



City of Palm Coast
Agenda
COUNCIL MEETING
AMENDED AGENDA

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

Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Victor Barbosa
Council Member Ed Danko
Council Member Nick Klufas

Tuesday, September 21, 2021

9:00 AM

COMMUNITY WING

City Staff

Denise Bevan, Interim 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

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

- (1) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
- (2) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
- (3) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
 - (a) direct all comments to the Mayor;
 - (b) make their comments concise and to the point;

- (c) not speak more than once on the same subject;
 - (d) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
 - (e) obey the orders of the Mayor or the City Council; and
 - (f) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
- (4) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL:**
 - MINUTES OF THE SEPTEMBER 7, 2021 SPECIAL BUDGET WORKSHOP**
 - MINUTES OF THE SEPTEMBER 7, 2021 SPECIAL BUSINESS MEETING**
 - MINUTES OF THE SEPTEMBER 9, 2021 SPECIAL BUDGET HEARING**
 - MINUTES OF THE SEPTEMBER 14, 2021 WORKSHOP**

F. PROCLAMATIONS

- 2. PRESENTATION - GOOD SAMARITAN RECOGNITIONS**
- 3. PRESENTATION EMPLOYEE RECOGNITION**
- 4. PROCLAMATION - RAISE THE PINK FLAG WITH THE PINK ARMY MONTH**

G. ORDINANCES FIRST READ

- 5. ORDINANCE 2021-XX AMENDING THE UNIFIED LAND DEVELOPMENT CODE CHAPTER 10.02 FLOODPLAIN MANAGEMENT**
- 6. ORDINANCE 2021-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES**
- 7. ORDINANCE 2021-XX AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR 70.2+/- ACRES OF PROPERTY FROM MIXED USE TO RESIDENTIAL WITH A SITE SPECIFIC**

POLICY TO LIMIT DEVELOPMENT TO 227 RESIDENTIAL DWELLING UNITS (SEMINOLE TRAILS)

- 8. ORDINANCE 2021-XX AMENDING THE ZONING MAP DESIGNATION FOR A 70.2+/- ACRE PARCEL FROM MASTER PLANNED DEVELOPMENT (MPD) TO SINGLE-FAMILY RESIDENTIAL-1 (SEMINOLE TRAILS)**

H. ORDINANCES SECOND READ

- 9. ORDINANCE 2021-XX SECRET GARDENS, APPLICATION NO. 4816 TO REZONE 52.4 +/- ACRES FROM THE GENERAL OFFICE (OFC-2) ZONING DISTRICT TO THE HIGH INTENSITY COMMERCIAL (COM-3), PRESERVATION (PRS) AND PUBLIC/SEMI-PUBLIC (PSP) ZONING DISTRICTS**
- 10. ORDINANCE 2021-XX SEMINOLE POINTE, APPLICATION NO. 4820 TO REZONE 71.74 +/- ACRES FROM THE MASTER PLANNED DEVELOPMENT (MPD) AND GENERAL COMMERCIAL (COM-2) ZONING DISTRICTS TO THE MULTI-FAMILY RESIDENTIAL-2 (MFR-2) AND HIGH INTENSITY COMMERCIAL (COM-3) ZON**

I. RESOLUTIONS

- 11. RESOLUTION 2021-XX APPROVING THE TERMINATION OF THE SEMINOLE POINTE MASTER PLANNED DEVELOPMENT AGREEMENT (MPD)**

J. OTHER BUSINESS

- 12. COUNCIL DECISION AND DIRECTION TO STAFF ON WHETHER TO AMEND THE COMMERCIAL VEHICLE ORDINANCE IN CHAPTER 44, ARTICLE II**
- 13. APPOINT A MEMBER TO FLAGLER COUNTY HOUSING TASK FORCE/AFFORDABLE HOUSING ADVISORY COMMITTEE**
- 14. APPOINT ONE MEMBER TO THE DISTRICTING COMMISSION**

K. CONSENT

- 15. RESOLUTION 2021-XX ADOPTING GUIDELINES FOR NAMING OF PUBLIC FACILITIES**
- 16. RESOLUTION 2021-XX APPROVING PIGGYBACKING THE CITY OF ST. AUGUSTINE WITH ENGINEERED SPRAY SOLUTIONS, INC., FOR GRAVITY SEWER MANHOLE SEALING AND COATING ON AN AS NEEDED BASIS**
- 17. RESOLUTION 2021-XX APPROVING A MASTER SERVICES AGREEMENT WITH HARN R/O SYSTEMS, INC. FOR NANOFILTRATION MEMBRANE REPLACEMENT PROJECT**

18. RESOLUTION 2021-XX APPROVING A MASTER PRICE AGREEMENT WITH FERGUSON WATERWORKS TO PURCHASE VARIOUS UTILITY SUPPLIES

L. PUBLIC PARTICIPATION

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

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

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

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

19. REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR AUGUST 2021 PURCHASES

P. ADJOURNMENT

20. WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date :

Department Item Key	Amount Account #
Subject MINUTES OF THE CITY COUNCIL: MINUTES OF THE SEPTEMBER 7, 2021 SPECIAL BUDGET WORKSHOP MINUTES OF THE SEPTEMBER 7, 2021 SPECIAL BUSINESS MEETING MINUTES OF THE SEPTEMBER 9, 2021 SPECIAL BUDGET HEARING MINUTES OF THE SEPTEMBER 14, 2021 WORKSHOP	
Presenter : City Clerk	
Background :	
Recommended Action : Approve minutes of the City Council September 7, 2021 Special Budget Workshop, September 7, 2021 Special Business Meeting, September 9, 2021 Special Budget Hearing, September 14, 2021 Workshop.	



**City of Palm Coast
Minutes
CITY COUNCIL SPECIAL
BUDGET WORKSHOP**

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

**Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Victor Barbosa
Council Member Ed Danko
Council Member Nick Klufas**

Tuesday, September 7, 2021

5:30 PM

COMMUNITY WING

City Staff

Denise Bevan, Interim 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

Mayor Alfin called the meeting to order at 5:30 pm.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

City Clerk Virginia Smith called the roll. All members were present.

D PRESENTATIONS

1 PRESENTATION - FY 2022 GENERAL FUND BUDGET DISCUSSION

Helena Alves, Financial Services Director and Gwen Ragsdale, Budget & Procurement Manager, presented to Council on this item.

Council Member Danko requested what the millage would be at the roll back rate. Ans: Ms. Alves- It would be 4.4593.

Mayor Alfin - looked for discussion and direction to staff. Mayor Alfin was in favor of reducing millage rate and fully fund the sheriff's deputy.

Council Member Danko suggested large cuts to include the Racquet Center. Council Member Danko requested to know how much comes from tax payers. Mr. Cote provided an overview to the 3 funds for the project. Approximately \$250,000. Council Member Danko suggested cutting the Racquet Center out of the budget.

Council Member Barbosa shared support for hiring of additional City staff and funding of additional Sheriff's Office deputies.

Council Member Klufas supported keeping the millage rate the same while funding the additional deputies.

Vice Mayor Branquinho agreed with Council Member Klufas.

Attorney law firm CPI increase is based on June 30 index at 5%.

Council held discussion with Ms. Alves regarding one time type of expenditures that could be funded from reserves. Additionally, Council discussed the General Fund Balance.

E ADJOURNMENT

The meeting was adjourned at 6:32 p.m.

*Respectfully submitted by: Virginia A. Smith, MMC
City Clerk*



**City of Palm Coast
Minutes
COUNCIL MEETING
IMMEDIATELY
FOLLOWING THE
SPECIAL BUDGET
WORKSHOP**

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

**Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Victor Barbosa
Council Member Ed Danko
Council Member Nick Klufas**

Tuesday, September 7, 2021

6:00 PM

COMMUNITY WING

City Staff

Denise Bevan, Interim 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

Mayor Alfin called the meeting to order at 6:33 pm

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

City Clerk Virginia Smith called the roll. All members were present

D. PUBLIC PARTICIPATION

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

- (1) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.

(2) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.

(3) When addressing the City Council on specific, enumerated Agenda items, speakers shall:

(a) direct all comments to the Mayor;

(b) make their comments concise and to the point;

(c) not speak more than once on the same subject;

(d) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;

(e) obey the orders of the Mayor or the City Council; and

(f) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.

(4) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

Tom Cecil spoke of a fire on a KB Homes Construction Site on Palm Coast Parkway causing sinus issues. Mr. Cecil has spoken with many entities to try to resolve the issue and asked Council to address this.

Mr. Webb opposed tax increases and proposed giving it back from the fund balance. Additionally, Mr. Webb spoke of traffic concerns yet there continue to be new homes and businesses and suggested taking care of the roads. Mr. Webb also briefly spoke on commercial signs on vehicles.

Dave Mollico spoke about issues on Woodbury Drive, a residential street which is being used as a primary way of travel between Pine Lakes Parkway and Whiteview Parkway. Mr. Mollico informed Council of a prior petition brought to Council and details of conversations with City Staff dating back to 2020. Mr. Mollico asked Council why no action has been taken.

Pat Borelli discussed code enforcement issues and submitted the top 10 code violations pamphlet. Ms. Borelli would like to know why real estate agents can't provide the pamphlet to new residents. Ms. Borelli suggested having C.O.P.'s distribute pamphlets and inform Code Enforcement about violations. Ms. Borelli cautioned against inadequate enforcement as the City continues to grow.

Robert MacDonald referred to a John F Kennedy speech from 1961 and asked Council to pass the proposed signage Ordinance change and to put a moratorium on home building and selling in Palm Coast. Additionally, Mr. MacDonald complimented City Staff and Council.

Elizabeth Eubanks asked for the Code Enforcement pamphlet as referred to by Ms. Borelli. Ms. Eubanks shared that she has been unable to use her pool and had to purchase extra filters, and increased cleaning. Ms. Eubanks also discussed speeding and traffic concerns in the area of Woodbury Drive and asked Council for help with these issues.

Cindy Morelewicz discussed the burning issue in the area of Woodbury Drive. Ms. Morelewicz also discussed traffic pattern changes due to KB Homes. Ms. Morelewicz shared that the traffic study never included Woodbury Drive, but now it is being utilized by large vehicle although it is only 20 feet wide. Ms. Morelewicz asked Council why the traffic study did not include Woodbury Drive.

Brian Rosen provided a background of the E Section Canal Project and issues receiving a response. Mr. Rosen asked Council for an update to the project.

Paul Vargo shared concern for taxes in the area of the canal zone, they are benefit for everyone. Mr. Vargo suggested tax dollars be dedicated to dredging of the canal. Additionally Mr. Vargo shared noise concerns in the area of Colorado Drive.

Al Krier spoke of safety on Cimmaron Drive. Mr. Krier has submitted 5 petitions already, with 2 more to go. Mr. Krier has thanked City staff for their efforts and progress thus far.

Responses to Public Comments:

Vice Mayor Branquinho responded to Mr. Mollico to provide detail about visiting Woodbury Drive and spoke of issues closing streets.

Mayor Alfin and Ms. Bevan will respond to the remaining comments.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL:
AUGUST 17, 2021 CITY COUNCIL BUSINESS MEETING
AUGUST 24, 2021 CITY COUNCIL SPECIAL BUSINESS MEETING
AUGUST 24, 2021 CITY COUNCIL SPECIAL WORKSHO**

Pass

Motion made to approve by Vice Mayor Branquinho and seconded by Council Member Klufas

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

F. PRESENTATIONS AND PROCLAMATIONS

- 2. PRESENTATION - GOOD SAMARITAN RECOGNITIONS**

This item will be heard at a future Council meeting.

3. PRESENTATION - PHOTO CONTEST AWARDS

Brittany Kershaw, Director of Public Information & Engagement, presented the awards to the winners.

4. PROCLAMATION - SEPTEMBER AS NATIONAL RECOVERY MONTH

Council Member Barbosa presented this Proclamation to Ms. Kim Carney and representatives of Flagler Open Arms Recovery Services.

5. PROCLAMATION - ARBOR DAY

Council Member Klufas presented this Proclamation to Ms. Carol Mini, Urban Forester.

G. ORDINANCES SECOND READ

6. ORDINANCE 2021-17 AMENDING THE CITY OF PALM COAST CODE OF ORDINANCES SEC. 41-11 FACILITIES AT SINGLE-FAMILY PROPERTIES TO CLARIFY THE SCREENING REQUIREMENT FOR GARBAGE CONTAINERS

O20210017

City Attorney Reischmann read the title into the record.

Mr. DeLorenzo was available for questions.

*Public Comments:
There were none.*

Pass

Motion made to Adopted on second reading by Council Member Klufas and seconded by Council Member Danko

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

7. ORDINANCE 2021-16 AMENDING CITY OF PALM COAST CODE OF ORDINANCES, CHAPTER 16, BUSINESSES AND BUSINESS REGULATIONS, BY DEFINING COLLECTION BIN AND ADDING A NEW ARTICLE AS TO THE REGULATION OF COLLECTION BINS WITHIN THE CITY LIMITS

O20210016

City Attorney Reischmann read the title into the record.

Public Comment

There were none.

Pass

Motion made to Adopted on second reading by Council Member Barbosa and seconded by Council Member Klufas

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

8. **ORDINANCE 2021-19 APPROVING THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO CHAPTER 163, FLORIDA STATUTES; CREATING CHAPTER 10 – PROPERTY RIGHTS ELEMENT**

O20210019

City Attorney Reischmann read the title into the record.

Mr. Tyner provided an overview to this item.

Public Comment:

Ms. Verrilli asked for an overview to this item.

Pass

Motion made to Adopted on second reading by Council Member Barbosa and seconded by Council Member Klufas

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

9. **ORDINANCE 2021-18 APPROVING REZONING OF 10.85 +/- ACRES FROM HIGH INTENSITY COMMERCIAL (COM-3) TO MULTI-FAMILY RESIDENTIAL-2 (MFR-2) FOR PROPERTY KNOWN AS THE TRIBUTE - APPLICATION # 4738**

O20210018

City Attorney Reischmann read the title into the record, reminded Council this is a quasi-judicial item and called for any ex-parte communications.

Point of Order from Vice Mayor Branquinho regarding a social media post from Council Member Danko stating Alan Lowe will vote in favor of this. Attorney Reischmann provided an overview of the ex-parte communications law.

Council Member Danko provided details of the communications.

Bill Hoover provided an overview to this item.

Applicant presented to Council, which is attached to these minutes.

Mayor Alfin requested confirmation from staff, the attorney and the applicant that this project meets the City's Comprehensive Plan requirements.

Brian Rosen would like to see Council consider income of residents for proposed housing developments and shared concerns for affordability and roadway infrastructure.

Paul Vargo supported the project and asked council to consider the infrastructure to support the housing developments. Mr. Vargo shared of challenges finding affordable homes in Palm Coast.

Dave Mollica shared about apartment buildings that go unfilled and aren't maintained.

Toby Tobin published an article today titled Where will they live? Mr. Tobin shared that we are at full capacity everywhere. People are looking for long term sustainability and we need to be prepared. Mr. Tobin stated that we do not have enough multifamily housing options and we're out of balance with the original ITT plan and shared support for the project.

Beth Vitalic asked Council how many housing projects are slated to begin within the next couple of years. Ms. Vitalic stated that there is quite a bit approved and will the infrastructure be okay? Is there enough tax revenue to support the growth? Ms. Vitalic did not oppose building but suggested focusing on infrastructure first.

Resident Donna stated that the first presentation stated the median income at \$88K and now it is presented differently, it seems that the target level has changed. Shared concerns of inability to fill the units and potential tax abatement falling on tax payers.

Mr. Vargo wanted to clarify his statements on owning versus renting.

Council held additional comment period with Mayor Alfin reminding Council what Council's assignment is within the Land Development Code.

Pass

Motion made to Adopted on second reading by Council Member Danko and seconded by Council Member Klufas

Approved - 3 - Mayor David Alfin, Council Member Ed Danko, Council Member Nick Klufas

Denied - 2 - Vice Mayor Eddie Branquinho, Council Member Victor Barbosa

H. ORDINANCES FIRST READ

- 10. ORDINANCE 2021- XX - SECRET GARDENS, APPLICATION NO. 4816 TO REZONE 52.4 +/- ACRES FROM THE GENERAL OFFICE (OFC-2) ZONING DISTRICT TO THE HIGH INTENSITY COMMERCIAL (COM-3), PRESERVATION (PRS) AND PUBLIC/SEMI-PUBLIC (PSP) ZONING DISTRICTS**

City Attorney Reischmann read the title into the record, reminded Council this is a quasi-judicial item and called for any ex-parte communications. There were none.

Mr. Hoover presented to Council on this item.

*Public Comment
There were none.*

Pass

Motion made to Approved on first reading by Council Member Barbosa and seconded by Vice Mayor Branquinho

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

- 11. ORDINANCE 2021-XX SEMINOLE POINTE, APPLICATION NO. 4820 TO REZONE 71.74 +/- ACRES FROM THE MASTER PLANNED DEVELOPMENT (MPD) AND GENERAL COMMERCIAL (COM-2) ZONING DISTRICTS TO THE MULTI-FAMILY RESIDENTIAL-2 (MFR-2) AND HIGH INTENSITY COMMERCIAL (COM-3) ZONING DISTRICTS**

City Attorney Reischmann read the title into the record, reminded Council this is a quasi-judicial item and called for any ex-parte communications. CM Danko and Mayor Alfin received emails concerning this item from Mr. Chiumento.

Vice Mayor Branquinho shared that prior to July 4th weekend, his wife was asked to be part of this project. Met with Chief Forte, Jason DeLorenzo and the City Manager. Requested to recuse himself from voting; Attorney Reischmann provided advice to Vice Mayor Branquinho, who recused himself from the vote. The clerk will provide the voting conflict form to Vice Mayor Branquinho.

Attorney Reischmann requested clarification on the email received by Council members and that Council will base their decision on what is presented to them this evening. Council confirmed they will base their decisions on what is presented to them this evening.

Mr. Chiumento presented to Council, on behalf of the applicant, which is attached to these minutes.

*Public Comments:
There were none.*

Pass

Motion made to Approved on first reading by Council Member Barbosa and seconded by Council Member Klufas

Approved - 4 - Mayor David Alfin, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

I. RESOLUTIONS

12. RESOLUTION 2021-124 APPROVING THE REZONING JOINDER APPLICATION AUTHORIZATION

R20210124

City Attorney Reischmann read the title into the record. Mr. Jason DeLorenzo presented to Council on this item.

*Public Comment
There were none.*

Pass

Motion made to approve by Council Member Danko and seconded by Council Member Barbosa

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

13. RESOLUTION 2021-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER INC., FOR DESIGN SERVICES RELATED TO THE WHITEVIEW PARKWAY IMPROVEMENT PROJECT

City Attorney Reischmann read the title into the record. Mr. Cote provided Council with an overview to this item.

*Public Comment
There were none.*

Pass

Motion made to Table by Council Member Barbosa and seconded by Council Member Danko

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

J. OTHER BUSINESS

14. APPOINT A MEMBER TO FLAGLER COUNTY HOUSING TASK FORCE/AFFORDABLE HOUSING ADVISORY COMMITTEE

Pass

Motion made to continue by Council Member Barbosa and seconded by Council Member Danko

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

K. CONSENT

There were no public comments on the consent agenda.

15. RESOLUTION 2021-122 APPROVING INDEMNITY AGREEMENTS WITH THE MEMBERS OF THE CITY OF PALM COAST RETIREMENT PLAN FIDUCIARY COMMITTEE

16. RESOLUTION 2021-123 APPROVING MASTER PRICE AGREEMENT WITH HAWKINS, INC., FOR THE PURCHASE OF VARIOUS CHEMICALS

17. RESOLUTION 2021-125 APPROVING A CONTRACT WITH MASCI, INCLUDING APPROVAL OF A 10% CONTINGENCY, AND APPROVAL OF A WORK ORDER FOR CEI SERVICES EXPENSES FOR THE MILLING AND RESURFACING PROJECT

L. PUBLIC PARTICIPATION

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

There was none.

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

Council Member Danko spoke about the commercial vehicle signage proposed Ordinance from a few weeks prior to ask that it be brought to a vote. Additionally, Council Member Danko clarified his group affiliations within the community.

Council Member Barbosa reminded Council that they need to work together for the best of the City. Council Member Barbosa also asked Council to come to a consensus to bring the Public Comments from the evening regarding the fire burning within the City to a workshop.

Council Member Klufas congratulated Reilly Opelka for reaching the 4th round and wished him luck. Mr. Klufas would like to see more information on the burning issue and shared appreciation and thanks for Ms. Alves and the work she will be doing.

Vice Mayor Branquinho wished Ms. Johnston much luck and blessings tomorrow. Additionally, Vice Mayor Branquinho would like to thoroughly discuss a moratorium for multifamily homes. Vice Mayor Branquinho also shared about a video from July 26, 2021 at 6:05 pm which shows two Council Members violating sunshine law on Facebook by speaking of the millage.

Attorney Reischmann explained to Council this is an allegation that should be brought to the State Attorney's office for review and consideration.

Mayor Alfin spoke of the "moratorium" issue and requested the Interim City Manager bring this topic to a workshop.

Mayor Alfin shared about the Intracoastal Waterway Cleanup results and September 11, 2021 Remembrance Ceremony.

Mayor Alfin thanked Council for their coordination in tonight's meeting.

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

Nothing at this time.

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

Ms. Bevan shared about Senior Games and Disaster Preparedness Guides.

P. ADJOURNMENT

The meeting was adjourned at 10:15 p.m.

*Respectfully submitted by: Virginia A. Smith, MMC
City Clerk*



**City of Palm Coast
Minutes
CITY COUNCIL SPECIAL
BUDGET HEARING**

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

**Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Victor Barbosa
Council Member Ed Danko
Council Member Nick Klufas**

Thursday, September 9, 2021

5:30 PM

COMMUNITY WING

City Staff

**Denise Bevan, Interim 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

Mayor Alfin called the meeting to order at 5:30 pm

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

City Clerk Virginia Smith called the roll. All members were present.

Mayor Alfin requested Council follow the rules and procedures of Council.

D. PRESENTATIONS

1. PRESENTATION OF THE FINAL PROPOSED FISCAL YEAR 2021-2022 BUDGET

Ms. Alves and Ms. Ragsdale presented to Council.

Council Member Klufas shared disappointment that a phased approach to additional deputies was not considered. Mr. Klufas inquired about the structure of the contract if they have difficulty filling these positions. What does it look like for when they will patrol our streets?

Council requested Chief Strobridge provided an overview to the questions. Chief Strobridge stated the class is finishing up and they do not have a problem hiring the new deputies. There is a pool of deputies ready to go.

Council Member Klufas requested to know if there are any delays in hardware for the deputies.

Chief Strobridge-we have an order for fleet.

Council Member Barbosa-What is "Enhanced Service" contract?

Chief Strobridge provided an overview.

Council Member Barbosa-Do we know the difference of the cost between enhanced and regular? Ans: Ms. Alves-It is in the contract.

Mayor Alfin provided a couple of examples of the enhanced level of service the City receives from the contract.

Mayor Alfin shared that Fire is equally as important as police; we talked of Citation and the benefits of having an additional fire station, would we realize any savings in this next year? Ans: Chief Forte responded to include details about the timeline and review of such details.

Council Member Danko asked what the rollback rate would be.

Ms. Alves provided the rollback rate and associated figures.

Council Member Barbosa asked how many Sheriff's Office Deputies are funded at the rollback rate.

Ms. Alves stated that all of the rates presented will include the requested 10 additional deputies.

Council Member Klufas clarified the rollback rate.

Council Member Danko asked how much funds are impacted by the rollback rate. Ans: Ms. Alves-approximately \$800,000 shortage.

Vice Mayor Branquinh shared that the Mayor of Jersey City, NJ had damage to his City estimated at \$35 million, and was informed by a friend that \$100 million would not be enough. Vice Mayor Branquinh asked how they will get the money? He responded they do not have it. Vice Mayor Branquinh shared that it is an egregious thing if this Council takes from our reserves and does not agree with using the reserve funds.

Council Member Klufas agrees with Vice Mayor Branquinho; we should not be proud to spend our reserves and transfer money to our pavement program.

Mayor Alfin-How did we collect money from the state for reimbursement? Ms. Alves-75% of expenditures and up to 90% for Irma. It also depends on the hurricane category type. Hurricane Irma was a huge impact to the entire state, so it was reimbursed at 90%.

Mayor Alfin spoke of setting precedence tackling the fund balances sharing that none of these are predictable; we have kept millage the same for at least 4 years while our expenditures are increasing. Mayor Alfin suggested looking at millage rate in the future as not set in stone.

Council Member Barbosa stated that Council needs to find a happy medium here where everybody wins.

Council Member Danko shared that in his career as a journalist, he has not seen any problems recovering funds after a natural disaster and he has no problem using funds from the reserves.

Vice Mayor Branquinho shared opposition to using the reserves.

Council Member Danko stated that if Council did not want to use the reserves, then proposed to make cuts. Council Member Danko stated that he would like to make a motion.

Mayor Alfin asked him to hold the motion until Ms. Alves has completed her presentation.

Ms. Alves finished the presentation.

Council Member Danko stated that if there is no effort to make cuts, and if Council does not wish to use the reserves, then he wished to make a motion to rescind the Regional Racquet Center.

Mr. Cote provided an overview to where the funds are coming from for the racquet center. Park Impact Fees, CRA and Capital Projects are the 3 funding sources.

Attorney Reischmann requested a cost overview.

Council Member Danko withdrew his motion

Council Member Klufas shared that he would be comfortable moving forward with the 4.6100 millage rate.

Vice Mayor Branquinho would be comfortable with 4.6989.

Council Member Barbosa shared support for the rate of 4.6100.

Council Member Danko requested the rollback rate.

Ms. Alves clarified the millage rate concluding Council statements and requested a recess to provide the correct resolutions for the tentative millage and tentative budget.

E. RECESS CITY COUNCIL AND CONVENE SR 100 CORRIDOR CRA BOARD

Council recessed at 6:39 pm to convene the SR 100 Corridor CRA.

- 2. STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY (SR 100 CRA) RESOLUTION 2021-XX ESTABLISHING THE SR 100 CRA TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022 AND AMENDING THE STATE ROAD 100 CRA BUDGET FOR FISCAL YEAR 2020-2021**

R20210126

Mr. Reischmann read the title of this item into the record for the SR 100 Corridor CRA Board.

*Public Comments:
There were none.*

Pass

Motion made to approve by Vice Mayor Branquinho and seconded by Council Member Danko

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

F. ADJOURN SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL

Council adjourned the SR 100 CRA Board and reconvened City Council at 6:44 p.m.

G. RESOLUTIONS

- 3. RESOLUTION 2021-XX SETTING THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2021-2022**

R20210127

Mr. Reischmann read the title into the record.

Mayor Alfin read the required language into the record.

Public Comments:

Prior to comments, Vice Mayor Branquinho clarified that he misspoke and thanked Pierre for bringing it to his attention-the Property Appraiser cannot raise taxes, he increases the values of our homes.

Mike Cocciola would not like to see a tax increase, as a senior any increase hurts. Mr. Cocciola also cautioned against taking from reserves and what is determined to cut from the budget. Mr. Cocciola suggested setting priorities before determining any cuts

Michael Arnold spoke of millage rate, budget rates, and interest income is far below par so we are not gaining money. We are operating far below par. Consider our money is accurately protected.

Paul Vargo shared that he came here with a different agenda but what Mr. Danko said about the canals, he can relate to. Mr. Vargo shared of difficulty getting a boat off of a lift and has not experienced anything like the Palm Coast canal system. It is not favorable to allot to the pickleball system and nothing to our canals.

Vice Mayor Branquinho asked staff is the City is below par, as it related to Mr. Arnold's comments. Ms. Alves provided an overview to what is required by State Statutes.

Council Member Danko- Discussion on how much we are making on our money, what percent? Ms. Alves responded right above 2%.

Mayor Alfin read the required language into the record.

Council Member Barbosa made a motion for the millage to be 4.6100, which was seconded by Council Member Klufas.

Mayor Alfin called for further discussion.

Council Member Danko provided additional comments and suggested additional cuts.

Council Member Barbosa proposed Chief Forte explain the hiring issue. This is a happy medium where we have to work for something better in the future.

Vice Mayor Branquinho shared that he does not agree with the 4.6100 millage rate.

Mayor Alfin shared that he will not risk our safety- police and fire define our quality of life.

Mayor Alfin called for a roll call vote.

Pass

Motion made to approve by Council Member Barbosa and seconded by Council Member Klufas

Approved - 3 - Mayor David Alfin, Council Member Victor Barbosa, Council Member Nick Klufas

Denied - 2 - Vice Mayor Eddie Branquinho, Council Member Ed Danko

4. RESOLUTION 2021-XX ESTABLISHING THE TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022 AND AMENDING THE FISCAL YEAR 2020-2021 BUDGET

R20210128

Mr. Reischmann read the title into the record.

Mayor Alfin read the required language into the record.

Doug Brown, owner of Cypress Knolls Golf Course, shared a picture of collapsed Matanzas Golf Course and shared that this is what will happen if we do not support amenities.

Doug owner of Cypress Knolls Golf Course-what you see is not what you get. Showing a picture of the collapsed Matanzas Golf Course. This is what happens when you do not support your amenities. There are 318 homes directly on the golf course and 372 across the street from the golf course. According to Sam Percovich, if the golf course goes under you will lose approximately \$500,000 in taxes. The speaker also briefly discussed the Racquet Center.

Michael Arnold spoke about investment percentages, figures, and market returns.

Council discussion-

Vice Mayor Branquinho met with the gentleman from the Cypress Knolls Golf Course and it was about the drainage.

Mayor Alfin read in the required language into the record.

Motion by Council Member Klufas, seconded by Council Member Barbosa.

Mayor Alfin called for a roll call vote.

Mayor Alfin read the required language into the record regarding the final budget hearing.

Pass

Motion made to approve by Council Member Klufas and seconded by Council Member Barbosa

Approved - 3 - Mayor David Alfin, Council Member Victor Barbosa, Council Member Nick Klufas

Denied - 2 - Vice Mayor Eddie Branquinho, Council Member Ed Danko

H. ADJOURNMENT

The meeting was adjourned at 7:15 p.m.

*Respectfully submitted by: Virginia A. Smith, MMC
City Clerk*



**City of Palm Coast
Minutes
COUNCIL WORKSHOP**

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

**Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Victor Barbosa
Council Member Ed Danko
Council Member Nick Klufas**

Tuesday, September 14, 2021

9:00 AM

COMMUNITY WING

City Staff

**Denise Bevan, Interim 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

Mayor Alfin called the meeting to order at 9 a.m.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

Records Coordinator Kaley Cook called the roll. All members were present.

D PUBLIC PARTICIPATION

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

- (1) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
- (2) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
- (3) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
 - (a) direct all comments to the Mayor;

- (b) make their comments concise and to the point;
 - (c) not speak more than once on the same subject;
 - (d) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
 - (e) obey the orders of the Mayor or the City Council; and
 - (f) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
- (4) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Robert MacDonald complimented the Palm Coast Fire Department for a 9/11 memorial they made possible at a local Publix.

Paul Vargo spoke of graffiti on Palm Harbor Bridge that continues to spread and asked for it to be addressed.

Jeffrey Seib opposed change to City Ordinances regarding Commercial Vehicles. Mr. Seib also shared concern for survey results and provided suggestions for gathering the information from residents.

Tim Alcorn spoke of the process of having a pool constructed at his home. Mr. Alcorn spoke of issues trying to obtain a variance and concerns with information received thus far. Mr. Alcorn spoke with his Council Member who suggested he bring this to City Council.

Mayor Alfin asked City Manager Bevan to address the public comments.

Vice Mayor Branquinho thanked Mr. MacDonald for his comments regarding the Fire Department and responded to spray paint comments by Mr. Vargo.

Council Member Danko provided additional details regarding Mr. Alcorn's comments regarding the variance and process thus far. Council Member Danko asked Ms. Bevan to meet with the resident.

E PRESENTATIONS

1 PRESENTATION - COMMERCIAL VEHICLE ORDINANCE SURVEY

Jason DeLorenzo, Director of Community Development, presented to Council on Commercial Vehicles.

Mr. DeLorenzo provided background of the current Ordinance, commercial vehicles by definition, utility trailers by definition, and other commercial type vehicles,

Council Member Danko asked for additional background details to be provided to Mayor Alfin.

Mr. DeLorenzo provided a background of this item and Council discussion held prior.

Council Member Danko shared support for the proposed Ordinance and spoke of supporting businesses through this proposed change.

Council Member Barbosa clarified that his suggestion is only to allow signage, not to change vehicle type, vehicle weight, etc.

Council Member Klufas would like to ensure that the majority of residents are in support of this, potentially to be included on a future ballot.

Vice Mayor Branquinho clarified that the Ordinance refers to overnight parking, not after hours work. Vice Mayor Branquinho shared concern for adverse impacts on Palm Coast residents and thinks the item should go to a referendum.

Council Member Barbosa added information received from residents in favor of the proposed change.

Mayor Alfin reiterated comments from City Council regarding concern for survey results and would like to see majority resident support to move forward with the Ordinance.

Council Member Danko opposed putting the item on a ballot and asked Council to support businesses and working residents through the proposed changes.

Mayor Alfin asked Mayor Alfin how the National Community Survey is developed to see if it is a possibility to add this item to the survey.

City Manager Bevan provided information about the National Community Survey and provided information about the potential to add custom questions to the survey.

Mayor Alfin asked for a timeline to receive the survey results.

Mr. DeLorenzo stated around October/November

Mayor Alfin asked if Council would like to move forward with adding this custom question to the survey.

Council Member Danko asked how the survey is provided to residents and how the results would be received.

Brittany Kershaw provided information regarding how the survey is presented to residents.

Mayor Alfin asked Council if they concur to add this to the National Community Survey.

Council Member Barbosa and Council Member Danko opposed.

Vice Mayor Branquinho would like to be business friendly and would like this to be a referendum.

Staff was directed to come to a future meeting with details on how to move forward with a referendum.

City Attorney Bill Reischmann shared concerns for the referendum.

Mayor Alfin directed staff that Council will vote at the next business meeting to determine moving forward on a change to the Ordinance.

2 PRESENTATION - NATIONAL COMMUNITY SURVEY DISCUSSION

Brittany Kershaw, Director of Public Information and Engagement, presented to Council on the topic.

Ms. Kershaw provided background of the survey, purpose of the survey, how the survey will be sent to residents, random selection, and custom questions.

Council Member Klufas provided details that in previous years the survey provider used demographics in the random selection to accurately represent residents.

City Manager Bevan provided additional details to Council to explain that while the residents are randomly selected, there are demographics applied to the selection to allow for an accurate representation of residents.

Mayor Alfin asked for a timeline of the survey.

Brittany Kershaw explained the timeline to receive the results.

Council Member Danko asked for the cost of the survey.

Interim City Manager provided the cost.

Mayor Alfin asked for Council to receive the 2019 questions and results.

Council Member Klufas would like for the additional questions to be viable for upcoming years.

3 PRESENTATION - CITY MANAGER SEARCH DISCUSSION

Renina Fuller, Human Resources Director, presented to Council on the item.

Ms. Fuller provided a brief history of the item, process phases and timeline, costs,

Council held lengthy discussion on educational and experience minimum requirements, along with salary range, preliminary interview process, advertising and marketing, selection process, City Council evaluation and discussion, and one on one candidate interviews,

City Attorney Bill Reischmann reminded Council about Sunshine Laws in regards to the applications and application process.

4 RESOLUTION 2021-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY REGARDING MARINELAND ACRES DRAINAGE AND ROADWAY IMPROVEMENTS PROJECT

Steve Flanagan, Utility Director, presented to Council on the topic.

Council discussion included clarification on the location and cost of the project,

City Attorney Reischmann clarified the Resolution and its background.

Council held lengthy discussion on costs, project timeline, implications and benefits.

Council directed staff to bring back additional details for Council consideration. This item will be moved to the next workshop meeting.

Council took a break at 12:27 pm.

Council resumed at 12:46 pm.

5 RESOLUTION 2021-XX ADOPTING GUIDELINES FOR NAMING OF PUBLIC FACILITIES

Jason DeLorenzo, Chief Development Officer, presented to Council on the item.

Topics discussed included policy objectives, policy exclusions, criteria, and process.

Vice Mayor Branquinho made suggestions to staff regarding renaming of City Facilities and additional wording.

Mr. DeLorenzo asked for direction on how and when Council would like to review any nominations.

Council concurred to hear these items on an as needed basis.

6 RESOLUTION 2021-XX APPROVING THE CULTURAL ARTS GRANTS FOR THE FISCAL YEAR 2021-2022

James Hirst, Outdoor Recreation Manager, presented to Council on the item.

Topics discussed included an overview, public outreach efforts, review and evaluation, review criteria, and recommendations.

7 ORDINANCE 2021-XX AMENDING THE UNIFIED LAND DEVELOPMENT CODE CHAPTER 10.02 FLOODPLAIN MANAGEMENT

Jordan Myers, Environmental Planner, presented to Council on the item.

Topics discussed included a background of the item, outreach, proposed changes, and next steps.

City Council thanked staff for their efforts thus far and Mayor Alfin recommended this be shared on social media.

8 ORDINANCE 2021-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES

Members of the Financial Services Division presented to staff on the item.

Topics discussed included an overview of the item, current policies, and proposed changes. Additionally, Council discussed improved staff efficiencies and labor cost savings following the changes.

9 ORDINANCE 2021-XX AMENDING SECTION 2-1 (b) CITY OF PALM COAST-CORPORATE SEAL; LOGO; USE OF, CODE OF ORDINANCES OF THE CITY OF PALM COAST

Brittany Kershaw, Director of Public Information & Engagement, presented to Council on the item.

Topics discussed included logo history, proposed changes to the Palm Coast City Ordinance, and additional legal concerns.

Council would like to add logo design discussion to a future agenda item.

F WRITTEN ITEMS

There were no Council questions or comments on the two written items.

10 RESOLUTION 2021-XX APPROVING PIGGYBACKING THE CITY OF ST. AUGUSTINE WITH ENGINEERED SPRAY SOLUTIONS, INC., FOR GRAVITY SEWER MANHOLE SEALING AND COATING ON AN AS NEEDED BASIS

11 RESOLUTION 2021-XX APPROVING A MASTER SERVICES AGREEMENT WITH HARN R/O SYSTEMS, INC. FOR NANOFILTRATION MEMBRANE REPLACEMENT PROJECT

G PUBLIC PARTICIPATION

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

There were none.

H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Council Member Barbosa shared comments from residents regarding golf cart usage on City streets.

Vice Mayor Branquinho thanked staff for their efforts during the meeting and commended fire staff on a 9/11 presentation.

I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

City Manager Bevan shared about an upcoming Arbor Day event on September 16th.

Mayor Alfin shared about the Advent Health ground breaking that occurred today.

Virginia Smith, City Clerk, shared with Council that a member of the Redistricting Commission, appointed by Council at a recent meeting, is unable to partake in the Commission and Council will need to bring members at the next business meeting to fill the vacancy.

Additionally, Ms. Smith spoke of board appointment vacancies and requested Council direction to advertise the vacancies again to receive additional applicants. Council concurred.

K ADJOURNMENT

The meeting was adjourned at 1:47 pm.

*Respectfully submitted by:
Kaley Cook, Records Coordinator*

City of Palm Coast, Florida Agenda Item

Agenda Date : September 21, 2021

Department Public Information Item Key 11575	Amount Account #
Subject PRESENTATION - GOOD SAMARITAN RECOGNITIONS	
Presenter : Brittany Kershaw	
Background : <u>UPDATE FROM THE SEPTEMBER 7, 2021 BUSINESS MEETING</u> Unfortunately, Mr. Duncan was unable to stay through the duration of the September 7, 2021 Business Meeting to receive his appreciation recognition and therefore was invited back to this meeting. <u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 7, 2021 BUSINESS MEETING</u> Staff will present certificates to Andy Duncan, Chip Rish, Heather Priestap, Patrick Arena, and Rich Sagala for rescuing 17 animals.	
Recommended Action : For Presentation only.	

City of Palm Coast, Florida Agenda Item

Agenda Date: August 17, 2021

Department	STORMWATER	Amount	
Item Key	11397	Account	#
Subject	PRESENTATION EMPLOYEE RECOGNITION		
Presenter :	Renina Fuller		
Background :	A presentation for City Council highlighting employee recognition.		
Recommended Action :	PRESENTATION PURPOSES ONLY		

City of Palm Coast, Florida Agenda Item

Agenda Date : September 21, 2021

Department CITY CLERK Item Key 11662	Amount Account #
Subject PROCLAMATION – RAISE THE PINK FLAG WITH THE PINK ARMY	
Presenter :	
Background : Advent Health-Flagler has requested the City of Palm Coast proclaim October as “Pink on Parade 5K month.”	
Recommended Action : Proclaim October as “Pink on Parade 5K” month.	



PROCLAMATION

WHEREAS, Breast Cancer is the most frequently diagnosed cancer in women, with an estimate of 281,550 new cases of invasive cancer are expected in women this year and 2,650 new cases of invasive breast cancer are expected to be diagnosed in men, ranking it second among all cancer deaths; and

WHEREAS, only 1 in 8 women diagnosed with Breast Cancer have a family history and 85 percent have no family history, with an increase in incidence rates since 1990 being predominantly in women 50 years or older; and

WHEREAS, early detection with timely screening mammograms has helped to boost the breast cancer survivor rate to more than 2.6 million in the United States, also resulting in a 40 percent decline in mortalities since 1989, with women under 50 seeing an even larger decrease due to early screening and detection; and

WHEREAS, Padmaja Sai, MD with Florida Cancer Specialists & Research Institute has been a dedicated, compassionate and decorated soldier of AdventHealth's Pink Army as she's tirelessly treated and cared for thousands of breast cancer patients in the city of Palm Coast for 15 years with innovative therapies such as immunotherapy and access to ground-breaking clinical trials; and

WHEREAS, AdventHealth Palm Coast's Pink Army, with the support of the City of Palm Coast and our community, has distributed over \$150,000, helped over 600 patients and performed hundreds of procedures in direct support to Flagler County men and women dealing with Breast Cancer; and

WHEREAS, the City of Palm Coast is joining AdventHealth in the: Food Truck Tuesday event and our virtual Pink on Parade 5K on Oct. 10. Fundraising efforts stay local and include, but are not limited to, early detection screenings, wellness and lifestyle resources, and survivorship education programs to support those impacted by breast cancer.

NOW, THEREFORE, BE IT PROCLAIMED, THE PALM COAST MAYOR AND CITY COUNCIL HEREBY PROCLAIM OCTOBER 2021 AS

"RAISE THE PINK FLAG WITH THE PINK ARMY" MONTH IN SUPPORT OF BREAST CANCER AWARENESS

AND ENCOURAGE ALL WOMEN TO PURSUE EARLY BREAST CANCER SCREENING AND OTHER POSSIBLE DIAGNOSTIC SERVICES TO AVOID BECOMING ONE OF THIS NATION'S MORTALITIES.

Signed this 21th day of September 2021.

CITY OF PALM COAST, FLORIDA

Witnessed by:

David Alfin, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: September 21, 2021

Department	PLANNING	Amount	
Item Key	11613	Account #	
Subject	ORDINANCE 2021-XX AMENDING THE UNIFIED LAND DEVELOPMENT CODE CHAPTER 10.02 FLOODPLAIN MANAGEMENT		
Presenter:	Jordan Myers, Environmental Planner		
Background:	<p><u>UPDATE FROM THE SEPTEMBER 14, 2021 WORKSHOP</u> This item was heard by the City Council at their September 14, 2021 Workshop. There were no changes suggested to this item. The PowerPoint presentation is available in the City Clerk's office.</p> <p><u>UPDATE FROM THE AUGUST 3, 2021 BUSINESS MEETING</u> During the City's recent Community Rating System (CRS) audit, staff was informed that in order to retain the City's Class 4 designation, revisions to the Floodplain Management section of the Land Development Code would be required. It should be noted that the City of Palm Coast is currently one of two cities in Florida with a Class 4 designation and there is only one Florida city with a Class 3 designation. The CRS is part of the National Flood Insurance Program (NFIP) and the Class 4 designation that the City currently holds allows its citizens to receive up to a 30% discount on their flood insurance if they live in a Special Flood Hazard Area (SFHA) or up to a 10% discount if they do not live in the SFHA. The draft ordinance has been approved by the ISO reviewers and has also been submitted to the State Floodplain Manager's Office for feedback. Emails were sent out to local stakeholders for feedback as well as the proposed Ordinance has been posted to the City's website with a request for feedback from our Citizens.</p> <p>The additional mandatory state language that was addressed related to the manufacturing housing section of Chapter 10.02 Floodplain Management as shown in strikethroughs for this section.</p> <p>On 8/18/2021 the Planning and Land Development Regulation Board voted 7-0 to recommend that City Council approve the revisions as presented.</p> <p><u>ORIGINAL BACKGROUND FROM AUGUST 3, 2021 BUSINESS MEETING.</u> This item was advertised to be heard by City Council at their August 3, 2021 Business Meeting. However, this item is continued to time certain date to September 14, 2021 City Council workshop and first read on September 21, 2021 Business Meeting due to additional mandatory state language to be addressed.</p>		
Recommended Action:	THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD AND PLANNING STAFF RECOMMENDS CITY COUNCIL APPROVE AMENDING THE UNIFIED LAND DEVELOPMENT CODE CHAPTER 10.02 FLOOD PLAIN MANAGEMENT		

ORDINANCE 2021- _____
AMENDING SECTION 10.02 OF THE
UNIFIED LAND DEVELOPMENT CODE

AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE CITY’S UNIFIED LAND DEVELOPMENT CODE; AMENDING SECTION 10.02, “FLOODPLAIN MANAGEMENT” OF CHAPTER 10, ENVIRONMENTAL AND CULTURAL RESOURCE PROTECTION TO MEET FEDERAL REQUIREMENTS ~~AND COORDINATE WITH THE FLORIDA BUILDING CODE~~; AMENDING SECTION 14.02, “GLOSSARY” TO ADD, REVISE AND DELETE DEFINITIONS RELATING TO FLOODPLAIN TERMINOLOGY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Palm Coast and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, the City of Palm Coast was accepted for participation in the National Flood Insurance Program on February 4, 2002 and the City of Palm Coast desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures in February of 2020, and the City needs to amend its code to comply with this Policy; and

WHEREAS, the City of Palm Coast participates in the National Flood Insurance Program and participates in the NFIP’s Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements; and

WHEREAS, the City of Palm Coast achieved a CRS rating of Class 4, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and

WHEREAS, the City Council has determined that it is in the public interest to amend the floodplain management regulations to better protect owners and occupants of manufactured homes and to continue participating in the Community Rating System at the current class rating; and

~~**WHEREAS**, the City Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the Florida Building Code as adopted by Section 15-1 of the City Code; and~~

WHEREAS, the City Council has determined that an amendment to Section 10.02 – Floodplain Management and related definitions in Section 14.02 - Glossary of the Unified Land Development Code is warranted to remain consistent with the National Flood Insurance Program requirements; and

WHEREAS, the City’s Planning and Land Development Regulation Board (PLDRB) held a public meeting to hear public input and discuss these proposed revisions, and found the revisions to be consistent with the Comprehensive Plan; and

WHEREAS, at a meeting on August 8, 2021 the PLDRB voted 7 to 0 in favor of the proposed revisions; and

WHEREAS, the City Council of Palm Coast has determined to amend Section 10.02 and 14.02 with the following text as shown below; and

WHEREAS, words with underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

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

SECTION 2. AMENDING SECTION 10.02 – “FLOODPLAIN MANAGEMENT” OF THE UNIFIED LAND DEVELOPMENT CODE. Section 10.02 – Floodplain Management is hereby amended by the following:

Sec. 10.02 Floodplain Management

10.02.01 *Administration.*

- A. *General.* These regulations shall be known as the Floodplain Management Ordinance of the City of Palm Coast, hereinafter referred to as “this article.”

B. *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

10.02.02 *Reserved.*

10.02.03 *Intent.*

A. *[Purposes.]* The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

B. *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

C. *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guarantee of vested use, existing use, or future use is implied or expressed by compliance with this article.

D. *Disclaimer of Liability.* This article shall not create liability on the part of City Council of the City of Palm Coast or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

10.02.04

Applicability.

- A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- B. *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Palm Coast as established in Section 10.02.04.C of this article.
- C. *Basis for establishing flood hazard areas.* The Flood Insurance Study for Flagler County, Florida and Incorporated Areas dated June 6, 2018 and any subsequent revisions, and the accompanying Flood Insurance Rate Maps (FIRM), are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Palm Coast Community Development Department, 160 Lake Avenue, Palm Coast, Florida 32164.
- D. *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to Section 10.02.07 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the Floodplain Administrator indicates that ground elevations:
 - 1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as a flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
 - 2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.
- E. *Other Laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
- F. *Abrogation and greater restrictions.* This article supersedes any article in effect for management and development in flood hazard areas. However, it is not intended to repeal or abrogate any other provisions of existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between these regulations and any other regulation, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.
- G. *Interpretation.* In the interpretation and application of this article, all provisions shall be:
 - 1. Considered as minimum requirements;
 - 2. Liberally construed in favor of the governing body; and
 - 3. Deemed neither to limit nor repeal any other powers granted under state statutes.

10.02.05

Duties and powers of the Floodplain Administrator

- A. *Designation.* The Land Use Administrator is designated the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.
- B. *General.* The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies, and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 10.02.09 of this article.

- C. *Applications and permits.* The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:
1. Review applications and plans to determine whether proposed development will be located in flood hazard areas;
 2. Review applications for modifications of any existing development in flood hazard areas for compliance with the requirements of this article;
 3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 4. Provide available flood elevation and flood hazard information;
 5. Determine whether additional flood hazard data shall be obtained from other sources which shall be developed by an applicant;
 6. Review applications to determine whether proposed development will be reasonably safe from flooding;
 7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
 8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- D. *Substantial improvements and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:
1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before the repairs are made;
 2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 3. Determine and document whether the proposed work constitutes substantial improvements or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of “substantial improvement”; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of “substantial damage”;
 4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.
- E. *Modifications of the strict application of the requirements of the Florida Building Code.* The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building

Code to determine whether such requests require the granting of a variance pursuant to Section 10.02.09 of this article.

- F. *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- G. *Inspections.* The Floodplain Administrator shall make the required inspections as specified in Section 10.02.08 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- H. *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:
 - 1. In coordination with the Building Official, review all permits for construction within the Special Flood Hazard Areas to ensure that the proposed project meets the flood resistant construction requirements of the Florida Building Code, including elevation requirements;
 - 2. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 10.02.05.D of this article;
 - 3. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - 4. Require applicants, who submit hydrologic and hydraulic engineering analyses to support permit applications, to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
 - 5. Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete. Elevation certificates shall be provided at three stages, 1) construction drawings, 2) building under construction, and 3) finished construction;
 - 6. Notify the Federal Emergency Management Agency (FEMA) when the corporate boundaries of the City of Palm Coast are modified; and
 - 7. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as “Coastal Barrier Resource System Areas” and “Otherwise Protected Areas.”
- I. *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of

Ordinance 2021- _____

enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City of Palm Coast.

10.02.06 *Permits.*

- A. *Permits required.* Any owner or owner’s authorized agent (hereinafter “applicant”) who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
- B. *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- C. *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 - 1. Railroads and ancillary facilities associated with the railroad.
 - 2. Nonresidential farm buildings on farms, as provided in Section 604.50, F.S.
 - 3. Temporary buildings or sheds used exclusively for construction purposes.
 - 4. Mobile or modular structures used as temporary offices.
 - 5. Those structures or facilities of electric utilities, as defined in Section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
 - 6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - 7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site, and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - 8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
 - 9. Structures identified in Section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.
- D. *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the City of Palm Coast. The information provided shall:
 - 1. Identify and describe the development to be covered by the permit or approval.
 - 2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

3. Indicate the use and occupancy for which the proposed development is intended.
 4. Be accompanied by a site plan or construction documents as specified in Section 10.04.07.
 5. State the valuation of the proposed work.
 6. Be signed by the applicant or the applicant's authorized agent.
 7. Give such other data and information as required by the Floodplain Administrator.
- E. *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.
- F. *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- G. *Suspension or revocation.* The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of the City.
- H. *Other permits.* Floodplain development permits and building permits shall include a condition or disclaimer that all other applicable state or federal permits be obtained by the applicant before commencement of the permitted development. Such permits may include but not limited to the following:
1. The St. Johns Water Management District; section 373.036, F.S.
 2. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
 3. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
 4. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 5. Federal permits and approvals.

10.02.07 *Site plans and construction documents.*

- A. *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
 2. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 10.02.07.B.2 or Section 10.02.07.B.3 of this article.
 3. Where the parcel on which the proposed development will take place ~~does not have will have more than 50 lots or is larger than 5 acres and~~ the base flood elevations ~~are not~~ included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 10.02.07.B.4 of this article.

4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
 5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 7. Existing and proposed alignment of any proposed alteration of a watercourse.
- B. Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:
1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source, or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
 3. Where base flood elevation data and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate, the base flood elevation shall be determined using a site-specific floodplain study by a professional engineer using detailed methods.
 - a. ~~Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or~~
 - b. ~~Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.~~
 4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- C. *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
1. For development activities proposed to be located in a regulatory floodway or within the 25-foot floodway setback, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analyses to FEMA as specified in Section 10.02.07.D of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
 2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation at any point within the community. This

requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone “O” or Zone “AH”.

3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel’s flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 10.02.07.D of this article.

D. *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant shall seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

10.02.08 *Inspections.*

A. *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. *Development other than buildings and structures.* The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

C. *Buildings, structures and facilities exempt from the Florida Building Code.* The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

D. *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner’s authorized agent, shall submit to the Floodplain Administrator: the certification of the lowest floor prepared and sealed by a state-licensed surveyor.

1. ~~If a design flood elevation was used to determine the required elevation of the lowest floor, certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or~~

2. ~~If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 10.02.07.B.3.b of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner’s authorized agent.~~

E. *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner’s authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 10.02.08.D of this article.

F. *Manufactured homes.* The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Building Official.

Variances and Appeals.

- A. *General.* The Land Use Administrator and the City of Palm Coast Planning and Land Development Regulation Board shall hear and decide on requests for appeals and the Planning and Land Development Regulation Board shall hear requests for variances from the strict application of this article. Pursuant to Section 553.73(5), F.S., the Planning and Land Development Regulation Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.
- B. *Appeals.* Same process as set out in Section 2.16, of the Land Development Code.
- C. *Limitations on authority to grant variances.* The Planning and Land Development Regulation Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 10.02.09.H of this article, the conditions of issuance set forth in Section 10.02.09.I of this article, and the comments and recommendations of the Land Use Administrator, Floodplain Administrator and the Building Official. The Planning and Land Development Regulation Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- D. *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 10.02.07.C of this article.
- E. *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- F. *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 10.02.09.D, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- G. *Alteration of sand dunes or mangrove stands in coastal high hazard areas.* A variance shall not be issued for any proposed alteration of sand dunes or mangrove stands in coastal high hazard areas (Zone V) unless the applicant submits, and the City approves, an engineering analysis that demonstrates the proposed alteration will not increase the potential for flood damage or the potential for erosion. Any such variance shall not be issued unless the proposed alteration is approved by the Florida Department of Environmental Protection. This limitation shall not apply to mangrove stands within City canals.
- H. *Considerations for issuance of variances.* In reviewing requests for variances, the Planning and Land Development Regulation Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, Land Development Code and this article, and the following:
1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 2. The danger to life and property due to flooding or erosion damage;
 3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

Ordinance 2021- _____

Page 11 of 20

4. The importance of the services provided by the proposed development with existing and anticipated development;
 5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 6. The compatibility of the proposed development with existing and anticipated development;
 7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 10. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, streets, and bridges.
- I. *Conditions for issuance of variances.* Variances shall be issued only upon:
1. Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards.
 2. Determination by the Planning and Land Development Regulation that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. Literal interpretation of the provision of this Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Land Development Code and would result in unnecessary and undue hardship on the applicant;
 - c. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances;
 - d. The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - e. The special conditions and circumstances are not self-imposed and do not result from the actions of the applicant; and
 - f. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of Court in such a manner that it appears in the chain of title of the affected parcel of land;
 - g. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property;
 - h. The proposed development must not be in conflict with or contrary to the public interest;

- i. The proposed development must be consistent with the Comprehensive Plan and the provisions of this Land Development Code;
- j. The proposed development must not impose a significant financial liability or hardship for the City;
- k. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City’s inhabitants; and
- l. The proposed development must comply with all other applicable local, state, and federal laws, statutes, ordinances, regulators, or codes.

