



City of Palm Coast Agenda COUNCIL WORKSHOP

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

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

Tuesday, December 10, 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 AN ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT WITH FLORIDA POWER & LIGHT**
- 2 RESOLUTION 2019-XX APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2018 TO SEPTEMBER 30, 2019**

F WRITTEN ITEMS

- 3 RESOLUTION 2019-XX APPROVING PIGGYBACKING THE OSCEOLA COUNTY CONTRACT WITH MILLER ELECTRIC FOR VIDEO SURVEILLANCE AND ACCESS CONTROL REPAIR & MAINTENANCE CITY WIDE USAGE
- 4 RESOLUTION 2019-XX APPROVING PIGGYBACKING THE LAKE COUNTY CONTRACT WITH MUNICIPAL EMERGENCY SERVICES FOR THE ANNUAL PURCHASE OF FIREFIGHTER BUNKER GEAR
- 5 RESOLUTION 2019-XX APPROVING A PRICE AGREEMENT WITH ARGOS READY MIX, LLC., FOR 4,000 PSI CONCRETE FOR CITYWIDE USE
- 6 RESOLUTION 2019-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE R SECTION PEP MAIN IMPROVEMENTS PROJECT PHASE 2
- 7 RESOLUTION 2019-XX APPROVING A CONTRACT WITH MILLER PIPELINE, LLC, FOR THE CONSTRUCTION OF THE 2020 SANITARY SEWER LINING PROJECT
- 8 RESOLUTION 2019-XX APPROVING A PURCHASE AGREEMENT WITH VEOLIA WATER TECHNOLOGIES, INC., FOR KRUGER HYDROTECH DISCFILTER CAPACITY UPGRADES
- 9 RESOLUTION 2019-XX APPROVING PIGGYBACKING THE WEST PALM BEACH CONTRACT WITH STEWART'S ELECTRIC MOTOR WORKS, INC. FOR THE PURCHASE AND REPAIR OF MOTORS AND PUMPS
- 10 RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH INTEGRITY MUNICIPAL SYSTEMS, LLC FOR THE PURCHASE OF THE LIME SLAKING SYSTEM
- 11 RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC. FOR THE EVALUATION AND REHABILITATION OF WELL SW-145
- 12 RESOLUTION 2019-XX APPROVING A CONTRACT WITH T.B. LANDMARK CONSTRUCTION, INC., FOR THE FORCE MAIN AND SEWER PUMP STATION IMPROVEMENTS AS PART OF THE PINE LAKES PARKWAY AND US 1 PROJECT.

G PUBLIC PARTICIPATION

H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

K ADJOURNMENT

13 CALENDAR/WORKSHEET

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department	PLANNING	Amount
Item Key	7390	Account
Subject	RESOLUTION 2019-XX APPROVING AN ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT WITH FLORIDA POWER & LIGHT	
Background : Florida Power and Light Company's (FPL) has launched a new "EVolution" program to help accelerate the growth of electrical vehicle (EV) infrastructure, and is inviting the City of Palm Coast to participate by hosting EV-charging equipment on City property. Through this program, FPL will provide the following turnkey services at no cost to the City: <ul style="list-style-type: none">• Charging equipment• Installation & maintenance• Dedicate EV parking stall striping & signage• EV driver support City participation in the program as a host site requires entering an agreement with the following commitments: <ul style="list-style-type: none">• An initial seven-year commitment with the option to renew• Offer charging as a free amenity for their employees and patrons• Cover the cost of power from EV charging at the property's current electric rate The City of Palm Coast has dually recognized the growth of electric vehicle charging and the reciprocal benefits of users visiting City facilities. In January 2017, the first publically accessible electric vehicle charging station went live at Palm Coast's City Hall in Town Center at no cost to the user. During the renovation of the Palm Coast Community Center and James F. Holland Memorial Park, the necessary infrastructure was constructed in support of future charging stations. Participation in FPL's Evolution program would help achieve this goal with little cost to the City. The only cost will be the cost of electricity used during active charging. The following parks are being proposed to be host sites for the program. The exact number and locations of chargers are not yet finalized, but FPL and City staff offer a preliminary estimate of up to 14 charging spaces in the referenced parks. <ol style="list-style-type: none">1. James F. Holland Memorial Park (4 spaces)2. Community Center (2 spaces)3. Palm Coast Tennis Center (2 spaces)4. Palm Coast Aquatics Center (2 spaces)5. Indian Trails Sports Complex (4 spaces) Other communities that are participating in the FPL Evolution program include, but not limited to the following: <ul style="list-style-type: none">• City of Palm Beach Gardens• Port Canaveral Port Authority• Port of Palm Beach• City of Boynton Beach• City of Sunny Isles		

On October 24, 2019, staff provided a presentation to the City of Palm Coast Beautification Environmental Advisory Committee (BEAC) regarding the potential participation in the program and associated commitments. The BEAC unanimously voted in support of the program and provided a recommendation to City Council to enter into the Agreement with FPL to participate in the EVolution Program.

Recommended Action :

ADOPT RESOLUTION 2019-XX APPROVING AN ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT WITH FLORIDA POWER & LIGHT

RESOLUTION 2019 - ____
FLORIDA POWER & LIGHT (FPL)
ELECTRIC VEHICLE CHARGING EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN AGREEMENT WITH FLORIDA POWER AND LIGHT FOR THE INSTALLATION OF ELECTRIC CHARGING STATIONS AT 5 CITY PARKS: JAMES F. HOLLAND MEMORIAL PARK, COMMUNITY CENTER, INDIAN TRAILS SPORTS COMPLEX, PALM COAST TENNIS CENTER, AND PALM COAST AQUATICS CENTER; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID LEASE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast and Florida Power & Light Company (FPL) mutually agree that the popularity of electric vehicle charging is growing; and

WHEREAS, the FPL partners with leading organizations to create more than a thousand charge points for current and future electric vehicle (EV) drivers with the EVolution program; and

WHEREAS, FPL has invited the City of Palm Coast to participate in their EVolution by hosting EV-charging equipment on City property; and

WHEREAS, FPL will provide installation and maintenance of charging equipment, dedicated EV parking stall striping and signage, and EV driver support at no cost to the City; and

WHEREAS, the City Council of the City of Palm Coast desires to support devices at James F. Holland Memorial Park, Palm Coast Community Center, Indian Trails Sports Complex, Palm Coast Tennis Center, and Palm Coast Aquatics Center; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into an agreement with FPL.

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

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the agreement with Florida Power and Light Company for electric charging stations, 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. 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 17th day of December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – FPL Evolution Agreements

Approved as to form and legality

William E. Reischmann, Jr., Esq.

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this 3 day of December, 2019, by and between City of Palm Coast ("Host"), with a location at 18 Florida Park Drive, Palm Coast, Florida 32137 (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the seventh (7th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. If Company determines it to be necessary or desirable, the Company may record

a memorandum of agreement in the public records of the county in which the Property is located and Host shall sign such memorandum of agreement (if needed). The right to access and use of Host's electrical system(s) includes for purposes of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. The Host will share information requested by the Company (including, but not limited to, baseline data requests, electric vehicle information and user surveys).

4. Payment of Electricity. Host is responsible for paying all consumption costs for electricity dispensed from the Equipment at the rate paid by Host.

5. Charge for Use of Equipment. Host agrees that users of the Equipment will not be charged for using the Equipment.

6. Interference. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the

insurance designated in this section through any combination of self-insurance, primary or excess coverage. Host shall also maintain "all risk" property insurance, with limits in the amount of the full replacement cost of the Property and improvements. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). Notwithstanding the foregoing, this Section 8 shall not be construed or interpreted as a waiver of Host's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company and Relocation of Equipment. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. During the Term, Host may request, in writing, that Company move the Equipment to another location on the Property. If Company approves such relocation, in its commercially reasonable discretion, Company shall, at the Host's cost and expense, relocate such Equipment on terms mutually agreed upon by the Parties.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

16. Additional Equipment. In the event Host desires to have installed on the Property any additional electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of

Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and unappealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A-- Location of Equipment

Property Address: [18 Florida Park Drive](#)
[Palm Coast, Florida 32137](#)].

Number of Spaces: Up to [4] spaces.

Map:

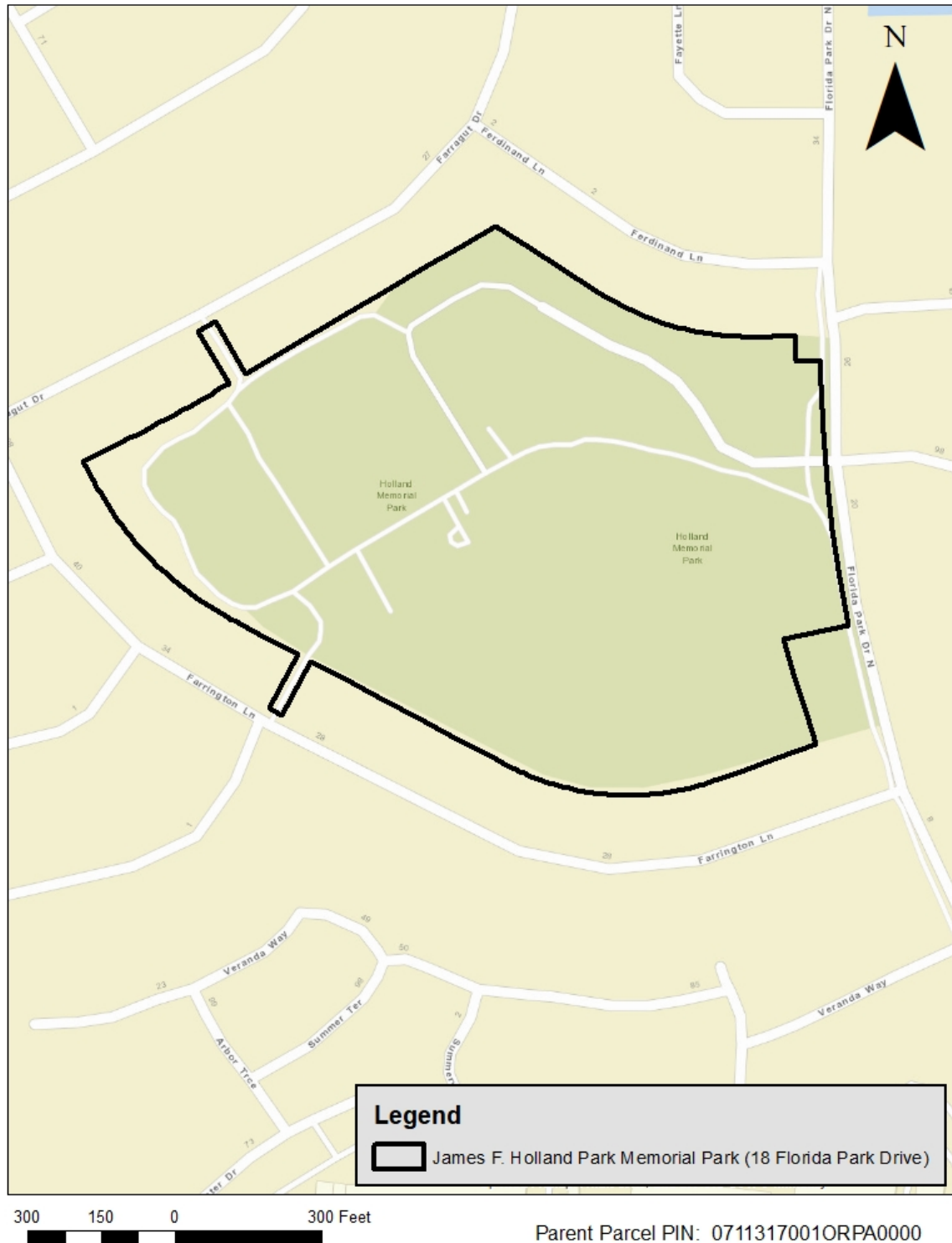
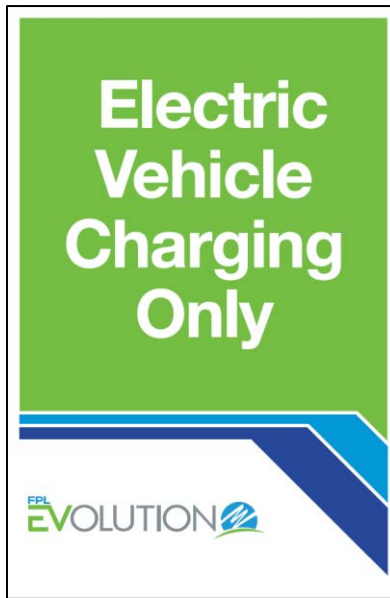
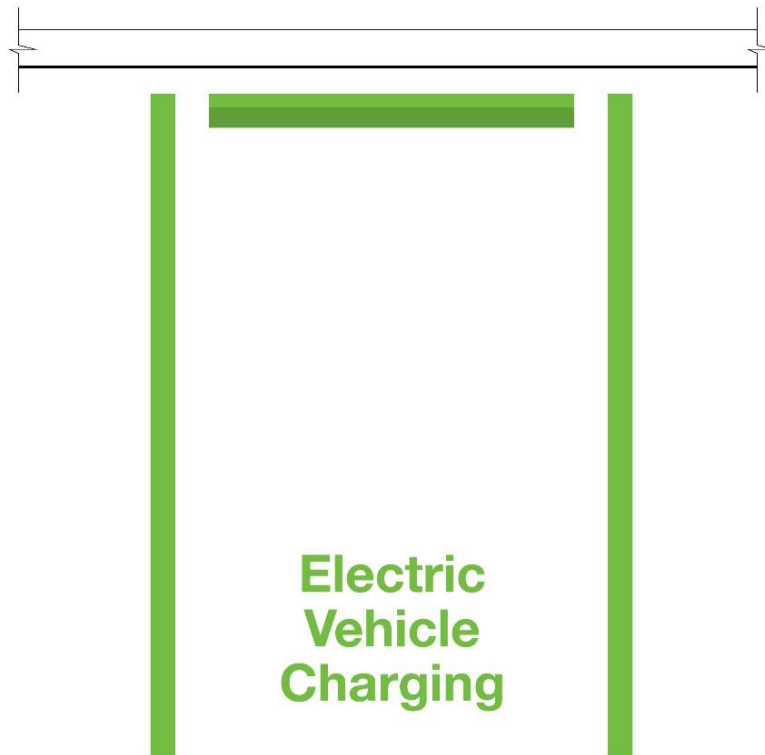


Exhibit B—Form of Signage



Parking Stall Signage (~12" x ~18")



Parking Stall Striping

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this 3 day of December, 2019, by and between City of Palm Coast ("Host"), with a location at 305 Palm Coast Parkway NE, Palm Coast, Florida 32137 (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the seventh (7th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. If Company determines it to be necessary or desirable, the Company may record

a memorandum of agreement in the public records of the county in which the Property is located and Host shall sign such memorandum of agreement (if needed). The right to access and use of Host's electrical system(s) includes for purposes of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. The Host will share information requested by the Company (including, but not limited to, baseline data requests, electric vehicle information and user surveys).

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7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the

insurance designated in this section through any combination of self-insurance, primary or excess coverage. Host shall also maintain "all risk" property insurance, with limits in the amount of the full replacement cost of the Property and improvements. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). Notwithstanding the foregoing, this Section 8 shall not be construed or interpreted as a waiver of Host's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company and Relocation of Equipment. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. During the Term, Host may request, in writing, that Company move the Equipment to another location on the Property. If Company approves such relocation, in its commercially reasonable discretion, Company shall, at the Host's cost and expense, relocate such Equipment on terms mutually agreed upon by the Parties.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

16. Additional Equipment. In the event Host desires to have installed on the Property any additional electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of

Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and unappealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A-- Location of Equipment

Property Address: 305 Palm Coast Parkway NE
Palm Coast, Florida 32137].

Number of Spaces: Up to 2 spaces.

Map:

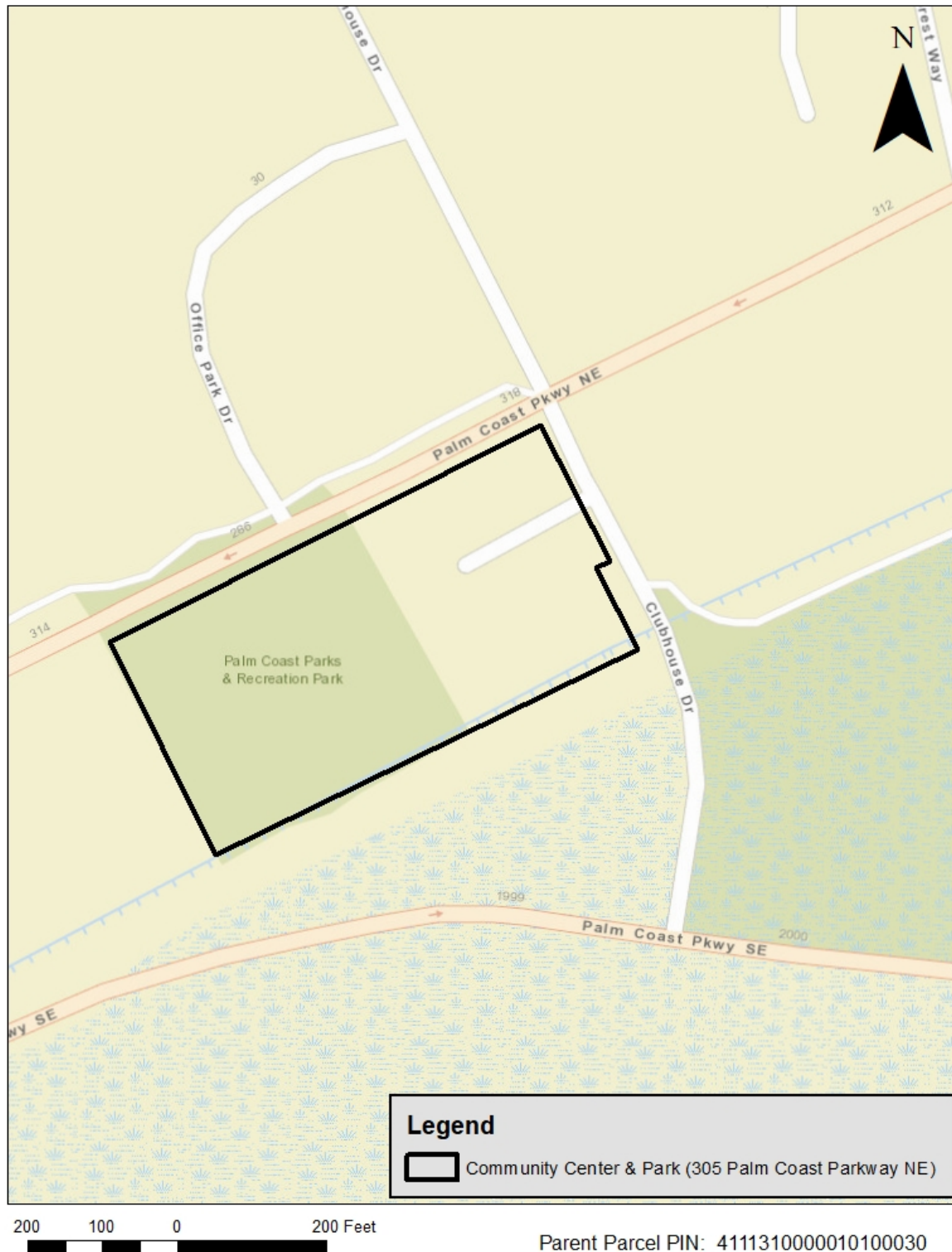
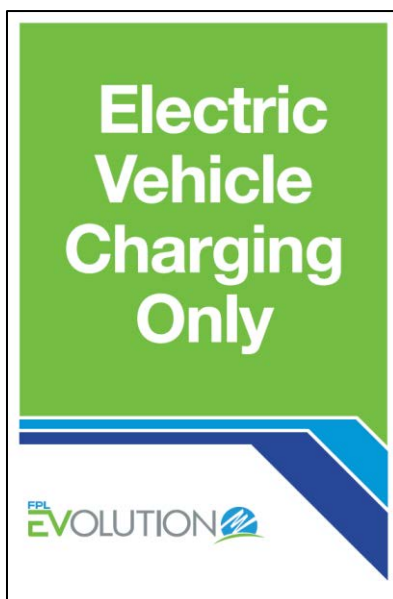
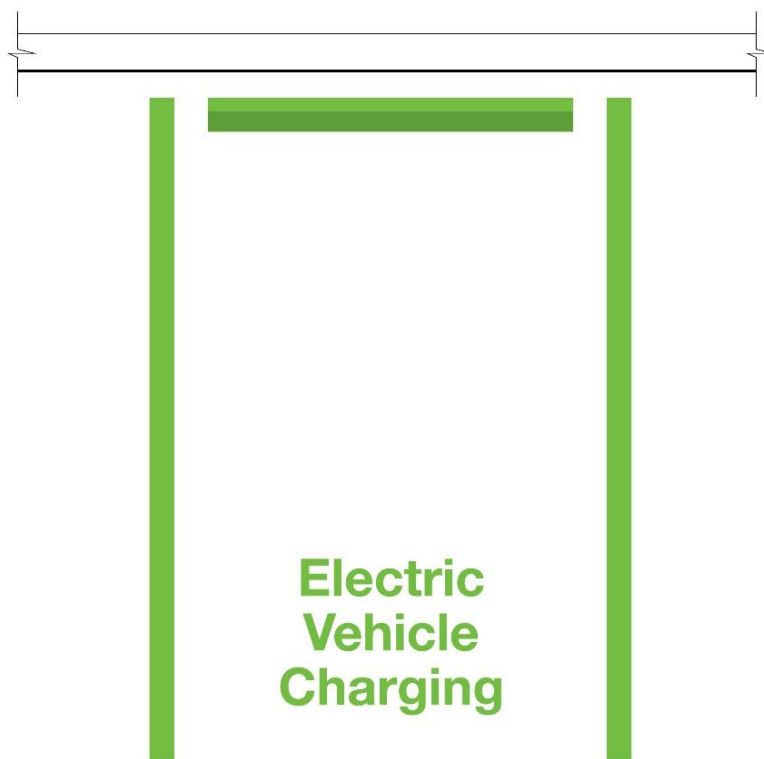


Exhibit B—Form of Signage



Parking Stall Signage (~12" x ~18")



Parking Stall Striping

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this 3 day of December, 2019, by and between City of Palm Coast ("Host"), with a location at 5455 Belle Terre Parkway, Palm Coast, Florida 32137 (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the seventh (7th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. If Company determines it to be necessary or desirable, the Company may record

a memorandum of agreement in the public records of the county in which the Property is located and Host shall sign such memorandum of agreement (if needed). The right to access and use of Host's electrical system(s) includes for purposes of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. The Host will share information requested by the Company (including, but not limited to, baseline data requests, electric vehicle information and user surveys).

4. Payment of Electricity. Host is responsible for paying all consumption costs for electricity dispensed from the Equipment at the rate paid by Host.

5. Charge for Use of Equipment. Host agrees that users of the Equipment will not be charged for using the Equipment.

6. Interference. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the

insurance designated in this section through any combination of self-insurance, primary or excess coverage. Host shall also maintain "all risk" property insurance, with limits in the amount of the full replacement cost of the Property and improvements. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). Notwithstanding the foregoing, this Section 8 shall not be construed or interpreted as a waiver of Host's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company and Relocation of Equipment. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. During the Term, Host may request, in writing, that Company move the Equipment to another location on the Property. If Company approves such relocation, in its commercially reasonable discretion, Company shall, at the Host's cost and expense, relocate such Equipment on terms mutually agreed upon by the Parties.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

16. Additional Equipment. In the event Host desires to have installed on the Property any additional electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of

Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and unappealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

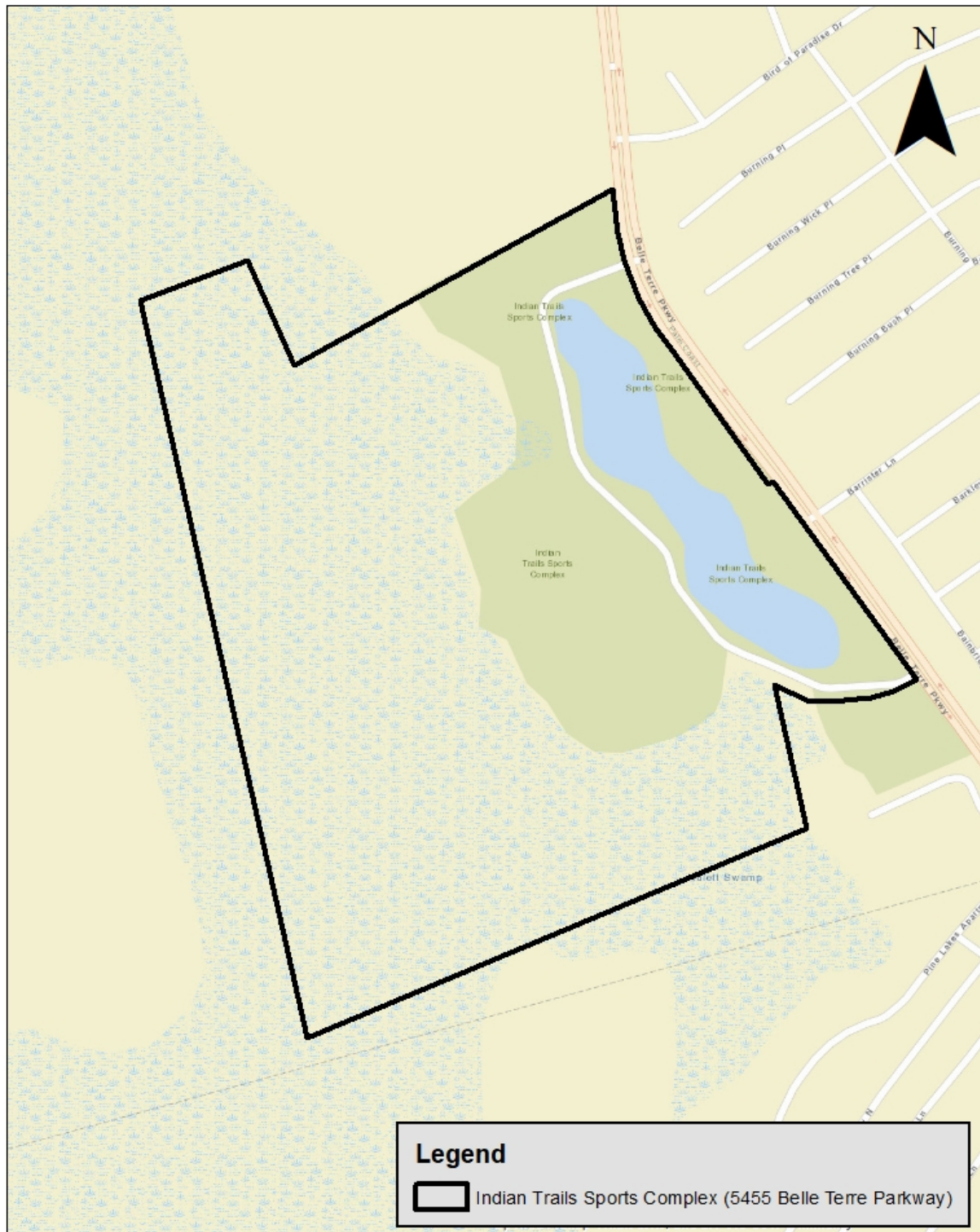
Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A-- Location of Equipment

Property Address: 5455 Belle Terre Parkway
Palm Coast, Florida 32137].

