------------|-------------|
| 8/30/2019 | 2074 | \$77,765.00 | VERMEER SOUTHEAST | PW Fleet- Vermeer Chipper | FLEET MANAGEMENT | EMERGENCY | DISASTER |
| 8/30/2019 | 2076 | \$10,758.96 | SYNERGY RENTS, LLC | PW Fleet- Equipment Rental | FLEET MANAGEMENT | EMERGENCY | DISASTER |

City of Palm Coast, Florida Agenda Item

Agenda Date :09/24/2019

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



Meeting Calendar for 9/25/2019 through 10/31/2019

9/26/2019 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

10/1/2019 6:00 PM

City Council
City Hall

10/2/2019 10:00 AM

Code Enforcement Board
City Hall

10/8/2019 9:00 AM

City Council Workshop
City Hall

10/15/2019 9:00 AM

City Council
City Hall

10/16/2019 5:30 PM

Planning & Land Development Regulation Board
City Hall

10/24/2019 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

10/29/2019 9:00 AM

City Council Workshop
City Hall

| | | | |
|--|---------------|--|----------------|
| | | Business 10/01/2019 | |
| | Resolution | IA Supplemental - OKR S | Adams/Flanagan |
| | Resolution | Service Agreement Directional Boring For Water Distribution | Adams/Roussell |
| | Resolution | Managed SCADA Systems for Utilities | Adams/Roussell |
| | Resolution | Piggyback AWC for Chemicals | Adams/Roussell |
| | Resolution | Advent Health Design Srvc. Agreement OKR Ext. | Cote |
| | Resolution | Contract Surveying and Mapping Services | Cote |
| | Resolution | Aquatic Management Ditch Weed Control | Hyatt |
| | Ordinance 2nd | Palm Coast Park MPD Modification | Papa |
| | | Workshop 10/08/2019 | |
| | Resolution | Price Agreement for Laboratory Analysis Services FY 2020 | Adams/Roussell |
| | Resoluion | Service Agreement for Underground Utility FY 2020 for Water Distribution | Adams/Roussell |
| | Resolution | Price Agreements Annual Supply of Chemicals for WTP's and WWTP's | Adams |
| | Resolution | Service Agreement Directional Boring For Water Distribution | Adams/Roussell |
| | Resolution | Service Agreement Testing of Revenue & Well Meters | Adams/Schweers |
| | Presentation | Council Priority Update Presentation | Bevan |
| | Resolution | Cultural Arts Grant Recommendations | Johnston |
| | | Business 10/15/2019 | |
| | Resolution | Price Agreement for Laboratory Analysis Services FY 2020 | Adams/Roussell |
| | Resoluion | Service Agreement for Underground Utility FY 2020 for Water Distribution | Adams/Roussell |
| | Resolution | Price Agreements Annual Supply of Chemicals for WTP's and WWTP's | |
| | Resolution | Service Agreement Directional Boring For Water Distribution | Adams/Roussell |
| | Resolution | Service Agreement Testing of Revenue & Well Meters | Adams/Schweers |
| | Resolution | Cultural Arts Grant Recommendations | Johnston |
| | Presentation | Citizen's Academy 47th | Schotley |
| | | Workshop 10/29/2019 | |
| | Presentation | RFP P3 | Kewley |
| | | Business 11/05/2019 | |
| | Proclamation | Diabetes Awareness | Smith |
| | | Future | |
| | Resolution | Annual Fire Inspection Fees | Alves |
| | Presentation | Security Assessment Review | Akins |
| | Presentation | Finance Awards | Alves |

| | | | |
|--|---------------|---|------------------|
| | Resolution | Pine Lakes Pkwy Forcemain and Lift Station Improvements | Blake/Kronenberg |
| | Resolution | Equip 3 Wells and Raw Water Main, PH 3 | Blake/Kronenberg |
| | Resolution | FEMA Generator for City Hall | Cote |
| | Resolution | Advent Health Design Srvc. Agreement OKR Ext. | Cote |
| | Resolution | IA FC Service Agreement | Falgout |
| | Resolution | IA FC Lease Program radios and service agreement | Falgout |
| | Resolution | IA FC Service Agreement | Falgout |
| | Presentation | Fire Impact Fee and Fire 10 yr plan | Forte/Clark/Cote |
| | Ordinance 1st | Animal Control amendment | Grossman |
| | Ordinance | LDC Architectural Chapter 13 | Hoover/Dawson |
| | Resolution | WAWA - ROW lease - PC Parkway | Hoover |
| | Resolution | WAWA - Bulldog | Hoover |
| | Resolution | Sawmill Creek Phase I - Final Plat | Hoover |
| | Resolution | Palm Coast Storage -Technical Site Plan Tier 3 | Hoover |
| | Resolution | IA County for field usage | Johnston |
| | Resolution | Project Price is Right Incentive Agreement | Newingham |
| | Ordinance | Old Kings Road, South MPD | Papa |
| | Resolution | Advent Health Impact Fee Agreement | Papa |
| | Resolution | Surveyeing and Mapping Services | Peel |
| | Resolution | Grand Landings Phase IV-Final Plat | Ramirez |
| | Presentation | 2019 Workshop Meeting - LDC Signs Chapter 9 | CDD |