10.02.10 *Violations.*

- A. *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- B. *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner’s agent, or to the person or persons performing the work.
- C. *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation of a stop work order, except such work as that a person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

10.02.11 *Flood Resistant Development Design and construction of buildings, structures and facilities exempt from the Florida Building Code.*

- (i) Pursuant to Section 10.02.06.C of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 10.02.17 of this article.

10.02.12 *Subdivisions.*

- A. *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- B. *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 - 1. Delineation of flood hazard areas, floodway boundaries, 25-foot floodway setback, flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - 2. All subdivisions where the base flood elevation is not included on the FIRM, the base elevations are determined in accordance with Section 10.02.07.B.4 of this article; and

3. Compliance with the site improvement and utilities requirements of Section 10.02.13 of this article.
4. Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.
5. Applicant shall ensure that technical data reflecting base flood elevation changes or flood hazard area boundary changes are submitted to Federal Emergency Management Agency, with the City's endorsement, for a conditional Flood Insurance Rate Map revision. Prior to approval of final plat, an issued Letter of Map Change determination from FEMA is required.

10.02.13 *Site Improvements, Utilities and Limitations.*

- A. *Minimum requirements.* All proposed new development shall be reviewed to determine that:
 1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- B. *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- C. *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- D. *Compensatory storage.* Any reduction in the water-holding capacity of the flood hazard area caused by development, structures, and site improvements shall be compensated such that no increase in water surface elevations, peak discharges, or velocities occurs either upstream, downstream, or in the vicinity of the site during occurrence of flood events up to and including the base flood. The compensatory storage shall be located within the same defined floodplain's hydrologic sub basin as the placement of the fill. Site improvements are permitted if flood storage provided is equal to or greater than the volume of flood storage displaced by the development. Technical data providing evidence of the equivalency of the compensatory storage shall be submitted to the City.
- E. *Limitations on sites in regulatory floodways and 25-foot floodway setback.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway or 25-foot floodway setback unless the floodway encroachment analysis required in Section 10.02.07.C.1 of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- F. *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged

inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

- G. *Limitations on sites in coastal high hazard areas (Zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall not be permitted. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 10.02.17.I.3 of this article.

10.02.14 *Manufactured Homes.*

- A. *General.* Manufactured homes shall not be installed in floodways and 25-foot floodway setback except in an existing manufactured home park or subdivision. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Section 320.8249, F. S. and shall comply with the requirements of Chapter 15C-1, F. A. C. and the requirements of this article.
- B. *Foundations.* All manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this article. ~~Foundations for manufactured homes subject to Section 10.02.14.F of this article are permitted to be reinforced piers or other foundation elements of at least equal strength.~~
 2. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.
- C. *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over the top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- D. *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 10.02.14.E or Section 10.02.14.F of this article, as applicable.~~
- E. *General elevation requirement.* ~~Unless subject to the requirements of Section 10.02.14.F of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located:~~
1. ~~Outside of a manufactured home park or subdivision;~~ 2. ~~In a new manufactured home park or subdivision;~~
 2. ~~In a new manufactured home park or subdivision~~
 3. ~~In an expansion to an existing manufactured home park or subdivision; or~~
 4. ~~In an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code Residential Section R322.2 (Zone A) or Section R322.3 (Zone V).~~
- F. *Elevation requirement for certain existing manufactured home parks and subdivisions.* ~~Manufactured homes that are not subject to Section 10.02.14.E of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

1. ~~Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code Residential Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~
2. ~~Bottom of frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than thirty-six (36) inches in height above grade.~~

~~GE. Enclosures.~~ Enclosed areas below elevated manufactured shall comply with the requirements of the Florida Building Code Residential Section R322.2 or Section R322.3 for such enclosed areas, as applicable to the flood hazard area.

~~HF. Utility equipment.~~ Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

10.02.15 *Recreational Vehicles and Trailer Parks.*

A. *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

1. Be prohibited to park or store a recreational vehicle for more than a total of three days, or any part thereof in any consecutive seven-day period on a residential driveway; or
2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in Section 10.02.15.A of this article for temporary placement shall meet the requirements of Section 10.02.14 of this article for manufactured homes.

10.02.16 *Tanks.*

A. *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

B. *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of Section 10.02.16.C of this article shall:

1. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy, assuming the tank is empty, and the effects of flood-borne debris.
2. Not be permitted in coastal high hazard areas (Zone V).

C. *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

D. *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

10.02.17

Other development.

- A. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
 1. Be located and constructed to minimize flood damage;
 2. Meet the limitations of Section 10.02.13.E of this article if located in a regulated floodway;
 3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 4. Be constructed of flood damage-resistant materials; and
 5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- B. *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 10.02.13.E of this article.
- C. *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 10.02.13.E of this article.
- D. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of Section 10.02.13.E of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 10.02.07.C.3 of this article.
- E. *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
 1. Structurally independent of the foundation system of the building or structure;
 2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
 3. Have a maximum slab thickness of not more than four inches.
- F. *Decks and patios in coastal high hazard areas (Zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:
 1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
 3. A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
 4. A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.
- G. *Other development in coastal high hazard areas (Zone V)*. In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:
1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
 3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.
- H. *Nonstructural fill in coastal high hazard areas (Zone V)*. In coastal high hazard areas:
1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
 2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

10.02.18 *Critical Facilities.*

- A. New critical facilities shall be directed and sited away from special flood hazard areas. A critical facility shall have at least one access road connected to land outside the special flood hazard area that is capable of supporting a 4,000-pound vehicle. The top of the road shall be no lower than six inches below base flood elevation.

- B. New critical facilities proposed for construction ~~within~~ a Special Flood Hazard Area without a determined base flood elevation shall ~~not be constructed be permitted unless with an issued Letter of Map Change demonstrating that the entire project area is outside the Special Flood Hazard Area.~~ base flood elevations are determined and certified data is provided from a Florida licensed professional engineer, The technical data shall be submitted to the Federal Emergency Agency with the City's endorsement for a Letter of Map Change to remove the entire project area from the Special Flood Hazard Area. Prior to close out of the permit, a Letter of Map Change determination shall be submitted to the Floodplain Administrator.

SECTION 3. AMENDMENT TO SECTION 14.02. – “GLOSSARY” OF CHAPTER 14 – GLOSSARY OF THE UNIFIED LAND DEVELOPMENT CODE. Section 14.02. - “Glossary” of the City of Palm Coast Unified Land Development Code is hereby amended as follows:

Sec. 14.02. Glossary

Accessory use or accessory structure: A use or structure on the same lot with, and of nature customarily incidental and subordinate to, the principal use or structure.

Detailed methods: Relating to flood damage protection, this term means a method of determining a base flood elevation with a site-specific engineering analysis as described in FEMA publication “Managing Floodplain Development in Approximate Zone A Areas -A Guide for Obtaining and Developing Base (100-Year) Flood Elevations,” also known as FEMA publication 265.

Manufactured home (mobile home) park/subdivision, existing: ~~Relating to flood damage protection, this term means a manufactured home (mobile home) park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes (mobile homes) are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before February 5, 1986 or standard based upon specific technical base flood elevation data which established the area of special flood hazard.~~

Manufactured home/mobile home/park/subdivision, expansion to an existing: ~~Relating to flood damage protection, this term means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes (mobile homes) are to be affixed (including the minimum installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before February 5, 1986.~~

Manufactured home/mobile home park/subdivision, new: ~~Relating to flood damage protection, this term is defined as a manufactured (mobile home) park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes (mobile homes) are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after February 5, 1986.~~

SECTION 4. APPLICABILITY. For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Palm Coast, Florida. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance 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 Ordinance.

SECTION 6. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to Section,” “Article,” or other appropriate word.

SECTION 7. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this _____ day of _____, 2021.

Adopted on second reading after due public notice and hearing this _____ day of _____ 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR. ESQ.
CITY ATTORNEY

City of Palm Coast, Florida Agenda Item

Agenda Date: September 21, 2021

Department Item Key	FINANCIAL SERVICES	Amount Account #
Subject	ORDINANCE 2021-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES	
Presenter:	Helena Alves, Financial Services Director	
Background:	<p><u>UPDATE FROM THE SEPTEMBER 14, 2021 WORKSHOP</u> This item was heard by the City Council at their September 14, 2021 Workshop. Council did not suggest any changes to this item. However, upon further staff review, the Ordinance was redlined to reflect the updated timeline in the Section 287.057(3), Fla. Stat. The PowerPoint presentation is available in the City Clerk's office.</p> <p><u>ORIGINAL BACKGROUND FROM SEPTEMBER 14, 2021 WORKSHOP</u> City staff will be presenting on proposed changes to the City's Purchasing Policy, Chapter 2 Article 1 Division 3 of the City Palm Coast Code of Ordinances. The ordinance was last updated on May 25, 2017.</p> <p>The proposed changes reflect staff titles and department division name changes, an improved bid protest process, best practice updates with respect to solicitation thresholds, and the addition of Public-Private Partnership requirements in compliance with Florida Statute 255.065.</p> <p>In support of the proposed changes, attached to this Agenda Item are:</p> <ol style="list-style-type: none"> 1. PowerPoint presentation 2. The Public Procurement Guide for Elected and Senior Government Officials, published by the National Institute for Public Procurement (NIGP). 3. Ordinance repealing and replacing Purchasing Ordinance with proposed changes redlined 4. Ordinance repealing and replacing Purchasing Ordinance final clean version 	
Recommended Action:	<p>ADOPT ORDINANCE 2021-XX REPEALING AND REPLACING CHAPTER 2 ARTICLE 1 DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES</p>	

ORDINANCE 2021-____
PROCUREMENT POLICY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3-PURCHASES AND CONTRACTUAL SERVICES SECTIONS 2-24 THROUGH 2-31; OF THE *CODE OF ORDINANCES OF THE CITY OF PALM COAST*; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in October 2003, City Council adopted an Ordinance amending Ordinance 2002-06, which provides for the City’s procurement policies; and

WHEREAS, in March 2017, City Council adopted an Ordinance amending Ordinance 2002-06, revising and updating the City’s procurement policies; and

WHEREAS, the overall goal of the City’s procurement policies is to provide the most appropriate quality of goods and services needed by the City to provide agreed to services to its’ citizens at the least total public expense considering, as a minimum, initial cost, operating and maintenance costs, and estimated useful life; and

WHEREAS, it is the desire of the City Council of the City of Palm Coast to continue to provide the most cost-effective purchases in the competitive marketplace, as well as ensuring fairness and impartiality in the City’s dealings with vendors; and

WHEREAS, in order to keep with the overall goal and continue to provide the most cost-effective purchases, City Council desires to repeal and replace Chapter 2, Article 1, Division 3 as stated hereinafter.

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

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

SECTION 2. REPEALING AND REPLACING CHAPTER 2, DIVISION 3. The City Council of the City of Palm Coast hereby repeals Chapter 2, Article 1, Division 3- Purchases and Contractual Services, Sections 2-24 through 2-31 of the *Code of Ordinances of the City of Palm Coast* and replaces Division 3 Purchases and Contractual Services as stated hereinafter:

DIVISION 3. - PURCHASES AND CONTRACTUAL SERVICES

Sec. 2-24. – Quotes and Formal Solicitations

A. Informal Quotes (\$5,000 to \$29,999.99)

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to five thousand dollars (\$5,000.00) but less than or equal to twenty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$29,999.99) require two or more written quotes in accordance with the procedures adopted by the City.

B. Formal Request for Quotes (\$30,000.00 to \$49,999.99)

C. Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to thirty thousand dollars (\$30,000.00) but less than or equal to forty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$49,999.99) require a formal request for quotes which shall be posted on the City's procurement portal in an attempt to obtain two or more written quotes. The requesting department shall submit the supporting documentation of proper quote vetting to the procurement staff.

D. Request for Formal Sealed Competitive Solicitation (\$50,000.00 or greater) Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to fifty thousand dollars (\$50,000.00) shall require a formal sealed competitive solicitation. Such solicitations may be in the form of an invitation to bid (ITB), request for proposal (RFP), request for statement of qualifications (RFSQ), request for information (RFI) or any other formal solicitation process.

E. Items may not be purchased in divided quantities to avoid the requirements of this division. For example, a department may have several similar items that are needed for their operation throughout the fiscal year and individually these items are less than \$50,000.00 but in aggregate the items are in excess of \$50,000.00. These items should not be split into several requisitions but should be consolidated and procured following the applicable solicitation process.

F. The solicitation of competitive bids or proposals for professional services covered by the Consultants Competitive Negotiation Act (CCNA) shall be accomplished in accordance with the provisions of Section 287.055, Florida Statutes.

G. The solicitation of competitive bids or proposals for any City construction project that is projected to cost more than \$200,000 shall be accomplished in accordance with the provisions of Section 255.0525, Florida Statutes.

H. The solicitation of competitive bids or proposals for City utility projects shall be accomplished in accordance with the provisions of Chapter 180, Florida Statutes.

I. Notwithstanding anything contained herein to the contrary, the City reserves its right to reject any quote, bid, or proposal deemed non-responsive or non-responsible at any time prior to award of a contract.

Sec. 2-25. – Exemptions to Quotes and Formal Solicitations

- A. **Small Purchases:** Non-recurring purchases of goods or services under five thousand dollars (\$5,000.00).
- B. **Emergency Purchase:** An emergency exemption occurs when i) certain conditions might adversely affect the life, health, safety and welfare of City employees or citizens of the City, ii) when City property or equipment are endangered, iii) when it is necessary to maintain or restore vital services, or iv) situations arise which may cause major financial impact to the City should immediate action not be taken. In the case of an emergency, the City Manager, or designee may authorize certain imminent needs purchases. Those delegated the authority to implement emergency purchases are authorized to waive the bid process within their authority. A report listing all emergency purchases and the circumstances of the emergency shall be submitted to the City Council on a monthly basis. It shall be the responsibility of all authorized personnel implementing this exemption to ensure such emergency purchase is accomplished in accordance with City policy and that emergency purchase procedures are invoked properly and not used solely to circumvent the regular established procurement procedures.
- C. **Piggybacking:** Piggybacking is a procedure of procuring goods or services without the formal solicitation process by means of utilizing another public entities' award of an Invitation for bid or request for proposal. This procedure includes but is not limited to piggybacks of State Contracts with the State of Florida, Department of Management Services, and Division of Purchasing, SNAPS Contracts, and Federal GSA contracts.
- (1) The City may forego the formal solicitation process by Piggybacking. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the other public entities' invitation for bid or request for proposal. Additional options may be included in a procurement unless the total dollar value of the options is in excess of the City's bid limit. Expired bids cannot be piggybacked.
 - (2) The City Manager, Department Head, or designee may make purchases/awards, utilizing other public entity bids, provided the contract being piggybacked is approved by City Council, if applicable, the amounts are within the City Council approved budget and the purchase is made in the best interests of the City. For amounts within the City Manager approval authority, the City Manager must approve the piggyback or contract after review by procurement staff. For amounts within the Department Head's approval authority, the Department Head must approve the piggyback or contract after review by procurement staff.
- D. **Sole Source:** Sole source purchasing is when there is only one person or company that can provide the goods and/or services needed because of the specialized or unique characteristics of the goods and/or services.
- (1) The following criteria must be met in order to procure goods and services that are a sole source.

- a. It is the only item that will produce the desired results (or fulfill the specific need) and,
 - b. The item is available from only one source of supply, or
 - c. The item is available from more than one vendor, but due to other circumstances (such as exclusive sales territory by manufacturer, prohibitive delivery time and cost, etc.), only one vendor is suited to provide the goods or services.
 - (2) Any purchase of goods and/or services with an estimated value greater than or equal to the amount established under Florida Statute 287.017, Category 2, that is intended to be purchased from a sole source, must be electronically posted ~~for seven (7) business days~~, in accordance with Florida Statute 287.057(3). The notice must include a request that potential vendors provide information regarding their ability to supply the goods and/or services described.
 - (3) Purchases of goods and/or services from a sole source are exempt from competitive requirements upon written approval of the City Manager, or designee and other appropriate City personnel within their expenditure authority as set forth in this section.
 - (4) The request for sole source purchases shall set forth the purpose and need, an explanation why the item will exclusively produce the desired results (or fulfill the specific need) and the criteria. Compatibility to existing equipment shall be an acceptable justification for this exemption, provided the item is only available from a sole source of supply.
 - (5) The user department and/or the buyer shall attempt to locate competition (alternate sources of supply).
 - (6) Procurement staff shall keep a log of sole source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number, which shall be filed with the City Manager and reported monthly to the City Council.
 - (7) Procurement staff shall conduct negotiations, as appropriate, as to price, delivery, and terms.
- E. Special Circumstances: Under circumstances where, after competitive bidding, no bids meeting bid requirements are received or all bids are rejected for failure to meet bid requirements.
- F. Additional Exemptions: The purchase of the following goods and services is exempt from quotes and formal solicitations.
- (1) Water, Sewer, Gas, Electrical and Other Utility Services; Telecommunication Services including, but not limited to, cable television, telephone lines, internet connectivity, data and voice circuits, voice over internet protocol ("VOIP"), cellular/wireless phones, wide area network ("WAN") connectivity, pagers, and wireless adapters for cellular data ("air cards").
 - (2) Postage

- (3) Advertisements
- (4) Membership Fees
- (5) Subscriptions
- (6) Any items covered under the City's travel policy
- (7) Software/Technology Maintenance and Support renewal fees for existing software or technology licenses
- (8) Goods and/or services provided by governmental entities

Sec. 2-26. - Approval requirements.

- A. City Council approval shall be required for all contracts and bid awards, piggybacking awards, and sole source awards with an estimated value greater than or equal to fifty thousand dollars (\$50,000.00).
- B. The City Manager or designee shall have approval authority as follows:
 - (1) Any purchases less than or equal to forty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$49,999.99); or
 - (2) Any purchases of capital items, goods and services pursuant to contracts and bid awards, piggybacking awards, and sole source awards approved by City Council and as set out in the annual budget as adopted by the City Council.
 - (3) Any purchases of capital items, goods and services as set forth in a Resolution adopted by City Council.
- C. Department heads or their designee shall have authority to approve purchases of capital items, goods and services less than or equal to thirty thousand dollars (\$30,000.00), where such purchase does not exceed the item and/or department budget limit.
- D. Emergency purchases shall be accomplished in accordance with section 2-25(B).

Sec. 2-27. - Additional procedures/powers of City Manager.

The City Manager is hereby granted authority to adopt any and all such additional administrative policies and procedures supplemental to the provisions of this division that are in the best interests of the City, and not inconsistent with the intent of this division.

Sec. 2-28. - Disposal of surplus property.

Surplus property may be disposed of by trade, sealed bid, donated, or sold at public auction

depending on the item, its value, or other factors all as may be in accordance with law and City policy. If the surplus property is determined to be only of scrap value or have no commercial value, City staff is authorized sell the surplus property as scrap if possible, or dispose in any other appropriate manner. City Council may approve of disposal of surplus property that has commercial value by any method other than as provided herein.

Sec. 2-29 – Intent to Award and Award Protest Procedures

A. Intent to Award Protest Procedure

- (1) In any case where a bidder wishes to protest the results of an intended disposition of any bid, the following action is required:
 - a. The bidder must file a written protest to the Financial Services Director or designee explaining in detail the nature of the protest and the grounds on which it is based. This protest must be received by the Financial Services Director or designee no later than three (3) business days after the City's Notice of Intent to Award.
 - b. The Financial Services Director or designee shall respond in writing to the written protest in a timely manner, determine whether the protest is with or without merit, and revise the administrative decision or recommendation, if necessary.

- (2) In any case where a bidder wishes to appeal the Financial Services Director or designee's protest determination, the following action is required:
 - a. The bidder must file a written appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three (3) business days after the Financial Services Director or designee's written protest determination. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in the amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the Financial Services Director or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the Financial Services Director, however, in an amount no less than \$10,000.
 - b. Upon timely receipt of the formal written appeal and bid protest appeal bond, the City Manager shall respond in writing to the written appeal, determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.

- (3) In any case where a bidder wishes to appeal the determination by the City Manager, the following action is required:

- a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds on which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Manager’s written response.
 - b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
 - c. The bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present evidence related to the bid protest appeal.
 - d. At the scheduled City Council meeting, City Council will determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.
- (4) Upon receipt by the Financial Services Director or designee of the written protest to the City’s Notice of Intent to Award, the final bid award shall be delayed until the entirety of the protest procedure, as herein described, has been completed.

B. Award Protest Procedure

- (1) Should the City Council make an award to a bidder, other than the bidder selected in the Notice of Intent to Award, the only bidder with the right to protest the award and file a written appeal is the selected bidder identified in the Notice of Intent to Award. A City Council decision not to make an award to any bidder is not appealable. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier’s check or money order made payable to the City of Palm Coast, in an amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the Financial Services Director or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the Financial Services Director, however, in an amount no less than \$10,000. The following action is required to protest an award:
- a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds upon which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Council’s award. At that time, the final bid award shall be delayed until the protest procedure, as herein described, has been completed, unless City Council decides to otherwise move forward with the award.
 - b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
 - c. The protesting bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present their position on the bid

protest appeal and evidence to the City Council.

- d. At the scheduled City Council meeting, City Council shall determine whether the appeal is with or without merit, and revise their prior decision, if necessary, or City Council may, at its discretion, order that the appeal be heard by a Hearing Officer pursuant to Chapter 2, Article III, Division 3 of this Code of Ordinances.
- e. If the City Council refers the appeal to a Hearing Officer, the protesting bidder must attend the Hearing Officer hearing. City staff and the bidder will be provided an opportunity to present their position on the bid protest appeal and evidence to the Hearing Officer. The Hearing Officer will determine whether the appeal is with or without merit and provide a recommendation to the City Council as to whether or not the City Council should revise its prior decision.
- f. The City Council shall have final decision making authority on all award protest appeals.

(2) The bid protest bond shall be forfeited to the City if one of the following occurs:

- a. The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;
- b. The bid protest appeal is determined to be without merit or non-valid by the City Council, or
- c. The bidder who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Officer meeting.

Sec. 2-30 – Local Business Preference

- (1) Excepted as provided in this division or as may be exempted by applicable State or Federal law, a local business preference shall apply to all purchases or acquisitions of products, materials and services of the City of Palm Coast. Local Business Preference applies to persons, firms, and/or corporations residing or located in the City of Palm Coast, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified Palm Coast persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified local Palm Coast business being awarded the contract, at the amount of the submitted quote or bid, if the local Palm Coast vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.
- (2) If the Local Business Preference does not result in the Palm Coast business being awarded the contract, then the Local Business Preference applies to persons, firms, and/or

corporations residing or located in Flagler County, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified Flagler County business being awarded the contract, at the amount of the submitted quote or bid, if the local vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.

(3) Local Business Preference Amounts and Limit are as follows:

- a. Five percent (5%) of the net quote or bid price up to \$200,000.00 as referenced on the quote tabulation or bid price schedule.
- b. Three percent (3%) of the net bid price above \$200,000.00 as referenced on the bid price schedule.
- c. The total local business preference shall be limited to \$20,000.00 for each quote or project.

Example: Local Business Bid of \$250,000 would be provided a Local Business Preference of \$11,500.00. $((5\% \times \$200,000.00) + (3\% \times \$50,000.00))$

(4) To qualify as a Palm Coast person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

(5) To qualify as a Flagler County person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

(6) Local Business Preference shall not apply to:

- a. Purchases that are funded in whole or part by assistance from any federal, state, or local agency that disallows local preference;
- b. Purchases exempt from obtaining quotes or soliciting formal proposals or bids as described in Sec. 2-25. – Exemptions to Quotes and Formal Solicitations.

(7) The local business preference established in this section does not prohibit the right of the City Council or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare

qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

- (8) Application of local businesses preference to a particular purchase, contract, or category of contracts for which the City Council is the awarding authority may be waived upon written justification and recommendation by the City Manager and approval of the City Council.
- (9) The local business preference established in this section does not prohibit the City Council, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the local business preference.

Sec. 2-32 – Public-Private Partnerships

- A. The submission by private entities and the processing by City of public-private partnership (P3) Proposals, whether solicited or unsolicited, shall be in accordance with Section 255.065 Florida Statutes.
- B. The City Manager may establish a reasonable application fee for the submission of unsolicited P3 proposals. If the initial application fee does not cover the City’s costs to evaluate the unsolicited proposal, the City Manager may request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the noticed request. The City may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts. If the City does not evaluate the unsolicited proposal, the City must return the application fee.
- C. The City Manager or designee shall have the authority to decide whether to evaluate any unsolicited proposals. Should the City Manager or designee decide not to evaluate the unsolicited proposal, the City shall return the evaluation fee.
- D. The City Manager or designee shall have the authority to solicit proposals from other parties in accordance with Section 255.065 Florida Statutes for the same or similar P3 concept of any unsolicited proposal, whether or not the unsolicited proposal has been evaluated.

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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance 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 Ordinance

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

Approved on first reading this 21st day of September, 2021.

Adopted on second reading after due public notice and hearing this 5th day of October, 2021.

ATTEST:

CITY OF PALM COAST, FLORIDA

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

WILLIAM E. REISCHMANN, JR., ESQ.

NW



The Public Procurement Guide for Elected and Senior Government Officials



Table of Contents

Quick Reference: Top 10 Things to Know About Procurement	1
Role of Elected Officials in the Procurement Process	4
Ethics	5
What is <i>Procurement Authority</i> and Why is it Important to an Organization?	8
The Strategic Value of Procurement	9
Important Procurement Values and Principles	12
Private v. Public Procurement: Differences and Similarities	14
Typical Procurement Methods and Key Exceptions to Competition	16
Emergency Management and Continuity of Operations	19
The Political Policy Issue of Privatization	19
Social Policy and Contracting Preferences	20

The purpose of this guide is to help elected and senior government officials understand how public procurement can help achieve their goals or get their entity into trouble, and which aspects of procurement deserve management attention. It is written from the perspective of a seasoned public executive mentoring other executives new to the public sector on what is worth knowing about public procurement.

If you'd like to provide NIGP feedback about this guide, recommend revisions or have questions about the principles and practices discussed herein, contact us at NIGPGuide@nigp.org.

Quick Reference:

Top 10 Things to Know About Procurement



1 What is your role in the procurement process?

Be involved in determining the business need, defining the context and background for others, defining the desired performance outcomes, and securing the budget necessary to achieve those outcomes. Then decide on your needed level of personal oversight and engagement while your procurement professionals design and implement the procurement methods for achieving best value and navigate the legal and ethical landscape. Rely on their professional skills and advice. Depending on your governing arrangements, you may or may not be tasked with making a final procurement approval decision.



Tip: Review your entity's procurement policy to confirm the extent of your procurement authority and role in the contracting process.



2 Ethics – Staying on the Right Side.

Some of your day-to-day activities may touch on ethical issues in procurement. Require your procurement professionals to orient you to the conduct, situations, relationships or conflicts of interest that could negatively affect the procurement process, or be perceived by the public as unethical. Declare any conflicts of interest at the beginning of any procurement/contracting-related activity you may be involved with; be conservative and recuse yourself when appropriate. Lead and foster a culture of high ethical standards for public procurement in your entity.



Tip: Ethical behavior in public procurement is grounded in fairness and consistency in all procurement-related relationships, processes and actions. Avoid even the appearance of impropriety or favoritism.



3 Procurement Authority – Why Is It Important to me?

Best practice is to put all procurement processes under the authority of a Chief Procurement Officer(s) who possesses enough independence to ensure good checks and balances. Who gets to make final procurement processes strongly affects how business decisions are made and the quality of the results you get from procurements, so it is important to use people that have professional training in procurement. Large entities may benefit by employing separate CPOs for specialty areas such as Construction or Information Technology. Most entities should establish centralized units for procurement expertise to develop policy and strategy, coordinate purchasing expenditures to gain greater value, and handle complex purchases directly. In turn, procurement

professionals strategically train, monitor and delegate the ability to handle most ordinary transactions to others throughout the entity.



Tip: Organizational structure should place Procurement as an independent function on the same plane as Finance and Legal, with all expected to contribute at a similarly high level.



4 What is the strategic value of procurement to a public entity?

As a maturing profession, procurement has become a broader and more sophisticated discipline that can help your entity thrive if allowed and tasked to do so. In most public entities, spend under procurement authority is second only to expenditures related to salaries and benefits. Procurement has a visibility into the breadth of organizational operations, resource requirements and contractual relationships that lends a unique perspective and strong information base from which a Chief Procurement Officer can contribute to development and achievement of the organization's strategic plan. Wise executives recognize that when procurement is empowered and required to play a strategic role, those professionals can help erase siloed organizational behavior and revise processes to make more fully informed business decisions, achieve coordinated savings and reduce unnecessary purchases across the entity, reduce risks, bring market intelligence to bear on strategies, achieve best value for dollars expended, and maintain integrity. The world of commerce has become much more complex and sophisticated and government cannot afford any antiquated procurement thinking or outmoded processes.



Tip: Expect your chief procurement officer to contribute to strategic and operational planning conversations, serving as one of your internal business advisors.



5 Procurement Values and Principles.

Effective public procurement is grounded in the key values of Transparency, Accountability, Ethics, Impartiality, Service, and Professionalism, but your procurements will be effective only if your entity knows how to implement those values. These values and the principles that flow from them determine how your suppliers and contractors treat your entity, and they affect how the press and public and other government partners treat your entity. Be in the newspaper for achieving good results through effective procurement, not procurement mistakes.



Tip: Require your procurement professionals to ensure your entity makes progress along a spectrum of procurement professionalism.



6 How Is public procurement different from private sector procurement?

Two key differences: transparency and complexity. First, public procurement is founded on the near universal codified principle of fully advertised, open and fair competition, with only limited exceptions. The private sector is generally free to follow whatever methods it chooses; competitive or not, transparent or not. Second, private sector purchasing is simple in the sense that it all boils down to contributions to the organization's profit, notwithstanding any secondary social responsibility goals. In contrast, public procurement is not based on one primary measure and almost always has to balance multiple goals that are often in conflict: speed, low price, quality outcomes, level playing field, social and environmental goals, public transparency and accountability. This is a much more complex work environment.



Tip: *The operating environments for private sector organizations and public sector entities may seem similar, but the underlying law and the accountability standards for procurement are not the same. Do not make the mistake of applying private sector standards to public sector procurement obligations.*



7 Procurement Methods.

If you are involved in procurement decisions, you will want to understand the basic methods for getting what the entity needs; procurement process is not simple or "one-size-fits-all." Most procurement methods rely on public competition, and are tied to dollar thresholds. The higher the value, the more formal and fully open the procurement, and the more likely that multiple factors will contribute to the award decision, not just lowest cost. Emergencies and true sole-source situations are typical exceptions from competition. The legislative trend is toward creating laws that grant procurement professionals more flexibility to create and implement innovative and intelligent contractor selection methods and contract arrangements, rather than prescribing overly specific "recipes" within statute or code. Within all the procurement methods, seemingly minor details and decisions can have a profound impact on the outcomes of the procurement, highlighting the need for your entity to possess strong procurement expertise.



Tip: *Seek out procurement professionals with nationally recognized procurement-related certifications. Examples: CPPO, CPPB, CPSM, C.P.M.*



8 Emergency Management and Continuity of Operations.

These topics are among your basic management responsibilities. Remember that procurement offices can help you - they have an important role in disaster preparedness, and in supporting the logistics of disaster recovery efforts for emergency events such as severe storms, floods, fires, epidemics, and crime events.



Tip: *Involve procurement professionals in your continuity of operations plans.*



9 The Issue of Privatization.

Is outsourcing (using the private sector to deliver government services) or privatization (turning over public functions completely to the private sector) a good idea? Public-Private Partnerships, Outsourcing, and Privatization can be controversial, but can be smart choices under the right circumstances. Any decision to follow one of these avenues should assess all tradeoffs and demonstrate net value to the public, and all drawbacks and challenges should be well-addressed during early planning.



Tip: *Procurement professionals must be included in outsourcing decisions because they have key skills and tools for analyzing the positive and negative issues.*



10 The Issue of Social Policy and Contracting Preferences.

Procurement officials should make doing business with the government easily accessible to all interest groups. A live issue is whether public procurement should go further, to advance several possible categories of social policies. For instance, public procurement can be an effective catalyst for spurring specific complimentary economic development, and for advancing environmental/sustainability goals, and procurement professionals can advise on the best means for implementing chosen policy goals. Trying to provide an economic boost to local businesses through "buy local" requirements (such as mandating they receive a scoring preference) deserves caution - there is no good research to confirm whether such favoritism works or whether the benefits outweigh the costs. Local preferences can be politically and technically hard to implement and administer, and retaliatory "reciprocal preferences" from other jurisdictions may hurt your businesses more than they are helped.



Tip: *Procurement professionals must be included in decisions on social policies and contracting preferences because they have key information on the positive and negative issues.*

If you are interested by the issues above and wish to drill deeper for pragmatic advice, an expanded version of each issue is presented in the following sections. Use these issues as conversation starters with your procurement professionals about actions your entity should take.

NIGP: The Institute for Public Procurement

The Public Procurement Guide for Elected and Senior Government Officials

The purpose of this guide is to help elected and senior government officials understand how public procurement can help achieve their goals or get their entity into trouble, and which aspects of procurement deserve management attention. It is written from the perspective of a seasoned public executive mentoring other executives new to the public sector on what is worth knowing about public procurement.

Copyright 2016. NIGP: The Institute for Public Procurement. All rights reserved.
ISBN 978-1-932315-52-3

1. Role of elected officials in the procurement process

The Highly Abridged Version:

Hire the best procurement professionals and, wherever feasible, use them to handle all procurement functions possible.

Your current procurement rules and procedures may call for you to make certain decisions during the procurement process. In a smaller community you may have the responsibility for making award decisions, making final decisions on protests, and signing contracts. In larger entities your involvement may be confined to approving large dollar value awards.

When you think about the basic expectations of good government and its handling of money, they call for systemic checks and balances in the request-approval-release of payments to prevent embezzlement. Realize the expectations for procurement decisions also call for similar types of separation. A public official should maintain an “arm’s length” distance from any elements of the procurement transaction not formally required of the official. Wherever feasible, consult with or delegate decisions to professionals who know how to navigate the legal and ethical landscape associated with obligating your agency in contractual relationships and who can design and implement the methods for achieving best value. For officials who wish to be as involved as possible, procurement professionals can guide you about appropriate and problematic actions for each separate procurement.

You are likely to be involved during budget planning and adoption for expenditures that will be handled as A) public procurements or B) handled through other (non-procurement) types of public contracts such as grants or intergovernmental agreements. If you are so involved, it will be valuable for you to use your leadership to make sure all expenditures are subjected to a good “business case” and a good risk analysis. All executives and your procurement staff should have a good grasp of the methodology for preparing a business case – a business case is a structured basis for comparing alternatives and making a wise choice from among them (see resources for more explanation). And someone needs to be proficient at risk analysis and risk management, whether they are in your procurement staff, legal staff or are specialized risk managers. Both business cases and risk analysis can be very simple for simple situations, and very complex for complex situations – you want people who know how to conduct these analyses efficiently to match the situation, and you really want everyone to make the wisest decisions to get the desired results and avoid problems. Your role includes finding experts on business cases and risk analysis and using them.

2. Ethics

The Highly Abridged Version:

Do nothing to compromise the appearance or reality of fair treatment and opportunity for all who would do business with your entity.

There are established principles to guide your actions, and those of all employees, but procurement is complex and the details can be very tricky. Rely on your procurement staff to be your professional guides.

There are several areas to learn more about: Bribery and Kickbacks; Gifts and special deals; Conflicts of Interest; Disregarding law or policy; Lobbying; Supplier personal relationships; Confidential information.

The importance of public trust and the mandate to lead given by the public cannot be overstated. Leadership credibility is fundamental to the public's willingness to support government agencies and their leaders. Elected officials and employees involved in the procurement process know that acting in a manner consistent with the values and principles of the public procurement profession is essential to preserving the public's trust and mandate (see the later section on values and principles).

“Public confidence in the integrity of the government is indispensable to faith in democracy, and when people lose faith in the system, we lose faith in everything we fight and spend for.”

Adlai Stevenson, Governor – Illinois, 1952

Your leadership is shown through your own personal actions, and by how you lead others to act:

- Act and conduct business with honesty and integrity, avoiding even the appearance of impropriety. The public expects that public officials will serve only the public interest, refraining from anything that enhances or appears to enhance self-interest.
- Maintain consistency in all processes and actions. The public and firms doing business with your entity need to know they can count on you to be steady and even-handed.

- In all actions, reflect the values of the public procurement profession:
 - Accountability
 - Ethics
 - Impartiality
 - Professionalism
 - Service
 - Transparency

But while these action standards sound simple, the details behind them can be surprisingly tricky. Procurement has become a very complex function in both the private and public sectors, and specialized training and expertise are essential to avoid problems. That's why, as an elected official, it is vital to put the most qualified procurement professionals you can find in charge of all the procurement processes.

While some entities are large enough to enjoy a dedicated ethics officer and an ombudsman for the public, all entities can rely on procurement professionals to highlight situations and behaviors throughout the entity that compromise ethical procurement practice, and to create work structures, procedures and personal action standards to eliminate such compromises. But those improvement efforts will work only if they receive organizational support - your leadership is essential.

A few categories of ethical situations to reflect on include:

Bribery or Kickbacks

Bribes or kickbacks, whether in the form of cash, gifts or other *quid pro quo* from a supplier/contractor to explicitly influence a contract award are blatant forms of corruption. The ultimate responsibility for such actions falls on elected and senior officials.

Conflicts of Interest

Though less obvious than bribes and kickbacks, conflicts of interest behaviors are equally corrupt. Conflicts of interests occur when there is an attempt to influence the awarding of contracts to individuals or businesses when such an award would result in financial or other benefits for the public official or family member. You and your employees must avoid activities that present conflicts of interest, whether perceived or actual, or you will face the political and practical fallout. That statement is obvious, but because the activities can be subtle, people can easily get into conflicts without realizing it, or because they think no one will notice. You need people you can rely on to identify and constructively rectify these situations. Procurement professionals can give you the details needed to help create a culture of integrity.

Gifts and special deals

Prospective or current suppliers/contractors may offer gifts or favors or discounts or special deals to you or to employees of your entity, with the implicit expectation of getting government business in return. Government ethics laws are likely to address these situations and you are well-advised to check into the details of those laws; however, from an ethical standpoint, no elected official or government employee should receive any benefit from a supplier because of their government position. The undeniable implication is that favoritism is expected in return. Procurement professionals are almost certain to have substantial training in this area, and are one of your very best resources to advise how to avoid or resolve unethical situations.

Failure to comply with Law and Policy

Our human tendency is to work around anything we perceive as cumbersome or unnecessary (whether the perception is true or false), including procurement regulations and policies, rather than work hard to make the rules practical and valuable. However, making an “end run” around procurement laws is not only unethical, but it backfires way more often than it helps. Sometimes the failure to follow policy and regulations only causes small problems and losses; sometimes the failure leads to extreme problems. Why would you put up with any problems or losses, regardless of extent? Your constructive option is to set the expectations that all procurement policies must be crafted to be streamlined and effective, must be written down and read by all, and that all employees will follow those measures because it is both smart and ethical to do so.

Lobbying

You already know how much elected and senior officials are lobbied by individuals or firms that seek to influence budget and procurement decisions, e.g., trying to get you to pursue one alternative over another, in an attempt to benefit their clients. Lobbying can be a valuable source of information for the elected official if conducted within a transparent framework. One problem is getting balanced information from other points of view so that you can make the best substantive decision. Another potential problem is the perception that your decision process is unfair or unwise.

When interests come to lobby on procurement matters, is wise practice to either meet with lobby interests only with your procurement officer present, or refer the lobby interest to the procurement department to handle. The procurement department will be a neutral resource for information gathering and analysis from all special interests. This is the best way for your entity to capitalize on the information while protecting you and your entity from accusations of conflict of interest.

Supplier relationships

Supplier relationships are important; suppliers may offer suggestions or to assist in achieving procurement efficiencies, cutting costs, identifying new technologies or solutions, and in producing more effective solicitations. Just like other lobbying interests, suppliers are motivated to offer these benefits because they reasonably hope or expect that the relationship will benefit them. And just as with other lobbying interests, your challenge is to ensure your entity gets balanced information from other points of view so that you can make the best substantive decision, and also demonstrate to anyone that your communications and decision processes are fair and wise.

Direct all supplier contact through your procurement professionals - they are trained to treat suppliers equitably and consistently, and meet the supplier’s needs. Procurement offices also must maximize communication during the process - effective communications with suppliers is crucial to achieve best value and desired outcomes. It’s not okay for a procurement office to be ignorant of emerging trends or market dynamics because they think they have to keep suppliers at arm’s length. And when you have ongoing supplier relationships that you view as partnerships, keeping open lines of communication is essential.

Confidentiality

As a public administration official, you may have access to procurement and other nonpublic information that could affect a contract bid or the award process (e.g., upcoming procurements, bid prices; evaluations and/or recommendations). You should consult with your procurement staff before releasing any such information from your office, or you could have your procurement department handle information releases directly.

One last piece of advice about ethics is to actively create, model, and share the ethical culture you want for your entity. Train and prepare your employees for the procurement ethics situations described above. Make your ethics laws and policy known on your website, in your procurement documents, and through outreach to your suppliers.

3. What is procurement authority and why is this important for an organization?

The Highly Abridged Version:

Centralizing authority for procurement decisions in a Chief Procurement Officer is an essential ingredient for coordinating a system of smart procurement decisions.

Power structures are one of the most important factors affecting an organization's operations - deciding who wields authority to control public procurement is one of the key issues underlying how well your entity can conduct its procurement activities. If you want your entity to handle procurement at an adequate level, and especially if you want your entity to improve its procurement activities beyond adequate, authority to procure must be arranged so that your entity can become more coordinated, strategic, and professional.

Procurement authority includes the power to control the choice of sourcing methods, the management of sourcing activities, and the conduct of contract negotiations. It governs who is responsible for making decisions on suitability and quality issues while developing, administering and modifying procurement documents and actions. Final contract award and signature authority can be held by governing bodies or elected officials, or sometimes delegated to a Chief Procurement Officer.

From the lessons learned in public administration, and what NIGP recommends, is that procurement authority should be centralized in a Chief Procurement Officer (or multiple specialized CPOs, such as for Construction, or Information Technology) and her/his professional staff. Procurement professionals should hold and retain strong primary responsibility for **procurement control/planning/QA/compliance/coordination**. At the same time, a good portion of routine **purchasing activity** like purchase-card purchases and fill-in-the-blank contract release orders and catalog orders should be delegated to different types/levels of staff throughout the entity, along with training and establishment of streamlined compliance checks.

In government, procurement almost always has to balance multiple goals that are often in conflict: speed, low price, quality outcomes, level playing field, social and environmental goals, public transparency and accountability, risk management, and effective contract management to achieve the needed results on time and budget. The adept synthesis and balancing of entity business needs with market conditions, available solutions, legal requirements and other procurement interests demands a higher level of cross-functional awareness and practice than is generally found in an organization's operational departments - they have a different immediate focus and generally are not in a position to make the completely informed decisions necessary for strategic procurement value without coordination by people who possess specialized procurement expertise. Procurement professionals are trained to see and deal with these cross-functional connections and implications, but must possess central procurement authority for the entity to achieve procurement coordination. Similar to other specialized business support functions, a mature organization will want a professional procurement department that has specialized knowledge of public procurement principles and can lead the organization to implement effective processes and best practices.

4. The strategic value of procurement

The Highly Abridged Version:

Why is this subject important? In most government entities, procurement expenditures are second only to salaries and benefits, so effectiveness and savings through good procurement can be critical to the success of your mission.

How can your entity become more strategic? Make sure that all your activities clearly lead to mission-aligned outcomes – many decision processes contain steps that are unnecessary or interfere with effectiveness. Also, fully informed procurement decisions rely on a large array of information – get the right people to share the right information at a time when it can make a positive difference.

Who will be involved? Everybody who affects procurement or is affected by it. Find people who can design and implement change and give them the support they need.

What are the improvement areas? Two main improvement goals: make each individual procurement more successful and coordinate across all procurements. Focus on:

- More effective use of technology
- Entity needs analysis, focusing on procuring the most mission-critical things
- Improved “market research”
- Better “business cases” and cost-benefit analyses of alternatives
- Implement more sophisticated contractor selection methods
- Negotiating – getting better at when and how to do it
- Contract writing tailored to the situation
- Improved risk management and contract administration.

WHY Is this subject Important? Procurement today happens in a world that is getting more complex and sophisticated, and everything around government expenditures needs to keep up. The challenge of complexity is compounded when government revenues and resources are always less than what your mission demands. The result is that most government entities need to do a better job with the effort and money they spend on procurement and outsourced program delivery. Strategic procurement is an integrated campaign over time involving the whole organization – it is the opposite of a series of disjointed individual purchases. Strategic value begins to grow when an entity shifts its focus from reactive, transactional, lowest-price purchases to proactive, best value procurement actions. The main improvement goals are to make each individual procurement more successful and to achieve the benefits of coordinating as much as possible across all the procurements.

- A. Individual procurements fail usually because of poor planning decisions, or in poor performance by the contractor/supplier and poor contract administration by entity staff failing to catch (and sometimes contributing to) performance problems. It is relatively rare for “front page” problems to arise from the selection and purchasing/contracting steps.
- B. The collective procurement activity of your entity can be uncoordinated, and therefore more wasteful and problem-ridden than it should be. Human nature being what it is, people in the entity can be shortsighted and not want to invest effort in getting coordinated, and may even cover up problems, or fail to recognize them.

Your leadership opportunity is to work with your procurement professionals to assess where your entity falls on the spectrum of “procurement maturity,” and to devise actions to move your entity towards more professionalism (and therefore benefit). The private sector, in general, recognized the contribution to the success of the entity that good procurement produces, sooner than the government sector, and has devoted more resources than government to improving procurement because it is such a ripe area for achieving benefits – but government needs those benefits just as much.

HOW can your entity become more strategic around procurement? First, work on making sure that all your activities are clearly tied to the outcomes you want from procurement. The processes and actions people create for making and implementing procurement decisions should lead to the desired outcomes, and if your entity is falling short of its desired outcomes, the design of the processes and actions need to change. It’s primarily the processes (not people’s individual performance) that drives the outcomes.

The processes we are talking about are those that lead to fully informed decisions about choices and actions that will lead to the desired outcomes. Procurement decisions rely on a large array of information, some of which comes from program managers and program staff (including information from outside stakeholders), some from procurement staff, some from finance, legal and fiscal staff, and some from potential contractors/suppliers. Effective decisions can only be made after getting all these people to share the right information so it can be considered before the main decisions have been made. Success comes from figuring things out before making a decision, not making a decision and then hoping others will figure out how to make it work.

Second, in addition to making sure the processes achieve the outcomes, processes generally also could use a good trimming, as they tend to grow and become convoluted over time. Ask your staff to map out the steps and functions they follow, looking to eliminate or transform every step that does not add solid value.

WHO will be Involved in a shift towards more strategic procurement? First, public entities need procurement people with critical thinking skills and expertise to design the organizational changes and improved strategies needed to keep up with today’s procurement environment. Expect your procurement professionals to possess the knowledge and skills necessary to identify the important goals, turn them into actionable objectives, and effectively communicate them to everyone affected.

Second, acknowledge that everyone connected to procurement must participate in changes and making the changes part of the standard operating culture. That means people in most areas of your entity. The move toward strategic procurement involves partnerships that likely will include legal, financial, IT, HR and program staff. One of your challenges is to provide the authority and support they need so the entity can make and sustain the desired changes.

While talking about the people who need to work together and get things done in your entity, this is a good place to mention that changing demographics are showing that newer employees may be less likely to stay in one job or organization for a long time, compared to earlier times. That means that entities should devote more effort to creating institutional knowledge - structures or practices to transfer procurement knowledge that formerly were attained only through long experience.

WHAT improvement areas can the entity work on? Obviously, procurement strategies must align with the vision, mission, values and goals of the organization and also meet the needs of the community and key stakeholders, but if they are not currently aligned, it will take some initial hard work to get them in alignment. Improved procurement strategies must be designed proactively with the involvement of all levels and units of the public entity. A few aspects where empowered procurement professionals can work with others to help their entity make better decisions and get more value from their own procurements and contracts are through conducting:

- More sophisticated entity needs analysis and planning, which focuses effort on the procured goods and services that are mission critical to the entity. Data management and spend analysis techniques can help avoid duplication, rogue spending and maximize volume discounts.
- Improved “market research” to identify a complete range of delivery alternatives and their basic feasibility, which avoids narrow minded or short-sighted decisions. Procurement staff must work hard to stay current on marketplace conditions and all staff must not miss innovative solutions appearing in the marketplace.
- Better cost-benefit analyses of those alternatives, to make the highest value choice that aligns with the entity’s goals.
- Better documentation of the business case for top alternatives, to fulfill the need for transparency and accountability, and also help others learn how to make solid decisions.
- More sophisticated contractor selection methods aimed at achieving:
 - a match to market conditions specific to the purchased service or product,
 - greater competition/better prices or value,
 - continuity of supply and easier administration,
 - best fit, better service and outcomes, and fewer problems.
- Negotiating – getting better at when and how to do it.
- More sophisticated contract drafting; a good contract helps keeps things on track and provides answers if problems arise.
- Making sure staff have both the time and expertise necessary for risk management and contract administration, which, along with selection of the best supplier/contractor, are the strongest factors for keepings things on track and getting good results.
- More effective use of technology. Electronic processing can reduce the wait time to purchase goods and services, and reduce overhead costs of those transactions. Integrated systems can track spend data, affording wider and more immediate data reporting capability than manual or siloed systems. Data that is easily accessed and understood is essential for understanding and managing the entity’s expenditures, and supports transparency and accountability.

5. Important Procurement Values and Principles

The Highly Abridged Version:

Bedrock values and principles to guide public procurement have been established by NIGP, but their usefulness comes only through detailed understanding and an organization-wide commitment to working in partnership with each other.

To achieve an ethical procurement culture and realize the strategic value of procurement, an entity will be guided by discrete values and principles. NIGP: The Institute for Public Procurement adopted the “Values and Guiding Principles of Public Procurement” in 2010. They are: Accountability; Ethics; Impartiality; Professionalism; Service; Transparency. What do terms like these mean in public procurement and what importance are they to you as an elected or senior official?

Transparency and Accountability

NIGP’s value on “Transparency” states that transparency means “Easily accessible and understandable policies and processes...essential to demonstrate responsible use of public funds.”

“The liberties of a people never were, nor ever will be, secure when the transactions of their rulers may be concealed from them.”

Patrick Henry

The principle of transparency in public procurement is based on the premise that, without transparency, there cannot be a corruption-free procurement system. Procurements in the public sector are reported publicly and can be scrutinized by the public, while private sector procurement information is generally closely held to maintain a competitive advantage. Not recognizing this fundamental difference may help explain why some public officials fall into ethics violations or other problems.

Another aspect of transparency is ensuring that any potential supplier can easily find out how to seek business with your entity, and have the same access to information that all others have.

“One of the chief virtues of a democracy... is that its defects are always visible and under democratic processes can be pointed out and corrected.”

Harry S. Truman

In addition to those purposes, transparency is also linked to the value and principle of Accountability. Transparency in procurement means easy access to understandable documentation of our procurement actions, so that everyone can hold the entity accountable for making good program decisions about alternatives for achieving outcomes, and about the effectiveness of specific purchasing decisions. Accountability for procurement decisions primarily revolves around sound business judgments, smart assessment of market conditions, arranging for good competition and making the best selections, and compliance with laws and regulations; which all lead to the desired outcomes. Recognize that effective management philosophy is focused on whether the entity is making good decisions about those things; it is not a “gotcha” focus on individuals, since most decisions are a result of either effective or ineffective processes for collecting information and comparing perspectives. Organizational learning and progress depend upon having helpful procurement documentation that is easily accessible and examined often. In other words, that sentence means you can’t get better if you have no awareness about what is going well or poorly.

Some best practices related to Transparency:

- Create and maintain complete and modern policies, procedures, and records.
- Provide easy access to those policies and records.
- Constantly improve easier and wider access to government contracting opportunities.

Ethics and Impartiality

Because of its importance and complexity, Ethics is introduced in its own section above. Impartiality is closely related, and defined as “unbiased decision-making and action...essential to ensure fairness for the public good.” While this involves eliminating conflicts of interest for you and your employees, impartiality is primarily exhibited by the way your entity treats prospective and existing suppliers/contractors. For instance, during each procurement, the entity must take action to create a level playing field:

- Advertise widely rather than targeting to exclude undesired competition.
- Describe your entity’s needs and requirements in terms of outcomes, and not focus on prescriptive specifications that reduce competition and innovation.
- Eliminate personal and institutional bias from all decisions.
- Balance competing interests among stakeholders and document the chosen rationale.

Professionalism and Service

Professionalism is linked to the previous sections on Strategic Value and the arrangement of Procurement Authority. You should ask your procurement professionals exactly how they implement the principles of professionalism that they are expected to pursue in your entity.

Those principles are:

- Be led by those with education, experience, and professional certification in public procurement.
- Continually contribute value to the organization.
- Continually develop as a profession through education, mentorship, innovation, and partnerships.
- Develop, support, and promote the highest professional standards in order to serve the public good.
- Seek continuous improvement through ongoing training, education, and skill enhancement.

Service includes the following principles:

- Be a crucial resource and strategic partner within the organization and community.
- Develop and maintain relationships with stakeholders.
- Develop collaborative partnerships to meet public needs.
- Maintain a customer-service focus while meeting the needs, and protecting the interests, of the organization and the public.

There are two aspects, or levels, to all the principles bulleted above. On one level, those principles are the responsibility of your procurement professionals and apply to their activities. At the same time, it's not just up to them - the entire entity is responsible to implement those principles to their procurement related activities. Procurement professionals can come up with plans for achieving them, but implementation is a partnership with all units within the entity.

6. Private v. Public Procurement: Differences and Similarities

The Highly Abridged Version:

Many aspects of public procurement are controlled by legislative statutes; private sector entities are free to follow their own policies and methods.

Where choice is allowed, public procurement exists in an environment of multiple competing goals - goals for the entity and goals for the public - which can be a difficult balancing act. Significant differences exist for procurement in the public sector as compared to the private sector. If you are not familiar with procurement, and especially if you are new to the public sector, it is important to become aware of these differences as a basic part of government operations.

What is the big deal about Competition? Public procurement is founded on the near universal statutory requirement for fully advertised, open and fair competition, with only limited exceptions. The private sector is free to follow whatever methods it chooses; competitive or not, transparent or not.

Why is open competition one of the key principles for government procurement? Historically, when government and private purchasers were allowed to select suppliers of good and services based on subjective discretion, that led to bribes and other corruption. Even when corruption was not a factor, there are many stories about picking goods or services that were either a bad price or turned out to be spectacular quality failures. Fair and open competition came to be seen as a good way to combat corruption and also get good prices, and the concept of including specifications for quality was added to make sure the desired quality outcomes were achieved. These principles were so successful that they became widespread law throughout the public sector.

Selection based strictly on the lowest bid has its own set of limitations and drawbacks, and in modern times, procurement methods have evolved to look at all the factors (beyond just price) that add up to good value, but they are still based on the same principle of using market competition to illuminate the best choices.

The beauty of relying on competition for government business is twofold: it provides the incentive for bidders to propose the greatest possible value they can deliver, and it provides objective, comparative market information that helps the government entity determine whether it is getting the most value possible. That is, the best alternative will appear through competition; or another way of looking at it is that competition is a good way of testing whether an alternative is really the best or not. Because of that, whenever someone says “oh, competition isn’t necessary; I assure you this solution is the best available,” the best response is that if that solution really is the best, competition will prove it. For this reason, recommended practice is to go beyond the minimum requirements for public competition and make it a policy to conduct procurements through competition whenever practicable.

At the same time, it is true that there are some common sense exceptions to conducting competition, explained in the later section on procurement methods. It is also worth remembering that when it comes to public sector procurement methods, they are prescribed by legislative bodies, not procurement managers. As a result, allowable methods tend to be standardized, constrained and rather slow to react to changing conditions in the world. Private sector procurement methods are decided by each company or delegated manager, can vary widely, and can adapt to changing conditions quickly.