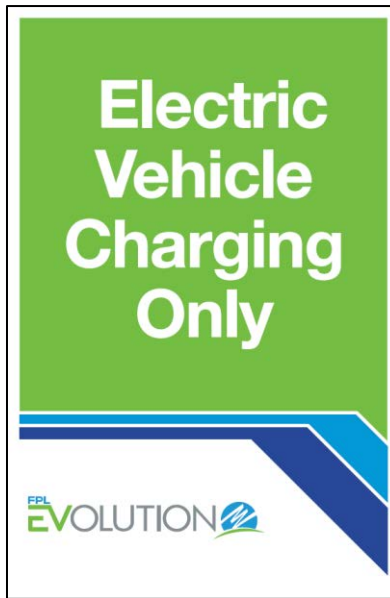
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Map:

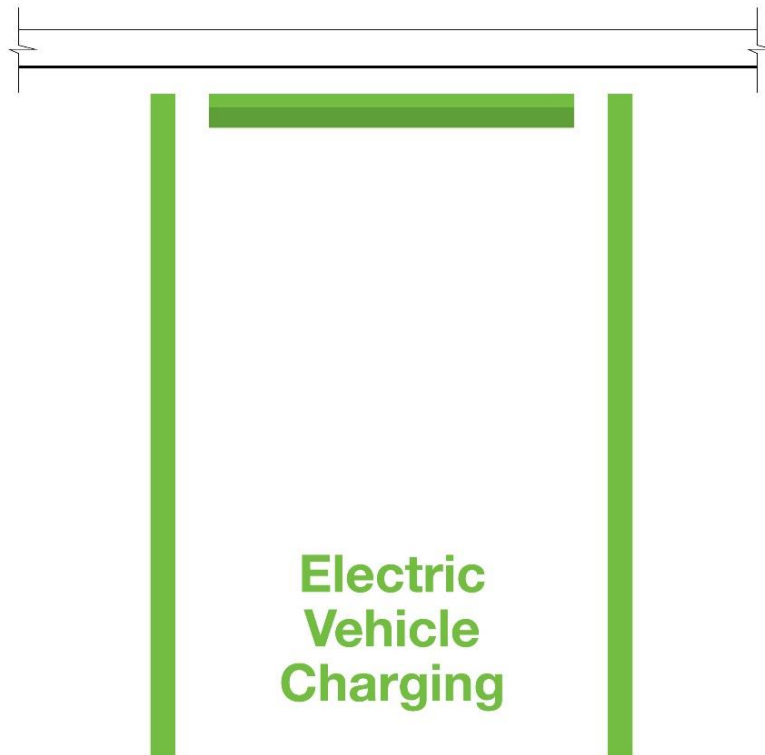


Parent Parcel PIN: 0711317013002500330

Exhibit B—Form of Signage



Parking Stall Signage (~12" x ~18")



Parking Stall Striping

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this 3 day of December, 2019, by and between City of Palm Coast ("Host"), with a location at 1290 Belle Terre Parkway, Palm Coast, Florida 32164 (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the seventh (7th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. If Company determines it to be necessary or desirable, the Company may record

a memorandum of agreement in the public records of the county in which the Property is located and Host shall sign such memorandum of agreement (if needed). The right to access and use of Host's electrical system(s) includes for purposes of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. The Host will share information requested by the Company (including, but not limited to, baseline data requests, electric vehicle information and user surveys).

4. Payment of Electricity. Host is responsible for paying all consumption costs for electricity dispensed from the Equipment at the rate paid by Host.

5. Charge for Use of Equipment. Host agrees that users of the Equipment will not be charged for using the Equipment.

6. Interference. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the

insurance designated in this section through any combination of self-insurance, primary or excess coverage. Host shall also maintain "all risk" property insurance, with limits in the amount of the full replacement cost of the Property and improvements. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). Notwithstanding the foregoing, this Section 8 shall not be construed or interpreted as a waiver of Host's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company and Relocation of Equipment. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. During the Term, Host may request, in writing, that Company move the Equipment to another location on the Property. If Company approves such relocation, in its commercially reasonable discretion, Company shall, at the Host's cost and expense, relocate such Equipment on terms mutually agreed upon by the Parties.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

16. Additional Equipment. In the event Host desires to have installed on the Property any additional electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of

Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and unappealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

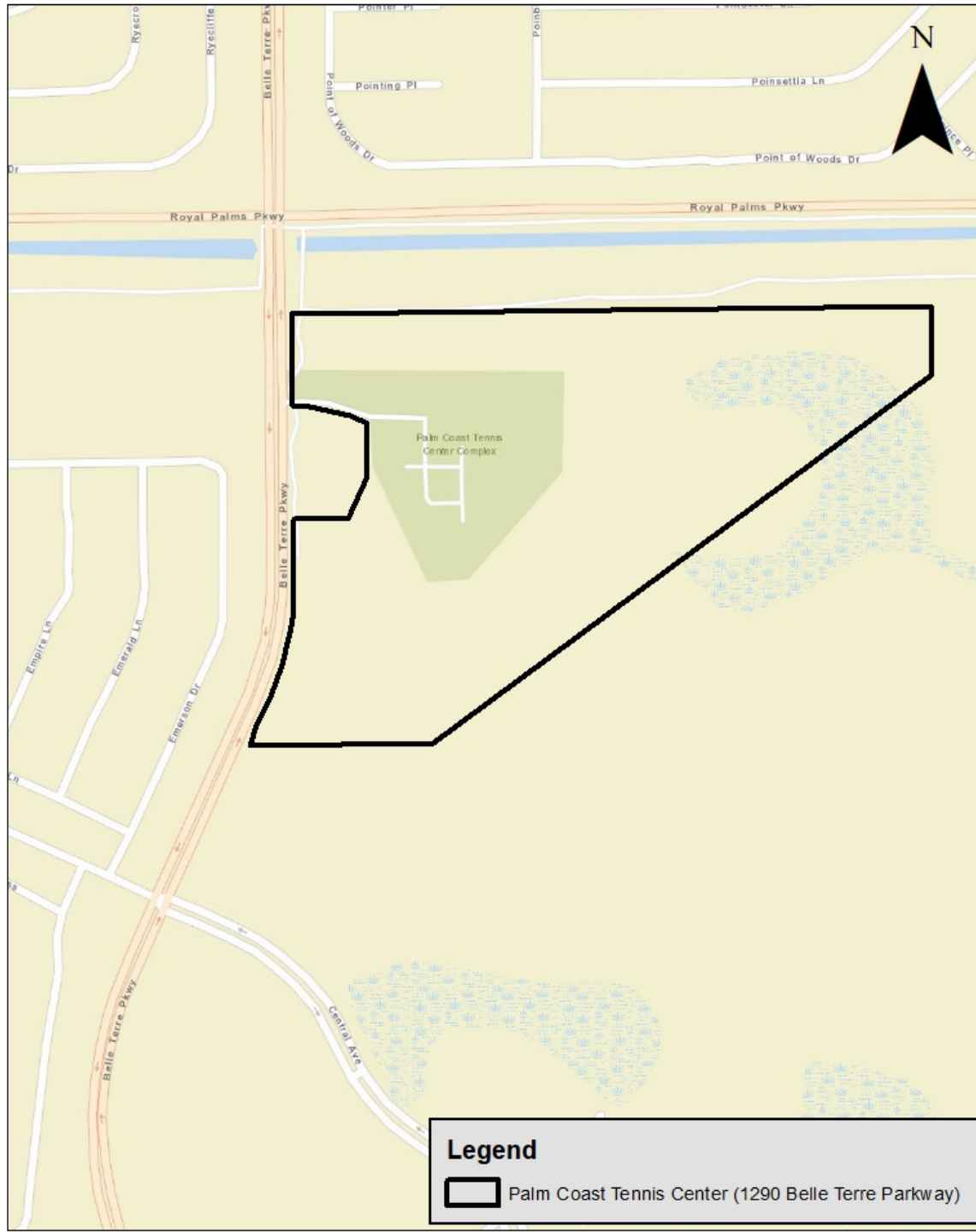
Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A-- Location of Equipment

Property Address: 1290 Belle Terre Parkway
Palm Coast, Florida 32164].

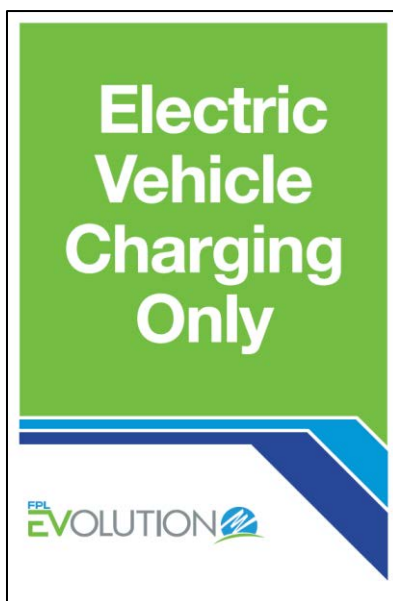
Number of Spaces: Up to [2] spaces.

Map:

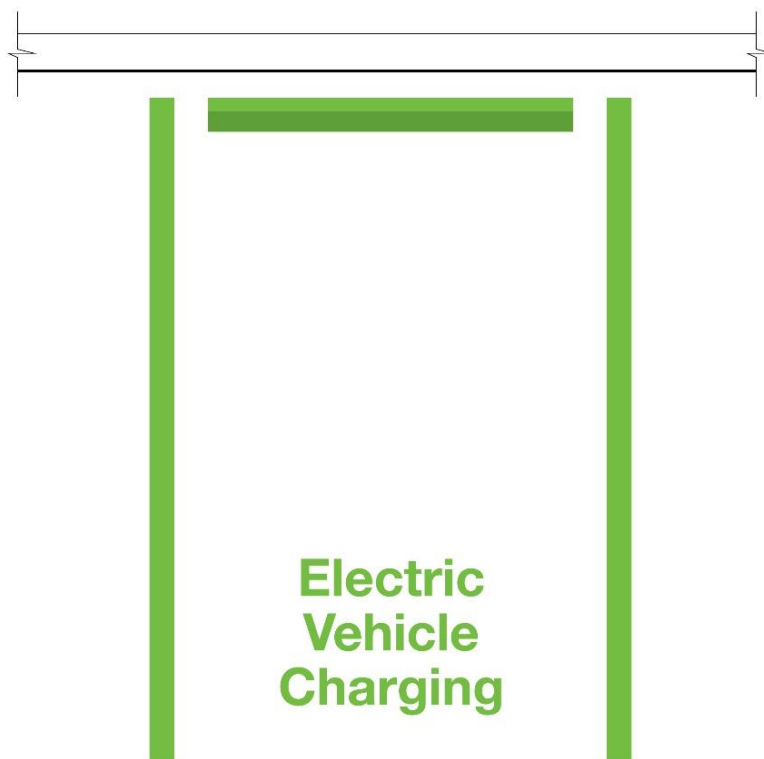


Parent Parcel PIN: 061231000000A00014

Exhibit B—Form of Signage



Parking Stall Signage (~12" x ~18")



Parking Stall Striping

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this 3 day of December, 2019, by and between City of Palm Coast ("Host"), with a location at 339 Parkview Drive, Palm Coast, Florida 32164 (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the seventh (7th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. If Company determines it to be necessary or desirable, the Company may record

a memorandum of agreement in the public records of the county in which the Property is located and Host shall sign such memorandum of agreement (if needed). The right to access and use of Host's electrical system(s) includes for purposes of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. The Host will share information requested by the Company (including, but not limited to, baseline data requests, electric vehicle information and user surveys).

4. Payment of Electricity. Host is responsible for paying all consumption costs for electricity dispensed from the Equipment at the rate paid by Host.

5. Charge for Use of Equipment. Host agrees that users of the Equipment will not be charged for using the Equipment.

6. Interference. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the

insurance designated in this section through any combination of self-insurance, primary or excess coverage. Host shall also maintain "all risk" property insurance, with limits in the amount of the full replacement cost of the Property and improvements. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). Notwithstanding the foregoing, this Section 8 shall not be construed or interpreted as a waiver of Host's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company and Relocation of Equipment. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. During the Term, Host may request, in writing, that Company move the Equipment to another location on the Property. If Company approves such relocation, in its commercially reasonable discretion, Company shall, at the Host's cost and expense, relocate such Equipment on terms mutually agreed upon by the Parties.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

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Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and unappealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A-- Location of Equipment

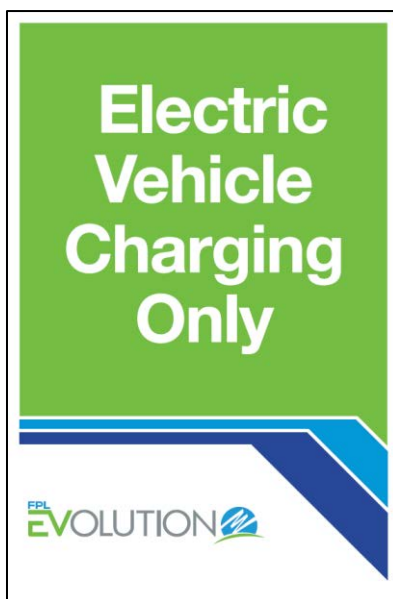
Property Address: 339 Parkview Drive
Palm Coast, Florida 32164].

Number of Spaces: Up to 2 spaces.

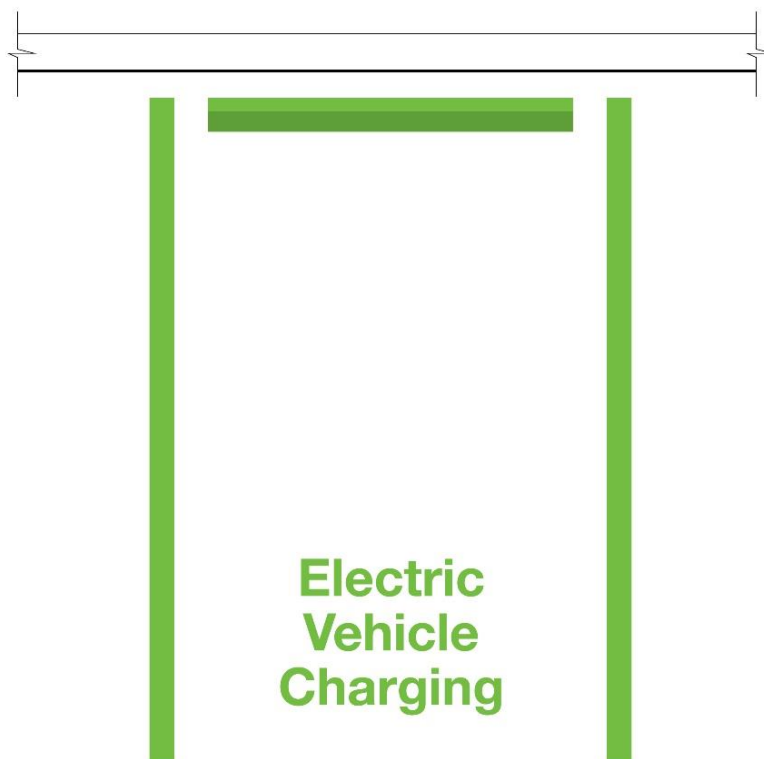
Map:



Exhibit B—Form of Signage



Parking Stall Signage (~12" x ~18")



Parking Stall Striping



Let's drive the future
of **EV technology**



Electric vehicles have seen an incredible expansion in Florida

EVs in Florida



Electric Vehicle (EV) Outlook

- 4th largest EV state
- 25% of vehicles sold will be electric by 2025
- Declining battery costs
- All major automakers bringing EV's to market

FPL **EVOLUTION** is bringing electric vehicle charging to our customers



FPL is installing over 1,000 charge points

- Popular destinations
- Large workplaces
- Highway fast-charging

Partnering with Florida's **best employers**



Champions of business & industry



Premier innovators



Stewards of sustainability

*Image courtesy of Chevy of Naperville

Shaping Florida's transportation future Together

Benefits of partnering with FPL

- Provides high exposure to site hosts
- Enhances customer EV experience
 - Driver support and app
 - Real time monitoring
- Creates more EV-charging options
 - Universal vs. vendor specific

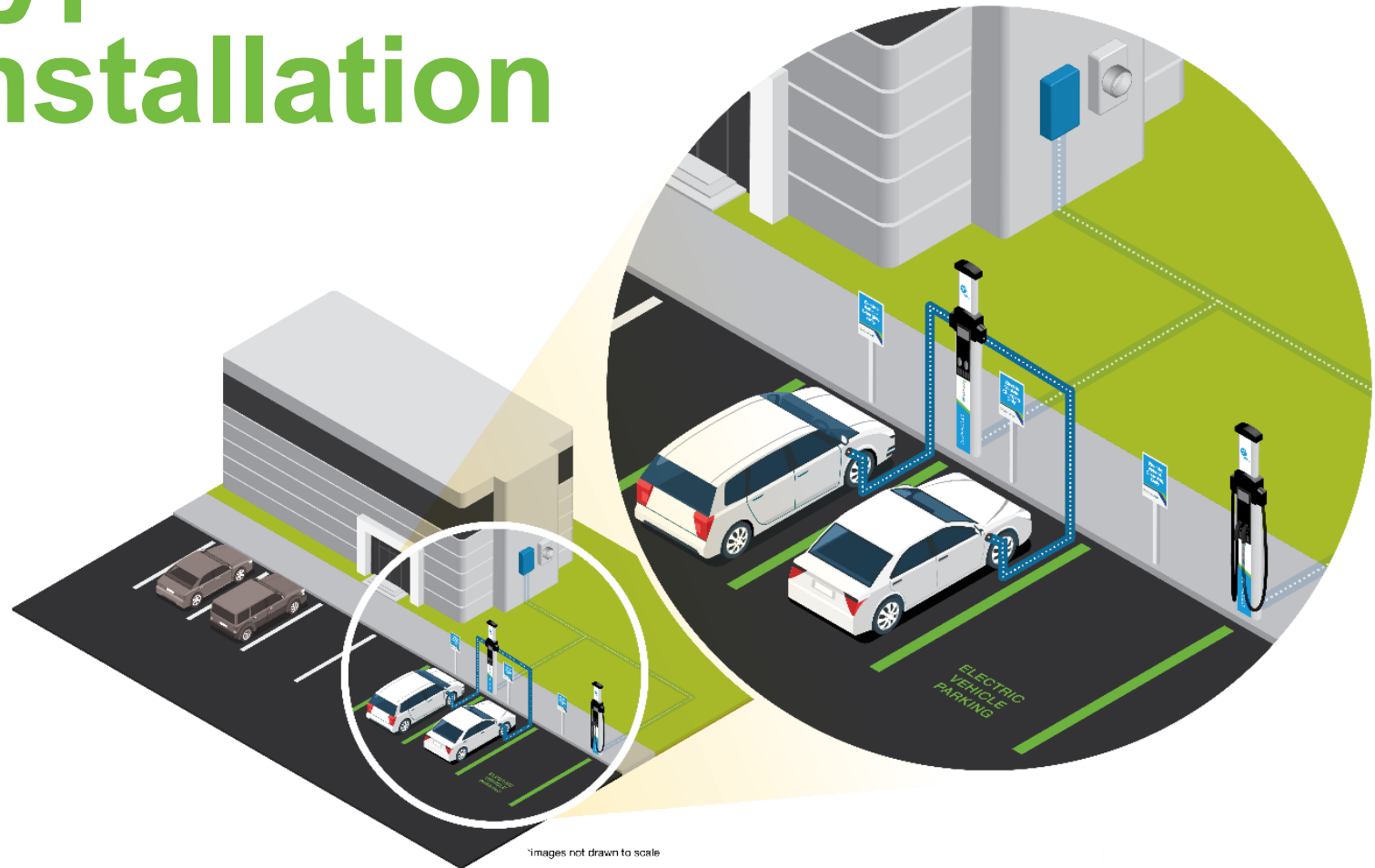
Shaping Florida's transportation future Together



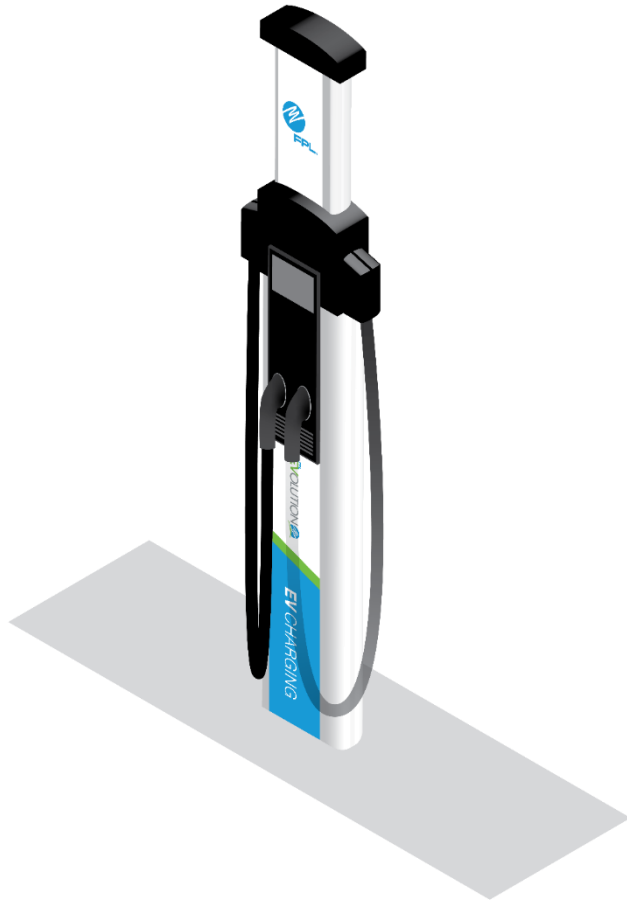
No upfront cost to you

- FPL installs, operates, and maintains the charging stations at no cost
- Host pays for the electricity and offers charging as a free amenity for drivers
- 7 year commitment

Typical installation



Typical Installation

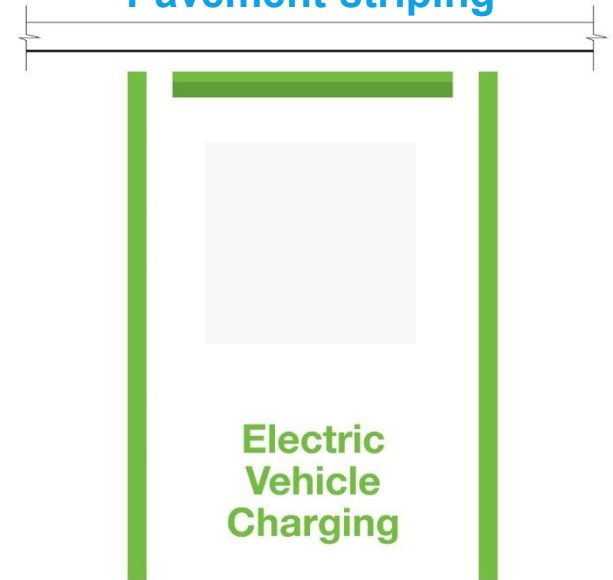


Charging Station

Signage



Pavement striping



Driving toward FPL EVolution

Next Steps



Identify charging locations



Execute standard site host agreement



Detailed site assessment

- Electrical and installation diligence



Installation

- Typically 5-10 days

Driving toward FPL EVolution

Next Steps



Promotion



Research & Analytics

- Utilization
- Customer Experience
- Grid Impacts
- Installation Best Practices

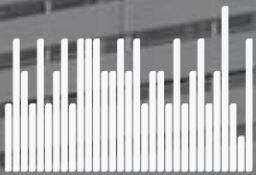
Thank You

Appendix

Agreement

Terms	Description
Charging Equipment	<ul style="list-style-type: none"> FPL will install, own, operate, and maintain charging equipment at no cost
Electricity Costs	<ul style="list-style-type: none"> Host pays for electricity and provides as a free amenity to drivers
Term	<ul style="list-style-type: none"> Binding seven year commitment with three one-year auto renewals Host can relocate at their expense At end of term equipment picked up by FPL or transferred to host at fair market value
Indemnification	<ul style="list-style-type: none"> Mutual Indemnification with \$300,000 liability cap FL Statutes Section 768.28 included for cities and municipalities
Signage	<ul style="list-style-type: none"> FPL will have ability to install branded signage and EV designated parking stalls as shown and mutually agreed upon in signage exhibit
Additional Equipment	<ul style="list-style-type: none"> No exclusivity requirement, however host will provide FPL the opportunity to install additional chargers
Exhibit A	<ul style="list-style-type: none"> A map is required to demarcate charging equipment and spaces

Partnering with the best employers



Energy Cost:
Charging Station -> ~\$50 a month¹



Company X:
Average Monthly Bill -> \$XX,000



Less than 1% Bill Impact

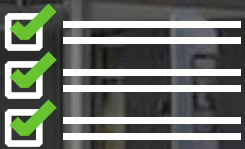
¹Based on \$0.10 kW electric rate with 4 hours of charging on business days (FPL Workplace charging program)

*Image courtesy of Chevy of Naperville

Partnering with the best destinations



Energy Cost:
Charging Station -> ~\$65 a month¹



Destination X:
Average Monthly Bill -> \$XX,000



Less than 1% Bill Impact

¹Based on \$0.10 kW electric rate, 4 hours of charging per day, 6 days a week

*Image courtesy of Chevy of Naperville

Partnering with the best destinations



Popular locations



Desirable amenities



Compatible electric facilities
with dedicated parking

*Image courtesy of Chevy of Naperville



FPL EVolution Program

City Council Workshop

City Station(s)

- City Hall
 - Dual charging device went live in January 2017
 - ChargePoint Network
 - Free charging
 - City pays for power
- Integrated EV Infrastructure into Park Renovations at Holland Park and Community Center. **Ready for station installation.**
- Phase I of Long Creek Nature Preserve construction spaces dedicated. Phase II installation when power is available.
- Additional parks identified but requires infrastructure:
 - Indian Trails Sports Complex
 - Tennis Center
 - Palm Coast Aquatic Center

Here's how EV charging has helped:



You've avoided
2,435 kg
greenhouse gas emissions



that's like planting
62 trees
and letting them
grow for 10 years



Program Details

FPL EVolution: Charges ahead

The efficient growth of EVs relies on the availability and access to more charging infrastructure. Workplace charging is one of the most effective ways to promote the adoption of electric vehicles.

FPL EVolution – an innovative plan to install an estimated 600 new EV-charging stations at approximately 100 locations throughout our service area

By partnering with leading organizations like yours, FPL EVolution will create more than a thousand “charging points” for current and future EV drivers. This high-tech initiative will accelerate the adoption of EVs and generate valuable data to help us ensure the continued reliability of the energy grid for all FPL customers.