Multiple goals. The second most apparent difference between public and private sector procurement is that private purchasing is simple in the sense that it all eventually boils down to contributions to that entity’s profit. In contrast, public procurement almost always has to balance multiple goals that cannot be tied to a single measure like profit, and are often in conflict: speed, low price, quality outcomes, level playing field, social and environmental goals, public transparency and accountability, and being averse to risk. This is a much more complex work environment, involving more difficult and subjective analyses of what is important, more negotiation and communication effort to balance tradeoffs, more complicated solicitation and selection methods to meet multiple goals, and more complicated contracts. Expectations and regulations around ethics, fairness and transparency are generally much greater. Procurement cycles are longer. There are many more stakeholders.

In addition to the differences between the public and private sectors, there are some similarities worth recognizing:

Sustainability – the triple bottom line orientation. Increased integration of sustainability values and goals into strategic plans has expanded the traditional definition of “bottom line” from a singular focus on profit and loss to embrace social, economic and environmental costs. This is an area where government has led in the establishment of the desired values, but as social and environmental issues have become part of good business for everyone, the private sector has in many cases gone beyond the government in developing the most effective means for implementing those values. Both sectors are expected to do more, and to cooperate more.

Growing sophistication. As mentioned in the section on the strategic value of procurement, both the general marketplace and the practices of procurement are changing at faster rates and becoming even more complex. Sourcing strategies rapidly evolve, and must be tailored for specific products or services and their marketplace. Planning decisions are being guided by strategic sourcing models, and total cost of ownership and cost-benefit analyses. There is a greater focus on balancing many factors to achieve “best value” and more emphasis on negotiations and longer-term “partnerships”.

7. Typical Procurement Methods and Key Exceptions to Competition

The Highly Abridged Version:

What are the three common levels of public competition? Below a certain dollar threshold, you can select a provider without needing to conduct any competition. In a middle range, typically you have to seek at least 3 quotes. At a higher dollar level, advertised and fully open, formal competition is required.

What are suppliers competing over? The two main types are *price* and *qualifications to perform*. Other values can also be included. “Best Value” methods include all your important values.

Are there exceptions to competition? Two customary exceptions included in most procurement laws are Sole-Source and Emergencies.

Does “cooperative purchasing” make sense for us? Being able to utilize a contract already established by another public entity (*aka* “piggy-back”), or to subscribe to a joint cooperative procurement established for multiple entities, may save administrative time and leverage the greater purchasing power of a “cooperative contract” to achieve lower prices.

Typical Procurement methods, and the need for competition.

The basic types of procurement methods are fairly similar across our country, particularly around the need for full and open competition. While they are the same in substantive characteristics, the labels or names for these methods can vary a lot.

- **Small direct purchases/no competition:** Most government entities adopt a low dollar threshold that allows for direct purchases without a required effort to conduct any competition (competition is encouraged but optional). Dollar levels for that threshold vary considerably, and usually are a balance between efficiency and the public's expectations around opportunities to bid and getting low prices through competition. The upper dollar thresholds for this "small purchase" method typically fall within a range from \$2,500 to \$25,000.
- **Informal, or "3-quotes" competition:** There is often a middle ground where competition is required, but follows relatively streamlined and informal procedures around how many potential providers are contacted (typically 3 quotes minimum), how long to advertise/allow for bids or proposals, and whether to use other administrative procedures like providing a right for a potential provider to protest the government entity decisions. Upper dollar thresholds for this intermediate or informal range typically vary from \$75,000 to \$250,000.
- **Full formal competition:** At some established higher dollar level, the full, formal competition method gives full published notice to the public about a contracting opportunity, gives adequate time to prepare bids or proposals (typically 14 - 30 days minimum), may give potential suppliers a chance to challenge the relevance and fairness of the advertised requirements, and always gives them a chance to protest the government's selection of provider if something is improper.

Since more care should be taken when there is more money or complexity at stake, often these dollar thresholds are tied to requirements for involvement or review by people in risk management, finance, information technology, or legal.

Governing bodies are trending toward raising dollar thresholds regarding the need for competition because of the benefits from streamlining, and perhaps because of trust in their procurement professionals. Procurement officials ensure contracts are distributed and awarded fairly over time within the expanded small and informal ranges.

What is Competition based on? Price and Qualifications.

There is another basic aspect to procurement methods besides the level of competition tied to dollar thresholds, and that is the rationale for selecting a potential supplier. The two most simple categories for deciding who gets a contract are A) the lowest-priced supplier gets it, or B) the most suitably qualified supplier gets it.

For much of U.S. history, government relied heavily on the simple low-bid selection method (Invitation to Bid or ITB). That method can result in mild to severe drawbacks when quality, timeliness, continuity of supply, environmental impact, and a host of other important goals get excluded from the selection decision.

Officials experiencing these drawbacks developed methods like the Request for Proposals (RFP) that consider performance qualifications of the potential supplier and their proposed approach for meeting the government need. Price may be a small or large part of the selection considerations. There is another method for architects and engineers that restricts the government to only considering qualifications and project approach, and price doesn't get discussed until negotiations with the selected supplier. Other methods have developed in the construction industry, such as Design-Build, Construction Manager/General Contractor, and others, and are gaining in use. Many of these require specialized expertise on the part of your procurement officials.

A more current trend in procurement laws and methods is to seek Best Value, by allowing the public entity to include all the factors that it finds to be relevant and important to achieving “value” in its broad meaning. Governing bodies authorize procurement officials to determine the most suitable method to achieve the entity’s values and goals. This is the approach supported by NIGP and recommended by the American Bar Association Model Procurement Code, now adopted in whole or in part in most states and thousands of local governments.

Exceptions from competition.

Since public procurement competitions require time and effort, officials are often interested in the few exceptions to competition. In addition to the small procurement or direct contracting method, there are two other customary exceptions included in most procurement laws: Sole-Source and Emergencies. Emergencies, with their need to respond more quickly than competition allows, are intuitively easy to understand. Sole-source means that competition would be fruitless when the need can only be met by one provider. The concept itself is intuitive, but its application can be controversial because it may rely on competing subjective interpretations about whether there truly is only one provider. Procurement officials are the best trained people to determine whether there is only one or more than one provider, and within an entity they should be the one authorized to make this judgment call. It is a common temptation for people to abuse this method to simply get what they have assumed is the best product or service, but that runs directly counter to the principle of relying on competition for proof instead of making personal judgment calls.

There is another area of procurement that is an exception to competition – jurisdictions may adopt social policies that set up direct contracts to certain nonprofit corporations that typically assist those with a disability, the blind, etc. Others have social policies regarding the mandatory use of inmate labor for certain contracts. Some jurisdictions may adopt policies that prescribe limited competition; these are usually described as “set-aside” programs where only a certain class of bidder/proposer is allowed to compete for a certain class of contracts. Each of these policy options has effects on the competitive market for government business; for instance, opponents to such policies may frame them as hurting “regular” business. Potential effects should be explicitly considered during the policy process, and procurement professionals can help analyze the impacts – also see the later section on “The Issue of Social Policy and Contracting Preferences.”

A brief mention of cooperative purchasing.

Cooperative Purchasing in general refers to the practice and ability for one government entity to “tap into” a competitively solicited contract established by another entity, or joint cooperative procurements established on behalf of multiple entities, and directly purchase from one of those contracts without having to start from scratch by conducting their own separate competition, selecting a provider, and creating their own contract. This saves administrative time and money, and cooperative contracts often can leverage collective purchasing power into lower prices. They are usually viewed as options or alternatives to conducting one’s own procurement. Many, but not all procurement laws allow this practice. Some laws count the other entity’s competition as sufficient, some only allow this if your own entity was a co-partner in the original competition, and others do not allow this at all. These policy choices about the required participation in competition are legislative judgments and there is no definitive best policy practice on this detailed issue. More generally, procurement professionals should have the knowledge and skills to assess the benefits, as well as the costs and limitations, of using any given cooperative contract.

8. Emergency Management and Continuity of Operations

The Highly Abridged Version:

A basic responsibility for elected officials is emergency preparation and response. Procurement is a key component of both phases.

An important best practice for public entities is to include the procurement department on the continuity of operations and emergency and disaster management teams. Procurement offices have an important role in preparing for and supporting the logistics of disaster recovery efforts for emergency-related events such as severe storms, floods/fires/earthquakes, epidemics, and crime events. Emergency purchases may be needed due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk. Usually formal competitive bidding procedures can be waived. Your procurement department will likely know of federal emergency funding parameters, compliance issues, and contract options that can be employed during response and recovery periods. Procurement staff have access to resources to describe their role in emergency operations centers, to set up “pre-positioned” contracts, and how to utilize and support local vendor relationships.

9. The Political Policy Issue of Privatization

The Highly Abridged Version:

Outsourcing, privatization, and use of public-private partnerships are always complicated and can be contentious. Procurement professionals are essential consultants on these issues.

Outsourcing (turning to the private sector to provide things previously provided directly by the government), and **Privatization** (divesting a government function nearly completely or completely) are attention-getting policy choices that typically are driven by political considerations.

Public-Private Partnerships (which fall along a spectrum where the partners allocate their obligations, resources, and risks/rewards in order to help the public entity achieve things it cannot on its own), are ostensibly less about politics and more about innovative selection and contracting methods, but they also can have political aspects, especially when private money is borrowed to finance public assets, or when they are misused to sidestep competition and transparency.

Are any of these policy choices a good idea from a financial stewardship perspective? They should be selected only after assessing all relevant trade-offs, and any of these choices must

demonstrate net value to the public. Procurement officials' training includes knowledge and skills for analyzing these types of issues, and you should include them when considering any of these choices.

Procurement officials are also usually charged with implementing these choices effectively, and if they do not possess the appropriate expertise in-house, will be able to find the outside resources necessary for the public entity to handle the often-complex business, legal and contractual aspects.

10. Social Policy and Contracting Preferences

The Highly Abridged Version:

Procurement policies are a possible tool for affecting social policy – sometimes effective, but too often misapplied.

Elected officials often are concerned with issues having social, economic, and environmental fairness and sustainability implications. Some seek to use the power of public procurement as a means to advance social policy. Even within procurement there can be several potential approaches to advance a given social policy. Whether the approach provides direct or indirect support, some are more effective and some are more problematic - all can be controversial.

Public procurement *can* be an effective catalyst to spur specific economic development, promote the availability and use of environmentally preferable products and services and advance other sustainability-related goals (such as elimination of human trafficking and slavery from supply chains, for example). Further, some entities have implemented procurement policies to correct structural imbalances affecting minority-, woman- or veteran-owned businesses, qualified rehabilitation services for disabled/challenged persons, or to stimulate the local economy through a “buy local” initiative.

For many entities the results of these policies have established a new status quo for their jurisdictions and would likely be considered appropriate and, for the most part, successful applications of procurement policy to positively affect social change. Too often, though, manipulating procurement practice to address a social issue negatively impacts competition or inadvertently creates new system imbalances that prompt claims of “preferential treatment” or favoritism. This creates a contracting environment at greater risk for supplier protest or legal challenges that impede agency efficiency and effectiveness. As mentioned in section seven on procurement methods, some jurisdictions adopt exceptions to competition by directing contracts to targeted, favored types of businesses; or they adopt a partial exception to competition by designating certain types of contracts or certain sets of money that are “set aside,” and only the favored class of businesses are allowed to compete for that business. These approaches can be characterized as *direct support*.

In contrast to direct support through mandated exceptions or set-asides, *indirect support* seeks social goal achievement through means more subtle than mandates. They can be perceived as a less honest approach, one that has “rigged the game.” An example of this is a scoring preference for a favored class of business that gets mechanically applied during the competitive process – typically for all bids and proposals issued by the entity. This gets applied as an “extra points” advantage toward selection.

Mechanistic preferences tilt the playing field, which some people object to as a matter of principle, claiming that contract selections should be based solely on “merit” (price and qualifications).

To the extent that there has been research conducted into the efficacy of indirect support methods, the results have not provided a clear indication that they really help the favored businesses or ultimately derive positive benefit to the agency.

Looking at the implications of employing a ‘local preference’ as an example, scoring preferences encounter certain issues:

1. It can be difficult to define the favored class of business, in this case a *local* business. Should a local business be defined as one that is owned by a local person; or one that uses local workers; or one that pays more than X amount of local taxes; or has a location within jurisdiction limits, or within a certain distance radius; or must have its headquarters there and not just a local office; etc.?
2. “Buy local” preference laws may be successfully challenged. In a few court cases they have been ruled unconstitutional.
3. Many jurisdictions have enacted retaliatory preferences to counteract neighboring jurisdictions’ preference laws. If you adopt a preference policy for your “local” businesses, the retaliatory policies will penalize them when they seek work in that other jurisdiction. Depending on where they do most of their business, this can result in your local businesses losing more than they gain from your preference.

We can see just from the one example above that achieving social goals through procurement policy can prove challenging and have unintended consequences. As with so many issues that government leaders wrestle, social goals require clear problem definition and due diligence when considering potential solution approaches. Keep in mind that how your agency conducts its (procurement) business will directly influence how the business community and the public-at-large perceives the integrity, professionalism and trustworthiness of its leaders.



Resources

1. NIGP Values and Guiding Principles of Public Procurement. Procurement Resources page at www.nigp.org. (<http://www.nigp.org/home/find-procurement-resources/guidance/values-and-guiding-principles>)
2. NIGP Position Papers. Procurement Resources page at www.nigp.org. (<http://www.nigp.org/home/find-procurement-resources/guidance/position-papers>)
3. NIGP-CIPS Global Best Practices. Procurement Resources page at www.nigp.org. (<http://www.nigp.org/home/find-procurement-resources/guidance/global-best-practices>)
4. The National Association of State Procurement Officials. NASPO Publications page at www.naspo.org; particularly, *State & Local Government Procurement – A Practical Guide* (2nd Edition 2015), ISBN-13: 978-1-60427-107-2
5. Schmidt, Marty J. (2015). *The business case guide* (3rd Edition 2015). ISBN 978-1-929500-14-7.

Acknowledgements

This guide was written in 2016 and primarily authored by Jon Walton, JD, CPPO, CPPB, chair of the NIGP Legislative & Position Committee. Key contributions were from, and appreciation is due to Steve Demel, CPPO; Ted Lucas, CPPO, J.D., FCPM; Bill Lindsey, CPPO, C.P.M.; Brent Maas at NIGP; Mark Turcotte, Norma Sutton, CPPO, CIPP; Keith Ashby, CPPO, for the initial inspiration, and Legislative & Position Committee members for review and support.

Feedback or Comments

If you'd like to provide NIGP feedback about this guide, recommend revisions or have questions about the principles and practices discussed herein, contact us at NIGPGuide@nigp.org.

ORDINANCE 2021-____
PROCUREMENT POLICY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3-PURCHASES AND CONTRACTUAL SERVICES SECTIONS 2-24 THROUGH 2-31; OF THE *CODE OF ORDINANCES OF THE CITY OF PALM COAST*; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in October 2003, City Council adopted an Ordinance amending Ordinance 2002-06, which provides for the City's procurement policies; and

WHEREAS, in March 2017, City Council adopted an Ordinance amending Ordinance 2002-06, revising and updating the City's procurement policies; and

WHEREAS, the overall goal of the City's procurement policies is to provide the most appropriate quality of goods and services needed by the City to provide agreed to services to its' citizens at the least total public expense considering, as a minimum, initial cost, operating and maintenance costs, and estimated useful life; and

WHEREAS, it is the desire of the City Council of the City of Palm Coast to continue to provide the most cost-effective purchases in the competitive marketplace, as well as ensuring fairness and impartiality in the City's dealings with vendors; and

WHEREAS, in order to keep with the overall goal and continue to provide the most cost-effective purchases, City Council desires to repeal and replace Chapter 2, Article 1, Division 3 as stated hereinafter.

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

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

SECTION 2. REPEALING AND REPLACING CHAPTER 2, DIVISION 3. The City Council of the City of Palm Coast hereby repeals Chapter 2, Article 1, Division 3- Purchases and Contractual Services, Sections 2-24 through 2-31 of the *Code of Ordinances of the City of Palm Coast* and replaces Division 3 Purchases and Contractual Services as stated hereinafter:

DIVISION 3. - PURCHASES AND CONTRACTUAL SERVICES

Sec. 2-24. – Quotes and Formal Solicitations

A. Informal Quotes (\$~~53~~,000 to \$29,999.99)

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ~~five~~three thousand dollars (\$~~53~~,000.00) but less than or equal to twenty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$29,999.99) require two or more written quotes in accordance with the procedures adopted by the City.

B. Formal Request for Quotes (\$30,000.00 to \$49,999.99)

~~C.~~ Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to thirty thousand dollars (\$30,000.00) but less than or equal to forty-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$49,999.99) require a formal request for quotes which shall be posted on the City's procurement portal in an attempt to obtain two or more written quotes. The requesting department shall submit the ~~required specifications~~supporting documentation of proper quote vetting to the ~~procurement staff~~Central Services Division.

~~D.C.~~ Request for Formal Sealed Competitive Solicitation (\$50,000.00 or greater)

Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to fifty thousand dollars (\$50,000.00) shall require a formal sealed competitive solicitation. Such solicitations may be in the form of an invitation to bid (ITB), request for proposal (RFP), request for statement of qualifications (RFSQ), request for information (RFI) or any other formal solicitation process.

~~E.D.~~ Items may not be purchased in divided quantities to avoid the requirements of this division. For example, a department may have several similar items that are needed for their operation throughout the fiscal year and individually these items are less than \$~~530~~,000.00 but in aggregate the items are in excess of \$~~530~~,000.00. These items should not be split into several requisitions but should be consolidated and procured following the applicable solicitation process.

~~F.E.~~ The solicitation of competitive bids or proposals for professional services covered by the Consultants Competitive Negotiation Act (CCNA) shall be accomplished in accordance with the provisions of Section 287.055, Florida Statutes.

~~G.F.~~ The solicitation of competitive bids or proposals for any City construction project that is projected to cost more than \$200,000 shall be accomplished in accordance with the provisions of Section 255.0525, Florida Statutes.

~~G.~~ The solicitation of competitive bids or proposals for City utility projects shall be accomplished in accordance with the provisions of Chapter 180, Florida Statutes.

H. Notwithstanding anything contained herein to the contrary, the City reserves its right to reject any quote, bid, or proposal deemed non-responsive or non-responsible at any time prior to award of a contract.

Sec. 2-25. – Exemptions to Quotes and Formal Solicitations

- A. Small Purchases: Non-recurring purchases of goods or services under ~~five~~three thousand dollars (~~\$53,000.00~~).
- B. Emergency Purchase: An emergency exemption occurs when i) certain conditions might adversely affect the life, health, safety and welfare of City employees or citizens of the City, ii) when City property or equipment are endangered, iii) when it is necessary to maintain or restore vital services, or iv) situations arise which may cause major financial impact to the City should immediate action not be taken. In the case of an emergency, the City Manager, or designee may authorize certain imminent needs purchases. Those delegated the authority to implement emergency purchases are authorized to waive the bid process within their authority. A report listing all emergency purchases and the circumstances of the emergency shall be submitted to the City Council ~~on a monthly basis at the next Council meeting after the purchase and the termination of the emergency~~. It shall be the responsibility of all authorized personnel implementing this exemption to ensure such emergency purchase is accomplished in accordance with City policy and that emergency purchase procedures are invoked properly and not used solely to circumvent the regular established ~~procurement~~ procedures.
- C. Piggybacking: Piggybacking is a procedure of procuring goods or services without the formal solicitation process by means of utilizing another public entities' award of an Invitation for bid or request for proposal. This procedure includes but is not limited to piggybacks of State Contracts with the State of Florida, Department of Management Services, and Division of Purchasing, SNAPS Contracts, and Federal GSA contracts.
- (1) The City may forego the formal solicitation process by Piggybacking. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the other public entities' invitation for bid or request for proposal. Additional options may be included in a procurement unless the total dollar value of the options is in excess of the City's bid limit. Expired bids cannot be piggybacked.
 - (2) The City Manager, Department Head, or designee may make purchases/awards, utilizing other public entity bids, provided the contract being piggybacked is approved by City Council, if applicable, the amounts are within the City Council approved budget and the purchase is made in the best interests of the City. For amounts within the City Manager approval authority, the City Manager must approve the piggyback or contract after review by ~~procurement staff, Central Services Division Staff~~. For amounts within the Department Head's approval authority, the Department Head must approve the piggyback or contract after review by ~~procurement staff, Central Services Division Staff~~.
- D. Sole Source: Sole source purchasing is when there is only one person or company that can provide the goods and/or services needed because of the specialized or unique characteristics of the goods and/or services.
- (1) The following criteria must be met in order to procure goods and services that are a sole source.
 - a. It is the only item that will produce the desired results (or fulfill the specific need) and,
 - b. The item is available from only one source of supply, or

- c. The item is available from more than one vendor, but due to other circumstances (such as exclusive sales territory by manufacturer, prohibitive delivery time and cost, etc.), only one vendor is suited to provide the goods or services.
- (2) Any purchase of goods and/or services with an estimated value greater than or equal to the amount established under Florida Statute 287.017, Category 2, \$30,000 that is intended to be purchased from a sole source, must be electronically posted ~~for seven (7) business days,~~ in accordance with Florida Statute 287.057(3). The notice must include a request that potential vendors provide information regarding their ability to supply the goods and/or services described.
 - (3) Purchases of ~~goods~~ and/or services from a sole source are exempt from competitive requirements upon written approval of the City Manager, or designee and other appropriate City personnel within their expenditure authority as set forth in this section.
 - (4) The request for sole source purchases shall set forth the purpose and need, an explanation why the item will exclusively produce the desired results (or fulfill the specific need) and the criteria. Compatibility to existing equipment shall be an acceptable justification for this exemption, provided the item is only available from a sole source of supply.
 - (5) The user department and/or the buyer shall attempt to locate competition (alternate sources of supply).
 - (6) ~~Procurement staff~~Central Services Division shall keep a log of sole source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number, which shall be filed with the City Manager and reported ~~quarterly~~monthly to the City Council.
 - (7) ~~Procurement staff~~Central Services Division shall conduct negotiations, as appropriate, as to price, delivery, and terms.
- E. Special Circumstances: Under circumstances where, after competitive bidding, no bids meeting bid requirements are received or all bids are rejected for failure to meet bid requirements.
- F. Additional Exemptions: The purchase of the following goods and services is exempt from quotes and formal solicitations.
- (1) Water, Sewer, Gas, Electrical and Other Utility Services; Telecommunication Services including, but not limited to, cable television, telephone lines, internet connectivity, data and voice circuits, voice over internet protocol ("VOIP"), cellular/wireless phones, wide area network ("WAN") connectivity, pagers, and wireless adapters for cellular data ("air cards").
 - (2) Postage
 - (3) Advertisements
 - (4) Membership Fees
 - (5) Subscriptions
 - (6) Any items covered under the City's travel policy

(7) Software/Technology Maintenance and Support renewal fees for existing software or technology licenses

(8) Goods and/or services provided by governmental entities

Sec. 2-26. - Approval requirements.

- A. City Council approval shall be required for all contracts and bid awards, piggybacking awards, and sole source awards with an estimated value greater than or equal to ~~thirty-fifty~~ thousand dollars (\$~~530,000.00~~).
- B. The City Manager or designee shall have approval authority as follows:
- (1) Any purchases less than or equal to ~~twentyforty~~-nine thousand, nine hundred ninety-nine and 99/100 dollars (\$~~429,999.99~~); or
 - (2) Any purchases of capital items, goods and services pursuant to contracts and bid awards, piggybacking awards, and sole source awards approved by City Council and as set out in the annual budget as adopted by the City Council.
 - (3) Any purchases of capital items, goods and services as set forth in a Resolution adopted by City Council.
- C. Department heads or their designee shall have authority to approve purchases of capital items, goods and services less than or equal to ~~fifteen-thirty~~ thousand dollars (\$~~1305,000.00~~), where such purchase does not exceed the item and/or department budget limit.
- D. Emergency purchases shall be accomplished in accordance with section 2-25(B).

Sec. 2-27. - Additional procedures/powers of City Manager.

The City Manager is hereby granted authority to adopt any and all such additional administrative policies and procedures supplemental to the provisions of this division that are in the best interests of the City, and not inconsistent with the intent of this division.

Sec. 2-28. - Disposal of surplus property.

Surplus property may be disposed of by trade, sealed bid, donated, or sold at public auction depending on the item, its value, or other factors all as may be in accordance with law and City policy. If the surplus property is determined to be only of scrap value or have no commercial value, City staff is authorized sell the surplus property as scrap if possible, or dispose in any other appropriate manner. City Council may approve of disposal of surplus property that has commercial value by any method other than as provided herein.

Sec. 2-29 – ~~Bid Intent to Award and Award~~ Protest Procedures

A. Intent to Award Protest Procedure

- (1) In any case where a bidder ~~or interested bidder~~ wishes to protest ~~either~~ the results of ~~or an~~ intended disposition of any bid, the following action is required:
 - a. The bidder ~~or interested bidder~~ must file a written ~~notice protest~~ to the ~~Financial Administrative Services & Economic Development~~ Director ~~or designee~~ explaining in detail the nature of the protest and the grounds on which it is based.

This ~~notice-protest~~ must be received by the ~~FinancialAdministrative~~ Services ~~and Economic Development~~ Director or designee no later than three (3) business days after the City's Notice of Intent to Award. ~~At that time, the final bid award shall be delayed until the protest procedure, herein described, has been completed.~~

- b. The ~~FinancialAdministrative~~ Services ~~& Economic Development~~ Director or designee shall respond in writing to the written protest in a timely manner, determine whether the protest is with or without merit, and revise the administrative decision or recommendation, if necessary.
- (2) In any case where a bidder, ~~or interested bidder~~ wishes to appeal the ~~determination by the FinancialAdministrative~~ Services ~~& Economic Development~~ Director or designee's protest determination, the following action is required:
- a. The bidder ~~or interested bidder~~ must file a written appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This ~~notice-written appeal~~ must be received by the City Manager no later than three (3) business days after the ~~Financial~~ Services ~~Director or designee's & Economic Development Director's~~ written protest determination response. ~~At that time, the final bid award shall be delayed until the protest procedure, herein described, has been completed.~~ Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in the amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the ~~FinancialAdministrative~~ Services ~~and Economic Development~~ Director or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the Financial Services Director, however, in an amount and shall be no less than \$10,000.
 - b. Upon timely receipt of the formal written protest appeal and bid protest appeal bond, the City Manager shall respond in writing to the written appeal, determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.
- (3) In any case where a bidder, ~~or interested bidder~~ wishes to appeal the determination by the City Manager, the following action is required:
- a. The bidder ~~or interested bidder~~ must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds on which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Manager's written response. ~~At that time, the final bid award shall be delayed until the protest procedure, herein described, has been completed.~~
 - b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
 - c. The bidder ~~or interested bidder~~ must attend the scheduled City Council meeting. City staff and the bidder ~~or interested bidder~~ will be provided an opportunity to

present evidence related to the bid protest appeal.

- d. At the scheduled City Council meeting, City Council will determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.

(4) Upon receipt by the Financial Services Director or designee of the written protest to the City's Notice of Intent to Award, the final bid award shall be delayed until the entirety of the protest procedure, as herein described, has been completed.

B. Award Protest Procedure

(1) ~~Should If the challenge is to the City Council make an award to a bidder, other than the bidder identified as selected in the Notice of Intent to Award, the only protest permitted is by the bidder with the right to protest the award and file a written appeal is the selected bidder identified as in the selected bidder in the Notice of Intent to Award who was not selected by City Council.~~ A City Council decision ~~not to make an award~~ ~~the contract~~ to any bidder is not appealable. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in ~~the an~~ amount not less than five percent (5%) of the lowest ~~responsible~~ bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the Financial Services Director or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the Financial Services Director, ~~however, and shall be in an amount no~~ less than \$10,000. The following action is required ~~to protest an award~~:

- a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds upon which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Council's award. At that time, the final bid award shall be delayed until the protest procedure, as herein described, has been completed, unless City Council decides to ~~otherwise~~ move forward with the award.
- b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.
- c. The ~~protesting~~ bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present ~~their position on the bid protest appeal and evidence related to the City Council bid protest appeal.~~
- d. At the scheduled City Council meeting, City Council ~~may~~ shall determine whether the appeal is with or without merit, and revise their prior decision, if necessary, or City Council may, at its discretion, order that the appeal be heard by a Hearing Officer pursuant to Chapter 2, Article III, Division 3 of this Code of Ordinances ~~at a Hearing Board meeting.~~
- e. If the City Council refers the appeal to a Hearing Officer, the protesting bidder must attend the Hearing Officer hearing. ~~If applicable, the bidder must attend the scheduled Hearing Board meeting.~~ City staff and the bidder will be provided an opportunity to present ~~their position on the bid protest appeal and evidence to the Hearing Officer related to the bid protest appeal.~~ The Hearing Officer will determine

whether the appeal is with or without merit and provide a recommendation to the City Council as to whether or not the City Council should revise its prior decision.

- f. The City Council shall have final decision making authority on all award protest appeals.

If applicable, the Hearing Officer will determine whether the appeal is with or without merit, and may recommend that City Council revise their prior decision.

2. The bid ~~bond~~ protest bond shall be forfeited to the City if one of the following occurs:
 - a. The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;
 - b. The bid protest appeal is determined to be without merit or non-valid by the City Council, or
 - c. The bidder ~~or interested bidder~~ who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Board Officer meeting, if applicable.

Sec. 2-30 – Local Business Preference

- (1) Excepted as provided in this division or as may be exempted by applicable State or Federal law, a local business preference shall apply to all purchases or acquisitions of products, materials and services of the City of Palm Coast. Local Business ~~Priority~~ Preference applies to ~~Palm Coast~~ persons, firms, and/or corporations residing or located in the City of Palm Coast, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified Palm Coast persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference ~~The local business priority preference~~ as set forth herein shall apply and shall result in the otherwise qualified local Palm Coast business being awarded the contract, at the amount of the submitted quote or bid, if the local Palm Coast vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.
- (2) If the Local Business ~~Priority~~ Preference does not result in the Palm Coast business being awarded the contract, then the Local Business Preference applies to ~~Flagler County~~ persons, firms, and/or corporations residing or located in Flagler County, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference ~~The local business priority preference~~ as set forth herein shall apply and shall result in the otherwise qualified Flagler County ~~local~~ business being awarded the contract, at the amount of the submitted quote or bid, if the local vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.
- (3) Local Business Preference Amounts and Limit are as follows:
 - a. Five percent (5%) of the net quote or bid price up to \$200,000.00 as referenced on the quote tabulation or bid price schedule.

- b. Three percent (3%) of the net bid price above \$200,000.00 as referenced on the bid price schedule.
- c. The total local business preference shall be limited to \$20,000.00 for each quote or project.

Example: Local Business Bid of \$250,000 would be provided a Local Business Preference of \$11,500.00. $((5\% \times \$200,000.00) + (3\% \times \$50,000.00))$

- (4) To qualify as ~~aan~~ Palm Coast person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).
- (5) To qualify as ~~aan~~ Flagler County person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).
- (6) Local Business Preference shall not apply to:
 - Purchases that are funded in whole or part by assistance from any federal, state, or local agency that disallows local preference; Purchases exempt from obtaining quotes or soliciting formal proposals or bids as described in Sec. 2-25. – Exemptions to Quotes and Formal Solicitations.
- (7) The local business preference established in this section does not prohibit the right of the City Council or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.
- (8) ~~Notwithstanding anything contained herein to the contrary, the City reserves its right to reject any quote, bid, or proposal deemed non-responsive or non-responsible at any time prior to award of a contract.~~
- (9) Application of local businesses preference to a particular purchase, contract, or category of contracts for which the City Council is the awarding authority may be waived upon written justification and recommendation by the City Manager and approval of the City Council.
- (10) The local business preference established in this section does not prohibit the City Council, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the local business preference.

Sec. 2-32 – Public-Private Partnerships

A. The submission by private entities and the processing by City of public-private partnership (P3) Proposals, whether solicited or unsolicited, shall be in accordance with Section 255.065 Florida

Statutes.

- B. The City Manager may establish a reasonable application fee for the submission of unsolicited P3 proposals. If the initial application fee does not cover the City's costs to evaluate the unsolicited proposal, the City Manager may request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the noticed request. The City may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts. If the City does not evaluate the unsolicited proposal, the City must return the application fee.
- C. The City Manager or designee shall have the authority to decide whether to evaluate any unsolicited proposals. Should the City Manager or designee decide not to evaluate the unsolicited proposal, the City shall return the evaluation fee.
- D. The City Manager or designee shall have the authority to solicit proposals from other parties in accordance with Section 255.065 Florida Statutes for the same or similar P3 concept of any unsolicited proposal, whether or not the unsolicited proposal has been evaluated.

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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance 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 Ordinance

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

Approved on first reading this _____ day of _____ 2021.

Adopted on second reading after due public notice and hearing this _____ day of _____

2021.

ATTEST:

CITY OF PALM COAST, FLORIDA

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

WILLIAM E. REISCHMANN, JR., ESQ.

City of Palm Coast, Florida Agenda Item

Agenda Date : September 21, 2021

Department	PLANNING	Amount	
Item Key	11568	Account #	
Subject	ORDINANCE 2021-XX AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR 70.2+/- ACRES OF PROPERTY FROM MIXED USE TO RESIDENTIAL AND ADDING A SITE SPECIFIC POLICY TO LIMIT DEVELOPMENT ON THE SUBJECT PROPERTY KNOWN AS SEMINOLE TRAILS TO 227 RESIDENTIAL DWELLING (SEMINOLE TRAILS)		
Presenter : Jose Papa			
Background :			
<p>The subject area is an approximately 70 acre site located 2.5 miles south of State Road 100 on the eastside of Seminole Woods Blvd. The application is a proposed FLUM amendment to change the current Mixed Use designation to Residential along with a site specific policy to limit development to 227 dwelling units. There is a companion zoning map amendment for the subject parcel to change the current designation of Master Planned Development (MPD) to Single-family reside The Planning and Land Development Regulation Board (PLDRB) finds Application #4796 consistent with the Comprehensive Plan and recommends that City Council approve the FLUM amendment from Mixed Use to Residential. As well as add a site specific policy to limit development on the subject property to 227 dwelling units.</p> <p>ntial (SFR-1).</p> <p>The proposed amendment was reviewed for the following:</p> <ul style="list-style-type: none"> • Analysis of the proposed amendment’s impacts on public facilities and infrastructure. Consistent with the required analysis to compare the proposed land use designation with the existing land use designation, staff conducted a maximum potential development analysis for public facilities and infrastructure. The proposed amendment will limit development on the property to 227 dwelling units. This cap compared to a maximum potential of 1,053 dwelling units (currently there is no limiting cap on development) will result in a reduction of impacts on public facilities and infrastructure. • Impacts on the environmental/cultural resources. There are no additional environmental impacts on the subject parcel since the amendment will not increase the potential developable area of the site. • Compatibility with surrounding land uses. The proposed FLUM designations are generally consistent with the surrounding properties. <p>Finally the proposed amendment is consistent with comprehensive plan policies regarding:</p> <ul style="list-style-type: none"> • Directing development where existing infrastructure is available, • Promoting diversity in housing opportunities. 			

Neighborhood Meeting

As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. There were no comments received at the Neighborhood meeting held on August 10, 2021.

Planning and Land Development Regulation Board

The PLDRB held a public hearing to consider the proposed amendment on August 18, 2021. After a brief discussion, the PLDRB voted 7-0 to recommend that City Council approve the proposed amendment.

Recommended Action :

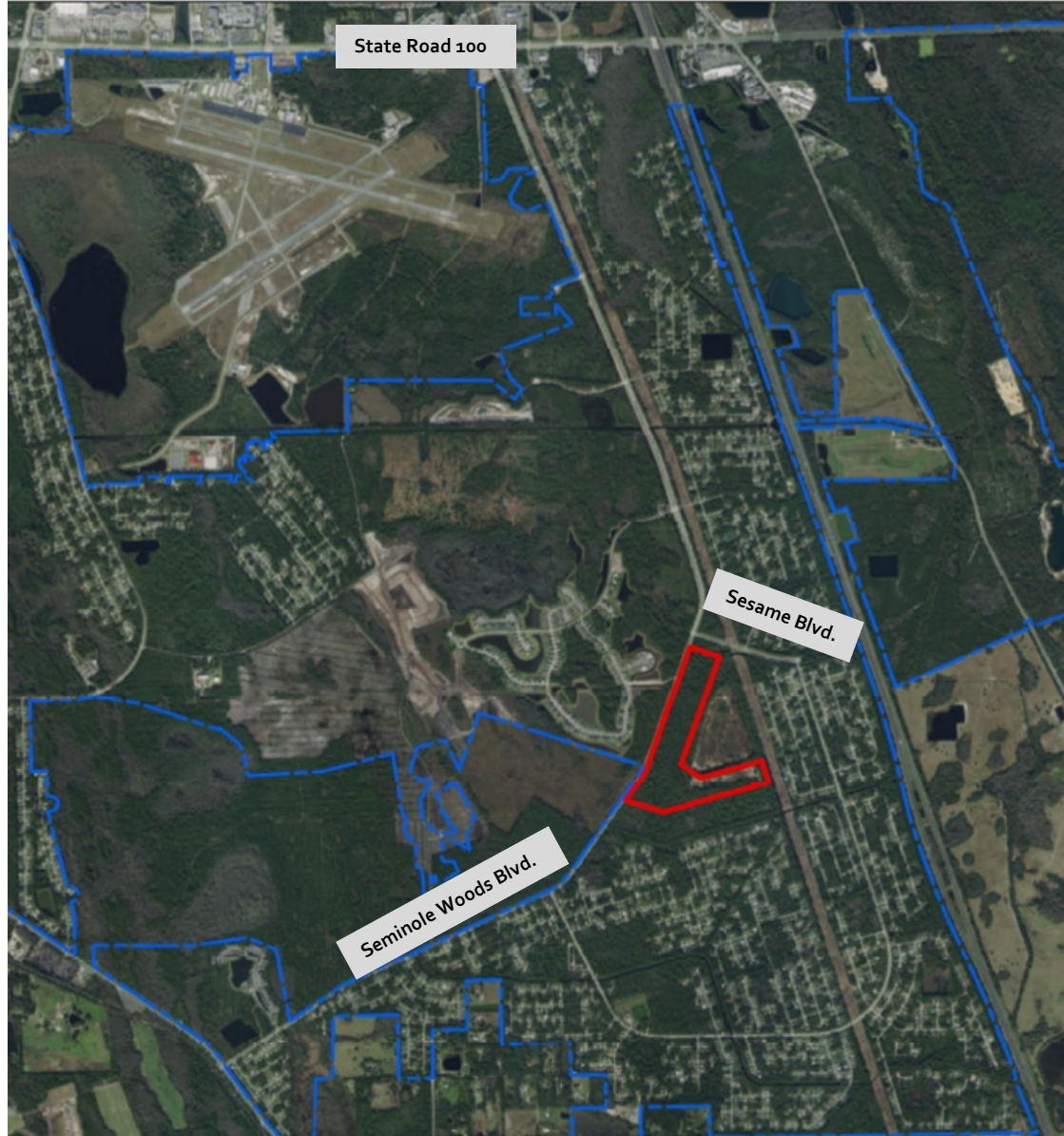
The Planning and Land Development Regulation Board (PLDRB) finds Application #4796 consistent with the Comprehensive Plan and recommends that City Council approve the FLUM amendment from Mixed Use to Residential. As well as add a site specific policy to limit development on the subject property to 227 dwelling units.

Seminole Trails

Future Land Use Map Amendment & Zoning Map Amendment

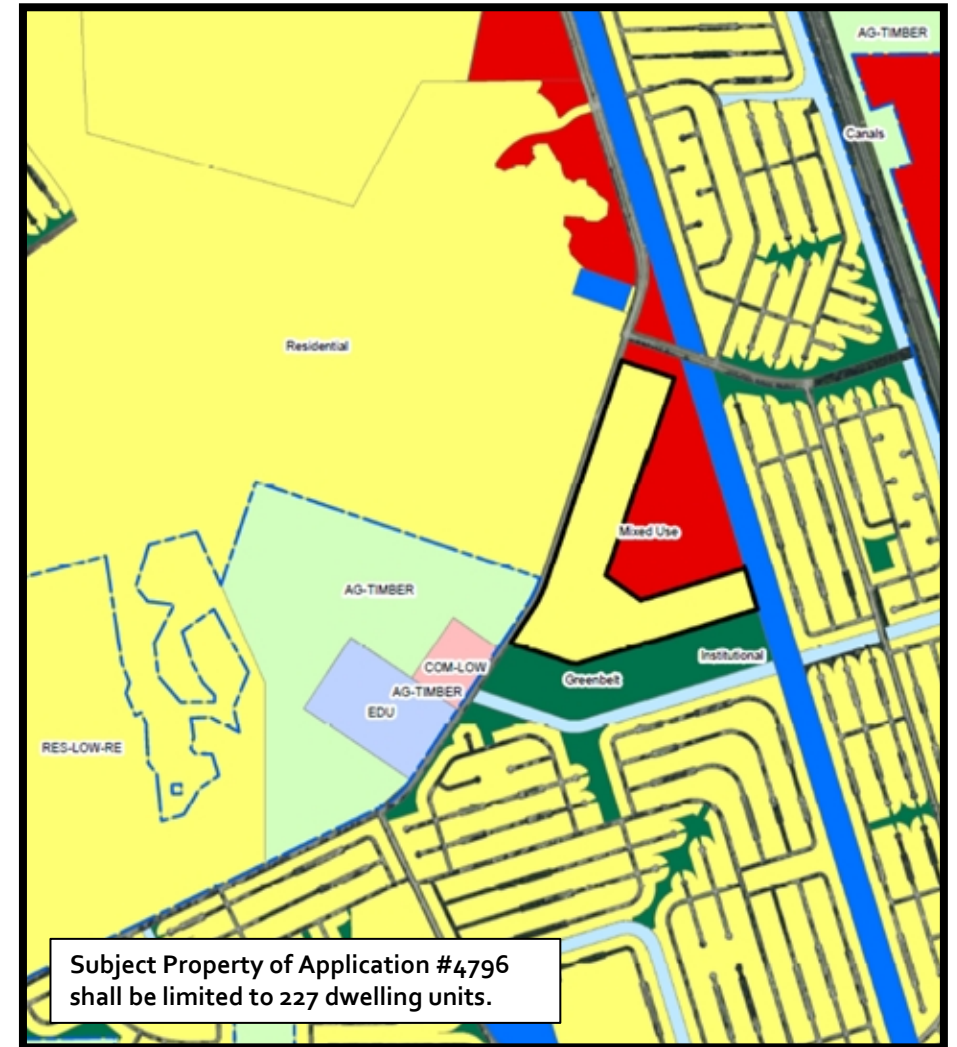
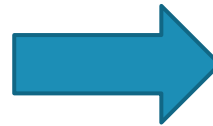
City Council
Public Hearing

Seminole Trails– BACKGROUND

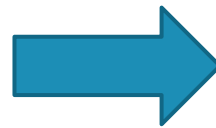


- 70.2+/- acres
- Vacant

Seminole Trails – Future Land Use Map Amendment



Seminole Trails – Zoning Map Amendment



Seminole Trails – Future Land Use Map Amendment

Public Facilities Impact Analysis

Table 2 Public Facilities Impact Analysis

*Proposed FLUM designation includes site specific policy to limit development to 227 dwelling units.

Density ⁽¹⁾	# of units or square feet of development	Transportation (PHT) ⁽²⁾	Potable Water (GPD) ⁽³⁾	Sanitary Sewer (GPD) ⁽⁴⁾	Solid Waste (lbs./capita/day) ⁽⁵⁾	Recreation and Parks (8 acres/ 1000 pop.) ⁽⁶⁾	Public Education (students) ⁽⁷⁾	Stormwater Drainage ⁽⁸⁾
Proposed FLUM designation*								
Residential (70.2 acres) 12 du/acre	227	227	68100	44674	4691	4.4	56	N/A
	Total	227	68100	44674	4691	4	56	N/A
Current FLUM designation								
Mixed Use (70.2 ac.) 15 du/acre	1053	1053	315900	207230	21759	20.2	80	N/A
	Total	1053	315900	207230	21759	20	80	
Net Change	-826	-826	-247,800	-162,557	-17,068	-15.9	-24	N/A

Footnotes:

⁽¹⁾ Calculation of Density: Lot Size (acre)*# of units/acre, or determined by site specific policy

⁽²⁾ Transportation: Residential PM Peak Hour Trips (PHT), Residential Development: = # of units *1.0 PM-PHT (Average Rate), ITE Trip Generation Manual, 9th Edition

⁽³⁾ Potable Water: Residential = # of units *2.4*125 gallons/capita/day

⁽⁴⁾ Wastewater: Residential = # of units *2.4*82 gallons/capita/day

⁽⁵⁾ Solid Waste: Residential Demand = # of units *2.40*8.61 lbs/capita/day

⁽⁶⁾ Recreation and Parks: Residential Demand = # of units * 2.40 *8 acres/1000 persons

⁽⁷⁾ Public Education Residential: = Based on multiplier provided by Flagler County School District.

⁽⁸⁾ Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

- The proposed FLUM designation will reduce the demand on public facilities

Seminole Trails – Future Land Use Map Amendment

Environmental Impact Analysis

- The proposed amendment will not have additional impact on the environmental features found on the subject property since the amendment does not expand the developable area.

Seminole Trails – Future Land Use Map Amendment

Consistency with Surrounding Land Uses

- The proposed FLUM designation of Residential is consistent with the existing neighborhood to the west.
- The proposed amendment will not impact uses to the east (FPL easement and stormwater facility)
- Development plans will need to take into account the existing Mixed Use/Commercial parcel to the north.

Seminole Trails – Future Land Use Map Amendment

Consistency with Comprehensive Plan Policies

- *Various Policies promoting urban densities and intensities where utilities (transportation, water, and sewer) are available*

Analysis:

- **The site is adjacent to a major arterial and existing water and sewer service.**
- *Objective and Policy to diversify housing types, prices, and opportunities*

Analysis:

- **There is demand for housing in development with sidewalk and private amenities**

Seminole Trails – Future Land Use Map Amendment

Findings

- No significant impact on Level of Service for public infrastructure
- No significant impact on environmental conditions
- Generally consistent with surrounding land uses
- Consistent with Comprehensive Plan

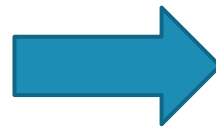
Seminole Trails – Future Land Use Map Amendment

Recommendation

The Planning and Land Development Regulation Board (PLDRB) finds Application #4796 consistent with the Comprehensive Plan and recommends that the City Council approve the FLUM amendment from Mixed Use to Residential. As well as add a site specific policy to limit development on the subject property to 227 dwelling units.

Zoning Map Amendment

Seminole Trails – Zoning Map Amendment



Seminole Trails – Zoning Map Amendment

Findings

- *Criteria – Consistency with Comprehensive Plan*
 - *Consistent with policies for infrastructure availability & expanding urban uses where infrastructure is available*
 - *Consistent with policy to diversify housing types, prices, & opportunities*
- *Criteria – Impact on natural environment*
 - *No additional impact*

Seminole Trails – Zoning Map Amendment

Findings

- *Criteria – Impact on Public Facilities*
 - *Limits impact on public facilities*
- *Criteria – Impact on Economy*
 - *No negative impact on economy. Job opportunities remain during construction phase.*

Seminole Trails – Zoning Map Amendment

Findings

- *Criteria – Changes in circumstances or conditions*
 - *No changes. Proposed change will reflect market demand for more residential development*

Seminole Trails – Zoning Map Amendment

Findings

- *Criteria – Compatibility with proximate uses and development patterns*
 - *Compatible with residential development to the west. No impact on uses to the east but will require buffering from uses to the north.*
- *Criteria – Accomplishes legitimate public purpose*
 - *Provides opportunities for housing diversity.*

Seminole Trails – Zoning Map Amendment

Recommendation

The Planning and Land Development Regulation Board (PLDRB) finds the proposed rezoning (Application #4795) consistent with the Comprehensive Plan and recommends that City Council approve the rezoning of 70.2 +/- acres from Master Planned Development (MPD) to the Single-Family Residential-1 (SFR-1) zoning district.

Seminole Trails – Future Land Use Map Amendment

Next Steps

- Transmittal of FLUM amendment after 1st reading with City Council
- 2nd reading of proposed FLUM and zoning map amendment
- Subdivision Master Plan/Plat

Seminole Trails- Applications

- Applicant is present to answer questions

Questions?

ORDINANCE 2021-_____
SEMINOLE TRAILS COMPREHENSIVE PLAN AMENDMENT
(APPLICATION #4796)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR 70.2+/- ACRES OF CERTAIN REAL PROPERTY FROM MIXED USE TO RESIDENTIAL AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE; AND ADDING A NOTE ON THE FUTURE LAND USE MAP TO LIMIT THE SUBJECT PROPERTY TO MAXIMUM OF 227 DWELLING UNITS FOR THE SUBJECT PARCEL; PROVIDING FOR CONFLICTS, RATIFICATION OF PRIOR ACTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2010-07, adopting the *City of Palm Coast 2035 Comprehensive Plan* which includes the City of Palm Coast Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Palm Coast is desirous of amending the future land use designation of property located within the City from Mixed Use to Residential; and

WHEREAS, the proposed future land use map amendment will include a note on the Future Land Use Map to limit development on the subject property to 227 dwelling units; and

WHEREAS, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City's Local Planning Agency, considered the proposed map amendments at a public hearing on August 18, 2021 and voted to recommend Approval of the proposed Comprehensive Plan Amendment; and

WHEREAS, on _____ and _____, 2021 the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendments adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City's *Comprehensive Plan*; and

WHEREAS, the City Council of the City of Palm Coast hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Council of the City of Palm Coast finds that this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PALM COAST, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council of the City of Palm Coast.

SECTION 2. FUTURE LAND USE MAP AMENDED.

The 70.2+/- acres subject area, generally located south of Sesame Blvd. and east of Seminole Woods Blvd., as depicted and legally described in "Exhibit A", attached hereto, is hereby amended from Mixed Use to Residential including a note on the FLUM limiting the subject property to 227 dwelling units as depicted on "Exhibit B".

SECTION 3. CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. CODIFICATION.

It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to Section," "Article," or other appropriate word.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provision of the Ordinance.

SECTION 6. EFFECTIVE DATE.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and hearing the 21st day of September, 2021.

ADOPTED on second reading after due public notice and hearing the ____ day of _____, 2021.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia Smith, City Clerk

David Alfin, Mayor

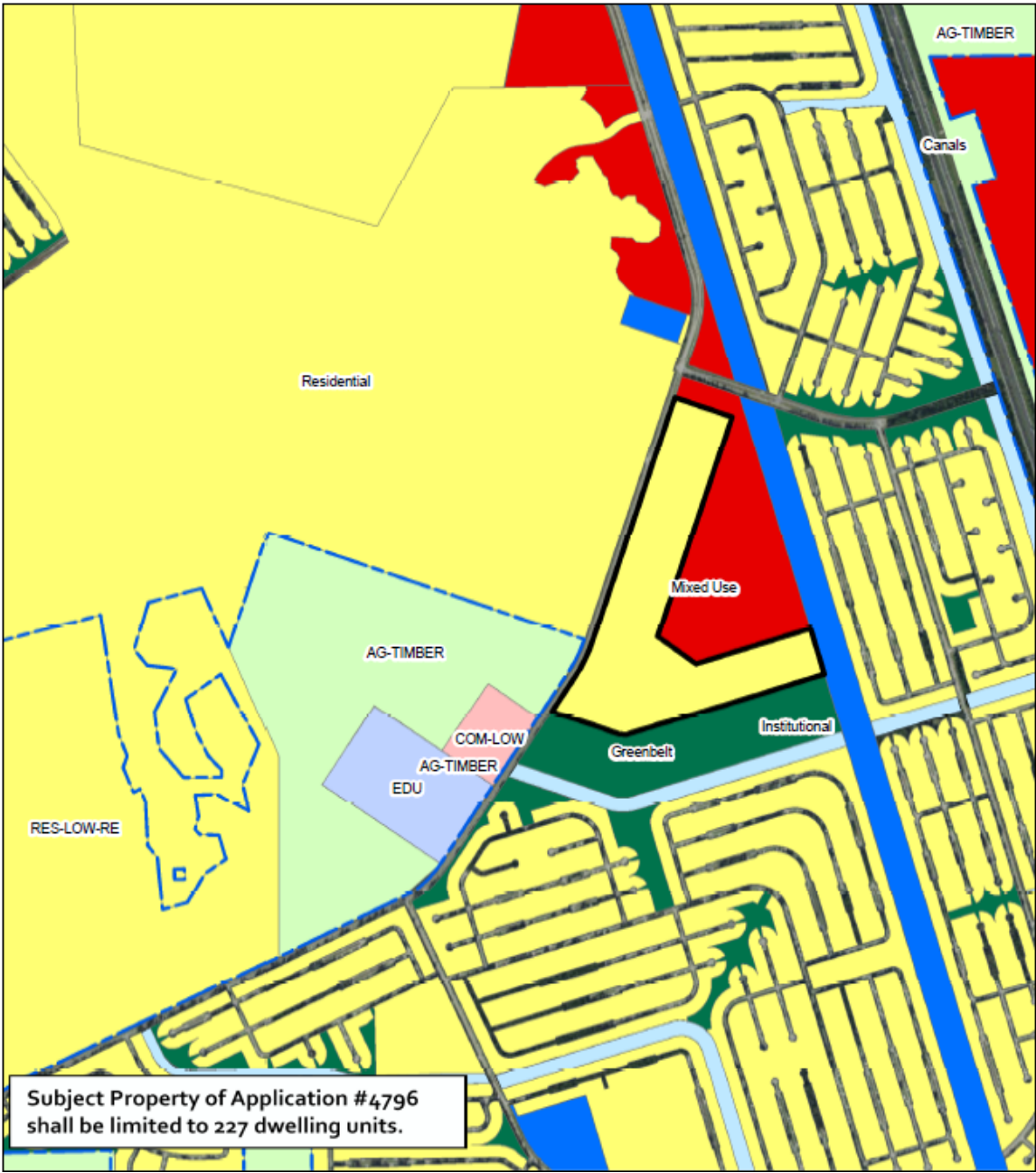
Approved as to form and legality:

William E. Reischmann, Jr., Esq.

EXHIBIT A
LEGAL DESCRIPTION

Exhibit A – Legal Description – Continued

EXHIBIT B
AMENDED FUTURE LAND USE MAP





**COMMUNITY DEVELOPMENT DEPARTMENT
COMPREHENSIVE PLAN AMENDMENT STAFF REPORT
CITY COUNCIL
September 21, 2021**

OVERVIEW

Case Number: 4796

Applicant: Walker Douglas, Agent/Broker on behalf of Palm Coast Land Opportunities Inc.

Size of subject property: Approximately 70.2+/- acres

Property Description: An approximately 70.2 acre parcel located 2.5 miles south of State Road 100 on the eastside of Seminole Woods Blvd.

Property Owner: Palm Coast Land Opportunities Inc.

Real Estate ID #: 07-11-31-5380-00000-0020, 07-11-31-5380-00000-0030, 07-11-31-5380-00000-0040, 07-11-31-5380-00000-0050, 07-11-31-5380-00000-0060, & 07-11-31-5380-00000-0070

Current FLUM Designation: Mixed Use

Current Zoning Designation: Master Planned Development

Current Use: Vacant, the property is platted as commercial lots.

Requested Action: Large-scale Future Land Use Map (FLUM) amendment to change 70.2+/- acres of Mixed Use to Residential along with a policy to limit development on subject property to 227 dwelling units.

There is a companion zoning map amendment that will change the zoning on the designated parcels to be consistent with the proposed FLUM designations of the subject property.

Recommendation: The Planning and Land Development Regulation Board (PLDRB) finds Application #4796 consistent with the Comprehensive Plan and recommends that City Council approve the FLUM amendment from Mixed Use to Residential. As well as add a site specific policy to limit development on the subject property to 227 dwelling units.

Project Planner: José Papa, AICP, Senior Planner

ANALYSIS

BACKGROUND

The application is for a large-scale Future Land Use Map (FLUM) amendment for a 70.2 +/- acre subject area located approximately 2.5 miles south of State Road 100 on the eastside of Seminole Woods Blvd.

At the time of the City's incorporation in 1999, the Subject property was designated as Industrial, Commercial: High Intensity and Residential High Density (8-10 units/acre).

In 2004, when the City adopted its first Comprehensive Plan, the Subject property was designated as Mixed Use with a Neighborhood Scale Village Center Overlay.

The subject property was platted as Seminole Woods Commerce Center (with 7 commercial lots) in 2001.

Neighborhood Meeting

As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. There were no comments received at the Neighborhood meeting held on August 10, 2021.

Planning and Land Development Regulation Board

The PLDRB held a public hearing to consider the proposed amendment on August 18, 2021. After a brief discussion, the PLDRB voted 7-0 to recommend that City Council approve the proposed amendment.

DENSITY/INTENSITY AND POPULATION

Note: The analysis for comprehensive plan map amendments takes into consideration the maximum development potential under the current and proposed Future Land Use Map (FLUM) categories and represent the theoretical maximum development potential within the land use category.

The 70.2 +/- acre subject area currently has a FLUM designation of Mixed Use. The proposed amendment will result in having land use configuration of 70.2 +/- acres of Residential with a site specific policy to limit development potential to a maximum of 227 dwelling units.

The net result of the FLUM amendment (due to the policy limitations imposed on the property) is a limit on the potential population of 545 (based on 2.4 persons per housing unit) as well as a maximum of 227 dwelling units. As shown on Table 1 below the maximum development potential with the current Mixed Use designation is 1,458 dwelling units and a potential population of 2,954 persons.

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)				
	# of Acres	Maximum Density ⁽¹⁾	Maximum # of units ⁽²⁾	Population (2.4 persons/dwelling unit)
Proposed FLUM: Residential	97	12 du/acre	227	545
Current FLUM: Mixed Use	97	15 du/acre	1,458	3,499
NET CHANGE	0		-1,231	-2,954
Footnotes:				
⁽¹⁾ Maximum densities are established by Comprehensive Plan Policy.				
⁽²⁾ Maximum # of units are established by Comprehensive Plan Policy or limitation based on site specific policy.				

PUBLIC FACILITIES AVAILABILITY /IMPACT ANALYSIS (BASED ON THEORETICAL YIELD OF MAXIMUM DEVELOPMENT POTENTIAL)

Objective 1.1.3-Evaluation of Amendments to the FLUM

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.2 - At a minimum, infrastructure availability and capacity, specified as follows, shall be considered when evaluating proposed FLUM amendments:

- A. Existing and future capacity of roadways based on functional classifications and best available data for traffic modeling. For the purposes of evaluating capacity, roadway improvements programmed in the FDOT 5-year Work Plan or listed in either the City or the County 5-year Capital Improvement Program shall be considered.
- B. Large-scale, high-intensity commercial projects shall be concentrated at intersections of the following arterials
- C. Existing and future availability and capacity of central utility systems.
- D. Availability and capacity of receiving watercourses and drainage systems to convey design storm events.

PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS

As previously stated the analysis for comprehensive plan map amendments takes into consideration the maximum development potential under the current and proposed land use category and represents the theoretical maximum development potential within the existing and proposed land use categories. Based on an analysis of the development potential under the existing and proposed FLUM with consideration of the proposed policy to limit development on the subject parcel to 227 dwelling units, the proposed amendment will mainly result in a decrease in the impact on public facilities with the exception of solid waste, recreation and schools. The increase in impacts to these facilities are accounted for by the higher maximum number of residential units.

The results of the net impact analysis are shown on Table 3, and are summarized below:

Transportation

The proposed FLUM amendment will have a maximum potential net decrease of 826 peak hour trips. A more in-depth traffic study will be required as part of the site plan/plat review process.

Potable Water

The proposed FLUM amendment will have a maximum potential net decrease in demand for potable water of .25 MGD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of water line, pump stations, etc.) for potable water service.

Wastewater

The proposed FLUM amendment will have a maximum potential net decrease in demand for sanitary sewer treatment of .16 MGD. As part of the site plan/plat review process, the property owner and/or developer will need to coordinate with the City of Palm Coast Utility Department to determine the appropriate engineering requirements (size of sewer line, lift stations, etc.) for wastewater service.

Solid Waste

The proposed FLUM amendment will have a maximum potential net increase of 17,068 lbs. of solid waste/day. The City currently has an interlocal agreement with Volusia County for solid waste disposal. There is adequate capacity at the Volusia County landfill to accommodate the additional demand.

Public Recreation and Open Space

The proposed FLUM amendment will have a maximum potential net decrease in demand of 15.9 acres of park facilities. The City currently has adequate capacity to accommodate the additional demand.

Public Schools

The proposed FLUM amendment will have a potential net decrease in demand of 24 student stations. At the time of site plan review/plat process, the property owner and/or developer will need to coordinate with the School district to determine the current availability of student stations.

Stormwater

N/A. Stormwater treatment facilities are reviewed for consistency with LOS during site plan review.

Table 2 Public Facilities Impact Analysis

*Proposed FLUM designation includes site specific policy to limit development to 227 dwelling units.

Density ⁽¹⁾	# of units or square feet of development	Transportation (PHT) ⁽²⁾	Potable Water (GPD) ⁽³⁾	Sanitary Sewer (GPD) ⁽⁴⁾	Solid Waste (lbs./capita/day) ⁽⁵⁾	Recreation and Parks (8 acres/ 1000 pop.) ⁽⁶⁾	Public Education (students) ⁽⁷⁾	Stormwater Drainage ⁽⁸⁾
Proposed FLUM designation*								
residential (70.2 acres) 12 du/acre	227	227	68100	44674	4691	4.4	56	N/A
	Total	227	68100	44674	4691	4	56	N/A
Current FLUM designation								
Mixed Use (70.2 ac.) 15 du/acre	1053	1053	315900	207230	21759	20.2	80	N/A
	Total	1053	315900	207230	21759	20	80	
Net Change	-826	-826	-247,800	-162,557	-17,068	-15.9	-24	N/A

Footnotes:

- ⁽¹⁾ Calculation of Density: Lot Size (acre)*# of units/acre, or determined by site specific policy
- ⁽²⁾ Transportation: Residential PM Peak Hour Trips (PHT), Residential Development: = # of units*1.0 PM-PHT (Average Rate), ITE Trip Generation Manual, 9th Edition
- ⁽³⁾ Potable Water: Residential = # of units*2.4*125 gallons/capita/day
- ⁽⁴⁾ Wastewater: Residential = # of units*2.4*82 gallons/capita/day
- ⁽⁵⁾ Solid Waste: Residential Demand = # of units*2.40*8.61 lbs/capita/day
- ⁽⁶⁾ Recreation and Parks: Residential Demand = # of units * 2.40 *8 acres/1000 persons
- ⁽⁷⁾ Public Education Residential: = Based on multiplier provided by Flagler County School District.
- ⁽⁸⁾ Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.

ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS

Objective 1.1.3-Evaluation of Amendments to the FLUM

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.1- At a minimum, the following environmental factors shall be evaluated each time FLUM amendments are proposed:

- A. Topography and soil conditions including the presence of hydric soils.*
- B. Location and extent of floodplains and the Coastal Planning Area, including areas subject to seasonal or periodic flooding.*
- C. Location and extent of wetlands, certain vegetative communities, and protected wildlife species.*
- D. Location and extent of other environmentally sensitive features.*
- E. Proximity to wellfields and aquifer recharge areas.*
- F. Impacts to potable water supply.*

A. TOPOGRAPHY AND SOIL CONDITIONS

The analysis area is vacant and naturally vegetated. The site is bounded by Seminole Woods Boulevard to the west, vacant land to the south, Citation Boulevard to the north, and single-family residential to the east along with an FPL corridor. According to the July 2021 Carter Environmental Services (CES) assessment, the land use proposal area does contain St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) jurisdictional wetlands; the total analysis area contains 57.91 acres of uplands and 12.34 acres of wetlands. The wetlands detailed on CES "Wetland Delineation Assessment Map" Figure, reflect the boundaries that were delineated in the field pursuant to state and federal guidelines (Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual). Further description of these features may be found in the Section C, Vegetative Communities.

As detailed within the CES report, the *Soil Survey of Flagler County, Florida* indicates four (4) soil types within the property.

Analysis: There are no indicators of unique topographical reliefs or soils that would be affected by the FLUM change.

FINDING: It is not anticipated that the proposed FLUM change from Mixed Use to impact the local topography or prevent the proposed development permissible within the FLUM designation.

B. FLOODPLAINS

Federal Emergency Management Agency's (FEMA), Flood Insurance Rate Map (FIRM) source indicates that the subject property lies outside a Special Flood Hazard Area (SFHA) and has a designation of a "X" Zone.

Analysis: The Subject Property is not located within a SFHA.

FINDING: It is not anticipated that the proposed FLUM change will negatively impact the function of a SFHA.

C. VEGETATIVE COMMUNITIES

According to the CES report, the assessment area is comprised of the following vegetative community types and features.

1. Pine Flatwoods (441): 58.32 acres
2. Disturbed Lands (740): 6.59 acres
3. Wetland Forested Mixed (630): 12.34 acres
4. Upland-Cut Ditch/Canal (510d): 0.95 acres

Analysis: There are wetlands located on the property and any impacts will need to be permitted through either St. Johns River Water Management District (SJRWMD) or the Florida Department of Environmental Protection (FDEP). State 404 permitting used to go through the Army Corps of Engineers but has since been transferred to the FDEP. Any wetland impacts proposed through this program will now go through FDEP.

FINDING: There is no anticipated additional impact from the proposed amendment. The proposed amendment does not propose to expand the development area on the subject property.

D. PROTECTED SPECIES DISTRIBUTION/ WILDLIFE UTILIZATION

The submitted CES report documents that no species of listed or management status have high or moderate likelihood of occurrence with the site area.

Analysis: The subject property is suitable for foraging and mobility; however, the site is directly influenced by neighboring residential land uses. Wildlife utilization may change over time due to various factors. To ensure that the referenced species and any potentially occurring species in the future, the Unified Land Development Code (Section 10.04.03.A, LDC) requires that a listed species study is performed by a Qualified Environmental Professional (QEP) at site plan or preliminary plat. Further, a study is valid for one year for the property that was investigate to capture any changes in wildlife utilization.

FINDING: The proposed land use change is not anticipated to impact listed species. There is no expansion to the footprint of the development area.

E. GROUNDWATER RESOURCE PROTECTION

According to City maintained data, the nearest production well is not within 500 feet of the site but is 2,300 feet to the south west. The site is not located within the Secondary Protection Zone or the Primary Protection Zone as defined by Section 10.03.02.B, LDC.

Analysis: The amendment is not within an aquifer recharge area or within a wellhead protection zone(s).

FINDING: The proposed land use change is not anticipated to impact groundwater resources.

F. HISTORICAL RESOURCES

A Phase I report from Dana Ste. Claire report provided the history of the site and noted no cultural resources on site.

Analysis: According to the information provided by Dana Ste. Claire, impacts to historical or archaeological resources are not anticipated as no sites were located.

FINDING: The proposed land use change is not anticipated to impact cultural and historical resources.

LAND USE COMPATIBILITY ANALYSIS

Policy 1.1.3.3 – At a minimum, compatibility with proximate uses and development patterns shall be considered when evaluating proposed FLUM amendments.

- A. This policy shall not be construed to mean that different categories of uses are inherently incompatible; rather, it is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.*
- B. Buffers are encouraged as an effective means of transition between areas where there is a greater degree of disparity in terms of densities and intensities.*
- C. Impacts to the health, safety, and welfare of surrounding residents shall be considered.*

Surrounding Future Land Use Map Designation:

North: Mixed Use

South: Greenbelt

East: Mixed Use

West: Residential, & Agriculture & Timberlands (Flagler County designation)

Surrounding Zoning Designation:

North: Master Planned Development & High Intensity Commercial

South: Suburban Estate-1

East: Master Planned Development

West: Master Planned Development & Agriculture (Flagler County designation)

Surrounding Property Existing Uses:

North: Vacant Commercial

South: Vacant Residential

East: City Stormwater facility (Dry Lake)

West: Grand Landings Subdivision & Vacant Residential

The proposed FLUM designation of Residential is generally consistent with the current land use designations and uses in the adjacent areas. The areas to the north are zoned commercial and if developed for commercial use will need to provide the appropriate buffer to protect the potential residential uses on the subject property. The area to east is commonly known as “Dry Lake” and serves as a retention area for the City’s stormwater system. Finally, the areas to the west and south are currently developed or are intended for development as single-family homes. Staff does not find any inconsistency in the proposed designation that would be a detriment to future development in the surrounding areas.

CONSISTENCY WITH COMPREHENSIVE PLAN

In addition to being consistent with Objective 1.1.3 and Policy 1.1.3.3 which establishes the criteria for review of Future Land Use Map Amendments as provided in the previous section. The proposed amendment is consistent with the following policies in the Comprehensive Plan:

Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.

Analysis: The proposed amendment is consistent with Policy 1.1.4.5, the expansion of residential use along an arterial is appropriate.

Policy 1.3.1.1 - The City shall ensure that the location and timing of new development is coordinated with the provision of public facilities through the use of growth management measures being included in the LDC such as development phasing, programming, and appropriate sizing of public facilities.

Analysis: The proposed amendment is consistent with Policy 1.3.1.1, the public facilities impacts can be accommodated by the existing infrastructure capacity. There are existing water and sewer mains adjacent to the property.

Policy 3.3.2.4 - The City shall encourage infill housing and cluster subdivisions in order to protect environmentally sensitive lands and to promote energy conservation.

Analysis: The proposed amendment to allow residential uses on the subject property is an example of encouraging infill housing within an established residential area served by an arterial that is 2.5 miles away from one of the City's main commercial corridor (State Road 100).

Objective 3.4.1 – Diversity in Housing Opportunities - Increase the diversity of the housing types, prices, and opportunities

Policy 3.4.1.1 – Through the FLUM and the zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use developments

Analysis: The proposed amendment will allow the potential to diversify the housing opportunities in the City consistent with the Objective and Policy stated above. The proposed FLUM amendment along with the companion Zoning Map amendment will provide an opportunity to provide residential opportunity in a “planned development community” that will provide private amenities such as sidewalks, parks for use by residents within the subdivision development.

Policy 5.1.3.2 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available consistent with Policies 1.1.1.2 and 1.1.3.2. For the purposes of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed amendment to Residential is consistent with Comprehensive Plan policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.

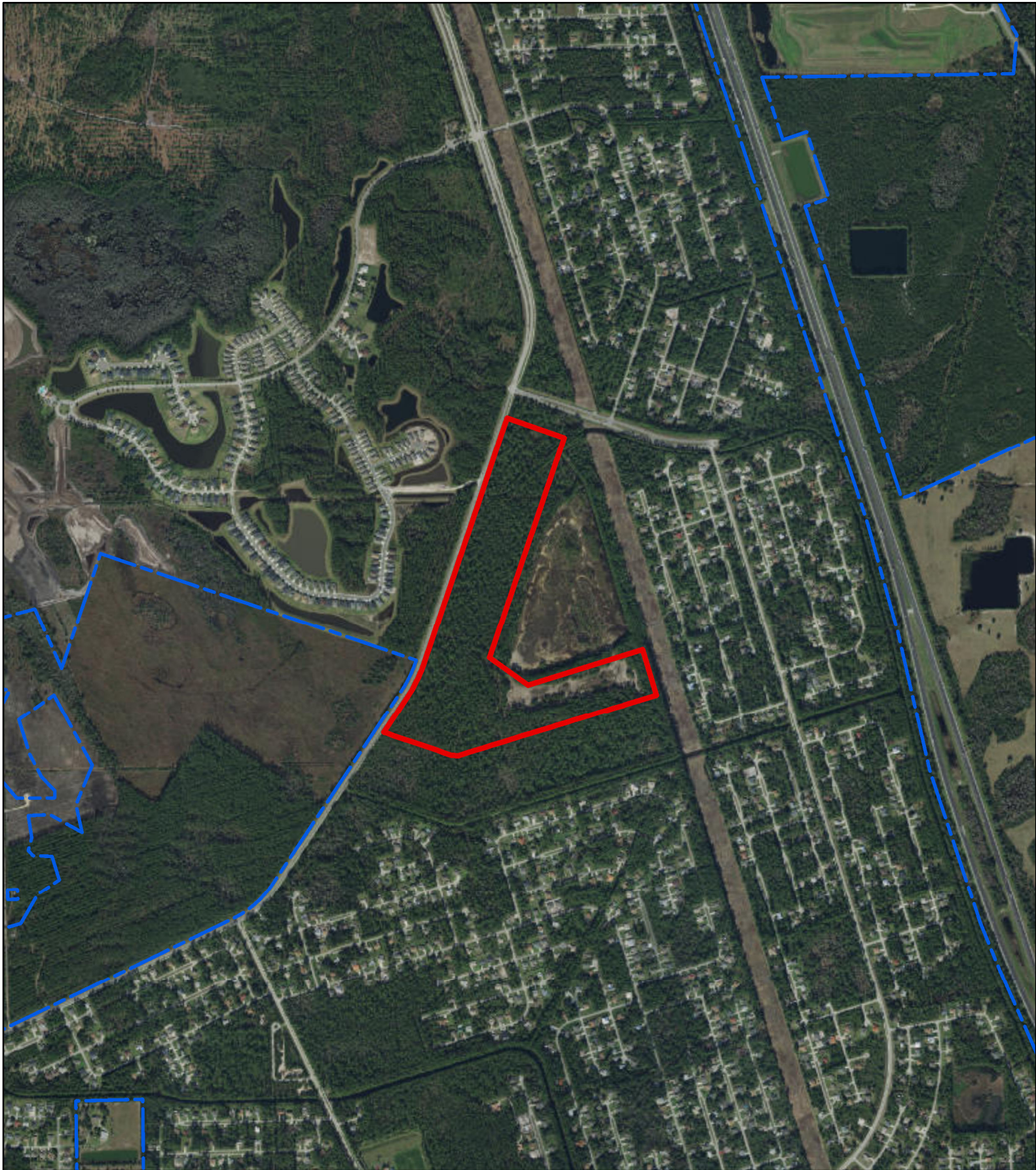
Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available as set forth in State law and City regulations. The City shall minimize the use of septic tanks in accordance with the provisions of Objective 5.2.3 and policies implementing that objective. For the purpose of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed amendment to Residential land use designation is consistent with Comprehensive Plan policy above to designate urban densities or intensities in areas that have sufficient existing or planned capacity for sanitary sewer facilities.



RECOMMENDATION

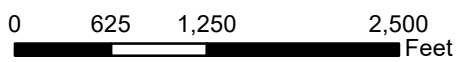
The Planning and Land Development Regulation Board (PLDRB) finds Application #4796 consistent with the Comprehensive Plan and recommends that City Council approve the FLUM amendment from Mixed Use to Residential. As well as add a site specific policy to limit development on the subject property to 227 dwelling units.

Seminole Trails

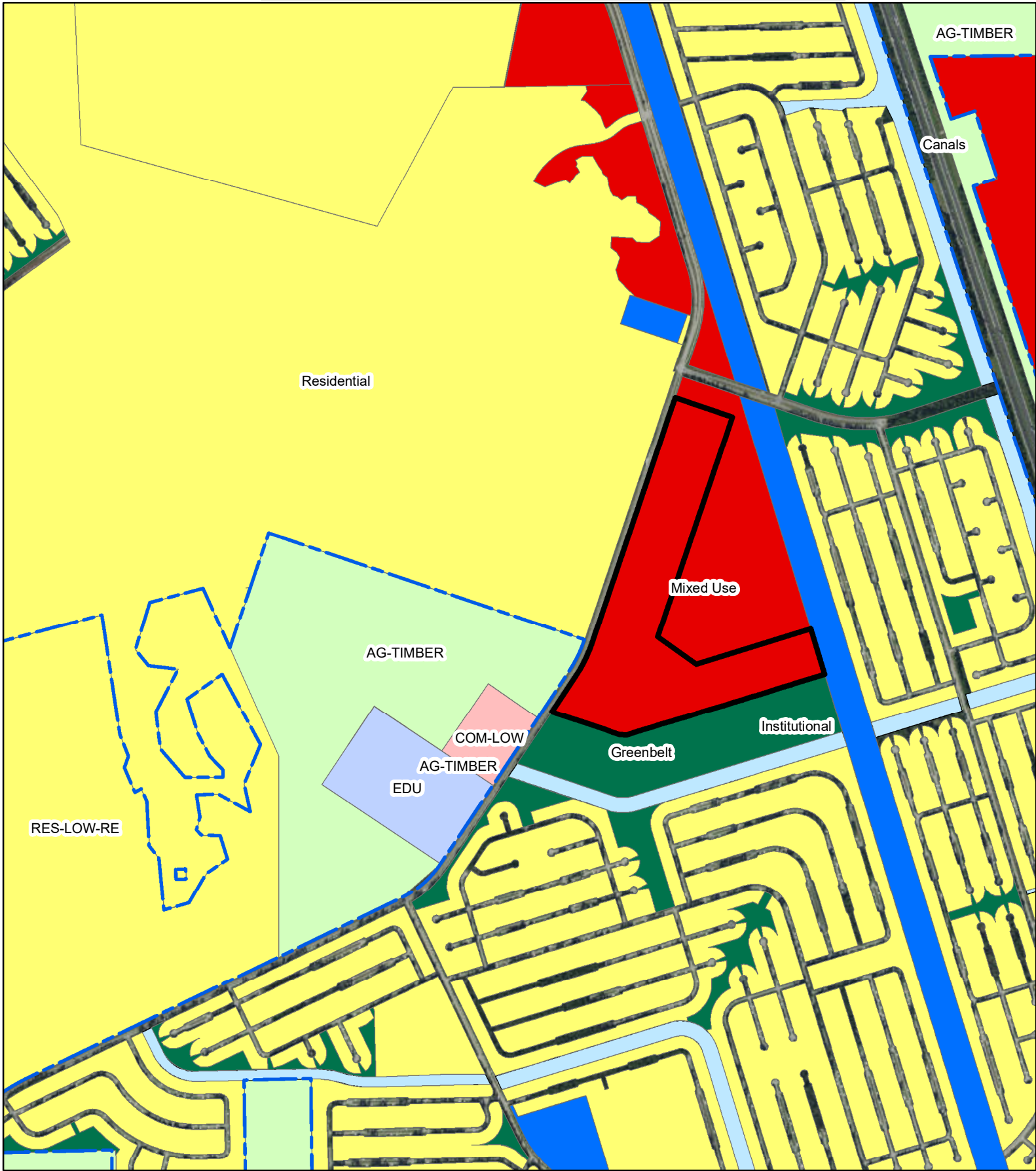


Legend

-  Palm Coast City Limits
-  Seminole Trails



Seminole Trails-Existing FLUM



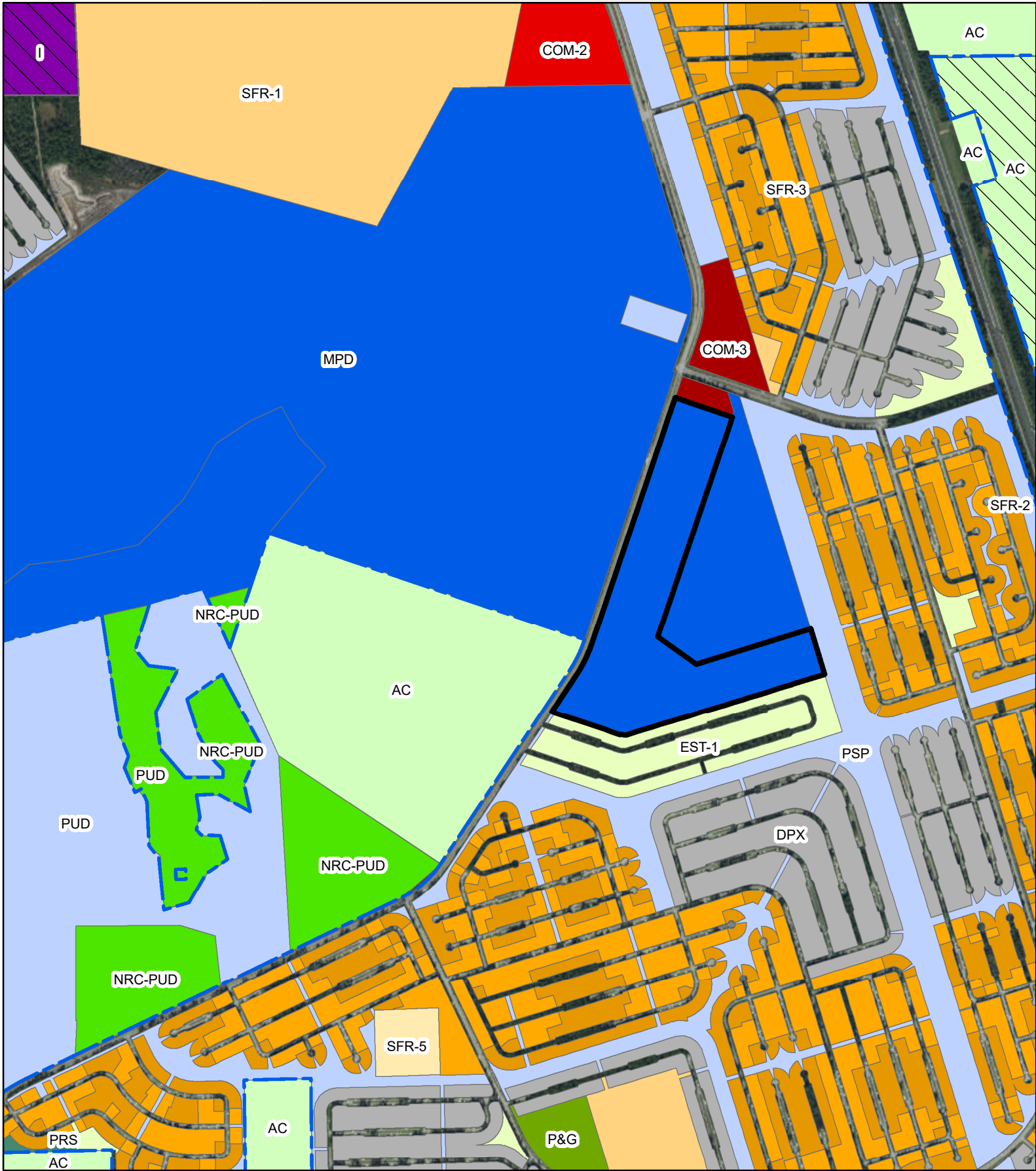
0 625 1,250 2,500 Feet

Legend

- | | | | | |
|------------------------|---------------|--------------------|---------------------|-------------------------------|
| Palm Coast City Limits | Canals | Mixed Use | Flagler FLUM | Educational Uses |
| Seminole Trails | Greenbelt | Residential | AG & Timber | Res: Low Density/Rural Estate |
| Palm Coast FLUM | Institutional | Com: Low Intensity | | |



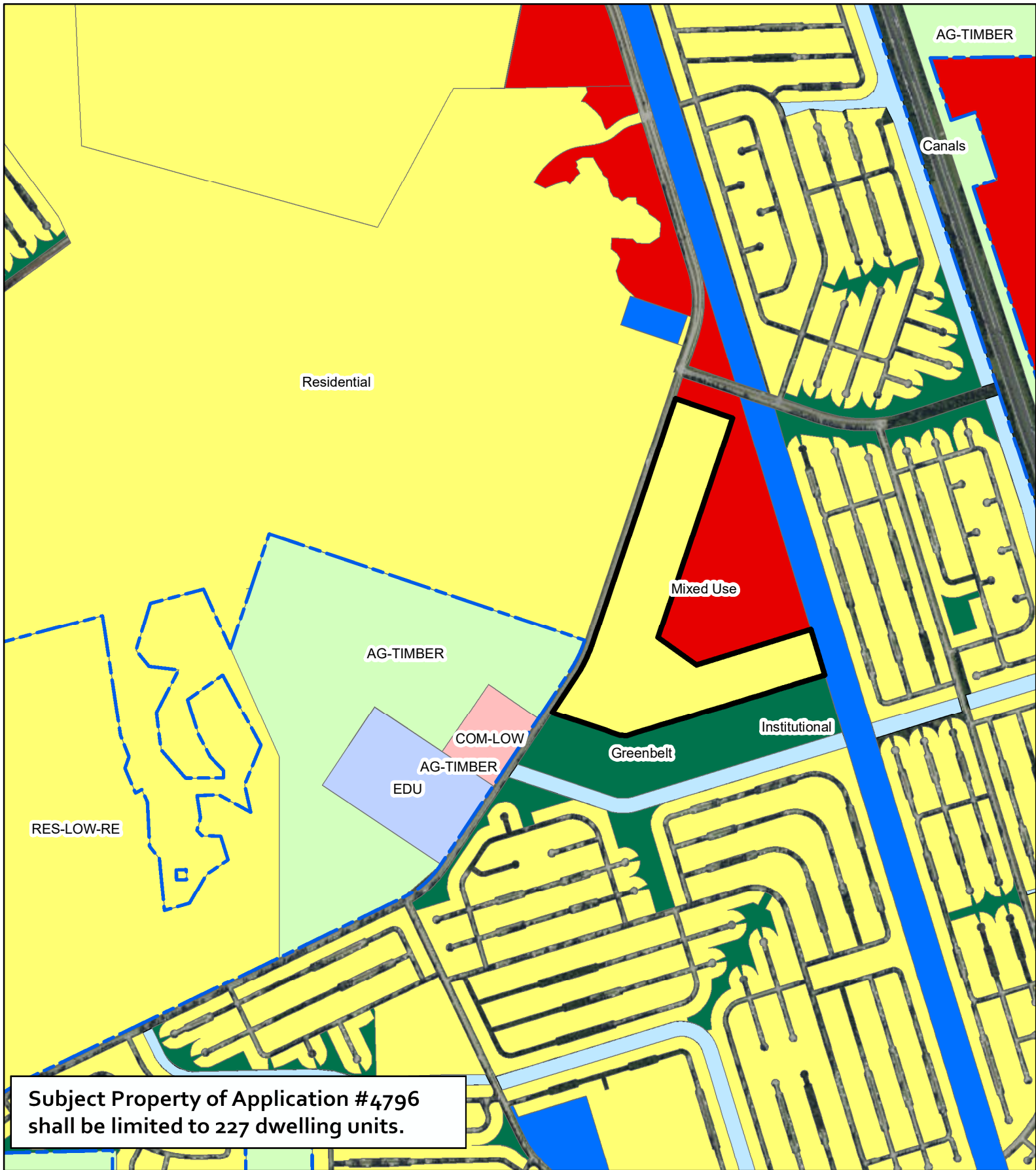
Seminole Trails-Existing Zoning



Legend

Palm Coast City Limits	Palm Coast Zoning	DPX	P&G	SFR-2	Flagler Zoning
Seminole Trails	AC	EST-1	PRS	SFR-3	AC
	COM-2	I	PSP	SFR-5	NRC-PUD
	COM-3	MPD	SFR-1		PUD

Seminole Trails-Proposed FLUM



Subject Property of Application #4796 shall be limited to 227 dwelling units.

0 625 1,250 2,500 Feet

Legend

- | | | | | |
|------------------------|---------------|--------------------|---------------------|-------------------------------|
| Palm Coast City Limits | Canals | Mixed Use | Flagler FLUM | Educational Uses |
| Seminole Trails | Greenbelt | Residential | AG & Timber | Res: Low Density/Rural Estate |
| Palm Coast FLUM | Institutional | Com: Low Intensity | | |



City of Palm Coast, Florida Agenda Item

Agenda Date : September 21, 2021

Department	PLANNING	Amount	
Item Key	11593	Account	
		#	
Subject	ORDINANCE 2021-XX AMENDING THE ZONING MAP DESIGNATION FOR A 70.2+/- ACRE PARCEL FROM MASTER PLANNED DEVELOPMENT (MPD) TO SINGLE-FAMILY RESIDENTIAL-1 (SEMINOLE TRAILS)		
Presenter : Jose Papa			
Background:			
<p>The subject area is an approximately 70 acre site located 2.5 miles south of State Road 100 on the eastside of Seminole Woods Blvd. The zoning map amendment application is a proposed to change the current designation from Master Planned Development (MPD) to Single-family residential (SFR-1). There is a companion Future Land Use Map (FLUM) amendment to change the current Mixed Use designation to Residential along with a site specific policy to limit development to 227 dwelling units.</p> <p>The proposed SFR-1 zoning mainly permits Single-family residential dwelling units. SFR-1 requires a 50' minimum lot width with a minimum lot size of 6,000 sq. ft. Other development standards such as maximum height (35'), minimum sq. ft. of dwelling area (1,200 sq.ft.), and front setbacks are similar to other single family zoning districts in the City. There are varying requirements for the side and rear setbacks.</p> <p>Staff analyzed the proposed rezoning based on the criteria in the City of Palm Coast Land Development Code. In summary, staff makes the following findings:</p> <ul style="list-style-type: none"> - the proposed rezoning is consistent with the Comprehensive Plan, the proposed rezoning will reduce impacts on public infrastructure and services, - the proposed rezoning is consistent with the surrounding land uses and does not cause a nuisance or threat to the general welfare and safety of the public. The proposed SFR-1 is generally consistent with the development pattern with the residential uses to the east and south. The site is abutted by an FPL easement and stormwater facility to the east. - the proposed amendment will not cause undue hardship or liability to the City since public infrastructure (water, sewer, roadways) are immediately available. 			
Public Process			
Neighborhood Meeting			
As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. There were no comments received at the Neighborhood meeting held on August 10, 2021.			
Planning and Land Development Regulation Board			
The PLDRB held a public hearing to consider the proposed amendment on August 18, 2021. After a brief discussion, the PLDRB voted 7-0 to recommend that City Council approve the proposed amendment.			

Recommended Action:

The Planning and Land Development Regulation Board (PLDRB) finds the proposed rezoning (Application #4795) consistent with the Comprehensive Plan and recommends that City Council approve the rezoning of 70.2 +/- acres from Master Planned Development (MPD) to the Single-Family Residential-1 (SFR-1) zoning district.

ORDINANCE 2021 - _____
SEMINOLE TRAILS ZONING MAP AMENDMENT (APPLICATION #4795)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE ZONING DESIGNATION FOR APPROXIMATELY 70.2+/- ACRES, FROM MASTER PLANNED DEVELOPMENT (MPD) TO SINGLE FAMILY RESIDENTIAL-1 (SFR-1); SUBJECT PROPERTY IS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND GRAPHICALLY DEPICTED IN EXHIBIT “B”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB); and

WHEREAS, the City Council has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;
2. The rezoning is compatible as defined in the Unified Land Development Code and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;

3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

WHEREAS, the City now intends to change the zoning of the subject property from Master Planned Development (MPD) to Single Family Residential-1 (SFR-1).

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. Rezoning of Subject Property. The zoning designations for the subject parcel is hereby changed from Master Planned Development (MPD) to Single Family Residential-1 (SFR-1).

SECTION 3. Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code 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 Code.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2021-____ as adopted by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance No. 2021-____ does not become effective, then this Ordinance shall become null and void.

APPROVED on first reading the 21st day of September, 2021, at a public hearing.

ADOPTED on the second reading the ____ day of _____ 2021, at a public hearing.

CITY OF PALM COAST, FLORIDA

David Alfin, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Approved as to form and legality

William E. Reischmann, Jr.
City Attorney

EXHIBIT A
LEGAL DESCRIPTION

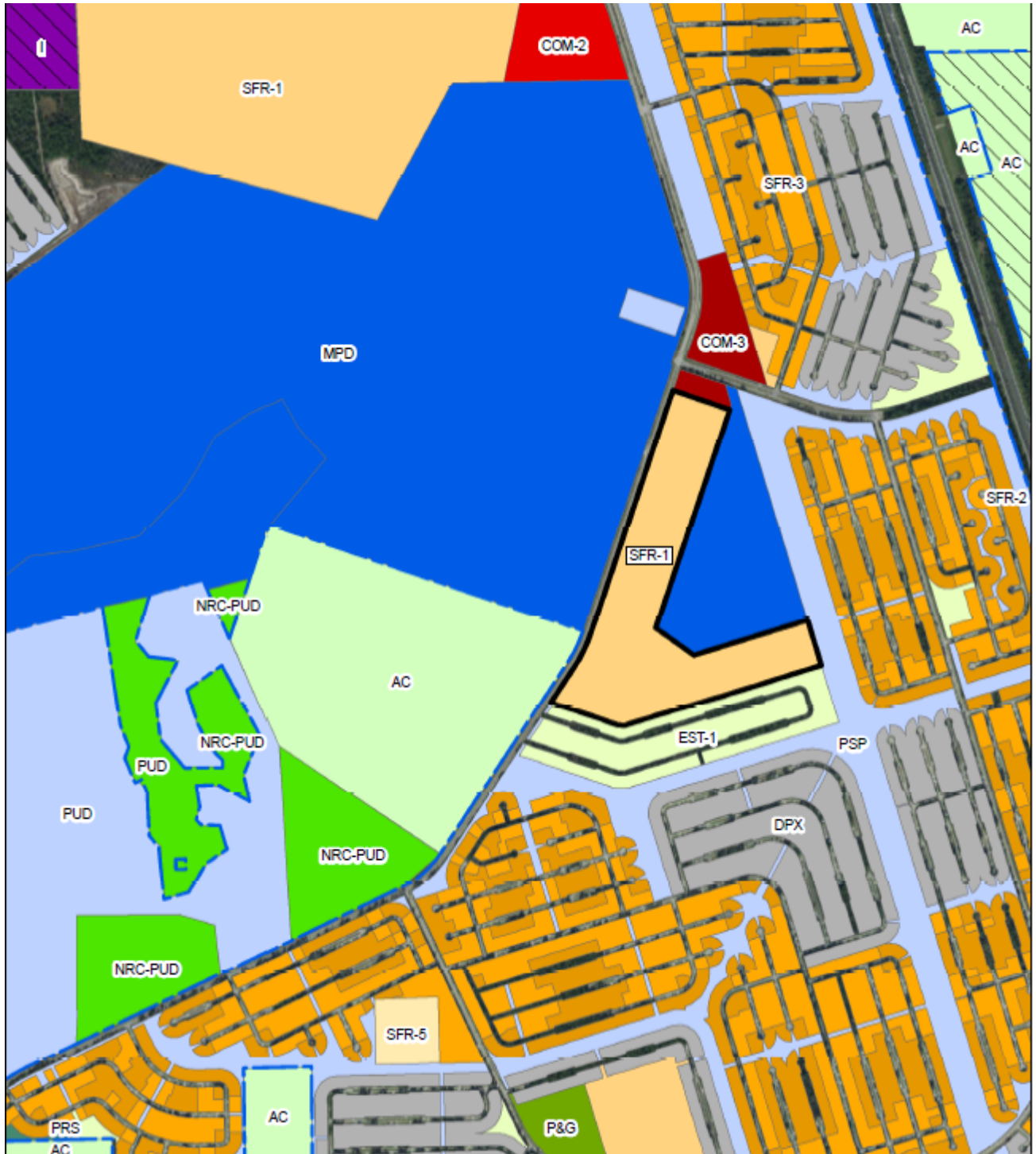
EXHIBIT A – LEGAL DESCRIPTION CONTINUED

A PARCEL OF LAND BEING A PORTION OF RESERVED PARCEL "B-5", ACCORDING TO THE SUBDIVISION MAP SEMINOLE PARK SECTION 59 PALM COAST, RECORDED IN MAP BOOK 19, PAGES 41 THROUGH 50 AND MAP BOOK 20, PAGES 1 THROUGH 8, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 2-7, OF THE SUBDIVISION PLAT OF SEMINOLE WOODS COMMERCE CENTER, AS RECORDED IN MAP BOOK 33, PAGES 5-7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCELS CONTAIN 70.23 ACRES, MORE OR LESS.

EXHIBIT B
PROPOSED ZONING MAP AMENDMENT





**COMMUNITY DEVELOPMENT DEPARTMENT
ZONING MAP AMENDMENT STAFF REPORT
CITY COUNCIL
SEPTEMBER 21, 2021**

OVERVIEW

Application Number: 4795
Applicant: Walker Douglas, Agent/Broker
Property Description: 70.2 +/- acres located 2.5 miles south of State Road 100 on the eastside of Seminole Woods Blvd.
Property Owner: Palm Coast Land Opportunities Inc.
Parcel ID #: 07-11-31-5380-00000-0020, 07-11-31-5380-00000-0030, 07-11-31-5380-00000-0040, 07-11-31-5380-00000-0050, 07-11-31-5380-00000-0060, & 07-11-31-5380-00000-0070
Parcel Address: Not yet established
Current FLUM: Mixed Use (Proposed for Residential via FLUM Amendment)
Current Zoning: Master Planned Development (MPD)
Current Use: Vacant
Size of Property: 70.2 +/- acres
Requested Action: Rezoning from the Master Planned Development (MPD) Zoning District to the Single-Family Residential – 1 (SFR-1) Zoning District

ANALYSIS

REQUESTED ACTION

Walker Douglas as Agent/Broker has applied to rezone 70.2 +/- acres of vacant land located approximately 2.5 miles south of State Road 100 on the eastside of Seminole Woods Blvd. There is a companion Future Land Use Map Amendment application to change the Land Use designation of the subject property from Mixed Use to Residential.

BACKGROUND/SITE HISTORY

At the time of the City's incorporation in 1999, the subject property was zoned C-2 General Commercial and Shopping Center.

The 2005 Zoning Map designated the property as Village Center-1 (VGC-1).

The Official Zoning Map adopted in 2008 designated the property as Master Planned Development (MPD). Although zoned as an MPD, the subject parcel does not have an accompanying MPD Agreement which spells out the permitted uses and development standards and conditions for the subject property.

PROJECT DESCRIPTION

Walker Douglas as Agent/Broker on behalf of the property owner has applied to change the designation of the subject parcel from Mixed Use to Residential (via a separate FLUM Amendment application) and modify the property's zoning from Master Planned Development (MPD) to Single-Family Residential – 1 (SFR-1) in order to develop a single-family homes community. The proposed SFR-1 Zoning District allows for a minimum 50' wide and 6,000 sq. ft. lots but does not limit the number of units in a project which is normally done in the MPD Development Agreement. However, in this case the number of units would be limited by the applicant's FLUM Amendment to the Residential designation which includes a site specific policy to limit development to 227 dwelling units.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	Residential
Zoning District	Master Planned Development (MPD)	Single-family Residential-1 (SFR-1)
Use	Vacant land	Single-family community with amenities
Acreage	70.2 +/- acres	70.2 +/- acres

SURROUNDING LAND USES:

NORTH:	FLUM:	Mixed Use
	Zoning:	High Intensity Commercial (COM-3)
EAST:	FLUM:	Mixed Use
	Zoning:	Master Planned Development
SOUTH:	FLUM:	Greenbelt
	Zoning:	Estate-1
WEST:	FLUM:	Residential, Agriculture & Timberlands (Flagler County Designation)
	Zoning:	Master Planned Development (MPD), Agriculture (Flagler County Designation)

SITE DEVELOPMENT REQUIREMENTS

Criteria	(Proposed Standards for SFR-1)
Min. Lot/Development Size	6,000 sq. ft. lot size
Min. Lot Width	50 ft.
Max. Impervious Surface Ratio	0.75
Min. Front Setback	20 ft.
Min. Rear Setback	10 ft.
Min. Interior Side Setback	5 ft.

Max. Building Height	35 ft.
Max. Floor Area Ratio	NA
Max. Density*	up to 7 units/per acre*

*Density in the Single-Family Residential - 1 (SFR-1) Zoning District is calculated based on Table 3-3 and Section 3.05.03.A of the Land Development Code, which allow up to 7 units/per acre on upland areas and up to 1.75 units/per acre on wetland areas that are preserved. However, in this case the FLUM Amendment will restrict the number of units to 227.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The proposed project with SFR-1 zoning is an allowed zoning district in areas designated *Residential* on the Future Land Use Map (FLUM) and will not create a conflict with protecting public interest. The proposed zoning designation is compatible with other designations and existing uses adjacent to the subject property.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The proposed zoning map amendment includes a companion Future Land Use Map amendment. The consistency of the proposed FLUM amendment with policies in the Comprehensive Plan are presented below as part of the analysis for the proposed zoning map amendment.

Policy 1.1.1.2 – The future land use designations shall permit the zoning districts listed and generally described in the following table.

Analysis: The proposed FLUM Amendment designates the subject property as *Residential* and Single-Family Residential-1 (SFR-1) is an allowable zoning district for areas with the *Residential* designation on this FLUM table.

Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.

Analysis: The proposed zoning map amendment is consistent with Policy 1.1.4.5, the expansion of residential uses along an arterial is appropriate. Additionally, water and sewer mains are available adjacent to the site.

Policy 1.3.1.1 - The City shall ensure that the location and timing of new development is coordinated with the provision of public facilities through the use of growth management measures being included in the LDC such as development phasing, programming, and appropriate sizing of public facilities.

Analysis: The proposed rezoning is consistent with Policy 1.3.1.1, the public facilities impacts can be accommodated by the existing infrastructure capacity. There are existing water and sewer mains adjacent to the property.

Policy 3.3.2.4 - The City shall encourage infill housing and cluster subdivisions in order to protect environmentally sensitive lands and to promote energy conservation.

Analysis: The proposed rezoning to allow residential uses on the subject property is an example of encouraging infill housing within an established residential area served by an arterial that is 2.5 miles away from one of the City's main commercial corridor (State Road 100).

Objective 3.4.1 – Diversity in Housing Opportunities - Increase the diversity of the housing types, prices, and opportunities

Policy 3.4.1.1 – Through the FLUM and the zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use developments

Analysis: The proposed rezoning will allow the potential to diversify the housing opportunities in the City consistent with the Objective and Policy stated above. The proposed Zoning Map amendment will provide an opportunity for residential development within a newly platted subdivision that will provide private amenities such as sidewalks, parks for use by residents within the subdivision development.

Policy 5.1.3.2 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available consistent with Policies 1.1.1.2 and 1.1.3.2. For the purposes of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed rezoning is consistent with Comprehensive Plan policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.

Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available as set forth in State law and City regulations. The City shall minimize the use of septic tanks in accordance with the provisions of Objective 5.2.3 and policies implementing that objective. For the purpose of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed rezoning is consistent with Comprehensive Plan policy above to designate urban densities or intensities in areas that have sufficient existing or planned capacity for sanitary sewer facilities.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Finding: Potable water and sewer services are available to serve the project. Seminole Woods Blvd. has existing traffic capacity to serve the future residents of this project.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The proposed rezoning will be compatible with the overall neighborhood as it is located within an area of primarily residential uses and preserved lands and the project's residential uses will provide demand for existing and future commercial land uses in nearby Mixed Use areas.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Staff Finding: The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.06.03

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*":

A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;

Staff Finding: As noted previously in the analysis prepared for LDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested zoning district is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

B. Its impact upon the environment and natural resources;

Staff Finding: Upon submittal of the subdivision master plan a thorough environmental analysis will be provided by the applicant and reviewed by applicable City staff and other governmental review agencies. Additionally, there is no additional impact on the environment and natural resources since the development area of the subject property is not being expanded.

C. Its impact on the economy of any affected area;

Staff Finding: Impacts to the Palm Coast economy are anticipated to be positive since the project will provide numerous construction jobs over the first few years and will provide additional tax revenues to the City. Additionally, the residential homes will increase demand for commercial services in reasonably close proximity to the site.

D. Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;

Staff Finding: The impact on the necessary governmental services including: wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems will be covered by concurrency regulations and impact fees paid by the developer during the Preliminary Plat and construction drawing review process.

E. Any changes in circumstances or conditions affecting the area;

Staff Finding: Due to increasing housing costs and especially infrastructure costs typical lot sizes have shrunk over the last 10 – 20 years. Additionally, a strong demand exists for single-family homes.

F. *Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;*

Staff Finding: As previously described the proposed rezoning will be compatible with the existing and future planned commercial uses in the overall neighborhood. Positive impacts should be created by the proposed project as it will create housing opportunity in a “planned community” which offers private amenities such as sidewalks and recreation areas.

G. *Whether it accomplishes a legitimate public purpose:*

Staff Finding: The subject property is proposed via a FLUM Amendment to be located within the Residential designation on the FLUM and the proposed zoning district of SFR-1 is an allowable zoning district within that FLUM designation. Staff believes the site is very appropriate for the proposed residential community.

PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to rezone property within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a neighborhood meeting.

Neighborhood Meeting

As required by the Land Development Code, a neighborhood meeting was hosted by the applicant. There were no comments received at the Neighborhood meeting held on August 10, 2021.

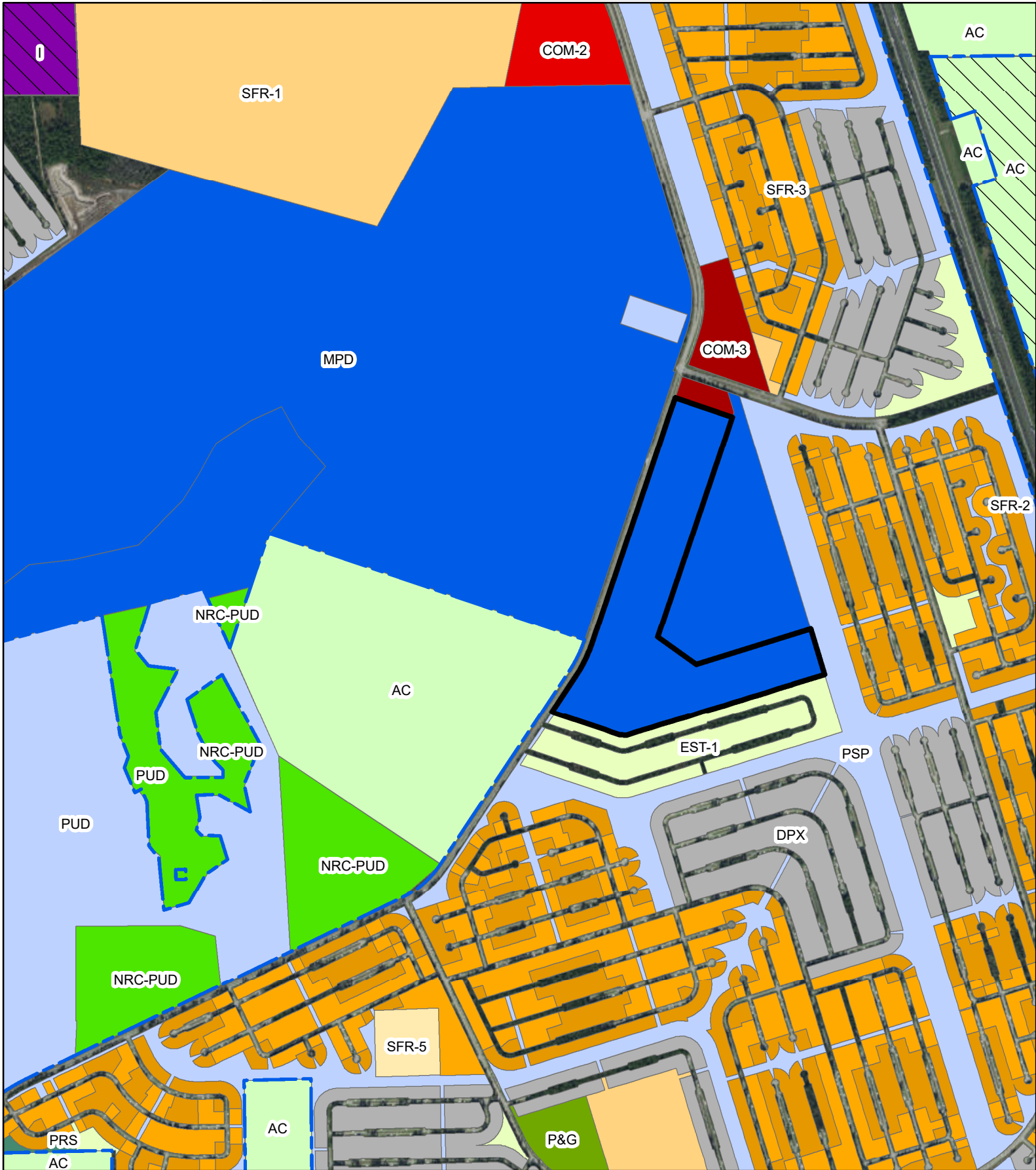
Planning and Land Development Regulation Board

The PLDRB held a public hearing to consider the proposed amendment on August 18, 2021. After a brief discussion, the PLDRB voted 7-0 to recommend that City Council approve the proposed amendment.

RECOMMENDATION

The Planning and Land Development Regulation Board (PLDRB) finds the proposed rezoning (Application #4795) consistent with the Comprehensive Plan and recommends that City Council approve the rezoning of 70.2 +/- acres from Master Planned Development (MPD) to the Single-Family Residential-1 (SFR-1) zoning district.

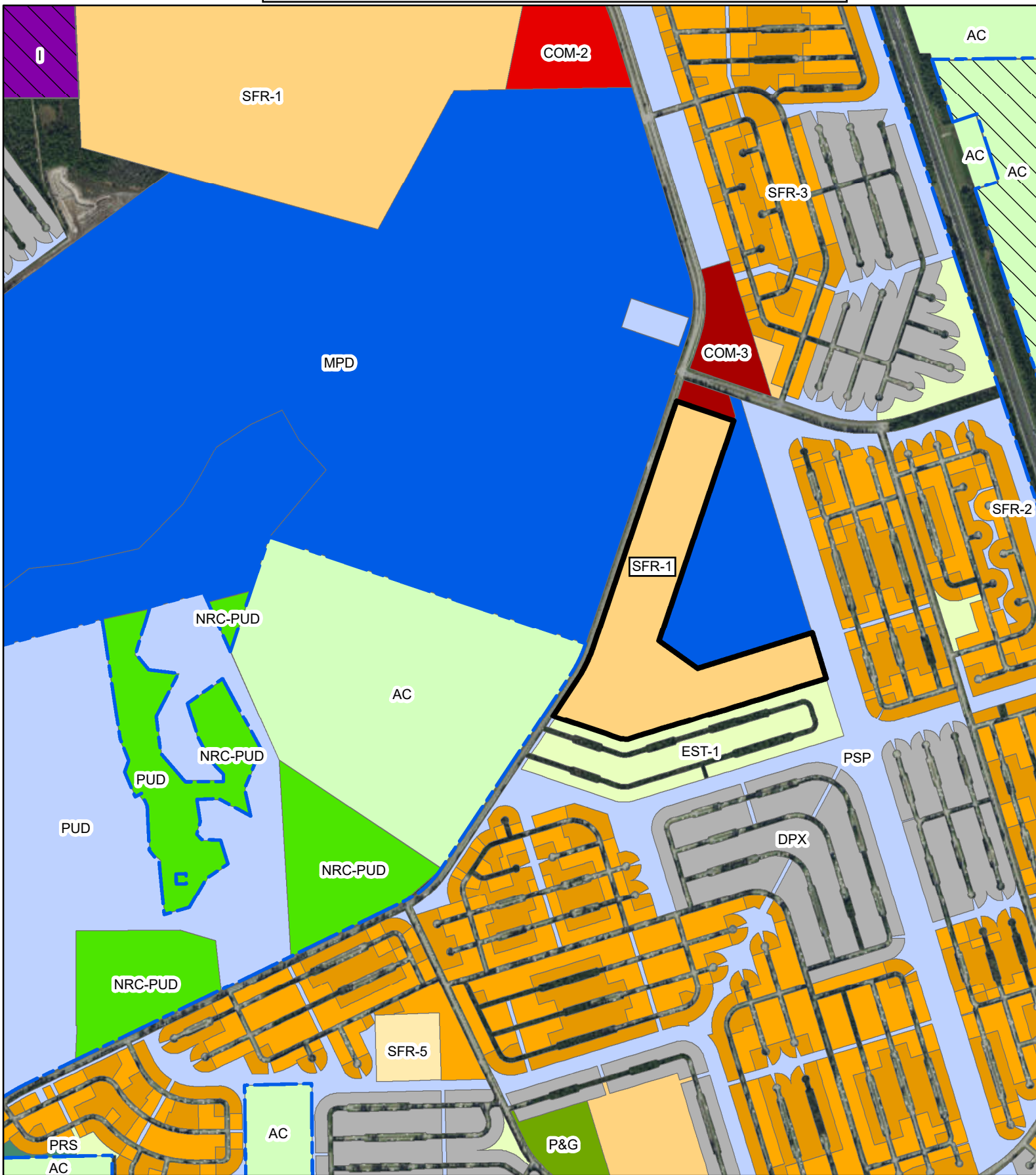
Seminole Trails-Existing Zoning



Legend

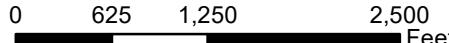
Palm Coast City Limits	Palm Coast Zoning	DPX	P&G	SFR-2	Flagler Zoning
Seminole Trails	AC	EST-1	PRS	SFR-3	AC
	COM-2	I	PSP	SFR-5	NRC-PUD
	COM-3	MPD	SFR-1		PUD

Seminole Trails-Proposed Zoning



Legend

Palm Coast City Limits	Palm Coast Zoning	DPX	P&G	SFR-2	Flagler Zoning
Seminole Trails	AC	EST-1	PRS	SFR-3	AC
	COM-2	I	PSP	SFR-5	NRC-PUD
	COM-3	MPD	SFR-1		PUD



City of Palm Coast, Florida Agenda Item

Agenda Date: September 7, 2021

Department	PLANNING	Amount	
Item Key	11561	Account	
		#	
Subject	ORDINANCE 2021-XX SECRET GARDENS, APPLICATION NO. 4816 TO REZONE 52.4 +/- ACRES FROM THE GENERAL OFFICE (OFC-2) ZONING DISTRICT TO THE HIGH INTENSITY COMMERCIAL (COM-3), PRESERVATION (PRS) AND PUBLIC/SEMI-PUBLIC (PSP) ZONING DISTRICTS		
Presenter:	Bill Hoover		
Background:	<p><u>UPDATE FROM THE SEPTEMBER 7, 2021 BUSINESS MEETING</u> This item was heard by the City Council at their September 7, 2021 Business Meeting. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM SEPTEMBER 7, 2021</u> Steve Hyman of Coastal Collections, LLC, who purchased the site in October 2020, is requesting a rezoning on 52.4 +/- acres of land located on the east side of Old Kings Road about 1.5 miles south of Palm Coast Parkway, from General Office (OFC-2) to the High Intensity Commercial (COM-3), Preservation (PRS) and Public/Semi-Public (PSP) Zoning Districts.</p> <p>Coastal Collections, LLC wants to rezone the westerly portion of the site that is uplands and fronts along Old Kings Road to High Intensity Commercial (COM-3), a small narrow area along the easterly portion of the site that is also uplands to Public/Semi-Public (PSP) and the remaining central wetland areas to Preservation (PRS). There is roughly 18 acres of buildable land that is proposed for COM-3. In this case buildable is referring to land that is designated uplands and unencumbered by drainage easements. There is also about 3 -4 acres of buildable land along the easterly boundary of the site that is proposed for Public/Semi-Public (PSP). However, the proposed PSP lands do not have an access through the wetlands area that separates the proposed COM-3 and PSP lands so the developer plans on using it for mitigation purposes or land banking it.</p> <p>The property owner wants to develop a portion of the proposed COM-3 lands as a retail landscape nursery. Coastal Collections, LLC also wants to develop an office park for tradespeople or residential contractors on some of the COM-3 lands where those businesses would have offices or retail showrooms facing Old Kings Road and then the rear half of the buildings with rear accesses could be used for the storage of their supplies, equipment and some vehicles. Note the COM-3 Zoning District does not allow light industrial uses so uses in the back half of the buildings would be restricted. Examples of these would be residential home builders, air-conditioning contractors, electricians, plumbers and pool maintenance contractors.</p> <p><u>Public Participation:</u> The developer notified all neighboring property owners within 300 feet of the subject property via standard USPS mail of a neighborhood meeting that was held on August 4th, 2021 at 5:30 P.M at the Hilton Garden Inn located NW of the intersection of Town</p>		

Center Boulevard and SR 100. The developer erected two City provided signs on the subject property and newspaper ads have been run approximately two weeks before each of the three public hearings.