FPL EVOLUTION CHARGING LOCATIONS WILL INCLUDE:

- » MAJOR HIGHWAYS
- » LARGE EMPLOYERS
- » POPULAR DESTINATIONS

FPL EVolution provides partners at no cost:

- » EV-charging equipment
- » Installation and maintenance
- » Dedicated EV-parking signage

Our partners agree to:

- » Seven-year commitment with the option to renew
- » Offer charging as a free amenity for their employees
- » Cover the cost of EV charging at host site's current electric rate

FPL EVolution charging: a state-of-the-art amenity with numerous benefits

- » Enhances brand image
- » Reinforces commitment to sustainability
- » Contributes to LEED certification
- » Increases employee engagement
- » Attracts and retains top-talent



PROGRAM HIGHLIGHTS

- » NEW EV-CHARGING INFRASTRUCTURE AT 100+ LOCATIONS
- » MORE THAN 1,000 “CHARGING POINTS” AT 600 NEW EV-CHARGING STATIONS
- » DEDICATED PARKING SPACES FOR EV CHARGING
- » START OF EQUIPMENT INSTALLATIONS: SUMMER 2019

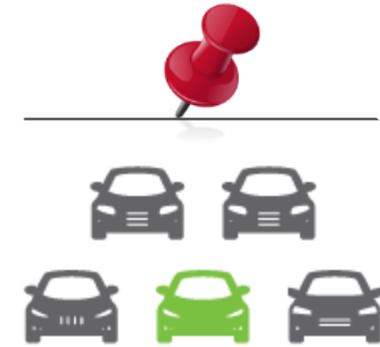
EVs GET A JOLT
FPL EVOLUTION
COULD INCREASE THE
AVAILABILITY OF
CHARGING STATIONS
BY MORE THAN

50%

WHEN WORKPLACE
CHARGING IS
AVAILABLE,
EMPLOYEES ARE

6x

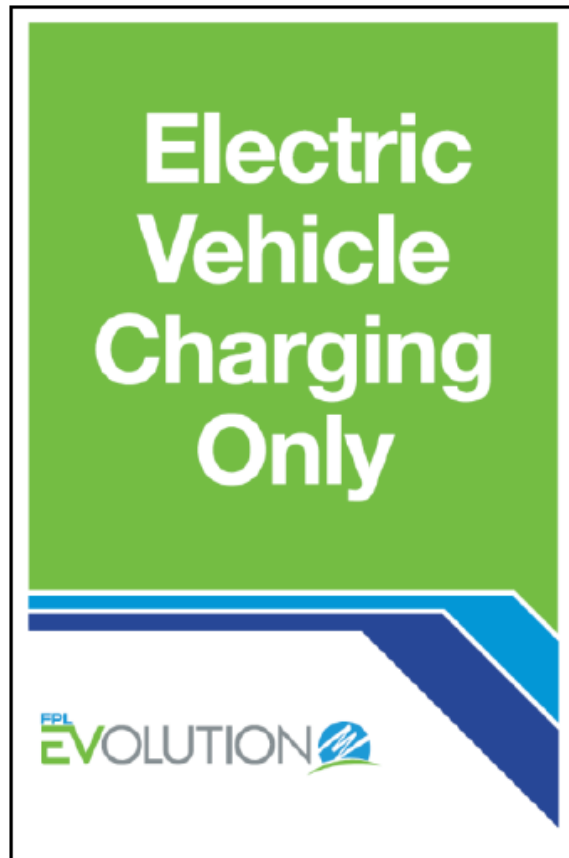
MORE LIKELY TO
PURCHASE AN EV*



SHIFTING GEARS

ONE OF EVERY FIVE
VEHICLES SOLD IN THE
U.S. WILL BE BATTERY
POWERED BY 2030.²

Signage



Parking Stall Signage (~12" x ~18")



Parking Stall Striping

Reviewed and approved at Parks Team meeting in September 2019

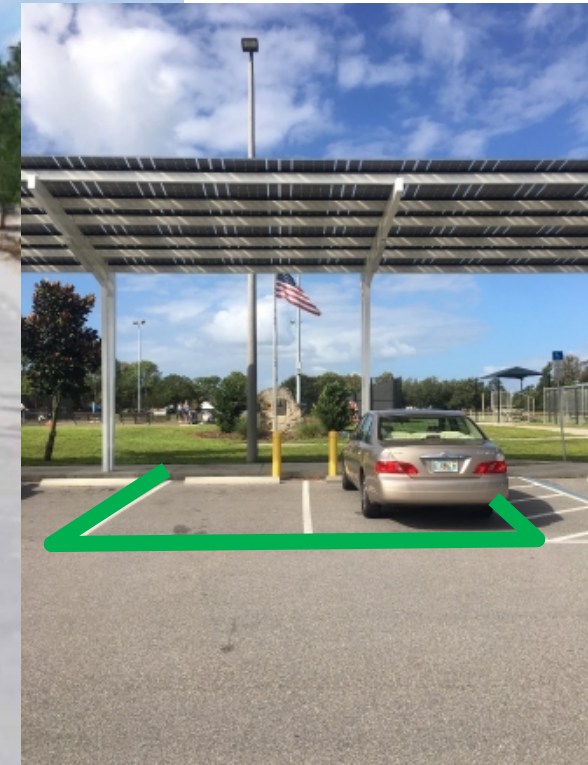
Parks Team supports the following:

- Community Center (1 dual charger)
- Holland Park (2 dual chargers)

- Indian Trails Sports Complex (2 dual chargers)
- Tennis Center (1 dual charger)
- Palm Coast Aquatic Center (1 dual charger)

Requires additional investigation from FPL establish location and infrastructure

Holland Park



Community Center



FPL Commitments:

- ✧ Installation & maintenance
- ✧ Dedicate EV parking stall striping & signage
- ✧ EV driver support

City Commitments:

- ✧ An initial seven-year commitment with the option to renew
- ✧ Offer charging as a free amenity for their employees and patrons
- ✧ Cover the cost of power from EV charging at the property's current electric rate

- ❧ On October 24, 2019, the Beautification Environmental Advisory Committee unanimously voted in support of the program proposal.
- ❧ Recommended to City Council to move forward with the program proposal.

QUESTIONS???

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department	PLANNING	Amount
Item Key	7422	Account
Subject	RESOLUTION 2019-XX APPROVINGTHE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2018 TO SEPTEMBER 30, 2019	
Background: In accordance with the regulations for the Community Development Block Grant (CDBG) program, participants are required to complete an annual performance report called the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER describes the activities and accomplishments during the recently completed program year (October 1, 2018 to September 30, 2019), using CDBG funds. This document provides information on expenditures of the CDBG funds received by the City through HUD. Additionally, this report provides an update on the City’s progress in implementing the CDBG programs and activities identified in the Consolidated and Annual Action Plan. The projects/activities and the accomplishments described in the CAPER, consistent with the national objectives of the CDBG program benefit low- and moderate-income persons or neighborhoods where there is a high percentage of low- and moderate income residents. During the reporting period, the City accomplished the following: <ul style="list-style-type: none">• Completed rehabilitation of 6 single-family homes with an additional 7 units pending completion,• Provided recreational activities scholarships to 62 low – moderate income students, and• Completed the final 1.8 mile segment of the approximately 8.5 mile Seminole Woods Neighborhood Multi-use path system Citizens Advisory Task Force Public Hearing The Citizens Advisory Task Force will hold a public hearing on the CAPER on December 4, 2019. The results and comments from this meeting will be presented at the City Council Workshop.		
Recommended Action: ADOPT RESOLUTION 2019-XX APPROVING THE CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE PROGRAM YEAR OF OCTOBER 1, 2018 TO SEPTEMBER 30, 2019		

RESOLUTION 2019-____
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
(CAPER) FFY 2018 (FY 2018/19)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FFY 2018 (FY 2018/19) CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER); AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (the “City”) participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement jurisdiction; and

WHEREAS, the City has prepared all the necessary documents, notices and forms to participate in the CDBG program; and

WHEREAS, the City Council has adopted a Citizen Participation Plan establishing the policies and procedures to be followed to encourage participation by residents and affected parties in the development of the City’s CDBG programs; and

WHEREAS, the City implemented the policies and procedures of the Citizen Participation Plan to ensure appropriate and adequate citizen participation; and

WHEREAS, the City has completed a five-year consolidated plan (Consolidated Action Plan), which is a required comprehensive planning document in order to receive funding under the CDBG program; and

WHEREAS, the City prepared a one-year action plan (Annual Action Plan) to outline the proposed use of the available CDBG funds for the fiscal year; and

WHEREAS, the City has prepared a Consolidated Annual Performance and Evaluation Report (CAPER) for the period beginning October 1, 2018 and ending September 30, 2019, to report on the accomplishments and on-going progress of activities funded through the CDBG program; and

WHEREAS, the Citizens Advisory Task Force (CATF) held a public hearing on December 4, 2019, to hear public testimony of all interested parties regarding the FFY 2018 CAPER; and

WHEREAS, the CATF has recommended that the City Council approve the FFY 2018 CAPER; and

WHEREAS, the FFY 2018 CAPER was available for 15-day public comment period from November 21, 2019 to December 5, 2019.

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

SECTION 1. APPROVAL OF THE ANNUAL ACTION PLAN. The City Council of the City of Palm Coast hereby approves the FFY 2018 CAPER, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 17th day of December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – FFY 2018 CAPER

Approved as to form and legality

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



Consolidated Annual Performance and Evaluation Report (CAPER)

FFY 2018

(October 1, 2018 to September 30, 2019)

Submitted To:

US Department of Housing and Urban Development (HUD)

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In FFY 2018 (FY October 1, 2018 to September 30, 2019), the City accomplished the following:

- Completed 6 low- and moderate- income households with home repairs, (there are an additional 7 units currently under repair), additionally, the City just completed two Housing Rehabilitation workshops to kick-start the next cycle of housing rehabilitation program,
- Provided scholarships to 62 low- and moderate- income students to participate in a variety of City recreational activities, including, summer camp, swim and golf lessons.
- Completed the last 1.8 mile segment of the Seminole Woods Neighborhood Multi-use path. This completes the entire 8.3 mile facility that serves the Seminole Woods neighborhood.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Infrastructure Projects	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6898	11000	159.47%	7045	11000	156.14%
Maintain compliance with CDBG rules and regulation	Planning, Administration, and Monitoring	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%
Provide Housing Assistance	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	10	7	70.00%	5	3	60.00%
Provide Public Service Assistance	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	373	210	56.30%	248	62	25.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City in its Consolidated Action Plan identified infrastructure projects, housing assistance, and public service as its three main activities. The expenditures in the completed fiscal year reflect that the City is generally meeting its target to meeting the strategic goals of completing the

Seminole Woods Neighborhood Multi-use path project, continuing to provide financial assistance to homeowners for home-repairs, as well as providing assistance to low-moderate income persons through public service programs (youth activities). It is noted that a more concentrated effort is needed to ensure that available funds for public service activities are expended. To accomplish the strategic plan goals of providing public service, the City has directed its consultant to design a grant program for non-profit public service providers. This program is intended to assist in the disbursement of funding to benefit the low-moderate income population in the City.

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	21
Black or African American	20
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	41
Hispanic	4
Not Hispanic	37

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The expanded table shown as an attachment to this report provides a break down of the racial and ethnic composition of families assisted. It is important to note that the City did not receive racial and ethnic composition information from some beneficiaries, the City attempts to collect this information during the application process, but some participants may elect to withhold the information. (See Attachment 3)

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	506,673	475,632

Table 3 - Resources Made Available

Narrative

Based on IDIS Report PR-23 (See Attachment 1), the City expended \$475,631.71 in CDBG funds in Program Year 2018. \$251,631.65 was expended for the Seminole Woods Neighborhood Multi-use path, and \$224,000.06 for housing rehabilitation program, another \$21,340 were expended for public service youth activities and \$4,090 for general administration of the program. The PR 23 does not reflect the funds used for public service and general administration, it is expected that these amounts will be drawn from HUD after the closeout of the Fiscal Year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

There are no target areas for CDBG activities in the City of Palm Coast. Housing units receiving CDBG funding are on individual scattered sites, while individuals receiving assistance through CDBG funds are qualified based on income. Finally, the infrastructure project is within a low-moderate income Census Tract.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

City In-Kind Services

The City's main strategy in leveraging available CDBG funding is to provide in-kind services or the use of in-house staff to complete project tasks. City staff will typically complete planning, design, and construction services as part of an infrastructure project. Consistent with previous City activities, the Construction Management and Engineering Services Division will continue designing the final phase of the Seminole Woods Multi-use Path, as well as complete the permitting process. Additionally, the City's Senior Environmental Planner coordinates the completion of the environmental review and the necessary environmental permitting for the Seminole Woods multi-use path. The construction of the Seminole Woods Multi-use Path was completed by the City's Public Works Dept.

The housing program is administered and managed by the Community Development Department with the assistance of a consulting firm, Guardian Community Resources Management.

Along with administering the housing program, the Community Development Department completes the necessary planning documents for the CDBG program including: the Consolidated Action Plan, the Annual Action Plan, the Consolidated Annual Performance and Evaluation Report (CAPER), and the Citizens Participation Plan as well as any updates to the documents named above.

The City's strategy to use in-house talent to complete tasks related to the CDBG program allows the CDBG dollars to be used directly for the delivery of projects and stretches the availability of CDBG dollars to the community.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	4	6
Number of Special-Needs households to be provided affordable housing units	0	0
Total	4	6

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	4	6
Number of households supported through Acquisition of Existing Units	0	0
Total	4	6

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City met its stated one-year goal of completing 4 homes per year by completing 6. There are currently 7 homes under rehabilitation and the City is in the middle of income qualification phase for the next cycle.

The City will continue to rely on services from a grant management/administration firm to assist in implementing housing activities.

Discuss how these outcomes will impact future annual action plans.

Other in-house staff members will be trained to assist in implementation of the CDBG program.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	2	0
Moderate-income	3	0
Total	6	0

Table 7 – Number of Households Served

Narrative Information

The homes completed through the rehabilitation program this year were from extremely low (<30% of area median income), low (31% to <50% of area median income), and moderate (51% to <80% of area median income) families.

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Volusia/Flagler County Coalition for the Homeless (The Coalition) has the primary responsibility for providing leadership in the Continuum of Care planning process to identify homeless and homelessness prevention priorities for the Flagler-Volusia County area. As the lead agency, the Coalition has the following responsibilities:

- Apply For, Administer and Coordinate CoC, and Basic Needs Funds,
- Operate the Homeless Information Management System (HMIS) Database,
- Meet Federal and State CoC Requirements,
- Lead and CoC Planning Process,
- Educated the Community, and
- Advocate for the Homeless

As stated in the Consolidated Plan, the City recognizes the conclusions and recommendations provided in the Coalition's report titled: **Come Home: A Roadmap to End Homelessness in Volusia and Flagler Counties**. This document which serves as a roadmap to ending homelessness in the Volusia-Flagler County areas establishes goals and outcomes as a "means to effect change and end homelessness".

It is the City's strategy to identify actions to complement the allocation priorities established within the Coalition's report. The City's plan to address homeless needs through other priorities is necessitated by recognition of the following: limited funds are available to the City through the CDBG program to address all the needs in the City, the City's limited capacity to provide social services, however, the City recognizes that there are local agencies and services available, which will be used as a resource to address homeless needs, and finally, a recognition that there are limited homeless persons in the City and that the most effective way to address homelessness in the City is to assist households from becoming homeless.

Prevention or assisting households from becoming homeless is consistent with strategies and programs addressed within the Consolidated Action Plan such as funding to assist low-moderate income households with home repair, expanding public services to assist low-moderate income persons, and providing for public facilities and infrastructure that assists whole neighborhoods to maintain a desirability and livability condition that encourages additional new investment from the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

See narrative above.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

See narrative above.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

See narrative above.

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

There are no Public Housing Authority units operating within the City of Palm Coast.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

There are no Public Housing Authority units operating within the City of Palm Coast.

Actions taken to provide assistance to troubled PHAs

There are no Public Housing Authority units operating within the City of Palm Coast.

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

One of the items identified in the City's Analysis of Impediments to Fair Housing Choice (2016) is the less than ideal supply of multi-family units available in the City of Palm Coast. Over the past year, the City approved the construction of two multi-family projects that would add up to 300 additional multi-family units in the City. These projects are partially financed through the Florida Housing Finance Corporation and would therefore have a certain number of units that will be required to be rented at the Fair Market Rent for the City of Palm Coast.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As stated above, the Analysis of Impediments identified the supply of multi-family housing units as a detriment to housing choice in Palm Coast. City has coordinated with land owners to identify appropriate sites for potential multi-family housing developments.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The CDBG housing activity incorporates the proper procedures for addressing potential lead-based paint hazards as part of the housing program.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Public Service activities though not specifically targeting poverty-level families will have the impact of assisting families who may fall into poverty level due to added costs of child care.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City relies on in-house staff and grant administration consultants to implement CDBG activities. The city will continue to rely on developing in-house staff to carry out CDBG activities while relying on consultant staff to assist with details on administration and program requirements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City will continue to consult with housing providers and social service agencies in the development of the Consolidated Action Plan and Annual Action Plan.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

As previously stated, the Analysis of Impediments identified the supply of multi-family housing units as a detriment to housing choice in Palm Coast. City has coordinated with land owners to identify appropriate sites for potential multi-family housing projects. Additionally, the City works with partners such as Mid-Florida Housing Partnership, and the Flagler County Board of Realtors in promoting an annual Housing Fair. The fair provides an opportunity to educate the community of available resources and information on fair housing. As stated in the Analysis of Impediments, education and outreach is another important part of building community consensus on the importance of fair housing and housing choice.

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City continues to follow guidelines outlined in various sources provided by the HUD.

Program managers work with the City's grant administration consultants to reach-out to minority businesses for potential services.

The City follows the requirements in its Citizen Participation Plan to ensure that public input on the Consolidated Action Plan, Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER) are considered. Newspaper Ads for the public workshops/hearings are published as well as posting of the workshop notice on the City's website.

Citizen Participation Plan 91.105(d), 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

As required by the Citizen Participation Plan a public hearing for the CAPER was advertised in the local newspaper at least 10 days prior to the public hearing. Additionally, the CAPER was posted for public comment on the City's website for 15 days prior to final approval.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

At this time, the City does not intend to change the program objectives based on the result of previous activities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

At this time, the City does not intend to change the program objectives based on the result of previous activities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?


No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

Attachment

Attachment 1 - PR 23 Report

	U.S. Department of Housing and Urban Development	DATE: 11-12-19
	Office of Community Planning and Development	TIME: 10:39
	Integrated Disbursement and Information System	PAGE: 1
	CDBG Summary of Accomplishments	

Program Year: 2018

PALM COAST

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Activities		Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
		Open Count	Disbursed				
Housing	Rehab; Single-Unit Residential (14A)	1	\$202,287.00	1	\$21,713.06	2	\$224,000.06
	Rehabilitation Administration (14H)	1	\$0.00	0	\$0.00	1	\$0.00
	Total Housing	2	\$202,287.00	1	\$21,713.06	3	\$224,000.06
Public Facilities and Improvements	Sidewalks (03L)	1	\$39,131.65	1	\$212,500.00	2	\$251,631.65
	Total Public Facilities and Improvements	1	\$39,131.65	1	\$212,500.00	2	\$251,631.65
Public Services	Youth Services (05D)	0	\$0.00	1	\$0.00	1	\$0.00
	Total Public Services	0	\$0.00	1	\$0.00	1	\$0.00
Grand Total		3	\$241,418.65	3	\$234,213.06	6	\$475,631.71

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2018

DATE: 11-12-19
TIME: 10:39
PAGE: 2

PALM COAST

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	5	5
	Rehabilitation Administration (14H)	Housing Units	0	0	0
	Total Housing		0	5	5
Public Facilities and Improvements	Sidewalks (03L)	Persons	0	5,550	5,550
	Total Public Facilities and Improvements		0	5,550	5,550
Public Services	Youth Services (05D)	Persons	0	55	55
	Total Public Services		0	55	55
Grand Total			0	5,610	5,610

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)



PALM COAST

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	3	1
	Other multi-racial	0	0	2	1
	Total Housing	0	0	5	2
Non Housing	White	33	13	0	0
	Black/African American	15	0	0	0
	Other multi-racial	7	3	0	0
	Total Non Housing	55	16	0	0
Grand Total	White	33	13	3	1
	Black/African American	15	0	0	0
	Other multi-racial	7	3	2	1
	Total Grand Total	55	16	5	2

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)




PALM COAST

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Non Housing	Extremely Low (<=30%)	0	0	11
	Low (>30% and <=50%)	0	0	3
	Mod (>50% and <=80%)	0	0	4
	Total Low-Mod	0	0	18
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	0	18

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

Attachment 2 - PR 26 Report

	Office of Community Planning and Development	DATE:	10-22-19
	U.S. Department of Housing and Urban Development	TIME:	15:57
	Integrated Disbursement and Information System	PAGE:	1
	PR26 - CDBG Financial Summary Report		
	Program Year 2018		

PALM COAST , FL

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	741,420.17
02 ENTITLEMENT GRANT	506,673.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,248,093.17

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	475,631.71
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	475,631.71
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	475,631.71
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	772,461.46

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	475,631.71
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	475,631.71
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	0.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	0.00
32 ENTITLEMENT GRANT	506,673.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	506,673.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	0.00%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	0.00
42 ENTITLEMENT GRANT	506,673.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	506,673.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	0.00%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2018
PALM COAST, FL

DATE: 10-22-19
TIME: 15:57
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17
Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18
Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	4	31	6272769	Seminole Woods Neighborhood Multi-Use Path	03L	LMA	\$212,500.00
2017	1	32	6272769	Seminole Woods Neighborhood Multi-use Path	03L	LMA	\$39,131.65
					03L	Matrix Code	\$251,631.65
2016	3	28	6272769	Single-family Residential Rehabilitation Program	14A	LMH	\$21,713.06
2017	2	33	6272769	Housing Rehabilitation - Scattered Site single-family homes	14A	LMH	\$202,287.00
					14A	Matrix Code	\$224,000.06
Total							\$475,631.71

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27
Report returned no data.

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37
Report returned no data.

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

Attachment 3 - Race and Ethnicity of Public Service Beneficiaries

Table 2a: Race and Ethnicity of Public Service Beneficiaries (Program Year 2018)

Race	
White	15
Black or African American	20
Asian	0
American Indian or American Native	0
Native Hawaiian or Pacific Islander	0
Mixed Race	5
No Response	22
TOTAL	62
Ethnicity	
Hispanic	4
Non-Hispanic	40
No Response	18
TOTAL	62

For 15-Day Comment Period
(November 21, 2019 to December 5, 2019)

Community Development Block Grant (CDBG) Program

Consolidated Annual Performance and Evaluation Report (Annual Report) FFY 2018 (FY 2018/19)

Annual Report –FFY 2018 (FY 18/19) - Background

- Per Federal regulations for the period of October 1, 2018 to September 30, 2019.
- The purpose of the Annual Report is to describe the activities undertaken during this time period using CDBG funds.
- Report provides an update on the City's progress in implementing the CDBG programs and activities identified in the Consolidated and Annual Action Plan.

Annual Report –FFY 2018 (FY 18/19) - Background

- Three main activities for CDBG funds:
 - Infrastructure (Seminole Woods Multi-use Path)
 - Housing Rehabilitation (including administration)
 - Public Service (Youth Activities)
- Planning and Administration

Annual Report – CDBG Accomplishments

Infrastructure - Seminole Woods Neighborhood (Multi-Use Pathway)

- Complete 1.8 mile segment from Selma Trail to Seminole Woods Pkwy.
- Expenditure – \$251,555
- Project is complete

Annual Report – CDBG Accomplishments

Housing Rehabilitation Program including Administration

- 6 homes completed, 7 pending completion
 - Income qualification for next round is almost complete
- Expenditure - \$224,000 (end of FFY 2018)

Annual Report – CDBG Accomplishments

Public Service – Youth Activities (Summer Camp and Swim Lessons)

- 62 students
- \$20,800

Annual Report – CDBG Accomplishments

General Administration, Monitoring, and Project Delivery of Housing Program

- \$14,794

Annual Report – CDBG Accomplishments

Summary

Seminole Woods Neighborhood -	\$251,555
Housing Program -	\$224,000
Public Service -	\$20,800
Administration -	\$14,794

TOTAL - \$511,149

Annual Report – CDBG On-going Activities

- Development of Public Service Grant Program
- Flagler County Social Services – creating scope of service for homeless service and prevention

Annual Report – CDBG Accomplishments

Administrative & Fair Housing Activities

- Annual Housing Fair – Partnership with Flagler County Association of Realtors & Mid-Florida Housing, Flagler County



Questions?

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department Item Key	Stormwater & Engineering	Amount Account
Subject	RESOLUTION 2019-XX APPROVING PIGGYBACKING THE OSCEOLA COUNTY CONTRACT WITH MILLER ELECTRIC FOR VIDEO SURVEILLANCE AND ACCESS CONTROL REPAIR & MAINTENANCE CITY WIDE USAGE.	
Background : The City of Palm Coast utilizes Miller Electric to provide video surveillance, access control repair and maintenance for security purposes City Wide on an as-needed basis. City staff is recommending piggybacking the Osceola County Contract (# RFP-16-4469-TP) with Miller Electric for the video surveillance and access control repair & maintenance. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid. Since the underlying contract is an agreement on a per unit price basis, City staff will make Purchases on an as needed basis using budgeted funds appropriated by City Council.		
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING PIGGYBACKING THE OSCEOLA COUNTY CONTRACT WITH MILLER ELECTRIC FOR VIDEO SURVEILLANCE AND ACCESS CONTROL REPAIR & MAINTENANCE FOR CITY WIDE USAGE		

RESOLUTION 2019 - ____
MILLER ELECTRIC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE OSCEOLA COUNTY CONTRACT (RFP-16-4469) WITH MILLER ELECTRIC, FOR THE VIDEO SURVEILLANCE AND ACCESS CONTROL REPAIR AND MAINTENANCE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to utilize the Osceola County contract for video surveillance and access control repair and maintenance; and

WHEREAS, Miller Electric desires to provide the above mentioned product and service to the City of Palm Coast

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

SECTION 1. APPROVAL OF PIGGYBACK CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract between Osceola County and Miller Electric for video surveillance and access control repair and maintenance as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day December 2019

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – piggyback contract Miller Electric

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

Miller Electric Company
Attn: Melissa Haynie
6805 Southpoint Parkway
Jacksonville, Florida 32216

RE: Engagement Letter Authorizing Piggyback

Agreement between Osceola County and Miller Electric Company 4/19/2016

Contract Name

RFP-16-4469-TP

Contract Reference

Dear Ms. Haynie,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below.

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

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

Thank you.

Regards,

Rose Conceicao

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Matthew Morton

Title: City Manager

Date: _____

MILLER ELECTRIC COMPANY

DocuSigned by:

By: *Andy Bowman*
(Authorized Corporate Officer)
40B771C2F173470...

Print Name: Andy Bowman

Title: Vice President - Integrated Solutions

Date: Nov 15, 2019 | 10:30 AM PST



City of Palm Coast, Florida Agenda Item

Agenda Date: 12/10/2019

Department	FIRE	Amount	\$52,000
Item Key	7395	Account#	10014000-052000
Subject	RESOLUTION 2019-XX APPROVING PIGGYBACKING THE LAKE COUNTY CONTRACT WITH MUNICIPAL EMERGENCY SERVICES FOR THE ANNUAL PURCHASE OF FIREFIGHTER BUNKER GEAR		
Background: <p>The current budget for our Fire Department includes the replacement of aging bunker gear (protective firefighting equipment). According to the NFPA guidelines, bunker gear has a life expectancy of approximately ten years and we are beyond that with some of our older equipment. The Fire Department’s plan is to consistently replace 20 sets per year to ensure we have upgraded equipment for our employees. This year we are requesting 20 replacement sets.</p> <p>The Fire Department formed a committee to set standards for bunker gear that the firemen are to use. Morning Pride meets those standards. Morning Pride is exclusive to Municipal Emergency Services. Staff recommends piggybacking the contract between Municipal Emergency Services and Lake County (Contract #17-0606G) to purchase the bunker gear.</p> <p>The Fiscal Year 2020 budget includes \$52,000 available funding in the City’s Fire Department operating budget for the purchase of Fire Equipment – Personal Protective Equipment (Bunker Gear).</p>			
Recommended Action : <p>ADOPT RESOLUTION 2019-XX APPROVING PIGGYBACKING THE LAKE COUNTY CONTRACT WITH MUNICIPAL EMERGENCY SERVICES FOR THE ANNUAL PURCHASE OF FIREFIGHTER BUNKER GEAR.</p>			

RESOLUTION 2019 - _____
PIGGYBACKING LAKE COUNTY CONTRACT WITH MUNICIPAL
EMERGENCY SERVICES
ANNUAL PURCHASE OF FIREFIGHTER BUNKER GEAR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE LAKE COUNTY CONTRACT WITH MUNICIPAL EMERGENCY SERVICES, #17-0606G FOR THE ANNUAL PURCHASE OF FIREFIGHTER BUNKER GEAR; 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 Coast Fire Department needs to purchase of fire equipment – personal protective equipment (bunker gear) to keep the City and staff efficiently functioning; and

WHEREAS, the City of Palm Coast desires to purchase the fire equipment – personal protective equipment (bunker gear) through the piggyback contract between the Lake County and Municipal Emergency Services contract.