Planning and Land Development Regulation Board: The Planning and Land Development Regulation Board (PLDRB) meeting was held at 5:30 PM on August 18, 2021. No one from the public attended spoke regarding this project. The PLDRB found this project in compliance with the Comprehensive Plan and recommended approval to City Council by a 6 – 0 vote.

Recommended Action:

The Planning and Land Development Regulation Board recommends that City Council approve Secret Gardens, Application No. 4816 to rezone 52.4 +/- acres from the General Office (OFC-2) Zoning District to the High Intensity Commercial (COM-3), Preservation (PRS) and Public/Semi-Public (PSP) Zoning Districts.

ORDINANCE 2021-_____
REZONING APPLICATION NO. 4816
SECRET GARDEN REZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 52.4 +/- ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 20-11-31-0000-01030-0000, LOCATED ON THE EAST SIDE OF OLD KINGS ROAD ABOUT 1.5 MILES SOUTH OF PALM COAST PARKWAY AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM THE GENERAL OFFICE (OFC-2) ZONING DISTRICT TO THE HIGH INTENSITY COMMERCIAL (COM-3), PRESERVATION (PRS) AND PUBLIC/SEMI-PUBLIC (PSP) ZONING DISTRICTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB); and

WHEREAS, the City Council has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;
2. The rezoning is compatible as defined in the Unified Land Development Code and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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

SECTION 1. Legislative and Administrative Findings. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. Official Zoning Map Amended. The 52.4 +/- acres of land, identified as tax parcel identification number 20-11-31-0000-01030-0000, located on the east side of Old Kings Road about 1.5 miles south of Palm Coast Parkway, legally described in “Exhibit A” and as depicted in “Exhibit B”, attached hereto, is hereby amended from the General Office (OFC-2) Zoning District to the High Intensity Commercial (COM-3), Preservation (PRS) and Public/Semi-Public (PSP) Zoning Districts.

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 Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code 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 Code.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 7th day of September, 2021.

Adopted on the second reading after due public notice and hearing City of Palm Coast this 21st day of September, 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

Exhibit “A” – Legal Description of property subject to Official Zoning Map amendment

Exhibit “B” – Revised Official Zoning Map

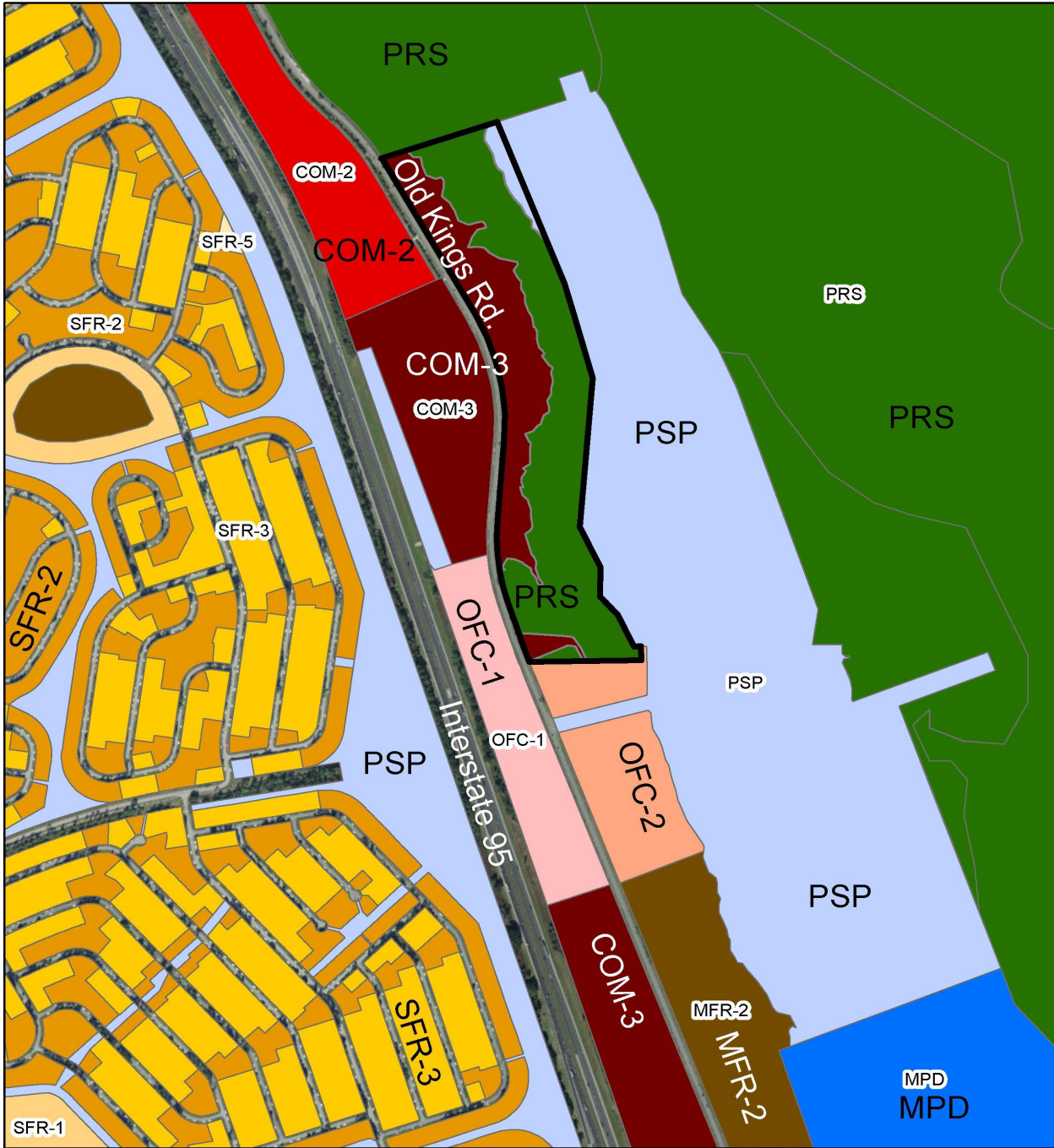
EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 523.01, along Old Kings Road and West of spray effluent site.

A parcel of land lying East of Interstate-95 within Government Sections 20 and 29, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

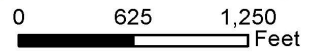
A point of reference being the North Quarter (1/4) corner of Government Section 29, Township 11 South, Range 31 East, thence South 88°57'37" West along the North line of Section 29 a distance of 537.84 feet to a point on the East right-of-way line of Old Kings Road (66'R/W) said point being the Point of Beginning of this description, said point being the point of intersection with a non-tangent curve, concave Easterly, thence departing said section line Northerly a distance of 182.90 feet along the arc of said curve to the right having a central angle of 01°47'08", a radius of 5869.37 feet, a chord bearing of North 19°42'04" West and a chord distance of 182.89 feet to a point of tangency, thence North 18°48'30" West along Old Kings Road right-of-way a distance of 230.74 feet to a point of curvature, concave Easterly, thence Northerly a distance of 569.46 feet along the arc of said curve to the right having a central angle of 23°24'10", a radius of 1394.18 feet, a chord bearing of North 07°06'25" West and a chord distance of 565.51 feet to a point of tangency, thence North 04°35'40" East a distance of 544.15 feet to a point of curvature, concave Westerly, thence Northerly a distance of 882.97 feet along the arc of said curve to the left having a central angle of 34°31'24", a radius of 1465.39 feet, a chord bearing of North 12°40'02" West and a chord distance of 869.67 feet to a point of tangency, thence North 29°56'13" West along the East right-of-way line of Old Kings Road a distance of 1172.80 feet to a point of curvature, concave Northeasterly, thence Southeasterly a distance of 30.73 feet along the arc of said curve to the right having a central angle of 01°12'05", a radius of 1465.39 feet, a chord bearing of North 30°31'47" West and a chord distance of 30.73 feet to the point of intersection with a non-tangent line, thence departing Old Kings Road North 71°51'31" East a distance of 784.62 feet, thence South 21°50'19" East a distance of 1168.13 feet, thence South 16°04'58" East a distance of 665.42 feet, thence South 04°52'39" West a distance of 1003.99 feet, thence South 26°21'24" East a distance of 300.51 feet, thence South 00°54'07" West a distance of 195.45 feet, thence South 42°34'39" East a distance of 167.86 feet, thence South 26°42'49" East a distance of 237.96 feet, thence North 89°00'40" East a distance of 45.03 feet, thence South 00°34'43" East a distance of 266.92 feet, thence South 05°10'37" East a distance of 39.63 feet, thence South 23°56'28" West a distance of 37.00 feet, thence South 75°25'34" West a distance of 581.63 feet to a point on the East right-of-way line of Old Kings Road, thence North 21°33'27" West along said right-of-way a distance of 310.40 feet to a point of curvature, concave Easterly, thence Northerly a distance of 98.72 feet along the arc of said curve to the right having a central angle of 00°57'49", a radius of 5869.37 feet, a chord bearing of North 21°04'32" West and a chord distance of 98.72 feet to the Point of Beginning.

EXHIBIT "B"
REVISED OFFICIAL ZONING MAP



Legend

Palm Coast City Limits	Zoning	MFR-2	OFC-2	SFR-1	SFR-5
Secret Garden	COM-2	MPD	PRS	SFR-2	
	COM-3	OFC-1	PSP	SFR-3	



Map Provided By: Planning Division



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR SECRET GARDENS REZONING
CITY COUNCIL PUBLIC HEARING
SEPTEMBER 7, 2021**

OVERVIEW

Application Number: 4816
Applicant: Steve Hyman, of Coastal Collections, LLC of Palm Coast, FL
Property Description: 52.4 +/- acres located on the east side of Old Kings Road about 1.5 miles south of Palm Coast Parkway
Property Owner: Steve Hyman, Coastal Collections, LLC, Palm Coast, FL
Parcel ID #: 20-11-31-0000-01030-0000
Parcel Address: NA
Current FLUM: Mixed Use
Current Zoning: General Office (OFC-2)
Current Use: Vacant
Size of Property: 52.4 +/- acres
Requested Action: Rezoning from the General Office (OFC-2) Zoning District to the High Intensity Commercial (COM-3), Preservation (PRS) and Public/Semi-Public (PSP) Zoning Districts

ANALYSIS

REQUESTED ACTION

Steve Hyman of Coastal Collections, LLC is requesting a rezoning on 52.4 +/- acres of land located on the east side of Old Kings Road about 1.5 miles south of Palm Coast Parkway, from General Office (OFC-2) to the High Intensity Commercial (COM-3), Preservation (PRS) and Public/Semi-Public (PSP) Zoning Districts.

BACKGROUND/SITE HISTORY

The subject property was purchased by Coastal Collections, LLC on October 13, 2020.

PROJECT DESCRIPTION

Coastal Collections, LLC wants to rezone the westerly portion of the site that is uplands and fronts along Old Kings Road to High Intensity Commercial (COM-3), a small narrow area along the easterly portion of the site that is also uplands to Public/Semi-Public (PSP) and the remaining central wetland areas to Preservation (PRS). There is roughly 18 acres of buildable land that is proposed for COM-3. In this case buildable is referring to land that is designated uplands and unencumbered by drainage easements. There is also about 3 -4 acres of buildable land along the easterly boundary of the site that is proposed for Public/Semi-Public (PSP). However, the proposed PSP lands do not have an access through the wetlands area that separates the proposed COM-3 and PSP lands so the developer plans on using it for mitigation purposes or land banking it.

The property owner wants to develop a portion of the proposed COM-3 lands as a retail landscape nursery. Coastal Collections, LLC also wants to develop an office park for tradespeople or residential contractors on some of the COM-3 lands where those businesses would have offices or retail showrooms facing Old Kings Road and then the rear half of the buildings with rear accesses could be used for the storage of their supplies, equipment and some vehicles. Note the COM-3 Zoning District does not allow light industrial uses so uses in the back half of the buildings would be restricted. Examples of these would be residential home builders, air-conditioning contractors, electricians, plumbers and pool maintenance contractors.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use, Conservation and Institutional	Mixed Use, Conservation and Institutional
Zoning District	General Office (OFC-2)	High Intensity Commercial (COM-3), Preservation (PRS) and Public/Semi-Public (PSP)
Use	Vacant land	Commercial center, preserved land and semi-public area
Acreage	52.4 +/- acres	52.4 +/- acres

SURROUNDING LAND USES:

NORTH:	FLUM:	Conservation
	Zoning:	Preservation (PRS)
EAST:	FLUM:	Institutional
	Zoning:	Public/Semi-Public
SOUTH:	FLUM:	Mixed Use/Conservation
	Zoning:	General Office (OFC-2)
WEST:	FLUM:	Mixed Use
	Zoning:	High Intensity Commercial (COM-3)/General Commercial (COM-2)/Limited Office (OFC-1)

COMMERCIAL SITE DEVELOPMENT REQUIREMENTS

Criteria	(Proposed Standards for COM-3)
Min. Lot Size	30,000 sq. ft.
Min. Lot Width	100 ft.
Max. Impervious Surface Ratio	0.70
Min. Front Setback	25 ft. major roads/20 ft. local
Min. Rear Setback	10 ft.
Min. Interior Side Setback	10 ft.
Max. Building Height	75 ft.
Max. Floor Area Ratio	0.50

INSTITUTIONAL SITE DEVELOPMENT REQUIREMENTS

Criteria	(Proposed Standards for PSP)
Min. Lot Size	20,000 sq. ft.
Min. Lot Width	100 ft.
Max. Impervious Surface Ratio	0.70
Min. Front Setback	25 ft. major roads/20 ft. local
Min. Rear Setback	10 ft.
Min. Interior Side Setback	10 ft.
Max. Building Height	100 ft.
Max. Floor Area Ratio	0.30

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The COM-3, PRS and PSP zoning districts are allowed zoning districts in areas designated respectively *Mixed Use, Conservation and Institutional* on the Future Land Use Map (FLUM) and will be compatible with the variety of other uses currently allowed within close proximity to the site.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The request is consistent with the following policies and goal of the Comprehensive Plan:

- **Chapter 1 Future Land Use Element:**

Goal 1.1: Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.

The proposed somewhat isolated location of these COM-3 uses will assist in providing a mix of non-residential land uses in the Old Kings Road Corridor while not negatively impacting residential uses located further south and north of the project. Additionally, the applicant is rezoning about one-half of the site to Preservation uses so those environmentally sensitive lands can be retained as conservation lands in perpetuity.

-Policy 1.1.1.2 – The future land use designations shall permit the zoning districts listed and generally described in the following table.

The FLUM designates the westerly half of the subject property as *Mixed Use* and High Intensity Commercial (COM-3) is an allowable zoning district for areas with the *Mixed Use* designation on this FLUM table. The upland areas along the eastern boundary of the site are proposed for Public/Semi-Public (PSP) and those are allowed in areas designated *Institutional* on this FLUM table. Preservation (PRS) lands are an allowed zoning district in areas designated *Conservation* on the FLUM table.

-Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.

The proposed COM-3 lands would provide the opportunity for having an area in reasonable proximity to the large volume of existing general retail services that are provided along the Palm Coast Parkway Corridor east of I-95. This would allow these higher intensity commercial uses to be located separately about 1.5 miles south of Palm Coast Parkway rather than mix those uses together in what can be argued as Palm Coast's most highly desirable retail location. Having contractor's offices in the proposed location would shorten their employees' trips to provide residential services for residents residing in the central portion of Palm Coast and thus likely reducing the costs of those services. The proposed garden center would be easily compatible with other uses along this section of Old Kings Road. Public services are available to serve the site or will be extended by the developer at the developer's expense.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Finding: Potable water and sewer services are available to serve the project.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The proposed rezoning will be compatible with the overall neighborhood as it is located within an area of primarily medium to high intensity non-residential zoning districts and uses and preserved lands.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Staff Finding: The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.06.03

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*":

A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;

Staff Finding: As noted previously in the analysis prepared for LDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested zoning districts are in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

B. Its impact upon the environment and natural resources;

Staff Finding: Upon submittal of the non-residential Subdivision Master Plan or Technical Site Plan a thorough environmental analysis will be provided by the applicant and reviewed by applicable City staff and other governmental review agencies. Additionally, all lands within the Conservation designated area on the FLUM will be preserved.

C. Its impact on the economy of any affected area;

Staff Finding: Impacts to the Palm Coast economy are anticipated to be positive since the project will provide numerous construction jobs over the first few years, will provide a convenient location for residents to purchase garden supplies and landscaping materials, will also provide a convenient central location for residential home contractors, and will provide additional tax revenues for the City.

D. Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;

Staff Finding: The impact on the necessary governmental services including: wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems will be covered by concurrency regulations and impact fees paid by the developer during the Preliminary Plat and construction drawing or Technical Site Plan review process.

E. Any changes in circumstances or conditions affecting the area;

Staff Finding: The office market has been very soft especially since the Great Recession with many employees now working remotely from home since March of 2020. The demand for general or medical offices at this location does not look promising over at least the next few years.

F. Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;

Staff Finding: As previously described the proposed rezoning will be compatible with the existing and future planned commercial in the overall neighborhood and the City's existing water treatment facility uses along the subject property's eastern boundary.

G. Whether it accomplishes a legitimate public purpose:

Staff Finding: The westerly portion of the subject property is located within the Mixed Use designation on the FLUM and the proposed zoning district of COM-3 is an allowable zoning district within that FLUM designation. The uplands along the eastern portion of the site will be rezoned to PSP and that is an appropriate zoning district for lands designated Institutional on the FLUM. With this rezoning all of the lands within the Conservation designated area on the FLUM will have to be preserved. Staff believes the site is appropriate for the proposed high intensity commercial and semi-public uses on the site's upland areas.

PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to rezone property within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a neighborhood meeting.

To comply with this standard, the developer notified the neighboring property owners via standard USPS mail of an upcoming neighborhood meeting that was held on August 4, 2021 at 5:30 P.M. at the Hilton Garden Inn nearby SR 100 and Town Center Boulevard. The applicant and City staff attended this meeting but no one from the public attended.

The developer erected two City provided signs along Old Kings Road at least 14 days prior to each public hearing, notifying the general public of the PLDRB and two City Council hearings.

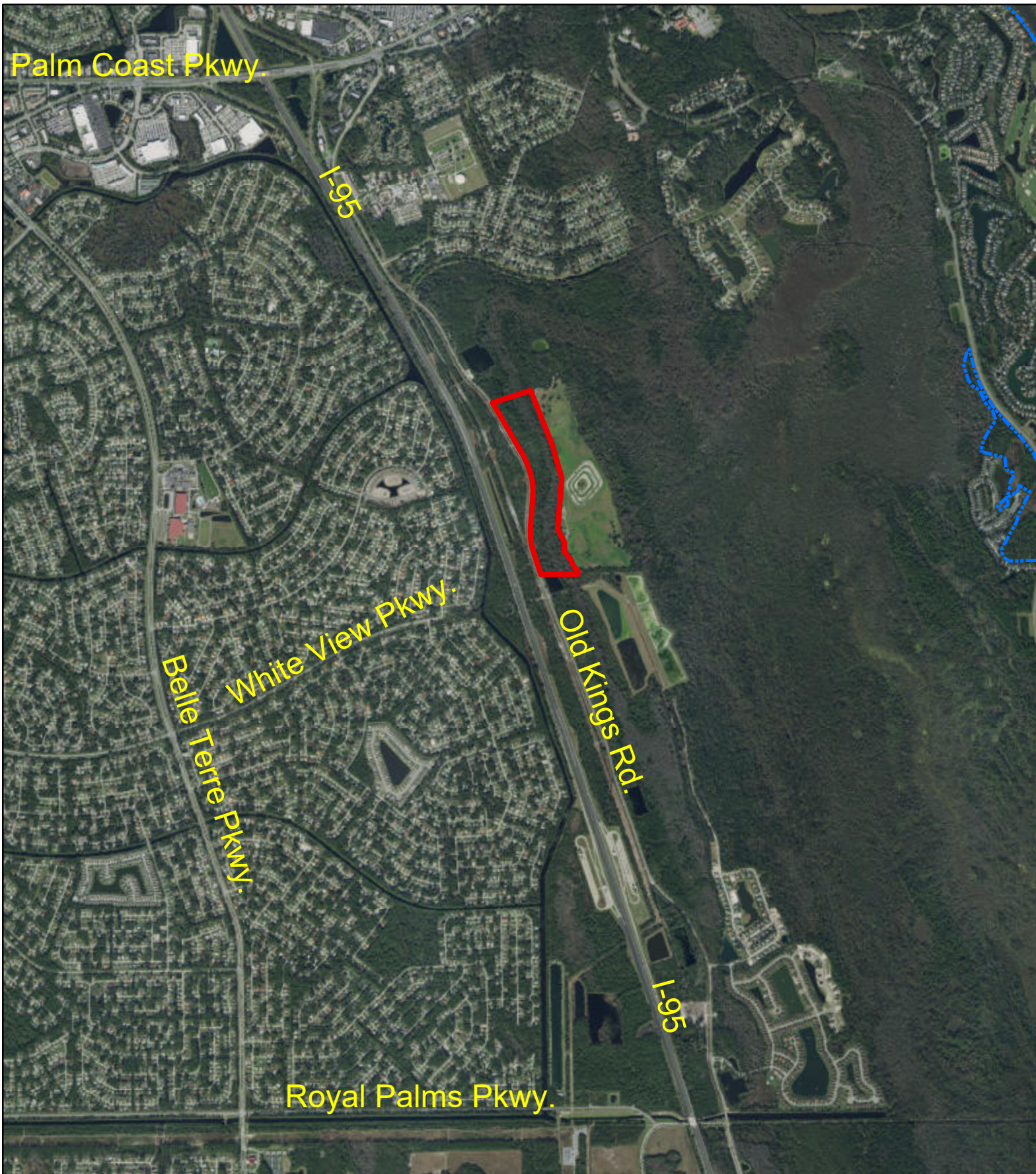
PLANNING AND LAND DEVELOPMENT REGULATION BOARD

The Planning and Land Development Regulation Board (PLDRB) meeting was held at 5:30 PM on August 18, 2021. No one from the public spoke regarding this project. The PLDRB found this project in compliance with the Comprehensive Plan and recommended approval to City Council by a 6 – 0 vote.



RECOMMENDATION

The Planning and Land Development Regulation Board recommends that City Council approve Secret Gardens, Application No. 4816 to rezone 52.4 +/- acres from the General Office (OFC-2) Zoning District to the High Intensity Commercial (COM-3), Preservation (PRS) and Public/Semi-Public (PSP) Zoning Districts.

Secret Gardens Distant Aerial



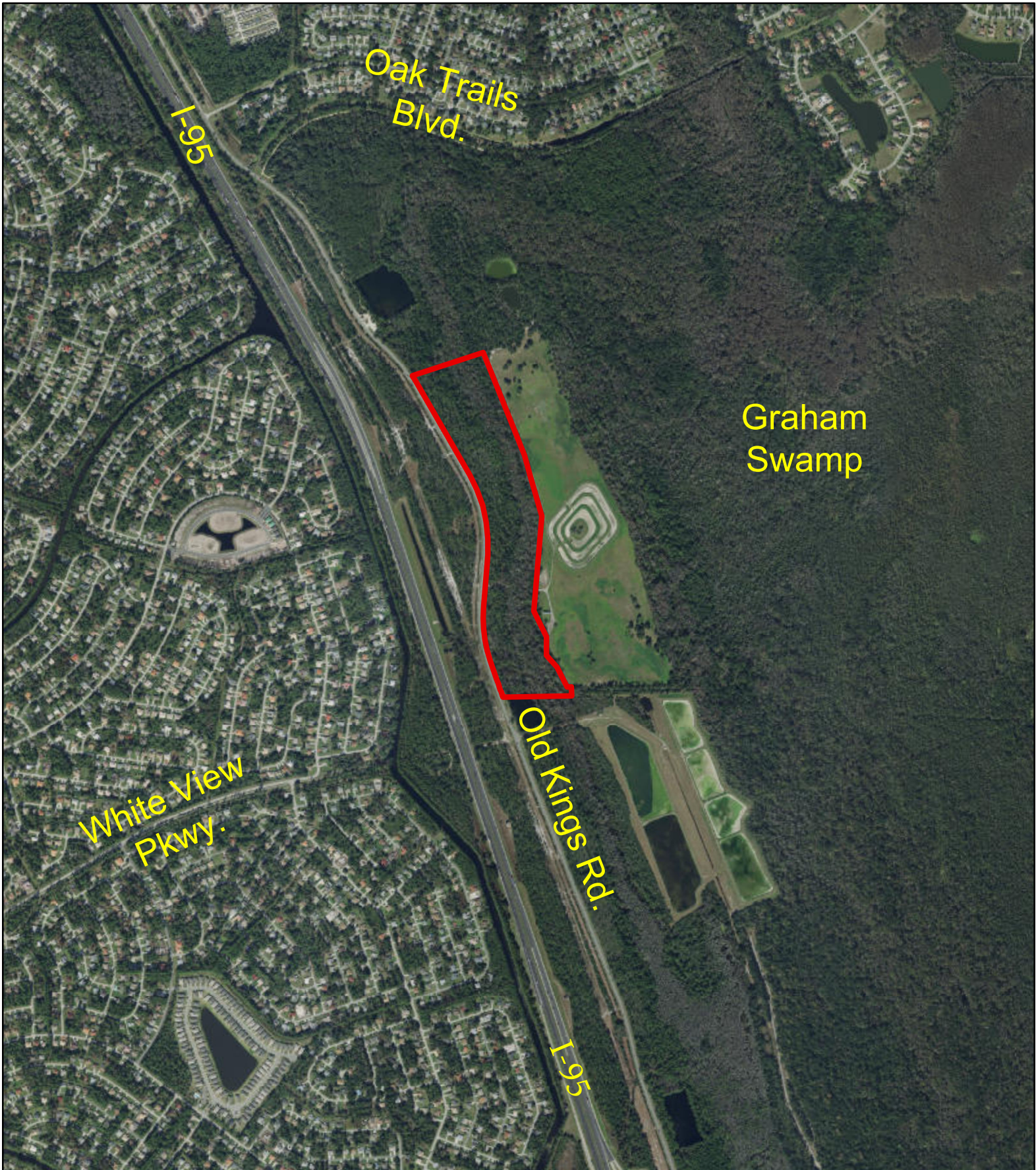
Legend

-  Palm Coast City Limits
-  Secret Garden



0 1,875 3,750 Feet

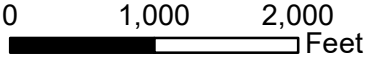


Secret Gardens Closeup Aerial

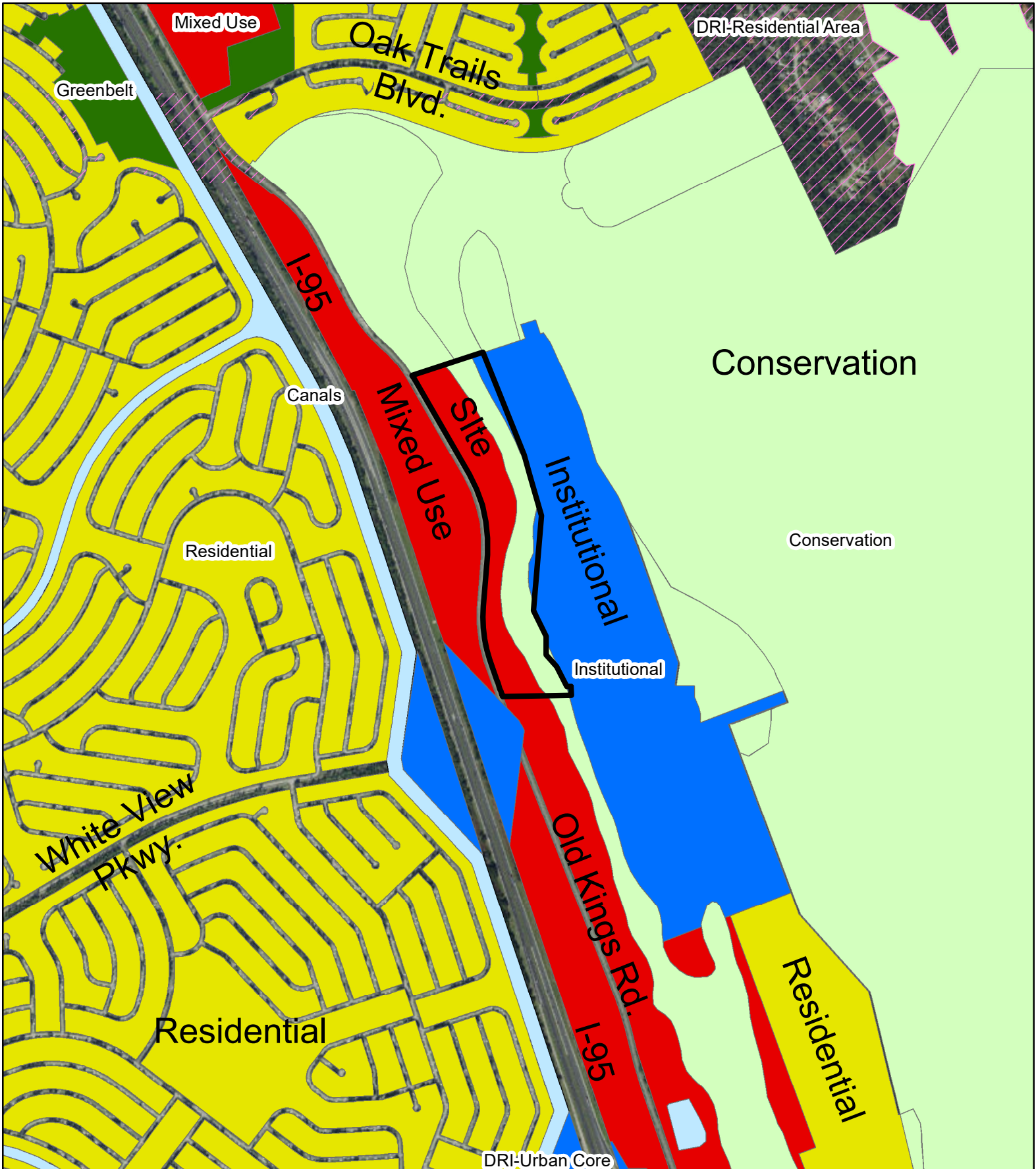


Legend

-  Palm Coast City Limits
-  Secret Garden

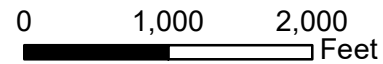


Secret Gardens FLUM

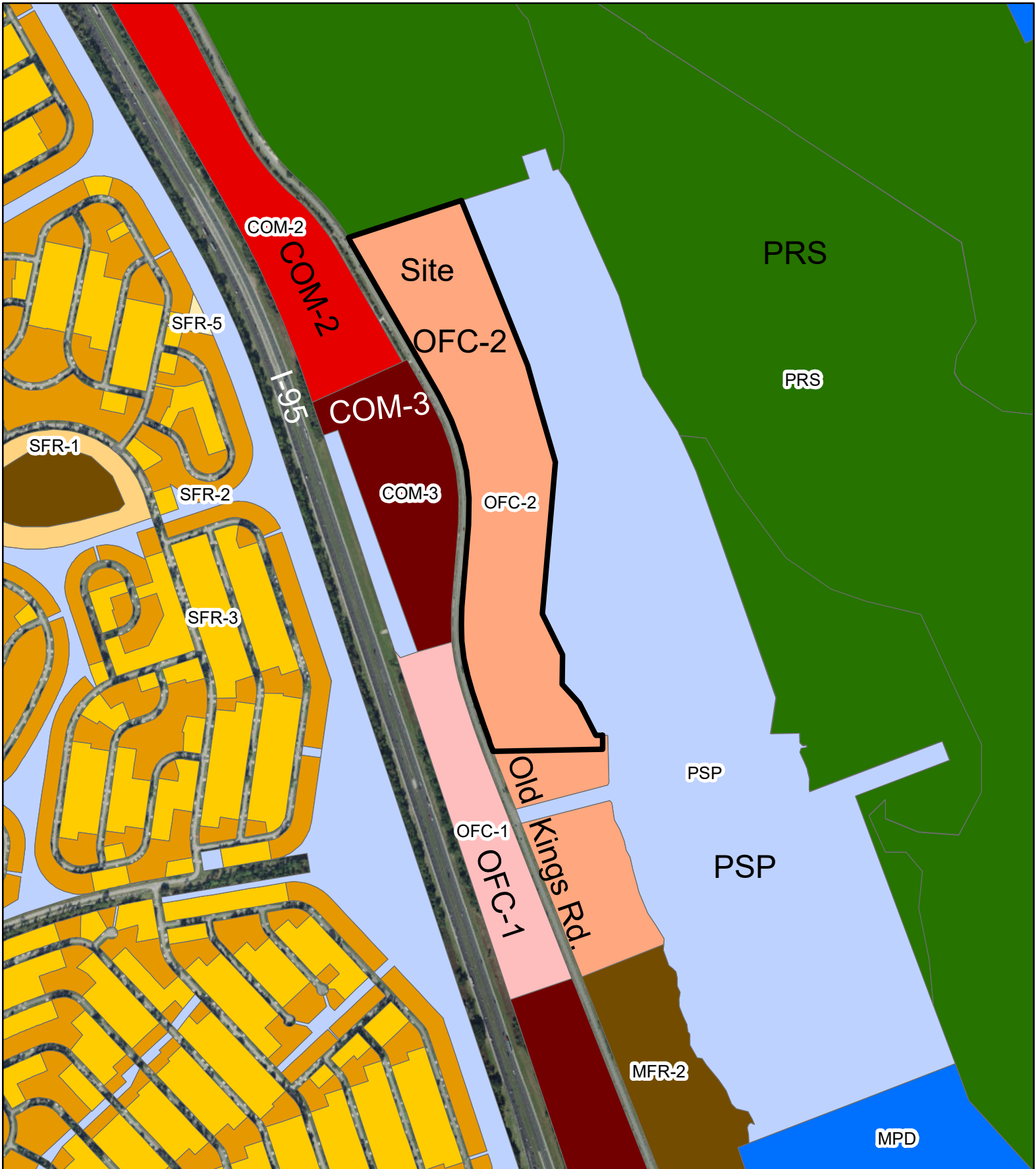


Legend

- | | | |
|------------------------|----------------------|---------------|
| Palm Coast City Limits | Conservation | Institutional |
| Secret Garden | DRI-Residential Area | Mixed Use |
| Canals | DRI-Urban Core | Residential |
| Greenbelt | | |

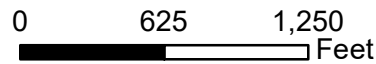


Secret Garden Existing Zoning



Legend















Palm Coast City Limits	Zoning	MFR-2	OFC-2	SFR-1	SFR-5
Secret Garden	COM-2	MPD	PRS	SFR-2	
	COM-3	OFC-1	PSP	SFR-3	



Secret Garden Proposed Zoning Map



Legend

 Palm Coast City Limits	Zoning	 MFR-2	 OFC-2	 SFR-1	 SFR-5
 Secret Garden	 COM-2	 MPD	 PRS	 SFR-2	
	 COM-3	 OFC-1	 PSP	 SFR-3	

0 625 1,250 Feet





- GENERAL APPLICATION:** Rezoning Special Exception
 Nonstatutory Land Division/Parcel Reconfiguration Vacating Plat
 Subdivision Master Plan Preliminary Plat Final Plat
 Master Site Plan Nonresidential Controlling Master Site Plan
 Technical Site Plan Site Plan Addition Development Order Modification
 Variance Parking Flexibility
 Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
 Fee Paid: \$ _____ Date of Acceptance: _____
 Employee Name Accepting Application (print name): _____
 Rejected on _____ Rejected by: _____
 Reason for Rejection: _____

A. PROJECT NAME: Secret Gardens

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): East side of Old Kings Road, south of Palm Coast Parkway

C. PROPERTY APPRAISER'S PARCEL NUMBER(S): 20-11-31-0000-01030-0000

D. LEGAL DESCRIPTION: See Appendix "A" Subdivision Name; _____ Section; _____ Block; _____ Lot

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 52.37 acres

F. FUTURE LAND USE MAP DESIGNATION: Mixed Use & Conservation EXISTING ZONING DISTRICT: OFC-2
 OVERLAY DISTRICT: _____

G. FLOOD ZONE: COMMUNITY PANEL NUMBER: 12035C0120E DATE: 06/06/2018

H. PRESENT USE OF PROPERTY: Undeveloped

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS): Rezone from OFC-2 to COM-3, Preservation and Public / Semipublic

J. PROPOSED NUMBER OF LOTS: N/A

- K. CHECK APPROPRIATE BOX FOR SITE PLAN:
 Tier 1 (up to 40,000 sq. ft. / 40 units) N/A
 Tier 2 (up to 100,000 sq. ft. / 100 units)
 Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION: None

M. WATER/SEWER PROVIDER: COPC

N. IS THERE AN EXISTING MORTGAGE? Yes No



OWNER:

APPLICANT / AGENT:

Name: COASTAL COLLECTIONS LLC	Name: Charlie Faulkner
Mailing Address: 47 RIVERS EDGE LANE PALM COAST, FL 32137	Mailing Address: 291 Byrd Road, Crescent City, FL 32112
Phone Number: 386-225-7164	Phone Number: 386-931-9147
E-mail Address: sjhyman@hotmail.com	E-mail Address: cfaulkner8@cf.rr.com

MORTGAGE HOLDER:

ENGINEER OR PROFESSIONAL:

Name: None	Name: None
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:

TRAFFIC ENGINEER:

Name: None	Name: None
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:

LANDSCAPE ARCHITECT:

Name: None	Name: None
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY:

DEVELOPER OR DOCKMASTER:

Name: JAY LIVINGSTON	Name: None
Mailing Address: 391 Palm Coast Parkway SW, Ste. 1 Palm Coast, Florida 32137	Mailing Address:
Phone Number: 386-439-2945	Phone Number:
E-mail Address: jay.livingston314@gmail.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application

Signature(s) Steve J Hyman Mgr. Coastal Collections, LLC

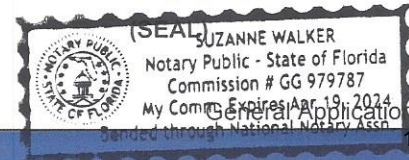
Printed or typed name(s): Mgr. Coastal Collections LLC

NOTARY: This instrument was acknowledged before me on this 15 day of April, 2021 by

Steven Hyman who is/are personally known to me, or who has/have produced

FLDL as identification.

[Signature]
Signature of Notary Public, State of Florida



2.05.05. Review findings. *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following including, but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest:

We are proposing to rezone 26.56 acres from Office (OFC-2) to Commercial (COM-3). The FLUM designation is Mixed Use. Currently there is minimal demand for office and a healthy demand for more intensive Commercial in a centrally located area of the City. We propose to leave the southern portion of the site as Office for a buffer to our neighbors; We have no neighbors to our east and north and COM-2 and COM-3 across the street to the west.

This request is not contrary or in conflict to the public interest.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC:

Three of the stated goals of the City's 2035 Comprehensive Plan (CP) are:

- Discourage the proliferation of urban sprawl,
- Protect vital natural resources, such as environmentally sensitive lands and aquifer recharge areas,
- Identify needed public services and revenues based on projected population and employment growth.

Five of the stated goals of the Future Land Use Element of the City's 2035 Comprehensive Plan (CP) are:

- Economic and business development to provide a proper balance of jobs, shopping opportunities, and tax base,
- Provision of an efficient transportation system to maximize vehicular and pedestrian accessibility and roadway capacity,
- Protection of the City's existing suburban areas from encroachment of noncompatible uses,
- Preservation of environmental resources,
- Provision of parks, public facilities, and infrastructure.

The proposed Rezoning will:

- Be an "Infill" project and not contribute to Urban Sprawl,
- Protect vital natural resources; wetlands are currently zones "OFC-2", we propose to rezone them to "Preservation.
- Foster employment centers,
- Help fund future 4-laning of Old Kings Road through Special Taxing District and Impact fees,
- Have no impact on existing residential areas,

This proposed Rezoning is consistent with the Goals of the Comprehensive Plan and comply with all minimum standards of the City's LDC.

C. The proposed development must not impose a significant financial liability or hardship for the City:

The proposed Rezoning and resulting development will be a contributing element of the City tax base, the future 4-laning of Old Kings Road and will not impose a hardship or liability on the City.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants:

The resulting development will be required to comply with all elements of the City's LDC and will not result in any hardship for the City's inhabitants.

E. The proposed development must comply with all other applicable local, state, and federal laws, statutes, ordinances, regulations, or codes:

All applicable regulations will be adhered to.

2.06.03. Review findings. The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application:

A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

See response in paragraph “B” above.

B. Its impact upon the environment or natural resources.

The FLUM Designations are for the property are “Mixed Use” for the uplands and “Conservation” for the main wetland system. We propose to rezone this wetland system to “Preservation”.

C. Its impact on the economy of any affected area.

Both this and all adjacent parcels of land currently have a Mixed Use FLUM designation. This proposed Rezoning will further the Goal of achieving a complimenting diversified mix of land uses in the area.

D. Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation systems.

The subject parcel of land is included in the Old Kings Road Special Assessment District. As such, it enjoys a certain amount of already anticipated infrastructure impacts. The resulting development will be subject to all applicable City impact fees.

E. Any changes in circumstances or conditions affecting the area.

There are no changes in conditions or circumstances involving the subject parcel that would impact the Rezoning request review that we are aware of.

F. Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents.

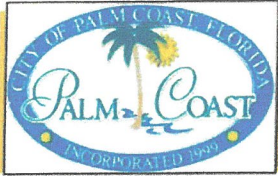
We expect the future development to be complimentary to the expected adjacent developments and have no adverse impacts. There are no surrounding residents.

G. Whether it accomplishes a legitimate public purpose.

As stated above, this proposed Rezoning will:

- **not contribute to Urban Sprawl,**
- **will protect vital natural resources,**
- **Foster employment centers in a central location,**
- **Contribute Road Impact Fees to future 4-laning of Old Kings Road,**

While not impacting existing residential areas and meeting the needs of a growing population.



NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 25 day of Aug, 2021 personally appeared
Charlie Faulkner who after providing FL DL Lic as
identification and who did, did not take an oath, and who being duly sworn, deposes
and says as follows: "I have read and fully understand the provisions of this instrument".

Two (2) signs have been posted on the subject property subject to a rezoning as described with
Application # 4816

_____ At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the Planning & Land Development Regulation Board (PLDRB)

OR

X At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the City Council hearing.

Charlie Faulkner
Signature of Responsible Party

Charlie Faulkner

Printed Name

291 Byrd Rd., Crescent City, FL 32112

Mailing Address

Lydia Musgrove
Signature of Person Taking Acknowledgement

Lydia Musgrove
Name of Acknowledger (Typed, Printed or Stamped)



This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

July 21, 2021

**RE: Proposed Rezoning - Parcel ID 20-11-31-0000-01030-0000
Adjacent Property Owner Notification of Neighborhood Meeting**

Dear Neighboring Property Owner:

A Neighborhood Meeting to discuss the rezoning of **Parcel ID 20-11-31-0000-01030-0000** is scheduled for August 4, 2021, at 5:30 pm at the Hilton Garden Inn Board Room; 55 Town Center Blvd, Palm Coast, FL 32164.

The proposal is to rezone the property from “High Intensity Office” (OFC-2) to “High Intensity Commercial” (COM-3), “Preservation” (PRS) and “Public / Semipublic” (PSP). A map of the subject property is attached for your use and reference.

If you have any questions, please contact me at 386-931-9147. We look forward to seeing you at the above referenced meeting.

Sincerely,

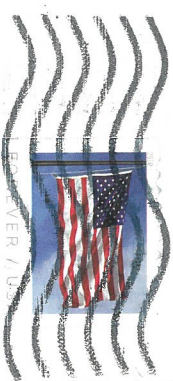
Charlie Faulkner

Charlie Faulkner,
Project Manager,
Faulkner & Associates



CHARLIE FAULKNER
291 BYRD ROAD
CRESCENT CITY, FL 32112

CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164



ORLANDO FL 328
24 JUL 2021 PM 2 1

32164-241777



CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

COASTAL COLLECTIONS LLC
47 RIVERS EDGE LANE
PALM COAST, FL 32137

FLAGLER COUNTY
1769 E MOODY BLVD BLDG 2, STE 303
BUNNELL, FL 32110

KINGS BUSINESS CENTER LLC
PO BOX 670
TORRINGTON, WY 82240

MAN 110, LLC
4370 LA JOLLA VILLAGE DR #650
SAN DIEGO, CA 92122

OLD KINGS STORAGE LLC
1604 JACKSON SCHOOLHOUSE RD
PASCOAG, RI 02859

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
719 SOUTH WOODLAND BLVD
DELAND, FL 32720

SZYMANSKI RONALD J & CAROL
LYNN H&W TRUSTEES
84 COMANCHE CT
PALM COAST, FL 32137



Secret Gardens

City of Palm Coast
NOTICE OF PUBLIC HEARING

Application Number: 4816

The City of Palm Coast **Planning Board** will hold a public hearing on the application at _____ M. on _____

The City of Palm Coast **City Council** will hold a public hearing on this application at
6:00 P.M. on Sept. 7 for the 1st Hearing
9:00 A.M. on Sept. 21 for the 2nd Hearing
____ City Council public hearing not required.

Description of Request

- Special Exception
- Rezoning
- Future Land Use Amendment
- Special Use
- Public Use
- Semi Public Use

Rezoning from General Office (OFC-2) to the High Intensity Commercial (COM-3), Preservation (PRS) and Public/Semi-Public (PSP) Zoning Districts.

Current Zoning: OFC-2 Property Size: 52.4± Acres
Applicant: Coastal Collections, LLC

Public Hearing to be held at
Council Chambers in the Community Wing of City Hall
160 Lake Avenue

For more information please call City of Palm Coast, PLANNING 386-984-3734
Do not remove poster prior to the completion of public hearings



City of Palm Coast, Florida Agenda Item

Agenda Date: September 7, 2021

Department	PLANNING	Amount	
Item Key	11560	Account #	
Subject	ORDINANCE 2021-XX SEMINOLE POINTE, APPLICATION NO. 4820 TO REZONE 71.74 +/- ACRES FROM THE MASTER PLANNED DEVELOPMENT (MPD) AND GENERAL COMMERCIAL (COM-2) ZONING DISTRICTS TO THE MULTI-FAMILY RESIDENTIAL-2 (MFR-2) AND HIGH INTENSITY COMMERCIAL (COM-3) ZONING DISTRICTS		
Presenter: Bill Hoover			
Background:			
<u>UPDATE FROM THE SEPTEMBER 7, 2021 BUSINESS MEETING</u>			
This item was heard by the City Council at their September 7, 2021 Business Meeting. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM SEPTEMBER 7, 2021</u>			
David M. Trandel of Stonestreet Partners is proposing to rezone 71.74 +/- acres of vacant land located on the north side of the intersection between Seminole Woods Blvd. and US Highway 1 from the Master Planned Development (MPD) and General Commercial (COM-2) Zoning Districts to the Multi-Family Residential – 2 (MFR-2) and High Intensity Commercial (COM-3) Zoning Districts.			
The subject property was purchased back in March 2006 by Palm Coast Seminole Group, LLC and the 131 +/- acre Seminole Pointe Subdivision plat was recorded in March 2006. The plat included Lot 1 (23.38 acres to the west of the subject property) and the north part of Lot 4 (36.05 acres where Integra Woods Apartments are located). The land for Integra Woods Apartments was sold off with MFR-2 Zoning and those apartments were constructed in 2009.			
On August 16, 2011 the City Council approved a rezoning for all of the Seminole Pointe subdivision lands, except for the Integra Woods parcel and Lot 3 which was zoned COM-2, from COM-3 and MFR-2 to Seminole Pointe MPD. The Seminole Pointe MPD expired on August 17, 2018 and per the Land Development Code expired MPD lands revert back to their previous zoning.			
Stonestreet Partners wants to rezone the site so it will allow 62.39 +/- acres of Multi-Family Residential – 2 (MFR-2) lands at a density of 12 units/per acre on the uplands and 3 units/per acre on wetlands which would equate to roughly 653 units by the applicant’s estimate. There would also be a 9.35 +/- acre tract for High Intensity Commercial (COM-3) uses located where the project abuts the intersection of US Highway 1 and Seminole Woods Boulevard.			
<u>Public Participation:</u> The developer notified all neighboring property owners within 300 feet of the subject property via standard USPS mail of a neighborhood meeting that was held on August 2nd, 2021 at 6:00 P.M at the Hilton Garden Inn located NW of the intersection of Town Center Boulevard and SR 100. Seven members of the public attended this meeting as well as			

the developer and two staff members. The developer erected two City provided signs on the subject property and newspaper ads have been run approximately two weeks before each of the three public hearings.

Planning and Land Development Regulation Board: The Planning and Land Development Regulation Board (PLDRB) meeting was held at 5:30 PM on August 18, 2021. No one from the public attended spoke regarding this project. The PLDRB found this project in compliance with the Comprehensive Plan and recommended approval to City Council by a 7 – 0 vote.

Recommended Action:

The Planning and Land Development Regulation Board recommends that City Council approve Seminole Pointe, Application No. 4820 to rezone 71.74 +/- acres from the Master Planned Development (MPD) and General Commercial (COM-2) Zoning Districts to the Multi-Family Residential-2 (MFR-2) and High Intensity Commercial (COM-3) Zoning Districts.

ORDINANCE 2021-_____
REZONING APPLICATION NO. 4820
SEMINOLE POINTE REZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 71.74 +/- ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBERS 31-12-31-5371-00000-0020, 31-12-31-5371-00000-0030 AND 31-12-31-5371-00000-0041 LOCATED ON THE NORTH SIDE OF THE INTERSECTION BETWEEN US HIGHWAY 1 AND SEMINOLE WOODS BOULEVARD AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM THE MASTER PLANNED DEVELOPMENT (MPD) AND GENERAL COMMERCIAL (COM-2) ZONING DISTRICTS TO THE MULTI-FAMILY RESIDENTIAL-2 (MFR-2) AND HIGH INTENSITY COMMERCIAL (COM-3) ZONING DISTRICTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB); and

WHEREAS, the City Council has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;
2. The rezoning is compatible as defined in the Unified Land Development Code and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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

SECTION 1. Legislative and Administrative Findings. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. Official Zoning Map Amended. The 71.74 +/- acres of land, identified as tax parcel identification numbers 31-12-31-5371-00000-0020, 31-12-31-5371-00000-0030 and 31-12-31-5371-00000-0041, located on the north side of the intersection between US Highway 1 and Seminole Woods Boulevard, legally described in “Exhibit A” and as depicted in “Exhibit B”, attached hereto, is hereby amended from the Master Planned Development (MPD) and General Commercial (COM-2) Zoning Districts to the Multi-Family Residential-2 (MFR-2) and High Intensity Commercial (COM-3) Zoning Districts.

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 Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code 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 Code.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 7th day of September, 2021.

Adopted on the second reading after due public notice and hearing City of Palm Coast this 21st day of September, 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

Exhibit “A” – Legal Description of property subject to Official Zoning Map amendment

Exhibit “B” – Revised Official Zoning Map

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann, Jr., Esq.

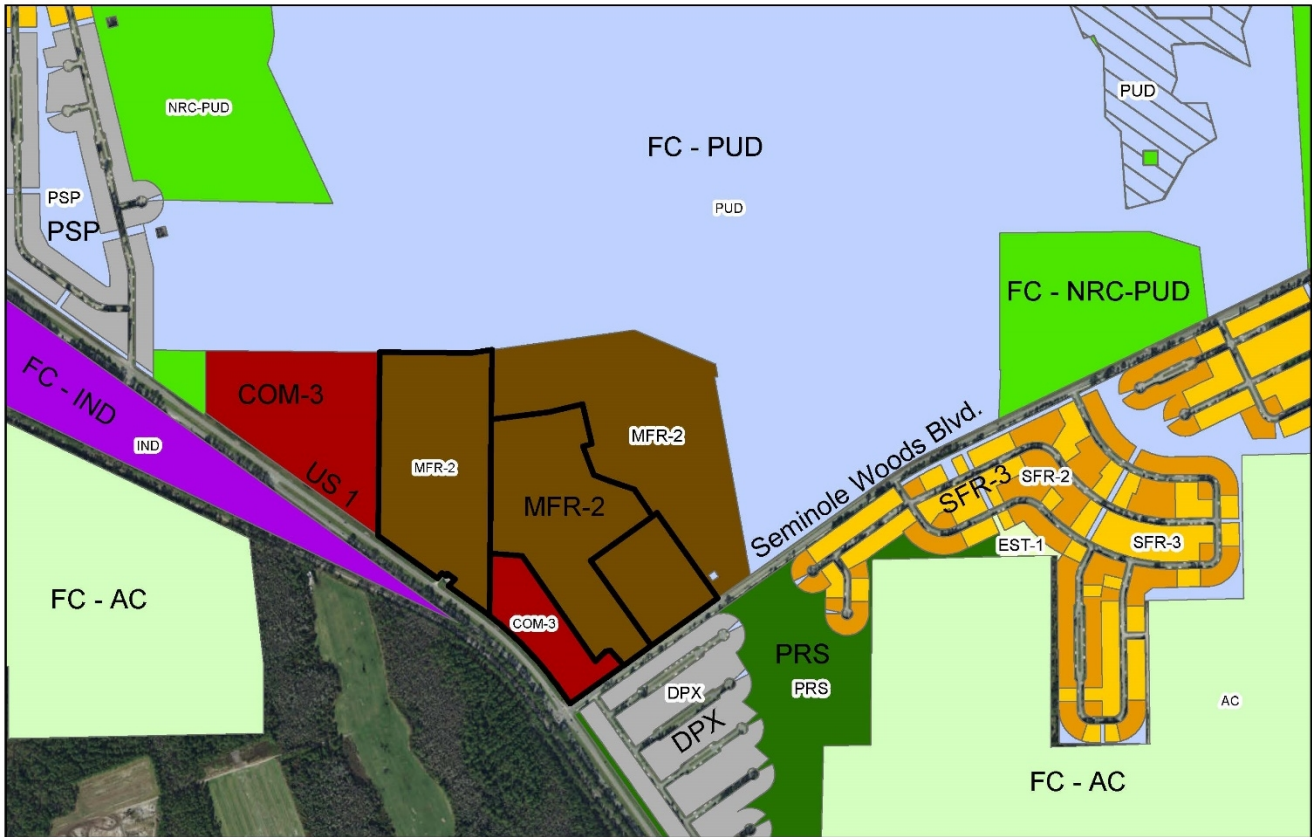
EXHIBIT "A"
LEGAL DESCRIPTION

Lot 2: Lot 2 Seminole Pointe, according to the plat thereof, as recorded in Plat Book 35, Page 69, Public Records of Flagler County, Florida, less and except that portion deeded to the City of Palm Coast being 0.13 acres lying along US 1 being a well site, LW-19 OR 1721/911

Lot 3: Lot 3 Seminole Pointe, according to the plat thereof, as recorded in Plat Book 35, Page 69, Public Records of Flagler County, Florida.