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

SECTION 1. APPROVAL OF ANNUAL PURCHASES AND SERVICES. The City Council of the City of Palm Coast hereby approves piggybacking the Lake County contract with Municipal Emergency Services, #17-0606G for fire equipment, 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. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULLY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of December 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



Finance Department
Budget & Procurement Office

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

November 1, 2019

Jamie Robinson
Regional Vice President
Municipal Emergency Services (MES)
3789 62nd Avenue North
Pinellas Park, FL 33781

**RE: Engagement Letter Authorizing Piggyback
Fire Equipment Parts- Supplies-Services**

Contract Name

17-0606G

Contract Reference

Dear Jamie Robinson,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com.
Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions please don't hesitate to contact me at the email address below.

Sincerely,

DocuSigned by:



Kelly Little-Downey

Procurement Coordinator

City of Palm Coast

Klittle-downey@palmcoastgov.com



Engagement Letter Authorizing Piggyback

Fire Equipment Parts- Supplies-Services

Contract Name

17-0606G

Contract Reference

In Process

CITY OF PALM COAST

Municipal Emergency Services (MES)
(Company)

Signature

Print Name

Date

DocuSigned by:

Jamie Robinson

BA7AB91S719F425...

Signature

Jamie Robinson

Print Name

Nov 4, 2019 | 7:52 AM EST

Date



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Municipal Emergency Services (MES)

Project Name: Fire Equipment Parts- Supplies-Services

Bid/Reference # 17-0606G

Contract Type: Piggyback

Contract Value \$ 80,000.00

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: 06/30/2020

Renewable (Y/N): N

If Yes, # and length of renewals: _____

City's Project Manager Kay Spears

Brief Description/Purpose:

To utilize the pricing on the Lake County contract with Municipal Emergency Services (MES) to purchase Fire equipment, supplies and services.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Municipal Emergency Services (MES)

Project Name: Fire Equipment Parts- Supplies-Services

Bid/Reference # 17-0606G

Contract Type: Piggyback

Contract Value \$ 80,000.00

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: 06/30/2020

Renewable (Y/N): N

If Yes, # and length of renewals: _____

City's Project Manager Kay Spears

Brief Description/Purpose:

To utilize the pricing on the Lake County contract with Municipal Emergency Services (MES) to purchase Fire equipment, supplies and services.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____

City of Palm Coast, Florida Agenda Item

Agenda Date: 12/10/2019

Department	PUBLIC WORKS STREETS DIVISION	Amount
Item Key	7353	Account
Subject	RESOLUTION 2019-XX APPROVING A PRICE AGREEMENT WITH ARGOS READY MIX, LLC., FOR 4,000 PSI CONCRETE FOR CITYWIDE USE	
Background : Public Works, Utility and Storm Water Engineering will be needing to purchase 4,000 PSI concrete with fiber mesh on an as needed basis for the maintenance and repair of sidewalks, driveways, paths, headways, spillways and other stormwater structures at various job locations throughout the City. City staff advertised and solicited bids in accordance with the City’s Purchasing Policy. One bid was received and it was found to be responsive and responsible. Therefore, City staff recommends entering into a one year price agreement with Argos Ready Mix, LLC, at \$110.35 per cubic yard. In support of this recommendation, the notice of intent to award and project bid overview are attached. Since the underlying contract is a price agreement for purchases as needed, such purchases will be made using budgeted funds appropriated by City Council.		
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING A PRICE AGREEMENT WITH ARGOS READY MIX, LLC., FOR 4,000 PSI CONCRETE FOR CITYWIDE USE		

RESOLUTION 2019-____
ARGOS READY MIX, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PRICE AGREEMENT FOR CONCRETE 4,000 PSI WITH FIBER MESH, ON AN AS NEEDED BASIS, WITH ARGOS READY MIX LLC. FOR CITYWIDE USE, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Argos Ready Mix LLC., has expressed a desire to provide concrete 4,000 PSI with fiber mesh to the City of Palm Coast; and

WHEREAS, the City desires to enter into a price agreement with Argos Ready Mix LLC, for the above referenced items.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY 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 the price agreement for concrete 4,000 PSI with fiber mesh for citywide use with Argos Ready Mix LLC., which is 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. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Price agreement with Argos Ready Mix LLC., for concrete 4,000 PSI with fiber mesh

Approved as to form and legality

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



ITB-PW-20-05 - Concrete 4,000 PSI with Fiber Mesh

Project Overview

Project Details	
Reference ID	ITB-PW-20-05
Project Name	Concrete 4,000 PSI with Fiber Mesh
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of establishing a one-year contract with a vendor(s) capable of supplying concrete (4,000 psi with Fiber Mesh).
Open Date	Oct 16, 2019 8:00 AM EDT
Intent to Bid Due	Oct 30, 2019 2:00 PM EDT
Close Date	Oct 31, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
Argos USA LLC		100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Forms 1 - 4	Oct 31, 2019 2:07 PM EDT	Jesse Scott
References	Oct 31, 2019 2:07 PM EDT	Jesse Scott
Price Schedule	Oct 31, 2019 2:07 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Jesse Scott	Oct 31, 2019 2:08 PM EDT	No
Andy Hyatt	Oct 31, 2019 2:11 PM EDT	No
CJ Johnston	Nov 01, 2019 3:37 PM EDT	No



Public Notices

Project Files Updated

Jesse Scott, Oct 30, 2019 10:46 AM EDT

- Project Public Files changed - Added informational Flyer for easy access to post bid information on the City's website.

Notice of Intent to Award

Jesse Scott, Nov 04, 2019 9:14 AM EST

The Notice of Intent to Award has been posted to the Portal Files Section and is now available to view and download.



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Argos USA LLC	Oct 31, 2019 8:47 AM EDT	Jon Witt	dwitt@argos-us.com	NjlwODk=



Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Administrative Review
References	Pass/Fail	Technical review and fact/reference checks to be completed
Price schedule	Pass/Fail	Technical review to ascertain if they are reasonable
Price Schedule	100 pts	entry
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Required Forms	References	Price schedule	Price Schedule
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Argos USA LLC	100 pts	Pass	Pass	Pass	100 pts (\$110.35)



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-PW-20-05 - Concrete 4,000 PSI with Fiber Mesh

Date: 11/4/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 11/7/2019

Firm	Bid
Argos USA, LLC Bunnell, FL	\$110.35 per yard

The intent of the City of Palm Coast is to award ITB-PW-20-05 to Argos USA, LLC

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, and Department Director.

For questions regarding the NOIT please contact Procurement Coordinator jkscott@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office 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 Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings. ITB-PW-20-05

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department	Stormwater & Engineering	Amount	\$328,219.56										
Item Key		Account	54029082-063000-82001										
Subject	RESOLUTION 2019-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE R SECTION PEP MAIN IMPROVEMENTS PROJECT PHASE												
Background : The City of Palm Coast wastewater collection system utilizes pretreatment effluent pumping (PEP) in various areas throughout the city. As residential growth has increased demand on the PEP system pipe mains, it has become necessary to increase the capacity of the mains in order to efficiently carry the sewage flow and reduce pump run times of the PEP tanks. In 2019, Phase 1 of the PEP main improvements was completed in the R-Section of the City, where increase of main capacity is most needed. In Phase 1, additional PEP piping was installed along Riviera Dr. and a portion of Rickenbacker Dr. and Richmond Dr. Phase 2 of the PEP main improvements for the R-Section, is a scheduled Capital Improvement Project for FY 2020. This project will provide parallel PEP mains along Rickenbacker Dr. (east of Riviera Dr.) and portions of Riddle Dr. and Rippling Brook Dr. The project (ITB-CD-20-08) was advertised on October 15, 2019. Bids were received from two qualified contractors on November 21, 2019. City staff recommend awarding the contract to the low bidder S.E. Cline Construction, Inc. of Palm Coast, for the amount of \$298,381.42 and a 10% contingency (\$29,838.14). The notice of intent to award and a project bid overview are attached. This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2020. SOURCE OF FUNDS WORKSHEET FY 2020 <table><tr><td>WWCOLL IMP PEP Service Installs 54029082-063000-82001</td><td>\$2,650,000.00</td></tr><tr><td>Total Expended/Encumbered to Date.....</td><td>\$</td></tr><tr><td>Pending Work Orders/Contracts.....</td><td>\$</td></tr><tr><td>Current (WO/Contract).....</td><td>\$ 328,219.56</td></tr><tr><td>Balance.....</td><td>\$ 246,472.44</td></tr></table>				WWCOLL IMP PEP Service Installs 54029082-063000-82001	\$2,650,000.00	Total Expended/Encumbered to Date.....	\$	Pending Work Orders/Contracts.....	\$	Current (WO/Contract).....	\$ 328,219.56	Balance	\$ 246,472.44
WWCOLL IMP PEP Service Installs 54029082-063000-82001	\$2,650,000.00												
Total Expended/Encumbered to Date.....	\$												
Pending Work Orders/Contracts.....	\$												
Current (WO/Contract).....	\$ 328,219.56												
Balance	\$ 246,472.44												
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING A CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., IN THE AMOUNT OF \$298,381.42 PLUS A 10% CONTINGENCY OF \$29,838.14, FOR THE CONSTRUCTION OF THE R SECTION PEP MAIN IMPROVEMENTS PROJECT PHASE 2.													

RESOLUTION 2019-____
R SECTION PEP MAIN IMPROVEMENTS, PHASE 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH S.E. CLINE CONSTRUCTION, INC., IN THE AMOUNT OF \$298,381.42 PLUS A 10% CONTINGENCY IN THE AMOUNT OF 29,838.14, FOR A TOTAL AMOUNT OF \$328,219.56 FOR THE R SECTION PEP MAIN IMPROVEMENTS, PHASE 2 PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires construction of the R Section PEP Main Improvements, Phase 2, project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with S.E. Cline Construction, Inc., for the above referenced services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council hereby approves the terms and conditions of a contract with S.E. Cline Construction, Inc., for the R Section PEP Main Improvements, Phase 2, project, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 17th day of December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contract with S.E. Cline Construction, Inc.

Approved as to form and legality

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



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-CD-20-08 - R-Section PEP Main Improvements, Phase 2

Date: 11/25/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 11/27/2019

Firm	Bid
S. E. Cline Construction, Inc. Palm Coast, FL	\$298,381.42
T B Landmark Construction, Inc. Jacksonville, FL	\$317,998.00

The intent of the City of Palm Coast is to award ITB-CD-20-08 to S. E. Cline Construction, Inc.

For questions regarding the NOIT please contact project coordinator @palmcoastgov.com.

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

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



ITB-CD-20-08 - R-Section PEP Main Improvements, Phase 2

Project Overview

Project Details	
Reference ID	ITB-CD-20-08
Project Name	R-Section PEP Main Improvements, Phase 2
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164 The contractor shall furnish all labor, materials, equipment, tools, supervision, and any other items required for: constructing approximately 3,000 linear feet of sanitary sewer forcemain, valves, appurtenances and connecting to



	an existing PEP sanitary sewer main system.
Open Date	Oct 23, 2019 8:00 AM EDT
Intent to Bid Due	Nov 21, 2019 2:00 PM EST
Close Date	Nov 21, 2019 2:00 PM EST

Awarded Suppliers	Reason	Score
S.E. Cline Construction, Inc.		100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100	Nov 21, 2019 2:01 PM EST	Kelly Downey
Section 00200	Nov 21, 2019 2:01 PM EST	Kelly Downey
Forms 5 & 6	Nov 21, 2019 2:01 PM EST	Kelly Downey



Addendum #1	Nov 21, 2019 2:01 PM EST	Kelly Downey
Addendum #2	Nov 21, 2019 2:01 PM EST	Kelly Downey
Addendum #3	Nov 21, 2019 2:01 PM EST	Kelly Downey

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
S.E. Cline Construction, Inc.	Nov 21, 2019 11:50 AM EST	Dan Paton	paton@clineconstruction.net	NjQyMzM=
T B Landmark Construction, Inc.	Nov 21, 2019 10:44 AM EST	Martin Adams	estimating@tblandmark.com	NjQyMTI=



Project Criteria

Criteria	Points	Description
Section 00100 / 00200	Pass/Fail	Section 00100 Qualification Forms A - M Section 00200 Bid Forms
Qualification Review	Pass/Fail	Qualification Review
Forms 5 & 6	Pass/Fail	Forms 5 & 6
Bid Schedule	100 pts	Bid Schedule
Technical Bid Review	Pass/Fail	Review bid documents
Addenda	Pass/Fail	Addenda
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Section 00100 / 00200	Qualification Review	Forms 5 & 6	Bid Schedule
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
S.E. Cline Construction, Inc.	100 pts	Pass	Pass	Pass	100 pts (\$298,381.42)
T B Landmark Construction, Inc.	93.83 pts	Pass	Pass	Pass	93.83 pts (\$317,998.00)

	Technical Bid Review	Addenda
Supplier	Pass/Fail	Pass/Fail
S.E. Cline Construction, Inc.	Pass	Pass



	Technical Bid Review	Addenda
Supplier	Pass/Fail	Pass/Fail
T B Landmark Construction, Inc.	Pass	Pass



R Section PEP Main Improvements, Phase 2

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department	Stormwater & Engineering	Amount	\$792,330										
Item Key		Account	54029083-063000-85005										
Subject	RESOLUTION 2019-XX APPROVING A CONTRACT WITH MILLER PIPELINE, LLC, FOR THE CONSTRUCTION OF THE 2020 SANITARY SEWER LINING PROJECT												
Background : <p>Staff has identified areas of the City's gravity sewer collection system which are susceptible to ground water infiltration. These locations tend to be in older parts of the system that were constructed using vitrified clay pipe and which are deep below ground level and therefore submersed beneath the groundwater table for much of the year. As these pipes have aged; cracking, shifting and root intrusion have created points of entry into the pipe for ground water to seep in. The cumulative effect of this condition results in increased flows to the City's pump stations and to the wastewater treatment plants.</p> <p>In order to improve the structural integrity of these sanitary sewer gravity mains and seal them from groundwater infiltration, an annual Capital Improvement Project was budgeted to perform cured in-place pipe lining. The first of the annual sewer pipe lining projects was completed in 2019 and lined approximately 30,000 feet of gravity sewer mains. The second annual sewer lining project will line approximately the same quantity of pipe and be performed in Fiscal Year 2020. It is anticipated that similar amounts will be needed annually for the next three (3) to four (4) years in order to meet all of the rehabilitation needs of the existing gravity sewer pipe system.</p> <p>On October 15, 2019, bids were received from nine (9) qualified contractors. Bid totals including base bid and all three (3) bid alternates, range from \$792,330.00 to \$1,311,000.00. The low bid total was submitted by Miller Pipe Line, LLC of Indianapolis, Indiana. Miller Pipe Line, LLC is an experienced pipe lining company which has performed work throughout the state of Florida. City staff recommends award of the contract to the low bidder, Miller Pipeline, LLC for the amount of \$792,330.00. The notice of intent to award, project bid tabulation and project area map are attached as exhibits to this item.</p> <p>This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2020.</p> <p>SOURCE OF FUNDS WORKSHEET FY 2020</p> <table><tr><td>General Plant R& R 54029083-063000-85005</td><td>\$2,350,000.00</td></tr><tr><td>Total Expended/Encumbered to Date.....</td><td>\$ 487,087.28</td></tr><tr><td>Pending Work Orders/Contracts.....</td><td>\$</td></tr><tr><td>Current (WO/Contract).....</td><td>\$ 792,330.00</td></tr><tr><td>Balance.....</td><td>\$1,070,582.72</td></tr></table>				General Plant R& R 54029083-063000-85005	\$2,350,000.00	Total Expended/Encumbered to Date.....	\$ 487,087.28	Pending Work Orders/Contracts.....	\$	Current (WO/Contract).....	\$ 792,330.00	Balance	\$1,070,582.72
General Plant R& R 54029083-063000-85005	\$2,350,000.00												
Total Expended/Encumbered to Date.....	\$ 487,087.28												
Pending Work Orders/Contracts.....	\$												
Current (WO/Contract).....	\$ 792,330.00												
Balance	\$1,070,582.72												
Recommended Action : <p>ADOPT RESOLUTION 2019-XX APPROVING A CONTRACT WITH MILLER PIPELINE, LLC, IN THE AMOUNT OF \$792,330.00, FOR THE INSTALLATION OF THE 2020 SANITARY SEWER LINING PROJECT.</p>													

RESOLUTION 2019-_____
2020 SANITARY SEWER LINING PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONSTRUCTION CONTRACT WITH MILLER PIPELINE, LLC., FOR THE 2020 SANITARY SEWER LINING PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires construction of the 2020 Sanitary Sewer Lining project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Miller Pipeline, LLC, for the above referenced services.

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

SECTION 1. APPROVAL OF IMPROVEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of a contract with Miller Pipeline, LLC, for the 2020 Sanitary Sewer Lining project, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachments: Exhibit A-Contract with Miller Pipeline, LLC

Approved as to form and legality

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



NOTICE OF INTENT TO AWARD

Project: ITB-CD-20-09 - 2020 Sanitary Sewer Lining

Date: 11/25/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 12/2/2019

Firm	Bid
Miller Pipeline, LLC Indianapolis, IN	\$792,330.00
Insituform Technologies Chesterfield, MO	\$796,320.00
SAK Construction, LLC O'Fallon, MO	\$829,185.00
Ric-Man Construction Florida Deerfield Beach, FL	\$912,859.50
American Infrastructure Technologies Corporation Hanceville, AL	\$939,015.00
IPR SE Stone Mountain, GA	\$939,050.00
Vortex Services, LLC. Tampa, FL	\$973,350.00



Granite Inliner, LLC Sanford, FL	\$992,565.00
Gulf Coast Underground, LLC Theodore, AL	\$1,311,000.00

The intent of the City of Palm Coast is to award ITB-CD-20-09 to Miller Pipeline, LLC

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

For questions regarding the NOIT please contact project coordinator @palmcoastgov.com.

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

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



ITB-CD-20-09 - 2020 Sanitary Sewer Lining

Project Overview

Project Details	
Reference ID	ITB-CD-20-09
Project Name	2020 Sanitary Sewer Lining
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164 The contractor shall furnish all labor, materials, equipment, tools, supervision, and any other items required for: cured in place pipe lining of approximately 30,100 LF of existing sanitary sewer gravity pipe.



Open Date	Oct 23, 2019 8:00 AM EDT
Intent to Bid Due	Nov 21, 2019 2:00 PM EST
Close Date	Nov 21, 2019 2:00 PM EST

Awarded Suppliers	Reason	Score
Miller Pipeline, LLC		100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100	Nov 21, 2019 2:04 PM EST	Kelly Downey
Section 00200	Nov 21, 2019 2:04 PM EST	Kelly Downey
Forms 5 & 6	Nov 21, 2019 2:04 PM EST	Kelly Downey
Addendum #1	Nov 21, 2019 2:04 PM EST	Kelly Downey

Generated on Nov 25, 2019 4:24 PM EST - Kelly Downey



Addendum #2	Nov 21, 2019 2:04 PM EST	Kelly Downey
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Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
IPR SE	Nov 21, 2019 12:44 PM EST	Sara Grogan	sgrogan@teamipr.com	NjQyNDk=
Granite Inliner, LLC	Nov 18, 2019 3:58 PM EST	Michael Cannon	mike.cannon@gcinc.com	NjM3NDI=
American Infrastructure Technologies Corporation	Nov 19, 2019 12:20 PM EST	Debra Quinn	QUINN.D@AITECHCORP.COM	NjM4NDA=
Miller Pipeline, LLC	Nov 21, 2019 1:30 PM EST	Emy Belich	Emy.Belich@millerpipeline.com	NjQyNjQ=
Gulf Coast Underground, LLC	Nov 19, 2019 12:27 PM EST	Denise Wilson	dwilson@gulfcoastunderground.com	NjM4NDM=
Ric-Man Construction	Nov 21, 2019 9:25 AM	Rafael Vega	rvega@ric-manfl.com	NjQxOTA=

Generated on Nov 25, 2019 4:24 PM EST - Kelly Downey



Florida	EST			
Insituform Technologies	Nov 21, 2019 11:41 AM EST	Dave Raymond	draymond@aegion.com	NjQyMjg=
Vortex Services, LLC.	Nov 21, 2019 10:15 AM EST	Catherine Corrigan	ccorrigan@vortexcompanies.com	NjQyMDg=
SAK Construction, LLC	Nov 21, 2019 10:46 AM EST	Boyd Hirtz	bidcippe@sakcon.com	NjQyMTM=



Project Criteria

Criteria	Points	Description
Section 00100 / 00200	Pass/Fail	Section 00100 Qualification Forms A - M Section 00200 Bid Forms
Qualification Review	Pass/Fail	Qualification Review
Forms 5 & 6	Pass/Fail	Forms 5 & 6
Bid Schedule	100 pts	Bid Schedule
Technical Bid Review	Pass/Fail	Technical Bid Review
Addenda	Pass/Fail	Addendum # 1 & #2
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Section 00100 / 00200	Qualification Review	Forms 5 & 6	Bid Schedule
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Miller Pipeline, LLC	100 pts	Pass	Pass	Pass	100 pts (\$792,330.00)
Insituform Technologies	99.5 pts	Pass	Pass	Pass	99.5 pts (\$796,320.00)
SAK Construction, LLC	95.56 pts	Pass	Pass	Pass	95.56 pts (\$829,185.00)
Ric-Man Construction Florida	86.8 pts	Pass	Pass	Pass	86.8 pts (\$912,859.50)
American Infrastructure Technologies	84.38 pts	Pass	Pass	Pass	84.38 pts (\$939,015.00)



	Total	Section 00100 / 00200	Qualification Review	Forms 5 & 6	Bid Schedule
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Corporation					
IPR SE	84.38 pts	Pass	Pass	Pass	84.38 pts (\$939,050.00)
Vortex Services, LLC.	81.4 pts	Pass	Pass	Pass	81.4 pts (\$973,350.00)
Granite Inliner, LLC	79.83 pts	Pass	Pass	Pass	79.83 pts (\$992,565.00)
Gulf Coast Underground, LLC	60.44 pts	Pass	Pass	Pass	60.44 pts (\$1,311,000.00)

	Technical Bid Review	Addenda
Supplier	Pass/Fail	Pass/Fail
Miller Pipeline, LLC	Pass	Pass





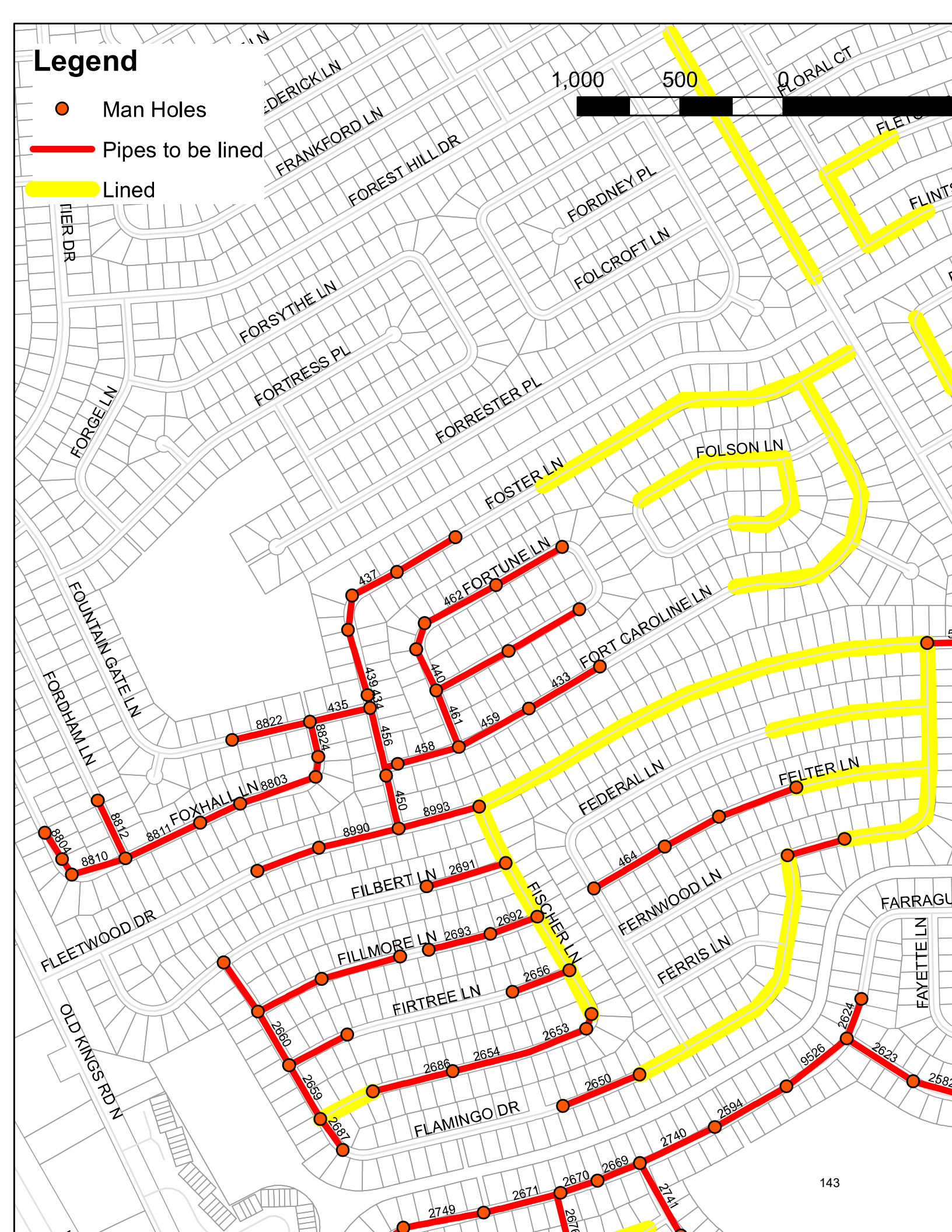
	Technical Bid Review	Addenda
Supplier	Pass/Fail	Pass/Fail
Insituform Technologies	Pass	Pass
SAK Construction, LLC	Pass	Pass
Ric-Man Construction Florida	Pass	Pass
American Infrastructure Technologies Corporation	Pass	Pass
IPR SE	Pass	Pass
Vortex Services, LLC.	Pass	Pass
Granite Inliner, LLC	Pass	Pass



	Technical Bid Review	Addenda
Supplier	Pass/Fail	Pass/Fail
Gulf Coast Underground, LLC	Pass	Pass

Legend

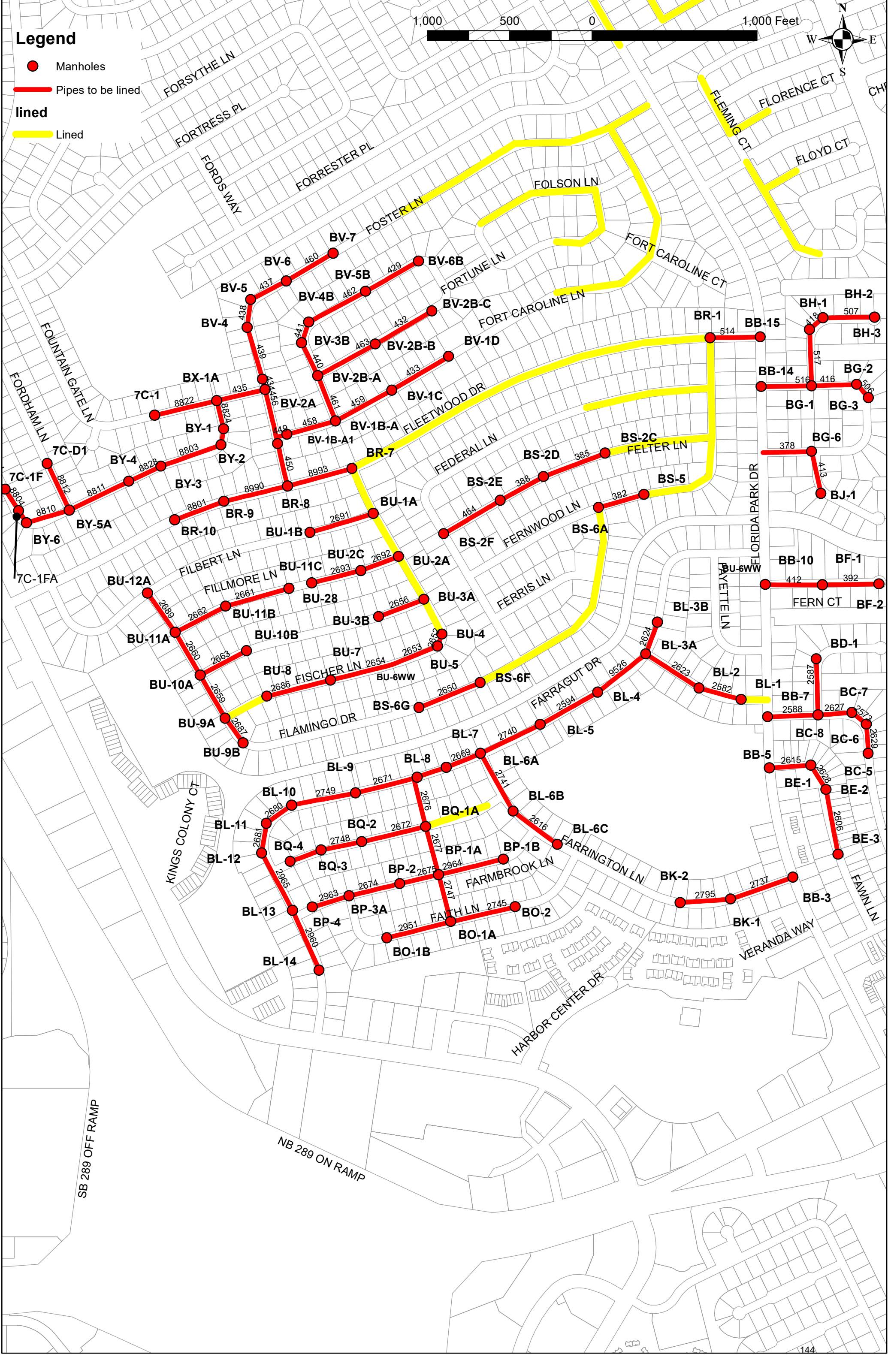
-  Man Holes
 Pipes to be lined
 Lined



Legend

- Manholes
- Pipes to be lined
- lined
- Lined

1,000 500 0 1,000 Feet



City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department Utility	Amount \$97,270.75
Item Key	Account #54029082 063000 82002
Subject RESOLUTION 2019-XX APPROVING A PURCHASE AGREEMENT WITH VEOLIA WATER TECHNOLOGIES, INC., FOR KRUGER HYDROTECH DISCFILTER CAPACITY UPGRADES	
<p>As Wastewater Treatment Plant #1 ages and as flows continue to increase due to growth, the existing Hydrotech discfilter's are in need of upgrades to increase the amount of treatment capacity and improve effluent quality. The existing twelve year old Hydrotech discfilters were removed from service and successfully mechanically rehabbed in 2019. The Hydrotech discfilters are designed to allow increased capacity by adding additional discs and hardware.</p> <p>Wastewater Treatment Operations staff are requesting approval to purchase additional materials to complete the capacity upgrade of two of the existing filters as part of a two year upgrade program. This purchase, if approved, will duplicate the 2019 purchase of ten complete assemblies including backwash pumps and motors and complete the project and increase the filter capacity from 6.83 mgd to 9.1 mgd (million gallons per day). The installation of the upgrades will be performed by staff with some initial guidance from a factory representative. This specialized equipment is used to remove any remaining suspended solids from the finished effluent streamflow before entering the reuse system.</p> <p>This equipment must be sole sourced from Veolia Water Technologies, Inc. (dba Kruger) as there are no other sources to obtain this equipment. Kruger has proven to be an industry leader in Wastewater Treatment Process Equipment and has an established positive history with the City's Utility department.</p> <p>City staff recommends that the City Council approve the purchase agreement, in the amount of \$97,270.75, with Veolia Water Technologies, Inc. The agreement is attached to this agenda item.</p> <p>Funds for this project, are budgeted for in the FY 2020 Utility Capital Projects R&R funds.</p>	
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING A PURCHASE AGREEMENT WITH VEOLIA WATER TECHNOLOGIES, INC., FOR KRUGER HYDROTECH DISCFILTER CAPACITY UPGRADES	

RESOLUTION 2019-_____
KRUGER HYDROTECH DISCFILTER CAPACITY UPGRADES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PURCHASE AGREEMENT WITH VEOLIA WATER TECHNOLOGIES, INC. FOR THE KRUGER HYDOTECH DISCFILTER CAPACITY UPGRADES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Veolia Water Technologies Inc. has expressed a desire to provide Kruger Hydrotech discfilter capacity upgrades to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced Kruger Hydrotech discfilter capacity upgrades from Veolia Water Technologies, Inc.

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

SECTION 1. APPROVAL OF PURCHASE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of a purchase agreement with Veolia Water Technologies, Inc. for the purchase of Kruger Hydrotech discfilter capacity upgrades, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 17th day of December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – Purchase Agreement with Veolia Water Technologies Inc.

Approved as to form and legality

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



QUOTE

QUOTE NO. 102119

DATE: 10.21.19

Veolia Water Technologies, Inc. (dba Kruger)
 1500 Garner Road, Suite C
 Raleigh, North Carolina 27610 USA
 PHONE 888-578-4378 FAX 919-661-4568
 EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 11.21.19
This quote is valid for 30 days

TO Danny Ashburn
 Utility Systems Manager
 City of Palm Coast
 Tel: 386-986-2370
 Mobile: 386-864-9859
 DAshburn@palmcoastgov.com

FROM: Tony Cook
 Customer Solutions Manager - Southeast USA
 Mobile: 919.931.9044
 Email: tony.cook@veolia.com

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	Kruger Discfilter	Net 30 Days	F.O.B. Prepaid & Add Destination	12 - 14 WEEKS ARO FACTORY STOCK; SWEDEN

Veolia Water Technologies, Inc (dba Kruger) is pleased to accept Credit Card payments using MasterCard, VISA or American Express upon verification by the card issuer of the card's sufficiency for the order. To use a credit card for order payment, please fill out the attached Credit Card Payment Authorization form (Appendix A). Credit card payments will be processed at the time of order acknowledgement and sales tax will be added if applicable.

QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	LINE TOTAL
10	HYDROTECH DISCFILTER HSF2218/13-2FN UNIT X 4 DISC UNIT HSF2200 COMPLETE ASSEMBLY, ALL PARTS NECESSARY TO ADD FIVE COMPLETE DISC TO 2 KRUGER DISCFILTERS. INCLUDES ALL NECESSARY 304 SS FILTER PANELS, NOZZLES, SPRAY TIPS, AND MOUNTING HARDWARE.	\$7,843.09	\$78,430.90
2	BACKWASH PUMP AND MOTOR, MTR20 16/5 3X230/460 60HZ, GRUNDFOS, COMPLETE PUMP AND 15 HP MOTOR <ul style="list-style-type: none"> PROPOSED PUMP AND MOTOR SIZED CORRECTLY FOR EXPANSION ORIGINAL EQUIPMENT PUMP IS OBSOLETE FROM THE MANUFACTURE AND UNDERSIZED FOR THE EXPANSION DESIGN FLOW RATE. NOT INCLUDED: LABOR TO ASSEMBLE AND INSTALL PARTS NOT PROVIDED BY KRUGER. CONTROL PANEL ACCESSORIES AND/OR MODIFICATIONS NOT INCLUDED. *CONFIDENTIAL, Not to be shared with a third party*	\$7,940.14	\$15,880.28

SUBTOTAL **\$94,311.18**

LESS 15% DISCOUNT Included

PROCESSING FEE WAIVED

ESTIMATED FREIGHT **\$2,959.57**

SALES TAX If applicable

TOTAL **\$97,270.75**

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.

PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,
 CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.

MINIMUM ORDER \$50.00.

Quotation prepared by: Tony Cook

To accept, sign here and return*: _____

PLEASE NOTE:

A signed Quotation is required to process order. If you submit a PO, please reference Veolia Water Technologies, Inc (dba Kruger Water Technologies) Quotation number to process order.

VEOLIA WATER TECHNOLOGIES, INC (DBA KRUGER) QUOTATION IS FOR PARTS & SERVICES ONLY. THE PRICING IS EXPRESSLY CONTINGENT UPON THE ITEMS IN THIS QUOTATION & ARE SUBJECT TO VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER WATER TECHNOLOGIES) STANDARD TERMS OF SALE FOR PARTS & SERVICES ORDERS AS DETAILED HEREIN. NO ADD'L TERMS CONTAINED WITHIN OWNER'S AND/OR ENGINEER'S PLANS & SPECIFICATIONS SHALL APPLY TO NOR BECOME A PART OF THIS QUOTE.



1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. "
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO SOLE SOURCE

Project Number: SS-UT-20-15

Project Name: Kruger Discfilter Capacity Upgrades

Date: November 5, 2019

The City of Palm Coast intends to waive the solicitation process and approve a sole/single to Veolia Water Technologies (Kruger) for the purchase of materials for Kruger Discfilter Capacity Upgrades.

Interested vendors (firms or individuals) that can provide the goods/services can respond with an alternate solution that overcomes the sole/single source reasons stated on the sole/single source documentation, along with sufficient detailed convincing documentation, regarding their ability to supply equivalent commodities or services. Responses or questions seeking additional detail regarding the procurement, specifications, terms, conditions, requirements, etc. are directed to contact: Kelly Downey at KLittle-Downey@palmcoastgov.com prior to 5:00 PM on Thursday, November 14, 2019. The City reserves the right to require the responding Vendor to submit additional information as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of the responding vendor.

This is **not** a request for bids or proposal and there is no solicitation available. The City will not consider any responses as a proposal, bid or quote. Any responses received as a result of this Notice of Intent shall be considered solely for determining whether bona fide competition exists.

If it is determined by City staff, after reviewing any information received from responding vendors, that sole/single source justification stands and that the commodities or contractual services are available only from a sole/single source, the City shall prepare a recommendation to the City Commission requesting approval to waive the solicitation process and proceed with the sole/single-source purchase.





Finance Department
Budget & Procurement Office

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

Scope of Services

As Wastewater Treatment Plant #1 increases in age and as flows continue to increase due to growth the existing Hydrotech Discfilter's are in need of upgrades to increase the amount of treatment capacity and improve effluent quality. The existing twelve year old Hydrotech Discfilters were removed from service and successfully mechanically rehabbed in 2019 and are designed to allow increased capacity by adding additional discs and hardware. The City will be purchasing additional materials to complete the capacity upgrade of two of the existing filters (ten complete assembly's including backwash pumps and motors) as part of a two year upgrade program. This specialized equipment is used to remove any remaining suspended solids from the finished effluent streamflow before entering the reuse system.

This equipment must be sole sourced from Veolia Water Technologies, Inc. (dba Kruger) as there are no other sources to obtain this equipment. Kruger has proven to be an industry leader in Wastewater Treatment Process Equipment and has an established positive history with the City Utility.





Sole Source Justification Form

Requestor:

Department:

Vendor Name:

Spend Amount:

Describe Goods and/or Services:

Why is this a sole source, select one:

This is the only vendor that can provide the only goods or services that will produce the desired results (or fulfill the specific need). In the section below select all that apply:

Exclusive sales territory by manufacturer listed on (attach vendor letter)

City Utility Standards approved material list

Voids Manufacturer's warranty

Does not perform as well as the manufacturers parts

Compatibility issues with existing systems or components

Other

The item is available from more than one vendor, but due to other circumstances (such as prohibitive delivery time and cost, compatibility with existing systems, etc.), only one vendor is suited to provide the goods or services

Explain:

Initial here to confirm that you made reasonable attempt to locate competition (alternate sources of supply).

Requester's Signature:

Date:

Department Director's Signature:

Date:

11/5/19

Prepared for: CITY OF PALM COAST

05/21/2019

Attention: Mr. Danny Ashburn

Kruger is the sole engineering design proprietor of the Kruger Discfilter system. All parts associated with the Kruger Discfilter system have been engineered based on Veolia Water Technologies, Inc. (dba Kruger) specifications and recommendations that include the following:

Kruger Actiflo® Equipment – including, but not limited to, mixers, microsand pumps, hydrocyclone systems, & lamellas

Kruger Curved Bar Screens

Kruger / Hydrotech Disc Filter Parts

Kruger Mixers

Kruger Inlet Distributors/Weir Gates and Drive Components

HYDREX™ products (polymers, microsand, coagulants, and specialty chemicals)

Kruger Rotor Drive Systems

Kruger Ditch Aluminum Decking

Kruger Proprietary Software/Programming for SCADA and PLC on Kruger Installations

Pricing: Kruger to provide a 15% OEM Discount on Kruger list pricing to include all part associated with the above listed items. The corresponding discount will be applied at the time of quote and reflect on the associated invoice.

Shipping: Shipping is subject to change and standard shipping charges will apply. An option to overnight will be available for all applicable parts.

If you have any questions or concerns, please feel free to contact me.

Thank you,

PLEASE NOTE:
This Letter is valid through
December 31, 2019.

Tony Cook

Customer Solutions Manager - Southeast USA Region, Kruger

VEOLIA WATER TECHNOLOGIES

office : +1 919 653-4557 / cell : +1 919 931-9044 / fax : +1 919 661-4568

Kruger / 1500 Garner Road, Suite C / Raleigh, NC 27610 / USA



QUOTE

QUOTE NO. 102119

DATE: 10.21.19

Veolia Water Technologies, Inc. (dba Kruger)
 1500 Garner Road, Suite C
 Raleigh, North Carolina 27610 USA
 PHONE 888-578-4378 FAX 919-661-4568
 EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 11.21.19
This quote is valid for 30 days

TO Danny Ashburn
 Utility Systems Manager
 City of Palm Coast
 Tel: 386-986-2370
 Mobile: 386-864-9859
 DAshburn@palmcoastgov.com

FROM: Tony Cook
 Customer Solutions Manager - Southeast USA
 Mobile: 919.931.9044
 Email: tony.cook@veolia.com

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	Kruger Discfilter	Net 30 Days	F.O.B. Prepaid & Add Destination	12 - 14 WEEKS ARO FACTORY STOCK; SWEDEN

Veolia Water Technologies, Inc (dba Kruger) is pleased to accept Credit Card payments using MasterCard, VISA or American Express upon verification by the card issuer of the card's sufficiency for the order. To use a credit card for order payment, please fill out the attached Credit Card Payment Authorization form (Appendix A). Credit card payments will be processed at the time of order acknowledgement and sales tax will be added if applicable.

QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	LINE TOTAL
10	HYDROTECH DISCFILTER HSF2218/13-2FN UNIT X 4 DISC UNIT HSF2200 COMPLETE ASSEMBLY, ALL PARTS NECESSARY TO ADD FIVE COMPLETE DISC TO 2 KRUGER DISCFILTERS. INCLUDES ALL NECESSARY 304 SS FILTER PANELS, NOZZLES, SPRAY TIPS, AND MOUNTING HARDWARE.	\$7,843.09	\$78,430.90
2	BACKWASH PUMP AND MOTOR, MTR20 16/5 3X230/460 60HZ, GRUNDFOS, COMPLETE PUMP AND 15 HP MOTOR <ul style="list-style-type: none"> PROPOSED PUMP AND MOTOR SIZED CORRECTLY FOR EXPANSION ORIGINAL EQUIPMENT PUMP IS OBSOLETE FROM THE MANUFACTURE AND UNDERSIZED FOR THE EXPANSION DESIGN FLOW RATE. NOT INCLUDED: LABOR TO ASSEMBLE AND INSTALL PARTS NOT PROVIDED BY KRUGER. CONTROL PANEL ACCESSORIES AND/OR MODIFICATIONS NOT INCLUDED. *CONFIDENTIAL, Not to be shared with a third party*	\$7,940.14	\$15,880.28

SUBTOTAL **\$94,311.18**

LESS 15% DISCOUNT Included

PROCESSING FEE WAIVED

ESTIMATED FREIGHT **\$2,959.57**

SALES TAX If applicable

TOTAL **\$97,270.75**

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 CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.

MINIMUM ORDER \$50.00.

Quotation prepared by: Tony Cook

To accept, sign here and return*: _____

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2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Prepaid and Add Destination.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
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7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.

2020 Sanitary Sewer Lining
SS-UT-20-15 Details | City
Water, Sewer, Stormwater
RFP-05-2019-TORNADO
Oakland FL
Fannin-County-RFP-Disa
+

palmcoastgov.com/bids/detail/913

Apps
Bonfire
State Contracts and...
Search | U.S. Comm...
011614-Mill | Source...
DocuSign Login - E...
suntrust - Google S...
Spending Alerts | G...
Florida Sheriffs Ass...
Search | U.S. Comm...

Home
Menu
Palm Coast Connect
I Want To...
Newsroom
For Palm Coasters
For Our Visitors
Business & Growth
Government
Contact

Rooted In Nature
Week In Review

f
t
i
p

PROCUREMENT

To Procurement Home

Bids Search
Vendor Registration
Search Registered Vendors
Public Records Search

Want to get notified by email when new solicitations are added to our site? [Click here](#) to sign up for our Bids Notification.

The City of Palm Coast's new procurement portal enables the City to accept and evaluate bids/proposals electronically. You must be registered on the procurement portal in order to download any solicitation documentation. Register & view public opportunities here: <https://palmcoastgov.bonfirehub.com/portal>

Important Note: Paper submissions will no longer be accepted. All proposals must be submitted electronically through the procurement portal.

SS-UT-20-15 Details

<< Back To Bids

SS-UT-20-15
Notice of Intent to Sole Source Kruger Disfilter
Issue Date: 11/5/2019
Due Date: 11/14/2019 2:00 PM
Scope:
[Click for Additional Bid Details](#)

Find Your Florida

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department	UTILITY	Amount	\$ 50,000.00
Item Key		Account	# 54029088 063000 84004
Subject	RESOLUTION 2019-XX APPROVING PIGGYBACKING THE WEST PALM BEACH CONTRACT WITH STEWART’S ELECTRIC MOTOR WORKS INC., FOR THE PURCHASE AND REPAIR OF MOTORS AND PUMPS		
Background : The Water treatment facilities utilize a wide variety of pumps and motors throughout different applications in the Water treatment process. Pumps and motors tend to wear or breakdown over time and need to be rebuilt or replaced to maintain the production of water throughout each facility. The Utility Department is requesting a contract with a Stewart’s Electric Motor Works Inc. for the purchase and repair of motors and pumps on an as-needed basis. City staff is recommending piggybacking the West Palm Beach’s Contract (#ITB 17-18-118) with Stewart’s Electric Motor Works, Inc. to purchase and repair motors and pumps at all the treatment facilities. 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. City staff will purchase or request service repairs on motors and pumps, on an as needed basis using budgeted funds. The Fiscal Year 2020 Budget includes available funding in the City’s Utility Department budget to purchase and repair motors and pumps. City staff estimate that the City will expend approximately \$50,000.00 annually under this piggyback contract.			
Recommended Action : APPROVE RESOLUTION 2019-XX PIGGYBACKING THE WEST PALM BEACH CONTRACT WITH STEWART’S ELECTRIC MOTOR WORKS INC. FOR THE PURCHASE AND REPAIR OF MOTORS AND PUMPS			

RESOLUTION 2019 - _____
PURCHASE AND REPAIR OF MOTORS AND PUMPS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT WITH STEWART’S ELECTRIC MOTORS INC. ON THE WEST PALM BEACH CONTRACT (#ITB 17-18-118) FOR THE PURCHASE AND REPAIR OF MOTORS AND PUMPS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stewart’s Electric Motor Works Inc. has expressed a desire to provide the purchase and repair of motors and pumps to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a piggyback contract with Stewart’s Electric Motor Works Inc. on the West Palm Beach Contract #ITB 17-18-118 for the purchase and repair of motors and pumps.

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 a contract with Stewart’s Electric Motor Works Inc. on the West Palm Beach Contract #ITB 17-18-118 for the purchase and repair of motors and pumps, 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 17th day, December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MELISSA 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 Stewart's Electric Motor Works, Inc.

Project Name: Electric Motor and pump Repair

Bid/Reference # 17-18-118 (ITB)

Contract Type: Piggyback

Contract Value \$ over \$30,000.00

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: 04/03/2021

Renewable (Y/N): Y

If Yes, # and length of renewals: 2 - 1 year

City's Project Manager Pete Roussell

Brief Description/Purpose:

To utilize the pricing on the City of West Palm Beach's contract with Stewart's Electric Motor Works for the purchase and repair of motors and pumps.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____



Finance Department
Budget & Procurement Office

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

November 25, 2019

Paul Stewart
Vice President
Stewart's Electric Motor Works, Inc.
8951 Trussway Blvd.

**RE: Engagement Letter Authorizing Piggyback
Electric Motor and pump Repair**

Contract Name

17-18-118 (ITB)

Contract Reference

Dear Paul Stewart,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions please don't hesitate to contact me at the email address below.

Sincerely,

DocuSigned by:



Kelly Little-Downey

Procurement Coordinator

City of Palm Coast

Klittle-downey@palmcoastgov.com



Engagement Letter Authorizing Piggyback

Electric Motor and pump Repair

Contract Name

17-18-118 (ITB)

Contract Reference

In Process

CITY OF PALM COAST

Stewart's Electric Motor Works, Inc.

(Company)

Signature

Print Name

Date

DocuSigned by:

Paul Stewart

Signature

Paul Stewart

Print Name

Nov 25, 2019 | 8:35 AM PST

Date

MEMO



WEST PALM BEACH

City Attorney

To: Jeri Muoio, Mayor

From: Stacey R. Weinger, Asst. City Attorney *[Signature]*

Date: April 3, 2018

Matter No: 21128

Dept. 971 Public Utilities

Re: **Stewart's Electronic Motor Works; WTP; Electric Motors & Pump Repairs Master**

Transmitted herewith for your signature are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: Office of the City Clerk

RECEIVED

The Mayor is authorized to execute the document in accordance with:

APR 05 2018

Y Procurement Code.
 Commission Approval. Resolution No.
 City Charter

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

Please take the actions indicated below with respect to these documents:

Y Attest to the execution of the Agreement by the Mayor.
Y Insert the date of execution beneath the Mayor's signature (if not already dated).

Estimated Record Retention Review:

X May 2028
(5 years from estimated completion and final payment; service and general contracts)

(10 years from estimated completion and final payment for construction & CCNA contracts).

Please **retain one original** as a public record and forward the other original to:

Robin Hewitt, Procurement



WEST PALM BEACH

CITY'S ORIGINAL

**MASTER SERVICES AGREEMENT
ELECTRIC MOTOR AND PUMP REPAIR**

Contract No. 21128

ITB No. 17-18-118

THIS CONTRACT is made and entered into by and between the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City") and **STEWART'S ELECTRONIC MOTOR WORKS, INC.**, a corporation of the State of Florida, whose address is 8951 Trussway Blvd., Orlando, FL 32824 (the "Contractor").

WITNESSETH:

WHEREAS, the City issued its Invitation to Bid No. 17-18-118 (the "ITB") pursuant to state and local law to solicit proposals to provide Electric Motor and Pump Repair; and

WHEREAS, Contractor is a professional qualified to render said services and has responded to the ITB by submitting its Bid dated January 24, 2018 (the "Bid"); and

WHEREAS, the City desires to engage Contractor to provide such services according to the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the parties hereto understand and agree as follows:

THIS AGREEMENT ("Agreement") is made by and between the **CONTRACTOR** identified above and the **City of West Palm Beach** ("City"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, the Contractor and City agree as follows:

1. Services/Method of Ordering Work.

1.1 Scope. The Contractor hereby agrees to provide all labor, supervision, material, equipment and outside services necessary to repair or refurbish electric motors and pumps on an "as-needed" basis (the "Scope of Work") subject to and in accordance with the terms, conditions and provisions of this Contract and the Contract Documents described below. All repair and refurbishment shall be performed in accordance with 'Electrical Apparatus Service Association's (EASA) Recommended Practice, 1998 Revision and the National Electrical Manufacturers Association (NEMA) Standards for service and repair of electrical apparatus. The work shall be provided at the City's Water Treatment Plant or other City locations the "Repair Sites", as requested by the City. Contractor agrees to furnish all the parts, equipment and labor necessary for performance of the Work in a good, firm, substantial and workmanlike manner, in accordance with all applicable plans and specifications.

1.2. The Contractor shall keep an ample inventory of parts to ensure parts availability and shall provide a parts list on CD with pricing and the percentage of discount off of the list price for all parts. All parts and equipment must be new, carry standard warranties and must meet the specifications of this Contract.

1.3 Pickup and Delivery. The Contractor shall provide free pickup and delivery of all equipment to be repaired at the Contractor's facility. If the equipment is unable to be transported to the Contractor's facility, repairs shall be performed at the specified City facility.



In Process

CITY'S ORIGINAL

1.3.1 Pickup Time. The Contractor shall pickup equipment for repair within twenty-four (24) hours of receipt of verbal notification by the City, including after normal business hours, weekends and holidays.

1.3.2 Removal and Replacement. The City will be responsible for the removal and replacement of equipment when feasible for the initial repair and for a second time if rework is required due to faulty repair by the Contractor. All costs incurred by the City for the third and subsequent rework cycles will be charged to the Contractor.

1.4 This Contract is on a non-exclusive basis and the City reserves the right to award other contracts for services falling within the scope of this Contract.

1.5 Emergency. If, in the sole opinion of the City, an emergency exists, the Contractor shall provide emergency repair service either in the field or at the Contractor's facility within two (2) hours of notification on a twenty-four (24) hours a day, seven (7) days a week basis, including holidays. Contractor shall have a qualified technical service representative residing in the State of Florida throughout the term of the Contract or otherwise guarantee in writing two (2) hour on-site emergency assistance.

1.6 Method of Ordering Work.

1.6.1 Direct Orders. Emergency type work related to the repair of electric pumps and motors and other emergency-type work, or work which in the City's determination requires immediate Services may be ordered by the City under this Contract as needed, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of this Contract. Upon completion of each work task, the Contractor will submit an individual invoice of said task indicating the date work was performed, the description of the person performing the work, the hourly rates charged, equipment provided, rate charged for equipment, materials or supplies in accordance with the Contract.

1.6.2 Work Orders. Services will be requested by City via work order. Work orders will be issued by City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in this Agreement. No work is authorized until a work order is fully executed by the City. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Contractor will submit an individual invoice, a copy of the Work Order and the appropriate completed Small Business participation form. No minimum quantity of work orders nor minimum amount of compensation is guaranteed under this Agreement. No Work Order may be issued for Services to be completed after the expiration of this Agreement. The form of City's work order is attached to this Agreement as **Exhibit A**. Time is of the essence with respect to each Work Order, and Work Orders shall be completed within the time indicated for each Work Order.