Lot 4: Lot 4 Seminole Pointe, according to the plat thereof, as recorded in Plat Book 35, Page 69, Public Records of Flagler County, Florida, less and except that portion as described in Official Records Book 1630, Page 1409.

EXHIBIT "B" REVISED OFFICIAL ZONING MAP



Legend

Seminole Pointe	Palm Coast Zoning	MFR-2	PSP	SFR-2	Flagler Zoning	NRC-PUD
COM-3	DPX	PRS	PUD	SFR-3	AC	PUD
MFR-2	EST-1				IND	

0 500 1,000
Feet

Map Provided By: Planning Division



**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR SEMINOLE POINTE REZONING
CITY COUNCIL PUBLIC HEARING
SEPTEMBER 7, 2021**

OVERVIEW

Application Number: 4820
Applicant: David M. Trandel of Stonestreet Partners, Chicago, IL
Property Description: 71.74 +/- acres located on the north side of the intersection between Seminole Woods Blvd. and US Highway 1
Property Owner: Palm Coast Seminole Group, LLC and PRP Management Services, LLC of Boynton Beach, FL
Parcel ID #: Lot 2 = 31-12-31-5371-00000-0020, Lot 3 = 31-12-31-5371-00000-0030, and Lot 4 = 31-12-31-5371-00000-0041
Parcel Address: 245 Seminole Woods Blvd. and 4210 and 4410 US Highway 1 South
Current FLUM: Mixed Use
Current Zoning: Master Planned Development (MPD) and General Commercial (COM-2)
Current Use: Vacant
Size of Property: 71.74 +/- acres
Requested Action: Rezoning from the Master Planned Development (MPD) and General Commercial (COM-2) Zoning Districts to the Multi-Family Residential – 2 (MFR-2) and High Intensity Commercial (COM-3) Zoning Districts

ANALYSIS

REQUESTED ACTION

David M. Trandel of Stonestreet Partners is proposing to rezone 71.74 +/- acres of vacant land located on the north side of the intersection between Seminole Woods Blvd. and US Highway 1 from the Master Planned Development (MPD) and General Commercial (COM-2) Zoning Districts to the Multi-Family Residential – 2 (MFR-2) and High Intensity Commercial (COM-3) Zoning Districts.

BACKGROUND/SITE HISTORY

The subject property was purchased back in March 2006 by Palm Coast Seminole Group, LLC and the 131 +/- acre Seminole Pointe Subdivision plat was recorded in March 2006. The plat included Lot 1 (23.38 acres to the west of the subject property) and the north part of Lot 4 (36.05 acres where Integra Woods Apartments are located). The land for Integra Woods Apartments was sold off with MFR-2 Zoning and those apartments were constructed in 2009.

On August 16, 2011 the City Council adopted a rezoning for all of the Seminole Pointe subdivision lands, except for the Integra Woods parcel and Lot 3 which was zoned COM-2, from COM-3 and MFR-2 to Seminole Pointe MPD. The Seminole Pointe MPD expired on August 17,

2018 and per the Land Development Code expired MPD lands revert back to their previous zoning.

PROJECT DESCRIPTION

Stonestreet Partners wants to rezone the site so it will allow 62.39 +/- acres of Multi-Family Residential – 2 (MFR-2) lands at a density of 12 units/per acre on the uplands and 3 units/per acre on wetlands which would equate to roughly 653 units by the applicant’s estimate. There would also be a 9.35 +/- acre tract for High Intensity Commercial (COM-3) uses located where the project abuts the intersection of US Highway 1 and Seminole Woods Boulevard.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	Mixed Use
Zoning District	General Commercial (COM-2) and Master Planned Development (MPD)	Multi-family Residential – 2 (MFR-2) and High Intensity Commercial (COM-3)
Use	Vacant land	Multi-family community with 9 + acre commercial center
Acreage	71.74 +/- acres	71.74 +/- acres

SURROUNDING LAND USES:

NORTH: FLUM: Mixed Use/Flagler County Conservation
 Zoning: Multi-Family Residential – 2 (MFR-2)/Flagler County PUD

EAST: FLUM: Greenbelt/Residential
 Zoning: Preservation (PRS)/Duplex Residential (DPX)

SOUTH: FLUM: Residential
 Zoning: Duplex Residential (DPX)

WEST: FLUM: Mixed Use and Flagler County Industrial
 Zoning: Master Planned Development (MPD)/Flagler County Industrial

RESIDENTIAL SITE DEVELOPMENT REQUIREMENTS

Criteria	(Proposed Standards for MFR-2)
Min. Development Size	4 acres
Min. Lot Width	100 ft.
Max. Impervious Surface Ratio	0.70
Min. Front Setback	25 ft.
Min. Rear Setback	20 ft.
Min. Interior Side Setback	10 ft.
Max. Building Height	60 ft.
Min. Living Area	650 sq. ft.
Max. Density*	12 units/per acre*

*Density in the Multi-Family Residential - 2 (MFR-2) Zoning District is calculated based on Table 3-3 and Section 3.05.03.A of the Land Development Code, which allow up to 12 units/per acre on upland areas and up to 3 units/per acre on wetland areas that are preserved.

COMMERCIAL SITE DEVELOPMENT REQUIREMENTS

Criteria	(Proposed Standards for COM-3)
Min. Lot Size	30,000 sq. ft.
Min. Lot Width	100 ft.
Max. Impervious Surface Ratio	0.70
Min. Front Setback	25 ft. major roads/20 ft. local
Min. Rear Setback	10 ft.
Min. Interior Side Setback	10 ft.
Max. Building Height	75 ft.
Max. Floor Area Ratio	0.50

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The proposed project with MFR-2 and COM-3 zoning districts are allowed zoning district in areas designated *Mixed Use* on the Future Land Use Map (FLUM) and will be compatible with the variety of other uses currently allowed within close proximity to the site.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The request is consistent with the following policies and goal of the Comprehensive Plan:

- **Chapter 1 Future Land Use Element:**

Goal 1.1: Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.

Homes developed under MFR-2 standards typically allow a much smaller portion of the site to be residentially developed which allows for more of the site to be retained as natural areas and combats urban sprawl. Additionally, the numerous homes will make nearby existing and future commercial uses more viable.

-Policy 1.1.1.2 – The future land use designations shall permit the zoning districts listed and generally described in the following table.

The FLUM designates the subject property as *Mixed Use* and Multi--Family Residential-2 (MFR-2) and High Intensity Commercial (COM-3) are allowable zoning districts for areas with the *Mixed Use* designation on this FLUM table.

-Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.

The proposed MFR-2 zoning would provide the opportunity for vehicular energy efficiency by having a significant number of homes in a community on upland tracts located between the wetland areas being preserved. Public services are available to serve the site or will be extended by the developer at the developer's expense.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Finding: Potable water and sewer services are available to serve the project.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The proposed rezoning will be compatible with the overall neighborhood as it is located within an area of primarily multi-family or duplex residential uses and preserved lands and the project's residential uses will provide demand for existing and future commercial land uses in nearby Mixed Use areas.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Staff Finding: The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable local, state and federal agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.06.03

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: “*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*”:

A. *Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;*

Staff Finding: As noted previously in the analysis prepared for LDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested zoning district is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

B. *Its impact upon the environment and natural resources;*

Staff Finding: Upon submittal of the Master Site Plan or a Technical Site Plan a thorough environmental analysis will be provided by the applicant and reviewed by applicable City staff and other governmental review agencies.

C. *Its impact on the economy of any affected area;*

Staff Finding: Impacts to the Palm Coast economy are anticipated to be positive since the project will provide numerous construction jobs over the first few years and will provide additional tax revenues to the City. Additionally, the residential homes will increase demand for commercial services in reasonably close proximity to the site.

D. *Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;*

Staff Finding: The impact on the necessary governmental services including: wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems will be covered by concurrency regulations and impact fees paid by the developer during the Preliminary Plat and construction drawing review process.

E. *Any changes in circumstances or conditions affecting the area;*

Staff Finding: Housing costs and infrastructure costs have increased substantially over the last few years and the City has a substantial shortage of both multi-family and single-family housing units.

F. *Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;*

Staff Finding: As previously described the proposed rezoning will be compatible with the existing and future planned commercial uses in the overall neighborhood.

G. *Whether it accomplishes a legitimate public purpose:*

Staff Finding: The subject property is located within the Mixed Use designation on the FLUM and the proposed zoning districts of MFR-2 and COM-3 are allowable zoning districts within that

FLUM designation. Staff believes the site is very appropriate for the proposed multi-family residential community and high intensity commercial uses.

PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to rezone property within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a neighborhood meeting.

To comply with this standard, the developer notified the neighboring property owners via standard USPS mail of an upcoming neighborhood meeting that was held on August 2, 2021 at 6:00 P.M. at the Hilton Garden Inn nearby SR 100 and Town Center Boulevard. Seven neighbors, the applicant and his team, and two City staff members attended this meeting.

The developer erected City provided signs along Seminole Woods Boulevard and US Highway 1 at least 14 days prior to each public hearing by the PLDRB and City Council.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD

The Planning and Land Development Regulation Board (PLDRB) meeting was held at 5:30 PM on August 18, 2021. No one from the public spoke regarding this project. The PLDRB found this project in compliance with the Comprehensive Plan and recommended approval to City Council by a 7 – 0 vote.

RECOMMENDATION

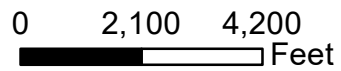
The Planning and Land Development Regulation Board recommends that City Council approve Seminole Pointe, Application No. 4820 to rezone 71.74 +/- acres from the Master Planned Development (MPD) and General Commercial (COM-2) Zoning Districts to the Multi-Family Residential-2 (MFR-2) and High Intensity Commercial (COM-3) Zoning Districts.

Seminole Point Distant Aerial

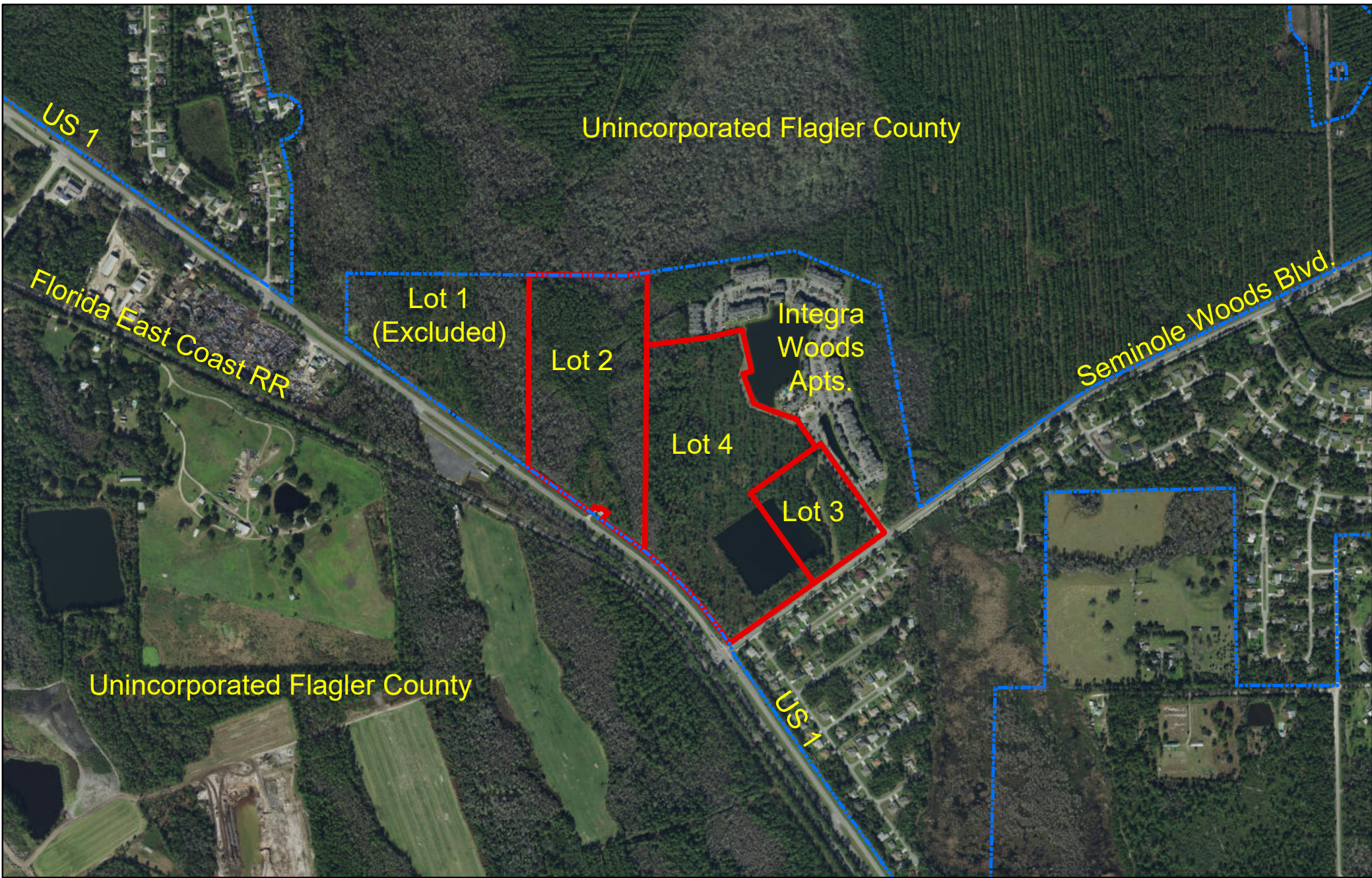


Legend

-  Palm Coast City Limits
-  Seminole Point

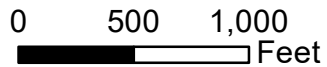


Seminole Pointe Close-In Aerial

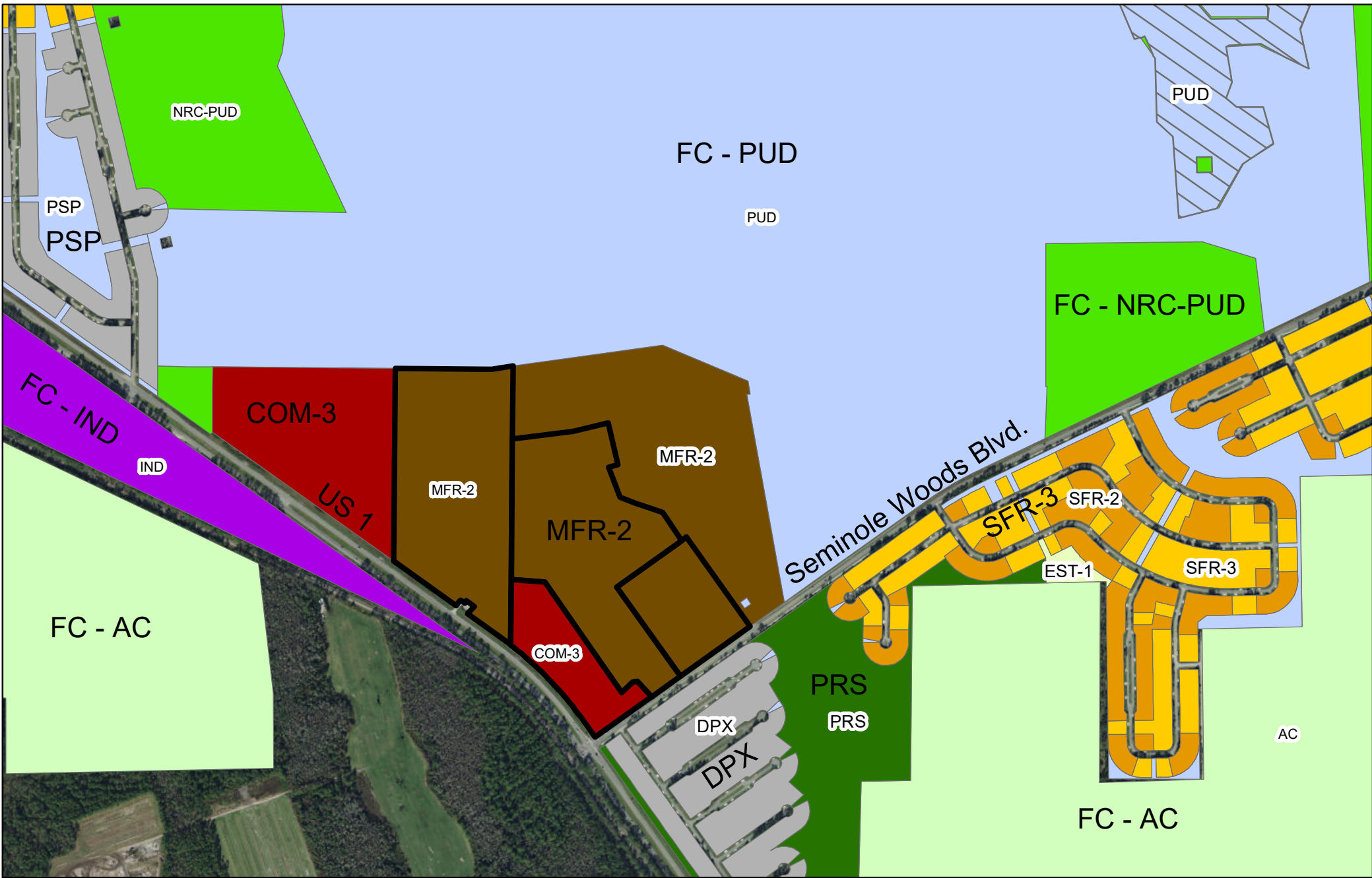


Legend

-  Palm Coast City Limits
-  Seminole Pointe

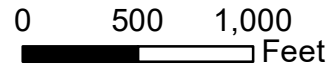


Seminole Point Proposed Zoning Map

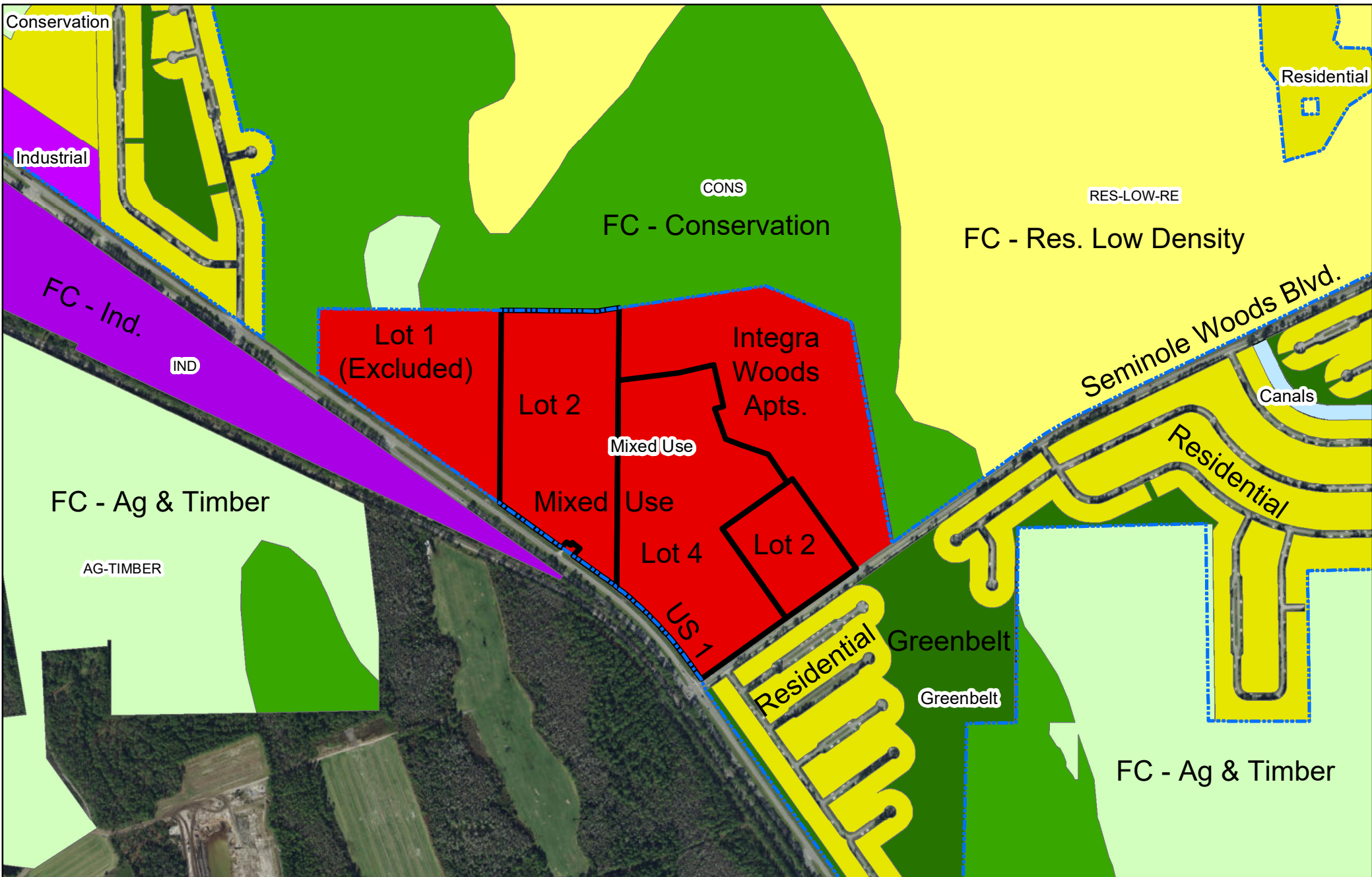


Legend



Seminole Point	Palm Coast Zoning	MFR-2	PSP	SFR-2	Flagler Zoning	NRC-PUD
COM-3	DPX	PRS	PUD	SFR-3	AC	PUD
MFR-2	EST-1			IND		






Seminole Point FLUM







Legend

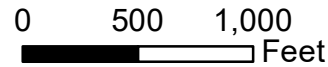
-  Palm Coast City Limits
-  Seminole Point

- Palm Coast FLUM**
-  Canals
 -  Conservation
 -  Greenbelt

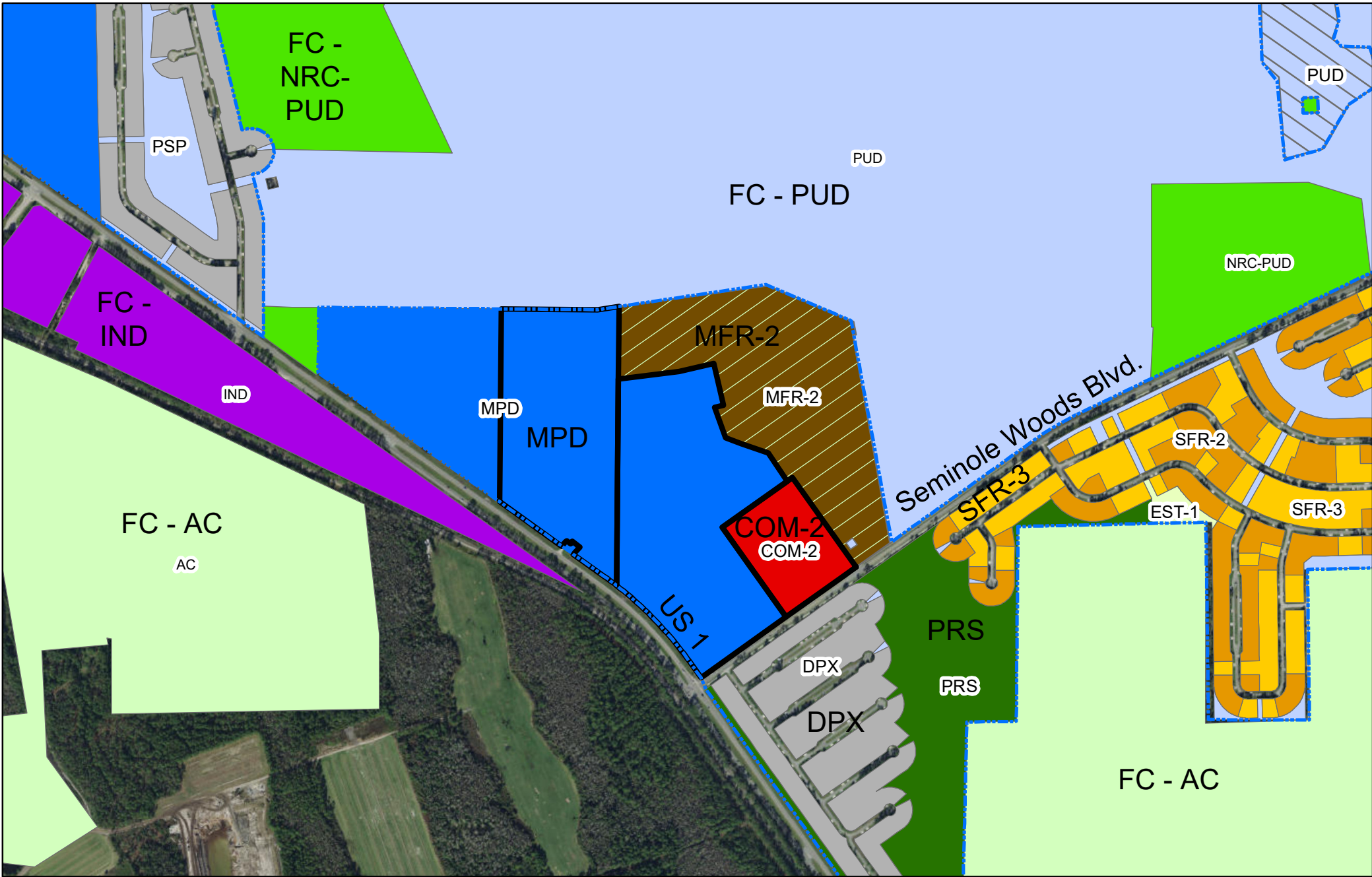
- LandUse**
-  Industrial
 -  Mixed Use
 -  Residential

- LandUse**
-  AG & TIMBER
 -  CONSERVATION

-  INDUSTRIAL
-  RES:LOW DENSITY/RURAL ESTATE



Seminole Point Existing Zoning Map



Legend

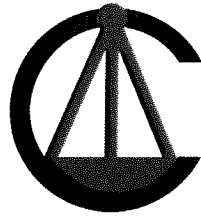
Palm Coast City Limits	Palm Coast Zoning	EST-1	PRS	SFR-2	Flagler Zoning	NRC-PUD
Seminole Point	COM-2	MFR-2	PSP	SFR-3	AC	PUD
	DPX	MPD	PUD		IND	

0 500 1,000 Feet



Map Provided By: Planning Division

Chiumento Law, PLLC
Michael D. Chiumento
Michael D. Chiumento III
Andrew C. Grant
Vincent L. Sullivan
Diane A. Vidal
Cynthia Lane



CHIUMENTO LAW

Reply to:
145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

June 28, 2021

City of Palm Coast
Mr. Ray Tyner
160 Lake Avenue
Palm Coast, FL 32164

Re: Palm Coast Seminole Group, LLC Rezoning

Dear Mr. Tyner,

This Firm and I represent Palm Coast Seminole Group, LLC in connection with the property they own on the corner of US-1 and Belle Terre.

As you recall, this property was rezoned to MPD in 2011. The MPD agreement, recorded on August 18, 2011, stated that the MPD agreement was valid for seven (7) years. Failure to Commence development in that time frame voided the MPD Agreement. Since no development commenced on the property, the zoning reverted to its pre-MPD zoning. Based on the current zoning, the following outlines the current development potential of these three (3) lots:

	Zoning	Size	Density/Intensity	Max. Development
Lot 2	COM-3	27.45 Acres	0.5 FAR	375,349 sq. ft
Lot 3	COM-2	9.375 Acres	0.4 FAR	163,356 sq. ft
Portion Lot 4	MFR-2	34.912 Acres	12/Acre Upland 3/Acre Wetland	408 Units

The enclosed rezoning application seeks to reduce commercial impact this property could have on the surrounding property owners. The application seeks zoning as follows:

	Zoning	Size	Density/Intensity	Max. Development
Lot 2	MFR-2	27.450 Acres	12/Acre Upland 3/Acre Wetland	237 Units
Lot 3	MFR-2	9.375 Acres	12/Acre Upland 3/Acre Wetland	113 Units
Lot 4A	MFR-2	25.563 Acres	12/Acre Upland 3/Acre Wetland	303 Units
Lot 4B	COM-3	9.350 Acres	0.5 FAR	187,380 sq. ft

As required by the Land Development Code, below please find the analysis of the required provisions of Chapter 2, Part II:

A. The proposed development must not be in conflict with or contrary to the public interest;

Response: The proposed project with COM-2 and MFR-2 zoning is an allowed zoning district in areas designated *Mixed Uses* on the Future Land Use Map (FLUM) and will be compatible with the variety of other uses currently allowed within proximity to the site.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Response: The request is consistent with the following policies and goal of the Comprehensive Plan:

- **Chapter 1 Future Land Use Element:**

-Policy 1.1.1.2 – The future land use designations shall permit the zoning districts listed and generally described in the following table.

The FLUM designates the subject property as *Mixed Use* and COM-2 and MFR-2 are allowable zoning districts for areas with the *Mixed Use* designation on this FLUM table. However, numerous zoning districts are allowed in the *Mixed Use* area, such as High Intensity Commercial (COM-3) and Light Industrial (IND-1), so the proposed zoning must also be compatible with surrounding and neighboring land uses. In this case, the proposed COM-2 and MFR-2 zoning will be compatible with the existing and planned commercial uses in this area.

-Goal 1.1 – Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.

Numerous existing commercial uses are within one mile of the subject site, including restaurants, a grocery, and gas stations. Allowing multi-family uses on this site will combat urban sprawl by having these commercial services in close proximity to the future residents. Additionally, these multi-family homes will allow a broader mix of housing

types in Palm Coast where a preponderance of available homes are single-family. Multi-family land uses compared to single-family home sites, also allow an increased opportunity for preserving open space and protecting environmentally sensitive areas. Further the inclusion of COM-2 uses on the corner parcel of Belle Terre and US-1 will further prevent urban sprawl

-Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.

The proposed MFR-2 zoning would provide the opportunity for vehicular energy efficiency by having a significant number of homes on a medium-sized tract in close proximity to numerous commercial services. Additionally, multi-family homes with fewer exterior walls than detached single-family homes would be more energy efficient.

Further, the reduction in amount of commercial square footage will reduce the number of trips on the adjacent roadways.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Response: Water and sewer services are available to serve the project. The reduction in commercial square footage equates to a reduction in the overall number of trips experience by the surrounding roadway.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Response: The proposed rezoning will be compatible with the overall neighborhood as it is located within a *Mixed Use* designation on the FLUM where a variety of land uses are allowed.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Response: The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable agencies throughout the development process.

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*":

A. Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;

Response: As noted previously in the analysis prepared for LDC Chapter 2, Part II, Section 2.05.05, the requested rezoning is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

B. Its impact upon the environment and natural resources;

Response: Upon submittal of a site plan, an environmental analysis will be provided by the applicant and reviewed by applicable City staff and other review agencies. The site appears to be a mixture of uplands and wetlands.

C. Its impact on the economy of any affected area;

Response: Impacts to the Palm Coast economy are anticipated to be positive since the project will provide numerous construction jobs over the first few years and will provide additional tax revenues to the City. Additionally, the dwellings will increase demand for commercial services in close proximity to the site. The commercial portion of the project will continue to provide jobs to the community after the construction is concluded. Moreover, the commercial portion will continue to provide additional tax revenues to the City.

D. Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;

Response: The impact on the necessary governmental services including: wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems will be covered by concurrency regulations and impact fees paid by the developer during the site plan process.

E. Any changes in circumstances or conditions affecting the area;

Response: There are no circumstances or conditions affecting this particular area.

F. Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;

Response: As previously described the proposed rezoning to MFR-2 and COM-2 will be compatible with the existing and planned commercial and residential uses in the overall neighborhood. No negative impacts should be created by the proposed project.

G. Whether it accomplishes a legitimate public purpose;

Response: The subject property is located within the *Mixed Use* designation on the FLUM and the *Mixed Use* designation allows for the potential of having MFR-2 and COM-2 zoning. Applicant believes the site is conducive for the proposed residential and commercial community and will encourage commercial development on the vacant lots in the surrounding area.

If the City has any questions about the foregoing, please do not hesitate to contact me or my office. I can be reached most easily at michael3@legalteamforlife.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'MCA', with a long horizontal stroke extending to the right.

Michael D. Chiumento

Enclosure: As Noted
CC: File
Client



GENERAL APPLICATION:

<input type="checkbox"/> Nonstatutory Land Division/Parcel Reconfiguration	<input type="checkbox"/> Rezoning	<input type="checkbox"/> Special Exception
<input type="checkbox"/> Subdivision Master Plan	<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Vacating Plat
<input type="checkbox"/> Master Site Plan	<input type="checkbox"/> Nonresidential Controlling Master Site Plan	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Technical Site Plan	<input type="checkbox"/> Site Plan Addition	<input type="checkbox"/> Development Order Modification
<input type="checkbox"/> Variance	<input type="checkbox"/> Parking Flexibility	
<input type="checkbox"/> Wireless Communication Facility (new structure)		

CD Plus Application #: _____ Application Submittal Date: _____
 Fee Paid: \$ _____ Date of Acceptance: _____
 Employee Name Accepting Application (print name): _____
 Rejected on _____ Rejected by: _____
 Reason for Rejection: _____

A. PROJECT NAME: Seminole Pointe

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): a) Lot 2 - 4210 US Hwy 1 S, b) Lot 3 - 245 Seminole Woods Blvd. c) Lot 4 - 4410 US Hwy 1 S

C. PROPERTY APPRAISER'S PARCEL NUMBER(s): Lot 2) 31-12-31-5371-00000-0020
Lot 3) 31-12-31-5371-00000-0030 Lot 4) 31-12-31-5371-00000-0041

D. LEGAL DESCRIPTION: _____ Subdivision Name; _____ Section; _____ Block; _____ Lot
See attached Exhibit "A"

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: Lot 2: 27.45 Lot 3: 9.38 & Lot 4: 34.91 acres

F. FUTURE LAND USE MAP DESIGNATION: Mixed Use EXISTING ZONING DISTRICT: _____
 OVERLAY DISTRICT: N/A

G. FLOOD ZONE: A, X COMMUNITY PANEL NUMBER: 240 DATE: JUNE 6, 2018

H. PRESENT USE OF PROPERTY: Vacant Land

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
Rezoning the property from COM-3, COM-2, MFR-2 (408 units, 538,705 sq ft) to
MFR-2 (653 units) and COM-2 (187,380 sq ft) as depicted on Exhibit "B"

J. PROPOSED NUMBER OF LOTS: _____

K. CHECK APPROPRIATE BOX FOR SITE PLAN:
 Tier 1 (up to 40,000 sq. ft. / 40 units)
 Tier 2 (up to 100,000 sq. ft. / 100 units)
 Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

M. WATER/SEWER PROVIDER: To be provided by City

N. IS THERE AN EXISTING MORTGAGE? Yes No



OWNER:

APPLICANT / AGENT:

Name: Palm Coast Seminars Group, LLC & PRP Management Services, LLC	Name: Stonestreet Partners - David M. Trandel
Mailing Address: 9164 Sanderson Court, Boynton Beach, FL 33473	Mailing Address: 120 North LaSalle Street, Suite 3200 Chicago, IL 60602
Phone Number: 561-719-8836	Phone Number: 396-445-8900 ext 102
E-mail Address: Losowecapital@outlook.com	E-mail Address: DTrandel@stonestreetusa.com

MORTGAGE HOLDER:

ENGINEER OR PROFESSIONAL:

Name: See attached Exhibit "C"	Name: Zahn Engineering, Inc.
Mailing Address:	Mailing Address: 150 S. Palmetto Ave., Suite 201, Daytona Beach, FL 32114
Phone Number:	Phone Number: 386-252-0620
E-mail Address:	E-mail Address: Pete.Zahn@zahneng.com

PLANNER:

TRAFFIC ENGINEER:

Name: VOCON Partners, LLC Denver Broker	Name: LTO Engineering & Planning - R. Sara Lesaker
Mailing Address: 5142 Prospect Ave E, Cleveland, OH 44115	Mailing Address: 1450 W. Granada Blvd., Suite 2, Ormond Beach, FL
Phone Number: 216-588-0800	Phone Number: 386-257-2571
E-mail Address: Denver.Broker@vocon.com	E-mail Address: RLesaker@lto-inc.us

SURVEYOR:

LANDSCAPE ARCHITECT:

Name: T2 Utility Engineers Judd French	Name:
Mailing Address: 7217 E. 87th Street, Indianapolis, IN 46256	Mailing Address:
Phone Number: 720-257-5800	Phone Number:
E-mail Address: Judd.French@t2ue.com	E-mail Address:

ATTORNEY:

DEVELOPER OR DOCKMASTER:

Name: Michael D. Chiaramonte III, Esq.	Name:
Mailing Address: 145 City Place, Suite 301, Palm Coast, FL 32164	Mailing Address:
Phone Number: 386-445-8900 ext 102	Phone Number:
E-mail Address: MichaelD@legaleamforfla.com	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application

Signature(s) Louis S. Weltman

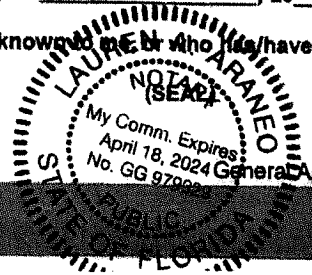
Printed or typed name(s): LOUIS S. WELTMAN

NOTARY: This instrument was acknowledged before me on this 24th day of June, 2021 by

LOUIS S. WELTMAN who is/are personally known to me or who has/have produced

FL O/L W435-537-87-288-0 as identification.

[Signature]
Signature of Notary Public, State of Florida



General Application (sheet 2 of 2)

EXHIBIT "B"

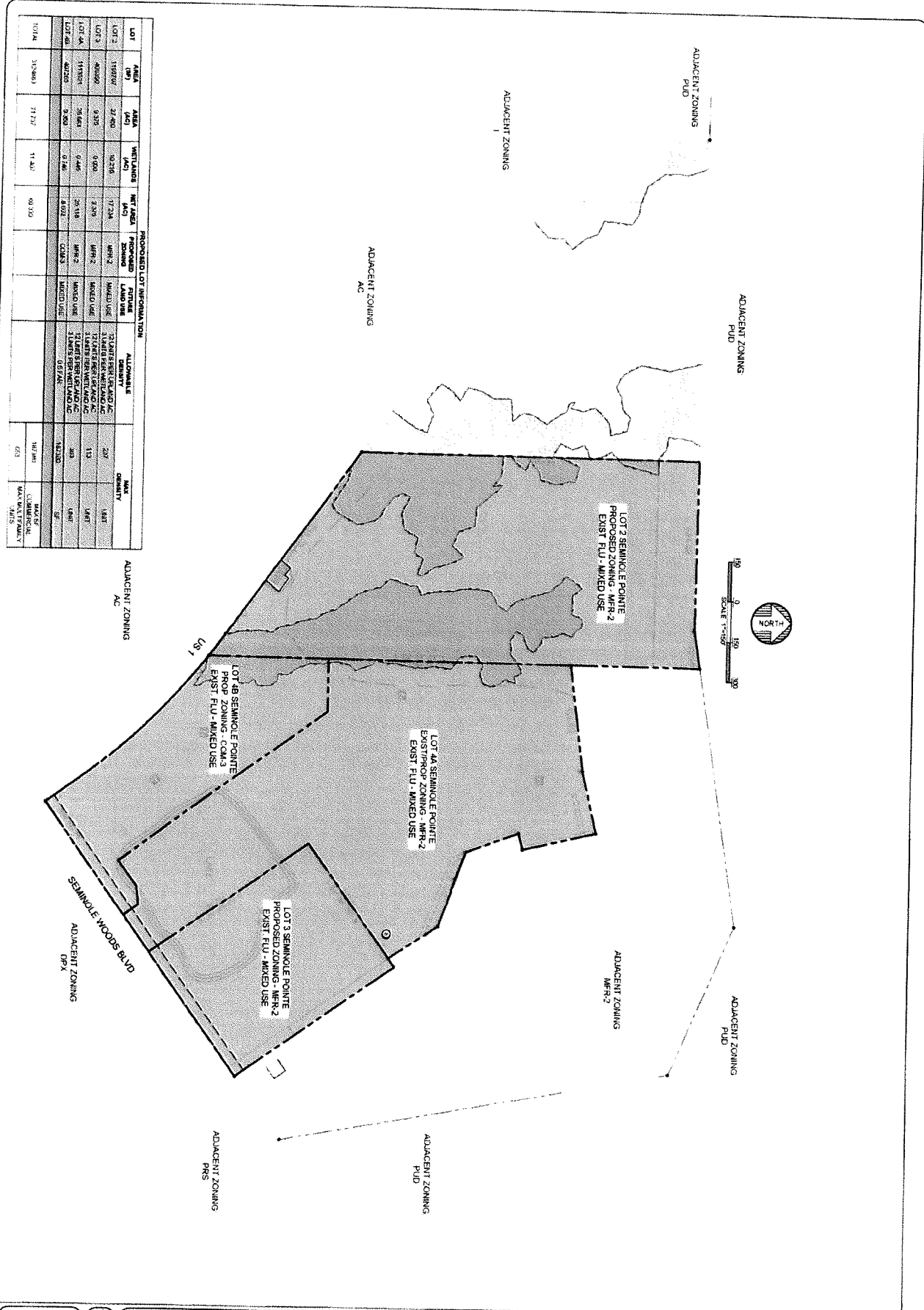
See following 2 pages

EXHIBIT "A"

Lot 2: Lot 2 Seminole Pointe, according to the plat thereof, as recorded in Plat Book 35, Page 69, Public Records of Flagler County, Florida, less and except that portion deeded to the City of Palm Coast being 0.13 acres lying along US 1 being a well site, LW-19 OR 1721/911

Lot 3: Lot 3 Seminole Pointe, according to the plat thereof, as recorded in Plat Book 35, Page 69, Public Records of Flagler County, Florida.

Lot 4: Lot 4 Seminole Pointe, according to the plat thereof, as recorded in Plat Book 35, Page 69, Public Records of Flagler County, Florida, less and except that portion as described in Official Records Book 1630, Page 1409.



LOT	AREA (SQ FT)	AREA (AC)	WIDTH (FT)	WIDTH (AC)	PROPOSED ZONING	PROPOSED LOT INFORMATION	ALLOWABLE	MAX DENSITY
LOT 2	119807	27.290	93216	17234	MFR-2	MIXED USE	32 UNITS PER ACRE	227
LOT 3	119808	27.290	93216	17234	MFR-2	MIXED USE	32 UNITS PER ACRE	227
LOT 4A	119809	27.290	93216	17234	MFR-2	MIXED USE	32 UNITS PER ACRE	227
LOT 4B	119810	27.290	93216	17234	MFR-2	MIXED USE	32 UNITS PER ACRE	227
TOTAL	378893	71.727	11.407	69.333				

PROPOSED LOT INFORMATION SEMINOLE POINT PALM COAST VOLUSIA COUNTY, FL		SHEETS: 02 DRAWN: 02 CHECKED: 02 DATE: 6/23/2011	Zahn Engineering, Inc. Civil Engineering • Land Planning • Permitting 150 South Parrish Avenue, Suite 201, Daytona Beach, Florida 32114 Ph: (386) 257-0000 • Fax: (386) 257-8950 www.zahneng.com	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>APPR.</th> <th>REVISION DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	APPR.	REVISION DESCRIPTION				
NO.	DATE	APPR.	REVISION DESCRIPTION									

EXHIBIT "C"

Mortgage Holders:

#1

DB Premier Asset Ptners, LLC

BJ Sellers

1331 S. International Pkwy, #224, Lake Mary, FL 32746

407-622-2640

BJ@CMPFL.com

#2

James M. Painter Rev. Trust

James M. Painter, Trustee

1300 N. Federal Hwy, Suite 110, Boca Raton, FL 33432-2848

561-368-7775

JMPLLC@aol.com

#3

Janice & Rocco Arbitell

Rocco Arbitell

405 Dublin Road, Southbury, CT 06488

203-525-3160

Speed2pass@yahoo.com

Chiumento Law, PLLC
Michael D. Chiumento
Michael D. Chiumento III
Andrew C. Grant
Vincent L. Sullivan
Diane A. Vidal
Art Zimmet
Cynthia Lane



Reply to:
145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

July 14, 2021

To Whom It May Concern:

Palm Coast Seminole Group, LLC & PRP Management Services, LLC are the owners of the property described in Exhibit "A" attached hereto. Currently the owner has an application into the City of Palm Coast to rezone portions of the Property from commercial to multi-family and rezone other portions of the property from multi-family to commercial. A copy of the current zoning map is attached on Exhibit "B" and the proposed zoning map is attached as Exhibit "C".

As required by City Code, we will be having a neighborhood meeting on **Monday, August 2, 2021 at 6:00 p.m. at Hilton Garden Inn, 55 Town Center Boulevard, Palm Coast, Florida 32164** to answer any of your questions. It is open to the public.

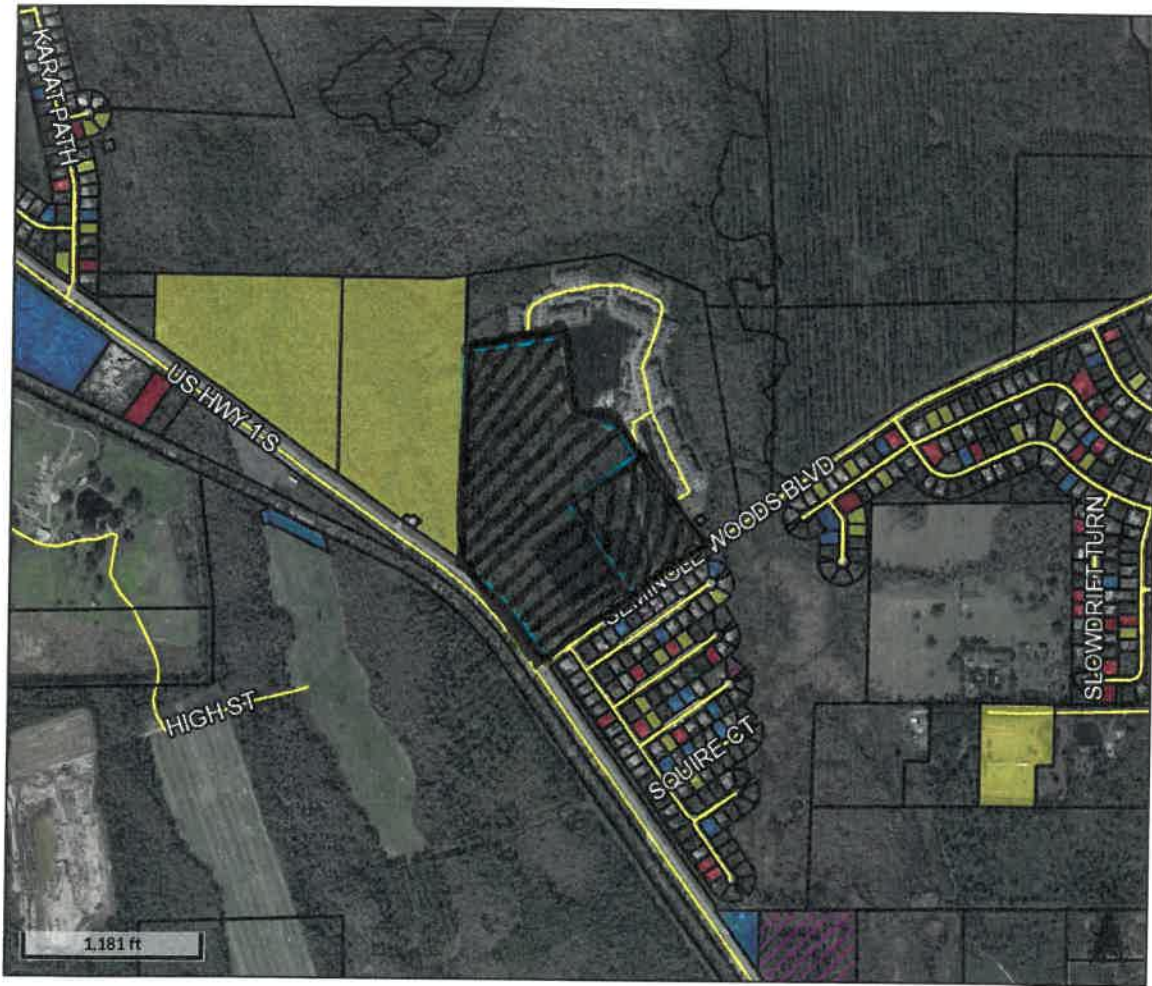
Sincerely yours,



Michael D. Chiumento III
MDC/cm
Encl.



Flagler County, FL Property Appraisers Office



Overview



Legend

- Parcels
- Yearly Sales**
- 2019
- 2020
- 2021
- Roads
- MLS Listings
- Streams and River

Parcel ID	31-12-31-5371-00000-0041	Owner	PALM COAST SEMINOLE GROUP LLC	Land Value	\$365,270	Last 2 Sales							
Class Code	VACANT COMMERCIAL		9164 SANDERSON COURT	Ag Land Value	\$0	Date	3/21/2006	Price	\$2900000	Reason	V	Qual Q	n/a
Taxing District	61	Physical Address	BOYNTON BEACH, FL 33473	Building Value	\$0		n/a		0		n/a		n/a
Acres	34.94		4410 US HWY 1 S	Misc Value	\$0		MLS						
				Just Value	\$365,270								
				Assessed Value	\$365,270								
				Exempt Value	\$0								
				Taxable Value	\$365,270								

Date created: 7/16/2021
 Last Data Uploaded: 7/16/2021 8:10:07 AM

Developed by Schneider GEOSPATIAL

SUBDIVISION MAP
of
Subject Property
in
PALM COAST
SITUATED IN
FLAGLER COUNTY

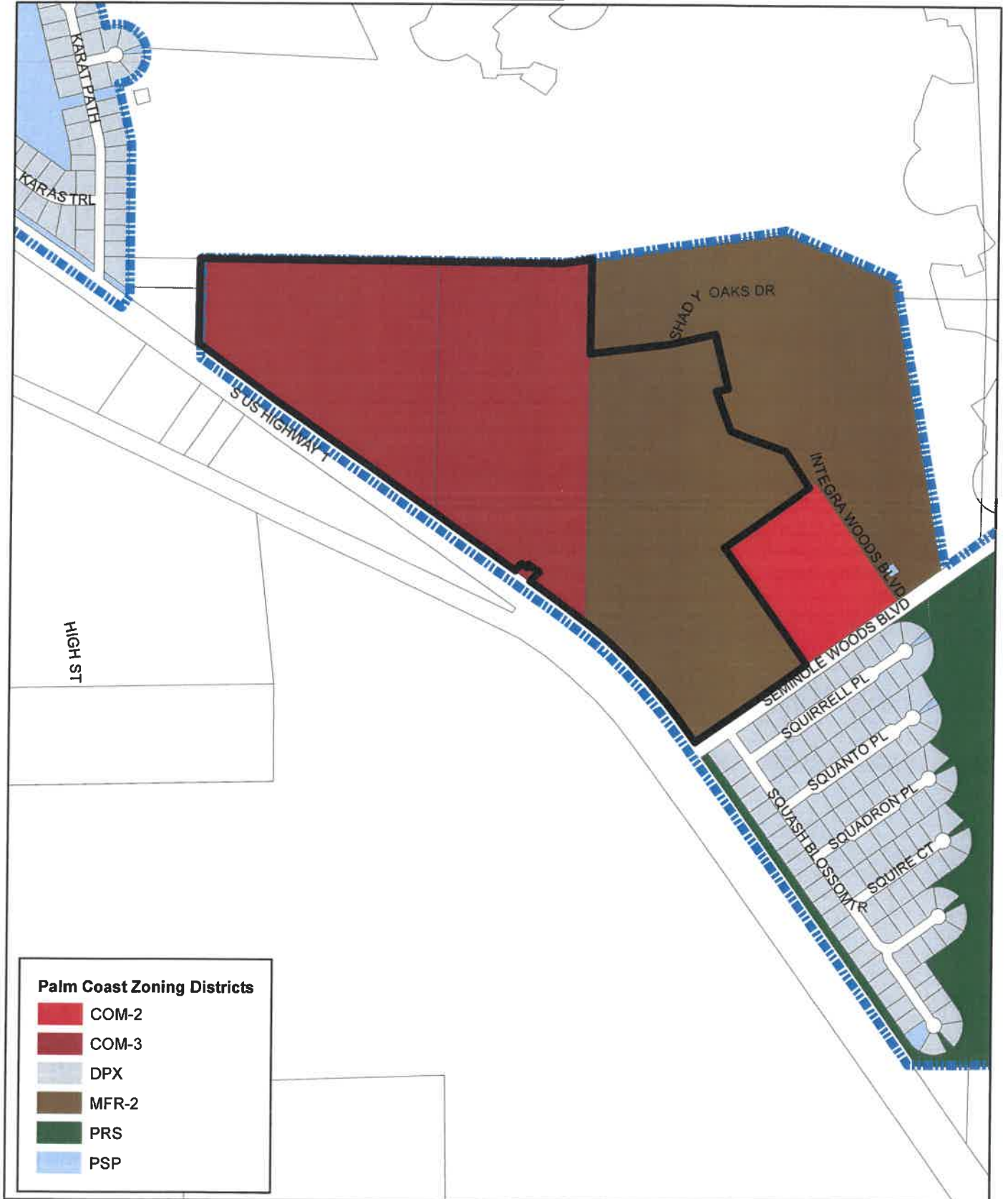
Subject
Property



EXHIBIT
tabbies
B

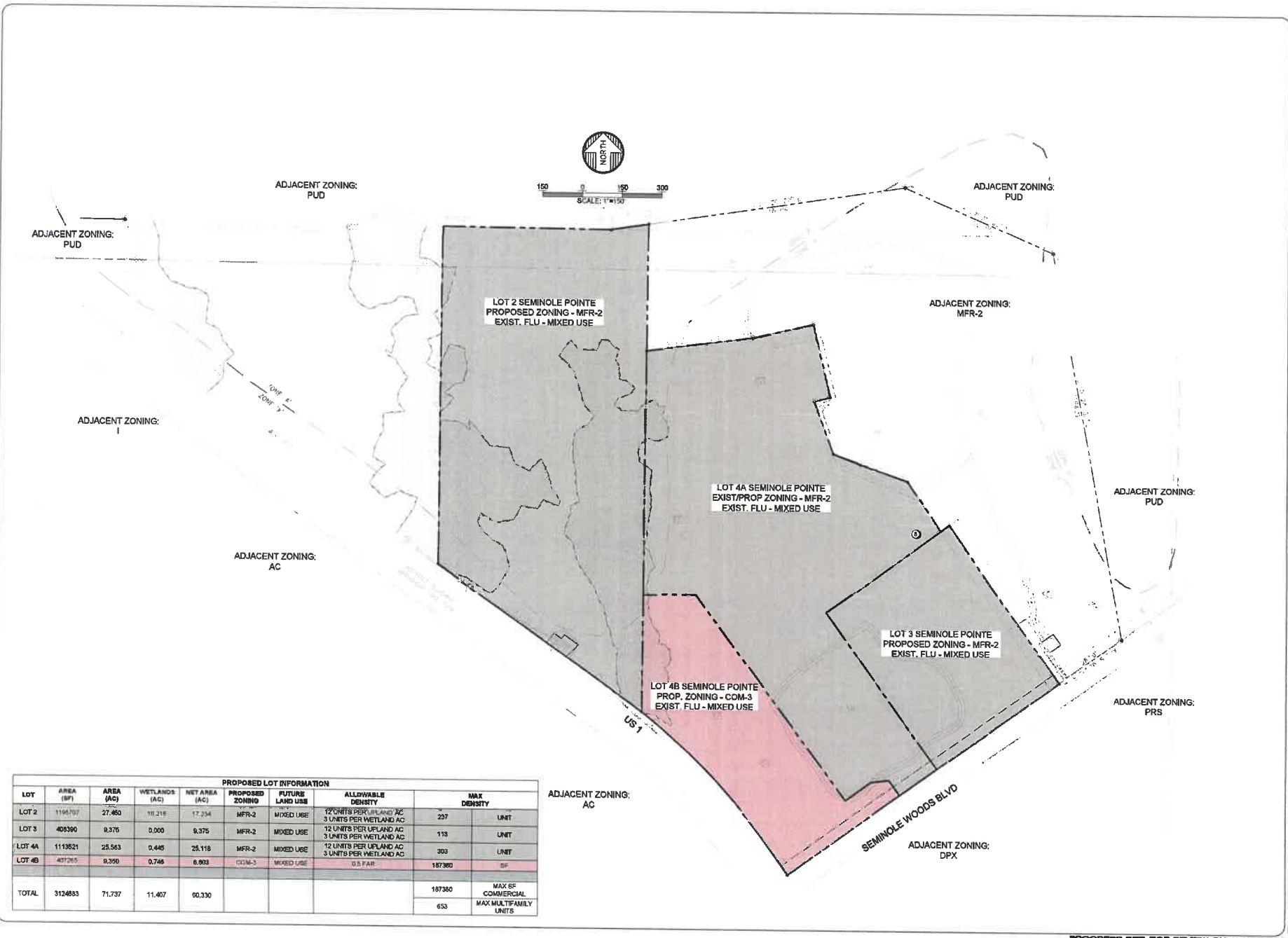


ZONING MAP



Palm Coast Zoning Districts

	COM-2
	COM-3
	DPX
	MFR-2
	PRS
	PSP



PROPOSED LOT INFORMATION								
LOT	AREA (SF)	AREA (AC)	WETLANDS (AC)	NET AREA (AC)	PROPOSED ZONING	FUTURE LAND USE	ALLOWABLE DENSITY	MAX DENSITY
LOT 2	1194797	27.460	18.219	17.234	MFR-2	MIXED USE	12 UNITS PER UPLAND AC 3 UNITS PER WETLAND AC	227 UNIT
LOT 3	409390	9.376	0.000	9.376	MFR-2	MIXED USE	12 UNITS PER UPLAND AC 3 UNITS PER WETLAND AC	113 UNIT
LOT 4A	1119821	25.563	0.445	25.118	MFR-2	MIXED USE	12 UNITS PER UPLAND AC 3 UNITS PER WETLAND AC	303 UNIT
LOT 4B	477265	9.350	0.748	8.603	COM-3	MIXED USE	O.S. FAR	187380 SF
TOTAL	3124853	71.737	11.407	60.330				187380 MAX SF COMMERCIAL 653 MAX MULTIFAMILY UNITS

PROPOSED LOT INFORMATION

SEMINOLE POINT

VALUWA COUNTY, FL

PROJECT NUMBER

128

NOT VALID WITHOUT SEAL

13-000389
 FL REG. NO. 12083

SHEET **C02** OF **08**

Zahn Engineering, Inc.