1.6.2.1 Contractor's Understanding. Upon receipt of a Work Order it is understood and agreed that the Contractor will, by careful examination, satisfy himself as to the nature and location of the work, the site conditions, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor will visit the site, review any design criteria furnished by City, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by City to be an adequate investigation. By execution of the Work Order Contractor represents that the plans and specifications are consistent, practical, feasible and that the work can be completed within the scheduled time. Contractor affirmatively covenants that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

1.6.2.2 Subcontractors and Suppliers. Unless otherwise required to be specified in Contractor's Bid, within three (3) days after the date of the City's issuance of a Work Order, the Contractor shall furnish to the City in writing the names of the persons or entities (including those who are to furnish parts, materials or equipment fabricated to a special design) whom the Contractor will engage as sub-contractors or suppliers for the Project. The Contractor shall not change such sub-contractors or suppliers without written

notice to City, and shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection in writing, after such notice. The Contractor understands and agrees that the Contractor alone is responsible to the City for all of the work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by the City will not in any way make the City responsible to any subcontractor or sub-subcontractor or suppliers. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation and general liability coverage. The City shall be named as an intended Third Party Beneficiary in all subcontractor agreements provided such naming shall not create privity of contract between City and subcontractor.

All subcontracts shall provide the following exact language: *"Sub-contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by the City or its Engineer and agrees that its exclusive remedy shall be an extension of its contract time."*

1.6.5 Acceptance of Work. Acceptance of Equipment provided or Services performed shall be by the City after the City's Representative has inspected the equipment or services and determined that provisions of each work order was completed consistent with the Contract Documents and applicable specifications.

2. F.O.B. Point / Delivery Requirements.

2.1 F.O.B. The F.O.B. point shall be destination the "Repair Sites", City of West Palm Beach, West Palm Beach, FL 33401. The prices quoted for each purchase shall include all costs of packaging, transporting, delivery and unloading at the City's Repair Site. The City reserves the option to deliver to and pickup from the Contractor, pumps, parts and repaired pumps or related items.

2.2 Delivery Time. Delivery time for Equipment or the time for completion of Repairs is of the essence to this Contract. Delivery times for Equipment shall be as follows: (a) Equipment that is in stock locally shall be delivered within one (1) day of order placement; (b) Equipment that is not in stock locally, but, within the U.S. shall be delivered within 10 days of order placement; and (c) Equipment that is not in stock within the U.S. is to be delivered within seven (7) weeks of order placement.

2.3 Schedule for Repairs. The Contractor shall commence repairs on equipment within ten (10) hours from pickup by the Contractor or delivery to the Contractor's facility by the City. This time frame applies to all equipment other than those specified as emergency repairs, which shall commence immediately upon receipt.

- Routine repairs, as designated by the City, to electric motors shall be completed within five (5) working days from pickup by the Contractor or delivery to the Contractor's facility by the City. All other repairs shall be completed within forty eight (48) hours.
- Emergency repairs, as designated by the City to: (1) electric motors less than 100 HP shall be completed within twenty-four (24) hours from pickup by the Contractor or delivery to the Contractor's facility by the City, and (2) electric motors greater than 100 HP shall be completed within forty-eight (48) hours from pickup by the Contractor or arrival to the specified City facility.
- This agreement is subject to immediate termination if repairs are not completed with the times specified. The Director of the Department requesting the repair may waive the termination provision specified herein, in writing, on a case-by case basis.

3. Rates.

3.1 Rates. The rates for Services, equipment and materials shall be established in accordance with the Schedule of Bid Items attached hereto as **Exhibit B** and incorporated into this Agreement by reference. Upon receipt of a Work Order, Contractor shall inspect and evaluate each piece of equipment after disassembly to determine if the unit can be economically repaired. If the total cost of repairs exceeds 50% of the replacement

cost of the equipment, the Contractor shall notify the City by phone with a written memorandum to follow as confirmation within ten (10) hours from: (1) pickup by the Contractor, (2) delivery to the Contractor's facility by the City or (3) review at the City's facility by the Contractor. All cost overruns from the original repair estimate given by the Contractor to the City shall be absorbed by the Contractor unless waived by the City. The Rates constitute full compensation for all equipment, vehicles, tools, labor, supervision, expertise, permits, licenses, fuel, insurance, taxes, fees, plant, transportation, suspensions, delays and incidentals necessary to complete the Work described in this Contract. The Fee established in each duly executed Work Order shall be the only basis for payment to Contractor by the City.

3.1.1 **Labor Time.** For on-site repairs, labor time shall commence upon site arrival, terminate upon departure, and total by ¼ hour increments. Labor Cost shall be computed by multiplying the applicable hourly rate by labor time. Contractor shall be responsible for all travel to and from job site. For repairs at Contractor's facility labor time shall commence upon starting actual repairs, terminate upon completion of repairs, and be recorded in ¼ hour increments. Labor Cost shall be computed by multiplying the applicable hourly rate by labor time. **Standard labor rate** shall be for work requested and completed during the hours 8:00 A.M. to 5:00 P.M., Monday through Friday. **Premium labor rate** shall be for work requested and completed during the hours 5:01 P.M. to 7:59 A.M., Monday thru Friday, and (weekends) from 5:01 P.M. Friday to 7:59 A.M. Monday, and shall include all federal holidays.

4. **Invoices and Payment.**

4.1 **Invoices.** Invoices must identify the PO number and shall be submitted to:

West Palm Beach Finance Department

Attn: Accounts Payable

P.O. Box 3366

West Palm Beach, FL 33402-3366.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. All material costs shall be listed separately on invoice(s) and state a concise description and cost of material. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. **Contractor shall provide W-9 to City with first invoice.**

4.2 **Payment.** Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

4.3 **Withholding Payments.** The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. Damage to another Contractor.
- e. Failure of the Contractor to complete work as directed by the City Engineer.

When the above grounds are removed or the Contractor provides a Surety or Performance Bond satisfactory to the City, which will protect the City in the amount withheld, payment shall be made for amounts withheld because of them.

5. **Term.** This Agreement shall remain in effect for three (3) years from the date of execution of this Agreement by the City. The City shall execute this Agreement last. This Agreement may be extended for two (2) additional terms of one (1) year each; provided a written Amendment to this Agreement is executed by the

parties. The term extension is optional for the parties and nothing in this Agreement gives Contractor a right to any term extension.

6. Representations, Warranties and Covenants of Contractor.

6.1 Authority. Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 Duly Licensed. Contractor represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 No Contingency. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. Standard of Care. The standard of care for all Services performed or furnished by Contractor under this Agreement will be superior to the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

8. Compliance with Laws. In the conduct of the Services under this Agreement, Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. Independent Contractor. It is specifically understood that Contractor is an independent contractor. *If Contractor is an individual:* (i) Contractor is not an employee of the City; (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Contractor will not be eligible to participate in any employee benefit maintained by the City; (iv) Contractor will not be covered by the City's workers' compensation insurance; (v) Contractor will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Contractor under this Agreement. *If Contractor is a business firm:* (i) Contractor acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Contractor shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Contractor's employees who provide Services under this Agreement; (iii) Contractor shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Contractor shall be responsible to the City for all work or services performed by Contractor, its employees, agents, or subcontractors under this Agreement.

10. Right to Audit. Contractor shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Contractor's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Contractor shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Agreement by the City.

11. Compliance with Occupational Safety and Health, Damage and Clean Up.

11.1 Compliance. Contractor hereby certifies that all materials, equipment, parts, supplies and related items to be supplied under this Contract shall meet OSHA requirements. Contractor further certifies that if any such material, equipment, etc. delivered is found to deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material or equipment, etc. into compliance with OSHA requirements shall be borne by the Contractor.

11.2 Equipment must meet all State and Federal safety regulations.

11.3 Damage. The Contractor shall at all time guard against damage or loss to the property of the City and shall be responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through the negligence of the Contractor or its agents or employees.

11.4 Clean Up. The Contractor shall, as directed by the City, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish, and waste materials resulting from its operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste material in accordance with permission of such disposal granted to the Contractor by the City thereof.

12. Insurance. Contractor shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per occurrence and \$2,000,000 aggregate, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

☐ Contractor is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Contractor understands that Contractor must comply with Sec. 440.055, F.S., and other applicable regulations. Contractor is an independent contractor.

Contractor Signature

(c) **Automobile Liability:** Not less than \$1,000,000.00 Combined Single Limit, per occurrence for bodily injury and property damage; may not be subject to a self-insured retention or deductible exceeding \$10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Contractor shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Contractor's insurance policy is a claims made policy, Contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

13. Indemnity. Contractor agrees to indemnify, defend, save and hold harmless the City, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Agreement by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Rejection, Suspension and/or Termination.

14.1 Rejection. If any Equipment or repair is proven to be below the quality required by the specifications or requirements of the Work Order, the City reserves the right to reject that Equipment or Repair. Except as provided in Section 1.3.2 above, the Contractor, at the Contractor's own expense, shall (1) remove the rejected Equipment and immediately replace the rejected Equipment with satisfactory Equipment, or (2) correct the Repair or (3) credit the City with the full price of the rejected Equipment or reimburse the City for any funds paid for the cost of the Repair. If the Contractor is found to repeatedly require rework of previously repaired equipment, this Agreement may be termination by the City.

14.2 Suspension. The City may, at any time, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine, or to terminate the Contract for the City's convenience. If the City orders a suspension, the Contract price and time for performance shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

14.3 Deficiencies. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the City, after three calendar days written notice and opportunity to cure to the Contractor, may, without prejudice to any other remedy City may have, terminate this contract, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

14.4 Termination. The City shall have the right to terminate any Work Order and/or this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to

Contractor. In the event of termination, the City shall compensate the Contractor for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.4.1 Contractor shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.4.2 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. Warranty/Manuals. Contractor shall warrant that all materials and equipment included in the Services are new except where indicated otherwise in Contract Documents, and that such Services will be of good quality, free from improper workmanship and defective materials and in conformance with the specifications. Contractor shall provide a comprehensive warranty for all equipment, parts, and labor furnished hereunder against defect in materials and/or workmanship for a period of five (5) years after delivery and acceptance by the City; and Contractor shall fully warranty all repairs against defect in material and or workmanship for a period of 1 year from delivery and acceptance ("Warranty Period"). The Contractor shall conduct, jointly with the City, a warranty inspection nine (9) months after the date of City acceptance of all Services. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the City, immediately upon written notice from the City. Contractor shall deliver 1 copy of the Operation and Maintenance Manual for each new piece of equipment delivered and shall collect and deliver to the City any specific written warranties given by others.

16. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Contractor, to the address set forth above.

17. Taxes. Contractor understands that in performing the Services for the City, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Agreement. Contractor shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

19. Lobbying Certification. Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. Non Discrimination. Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. Assignment. This Agreement requires the skills and experience of Contractor and may not be assigned by Contractor. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil

disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. Ethics; Conflict of Interest.

23.1 Contractor represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Contractor represents that it does not and will not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

23.4 Contractor represents that it does not employ, directly or indirectly, any official of the City. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

23.5 Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Contractor or its business.

23.6 Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Agreement. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

23.8 In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens. The knowing employment by Contractor or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

26. Small Business Requirements. Contractor shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Contractor shall comply with the small business commitment contained in Contractor's Proposal. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor or Contractor shall keep and maintain all public records. If Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. If Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. If Contractor does not transfer the records to the public agency upon completion of the Agreement, Contractor shall ensure that exempt and confidential records are not disclosed. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org.

28. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

29. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

30. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

31. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

32. Inspector General. Contractor 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 may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

33. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Contractor.

34. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

35. Contract Documents. The Contractor agrees to complete all Services in accordance with the following documents, which are incorporated herein and made a part hereof.

Exhibit A	Form of Work Order
Exhibit B	Schedule of Bid Items
Exhibit C	ITB 17-18-118 (Incorporated by Reference)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

CONTRACTOR
STEWART'S ELECTRONIC MOTOR WORKS, INC.

By: Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

CITY OF WEST PALM BEACH

By: Geraldine Muoio
Geraldine Muoio, Mayor

Attest: Helen F. Carson
City Clerk

Date: 4/4, 2018

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: [Signature]



CITY OF WEST PALM BEACH
Master Services Work Order
Work Order No. _____

Contract No. 21128.____

Services Type: _____

Contractor: Stewart's Electronic Motor Works, Inc.

1. **Services/ Task / Project:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.
2. **Schedule:** The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit** _____.
3. **Compensation:** The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ (\$ _____) . A detailed schedule of values is attached as **Exhibit** ____.
4. **Small Business:** The small business commitment for this Work Order is _____%.
5. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.
6. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within the master contract/agreement titled Electric Motor and Pump Repair, dated _____ by and between the City of West Palm Beach and the Contractor named above.

CONTRACTOR:
**STEWART'S ELECTRONIC MOTOR WORKS,
INC.**

CITY OF WEST PALM BEACH

By: _____

Print Name: _____

Geraldine Muoio, Mayor

Date: _____, 20____

ATTEST: _____
City Clerk

CITY ATTORNEY'S OFFICE
Approval as to form and legality
By: _____



City of West Palm Beach
SCHEDULE OF BID VALUES

(B3)

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
Labor Rates - Shop			
1	Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	\$25.00
2	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	\$25.50
Labor Rates - Field			
3	Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	\$105.00
4	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	\$105.50
Inspection/Diagnosis Charges - Shop			
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	\$0.00
Parts & Materials			
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices.	Actual Cost Plus % Markup	1x5%

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS **MANDATORY** THAT ALL BIDDERS PROVIDE **BOTH** A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.



Addendum 1
ITB 17-18-118
January 19, 2018

Electric Motor and Pump Repair

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid (ITB) and agrees to be bound by the terms thereof.

This addendum shall modify, clarify, change or add information and become part of the above referenced ITB.

This Addendum shall provide the following information:

- ITB Revisions

The following documents are included with this addendum:

- Addendum 1 ITB 17-18-118
- Revised Contractor's Experience and Knowledge – Form (A1)

Revisions

Revision 1: Item #19 – “Be available to respond to the City’s facilities for emergencies with four (4) hours of notification” has been removed from Form (A1) – Contractor’s Experience and Knowledge. A revised Form (A1) has been included in this addendum.

Revision 2: Section 1 – Scope of Work 2nd Paragraph: Please delete “Contractor shall hold a Proven Efficiency Verification (PEV) certification.”

Revision 3: Please add the following language to Section 1 – Scope of Work, Special Conditions:

5. Direct Orders. Work related to the repair of electric motors and pumps and other emergency-type work or work which, in the City's determination, requires immediate Services, may be ordered by City under the Contract, as needed, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of the Contract. Upon completion of each work task, the Contractor will submit an individual invoice of said task indicating the date work was performed, the description of the work, the person performing the work, the hourly rates charged, equipment provided, rate charged for equipment, materials or supplies, in accordance with the Contract.

All of the other information remains the same.

Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the ITB documents and therefore must be executed. Failure to return this addendum with your bid submittal may be cause for disqualification.

Issued By: City of West Palm Beach
Procurement Division
January 19, 2018

Signed By: Nathaniel P. Rubel
Nathaniel P. Rubel
Procurement Supervisor

PROPOSER: Stewart's Electric Motor Works, Inc.

Signed By: Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

Date: January 24, 2018

In Process

End of Addendum 1



City of West Palm Beach

(A1)

ITB 17-18-118

Contractor's Experience and Knowledge

Contractor Name: Stewrat's Electric Motor Works, Inc.

Contractors Experience and Knowledge:

Bidders shall circle their response to the questions below and submit with their bid. Bidders shall attach documentation requested and are encouraged to attach additional information if applicable. If answering "No" to any of the questions below, please provide justification for consideration.

1. Documented Quality control procedures Yes or No (Circle Your Answer)
2. Must have an active annual calibration program for all equipment, meters, hand held tools and any other testing devices used in repairs. This program will be administered by a third party and all calibrations to be traceable to NIST standards. Yes or No
3. Have a minimum six (6) foot VPI System capable of holding a vacuum of one (1) Torre for a minimum of five (5) hours and the capability of pressurizing the vessel to 95 pounds per square inch (psi) for a period of eight (8) hours minimum. VPI system to use epoxy resin Class "F" or higher Insulation (Polyester varnish not acceptable) only for medium and low voltage repairs. Yes or No
4. Have a minimum 5 foot "Dip Tank" with epoxy resin Class "F" OR HIGHER Insulation (Polyester varnish not acceptable). Yes or No
5. Have Dynamic Balancing Machine for balancing rotors, fans, impellers, etc. Balancing machine must be capable of generating a balance report that shows unbalance before and balance after correction, in both planes. Generated report to indicate corrective weight with (in-pounds) units. Yes or No
6. Have calibrated vibration equipment for in shop and Field Service vibration analysis. Yes or No
7. Have balancing equipment and field service technician for use in Field Service. Yes or No
8. Have a trained certified employee with a minimum vibration certification level 1 (copy of certification must be attached). Yes or No
9. Have an in house motor test bed used to bolted down motors for testing, must be able to provide test bed mass. Yes or No
10. Have the capabilities of running all motors at full rated voltage for extended period of time. Yes or No
11. Have voltage capability 0 to 7200 Volts. Yes or No
12. Have Core Loss Tester with computer generated reports. Yes or No
13. Have Motor Surge Tester and High Pot with computer generated reports. Yes or No
14. Have temperature controlled water paralysis burn out oven with chart recorded to record temperature. Yes or No
15. Have crane (lifting) capacity to lift any of our equipment. Yes or No

- 16. Have Laser Alignment equipment and technician for Field Service. ☒ Yes or No
- 17. Have full in house machine shop. ☒ Yes or No
- 18. Be available 24/7/365 for emergencies and field service. ☒ Yes or No
- 19. Must be authorized by Underwriters Laboratories (UL) to repair "explosion proof motors" maintaining their UL Certification. ☒ Yes or No

In Process



City of West Palm Beach

(B1)

BID PACKAGE COVER SHEET

ITB 17-18-118 Project Title: Continuing Contract for Electric Motor and Pump Repair

Bidder Company Name: **STEWART'S ELECTRIC MOTOR WORKS, INC.**

Enclose the following documents:

- X 1. Contractor Experience and Knowledge. (A1)
- X 2. Bid Package Cover Sheet. (B1)
- X 3. Bid (B2) **Must be signed**
- X 4. Schedule of Bid Items (B3) **Must be signed**
- N/A 5. Substitution Sheet (B4). If none, mark "None".
- X 6. Schedule of Subcontractors (B5). If none, mark "None".
- N/A 7. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- X 8. Reference List (B7)
- X 9. Affidavit of Prime Bidder re Noncollusion (B8). Be sure to sign and notarize the signature.
- X 10. Drug Free Certification (B9)
- N/A 11. Trench Safety Compliance Form (B10)
- X 12. Small Business - Listing of all Small Business Bids (B11)
- X 13. Statement of Small Business Participation (B12) Attach small business certifications.
- X 14. Small Business - Letter of Intent (B13)
- X 15. Small Business - Good Faith Effort (B14) (only if required)
- X 16. Contractor's Material Suppliers (B15)
- N/A 17. Contractor's Existing and Proposed Workload (B16)
- N/A 18. Bid bond or deposit (if required)
- X 19. Equal Benefits Certification (B17)
- X 20. Copies of licenses, certifications and registrations
- N/A 21. Sample of Daily Report

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING COLOR PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit one (1) original, one (1) electronic version and three (3) photocopies of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms (A1 – B17).
Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.



City of West Palm Beach

(B2)

BID

ITB 17-18-118

Proposal of: Stewart's Electric Motor Works, Inc.
(Bidder Company Name)

Bid Amount: \$ N/A

See Bid Items 1 – 6 on Schedule of Bid Items B3

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.
2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$ N/A.
6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
7. Bidder understands that the contract time starts on the date of Notice to Proceed.
8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.
10. Substantial completion shall be within TBD calendar days. Final completion shall be in TBD calendar days. – To be determined per Work Order
11. Liquidated damages for delay are agreed to be \$ 0.00 per calendar day.
12. Small Business participation for this project is 0%.

ITB 17-18-118

17

13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name Address

NONE

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

NONE

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). 1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: Stewart's Electric Motor Works, Inc.

Business Address: (Street, City, State, Zip Code) 8951 Trussway Blvd. Orlando, Florida 32824

State of Incorporated: Florida Telephone: 407-859-1837 Fax: 407-859-2584

BIDDER:


Signature of Official authorized to bind Bidder.

Print Name: Paul E. Stewart

Title: Vice President

Date: January 11, 2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.



City of West Palm Beach

(B3)

SCHEDULE OF BID ITEMS

ITB 17-18-118

PROJECT TITLE: Continuing Contract for Electric Motor and Pump Repair

PLEASE SEE EXCEL WORKSHEET ATTACHED.

In Process



City of West Palm Beach
SCHEDULE OF BID VALUES

(B3)

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
Labor Rates - Shop			
1	Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	\$25.00
2	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	\$25.50
Labor Rates - Field			
3	Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	\$105.00
4	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	\$105.50
Inspection/Diagnosis Charges - Shop			
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	\$0.00
Parts & Materials			
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices.	Actual Cost Plus % Markup	1x5%

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.



WEST PALM BEACH

City of West Palm Beach

ITB 17-18-118

(B5)

SCHEDULE OF SUBCONTRACTORS

Failure to fully complete form may result in bid rejection.

The following is a complete list of all subcontractors utilized for this project:

		Dollar amount of subcontract work \$
1.	<u>Murry Logan Construction</u> (company name) <u>313 65th Trail North</u> (address) <u>West Palm Beach Fl. 33413</u> (zip code)	<u>Some on site work if needed</u> (type of work) <u>561-686-3948</u> (tel. #) <u>59-1208353</u> (federal I.D. #)
		<u>Unknow at this time</u>
2.	<u>Sims Crane Service</u> (company name) <u>596 Thorpe Road (Many locations in Fl.)</u> (address) <u>Orlando, Fl. 32824</u> (zip code)	<u>Crane duties</u> (type of work) <u>407-851-2930</u> (tel. #) <u>59-2635880</u> (federal I.D. #)
		<u>Unknow at this time</u>
3.	<u>Miami Transfer Co & Fl. Rigging</u> (company name) <u>9966 Sidney Hayes Rd (Many locations in Fl.)</u> (address) <u>Orlando, Fl. 32824</u> (zip code)	<u>On site work if needed</u> (type of work) <u>305-835-8300</u> (tel. #) <u>59-1058759</u> (federal I.D. #)
		<u>Unknow at this time</u>
4.	<u>Intergrated Vibration Services</u> (company name) <u>2935 West Socrum Loop Rd</u> (address) <u>Lakeland, Fl.33810</u> (zip code)	<u>Backup Vibration and alignment</u> (type of work) <u>813-781-9038</u> (tel. #) <u>45-0472854</u> (federal I.D. #)
		<u>Unknow at this time</u>
5.	<u>N/A</u> (company name) (address) (zip code)	(type of work) (tel. #) (federal I.D. #)
		\$ <u>N/A</u>



City of West Palm Beach

(B7)

ITB 17-18-118

LIST OF REFERENCES

1. Owner's Name & Address: City of Cocoa
Dyal Water Treatment Plant 351 Shearer Blvd. Cocoa, Florida 32922

Project: Motor and Pump repair at Dyal Plant

Contact Person Mr. David Fisher, Superintendent

Telephone: () 321-635-7773 Fax: () _____ E-Mail: dfisher@cocoafl.org

2. Owner's Name & Address: City of West Palm Beach
Public Utilities Department WTR Water Treatment 1009 Banyan Blvd. Wet Palm Beach, Fl. 33401

Project: Motor and Pump repairs

Contact Person Mr. Richard K. Smith Maintenance Supervisor

Telephone: () 561-822-2200 ext.2268 Fax: () 561-822-2286 E-Mail: rksmith@wpb.org

3. Owner's Name & Address: City of Daytona Beach
The City of Daytona Beach Water Treatment Plant 3651 LPGA Blvd. Datona Beach, Fl. 32124

Project: Motor and Pump repair

Contact Person Mr. Mike Burns Maintenance Supervisor III

Telephone: () 386-671-8841 Fax: () _____ E-Mail: burnsmike@codb.us

4. Owner's Name & Address: Orlando Utilities Commission (OUC)
Water Production Division 6113 Pershing Avenue, Orlando Florida 32827

Project: Pump repairs

Contact Person Mr. Eric Jones Supervisor - Water Production

Telephone: () 407-690-5611 Fax: () _____ E-Mail: Ejones@ouc.com



(B8)

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of Florida }
 County of Orange }

Paul E. Stewart, being first duly sworn, disposes and says that:
 (Name)

1. I am the Vice President of Stewart's Electric Motor Works, Inc the
 (Title) (Name of Company)
 Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: None (if none, write "None").
6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries:
None (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) Paul E. Stewart

(Print Name) Paul E. Stewart

(Title) Vice President

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this January, 18, 2018 (Date)

by: Paul E. Stewart

XX who is personally known to me or

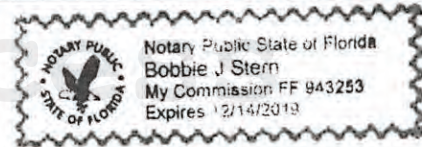
_____ who has produced _____ as identification

and who did / (did not) take an oath.

How to

Notary Public (print & sign name)

Commission No. _____





City of West Palm Beach

(B9)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Stewart's Electric Motor Works, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Authorized Signature

Paul E. Stewart
Print Name

January 11, 2018
Date


Procurement Division/Small Business Program

 401 Clematis Street, 3rd Floor
 West Palm Beach, Florida 33401-4702

Tel: 561-822-2100

Fax: 561-822-1564

 Website: <http://wcb.org/Departments/Procurement/Small-Business/Certification>
(B11)
Form SB02

Subcontractors Listing

 Bidder/Proposer's Name: Stewart's Electric Motor Works, Inc Telephone No. 800-729-0271 /407-859-1837

 ITB or RFP Title: Continuing Contract for Electric Motor and Pump Repair ITB or RFP No.: 17-18-118

NOTE: List all subcontractors you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. <u>Murray Logan Construction, Inc.</u>	<u>Some difficult on site work only</u>	<u>Edward O'Leary</u>	<u>561-686-3948</u>
2. <u>Sim's Crane Service</u>	<u>Crane duties if needed</u>	<u>Mr. Schepman</u>	<u>407-851-2930</u>
3. <u>Intergrated Vibration Services</u>	<u>Back up to vibration and alignment service</u>	<u>Craig Lightsey</u>	<u>813-781-9038</u>
4. <u>Miami Transfer Co. Inc & Fl. Rigging</u>	<u>Altenate to Murry Logan</u>	<u>Bill Bruce</u>	<u>305-835-8300</u>
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

 Print Preparer's Name: Paul E. Stewart Title: Vice President

 Signature:  Date: January 17, 2018

ITB 17-18-118

26

**Procurement Division/Small Business Program**

401 Clematis Street, 3rd Floor
 West Palm Beach, Florida 33401-4702
 Tel: 561-822-2100
 Fax: 561-822-1564

Website: <http://wob.org/Departments/Procurement/Small-Business/Certification>

(B12)
Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

SECTION I. General Information

Bidder or Proposer's Name: Stewart's Electric Motor Works, Inc.

Preparer's Name: Paul E. Stewart Title: Vice President

ITB or RFP Title: Continuing Contract for Electric Motor and Pump Repair Project Number: N/A

ITB or RFP Number: 17-18-118 SB Goal (if established): 0%

Total Base Project/Contract Amount: \$ Not applicable

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

	Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1.	<u>N/A</u>		<u>\$</u>	<u>%</u>	<u>%</u>
2.	<u>N/A</u>		<u>\$</u>	<u>%</u>	<u>%</u>
3.	<u>N/A</u>		<u>\$</u>	<u>%</u>	<u>%</u>
4.	<u>N/A</u>		<u>\$</u>	<u>%</u>	<u>%</u>
5.	<u>N/A</u>		<u>\$</u>	<u>%</u>	<u>%</u>
6.	<u>N/A</u>		<u>\$</u>	<u>%</u>	<u>%</u>
TOTAL			\$	%	%

Preparer's Signature: Paul E. Stewart Date: January 11, 2018

401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 822-1564

(B13)
Form SB03

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

ITB or RFP Number: 17-18-118

Item No.	Item Description or Work to be Performed	Contract Amount
		\$ TBD
		\$ TBD
		\$ TBD
		\$ TBD

Signature: _____ Date: _____



City of West Palm Beach
ITB 17-18-118

(B15)

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required. Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax
<u>Bartlett Bearings</u>	<u>Bearing, sealsm gasket, etc</u>	<u>Unknown</u>	<u>Unknown</u>
<u>EIS</u>	<u>Winding materials</u>	<u>Unknown</u>	<u>Unknown</u>
<u>Essex Brownell</u>	<u>Winding materials</u>	<u>Unknown</u>	<u>Unknown</u>
<u>Alrose Metal</u>	<u>Steel</u>	<u>Unknown</u>	<u>Unknown</u>
<u>Seal Distributor</u>	<u>Pump seals, gaskets</u>	<u>Unknown</u>	<u>Unknown</u>
<u>Augamin LLC</u>	<u>All types of parts electrical and mechanical,</u>	<u>Unknown</u>	<u>Unknown</u>



City of West Palm Beach

(B17)

Equal Benefits Certification

This form must be completed and submitted with your firm's submittal /proposal /bid.

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☒ 1. The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ 2. The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

- ☐ The firm's price for the contract term awarded is \$50,000 or less.
- ☐ The firm employs less than five (5) employees.
- ☐ The firm does not provide benefits to employees' spouses nor employees' dependents.
- ☐ The firm is a government entity.
- ☐ The contract is for the sale or lease of property.
- ☐ Compliance would violate grant requirements or regulations of federal / state law.
- ☐ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ 3. The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, Paul E. Stewart, Vice President
(Print Name of Authorized Officer) (Title)

of Stewart's Electric Motor Works, Inc.
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: Paul E. Stewart

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this _____ day of _____, 20____, by

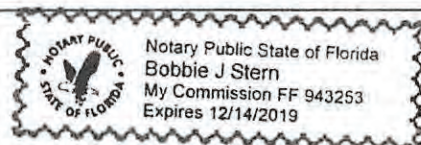
Paul E. Stewart, as an act of Stewart's Electric Motor Works, Inc. (firm), who is

personally known to me or produced the following identification: _____

Notary Signature: Bobbie J. Stern

Print Notary Name: Bobbie J. Stern

Commission No. _____



04853 10/19/13



Certificate of Registration

Issued Pursuant to Chapter 212, Florida Statutes

DR-11
R. 10/13

58-8012168732-1	06/11/82
Certificate Number	Registration Effective Date

This certifies that

STEWART'S ELECTRIC MOTOR WORKS INC
8951 TRUSSWAY BLVD
ORLANDO FL 32824-7812

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3100	SVC-MOTOR REPAIR	2017	EXPIRES	9/30/2018	3100-0022945	EMPLOYEE
					\$30.00	1

TOTAL TAX \$70.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$120.00
TOTAL DUE \$0.00

8951 TRUSSWAY BV
U - ORLANDO, 32824

PAID: \$120.00 0099-00794538 8/10/2017



STEWARTS ELECTRIC MT WKS INC
8951 TRUSSWAY BLVD
ORLANDO FL 32824-7812

This receipt is official when validated by the Tax Collector.



CERTIFICATE OF PROVEN EFFICIENCY VERIFICATION

Stewart's Electric Motor Works, Inc.

Orlando, Florida

Certification Code: 1207-AO-17

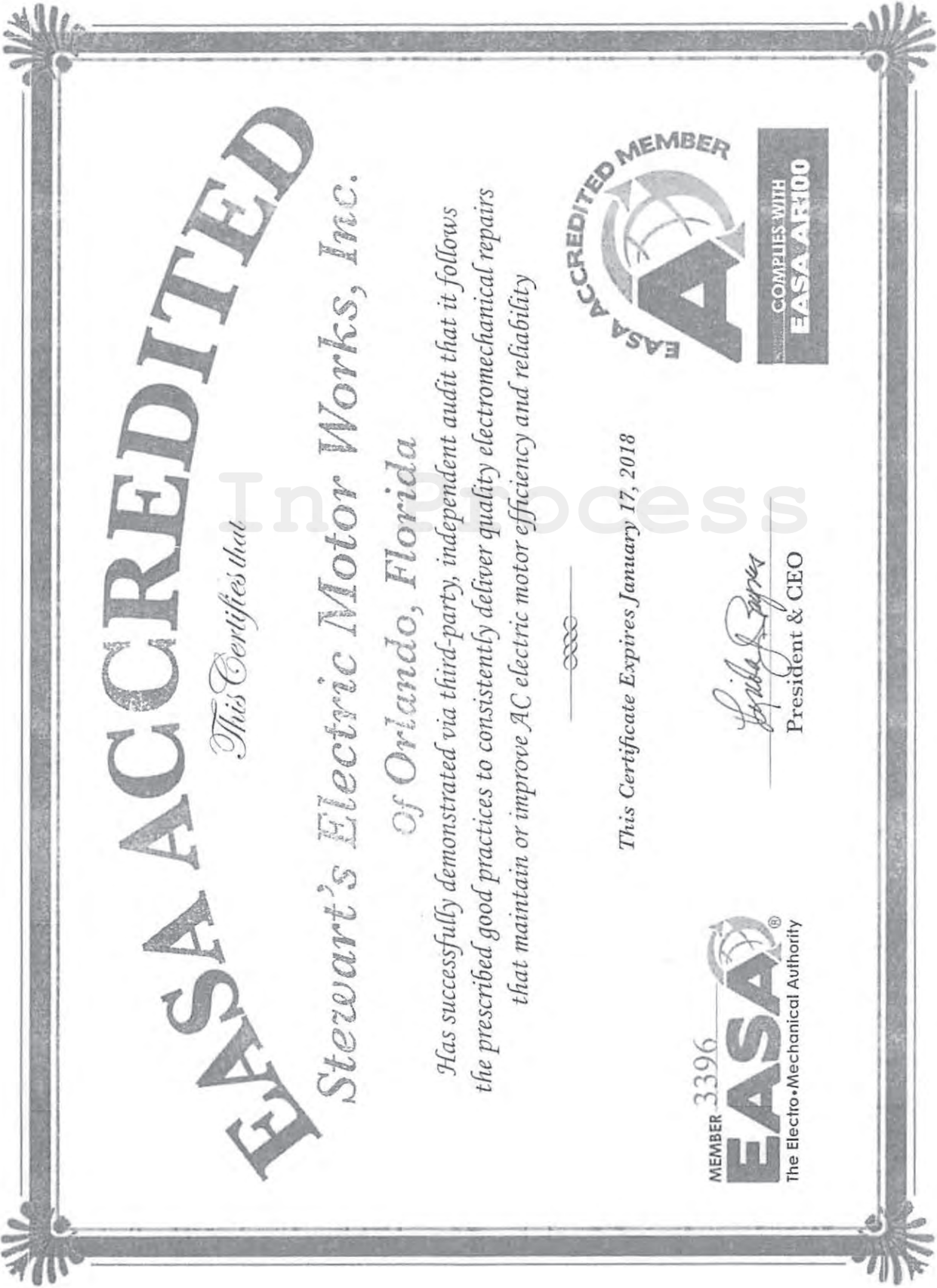
This Facility has demonstrated, through inspection and testing, that it has met Advanced Energy's Proven Efficiency Verification criteria. These criteria were established to distinguish motor repair facilities that have demonstrated the capability to perform repair work of the highest quality.

July 31, 2017

Effective through

Robert K. Koger

President and Executive Director, Advanced Energy



Technical Associates



Board of Certification

Certifies That

Bret McCormick

has successfully completed the requirements for

VIBRATION ANALYST: ISO CATEGORY II

TABofC Certification Program for Vibration Analysts complies with the International Organization for Standardization, ISO 18436-2 Standard, Condition Monitoring and Diagnostics of Machines.

May 26, 2017

Date of Examination

Technical Associates Board of Certification
1230 West Morehead Street, Suite 400
Charlotte, NC 28208
Tel: (704) 333-9011 Fax: (704) 333-1728

17/05/26 7800-926 -06

Certificate Number

May 26, 202

Expiration Date

James E. Berry

James E. Berry, P.E., Certification Manager

Alignment Supplies, Inc.

presents

Certificate of Completion

to

Sam Sanchez

For

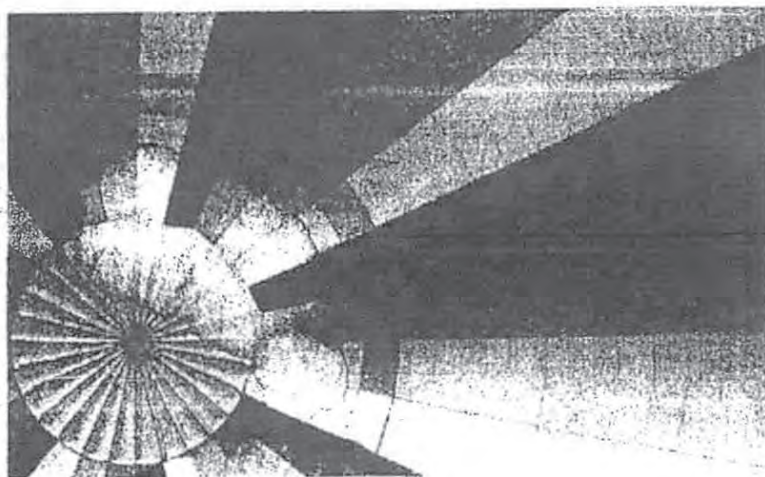
Easy-Laser

Level 1

Shaft Alignment Training Course

Greg Knitz, President

August 26, 2008





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2017

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance by Ken Brown, Inc.
707 Pennsylvania Ave Ste 1300
Altamonte Springs FL 32701

CONTACT NAME:
PHONE (A/C No. Ext): 321-397-3870 **FAX (A/C No.):** 321-397-3888
E-MAIL ADDRESS: certificates@insbykenbrown.com

INSURED **STEW-4**
Stewart's Electric Motor Works
Inc.
8951 Trussway Blvd
Orlando FL 32824

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Ins Company	19488
INSURER B : Amerisure Partners Ins Co	11050
INSURER C : Amerisure Mutual Ins. Co	23396
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 805869696

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 SUBR INSD 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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CPP20711840701	6/30/2017	6/30/2018	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 - COM/PROP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CA20710550705	6/30/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		CU20711780702	6/30/2017	6/30/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC207117607	6/30/2017	6/30/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of West Palm Beach is an additional insured on General Liability and Automobile Liability as required by written contract Umbrella follows form.

CERTIFICATE HOLDER

City of West Palm Beach
P.O. Box 3386
West Palm Beach FL 33402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ _____

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph A.2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
 - e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
 - f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
 - g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".
- This provision does not apply:
- (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

Includes copyrighted material of Insurance Services Office, Inc.

- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under SECTION IV – BUSINESS AUTO CONDITIONS, paragraph 5.b. Other Insurance is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:**

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by a lessor; and
 - (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph 4. Coverage Extensions is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**SCHEDULE****Description of Covered "Auto":****Limit of Insurance****\$500****Deductible****\$250****A. Coverage**

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. When This Provision Becomes Void

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP20711640701	Agency Number	Policy Effective Date 06/30/2017
Policy Expiration Date 06/30/2018	Date 06/09/2017	Account Number
Named Insured Stewart's Electric Motor Works	Agency Insurance By Ken Brown Inc.	Issuing Company Amerisure Insurance Company

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
 - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
- (1) The preparing, approving, or failing to prepare or approve:
 - (a) Maps;
 - (b) Drawings;
 - (c) Opinions;
 - (d) Reports;
 - (e) Surveys;
 - (f) Change orders;
 - (g) Design specifications; and
 - (2) Supervisory, inspection, or engineering services.
- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance is deleted and replaced with the following:**
4. **Other Insurance.**
- Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
- a. Primary;
 - b. Excess;
 - c. Contingent; or
 - d. On any other basis;
- but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

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- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

In Process



AWARD MEMORANDUM

Date: February 26, 2018
To: Sandra Feliciano
Water Treatment Plant Operations Coordinator
From: Frank Hayden
Procurement Official
Subject: ITB 17-18-118 Award Recommendation
Electric Motor and Pump Repair

The following vendors responded to the above mentioned ITB:

- Condo Electric Motor Repair Corp.
- Stewart's Electric Motor Works, Inc.
- TAW Miami Service Center, Inc.

Please review the submitted quote(s) and advise us of your award recommendation.

I recommend award to: Stewart's Electric Motor Works, Inc., TAW Miami Service Center, Inc., and Condo Electric Motor Repair, Corp.

Reason:

I recommend to award contract to all three companies: Stewart's Electric Motor Works, Inc., TAW Miami Service Center, Inc., and Condo Electric Motor Repair, Corp. Awarding to all three companies will allow the City to have alternate contractors in case it is needed.

Reviewer Signature/Date

I agree/disagree with the award recommendation:

Procurement Official Signature/Date



WEST PALM BEACH

Purchasing Department

VIA EMAIL:

condoel@bellsouth.net

March 19, 2018

Hector A. Gomez
President
Condo Electric Motor Repair
3615 E. 10th Court
Hialeah, FL 33013

RE: Notice of Intent to Award
ITB 17-18-118 Electric Motor and Pump Repair

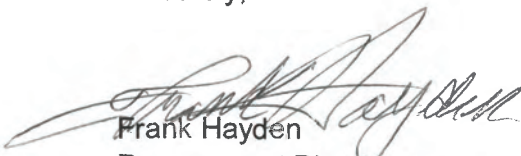
Mr. Gomez,

Please accept this notice of intent to award for ITB 17-18-118. Your company has been determined to be a best value to the City.

The City's Public Utilities Department will contact your company for any required information so the contract documents can be compiled and duly executed.

Thank you for your cooperation. We look forward to a prosperous working relationship with your organization. If you have any questions, please call me at (561) 822-2100.

Sincerely,



Frank Hayden
Procurement Director

cc: Sandra Feliciano, Water Treatment Plant Operations Coordinator
17-18-118 ITB File



WEST PALM BEACH

Purchasing Department

VIA EMAIL:
info@semw.net

March 19, 2018

Paul E. Stewart
Vice President
Stewart's Electric Motor Works, Inc.
8951 Trussway Blvd.
Orlando, FL 32824

RE: Notice of Intent to Award
ITB 17-18-118 Electric Motor and Pump Repair

Mr. Stewart,

Please accept this notice of intent to award for ITB 17-18-118. Your company has been determined to be a best value to the City.

The City's Public Utilities Department will contact your company for any required information so the contract documents can be compiled and duly executed.

Thank you for your cooperation. We look forward to a prosperous working relationship with your organization. If you have any questions, please call me at (561) 822-2100.

Sincerely,

Frank Hayden
Procurement Director

cc: Sandra Feliciano, Water Treatment Plant Operations Coordinator
17-18-118 ITB File



WEST PALM BEACH

Purchasing Department

VIA EMAIL:

tawinfo@tawinc.com

March 19, 2018

Michael M. MacInnes
Treasurer
TAW Miami Service Center, Inc.
9930 NW 89th Avenue
Miami, FL 33178

RE: Notice of Intent to Award
ITB 17-18-118 Electric Motor and Pump Repair

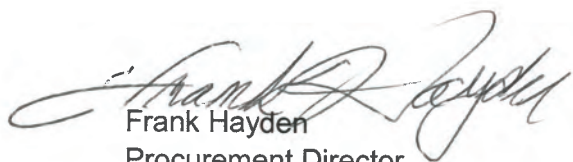
Mr. MacInnes,

Please accept this notice of intent to award for ITB 17-18-118. Your company has been determined to be a best value to the City.

The City's Public Utilities Department will contact your company for any required information so the contract documents can be compiled and duly executed.

Thank you for your cooperation. We look forward to a prosperous working relationship with your organization. If you have any questions, please call me at (561) 822-2100.

Sincerely,



Frank Hayden
Procurement Director

cc: Sandra Feliciano, Water Treatment Plant Operations Coordinator
17-18-118 ITB File



City of West Palm Beach

BID TABULATION

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

BID ITEM NO.	DESCRIPTION	UNIT	Condo Electric Motor Repair, Corp.	Stewart's Electric Motor Works, Inc.	TAW Miami Service Center, Inc.
	Labor Rates - Shop				
1	Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	\$45.00	\$25.00	\$35.00
2	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	\$67.50	\$25.50	\$45.00
	Labor Rates - Field				
3	Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	\$65.00	\$105.00	\$40.00
4	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	\$97.50	\$105.50	\$50.00
	Inspection/Diagnosis Charges - Shop				
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	\$45.00	\$0.00	\$35.00
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices.	Actual Cost Plus % Markup	10%	1 x 5%	1 + 5%

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department UTILITY Item Key	Amount \$ 145,000.00 Account # 54029086 063000 84002
Subject RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH INTEGRITY MUNICIPAL SYSTEMS, LLC FOR THE REPLACEMENT OF THE LIME SLAKING SYSTEM AT WATER TREATMENT PLANT # 1	
Background : Water Treatment Plant #1 has a 1000 pound per hour lime slaker that is in need of replacement due to its age and condition along with its reliability. Lime slakers have a recommended life span of approximately 15 years and this machine has been in use about 22 years. The 1000 lb. per hour lime slaker is a critical component to the lime softening treatment process. City staff advertised and solicited bids under ITB-UT-20-01 for the replacement of a paste-type lime slaking system in accordance with the City's Purchasing Policy. City staff recommends that the City Council approve a master price agreement with Integrity Municipal Systems, LLC. The notice of intent to award and project bid overview are attached to this agenda item. City staff will purchase the equipment using budgeted funds. The Fiscal Year 2020 Utility Capital Improvement Budget includes \$145,000.00 for this purchase.	
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH INTEGRITY MUNICIPAL SYSTEMS, LLC FOR THE REPLACEMENT OF THE LIME SLAKING SYSTEM AT WATER TREATMENT PLANT # 1.	

RESOLUTION 2019 - _____
INTEGRITY MUNICIPAL SYSTEMS, LLC
REPLACEMENT OF THE LIME SLAKING SYSTEM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH INTEGRITY MUNICIPAL SYSTEMS LLC, FOR THE REPLACEMENT OF THE LIME SLAKING SYSTEM AT WATER TREATMENT PLANT # 1; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Integrity Municipal Systems, LLC has expressed a desire to provide a replacement lime slaking system to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires enter into a master price agreement with Integrity Municipal Systems, LLC for the purchase of a replacement lime slaking system to the City of Palm Coast.

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

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreement with Integrity Municipal Systems LLC., for the replacement purchase of the lime slaking system, 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 17th day December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Master Price Agreement-Integrity Municipal Systems, LLC
Approved as to form and legality

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



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-20-01 - Paste-Type Lime Slaking System

Date: 11/5/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 11/7/2019

Firm	Bid
Integrity Municipal Systems, LLC Poway, CA	\$145,000.00

The intent of the City of Palm Coast is to award ITB-UT-20-01 to Integrity Municipal Systems, LLC

For questions regarding the NOIT please contact project coordinator @palmcoastgov.com.

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

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





ITB-UT-20-01 - Paste-Type Lime Slaking System

Project Overview

Project Details	
Reference ID	ITB-UT-20-01
Project Name	Paste-Type Lime Slaking System
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164 This Invitation to Bid is issued for the purpose of soliciting proposals from qualified suppliers to replace a paste-type Lime Slaking System in Water Treatment Plant #1. The replacement system is required to be a paste-type system.



Open Date	Oct 09, 2019 8:00 AM EDT
Intent to Bid Due	Oct 31, 2019 2:00 PM EDT
Close Date	Oct 31, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
Integrity Municipal Systems, LLC		100 pts

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Integrity Municipal Systems, LLC	Oct 30, 2019 12:46 PM EDT	Khaled Roueiheb	khaled@integrityms.net	NjlwMDU=



Project Criteria

Criteria	Points	Description
Forms 1 - 4	Pass/Fail	Forms 1 - 4
References	Pass/Fail	References
Pricing Review	Pass/Fail	Pricing Review
Pricing	100 pts	Price Schedul
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms 1 - 4	References	Pricing Review	Pricing
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Integrity Municipal Systems, LLC	100 pts	Pass	Pass	Pass	100 pts (\$145,000.00)

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department	UTILITY	Amount	\$67,000.00
Item Key		Account#	54029088 063000 81019
Subject	RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC., FOR THE EVALUATION AND REHABILITATION OF WELL SW-145		
Background : SW-145 is a Public Water Supply Well (PWS) that supplies raw water to Water Treatment Plant # 3 and is need of rehabilitation due to the decrease in the specific capacity of the well. SW-145 was originally constructed in 2006 as a screen and filter – packed well into the Confined Surficial Aquifer. The original Specific Capacity (the wells ability to supply water) was 32 gallons per minute per foot of drawdown with a flow rate of 600 gallons per minute. In 2019 the Specific Capacity has fallen to 11 gallons per minute per foot of drawdown and 200 gallons per minute and is in need of rehabilitation. Connect Consulting will provide hydrogeological services and engage a well driller to rehabilitate SW-145 using hydrochloric acid and high pressure jetting in combination with air lift eductor to redevelop the well and clean the accumulated calcium off of the well screen. Under the existing continuing services contract RFQ-PW-U-15-12, staff negotiated a scope and fee not-to-exceed \$67,000.00 with Connect Consulting, Inc. City staff has determined that the cost for the services are reasonable and fair and are consistent with these types of services for a project of this size and scope. Funds for this project have been budgeted for out of FY 2020 Utility Capital Projects-Improvements-Wellfield and Wells account.			
SOURCE OF FUNDS WORKSHEET FY 2020			
Utility Capital Projects-Improvements 54029088 063000 81019			\$ 3,025,000.00
Total Expended/Encumbered to Date.....			\$ 25,215.78
Current (WO/Contract).....			\$ 67,000.00
Balance.....			\$ 2,932,784.22
Recommended Action : ADOPT RESOLUTION 2019-XX APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC., FOR THE EVALUATION AND REHABILITATION OF WELL SW-145.			

RESOLUTION 2019-_____
CONNECT CONSULTING, INC.
EVALUATION AND REHABILITATION OF WELL SW-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC., FOR THE EVALUATION AND REHABILITATION OF WELL SW-145; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Connect Consulting, Inc., has expressed a desire to perform the evaluation and rehabilitation of well SW-145 to improve the specific capacity of the well for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for Connect Consulting, Inc., to evaluate and rehabilitate well SW-145 to improve the specific capacity of the well.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with Connect Consulting, Inc., for the evaluation and rehabilitation of well SW-145, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Connect Consulting Inc., Proposal # 100.72

Approved as to form and legality

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



Central Florida Office
261 N. Lakeview Drive
Lake Helen, FL 32744
Office: 386-473-7766
Mobile: 561-866-0540
E-mail: drobertson@cciwater.com

Water Resource Consultants

November 4, 2019

Ryan Bellerive
WTP No. 3 Lead Operator
City of Palm Coast
2 Utility Drive
Palm Coast, FL 32164

RE: Proposal – Evaluation and Rehabilitation of SW-145
CCI Project No. 100.72

Figures

1. Well Location Maps
2. SW-145 Well Completion Report
3. Site and Wellhead Photographs

Tables

1. Well Construction Details
2. SW-145 Pump Details
3. SW-145 Motor Details
4. Cost Estimate

Dear Mr. Bellerive:

Connect Consulting, Inc. (CCI) is pleased to submit this proposal to the City of Palm Coast (City) to evaluate and rehabilitate Public Water Supply (PWS) Well SW-145, a Confined Surficial aquifer (CSA), screen and filter-packed well originally constructed in 2006. Towards that end, we have developed a scope of work to complete the project as requested by the City. Well SW-145 is located at the intersection of Cow Pen Grade and Peavy Grade in Palm Coast, FL 32137 as shown in **Figure 1**.

Discussion

SW-145 was originally constructed as a CSA, screened and filter-packed well in 2006 by Freeman Well Drillers, Inc. (FWD). The well completion report for SW-145 is included in **Figure 2**. The original specific capacity was 32 gallons per minute per foot of drawdown (GPM/ft.) and the original recommended yield (flow) was 600 GPM when SW-145 was first constructed. Based on data collected by the City, the specific capacity and yield have declined to an average of ~11 GPM/ft. and ~200 GPM, respectively, in 2019.

The well construction details for SW-145 are listed below in **Table 1**. Pump and motor details are displayed in **Table 2 & 3**. Photographs of the wellhead and well site are shown in **Figure 3**.

Table 1 – Well Construction Details

Well No.	District ID	Outer Casing Diameter (in.)	Inner Casing Diameter (in.)	Outer Casing Depth (ft.)	Screen Interval (ft.)	Total Depth (ft.)	Source	Capacity (GPM)
SW-145	39274	16	10	50	55-105	110	CSA	600

Notes: in. – inches ft. – feet CSA – Confined Surficial aquifer
GPM – Gallons per minute

Table 2 – SW-145 Pump Details

Pump Make	Pump Model	Serial No.	Pump Column
Grundfos	625S600-3A	F1122155	43 feet of 6-inch diameter Certa-Lok

Table 3 – SW-145 Motor Details

Motor Make	Motor HP	Model No.	S/N	Motor RPM
Franklin Electric	60	2366198125	16H19-02-080218	3450

The City requested CCI prepare a proposal to evaluate and rehabilitate SW-145 to improve the specific capacity and yield. The following scope of work was developed with input from City personnel to implement the evaluation and rehabilitation of SW-145 to address the reduced specific capacity and yield.

Scope of Work

A. Well Evaluation and Rehabilitation

Hydrogeologic Services:

1. Project management
2. Well rehabilitation program design
3. Oversight during rehabilitation
4. Data collection during testing
5. Reporting

Well Field Services:

1. Mobilize all equipment to the site to perform the scope of work.
2. Remove the pump from the well and store column pipe onsite off of the ground and covered to protect from weather. Inspect the pump in the field and transport the bowl assembly to an approved pump shop for an internal inspection.
3. Conduct a static and pumped TV survey to inspect the screen and filter pack and to verify well construction details.
4. Install a test pump capable of producing up to 600 GPM and conduct a pre-rehabilitation step-drawdown pumping test. Equip the development/test pump with an accurate flow meter, up to 200-feet of leak-free hose and/or piping, and a diffuser to minimize the potential for erosion during pumping. The test shall consist of the well being pumped for approximately one hour at each of three escalating rates. Anticipated pumping rates for the test are 200, 300, and 400 GPM.
5. Accurately measure, by manual methods, static water level before pumping begins and pumped water level and flow readings throughout the test. Measure and record sand rate using a Rossum sand tester attached to the discharge of the test pump during each step of the pumping test.
6. Remove the test pump from the well.
7. Inject up to six (6) 55-gallon drums of 20° Baume (32%) hydrochloric acid (HCL) into the well and filter pack by injecting 10-20 gallons in batches over a period of two (2) weeks.
8. Re-develop the well using high pressure (~600 psi), horizontal jetting in combination with air lift eductor development for up to 40 hours. The high-pressure horizontal jetting tool needs to be capable of 360° rotation and vertical movement throughout the total length of the screen section. The jetting tool should be kept in constant motion both rotating and moving the tool up and down in the screened section so as to not jet a hole in the filter pack. Manage all discharge water to prevent erosion.
9. Install a test pump capable of producing up to 600 GPM and continue re-developing the well by surging and over pumping at up to 600 GPM for up to 24 hours.
10. The pump development will be deemed complete when the discharge can be maintained sand free (<5 mg/L as measured on a Rossum sand tester) and Turbidity less than 1 NTU.
11. Re-run the step drawdown pumping test, as described above, to establish the new specific capacity.
12. Conduct a post-rehabilitation static and pumped TV survey.
13. Re-install the repaired (or new) pump and re-grout the base.
14. Flow test the pump.
15. Chlorinate the well.
16. Clean up and restore the site.
17. Demobilize all equipment and secure site.