Civil Engineering • Land Planning • Permitting
 100 South Nebraska Avenue, Suite 201, Dollywood Plaza, Orlando, FL 32114
 Ph: (408) 252-0020 • Fax: (408) 252-0900
 www.zahneng.com

Chiumento Law, PLLC
Michael D. Chiumento
Michael D. Chiumento III
Andrew C. Grant
Vincent L. Sullivan
Diane A. Vidal
Art Zimmet
Cynthia Lane



CHIUMENTO LAW

Reply to:
145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

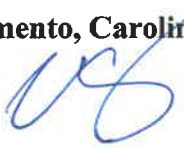
By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

Vincent L. Sullivan
Associate Attorney
vsullivan@legalteamforlife.com

MEMORANDUM

TO: Bill Hoover and Ray Tyner

CC: Michael D. Chiumento, Caroline McNeil, and File

FROM: Vincent Sullivan 

SUBJECT: Neighborhood Informational Meeting held August 2, 2021

DATE: August 3, 2021

Bill and Ray,

As you know we conducted a neighborhood informational meeting last night, August 2, 2021 for the project known Identified as Seminole Point in our application submitted on June 29, 2021. In Accordance with the applicable land development code, we held our neighborhood informational meeting at the Hilton Garden Inn Town Center location on August 2, 2021.

The meeting began at 6:05 p.m. with two (2) members of the community in attendance. The remaining individuals who were in attendance were part of the applicant's development team. While there were 2 members of the public in attendance, neither of them wanted to sign in on the sign in sheet. A copy of the sign in sheet is attached to this memo. Below is a list of questions propounded by the 2 individuals in attendance. The response to such questions are in *italics* below.

- How are you going to impact the wetlands?
 - *No wetland impacts are proposed for Phase I of the development. It is not yet determined if there will be any wetland impacts for future phases*
- What is the purpose of this meeting?
 - *The purpose is to inform the neighboring property owners of what the plan for rezoning is and to obtain property owner's input and answer their questions.*

- Isn't residential uses inconsistent with the uses across US-1 as US-1 is a commercial corridor?
 - *The current zoning of the property already allows for residential uses. We are asking for the location of the commercial uses to be shifted to the corner of Seminole Woods and US-1.*
- How are you able to get a reduction in traffic based on this rezoning?
 - *Per the FDOT traffic tables, the number of PM Peak hour trips are less for residential units than for commercial units. If you compare the number of cars coming and going from a 7-11 to an apartment complex, you are going to have much more traffic associated with a 7-11 gas station than an apartment complex.*
- Do you have a proposed plan of what the completed project will look like?
 - *We have a conceptual plan for phase 1 right now (which was shared with group) but not for anything else yet.*
- How can you apply for rezoning if you do not a complete plan of what you are asking for?
 - *The zoning change is requesting a change in allowable uses under the land development code for the City. The zoning designates what uses are permissible. You identify a certain use under the zoning designation once the zoning is approved. From a conceptual level, this property will be commercial and residential. We are seeking to shift around where the commercial is located and where the residential is located.*
- Are there any plans to four-lane this end of Seminole Woods Boulevard?
 - *None are known to the applicant. (Applicant asked the City representative who was unaware of any current plans to Four-Lane this portion of the road at this time).*
- Can you fix the intersection at Seminole Woods Boulevard and Squash Blossom Trail as during rush hour the cars on Seminole Woods Boulevard make it impossible to make a left turn off of Squash Blossom trail.
 - *Maybe a sign could be put up by the City to reminder motorists on Seminole Woods Boulevard to not block the intersection with Squash Blossom Trail. However, at this time, there appear to be no requirements for the improvement of this intersection based on our traffic letter.*
- Do you know who the proposed tenants are for the commercial property to be put on the corner of Seminole Woods Boulevard and US-1?
 - *At this time we know who we would like to place in the commercial area. However, there are no firm plans on which business will operate there.*

The meeting concluded at about 6:35 p.m. Please let me know if you have any questions in connection with the above.



NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 24 day of August, 2021 personally appeared
Vincent L Sullivan who after providing FL Drivers License as
identification and who X did, did not take an oath, and who being duly sworn, deposes
and says as follows: "I have read and fully understand the provisions of this instrument".

Two (2) signs have been posted on the subject property subject to a rezoning as described with
Application # 4820

 At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the Planning & Land Development Regulation Board (PLDRB)

OR

X At least seven (7) days before the hearing date advertising the date, time, and location of
the City Council hearing.

[Signature]
Signature of Responsible Party

Vincent L Sullivan
Printed Name

145 City Place, Suite 301, Palm Coast, FL 32101
Mailing Address

[Signature]
Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)



This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

City of Palm Coast
NOTICE OF PUBLIC HEARING

Application Number: 4820

The City of Palm Coast Planning Board will hold a public hearing on the application at _____, ____M. on _____.

The City of Palm Coast City Council will hold a public hearing on this application at

6:00 P.M. on Sept. 7 for the 1st Hearing

9:00 A.M. on Sept. 21 for the 2nd Hearing

____ City Council public hearing not required.

Description of Request

- | | |
|--|--|
| <input type="checkbox"/> Special Exception | <input type="checkbox"/> Special Use |
| <input checked="" type="checkbox"/> Rezoning | <input type="checkbox"/> Public Use |
| <input type="checkbox"/> Future Land Use Amendment | <input type="checkbox"/> Semi Public Use |

Rezoning from Master Planned Development (MPD) and General Commercial (COM-2) Zoning Districts to the Multi-Family Residential-2 (MFR-2) and High Intensity Commercial (COM-3).

Current Zoning: MPD/COM-2 Property Size: 71.74 +/- Acres

Applicant: Stonestreet Partners

Public Hearing to be held at

Council Chambers in the Community Wing of CP
160 Lake Avenue

For more information please call City of Palm Coast
Do not remove poster prior to the completion of public hearing

PLANNING 3-986-2111

City of Palm Coast
NOTICE OF PUBLIC HEARING

Application Number: 4820

The City of Palm Coast Planning Board will hold a public hearing on the application at
_____, __.M. on _____.

The City of Palm Coast City Council will hold a public hearing on this application at

6:00 P.M. on Sept. 7 for the 1st Hearing

9:00 A.M. on Sept. 21 for the 2nd Hearing

____ City Council public hearing not required.

Description of Request

- | | |
|--|--|
| <input type="checkbox"/> Special Exception | <input type="checkbox"/> Special Use |
| <input checked="" type="checkbox"/> Rezoning | <input type="checkbox"/> Public Use |
| <input type="checkbox"/> Future Land Use Amendment | <input type="checkbox"/> Semi Public Use |

Rezoning from Master Planned Development (MPD)
and General Commercial (COM-2) Zoning
Districts to the Multi-Family Residential-2
(MFR-2) and High Intensity Commercial (COM-3).

Current Zoning: MPD/COM-2 Property Size: 71.74 +/- Acres

Applicant: Stonestreet Partners

Public Hearing to be held at

Council Chambers in the Community Wing of CP
160 Lake Avenue

For more information please call City of Palm Coast
Do not remove poster prior to the completion of public hearing
PLANNING 3-986-2111



Leslie L. Yeilding, CCIM, CAPS
President, General Manager
lyeilding@ebsco.com
205.981.5135

September 1, 2021

Mayor David Alfin
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Via Email (dalfin@palmcoastgov.com)

Re: Seminole Pointe Rezoning Application

Dear Mayor Alfin:

Congratulations on your election as Mayor of the City of Palm Coast!

I am writing to express our support for the rezoning of Seminole Pointe and the general development plans of Stonestreet Partners, LLC. EBSCO Integra Woods, LLC is the owner of Integra Woods Apartments, which is located immediately east and adjacent to Seminole Pointe.

We have had the opportunity to speak on several occasions with the developers of the proposed project and we believe that the proposed project will complement our apartment community and would be a good neighbor for us.

Our support is based primarily on the following two significant elements of the proposed changes:

- The development plan will significantly reduce the intensity of development along the US Highway 1 corridor by reducing the amount of Seminole Pointe zoned COM-III; and
- The surrounding area, including the residents of Integra Woods, will benefit greatly by bringing much needed neighborhood retail to this corner of the City through the proposed relocation of the commercial zoning district from the interior of the property to the US Highway 1 corridor.

Thank you for your consideration; we look forward to the further development of Seminole Pointe.

Should you or anyone on your team have any questions, please feel free to reach out to me at lyeilding@ebsco.com or 205-981-5135.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Leslie L. Yeilding'.

Leslie L. Yeilding
President of EBSCO Integra Woods, LLC

C: Jason DeLorenzo (idelorenzo@palmcoastgov.com)
Ray Tyner (rtynr@palmcoastgov.com)

City of Palm Coast, Florida Agenda Item

Agenda Date: September 21, 2021

Department	PLANNING	Amount	
Item Key	11673	Account	
		#	
Subject	RESOLUTION 2021-XX APPROVING THE TERMINATION OF THE SEMINOLE POINTE MASTER PLANNED DEVELOPMENT AGREEMENT (MPD)		
Presenter:	Bill Hoover		
Background:	<p>The subject property was purchased back in March 2006 by Palm Coast Seminole Group, LLC and the 131 +/- acre Seminole Pointe Subdivision plat was recorded in March 2006. The plat included Lot 1 (23.38 acres to the west of the subject property) and the north part of Lot 4 (36.05 acres where Integra Woods Apartments are located). The land for Integra Woods Apartments was sold off with MFR-2 Zoning and those apartments were constructed in 2009.</p> <p>On August 16, 2011 the City Council adopted a rezoning for all of the Seminole Pointe subdivision lands, except for the Integra Woods parcel and Lot 3 which was zoned COM-2, from COM-3 and MFR-2 to Seminole Pointe MPD. The Seminole Pointe MPD expired on August 17, 2018 and per the Land Development Code expired MPD lands revert back to their previous zoning.</p> <p>PRP Management Services, LLC purchased part of the subject property in the first half of 2021. On July 6, 2021, Palm Coast Seminole Group, LLC and PRP Management Services, LLC submitted an application that would rezone the subject property to the High Intensity Commercial (COM-3) and Multi-Family Residential-2 (MFR-2) Zoning Districts.</p> <p>City Council was presented with the rezoning application for this property at their September 7, 2021 business meeting for consideration and was presented to Council for second read at this meeting.</p>		
Recommended Action:	The Planning staff recommends City Council approve the Resolution to terminate the Seminole Pointe MPD.		

Return to:
City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

RESOLUTION 2021 - _____
TERMINATION OF SEMINOLE POINTE MPD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA TERMINATING THE 2011 SEMINOLE POINTE MASTER PLANNED DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City and Palm Coast Seminole Group, LLC and Palm Coast One Group, LLC (hereinafter “Original Owners”) entered into that certain Master Planned Development (MPD) Agreement approved on August 2, 2011 and adopted on August 16, 2011, (recorded with Ordinance 2011-13), recorded on August 18, 2011, in O.R. Book 1829, Page 980, et seq., Public Records of Flagler County, Florida (collectively the “MPD Agreement”); and

WHEREAS, the Original Owners later sold off part of the subject property so the current owners are Palm Coast Seminole Group, LLC and PRP Management Services, LLC (hereinafter “Current Owners”); and

WHEREAS, the City and Current Owners wish to terminate the MPD Agreement and wish to release the Current Owners from the terms and conditions of said MPD Agreement, as the subject property has a new zoning of High Intensity Commercial (COM-3) and Multi-Family Residential-2 (MFR-2).

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

SECTION 1. The City Council hereby approves the termination of the MPD Agreement and releases the Current Owners from the terms and conditions of said MPD Agreement.

SECTION 2. RECORDING. This Resolution shall be recorded upon the Public Records of Flagler County, Florida, at the Current Owners’ expense.

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

PASSED and ADOPTED at the meeting of the City Council of the City of Palm Coast on the 17th day of September 2021.

ATTEST:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality

William E. Reischmann, Jr., Esquire

City of Palm Coast, Florida Agenda Item

Agenda Date: September 14, 2021

<p>Department Item Key 11137</p>	<p>Amount Account #</p>
<p>Subject COUNCIL DECISION AND DIRECTION TO STAFF ON WHETHER TO AMEND THE COMMERCIAL VEHICLE ORDINANCE IN CHAPTER 44, ARTICLE II</p>	
<p>Presenter: Jason DeLorenzo, Chief Development Officer</p>	
<p>Background: <u>UPDATE FROM THE SEPTEMBER 14, 2021 WORKSHOP</u> This item was heard by City Council at their September 14, 2021 Workshop. Council requested to make a decision whether to change the Commercial Vehicle Ordinance or to have the existing Ordinance remain the same at the next business meeting.</p> <p><u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 14, 2021 WORKSHOP</u> FY 21/22 City Council Priorities (Resolution 2021-81), B5 Business Friendly Initiative Staff to evaluate and report to City Council on codes associated with working vehicles in residential driveways to restrict to a maximum of one vehicle. A survey shall be conducted as part of staff's evaluations.</p> <p>Chapter 44, Article II of the Code of Ordinances prohibits certain vehicles from parking overnight in residential zones. At the March 2, 2021 City Council workshop, staff was tasked to develop an open survey related to parking of one commercial vehicle, of limited size, in residential driveways.</p> <p>The Commercial Vehicle Ordinance Survey was a single question survey with three possible answers (yes, no, or undecided), citizens entered their responses through the City website. The total survey response was 16,491 submissions. To maintain survey integrity, the City captured the user's IP address in an effort to group potential duplicates. The City used the data from all of the submissions (5/1/2021 – 5/31/2021) for the analysis. The analysis consisted of calculating a statistical average grouped by the IP addresses. The response(s) for each IP address were averaged. The final percentages represent a total average of the averaged responses for all IP addresses.</p> <p>City staff will present the survey results for discussion and direction.</p>	
<p>Recommended Action: FOR COUNCIL DECISION AND DIRECTION TO STAFF ON WHETHER TO AMEND THE COMMERCIAL VEHICLE ORDINANCE IN CHAPTER 44, ARTICLE II</p>	

City of Palm Coast, Florida Agenda Item

Agenda Date : September 21, 2021

Department	CITY CLERK	Amount
Item Key	11604	Account
		#
Subject	APPOINT A MEMBER TO FLAGLER COUNTY HOUSING TASK FORCE/AFFORDABLE HOUSING ADVISORY COMMITTEE	
Presenter :		
Background :	<p>UPDATE FROM THE SEPTEMBER 7, 2021 BUSINESS MEETING</p> <p>This item was presented to City Council to appoint a member to the Affordable Housing Advisory Committee. Council requested the applicants appear before City Council. Unfortunately, one applicant has withdrawn his application due to family matters. Council then requested at their September 14, 2021 Workshop to obtain more applications for this appointment. However, on Friday, September 17, 2021, the City Clerk was notified by the Program Coordinator that the City does need to appoint a member to this Committee by October 1, 2021. The remaining candidate is Ms. Vasilevsky.</p> <p>ORIGINAL BACKGROUND FROM THE SEPTEMBER 7, 2021 BUSINESS MEETING</p> <p>The Affordable Housing Advisory Committee has an opening on the board. In accordance with the Interlocal Agreement, the City of Palm Coast appoints a resident to this Committee. It is the City of Palm Coast's opportunity to appoint to this Committee a resident at this time.</p>	
Recommended Action :	APPOINT ONE MEMBER TO THE FLAGLER COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE	



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input type="checkbox"/>	Beautification & Environmental Advisory Committee*	<input type="checkbox"/>	Planning & Land Development Regulation Board* ♠
<input type="checkbox"/>	Code Enforcement Board*	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input checked="" type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input checked="" type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Mary Vasilevsky E-mail address: vasilevsky.mar@gmail.com

Residence Address: 18 Eastwood Drive District # 4

City: Palm Coast State: Florida Zip: 32164

Mailing Address (If Different from Residence): _____

Home Phone: (386) 586-8544 Business Phone: (386) 222-2577

Date of Birth: 06/27/1994 Place of Birth: Brooklyn, NY

How long have you been a permanent resident of Palm Coast? 21 years

What year did you become a continuous resident of the City of Palm Coast? 1999-2012, 2019-Present

List all places of residence for the last five years.

Address	City & State	From	To

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: Coordinator Current Employer: Florida Green Construction

Current Business Address: 50 Leanni Way, Unit C1

Palm Coast Florida 32137 (386) 447-4151
City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
Johnston Chiropractic Health Center 1405 NW 13th St, Gainesville, FL 32601	Chiropractic Health	Administrative Assistant	April 2019-September 2019
University of Florida Office of Sustainability Gainesville, Florida 32601	Education/Outreach in Sustainability	Program Manager & Outreach Assistant	August 2018-April 2019
University of Florida Athletics Association Gainesville, Florida 32601	Program Management/ Outreach in Sustainability	Zero Waste Intern	September 2016- April 2018

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No

If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: Flagler Palm Coast High School Year Graduated: 2012
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
University of Florida, Gainesville, Florida	August 2017- August 2019	Master of Sustainable Development Practice
University of Florida, Gainesville, Florida	August 2017- August 2019	Certificate in Environmental Educ. & Communication
University of Florida, Gainesville, Florida	August 2017- August 2019	Certificate in Tropical Development & Conservation

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

Rotary Club, Bunnell Chapter

Florida Green Building Coalition: Realty, Appraisers, Builders, Outreach Committee

Gender & Development Working Group

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

My experience is at the intersection of construction, green practices, and equity. Affordable housing should be affordable to live in and maintain for

the dweller, built with best community outcomes in mind. As a Certified Green City, Palm Coast and the Greater Flagler County have the

opportunity to lead the way in better, more affordable housing standards that can allow residents to save money on utilities, insurance fees, repairs,

and health. Coming from this county, I have a vested interest in the positive innovation and sustainable, long-term development.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

My Master's in Sustainable Development Practice, challenged me to process lessons that we have learned in development and to

promote longer lasting positive development impacts in terms of economics, public health, natural resources, and leadership.

Additionally, my certification in Tropical Conservation & Development helps make informed contextual development choices.

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

<u>Office Title</u>	<u>Date of Election or Appointment</u>	<u>Term of Office</u>	<u>Level of Government</u>
---------------------	--	-----------------------	----------------------------

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business

Relationship to the Business

Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

With a Bachelor's of Science in Environmental Science from the University of Florida, and a Master's in Sustainable Development, I decided to pursue a career in Green Building. Working closely with professionals in construction, I am constantly learning the latest innovations that can facilitate access to better quality housing across economic scales and am looking to ensure that the impactful long-term decisions that we make benefit people of Palm Coast & Flagler County.

What is your understanding of the relationship of this Board or Committee to the City Council?

The relationship to this board stays current on the matters in Palm Coast and Flagler County, and is there as a partner to advise and make pertinent, practical recommendations of affordable housing to the Palm Coast City Council.

7. REFERENCES – Please list three references (business and/or personal)

Opong Hemeng, North Carolina, (817) 205-2515

Name, Address & Telephone Number

Gene Stone, Florida, (407) 580-2657

Name, Address & Telephone Number

Dr. Fazil Najafi, Florida, (352) 294-7790

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?


Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature


Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO:	City Clerk's Office City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164	PHONE:	386-986-3713
		FAX:	386-986-3714
		EMAIL:	CityClerk@palmcoastgov.com
		WEBSITE:	www.palmcoastgov.com

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

*Should you not be selected at this time, your application will be kept on file for consideration for six (6) months.
Should you wish to be considered for another board, committee, or task force during that time,
you must contact the City Clerk's Office and request reconsideration.*

City of Palm Coast, Florida Agenda Item

Agenda Date : September 21, 2021

Department CITY CLERK Item Key 11713	Amount Account #
Subject APPOINT ONE MEMBER TO THE DISTRICTING COMMISSION	
Presenter : VIRGINIA A. SMITH, CITY CLERK	
Background : At the August 24, 2021 Special Meeting, City Council appointed 5 members to the Districting Commission. All appointees were contacted. One appointee has declined the appointment, therefore, Council needs to appoint one more member to the Commission. The City Clerk advised Council of the need to appoint one more member at the September 14, 2021 Workshop. The Clerk also advised Council there were two alternates provided at the special meeting that were not chosen and then requested each Council to bring a new appointee for Council's consideration to the September 21, 2021 Business Meeting. The two alternate appointees not chosen were: Ms. Sarah Melendez and Mr. David Ferguson.	
Recommended Action : APPOINT ONE MEMBER TO THE DISTRICTING COMMISSION	

City of Palm Coast, Florida Agenda Item

Agenda Date : September 21, 2021

Department	CITY CLERK	Amount	
Item Key	11616	Account #	
Subject	RESOLUTION 2021-XX ADOPTING GUIDELINES FOR NAMING OF PUBLIC FACILITIES		
Presenter :	Jason DeLorenzo		
Background :	<p><u>UPDATE FROM THE SEPTEMBER 14, 2021 WORKSHOP</u> This item was heard by the City Council at their September 14, 2021 Workshop. Council requested to include the Community Wing be eligible for naming under this policy. The PowerPoint presentation is available in the City Clerk's office.</p> <p><u>ORIGINAL BACKGROUND FROM SEPTEMBER 14, 2021 WORKSHOP</u> The City of Palm Coast desires to establish guidelines and a procedure for the naming or renaming of public facilities owned or operated by the City in order to ensure a consistent and systematic approach to honoring individuals or organizations that have made significant contributions to the City. This will ensure that the process of naming Public Facilities results in the easy identification and location of Public Facilities.</p> <p>This process will also provide all citizens and groups in the community the opportunity to participate in the naming of Public Facilities, subject to review and recommendation by the Beautification Environmental Advisory Committee, with final review and approval by the City Council. By establishing such guidelines and procedure, the City Council wishes to encourage public participation in the naming of Public Facilities, as well as to increase awareness of and public support for the City's Public Facilities and programs.</p>		
Recommended Action :	ADOPT RESOLUTION 2021-XX ADOPTING GUIDELINES FOR NAMING OF PUBLIC FACILITIES		

RESOLUTION 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, ADOPTING GUIDELINES AND PROCEDURES FOR THE OFFICIAL NAMING OF PUBLIC FACILITIES OWNED OR OPERATED BY THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (“City”) desires to establish guidelines and a procedure for the naming or renaming of public facilities owned or operated by the City (“Public Facilities”) in order to ensure a consistent and systematic approach to honoring individuals or organizations that have made significant contributions to the City; and

WHEREAS, the City Council wishes to ensure that the process of naming Public Facilities results in the easy identification and location of Public Facilities; and

WHEREAS, the City Council intends to provide all citizens and groups in the community the opportunity to participate in the naming of Public Facilities, subject to review and recommendation by the Beautification Environmental Advisory Committee, with final review and approval by the City Council; and

WHEREAS, by establishing such guidelines and procedure, the City Council wishes to encourage public participation in the naming of Public Facilities, as well as to increase awareness of and public support for the City’s Public Facilities and programs; and

WHEREAS, the City Council of the City of Palm Coast finds that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast.

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

SECTION 1. RECITALS. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference.

SECTION 2. GUIDELINES AND PROCEDURE. The guidelines and procedure for naming or renaming the City’s Public Facilities attached hereto as Exhibit “A” is hereby approved and incorporated herein for all purposes.

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

DULY PASSED and approved this ____ day of _____, 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR., ESQ.
CITY ATTORNEY

GUIDELINES FOR THE NAMING OF PUBLIC FACILITIES

City of Palm Coast, Florida

Purpose

The purpose of these guidelines is to establish a systematic and consistent approach for the official naming of public facilities owned or operated by the City of Palm Coast (“City”), including but not limited to parks, facilities, recreational areas, streets, municipal buildings, and specialized areas. These guidelines are not intended to suggest that existing names of public facilities, properties or parks will be or should be changed and is intended only as guidelines for future decisions.

Objectives

- Ensure that City parks, facilities, recreational areas, streets, municipal buildings, and specialized areas are easily identified and located.
- Ensure that given names to City parks, facilities, recreational areas, streets, municipal buildings, and specialized areas are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming, and dedication of City parks, facilities, recreational areas, streets, municipal buildings, and specialized areas.
- Encourage the dedication of lands, facilities, or donations by individuals and/or groups.
- Advance the reputation of the City as well as increase the understanding and public support for its programs.

This Policy does not apply to:

- City core services facilities (e.g., City Hall (excluding the Community Wing), Fire Stations);
- Non-City facilities;
- Non-City facilities which occupy City lands and where the building is currently owned or leased by other than the City.
- Naming of programs, events, or other kinds of sponsorships conducted through the City.
- The dedication of small park amenities with an identifiable lifespan and not intended to be permanent such as fixed park benches, litter stations and tables.

Definitions

Naming means the name assigned by the City Council via resolution to a given public facility, property, or park.

Nominee means an individual or organization after whom a public facility, property or park is considered for naming.

Organization means a group, business, company, corporation or non-profit entity which has made an extraordinary contribution to the City of Palm Coast.

Park shall have the same meaning as “City Park” as defined in Section 42-161, Code of Ordinances, City of Palm Coast, Florida,

Property means any parcel of real property, developed or undeveloped, owned or managed by the City of Palm Coast.

Public Facility means any capital facility owned or operated by the City of Palm Coast.

Criteria

The practice of the City is to name parks, recreation areas, facilities, streets, municipal buildings, and specialized areas through an adopted process utilizing the above objectives, emphasizing community values and character, local and national history, geography, the environment, civics, and service to the City. Therefore, the following criteria shall be used in determining the appropriateness of the naming designation:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National, state, and local leaders or heroes, both past and present;
- Natural or geographical features, such as plant materials, streams, rivers, lakes, and creeks;
- An individual, living or deceased [a] who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building, or [b] who has had the contribution made “In Memoriam” and when the name has been stipulated as a condition of the donation;
- An individual, living or deceased, who has contributed outstanding civic service to the City;
- Consideration shall be given to whether the nominee has already had a street, facility, property or park named after him/her/it;
- A public facility, property or park may be designated with only one name;

- No name will be considered that diminishes the historic integrity of a public facility, property or park;
- A request is ineligible when a similar request was considered and declined by the City Council within three years of the date of submittal of the current application;
- Public facilities, properties and parks will not be subdivided for the purpose of naming unless there are readily identifiable physical divisions such as road or waterways. However, naming of specific major areas of public facilities, properties and parks will be permitted. For example, a tennis court area within a larger public park may be named after a specific nominee. In such circumstances, such names must be different from the larger facility, property or park to avoid user confusion.
- The City shall make all decisions relating to the design and placement of all signs or markers on or at City facilities, properties and parks.

Facilities, specialized areas, or amenities may have a name different from that of the larger park, recreation area, facility, or municipal building.

Names that are similar to names of existing parks, recreation areas, facilities, streets, municipal buildings, and specialized areas should not be considered in order to minimize confusion.

Renaming

The City reserves the right to change the name of a City property, park, recreation area, public facility, street, municipal building, or specialized area to maintain consistency with these guidelines. However, renaming carries with it a much greater burden of process compared to initial naming. The renaming of parks and facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors. Tradition and continuity of name and community identification are important community values. Each request to rename must meet the criteria of this policy, but meeting all criteria does not ensure renaming.

Only those parks and facilities named for a location or subdivision shall be considered for renaming. Parks named by deed restriction shall not be considered for renaming.

Parks and facilities named after individuals shall not be changed unless it is found that the individual's personal character is or was such that the continuing use of the name for a park or facility would not be in the best interest of the community.

Procedures

The steps to name a public facility, park or property are as follows:

1. An open call for submissions by the City of Palm Coast including a deadline for submission.
2. A completed "City of Palm Coast Naming of Public Facilities Nomination Form" submitted to the City Manager or his or her designee for each nomination by any citizen, group, or organization.
3. The City Manager or designee will place complete submissions upon an agenda to be reviewed by the Beautification Environmental Advisory Committee ("Committee"). The Committee shall review all factual and background information listed on the nomination form as well as any other information deemed appropriate. The Committee shall provide a recommendation to the City Council regarding the naming request.
4. Following Committee review and recommendation, the City Manager or designee will place complete submissions and Committee recommendation(s) upon a subsequent City Council agenda for review. All complete submissions will be presented for consideration to the City Council along with the Committee's recommendation(s).
5. The City Council shall discuss these submissions during a scheduled City Council meeting. The City Council may accept or reject the Committee's recommendation(s). If the City Council does not accept any nominations for naming submissions, the City Council shall refer the call for submissions back to the Committee. The City Council shall select the name or otherwise take action by vote at a scheduled City Council meeting.



City of Palm Coast Naming of Public Facilities Nomination Form

This Nomination Form is to establish a systematic and consistent approach for the official naming of public facilities in the City of Palm Coast including parks, facilities, recreational areas, streets, municipal buildings, and specialized areas. The criteria for nomination are explained in the document "Guidelines for the Naming of Public Facilities".

Nominator

Name _____

Address, City, State, Zip _____

Phone _____ Email _____

Nomination

The nominator must answer the following questions and submit this form to the City Manager or designee by _____

Name being nominated: _____

If a person:

A. Address, City, State, Zip (or former if deceased):

B. Date of Death (if deceased) _____

C. List specific years of involvement (Example - 01/10-12/17)

D. Identify the general area of contribution made by the nominee.

(Example - Health, Education, Business, Environment, Civic, Other)

E. Summarize the type of contribution (accomplishments and community involvement) that the nominee made. (more detail further below) :

(Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made

significant monetary contributions or have contributed outstanding service to the community).

If other than a person:

- A. Summarize the reason for this nomination (more detail to be provided in section D. below)

- B. Identify in detail the area of contribution made by the nominee and be specific – name either facilities or specialized areas. (Example - Health, Education, Business, Environment, Civic, Other).

- C. Describe the type of contribution (accomplishments and community involvement) that the nominee made. (Examples – Neighborhood or geographic; Natural or geological features; National, State, and local leaders; Historical figure, place, or event; Individuals who have made significant monetary contributions or have contributed outstanding service to the community).

- D. Describe in detail why the name being nominated is related to this facility, including any background, details, or other relevant information.

Signature of Nominator: _____

Return the completed forms by email or mail to:

Email: customer-service@palmcoastgov.com

Mail: 160 Lake Ave, Palm Coast FL 32164

City of Palm Coast, Florida Agenda Item

Agenda Date: September 14, 2021

<p>Department Utility</p> <p>Item Key</p>	<p>Amount</p> <p>Account # 54029083 063000 85005</p>
<p>Subject RESOLUTION 2021-XX APPROVING PIGGYBACKING THE CITY OF ST. AUGUSTINE WITH ENGINEERED SPRAY SOLUTIONS, INC., FOR GRAVITY SEWER MANHOLE SEALING AND COATING ON AN AS NEEDED BASIS</p>	
<p>Presenter : Danny Ashburn</p>	
<p>Background : <u>UPDATE FROM THE SEPTEMBER 14, 2021 WORKSHOP</u> This item was heard by the City Council at their September 14, 2021 Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND FROM SEPTEMBER 14, 2021 WORKSHOP</u> As part of the City Council goals to ensure that all infrastructure is a priority regarding maintenance and performance the Utility Wastewater Collection Department needs to identify and eliminate sources of infiltration and inflow (I&I) into the central sewer system, it is necessary to install a liner system at various locations. This liner system will rehabilitate concrete, damaged by hydrogen sulfide gases inside of pump station wet wells and gravity sewer manholes identified to be in need of repair from CCTV reports. This concrete rehabilitation process consists of surface preparation of the concrete by means of high pressure hydro-blasting; removing damaged concrete from the structure; locating leaks around seams or joints of the structure; and plugging leaks with urethane grout. The next step is to rebuild the concrete surface by installing moisture and corrosion barriers of modified polymer. All phases of the liner installation are sprayed on applications and the system carries a 10-year warranty against failure.</p> <p>City staff is recommending piggybacking the City of St. Augustine contract (#PW2020-05) with Engineered Spray Solutions, Inc. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.</p> <p>Since the underlying contract is an agreement on a per unit price basis at \$376.00 per vertical foot, City staff will make purchases on an as needed basis using budgeted funds appropriated by City Council.</p>	
<p>Recommended Action : ADOPT RESOLUTION 2021-XX APPROVING PIGGYBACKING THE CITY OF ST. AUGUSTINE WITH ENGINEERED SPRAY SOLUTIONS, INC., FOR GRAVITY SEWER MANHOLE SEALING AND COATING ON AN AS NEEDED BASIS</p>	

RESOLUTION 2021 - _____
ENGINEERED SPRAY SOLUTION
GRAVIT SEWER MANHOLE SEALING AND COATING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE CITY OF ST. AUGUSTINE CONTRACT (#PW2020-05) WITH ENGINEERED SPRAY SOLUTIONS, INC., FOR GRAVITY SEWER MANHOLE SEALING AND COATING ON AN AS NEEDED BASIS; 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 City of St. Augustine contract (#PW2020-05) for gravity sewer manhole sealing and coating, as needed; and

WHEREAS, Engineered Spray Solutions, INC., desires to provide the above mentioned products on an as-needed basis for the City of Palm Coast

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

SECTION 1. APPROVAL OF PIGGYBACK CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of piggybacking the City of St. Augustine contract (#PW2020-05) for gravity sewer manhole sealing and coating on an as needed basis 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 21st day August 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, 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

Vendor Name: Engineered Spray Solutions, LLC

Bid/Contract Ref # RFP PW2020-5

Agency Name: City of St. Augustine, FL

Contract Type: Piggyback (Service Contract)

Contract Value Over \$30K

Resolution # 2021-

City Council Approval Date: _____

Contract Term End Date September 30, 2023

Renewable Y/N Yes

If yes # and length of renewals: _____ Option to renew for two (2) additional years

City's Project Manager(s) James Melley (Utility)

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the City of St. Augustine, FL Agreement for Sanitary Sewer Manhole Inspections and Rehabilitation services as needed.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

Interim City Manager _____

Date: _____

Vendor Name and Email James Collier jcollier@ess-1.net



City of PALM COAST

Finance Department
Budget & Procurement Office

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

Engineered Spray Solutions, LLC
James Collier
1306 Banana Road
Lakeland, FL 33810

RE: Engagement Letter Authorizing Piggyback

Contract for Sanitary Sewer Manhole Inspections and Rehabilitation

Contract Name

St. Augustine, FL RFP PW2020-05

Contract Reference

Dear James,

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

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

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

Regards,

Jesse K. Scott

Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Denise Bevan

Title: Interim City Manager

Date: _____

Engineered Spray Solutions, LLC

By: *James Collier*

(Authorized Signatory)

Print Name: James Collier

Title: Authorized Rep/ Estimating/Project Mgr

Date: Aug 20, 2021 | 11:33 AM PDT



ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all SUPPLIER employees hired on and after January 1, 2021.
- B. Subcontractors
- (i) SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- (iii) SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CTIY upon request.
- C. SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

2. Public Records.

- A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

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

CITY OF PALM COAST

SUPPLIER

By: _____

Print: Denise Bevan

Title: Interim City Manager

Date: _____

DocuSigned by:
By: *James Collier*
(Authorized Corporate Officer)
3E2D881879D34FA...

Print Name: James Collier

Title: Authorized Rep/ Estimating/Project Mgr

Date: Aug 20, 2021 | 11:33 AM PDT

In Process



CITY OF
ST AUGUSTINE
— EST. 1565 —
NATION'S OLDEST CITY

RECEIVED

OCT 18 2020

BY: _____

October 15, 2020

Engineered Spray Solutions, LLC
Attn: Mr. James Collier
1306 Banana Road
Lakeland, FL 33810

RE: Agreement for RFP #PW2020-05 for Sanitary Sewer Manhole Inspections and Rehabilitation

Dear Mr. Collier:

Accompanying this cover letter for your firm's records is the completely executed Agreement between the City of St. Augustine and Engineered Spray Solutions, LLC for Sanitary Sewer Manhole Inspections and Rehabilitation. We look forward to an excellent working relationship.

Please feel free to contact me at my office (904) 209-4305 or, via email, at swhitener@citystaug.com if you have any questions.

Sincerely,

Sharon F. Whitener, CPPO
Procurement Manager

SFW

Enclosure

xc: John P. Regan, City Manager
Meredith L. Breidenstein, Assistant City Manager
Reuben C. Franklin, Jr., Public Works Director
Todd J. Grant, Utilities Director
James C. Piggott, General Services Director
File

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE
CITY OF ST. AUGUSTINE
AND ENGINEERED SPRAY SOLUTIONS LLC FOR THE
SANITARY SEWER MANHOLE INSPECTIONS AND REHABILITATION PROJECT**

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (“the City”), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and ENGINEERED SPRAY SOLUTIONS LLC (“Contractor”), whose address is 1306 Banana Road, Lakeland, Florida 33810. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for (“the Work”). In accordance with RFP Number PW2020-05, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for proposals; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) proposal submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

- (a) The term of this Agreement shall run from the Effective Date to the Final Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2021, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.
- (d) This Agreement may be renewed by mutual and written consent of each party for no more than a total of four (4) consecutive years.

2. COMMENCEMENT OF WORK

- (a) Contractor shall commence the Work within fourteen (14) days of issuance of a Work Order by the City, this date shall be known as the “Commencement Date.” Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.



3. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each calendar day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The amount of liquidated damages shall be \$500.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the City for non-performance.
- (b) Contractor shall not be charged with liquidated damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

4. DELIVERABLES

- (a) The Work is specified in the Scope of Work, Exhibit A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

5. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

6. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the City agrees to pay Contractor in accordance with the Unit Price Schedule, Exhibit D and as set forth in each Work Order and billed in accordance with the terms of the Work Order.

7. PAYMENT OF INVOICES

- (a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to purchasing@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary, for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

8. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT

- (a) Each month, the Contractor shall submit an application for payment for work performed to that point. The Owner will process and issue payment in compliance with the requirements of the Florida Local Government Prompt Payment Act as described below. Final payment in the amount of ten percent (10%) of the total project amount will be retained pending final inspection and acceptance of the project by the Owner and proof of complete payment to all subcontractors and suppliers.
- (b) All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; for work-orders, see special requirements under **WORK ORDERS**); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (c) As conditions precedent to final payment under this Contract, the Contractor shall furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; shall have performed all other requirements pursuant to the Contract Documents; shall warrant all workmanship for a period of one (1) year after the date of final acceptance of the Work by the Owner and shall furnish signed copies of the Contractor's Warranty Guarantees signed by Contractor, subcontractors, materialsmen, suppliers, laborers or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work. The City shall be the expressly designated beneficiary of any and all Warranty Guarantees. Acceptance of any Work or any possession taken by Owner shall not operate as a waiver of any provision of the Contract Documents or any right or power reserved to Owner, including any right to damages provided in the Contract Documents.

- (d) In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:
1. James Wheeler, P.E.
Public Works Department
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
904-209-4276 (Office)
904-209-4286 (Fax)
Email: jwheeler@citystaug.com
 2. The City's Agent is required to review invoices or payment requests prior to processing for payment.
 3. The due date for payment of construction services by the City shall be determined as follows:
 - a) If the City's agent must approve the payment request or invoice submitted by the Contractor before the payment request or invoice is submitted to the City, payment shall be due twenty-five (25) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The Contractor may send the City an overdue notice. If the payment request or invoice is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.
 - b) If the City's agent need not approve the payment request or invoice submitted by the Contractor, payment is due twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
 - c) If a payment request or invoice submitted by the Contractor does not meet the contract requirements, the City must reject the payment request or invoice within twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.
 - d) If a payment request or invoice is rejected and the Contractor submits a payment request or invoice which corrects the deficiency, the corrected payment request or invoice must be paid or rejected ten (10) business days after the date the corrected payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
 - e) If a dispute between the City and the Contractor cannot be resolved by the procedure described above, the dispute shall be resolved in accordance with the dispute resolution procedure described in Section 217.76(2), F.S.

- f) If the City disputes only a portion of a payment request or invoice submitted by the Contractor, the City shall pay the undisputed portion in a timely manner in accordance with subsections (a) and (b) above.

4. Punch List

- a) For projects less than \$10,000,000.00.
Within thirty (30) calendar days of reaching Substantial Completion of the Work as defined in the Contract or, if not defined in the Contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the work, note any deficiencies and develop a single list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the

Contractor no later than five (5) calendar days after it has been developed and reviewed.

- b) For projects more than \$10,000,000.00.
Within thirty (30) calendar days or, if extended by Contract, up to sixty (60) calendar days, of reaching Substantial Completion of the Work or, if not defined in the contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the Work, note any deficiencies and generate a list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the Contractor no later than five (5) days after it has been developed and reviewed.

- c) The Final Contract Completion Date shall be no fewer than thirty (30) days after delivery of the list of items. If the list is not provided to the Contractor by the agreed upon date for delivery of the list, the Contract Term for completion shall be extended by the number of days the City exceeded the delivery date.

- (e) **Payments withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (f) **Payments.** The City shall pay Contractor one hundred percent (100%) of each approved invoice.

9. **COST OF LIVING INCREASES.** A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the lesser of five percent or the result of the CPI percentage increase calculation expressed below. The CPI percentage increase shall be calculated by using the Consumer Price Index for All Urban Consumers ("CPI-U") numbers provided by the Bureau of Labor Statistics. The CPI percentage increase shall be calculated by subtracting from the most recent May CPI-U number the CPI-U number for the previous May, then dividing the remainder

by the previous May's number, and finally, multiplying the quotient by 100. Cost Schedule increases shall be prorated based upon the number of calendar months in the City's fiscal year that the contract has been in effect. (For example, a cost schedule increase for renewal of a contract initiated in March (six months into the City's fiscal year), would be limited to the lesser of either one-half of the CPI percentage increase or 2.5 percent upon renewal in October.) In the event this contract includes a provision for fuel adjustment, and an upward fuel adjustment is made during the contract year, the CPI percentage increase shall be multiplied by the percentage of the Total Compensation allocated to non-fuel costs. For example, if it is determined that the cost of fuel is 20 percent of the Total Compensation, the CPI percentage increase shall be multiplied by 0.8.

10. **PAYMENT AND RELEASE** Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
11. **INDEMNIFICATION** Contractor shall indemnify and hold harmless, release, and forever discharge the City, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.
12. **INSURANCE AND PERMITS.** Contractor shall acquire and maintain, at its own expense, all permits, and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

13. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

14. **PROJECT MANAGEMENT AND PERSONNEL**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business

days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY

James Wheeler, P.E., Project Manager
 City of St. Augustine
 P.O. Box 210
 St. Augustine, Florida 32085-0210
 904-209-4276 (office)
 904-209-4286 (fax)
 E-mail: jwheeler@citystaug.com

CONTRACTOR

James J. Collier, Project Manager
 Engineered Spray Solutions LLC
 1306 Banana Road
 Lakeland, Florida 33810
 863-577-4821 (office)
 863-853-8593 (fax)
 E-mail: jcollier@ess-1.net

- (b) The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the City. The superintendent shall not be changed except with the City's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the City produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the City's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

15. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten (10) days after execution of this Agreement, Contractor shall schedule a pre-work conference with the City's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the City's approval not fewer than five (5) days prior to the pre-work conference. The City shall have ten (10) days to review the work plan. Not less than five (5) days prior to the pre-work conference, Contractor shall provide the City a list of each subcontract exceeding ten percent (10%) of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- (b) **Progress Reports.** Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.
- (c) **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (d) **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (e) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

16. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The

City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

17. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City. The presence or absence of a City inspector shall not relieve Contractor from any requirements of this Agreement.
- (b) **Change Orders**
- (i) The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

- (ii) For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

18. TERMINATION AND SUSPENSION

- (a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided

for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

- (c) **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

19. **PROTECTION OF WORK.** Contractor shall protect and prevent damage to all finished and unfinished portions of the Work including, but not limited to, the protection of the same from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility

of Contractor and shall not be cause for an increase in the Contract Consideration nor any extension of the Term.

20. **TRENCH SAFETY.** In the performance of this contract, Contractor may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. Section 553.62, F.S., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR s. 1926.650 Subpart P, as the standard. Contractor shall separately estimate the cost of compliance with those standards as required by Section 553.63, F.S. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements.
21. **NO ASSIGNMENT.** The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.
22. **COMPLIANCE WITH PUBLIC RECORDS ACT**

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone:	(904) 825-1007
Email:	recordsrequest@citystaug.com
Mailing Address:	City of St. Augustine Darlene Galambos, City Clerk Public Records Custodian P.O. Box 210 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall

meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A request to inspect or copy public records relating to the City's contract for services 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 must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
 7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.
23. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, F.S., nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28; F.S.

24. **ACCESS; WORK AREA; GATES**

- (a) **Access.** The City will provide sufficient access to accomplish Work performed on City property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the City, and shall, upon conclusion of the Work, return said roadways to City in their original condition. Land access to construction sites is restricted to the route designated by the City. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the City.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the City before making any adjustments.

25. **ASSIGNMENT AND SUBCONTRACTS**

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of

its subcontractors and persons directly or indirectly employed by them and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

26. **AUDIT; ACCESS TO RECORDS.** Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

27. BONDS

Pursuant to Chapter 255.05 F.S., prior to commencing the work, the Selected Contractor shall execute and record in the public records of St. Johns County a payment and performance bond with a surety insurer authorized to do business in the State of Florida. A certified copy of the recorded bond shall be provided to the City prior to commencement of the work.

- (a) Payment Bond. A payment bond equal to the Total Compensation is required for fixed price contracts and fixed price Work Orders greater than \$100,000; provided, however, that the bond may be reduced by the City, in its sole judgment and discretion, to that amount necessary to ensure payment of all subcontractors and materialmen. The City may require, in its sole judgment and discretion, a payment bond for fixed price contracts and Work Orders of \$100,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
- (b) Performance Bond. A performance bond equal to one hundred twenty-five percent (125%) of the Total Compensation is required for fixed price contracts and Work Orders greater than \$200,000. The City may require, in its sole judgment and discretion, a performance bond for fixed price contracts and Work Orders of \$200,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
- (c) Completed bonds shall be delivered to and accepted by the City prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be (1) either in the reproduced form provided in the Bid Documents or in a form approved by the City, and (2) written through a licensed agency that fulfills the requirements of Section 287.0935, F.S.
- (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s rating and analysis web site.
- (e) In lieu of the bond, a Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or other security acceptable to the City.

28. **CIVIL RIGHTS.** Pursuant to Chapter 760, F.S., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
29. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from City property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After twenty (20) days, the City may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the City, with excess revenues paid to Contractor.

30. **COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS**

- (a) The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City contractors, as may be directed by the City. Contractor shall afford other City contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other City contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractor's work after execution of the Work.**

31. **CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

32. **DAVIS BACON ACT.** This contract is federally funded and is subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by the Department of Labor Regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing minimum wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. In addition, construction-related subcontracts of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act.
33. **DISPUTE RESOLUTION.**
- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the Office of the City Manager. The matter shall then proceed as described in subsection (a), above.
34. **DIVERSITY REPORTING.** The City is committed to the opportunity for diversity in its procurement activities and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.
35. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**
- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other

matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the City in writing, which shall be promptly verified by the City. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.
36. **EMPLOYMENT ELIGIBILITY.** Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this Agreement's Effective Date, Contractor must provide the City with evidence that Contractor is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.
37. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

38. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
39. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
40. **INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**
- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The City's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Materials and Equipment Schedules.** The City shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten (10) days after the date of contract award and before any material or equipment is purchased, Contractor shall submit to the City's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the City at all times in order to ensure compliance herewith. Upon request,

Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the City. The City's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the City upon request.

- (d) **Re-examination of Work.** The City may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with specifications, the City will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.
- (e) **Testing.**
- (i) The City may require that materials be tested prior to incorporation in the Work. In some instances, it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the City with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two (2) copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the City to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.
- (ii) If the specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the City's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the City's Project Manager, Contractor's Project Manager shall supply the City's Project Manager with 72 hours prior notice of such inspection. Inspections by the City's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the City's Project Manager, it shall, if required by the City, be uncovered for examination at Contractor's expense.
- (f) **Rejection of Work and Materials.** Contractor shall promptly notify the City of any defective material and shall not incorporate such material into the Work. The City may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the City. If the City deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the City. If disputed, Contractor may submit a Change Order, subject to the dispute resolution procedure.
- (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the City to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the City may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or

delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the City to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

- (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the City's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the City to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The City will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
41. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in Section 403.031, F.S., is dumped or spilled in unauthorized areas, Contractor shall notify the City thereof within one (1) workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the City and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.
42. **LIENS.** Acknowledging that the City's property is not subject to liens, neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the City releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the City a bond satisfactory to the City, indemnifying the City against any such potential lien. If any lien or potential lien remains unsatisfied, the City may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the City all monies that the City paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the City shall not constitute a waiver of any claims of defenses that Contractor may have against the lienor.
43. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.

44. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to wages, health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) The City shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
 - (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
 - (c) Contractor shall: (i) give to the proper authorities all required notices relative to the Work; (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility; and (iii) furnish any bonds, security, or deposits required to permit performance of the Work; (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.
45. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto City property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.
46. **PROTECTION OF THE WORK, CITY EQUIPMENT, AND PROPERTY.** Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the City, whether or not the same has been covered by partial payments. Contractor is solely responsible for all City-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the City shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately-owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the City's satisfaction. Should Contractor fail to perform these obligations, the City may make good any such damage and deduct the cost thereof from Contractor's final payment.
47. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

48. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

49. **REMEDIES FOR NON-PERFORMANCE**

- (a) **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.



50. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.
51. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to City property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
52. **SUBSTANTIAL COMPLETION; PUNCH LIST.** Contractor shall notify the City in writing when it considers the Work to be substantially complete. "Substantially complete" is the point when the City can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete. Within thirty (30) days of receipt of such notice, the City shall review the Work and determine whether the Work is substantially complete. If the City agrees that the Work is substantially complete, the City shall, within said 30-day period, develop a list of items ("Punch List") required to render the Work complete, satisfactory, and acceptable in all respects. The Punch List shall be delivered to Contractor not later than five (5) days after it is developed. Contractor shall complete the Punch List items by the Completion Date; provided, however, that if the Completion Date is less than thirty (30) days after the date of delivery of the Punch List, the Completion Date shall be extended to thirty (30) days after delivery of the Punch List. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Contractor's responsibility to complete all construction services required by the Agreement. Upon completion of all Punch List items, Contractor may request payment of any remaining retainage. If the City disputes the completion of any items on the Punch List, it may withhold 150 percent of the estimated cost of completing any such items and shall return the remainder of the retainage to Contractor. Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.
53. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS**
- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the City will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The City will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the City. Contractor

shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the City's Project Manager as to the quantities estimated.

- (b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the City. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the City. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the City for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

54. **USE OF COMPLETED PORTIONS OF THE WORK.** The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

55. **WARRANTY**

- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

56. WORK ORDERS

- (a) The City reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The City may, at its sole discretion, request a “not to exceed” cost for any Work Order as a method of determining award. The City makes no guarantees of any amount of work to be awarded under the Agreement. The City reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within fourteen (14) days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the City’s Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as **Exhibit C**.
- (c) **Type of Work Order.** When services are needed, the City and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.
- (i) Generally, a time and materials Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the City. Identification of the Work involved is typically concept level drawings with minimal details. The Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task; the materials to be incorporated into the work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or sub-contractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The City must approve the hiring of sub-contractors in order to ensure they are qualified to perform the Work and have been competitively procured. The Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and “Other Direct Costs” as defined in sub-paragraph (d)(iv), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for City audit in accordance with the unit costs of this Agreement and the Work Order. The City reserves the right to determine the means and methods of performing the Work and supplying materials.
- (ii) A fixed-price Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.

- (iii) A time and materials with not-to-exceed amount Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials Work Order. All of the terms of a time and materials Work Order apply, subject to the not-to-exceed amount. In addition, the deliverables must be described with the specificity of a fixed price Work Order.
- (d) **Additional Provisions Applicable to Time and Materials and Time and Materials with Not-to-Exceed Work Orders.**
 - (i) **Additional equipment and services.**
 - a. The City may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.
 - b. After a Work Order is issued, the City may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the "not to exceed" amount of the Work Order, or if the additional cost exceeds \$100,000.
 - c. If due to an emergency, the City determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the City may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
 - (ii) **Equipment substitution.** No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the City. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the City may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The City will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.
 - (iii) **Other Direct Costs.**
 - a. Subject to prior written City approval, the City will reimburse Contractor for materials purchased by Contractor and incorporated into the Work,

non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax ("Other Direct Costs"), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:

- Cost is \$2,500.01 - \$15,000 – three documented quotes – oral, written, or on line; or a written explanation to City Purchasing Manager and approval from the City's Purchasing Manager for not receiving three quotes.
 - Cost is greater than \$15,000 – at least three written quotes, reviewed and approved by City procurement staff, or a written explanation to and approval from the City's Purchasing Manager for not receiving three quotes.
 - Documentation of solicitations where cost exceeds \$2,500 shall be submitted with the Contractor's cost estimate. If a cost exceeds \$15,000, documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.
- b. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the City.
- c. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.
- (iv) The City reserves the right to reject any proposed subcontractors.
- (e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
- (i) **Time and Material Work Orders:** (hourly billing for labor and/or equipment and materials):
- a. Name of employee and/or type of equipment
 - b. Employee position title/job classification (if applicable)
 - c. Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and City staff (attached hereto as revised by the City from time to time).
 - d. The approved charge rate for each classification of Contractor employee and/or equipment included in Cost Schedule, Attachment ____, and/or the Work Order authorizing the Work. In the absence of an individual rate in the Cost Schedule, the Contractor employee's general classification rate may be utilized.
 - e. If billed for use of equipment not in the Cost Schedule, documentation of prior authorization for equipment used, including cost and estimated quantities.
 - f. Documentation of any required competitive procurement for equipment, subcontractors, or materials.