B. Pump Repair/Replacement:

1. Furnish new pump or repair/refurbish existing pump based on results of the internal inspection of the existing pump. Includes up to \$7,500.00 for repairs or replacement.

Cost and Schedule

We propose to team with FWD and will complete the scope of work described above on a lump sum/fixed fee basis as shown in **Table 4**.

Table 4 – Cost Estimate

TASK	DESCRIPTION	FEE
A	Well Evaluation and Rehabilitation	\$59,500.00
B	Pump Repair Allowance	\$7,500.00
TOTAL		\$67,000.00

Time of Completion (from authorization): 120 Days

We appreciate the opportunity to assist the City with this project.

Please review this proposal and contact us with any questions.

Sincerely:

Connect Consulting, Inc.

Gary E. Eichler

Gary E. Eichler, P.G
Principal Hydrogeologist

David S. Robertson

David S. Robertson, P.G
Principal Hydrogeologist

Cc: Richard Adams
Peter Roussel
Thomas Freeman
Jim Andersen

FIGURES



SW-145

WELL COMPLETION REPORT (Please complete in black ink or type.)PERMIT # 103866 CUP/WUP # 1947-105768 DID # _____

If permit is for multiple wells indicate the number of wells drilled _____.

Indicate remaining wells to be cancelled _____.

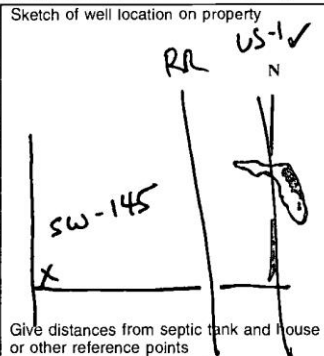
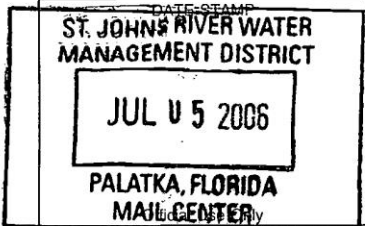
WATER WELL CONTRACTOR'S (All wells drilled need an individual completion report)

SIGNATURE George Freeman License # 2737

Certify that the information provided in this report is accurate and true.

Grout	No. of Bags	From (Ft.)	To (Ft.)
Neat Cement:	<u>53</u>	<u>0</u>	<u>50</u>
Bentonite:	<u>1</u>	<u>0</u>	<u>50</u>

WELL LOCATION: Site Address No. Palm Coast Pkwy (County) FLAGLER
NW 1/4 of SE 1/4 of Section 31 Twp: 10S Rge: 30E
 Latitude 29° 35' 15.3" N Longitude 81° 18' 33.9" W



CHEMICAL ANALYSIS WHEN REQUIRED

Iron: 0.65 ppm Sulfate: _____ ppmChloride: 32 ppm

[] Lab Test [x] Field Test Kit

Pump Type

[] Centrifugal [] Jet [] Submersible [] Turbine

Horsepower _____ Capacity _____ G.P.M. _____

Pump Depth _____ Ft. Intake Depth _____ Ft.

OWNER'S NAME Palm CoastCOMPLETION DATE 5/27/06 Florida Unique I.D. _____

WELL USE: DEP/Public [x] Irrigation _____ Domestic _____ Monitor _____

HRS Limited _____ 62-524 _____ Other _____

DRILL METHOD [x] Rotary [] Cable Tool [] Combination

[] Jet [] Auger Other _____

Measured Static Water Level 14' Measured Pumping Water Level 37'
 After 6 Hours at 800 G.P.M. Measuring Pt. (Describe): TOC
 Which is 4 Ft. [x] Above [] Below Land Surface
 Casing: [] Black Steel [] Galv. [] PVC Other STAINLESS STEEL

Casing Diameter & Depth (Ft.)	Depth (Ft.)		DRILL CUTTINGS LOG Examine cuttings every 20 ft. or at formation changes. Note cavities, depth to producing zones. Color Grain Size Type of Material
	From	To	
Diameter <u>16"</u> From <u>0</u> To <u>50</u>	<u>0</u>	<u>10</u>	<u>GRAY FINE SAND</u>
	<u>10</u>	<u>20</u>	<u>BROWN, MED SAND</u>
	<u>20</u>	<u>60</u>	<u>GRAY FINE SAND</u>
	<u>60</u>	<u>75</u>	<u>SHELL</u>
Diameter <u>10"</u> From <u>0</u> To <u>50</u>	<u>75</u>	<u>77</u>	<u>SHELL w/ some clay</u>
	<u>77</u>	<u>90</u>	<u>SHELL</u>
	<u>90</u>	<u>107</u>	<u>GRAY LMS</u>
	<u>107</u>	<u>115</u>	<u>DR. GREEN CLAY</u>
Liner [] or Casing [] Diameter _____ From _____ To _____			
<u>SCREEN -</u> <u>10" - 50 SLOTS</u> <u>50-105</u>			

Driller's Name: GEORGE FREEMAN
 (print or type)







Central Florida Office
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RE: Proposal – Evaluation and Rehabilitation of SW-145
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TOTAL		\$67,000.00

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FIGURES



SW-145

WELL COMPLETION REPORT (Please complete in black ink or type.)PERMIT # 103866 CUP/WUP # 1947-105768 DID # _____

If permit is for multiple wells indicate the number of wells drilled _____.

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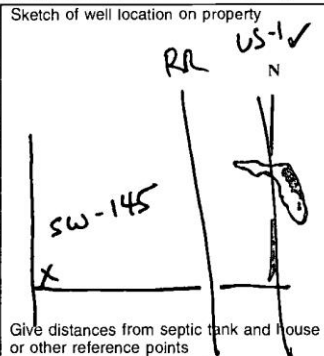
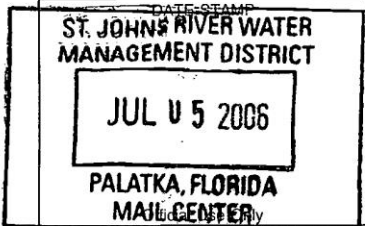
WATER WELL CONTRACTOR'S (All wells drilled need an individual completion report)

SIGNATURE George Freeman License # 2737

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Bentonite:	<u>1</u>	<u>0</u>	<u>50</u>

WELL LOCATION: Site Address No. Palm Coast Pkwy (County) FLAGLER
NW 1/4 of SE 1/4 of Section 31 Twp: 10S Rge: 30E
 Latitude 29° 35' 15.3" N Longitude 81° 18' 33.9" W



CHEMICAL ANALYSIS WHEN REQUIRED

Iron: 0.65 ppm Sulfate: _____ ppmChloride: 32 ppm

[] Lab Test [x] Field Test Kit

Pump Type

[] Centrifugal [] Jet [] Submersible [] Turbine

Horsepower _____ Capacity _____ G.P.M. _____

Pump Depth _____ Ft. Intake Depth _____ Ft.

OWNER'S NAME Palm CoastCOMPLETION DATE 5/27/06 Florida Unique I.D. _____

WELL USE: DEP/Public [x] Irrigation _____ Domestic _____ Monitor _____

HRS Limited _____ 62-524 _____ Other _____

DRILL METHOD [x] Rotary [] Cable Tool [] Combination

[] Jet [] Auger Other _____

Measured Static Water Level 14' Measured Pumping Water Level 37'
 After 6 Hours at 800 G.P.M. Measuring Pt. (Describe): TOC
 Which is 4 Ft. [x] Above [] Below Land Surface
 Casing: [] Black Steel [] Galv. [] PVC Other STAINLESS STEEL

Casing Diameter & Depth (Ft.)	Depth (Ft.)		DRILL CUTTINGS LOG Examine cuttings every 20 ft. or at formation changes. Note cavities, depth to producing zones. Color Grain Size Type of Material
	From	To	
Diameter <u>16"</u> From <u>0</u> To <u>50</u>	<u>0</u>	<u>10</u>	<u>GRAY FINE SAND</u>
	<u>10</u>	<u>20</u>	<u>BROWN, MED SAND</u>
	<u>20</u>	<u>60</u>	<u>GRAY FINE SAND</u>
	<u>60</u>	<u>75</u>	<u>SHAL.</u>
Diameter <u>10"</u> From <u>0</u> To <u>50</u>	<u>75</u>	<u>77</u>	<u>SHAL w/ some clay</u>
	<u>77</u>	<u>90</u>	<u>SHAL</u>
	<u>90</u>	<u>107</u>	<u>GRAY LMS</u>
	<u>107</u>	<u>115</u>	<u>DR. GREEN CLAY</u>
Liner [] or Casing [] Diameter _____ From _____ To _____			
<u>SCREEN -</u> <u>10" - 50 SLOTS</u> <u>50-105</u>			

Driller's Name: GEORGE FREEMAN
 (print or type)





WORK ORDER RAP – this form is to be used in place of the RAP for Requisitions involving Master Services Agreement.

Project Manager Name: _____

Admin Support (and anyone else) who may need a copy: _____

Org Code _____ Object Code _____ Project Code _____

Supplier Information:

Legal Business Name: _____

Address: _____

Contact Person: _____

Email to send WO: _____

Bid Details:

Contract Info (The following is specific to the Master Services Agreement)

Contract Project Name _____

Contract Project # _____

Work Order Info (The following is to be completed if the Work Order is for a specific project which is different than the contract name. For example, you may have a contract for Traffic Engineering Services under RFSQ-CD-19-2 and a work order project named Belle Terre & SR100 Intersection Improvements under LOI-CD-19-46)

Work Order Project Name _____

Work Order Project # _____

Method of Compensation: Select one

☐ **Fixed Fee** (Fixed fee is a set amount to complete the work. The amount will not change regardless of time or materials. The Fixed Fee can only be increased if there is a corresponding increase in the scope and both parties agree to the increase under a separate Work Order with a corresponding PO adjustment or new PO. Fixed fee is typically project specific.)

☐ **Not to Exceed /Unit Based** (Not to Exceed/Unit Based is an estimated amount of spend to perform the work. All or a portion of the Total Cost is based on a unit measure such as estimated time and/or materials. It is a cap on spend that can only be estimated because the time and/or materials in not known until the work is complete. "Not to exceed" can be increased if both parties agree under a separate work order that more time and/or materials than originally estimated are needed.) "Not to exceed" Amount \$ _____

Pricing Information: Select one

☐ The total cost is based solely on what was included in the underlying master service agreement.

☐ I have attached a quoted price specific for this project and Work Order.

Schedule: Select one

☐ As needed

☐ The work must be completed by ____/____/____
Provide end date

Description of Services: Select one

☐ The description of services (scope of work) is based solely on what was included in the underlying master service agreement.

☐ I have attached a scope of work specific for this project and Work Order.

Other:

Do you want to attach anything else to the Work Order: ☐ No ☐ Yes if Yes, Identify _____

Please provide any additional information that you think will help us to prepare the Work Order _____

City of Palm Coast, Florida

Agenda Item

Agenda Date: 12/10/2019

Department	Stormwater & Engineering	Amount	\$3,391,448.00
Item Key		Account	54029082-063000-82003/85003
Subject	RESOLUTION 2019-XX APPROVING A CONTRACT WITH T.B. LANDMARK CONSTRUCTION, INC., FOR THE FORCE MAIN AND SEWER PUMP STATION IMPROVEMENTS AS PART OF THE PINE LAKES PARKWAY AND US 1 PROJECT.		
Background : The design of a three (3) mile sanitary sewer forcemain extension, along Pine Lakes Parkway, Commerce Boulevard and north along US1, was completed in FY 2019. The project was designed by CPH, Inc., a continuing contract engineering consultant for the City. The primary purpose of the force main is to provide a direct discharge path to WWTP2 in order to accommodate existing and future pump stations along the route. Additionally, the design includes improvements to five (5) existing sewer pump stations, which will be connected to the proposed forcemain extension. This will improve the efficiency of the pump stations and reduce demand on the Pine Lakes area primary pump station, PS 20-1, located along Wellington Drive near Lago Vista Place. Three (3) of the existing pump stations along Pine Lakes Parkway; PS 22-3, 22-4 and 27-1, which currently pump sewage flow to PS 20-1, will be rerouted to the proposed forcemain extension. The other two (2) pump stations which will be upgraded and connected to the proposed forcemain are; CB-1, located on Commerce Blvd and IP-1, located on Hardgrove Grade. The project (ITB-CD-20-04) was advertised on October 16, 2019. Bids were received on November 21, 2019. Five (5) bids were received ranging from \$3,229,950.48 to \$4,469,777.90. City staff recommend awarding the contract to the low bidder T.B. Landmark Construction, of Jacksonville, FL, in the amount of \$3,229,950.48 and a 5% contingency (\$161,497.52). The notice of intent to award and a project bid overview are attached. The current project cost includes the installation of fiber conduit that is currently being evaluated to determine its priority within the fiber master plan and if the budget allows then this item will be funded from another funding source(s). This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2020-2021.			
SOURCE OF FUNDS WORKSHEET FY 2020			
WWCOLL IMP PEP Service Installs 54029082-063000-82003			\$ 4,200,000.00
Total Expended/Encumbered to Date.....		\$	4,884.30
Pending Work Orders/Contracts.....		\$	0
Current (WO/Contract).....		\$	2,000,000.00
Balance		\$	2,195,115.70
SOURCE OF FUNDS WORKSHEET FY 2020			
WWCOLL IMP Lift Stations Replacement 54029082-063000-85003			\$ 3,850,000.00
Total Expended/Encumbered to Date.....		\$	182,084.82
Pending Work Orders/Contracts.....		\$	0
Current (WO/Contract).....		\$	1,391,448.00
Balance		\$	2,276,467.18
Recommended Action :			

Adopt Resolution 2019-XX approving a contract with T.B. Landmark Construction, Inc. in the amount of \$3,391,448.00 including a 5% contingency for the construction of the forcemain and sewer PS Improvements as part of the Pine Lakes Parkway and US 1 project.

RESOLUTION 2019-____
FORCE MAIN AND SEWER PS IMPROVEMENTS-
PINE LAKES PARKWAY AND US 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH T.B. LANDMARK CONSTRUCTION, INC., IN THE AMOUNT OF \$3,391,447.50 (INCLUDING A 5% CONTINGENCY), FOR THE FORCE MAIN AND SEWER PS IMPROVEMENTS-PINE LAKES PARKWAY AND US 1 PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast desires construction of the Force Main and Sewer PS Improvements-Pine Lakes Parkway and US 1, project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with T.B. Landmark Construction, Inc., for the above referenced services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council hereby approves the terms and conditions of a contract with T.B. Landmark Construction, Inc., for the Force Main and PS Improvements-Pine Lakes Parkway and US 1, project, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 17th day of December 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A –Contract with T.B. Landmark Construction, Inc.

Approved as to form and legality

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



Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-CD-20-04 - Force Main and Sewer Improvements – Pine Lakes Parkway and U.S. 1.

Date: 11/25/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 12/3/2019

Firm	Bid
T.B. Landmark Construction, Inc. Jacksonville, FL	\$3,229,950.00
S.E. Cline Construction, Inc. Palm Coast, FL	\$3,331,398.85
DBE Management, Inc. Loxahatchee, FL	\$3,544,857.00
SanPik, Inc. Lake Mary, FL	\$3,699,440.00
MASCI General Construction, Inc. Port Orange, FL	\$4,469,777.90

The intent of the City of Palm Coast is to award ITB-CD-20-04 to T.B. Landmark Construction, Inc.

Cc: Contract Coordinator, Project Manager, Department Director, Financial Services Director

For questions regarding the NOIT please contact Procurement Coordinator JKScott@palmcoastgov.com.

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 Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



ITB-CD-20-04 - Force Main and Sewer PS Improvements - Pine Lakes Parkway and US 1

Project Overview

Project Details	
Reference ID	ITB-CD-20-04
Project Name	Force Main and Sewer PS Improvements - Pine Lakes Parkway and US 1
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	<p>The Work consists of rehabilitation of five (5) existing sewer pump stations, including replacing the pumps, piping, valves, electrical and controls and at one of the pump stations, also installing a new generator. The Work also includes new sewer force main will be constructed from the southernmost of the four pump stations, PS 22-4, extending to the north along Pine Lakes Parkway, Commerce Blvd., and US 1, ending approximately 5450-ft north of Commerce Blvd., where it will connect to an existing 12" force main. The new force main construction consists of approximately 10690-ft of open cut force main (4"-12" PVC) and approximately 6300-ft of directional drill force main (8"-14" PE).</p>
Open Date	Oct 16, 2019 8:00 AM EDT
Intent to Bid Due	Nov 20, 2019 2:00 PM EST
Close Date	Nov 21, 2019 2:00 PM EST



Awarded Suppliers	Reason	Score
T B Landmark Construction, Inc.		100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms	Nov 21, 2019 2:00 PM EST	Jesse Scott
References	Nov 21, 2019 2:00 PM EST	Jesse Scott
Price Schedule	Nov 21, 2019 2:00 PM EST	Jesse Scott
License - GC and/or Underground	Nov 21, 2019 2:00 PM EST	Jesse Scott
Addendum #1	Nov 21, 2019 2:00 PM EST	Jesse Scott
Addendum #2	Nov 21, 2019 2:00 PM EST	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.



Name	Date Signed	Has a Conflict of Interest?
Steve Flanagan	Nov 21, 2019 2:20 PM EST	No
Mary Kronenberg	Nov 21, 2019 2:30 PM EST	No
Jesse Scott	Nov 21, 2019 2:02 PM EST	No



Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	Administrative check for completeness
References	Pass/Fail	Technical review to include checking references
Price Schedule	Pass/Fail	Technical review to ensure pricing seems reasonable
Price Schedule	100 pts	Administrative review for bid tabulation - entry from submissions
License	Pass/Fail	Submitted, recent and valid
Addendum #1	Pass/Fail	Returned, signed and dated.
Addendum #2	Pass/Fail	Returned, signed and dated.
Total	100 pts	



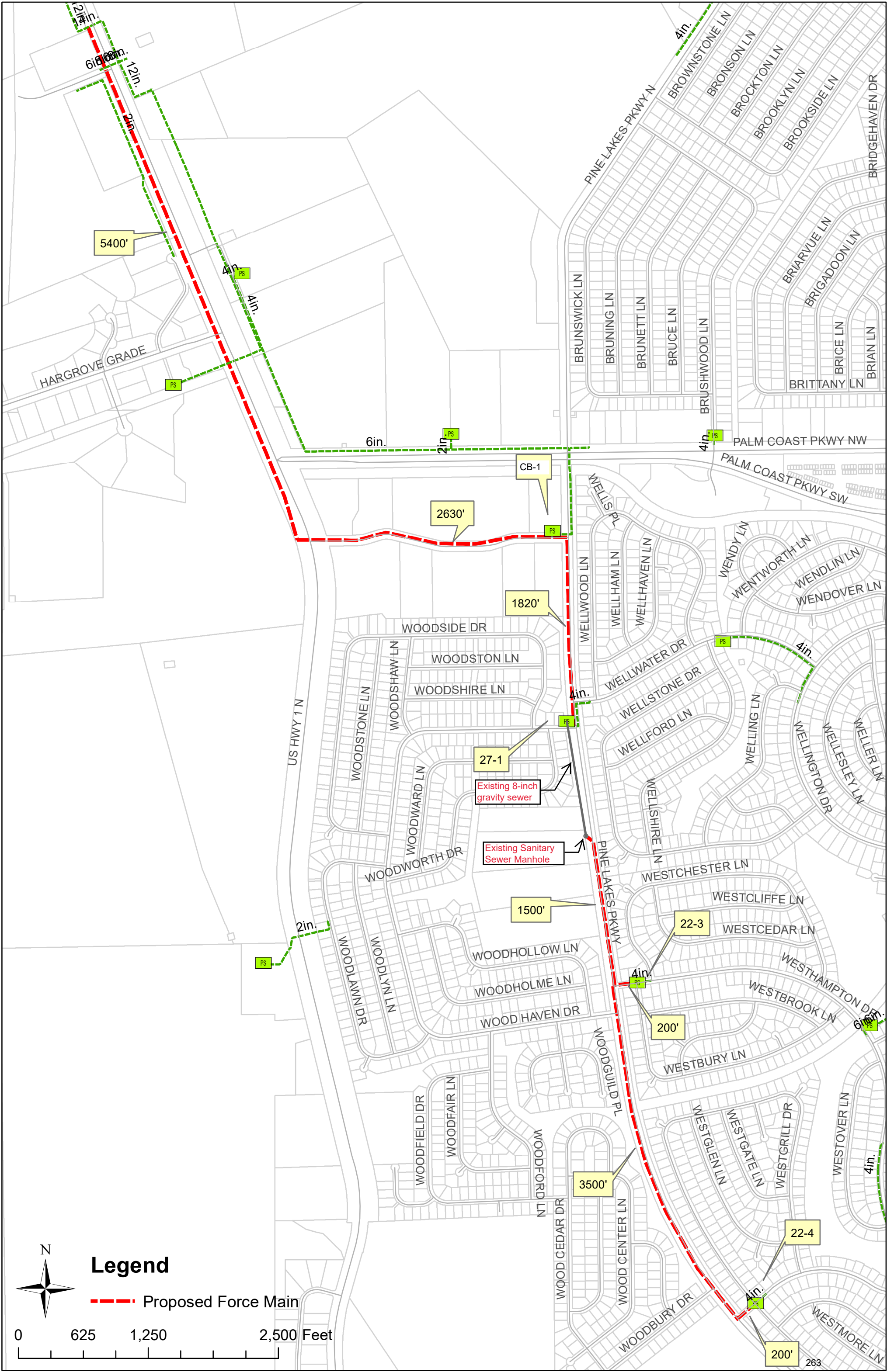
Scoring Summary

Active Submissions

	Total	Required Forms	References	Price Schedule	Price Schedule
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
T B Landmark Construction, Inc.	100 pts	Pass	Pass	Pass	100 pts (\$3,229,950.48)
S.E. Cline Construction, Inc.	96.95 pts	Pass	Pass	Pass	96.95 pts (\$3,331,398.85)
DBE MANAGEMENT INC	91.12 pts	Pass	Mixed	Mixed	91.12 pts (\$3,544,857.00)
SanPik	87.31 pts	Pass	Mixed	Pass	87.31 pts (\$3,699,440.00)
MASCI	72.26 pts	Pass	Pass	Mixed	72.26 pts (\$4,469,777.90)



	License	Addendum #1	Addendum #2
Supplier	Pass/Fail	Pass/Fail	Pass/Fail
T B Landmark Construction, Inc.	Pass	Pass	Pass
S.E. Cline Construction, Inc.	Pass	Pass	Pass
DBE MANAGEMENT INC	Pass	Pass	Pass
SanPik	Pass	Pass	Pass
MASCI	Pass	Pass	Pass



City of Palm Coast, Florida Agenda Item

Agenda Date : 12/10/2019

Department	CITY CLERK	Amount
Item Key	7454	Account
		#
Subject	CALENDAR/WORKSHEET	
Background :		
Recommended Action :		



Meeting Calendar for 12/11/2019 through 1/31/2020

12/17/2019 9:00 AM

City Council
City Hall

12/18/2019 5:30 PM

Planning & Land Development Regulation Board
City Hall

1/7/2020 6:00 PM

City Council
City Hall

1/14/2020 9:00 AM

City Council Workshop
City Hall

1/15/2020 5:30 PM

Planning & Land Development Regulation Board
City Hall

1/21/2020 9:00 AM

City Council
City Hall

1/23/2020 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

1/28/2020 9:00 AM

City Council Workshop
City Hall

			Business 12/17/2019	
1		Resolution	Miller Electric	Akins
2		Resolution	Replacement of Lime Slaking System - Water Treatment Plant I	Adams/Roussell
3		Resoluiotn	Purchase/repair motors and pumps	Adams/Roussell
4		Resolution	Evaluation and rehab SW-145	Adams/Roussell
5		Resolution	Hydrotech Discfilter Capacity Updgrades at WWTP1	Adams/Ashburn
6		Resolution	2020 Sanitary Sewer Lining	Blake/Kronenberg
7		Resolution	Pine Lakes Force Main Improvements	Blake/Kronenberg
8		Resolution	R-Section PEP Main Improvements - Phase 2	Blake/Kronenberg
9		Resolution	Strickland Sod	Cote
10		Resolution	Bunker Gear	Forte
11		Resolution	Matanzas West site plan	Hoover
13		Presentation	Flagler Schools-Innovation Project Awards	Kewley
14		Resolution	MPA mesh 4000 PSI Concrete	Mancil
15		Resolution	CDBG Action Plan Annual Report	Papa
16		Resolution	PC Park DRI Amendment 8	Papa
17		Ordinance	PC Park MPD Amendment 4	Papa
18		Proclamation	2020 Census	Schotthey/O'Brien
			Workshop 12/31/2019-CANCELLED	
			Business 01/07/2020	
1		Presentation	Pink Army results	Johnston
2		Presentation	Cell tower status updates	Kewley
3		Ordinance 2nd	PC Park MPD Amendment 4	Papa
4		Proclamation	20 year celebration	Schotthey
5		Proclamation	Mentor Month	Schotthey
			Workshop 1/14/2020	
1		Resolution	Capital Financing plan for WWTP expansion	Adams
2		Resolution	Facilities Maintenance Plan	Adams
3		Resolution	Installation of Manhole Lines	Adasm/Ashburn
3		Ordinance	Procurement Policy	Alves
4		Resolution	Council Priorities update	Bevan
5		Resolution	Recreation Impact Fees	Cote/Alves
6		Resolution	Roadway resurfacing plan	Cote
7		Resolution	Property exchange -Golf/Marina	Hoover

			Business 01/21/2020	
1		Ordinance 1st	MPD Golf	Hoover
2		Ordinance 1st	MPD Marina	Hoover
			Workshop 1/28/2020	
			Business 02/04/2020	
1		Ordinance 2nd	MPD Golf	Hoover
2		Ordinance 2nd	MPD Marina	Hoover
			Future	
1		Resolution	Fee study	Alves
2		Presentation	Finance Awards	Alves
3		Presentation	Security Assessment Review	Akins
5		Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
6		Resolution	Advent Health Design Svc. Agreement OKR Ext.	Cote
7		Resolution	IA FC Service Agreement	Forte/Berryhill
9		Resolution	IA FC Lease Program radios and service agreement	Forte/Berryhill
10		Presentation	Fire Impact Fee and Fire 10 yr plan	Forte/Clark/Cote
11		Ordinance 1st	Animal Control amendment	Grossman
13		Ordinance	LDC Architectural Chapter 13	Hoover/Dawson
14		Resolution	WAWA - ROW lease - PC Parkway	Hoover
15		Resolution	WAWA - Bulldog	Hoover
16		Resolution	Sawmill Creek Phase I - Final Plat	Hoover
18		Resolution	Palm Coast Storage -Technical Site Plan Tier 3	Hoover
19		Resolution	Agreement PC Little League	Johnston
20		Resolution	IA County for field usage	Johnston
22		Resolution	Project Incentive Agreement	Kewley
23		Presenation	Health/Safety Calendar Awards (2/4)	Mini
24		Ordinance	Old Kings Road, South MPD	Papa
26		Resolution	Advent Health Impact Fee Agreement	Papa
27		Resolution	Grand Landings Phase IV-Final Plat	Ramirez
28		Presentation	2019 Workshop Meeting - LDC Signs Chapter 9	CDD