- g. Contractor's notarized affidavit shall be provided with the first invoice for those Work Orders not requiring a Payment Bond, stating that payment of subcontractors and materialmen shall be made pursuant to Section 218.735, F.S.
 - h. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the City. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the City have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the City. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the City, but also as to amounts included in the final invoice.
 - i. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The City reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the City for any subcontractor's work that exceeds the approved Cost Schedule.
 - j. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.
 - k. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.
- ii. **Fixed Price Work Orders:**
- a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
 - b. Certification that the Work for which payment is requested has been completed in accordance with the Statement of Work for the Work Order, in a format approved by the City Project Manager.
 - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
 - d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.
- iii. **Time and Materials with Not-to-Exceed Work Orders:**
- a. Description and certification of completion of the work as described above for Fixed Price Work Orders.
 - b. Hourly billing information for Time and Materials Work Orders, as described above.
 - c. Proof of payment of subcontractors and materialmen as described above for Time and Materials Work Orders.

57. **WORK SCHEDULE.** As per General Conditions.

58. **CONTRACT INTERPRETATION.** In the event of a conflict between the terms of this Agreement and the General Conditions, the term of the General Conditions shall prevail.

59. **ENTIRE AGREEMENT.** The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.



ADDITIONAL PROVISIONS
(In Alphabetical Order)

DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words “contract” and “Agreement” are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR’S PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR’S SUPERINTENDENT: Contractor’s representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor’s Project Manager or the City.

CPM or CRITICAL PATH METHOD: The use of calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having calculated task duration. They are the important activities driving the project. Float belongs to the City.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

CITY'S SUPPLEMENTAL INSTRUCTION: Instructions issued by the City's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERFORMANCE AND PAYMENT BOND: The security furnished by Contractor and surety in either the form provided or in a form approved by the City as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

REQUEST FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

RESPONDENT: Any person who submits a Bid in response to a Request for Bids or a proposal in response to a Request for Proposals.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name: Darlene Galambos
Darlene Galambos, City Clerk

By: Meredith Breidenstein

Printed Name: Meredith Breidenstein

Title: Assistant City Manager

Date: 10/9/2020

(SEAL)



Signed, sealed and delivered
in the presence of:

ENGINEERED SPRAY SOLUTIONS LLC

Melissa Kimball
Witness

By: [Signature]

Printed Name: Melissa Kimball

Printed Name: James J. Collier

Title: Authorized Representative

Date: 10/5/2020

Jessica Morates
Witness

Printed Name: Jessica Morates

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
Isabelle C. Lopez, City Attorney

- Exhibit A: Scope of Work/Technical Specifications
- Exhibit B: Insurance Requirements
- Exhibit C: Work Order Authorization (sample)
- Exhibit D: Unit Price Schedule
- Attachment #1 - Requirements for: 2 CFR Part 200 Appendix II
- Attachment #2 - Requirement for HUD 24 CFR 85.36
- Attachment #3 - Additional Requirements
- Attachment #4 - David-Bacon Wage Decisions
- Attachment #5 - COSA As-Built Requirements
- Attachment #6 - Electronic Drawing File Standards

[Handwritten mark]

SECTION 01001
GENERAL WORK REQUIREMENTS

PART 1 - GENERAL

1.01 NOTICES

A. All notices or other papers required to be delivered by the Contractor to the City shall be delivered to the City of St. Augustine, Public Works Department, 75 King Street, St. Augustine, FL 32084.

1.02 WORK TO BE DONE

A. The Contractor shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all work required by these specifications and as shown on the RFP documents, at a rate of progress which will ensure completion of the Work within the Work Order Time contracted.

B. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, clean up, replacements, and restoration required as a result of damages caused during this construction.

C. The Contractor shall comply with all City, County, State, Federal, and other codes, which are applicable to the proposed Work.

D. All newly constructed Work shall be carefully protected from injury in any way. No wheeling, walking, or placing of heavy loads on it shall be allowed and all portions damaged shall be reconstructed by the Contractor at his own expense.

E. Scope of Work: See Section 01010 "Summary of Work" and the Unit Price Schedule for details.

1.03 DRAWINGS AND PROJECT MANUAL

A. The Work shall be performed in accordance with the Specifications prepared by the City. All work and materials shall conform to the City Public Works Standards and Specifications Design Manual and Details, latest edition or as indicated in the Work Order.

B. The Contractor shall verify all field dimensions, quantities and details included in each Work Order or other data received from the City, and shall notify same, in writing, of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction or improper operation resulting there from, nor from rectifying such conditions.



C. All schedules are given for the convenience of the City and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quantity of materials and equipment included in the Work to be done under this Contract.

D. Intent:

A. All Work called for in each Work Order applicable to this Contract, but not shown or referenced in the respective Work Order or contract shall be of like effect as if shown or mentioned in both. Work not specified either in the Work Order or in the Contract but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

B. Items of material, equipment, machinery, and the like may be specified in the Work Order and not in the Contract Specifications. Such items shall be provided by the Contractor in accordance standards referenced in the Contract.

C. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

E. The more detailed work requirement will take precedence of the Contract and Work Order documents.

1.04 PROTECTION AND RESTORATION

A. The Contractor shall be responsible for the preservation of all public and private property and shall use every means of protection necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or the Contractor shall make good the damage in other manner acceptable to the City.

B. Protection of Trees and Shrubs

- A. Protect with boxes or other barricades.
- B. Do not place excavated material so as to injure trees or shrubs.
- C. Install pipelines in short tunnels between and under root systems.
- D. Support trees to prevent root disturbance during nearby excavation.

C. Tree and Limb Removal

- A. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.
- B. The City may order the Contractor, for the convenience of the City, to remove trees along the line or trench excavation. The Contractor shall obtain any permits required for removal of trees. Ordered tree removal shall be paid for under the appropriate Contract

Items.

D. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by the Contractor with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.

E. Lawn Areas: All lawn areas disturbed by construction shall be replaced with like kind to a condition similar or equal to that existing before construction. Where sod is to be removed, it shall be carefully removed, and the same re-sodded, or the area where sod has been removed shall be restored with new sod in the manner described in the applicable section.

F. Where fencing, walls, shrubbery, grass strips or area must be removed or damaged incident to the construction operation, the Contractor shall, after completion of the work, replace or restore to the original condition.

G. The cost of all labor, materials, equipment, and work for restoration shall be deemed included in the appropriate Contract Item or items, or if no specific item is provided therefore, as part of the overhead cost of the Work, and no additional payment will be made, therefore.

1.05 PUBLIC NUISANCE

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

B. Noise control shall be in accordance with the City of St. Augustine Code of Ordinances Chapter 11 article IV.

C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.06 WORK HOURS

A. Weekday work hours will be from 7 AM to 7 PM and 10 AM and 6 PM on weekends. Unless specifically authorized in writing from the City.

1.07 MAINTENANCE OF SERVICE

A. The Contractor shall, prior to interrupting any utility service (water, sewer, etc.) for the purpose of performing work, contact the City and make arrangements for the interruption which will be satisfactory to the City.

B. Utilities that are damaged during construction shall be repaired by the Contractor and service restored within 4-hours of the damage. The City retains the option of repairing any damage to storm or Sanitary utility pipes in order to expedite service to the customers. The Contractor will remain responsible for all costs associated with the

repair.

1.08 TRANSFER OF SERVICE

A. When the City has accepted the rehabilitation of a manhole and placed it into operation, the transfer of service is complete. The Contractor may begin the work of removing the existing or temporary facilities.

1.09 LABOR

A. Supervision: The Contractor shall supervise and direct the Work efficiently and with his best skills and attention. The Contractor shall have a competent, English speaking superintendent or representative, who shall be on the site of the Project at all working hours, and who shall have full authority by the Contractor to direct the performance of the Work and make arrangements for all necessary materials, equipment, and labor without delay.

1.10 QUALIFICATION

A. Company:

1. Documented company QA/QC plan and procedures for all work included in contract PW2020-05.
2. Storm Sewer Cleaning.
 - a. A minimum total of 3 years cleaning and CCTV experience on municipal storm drains.
 - b. A total of five (5) projects cleaning municipal storm drains.
 - c. Experience with cleaning and CCTV of municipal storm drains 24 to 60" diameter.
 - d. Provide name, title, phone number, address of a minimum of 2 references documenting experience with cleaning and CCTV of storm drains 24 to 60" diameter.

B. CCTV inspection shall require a minimum of 1 certified personnel with PACP certifications.

1. One (1) person shall have PACP certification that will lead or supervise each field CCTV crew for inspection and a minimum of 2-years in the role of a lead person.
2. This person shall also have experience in the role as a QA/QC management supervisor

C. Each inspection supervisor shall be NASSCO PACP/MACP certified. Use of PACP/MACP certified technicians to review/document defects in the office (post process) is not acceptable.

1. The CCTV Contractor must have an internal quality assurance/quality control (QA/QC) program in place and all inspection data shall be subjected to the procedures prior to submittal to the City. The City will perform QA/QC audits on submitted data.
2. A QA/QC shall be performed by NASSCO MACP and PACP certified personnel.



D. Lining or Coating Applicators

1. Ten (10) recent references of Applicator applying approved coating/lining on a minimum of 12 vertical feet and applied a minimum of 5000 vertical feet with in the last 5 years.

E. Certifications and License.

1. NASSCO Pipeline Assessment and Certification Program (PACP), Manhole Assessment and Certification Program (MACP) certifications.
2. OSHA 30-hour training certificate for Site Superintendent.
3. OSHA 10-hour training certificate for all other personnel.
4. All personnel involved with site work to have separate Fall Protection and Confined Space Training.
5. State of Florida Certified Underground Utility and Excavation Contractors License or current Florida State General Contractor License. ▲
6. Manufacturer's applicator certificate.

1.11 MATERIALS AND EQUIPMENT

A. MANUFACTURER

A. All transactions with the manufacturers or Subcontractors shall be through the Contractor, unless the Contractor and the City request that the manufacturer or Subcontractor communicate directly with the City. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

B. All workmanship and materials shall be of the highest quality. The equipment shall be the product of manufacturers who are experienced and skilled in the field with an established record of research and development. No equipment will be considered unless the manufacturer has designed and manufactured equipment of comparable type and size and have demonstrated sufficient experience in such design and manufacture.

C. No material shall be delivered to the Site without prior submittal approval from the City.

D. All apparatus, mechanisms, equipment, machinery, and manufactured articles for incorporation into the Project shall be the new (most current production at time of bid) and unused standard products of recognized reputable manufacturers.

E. Manufactured and fabricated products:

1. Design, fabricate and assemble in accord with the best engineering and shop practices.
2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
3. Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.
4. Products shall be suitable for service conditions as specified and as stated by manufacturer.
5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.



Handwritten mark or signature

6. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.12 MANUFACTURER'S SERVICE

A. Where service by the manufacturer is specified to be furnished as part of the cost of the manhole rehabilitation products, the expense of the Work shall be incorporated into the respective unit price.

B. The services provided shall be by a qualified manufacturer's service representative to demonstrate the product to City personnel, check and verify the completed installation and approve the installed products. Such services cover the period of time and for the number of trips required to meet the technical specification requirements

C. The services shall further demonstrate to the City complete satisfaction that the equipment will satisfactorily perform the functions for which it has been installed.

1.13 INSPECTION AND TESTING

A. General

A. All materials and equipment furnished by the Contractor shall be subject to the inspection, review and acceptance of the City and meet the requirements of the technical specifications, codes and standards. If in the testing of any material or equipment it is ascertained by the City that the material or equipment does not comply with the Contract, the Contractor shall be notified thereof, and the Contractor will be directed to refrain from delivering said material or products, or to remove it promptly from the Site or from the Work and not accepted by the City shall be replaced with acceptable material or products, without cost to the City.

B. The Contractor shall give notice in writing to the City sufficiently in advance of his intention to commence the preparation of materials or products for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the preparation or application of materials. Upon receipt of such notice, the City may arrange to have a representative present at such times during the preparation, application, or testing of the materials or products; or the City will notify the Contractor that the inspection will be waived.

C. When inspection is waived or when the City so requires, the Contractor shall furnish to the City authoritative evidence in the form of Certificates of Proper use, surface preparation and installation from the Manufacturer. This certificate will state that materials used in the Work have been manufactured, installed and tested in conformity with their instructions, applicable standards and in accordance with the Contract Specifications. These certificates shall be notarized and accompany results of physical tests and chemical analysis, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. The Contractor must comply with these provisions before acceptance of the applied material or products by the City. Such inspections or acceptance by the City shall not release the Contractor from the responsibility for furnishing materials meeting the

requirements of the Contract Specifications.

B. Cost

A. Contractor shall employ and pay for the services of an independent testing laboratory to perform testing indicated in the Contract Specifications, or at the City's discretion to ensure conformity with the Contract Specifications.

B. The cost of field leakage and pressure tests and shop tests of materials and equipment specifically called for in the Contract Specifications shall be borne by the Contractor. Such costs shall be deemed to be included in the Contract unit price.

C. The Contractor shall notify the City a minimum of 48-hours in advance of scheduled field tests.

D. The Contractor shall pay for all work required to uncover, remove, replace, retest, etc., any work not tested due to the Contractor's failure to provide the 48-hours advance notice or due to failed tests.

C. Shop Testing

A. Each material or system for which pressure, duty, capacity, rating, performance, and function or special requirements are specified shall be tested in the shop of the manufacturer in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Specifications. No such material or products shall be shipped to the worksite until the City notifies the Contractor, in writing, that the results of such tests are acceptable.

B. The manufacturing company shall provide five (2) copies of the manufacturer's actual shop test data and interpreted results signed by a responsible official of the manufacturing company and notarized, showing conformity with the Contract Specifications as a prerequisite for the acceptance of any materials or products used in manhole rehabilitations. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data shall be in the Contract unit price.

D. Field Testing:

A. The City may at any time during the progress of the Work, request additional testing beyond that which is specified in the Contract Specifications. This testing will be at the City's expense. Contractor shall:

1. Arrange and have requested testing performed.
2. Secure and deliver to the laboratory adequate quantities of representative samples of materials proposed to be used and which require testing.
3. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes, which require control by the testing laboratory.

E. Demonstration Tests: Upon completion of the Work and prior to final payment, all products installed under this Contract shall be subjected to acceptance or demonstration tests as specified or required to provide compliance with the Contract Specifications. The Contractor shall furnish all labor, fuel, energy, water and all other equipment necessary for the demonstration tests at no additional cost to the City.

F. Final Inspection: Prior to preparation of the final payment application, a final inspection will be performed by the City to determine if the Work is properly and satisfactorily constructed in accordance with the requirements of the Contract Specifications.

G. Inspection by Other Agencies: The Florida Department of Transportation, the Florida Department of Environmental Protection, and other authorized governmental agencies shall have free access to the site for inspecting materials and work, and the Contractor shall afford them all necessary facilities and assistance for doing so. Any instructions to the Contractor resulting from these inspections shall be given through the City. These rights of inspections shall not be construed to create any contractual relationship between the Contractor and these agencies.

1.14 PROJECT SITE AND ACCESS

A. RIGHT-OF-WAY AND EASEMENTS

A. The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material shall be removed by the Contractor and the streets cleaned to the satisfaction of the City.

B. The Contractor shall not enter or occupy private land outside of easements, except by written permission of the property owner.

C. At the time of the Pre-Construction meetings, the Contractor shall become fully acquainted with the status of all easements.

B. ACCESS

A. Neither the material removed, nor the materials or equipment used in the construction of the Work shall be so placed as to prevent free access to all fire hydrants, valves, pumping stations or private utility facilities.

B. Access to businesses located adjacent to the project site must always be maintained. Contractor may prearrange the closing of business access with the business Owner. Such prearranged access closing shall not exceed two (2) hours. Property shall be restored, and all construction debris removed within 48-hours of acceptance of each manhole rehabilitation.

C. Contractor agrees that representatives of the City and any governmental agents will have access to the Work wherever it is in preparation or progress and that the Contractor shall provide facilities for such access and inspection.

1.15 UTILITIES

A. UTILITY CONSTRUCTION

A. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto, whether owned or controlled by governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage or water. Other public or private property, which may be affected by the Work, shall be deemed included hereunder.

B. All open excavations associated with manhole rehabilitations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during rehabilitations shall be removed when no longer required.

C. If any excavation becomes a hazard, or if it excessively restricts traffic at any point, the City may require special construction procedures. As a minimum, the Contractor shall conform to the following restoration procedures:

1. Interim Restoration: All excavations shall be backfilled and compacted as specified by the end of each working day or proper barricades shall be in place before the end of the workday. For excavations within existing paved areas; lime rock base or soil cement base (match existing) shall be spread and compacted to provide a relatively smooth surface free of loose aggregate material. At the end of each workweek, the asphaltic surface course shall be completed and opened to traffic. Contractor shall coordinate his construction activity including density tests and inspections to allow enough time to achieve this requirement. All driveway cuts shall be backfilled, compacted, and lime rock base spread and compacted immediately after installation. Contractor shall coordinate with the individual property owners prior to removing the driveway section.
2. All materials and products shall be neatly stored in a location, which will cause the least disturbance to the public. All debris shall be removed and properly disposed of by the end of each working day.
3. Final Restoration Overlay: After completing all installations, testing, and acceptance of the rehabilitation work by the City, final restoration shall be performed. Any additional restoration required after testing shall be repaired in a timely manner at no additional cost to the City.
4. Maintenance of all restored facilities shall be the Contractor's responsibility. This maintenance shall be performed on an on-going basis during construction. The Contractor's Progress Schedule shall reflect the above restoration requirements.
5. Additional Restoration for Work in Business, Commercial or Historic Districts: The Contractor shall restore all private property, damaged by construction, to its original condition. Access to businesses located adjacent to the project site must always be maintained. Contractor may prearrange the closing of business accesses with the business owner. Such prearranged access closing shall not exceed two (2) hours. Property drainage and grading shall be restored within 24-hours of backfilling trench.

B. EXISTING UTILITIES

A. The locations of all existing underground piping, structures and other facilities are not provided in Work Orders. The Contractor will need to be requested "one call" for locates as needed for rehabilitation work. It is the Contractor's responsibility to verify all existing underground piping, structures and other facilities.

B. The Contractor shall, at all times, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of existing utility installations and structures; and shall, at all times in the performance of the Work,

avoid unnecessary interference with, or interruption of, utility services; and shall cooperate fully with the owners thereof to that end.

C. When existing facilities are found to conflict with the Work, the City reserves the right to modify the scope of work in the respective Work Order to avoid interference with existing facilities and associated delays.

D. All utilities, which do not interfere with the work, shall be carefully protected against damage. Any existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at his expense as directed by the City. Any existing facilities, which require operation to facilitate repairs, shall be operated only by the owner of the respective utility.

E. It is the responsibility of the Contractor to ensure that all utility and/or poles, the stability of which may be endangered by the proximity to rehabilitation work, be temporarily stayed and/or shored in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation.

C. NOTICES

A. All governmental utility departments and other owners of public utilities, which may be affected by the Work, will be informed in writing by the Contractor one (1) week after the execution of the Work Order covering the Work. Such notice will be sent out in general and directed to the attention of the governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the Work.

B. The Contractor shall comply with Florida Statute 553.851 regarding protection of underground gas pipelines. Evidence of notification to the gas pipeline owner shall be furnished to the City within one (1) week after the execution of the Work Order.

C. It shall be the Contractor's responsibility to contact utility companies at least 72-hours in advance of any excavations required to perform manhole rehabilitations in any area so maintenance personnel can locate and protect facilities, if required by the utility company.

D. The Contractor shall give a minimum five (5) working day notice to utility personnel prior to interrupting a utility service (water, sewer, etc.).

E. Note that notification requirements associated with manhole rehabilitations are included in other Sections that are part of this contract.

1.16 RELATED CONSTRUCTION REQUIREMENTS

A. PUBLIC INFORMATION OFFICER

1. The Contractor shall provide community interaction and coordination through Work Order Manager (WOM). The WOM will provide resolution to complaints and problems from community members affected by the construction for the entire project duration. The City maintains a 24-hour phone number for citizens to call in cases of emergency. The City will field these calls, provide answers to questions, research issues with the project team or appropriate agencies and follow up each complaint in a timely manner. The WOM will maintain a daily diary of call and/or interactions with the community, as well as a complaint log chronicling all issues and proposed resolutions.

2. The WOM shall attend the project progress meetings and provide the project team with a report of public issues since the last progress meeting. The WOM will also disseminate roadway closures, temporary and permanent restoration and other relevant construction information to the community, as well as, when appropriate, to the media, emergency services personnel and other interested agencies.
3. The designated WOM shall have previous experience in providing similar services.

B. TRAFFIC MAINTENANCE

- A. Refer to Section 01570 – Maintenance of Traffic

C. BARRIER AND LIGHTS

- A. The Contractor shall exercise extreme care in the conduct of the Work to protect health and safety of the workmen and the public. The Contractor shall provide all protective measures and devices necessary, in conformance with applicable local, state and federal regulations. Protective measures shall include but are not limited to barricades, warning lights/flashers and safety ropes.
- B. All equipment and vehicles operating within 10-feet of the roadway shall have flashing strobe lights attached.

D. DUST AND EROSION CONTROL

- A. The Contractor shall prevent dust nuisance from his operations or from traffic.
- B. Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.
- C. Refer to the City of St. Augustine Standards and Specifications Design Manual and Standards Storm Water Pollution Prevention Plan Sheet N-1 for erosion control requirements associated with manhole rehabilitation work.

E. LINES AND GRADES

- A. Maintain existing lines and grades of the rehabilitated manholes. Where frames and covers are replaced refer to grade requirements in Section 02775, Wastewater Manhole Rehabilitation paragraph 3.19.

F. TEMPORARY CONSTRUCTION

- A. Temporary fences: If, during the course of the Work, it is necessary to remove or disturb any fencing, the Contractor shall at his own expense, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced.
- B. Responsibility for Temporary Structures: In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation.

G. DAILY REPORTS

- A. The Contractor shall submit to the City's Representative daily reports of construction activities excluding non-workdays. The reports shall be complete in detail and shall include the following information:
 1. Days from Work Order commencement date.
 2. Weather information

3. Work activities, including manpower, equipment and daily production quantities.
 4. Major deliveries
 5. Visitors to site
 6. Test records
 7. New problems, and
 8. Other pertinent information
- B. A similar report shall be submitted for/by each Subcontractor.
- C. The report(s) shall be submitted to the City Representative within 2 days of the respective report date. Each report shall be signed by the Contractor's Superintendent or Project Manager.
- D. If a report is incomplete, in error, or contains misinformation, a copy of the report shall be returned by the City Representative to the Contractor's Superintendent or Project Manager with corrections noted. When chronic errors or omissions occur, the Contractor shall correct the procedures by which the reports are produced.

H. CLEANING

A. During Construction

1. During construction of the Work, the Contractor shall, at all times, keep the Site free from material, debris and rubbish as practicable and shall remove the same from any portion of the Site if, in the opinion of the City, such material, debris, or rubbish constitutes a nuisance or is objectionable.
2. Provide on-site containers for the collection of waste materials, debris and rubbish and remove such from the Site periodically by disposal at a legal disposal area away from the Site.
3. The Contractor shall remove from the site all surplus materials and temporary structures when no longer necessary to the Work at the direction of the County.

B. Final Cleaning

1. At the conclusion of the Work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and the Contractor shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances. Employ skilled workmen for final cleaning. Thoroughly clean all installed equipment and materials to a bright, clean, polished and new appearing condition. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
2. The Work site surrounding the rehabilitated manhole shall be returned to the pre-construction condition documented by video and photographs. The condition is to be equal or better than what existed before the Work.
3. Prior to final completion, or City beneficial occupancy, Contractor shall conduct an inspection of interior and exterior surfaces, and all work areas to verify that the entire Work is clean. The City will determine if the final cleaning is acceptable or political subdivision having jurisdiction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010
SUMMARY OF WORK

PART 1 - WORK COVERED BY CONTRACT DOCUMENTS

1.01 General

- A. This Contract includes the inspection and rehabilitation of Sanitary Sewer manholes, Lift Station Wet Wells, Stormwater Structures, and cleaning and inspection of Stormwater culverts and drains and Sanitary sewer mains as described in Sections of the Annual Contract PW2020-05. ▲
- B. Upon the City's acceptance of proposed inspections and/or rehabilitations work a purchase order requisition will be made followed by issuance of a Work Order. ▲
- C. The scope of each work order will vary. Initially inspections will be made on individual collection basins. ▲
- D. Contract Documents
 - 1) Section 01001 General Work Requirements
 - 2) Section 01010 Summary of Work
 - 3) Section 01200 Project Meetings
 - 4) Section 01300 Submittals
 - 5) Section 01516 Collection System Bypass
 - 6) Section 01570 Maintenance of Traffic
 - 7) Section 02761 Cleaning Storm and Sanitary Sewer Systems ▲
 - 8) Section 02762 Televising Storm and Sanitary Sewer Systems ▲
 - 9) Section 02764 Televising Existing Manholes, Wet Wells, and Stormwater Structures ▲
 - 10) Section 02775 Wastewater Manhole, Lift Station Wet Well and Storm Water Structure Rehabilitation ▲
 - 11) City of St. Augustine (COSA) Standards and Specifications Design Manual and Details.
 - 12) Unit Price Schedule.
- E. Refer to section 02775 for qualifications for both manhole inspections and rehabilitations.
- F. Work that is covered with cleaning, inspections and rehabilitations in contract PW2020-05: ▲
 - 1) All submittals in accordance with section 01300.
 - 2) Attending and participating in work order pre-work meetings in accordance with section 01200.
 - 3) Submitting and periodically updating work schedules.
 - 4) Visual documentation of manholes both pre and post rehabilitation. ▲
 - 5) Maintenance of Traffic in accordance with section 01570.
 - 6) Collection system bypassing in accordance with section 01516.
 - 7) Distribute notices, door hangers, to all residents and businesses in the location of work.
 - 8) Site security and safety.



2

- 9) System type product application demonstrations for City personnel prior to application.
- 10) Externally eliminating infiltration.
- 11) Interior surface preparation.
- 12) Cleaning & Inspection of Sanitary Mains, Stormwater Culverts and Drains
- 13) Inspection and Rehabilitation of Sanitary Lift Station Wet Wells and Stormwater Structures.
- 14) Inspection of the Interior of Box Culverts
- 15) Repair or replacement of the manhole invert and bench including sealing of pipe penetrations.
- 16) Patching/lining/coating of manhole bench/invert, barrel, corbel/cone and chimney.
- 17) Sealing manhole frame/chimney.
- 18) Replace manhole frame and cover.
- 19) Adjusting frame/cover finished grading including roadway or sod repairs.
- 20) Providing and installing inflow dishes.
- 21) Providing and installing cover seals.
- 22) All restorations and cleanup.
- 23) Testing and documentation of each manhole rehabilitation.
- 24) Work will not include total reconstruction of the manhole or replacement.

1.02 SEQUENCE OF WORK

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract Time.
- B. The Contractor shall submit a schedule and work sequence to the Owner at least five (5) days prior to the Notice to Proceed. Work on all utility lines shall be accomplished so that all facilities will stay in operation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTIONNALLY

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor participation in pre-work conferences, and by exception progress meetings and specially called meetings.
- B. Progress meeting exception. Progress meetings will be held on a by-weekly frequency for work orders extending 4 calendar weeks or more. Specialty meetings will be held when work issues arise that are solved in the field or product demonstrations are provided.

1.02 MEETINGS CALLED BY THE CITY

- A. The City will schedule and administer a pre-work conference, and by exception progress meetings and specific topic meetings throughout the progress of the Work. The City will:
 - 1. Prepare and distribute a notification of the meeting to required attendees.
 - 2. Establish, prepare and distribute an agenda with the notification.
 - 3. Make physical arrangements for the meetings.
 - 4. Preside at meetings.
 - 5. Prepare and distribute minutes of meetings including significant proceedings and decisions, within 15 working days after each meeting. Minutes will be forwarded to all participants and to parties affected by decisions made at the meeting.
- B. Representatives of the Contractor, Subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The pre-work meeting location will be held at the 4th floor of City Hall in the Public Works Conference Room and any progress or specialty meetings will be held at the City Field Operations Facilities. All contractor employees may obtain parking passes for the meeting at City Hall. The parking at the operations facilities is informal.

1.03 PRE-CONSTRUCTION CONFERENCE

- A. Attendance:
 - 1. City
 - 2. Contractor and superintendent
 - 3. Subcontractors as appropriate to the agenda
 - 4. Representatives of suppliers and manufacturers as appropriate to the agenda
 - 5. Other agency representatives (FDOT, SJC, etc.)
 - 6. Others as requested by the City or Contractor

B. Draft Agenda:

1. Will be distributed for review and input prior to the meeting.

1.04 PROGRESS MEETINGS

- A. See pre-work meeting paragraph 1.03. The Contractor's representative is to attend meetings and have the authority to act on behalf of the entity represented on field related matters. Contractor's representative is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics and provide specific information on the agenda.

B. Revision to Minutes:

1. A draft of the meeting notes will be distributed to the attendees. A time frame will be provided for any suggested changes. Meeting notes will be issued at the end of this time period or when all changes or content is finalized.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

Work completed without approved Shop Drawings and/or samples shall be considered installed at the Contractor's risk.

1.01 SHOP DRAWINGS AND DATA

- A. Contractor's drawings, certifications, samples, proposed equipment, plans, data sheets and forms shall be clearly marked with specification title and numbers to identify pertinent materials. Delete information which is not applicable to the Work by striking or cross-hatching.
- B. If Shop Drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in the letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, the Contractor shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such Drawings have been reviewed.
- C. All submittals are to be in conformance with applicable standards or codes.
- D. Submittals may be provided electronically via portable hard drives, ftp web sites or similar.

1.02 REVIEW OF SHOP DRAWINGS AND SAMPLES

- A. The City /Professional's review of submittals and samples as submitted by the Contractor will be to determine if the items(s) generally conform(s) to the information in the Contract Documents.
- B. The review of submittals will be general, and shall not be construed:
 - 1. As permitting any departure from the Contract Documents
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials
 - 3. As approving departures from details furnished by the City/Professional, except as otherwise provided herein
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract Documents which the City/Professional finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or Contract Time, the City/Professional may return the reviewed drawings without noting an exception.

- D. "Approved As Noted": Contractor shall incorporate City/Professional's comments into the submittal before release to manufacturer. The Contractor shall send a letter to the City/Professional acknowledging the comments and their incorporation into the Shop Drawing.
- E. "Amend and Resubmit": Contractor shall resubmit the Shop Drawing to the City/Professional. The resubmittal shall incorporate the City/Professional's comments highlighted on the Shop Drawing.
- F. "Rejected": Contractor shall correct, revise and resubmit Shop Drawing for review by City/Professional.
- G. "Record Copy" will be accepted for record purposes only.
- H. Resubmittals will be handled in the same manner as first submittals. For resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by City/Professional on previous submissions. The Contractor shall make any corrections required by the City/Professional.
- I. When the Shop Drawings have been completed to the satisfaction of the City/Professional, the Contractor shall carry out the Construction in accordance therewith and shall make no further changes therein except upon written instructions from the City/Professional.

1.03 **PRODUCT DATA**

- A. Submit not less than 1 electronic or 2 -copies, unless approved by the City/Professional. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to the Work.

1.04 **SAMPLES**

- A. Submit the number of samples specified in the respective Specification section, but no less than two (2). After review one (1) will be retained by the City. Reviewed samples that may be used in the Work are indicated in the Specification Section.
- B. Samples shall be of sufficient size to clearly illustrate:
 - 1. Each sample shall have a label indicating:
 - a. Name of Project
 - b. Name of Contractor and Subcontractor
 - c. Material or equipment represented
 - d. Place of origin
 - e. Location in Project
 - f. Specification title and number
 - g. Submittal number

1.05 DRAWINGS, PRODUCT DATA AND CERTIFICATES

- A. Each letter of transmittal shall identify each and every item transmitted by title, drawing number, revision number and date.
- B. The following is applicable to submitted videos, plans, drawings, and certificates:
 - 1. Each submittal shall identify applicable Standards.
- C. When resubmission is required, the City/Professional will return only one (1) marked up copies. A third submission from the same manufacturer will not be accepted.

1.06 SUBSTITUTIONS

- A. The substitution requirements of this Section are in addition to the requirements of the General Conditions.
- B. When a particular product is specified or called for, it is intended and shall be understood that the proposal tendered by the Bidder includes those products in his Bid. Substitutions will only be considered in cases where original materials are unavailable or in an instance where substitute can be proven superior in its planned application
- C. The intent of these specifications is to provide the City with a quality facility without discouraging competitive bidding. For products specified only by reference standards, performance and descriptive methods, without naming manufacturer's products, the Contractor may provide the products of any manufacturer complying with the Contract Documents, subject to the review of product data by the City/Professional as specified herein.
 - 1. Substitutions will be required to be suitable for the application and provide performance equal to or better than the listed or approved product. ▲
 - 2. Substituted products will also be required to come with an equivalent or better warranty than the listed or approved. ▲
- D. The City/Professional's approval is required for substitutions.
- E. The Contract is based on the materials, equipment and methods described in the Contract Documents.
- F. Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this Work by the City/Professional in writing. The Contractor must provide a submittal per this Section specifically requesting approval of the substitution. Failure to specifically identify the requested substitution may invalidate approval of a submittal.

1.07 AVAILABILITY OF SPECIFIED ITEMS

- A. Verify prior to bidding that all specified items will be available in time for installation during Construction for orderly and timely progress of the Work.



Handwritten signature or initials in blue ink.

- B. In the event that specified items will not be available, notify the City/Professional prior to receipt of proposals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 SUBMITTAL PROCEDURES

- A. On resubmittals, direct specific attention in writing or on the revised Drawings or sample to revisions other than the corrections required by City on previous submissions.
- B. In the event that a resubmittal becomes necessary if it is time critical a tabletop review will be arranged to expedite the review.
- C. All drawings, schematics, manufacturer's product data, certifications and other drawing submittals required for a system specification shall be submitted at one time as a package to facilitate interface checking.
- D. All Shop Drawings shall be accompanied with a transmittal letter providing the following information:
 - 1. Project Title and Contract Number
 - 2. Date
 - 3. Contractor's name and address
 - 4. The number of each Shop Drawing, project data, and sample required
 - 5. Notification of Deviations from Contract Documents
 - 6. Submittal Log Number conforming to specification section numbers
 - a. Submit each specification section separately.
 - b. Identify each Shop Drawing item required under respective specification section.
 - c. Identify resubmittal using specification section followed by A (first resubmittal), B (second resubmittal) ...etc.

3.02 CITY'S / PROFESSIONAL'S REVIEW

- A. Corrections or comments made on Submittals during review do not relieve the Contractor from compliance with the requirements of the Specifications and standards. This check is only for review of general conformance. Any substitutions or changes shall be properly noted.
- B. Review Time:
 - 1. On a normal basis, each submittal will be returned to the Contractor within 2 working days of the date it is received. CCTV videos will be an exception.
 - 2. If, for any reason, the above schedule cannot be met, the Contractor will be so informed within a reasonable period.

END OF SECTION

01300 - 4 of 4

SECTION 01516
COLLECTION SYSTEM BYPASS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. SEWER BYPASSING AND DEWATERING

1. Contractor shall provide all isolation and bypass operations: The Contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system for users while inspections or rehabilitation operations are being performed on the manhole. The main segment(s) being bypassed and/or from which flow is being diverted by:
 - a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
 - b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
 - c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
 - d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm water mains and waterways while flow bypass or diversion pumping takes place.
 - e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
2. Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is completed, flow shall be returned to the sewer and all temporary equipment removed.
3. When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic shall comprehensively, methodically and continuously:
 - a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.

- b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
 - c. Check the integrity of hoses and couplings along the entire bypass/diversion system.
 - d. Monitor lubrication levels and top off as necessary.
 - e. Facilitate minor repairs as required.
 - f. Report to City on problems arising.
4. The Contractor shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The Contractor shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
5. In the event of accidental overflow or spillage, refer to section 02775 for information regarding an event.
6. Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.
7. The level of noise emitted from pumps must be within regulations/ordinance parameters.

1.02 SUBMITTALS

- A. Prior to implementation of any bypass, the Contractor will submit and receive City acceptance of a bypass plan. The Contractor will submit to the County a comprehensive written plan for approval and acceptance that describes the intended bypass for the maintenance of flows during construction. The Contractor will also provide a sketch showing the location of bypass pumping equipment for each pump station or line segment(s) around which flows are being bypassed. The plan will include proposed tanker(s), pump(s), bypass piping, backup plan and equipment, work schedule, monitoring log for bypass pumping, monitoring plan of the bypass pumping operation, and maintenance of traffic plan.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The Contractor will provide and maintain adequate equipment, piping, tankers, and other necessary appurtenances in order to maintain continuous and reliable wastewater service in all wastewater lines as required for construction. The Contractor will have tankers,

backup pump(s), piping, and appurtenances ready to deploy immediately.

- B. All piping will be designed to withstand at least twice the maximum system pressure or a minimum of 50-psi, whichever is greater.
- C. When bypassing a pump station, one (1) back-up pump equal to the primary unit will be provided by the Contractor. Bypass pumps shall have a maximum rating of 55 decibels for sound attenuation.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall have all materials, equipment and labor necessary to complete the repair, replacement, or rehabilitation on the job site prior to isolating the gravity main segment, manhole, or pump station. The Contractor will demonstrate that the temporary bypass pumping system is in good working order and is sufficiently sized to successfully handle flows by performing a test run for a period of 24-hours prior to beginning the Work.

3.02 TRAFFIC CONSIDERATIONS

- A. The Contractor shall locate bypass pumping suction and discharge lines so as to not cause undue interference with the use of streets, private driveways, and alleys, to include the possible temporary trenching of piping at critical intersections. Additional traffic maintenance requirements are found in Section 01570 "Maintenance of Traffic".

3.03 BYPASS OPERATION

- A. The Contractor shall submit a bypass plan to the City and the bypass plan must be approved before the bypass is operational to perform the Work. Contractor shall maintain the wastewater system flow and no surcharging will be allowed to occur out of the system.
- B. Where Work requires the main or pump station to be taken out service after normal working hours and bypass pumping is being used; the Contractor shall be responsible for monitoring the bypass operation 24-hours per day, 7-days per week. Any electronic monitoring in lieu of on-site monitoring must be detailed in the comprehensive written bypass plan.
- C. The Contractor shall ensure that no damage will be caused to private property as a result of bypass pumping operations. The Contractor will complete the Work as quickly as possible and pass all tests and inspections before discontinuing bypassing operations and returning flow to the wastewater manhole, main, or pump station.
- D. During bypassing, no wastewater will be leaked, dumped, or spilled in or onto, any area outside of the existing wastewater system.

- E. The Contractor shall immediately notify the City should a sanitary sewer overflow (SSO) occur. The Contractor shall take the necessary action to wash down, clean up and disinfect the spillage area to the satisfaction of the City or other governmental agency.
- F. The Contractor shall cease bypass operations and return flows to the existing sewer when directed by the City. When bypass operations are complete, all bypass piping shall be drained into the wastewater system prior to disassembly.

3.04 **CONTRACTOR LIABILITY**

- A. The Contractor shall be responsible for all required pumping, equipment, piping, and appurtenances to accomplish the bypass and for any and all damage that results directly or indirectly from the bypass pumping equipment, piping and/or appurtenances. The Contractor shall also be liable for all City personnel labor and equipment costs, penalties and fines resulting from sanitary sewer overflows. It is the intent of these specifications to require the Contractor to establish adequate bypass pumping as required regardless of the flow condition.
- B. Refer to Section 02775, Wastewater Manhole Rehabilitation paragraph 1.12 for responsibility for Overflows and Spills.

END OF SECTION

SECTION 01570
MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.01 DESCRIPTION

This section includes identifying safety hazards and then furnishing all necessary labor, materials, tools, and equipment including, but not limited, to signs, barricades, traffic drums, cones, flashers, construction fencing, flag persons, variable message boards, uniformed police officers, warning devices, temporary pavement markings, temporary sidewalk, delineators, etc., to maintain vehicular and pedestrian traffic through and adjacent to the project area. These measures and actions shall be taken to safely maintain the accessibility of public and construction traffic by preventing potential construction hazards. All materials, work and incidental costs related to Maintenance of Traffic will be paid for at the contract lump sum price.

1.02 REQUIREMENTS

- A. The Traffic Control Plan shall conform to the following standards:
1. Standard Specifications for Road and Bridge Construction, latest edition including all subsequent supplements issued by the Florida Department of Transportation, (FDOT).
 2. Manual on Uniform Traffic Control Devices for Streets and Highways by U.S. Department of Transportation, Federal Highway Administration.
 3. All references to the respective agencies in the above referenced standards shall be construed to also include the municipality as applicable for this Work.
- B. Sequence the Work in a manner that will minimize disruption of vehicular and pedestrian access through and around the construction area.
- C. Traffic planning and control for the maintenance and protection of pedestrian and vehicular traffic affected by the Contractor's Work includes, but is not limited to:
1. Construction and maintenance of any necessary detour equipment and facilities.
 2. Providing necessary facilities for access to residences and businesses.
 3. Furnishing, installing, and maintenance of traffic control and safety devices (e.g. signage, barricades, barriers, message boards, etc.), and flag persons as appropriate during Construction.
 4. Control of water runoff, dust and any other special requirements for safe and expeditious movement of traffic.




- D. Planning, maintenance and control of traffic shall be provided at the Contractor's expense. The Contractor will bear all expense of maintaining the vehicle and pedestrian traffic throughout the work area.
- E. The Contractor will ensure all personnel involved in traffic control are and capable of communicating with the public. The Contractor may be required to hire off-duty uniformed police officers, in addition to flag persons, to direct and maintain traffic. Locations and conditions requiring such uniformed police officers shall be as directed by the City. The Contractor shall be required to utilize uniformed police officers for work within St. Johns County and FDOT maintained ROW, road closures affecting school traffic and during all night work involving a road closure or crossing on nonresidential roads. The City will arrange for police assistance on City Streets when needed. ▲
- F. The Contractor will remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

1.03 SUBMITTALS


- A. Submit at Contractor's own expense a Traffic Control Plan for approval by the controlling roadway agency (FDOT, St. John's County Public Works or other local government) having jurisdiction over the road for approval.
 - 1. The Traffic Control Plan will detail procedures and protective measures proposed by the Contractor to provide for protection and control of traffic affected by the Work consistent with the following applicable standards:
 - a. Standard Specifications for Road and Bridge Construction, latest edition including all subsequent supplements issued by the Florida Department of Transportation, (FDOT Spec.).
 - b. Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, FDOT.
 - c. Right-of-Way Utilization Regulations, St. John's County, Florida, latest edition.
- B. All references to the respective agencies in the above referenced standards shall be construed to also include the municipality as applicable for this Work.
- C. The Traffic Control Plan will be developed by a person that is qualified, has experience with and has a current advanced MOT certification in accordance with Florida Statutes and Federal Regulations. The plan shall include proposed locations and time durations of the following, as applicable: ▲
 - 1. Pedestrian and public vehicular traffic routing.
 - 2. Lane and sidewalk closures, other traffic blockage and lane restrictions and reductions anticipated to be caused by construction operations. Show and describe the proposed location, dates, hours and duration of closure, vehicular and pedestrian traffic routing and management, traffic control devices for implementing pedestrian and vehicular movement around the closures, and details of barricades.
 - 3. Location, type and method of shoring to provide lateral support to the side of an excavation or embankment parallel to an open travel-way.



4. Allowable on-street parking within the immediate vicinity of worksite.
 5. Access to buildings immediately adjacent to worksite.
 6. Driveways blocked by construction operations.
 7. Temporary traffic control devices, temporary pavement striping and marking of streets and sidewalks affected by construction
 8. Temporary commercial and industrial loading and unloading zones.
 9. Construction vehicle reroutes, travel times, staging locations, and number and size of vehicles involved.
- D. Obtain and submit prior to erection, or otherwise impacting traffic, all required permits from all authorities having jurisdiction, excluding City of St. Augustine Public Works, if applicable.
- E. A right-of-way use permit will be required for work on City Streets. The City will assist with the application of and will issue this permit at no cost to the Contractor. 

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. The Contractor shall furnish, erect, and maintain all necessary traffic control devices, including flag person, in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Transportation, Federal Highway Administration.
1. FLAG PERSONS
- a. All flag persons used on this Project will adhere to the following requirements:
 - b. Any person acting as a flag person on this Project will have attended a training session taught by a Contractor's or subcontractors qualified trainer before the start date of this Contract. 
 - c. The Contractor's qualified trainer will have completed a "Flag person Train the Trainer Session" in the 5-years previous or before the start date of this Contract and will be on file as a qualified flag person trainer.
 - d. The flag person trainer's name and Qualification Number will be furnished by the Contractor at the Pre-Construction meeting. The Contractor will provide all flag persons with the Flag Person Handbook and will observe the rules and regulations contained therein. This handbook will be in the possession of all flag person while flagging on the Project.
 - e. Flag persons will not be assigned other duties while working as authorized flag persons.
 - f. Any person replacing flag person for break shall have the same training.

PART 3 - EXECUTION

3.01 NOTIFICATIONS

- A. The Contractor will notify individual owners, owner's agents, and tenants of buildings affected by the construction, with copies to the city, 72-hours in advance of any construction activities.
- B. The Contractor shall notify residents and pedestrians via variable message boards no later than 10 days prior to the closure of any road, lane or pedestrian thoroughfare.
- C. The Contractor shall notify Emergency Management Services agencies, St. Johns County EOC no less than 7 days prior to such closures or whenever roads are impassable.
- D. Implement closing of vehicle or pedestrian thoroughfare in accordance with the construction drawings and the approved Traffic Control Plan.
- E. The Contractor will immediately notify the City of any vehicular or pedestrian safety or efficiency problems incurred as a result of the construction of the Project.

3.02 GENERAL TRAFFIC CONTROL

- A. The Contractor will sequence and plan construction operations and will generally conduct Work in such a manner as not to unduly or unnecessarily restrict or impede normal traffic.
- B. Unless otherwise provided, all roads within the limits of the Work will be kept open to all traffic by the Contractor. The Contractor will keep the portion of the project being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated.
- C. The Contractor will be responsible for installation and maintenance of all traffic control devices and requirements for the duration of the construction period. Necessary precautions for traffic control will include, but not be limited to, warning signs, signals, lighting devices, markings, barricades, canalizations, and hand signaling devices.
- D. The Contractor will provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages and farms.
- E. The Contractor will always provide emergency access to all residences and businesses. Residential and business access will always be restored and maintained outside of the Contractor's normal working hours.
- F. Traffic is to be maintained on one section of existing pavement, proposed pavement, or a combination thereof. Alternating one-way traffic may be utilized and limited to a maximum length of 500-feet during construction hours. Lane width for alternating one-way traffic will be kept to a minimum width of 10-feet, or as directed by the City.
- G. Travel lanes and pedestrian access will be kept reasonably smooth, dry, and in a suitable condition at all times.



- H. The Contractor will make provisions at all "open cut" street crossings to allow for free passage of vehicles and pedestrians, either by bridging or other temporary crossing structures. Such structures will be of adequate strength and proper construction and will be maintained by the Contractor in such a manner as not to constitute an undue traffic hazard.
- I. The Contractor will keep all signs in proper position, clean, and legible at all times. Care will be taken so that weeds, shrubbery, construction materials, equipment, and soil are not allowed to obscure any sign, light, or barricade. Signs that do not apply to construction conditions should be removed or adjusted so that the legend is not visible to approaching traffic.
- J. The City may determine the need for, and extent of, additional striping removal and restriping.
- K. Excavated material, spoil banks, construction materials, equipment and supplies will not be in such a manner as to obstruct traffic, as practicable. The Contractor will immediately remove from the site all demolition material, exercising such precaution as may be directed by the City. All material excavated shall be disposed of so as to minimize traffic and pedestrian inconvenience and to prevent damage to adjacent property.
- L. During any suspension, the Contractor will make passable and open to traffic such portions of the Project and/or temporarily roadways as directed by the City for accommodation of traffic during the anticipated period of suspension. Passable conditions will be maintained until issuance of an order for the resumption of construction operations. When Work is resumed, the Contractor will replace or renew any Work or materials lost or damaged because of such temporary use in every respect as though its prosecution had been continuous and without interferences.

END OF SECTION



SECTION 02761
CLEANING STORM AND SANITARY SEWER SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Work covered in this section consists of cleaning stormwater culverts, drains, and sanitary sewer mains prior to the internal television inspection(s) for new or existing storm and wastewater systems.
- B. Cleaning: The intent of cleaning is to remove debris that may be causing a reduction in flow capacity, potential culvert or drain backups, or that limits the ability to evaluate the structural condition of the pipe segment. On all cleaning the Contractor shall perform work to an acceptable level as necessary to perform a thorough television inspection of the culvert or drain. An acceptable level is defined as the removal of all debris throughout the pipe segment cleaned. If the pipe condition is such that cleaning may cause a potential collapse, then the pipe shall be televised without attempting to clean it pending approval by the City.
- C. Water for Cleaning: The City shall provide access to water via fire hydrants for cleaning and other work items requiring water. The Contractor will be responsible for obtaining a transient water meter and paying for water used during course of cleaning. Additional compensation will be scheduled for extending water for cleaning greater than 500 feet from the main section to be cleaned.
- D. Recovering of Equipment: The Contractor will be responsible for recovering any equipment that becomes lodged or lost in the pipeline. The Contractor will be responsible for all costs associated with required evacuation, restoration of roads and easements, and repairs to pipes and manholes as needed to restore the pipeline and appurtenances back to their original conditions.
- E. Maintenance of Traffic (MOT)
Refer to General Requirements Section 01570, Maintenance of Traffic requirements.
- F. Existing Utilities: The Contractor must take the necessary precautions for the protection of any utility encountered on the project or the restoration of any utility damaged during the work.
 - 1. If an excavation is required, the Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures which are affected and not shown on these plans. Owners of underground utilities, which are members of the state's one call service, can be notified by calling. Non-member underground utility Owners must be called directly.



82

2. All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction.
3. All existing storm sewers, driveway drains, surface drainpipes and other property, removed or damaged during work to clean and inspect the sewers shall be repaired and reconnected by the Contractor as directed by the City at no additional cost to the City.

G. Request for Supplementary Information

1. It shall be the responsibility of the Contractor to make timely requests of the City for supplemental information, which should be furnished by the City under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
2. B. Each request shall be in writing and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

H. Use of Premises

1. The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the property Owner and/or Owner or Prime Contractor as appropriate to do so. A copy of such written permission shall be furnished to the City prior to accessing the site.
2. It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense.
3. If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition.
4. The Contractor shall, at no additional expense, restore such property to the original condition in the sole and unfettered opinion of the property Owner. The Contractor must take photographs and/or videos of existing properties prior to disturbance of each property and make a copy available to the City.
5. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the City.
6. The Contractor shall ensure all employees have a badge or visible identification during any time that they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

I. Protection of Trees



1. The Contractor shall avoid any unnecessary damage to trees. Branches which overhang the project limits, and which interfere with the operation of equipment shall be tied back to avoid damage, if possible. Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be protected with approved pruning spray immediately. The Contractor at no additional expense shall remove any trees damaged beyond saving and make restitution to the Owner (public or private).

J. Fencing

1. Any fences, including hedge and shrubs, that need to be removed to facilitate the work shall be replaced, in kind or with repairs satisfactory to the Owner, at the Contractor's expense. Replacement of fences, hedges, and shrubs shall be considered incidental to the contract and not measured for payment.

K. Restoration

1. All roadway berms and drainage ditches disturbed by the work shall be restored, reshaped, and graded to drain.
2. Pavement restoration, if necessary, shall conform to the City, County, or State standards and specifications depending upon who has jurisdiction for the street. Trench backfill and compaction shall be in conformance with the local street restoration jurisdiction.
3. The remediation of sunken trenches caused by activities conducted in this contract shall be the Contractor's responsibility. Sunken areas shall be backfilled and compacted to meet adjoining grades; the surface shall be re-seeded or resurfaced with asphalt or concrete matching the existing surfacing.
4. The Contractor shall restore unpaved areas by seeding and mulching. No direct payment will be made for seeding and mulching.
5. Driveways shall be restored in accordance with Owner's regulations, or the Owner's Specifications depending upon who has jurisdiction for the driveway.
6. All disturbed areas shall be restored as nearly as possible to their original condition.
7. All restoration shall be completed in strict accordance with the appropriate items of the standards, specifications or matching the pre-work conditions as directed by the Owner.
8. The cost of all restoration of streets, drives, walks; sod, etc. shall be incidental to the contract and not measured for payment.
9. Restoration shall be kept current with the project work. Failure to keep restoration of these items completed reasonably close shall result in a stop work notice and delay of payment until such restoration is completed to the satisfaction of the Owner.

L. Cleanup

1. The Contractor shall keep the work area in an uncluttered condition by the frequent removal of debris. The Contractor shall remove all debris and unused material and leave the area in a condition similar to the condition of the area before any work was performed.

M. Property Damage



Handwritten mark or signature.

1. The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer section that is being cleaned or televised.
2. The Contractor will be required to notify the City immediately if he causes any damage to private or public property caused by activities related to this contract. The Contractor shall make repairs and/or clean the property immediately in a timeframe that is acceptable to the Owner.

N. Access to Municipal Water Supplies

1. Will be defined by the City with each work order proposal request.

1.02 CLEANING EQUIPMENT

A. Hydraulically Propelled Equipment:

1. The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery for grease removal. Special precautions to prevent flooding of the sewers and public or private property shall always be taken. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease of obstruction.

B. High-Velocity Jet (Hydro-Cleaning) Equipment:

1. All height velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action of 15 to 45 degree in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long-distance solid stream. The equipment shall carry its own 1200-gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the City, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated underground.

C. Mechanically Powered Equipment:



1. Bucket machines shall be in pairs with each machine powered by a minimum of a 16-horsepower engine to ensure sufficient pulling power. Machines shall have an overload device. Machines with direct drive that could cause damage to the pipe will not be used. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750-feet of rod. The rod shall be specially heat-treated steel, designed for the purpose intended. The machine shall have a positive rod drive and product a 2,000-pound rod pull. To ensure safe operation, the machine shall be fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. All electrical drops required by the Contractor shall be arranged by the Contractor.

D. Vacuum machines:

1. May be used for removal of materials from manholes when other cleaning equipment is used to dislodge and transport material to the access point.

E. Combination Cleaner:

1. For cleaning small and large diameter sewer, the Contractor may use a combination hydraulic high-volume water and solids separation system. Water volume of up to 250-gpm at or above 2,000-psi will move solids to the downstream manhole in high flow conditions. The separation system will dewater solids to 95 % (passing a paint filter test) and transfer them to a dump truck, if needed, for transport to a water reclamation facility, approved landfill, or other location specified by the County or designee. Wash water will be filtered to a point where it can be used in the pump for continuous cleaning. No bypassing of sewer flows will be necessary. The unit shall be capable of 24-hour operation and the unit shall not leave the manhole until a section is fully cleaned.

1.03 CAPTURE AND REMOVAL OF DEBRIS:

- A. The Contractor shall furnish equipment, either specialized or stand in the industry, for the purpose of preventing debris from being washed past the manhole, inlet, or outfall downstream of the line segment being cleaned, and for removing the debris from the structure before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The cost of all system downtime and repairs to restore operational status resulting from construction debris damage that in the City's opinion was reasonably preventable will be borne by the Contractor.

1.04 QUALIFICATIONS



- A. Refer to General Requirements Section 01001 article 1.10.A.2 for minimum qualifications.

1.05 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be submitted to the City for review and acceptance prior to cleaning.
 - 1. Schedule of work:
 - a. Work Schedule. This schedule shall outline the sequence in which the Contractor proposes to conduct his operations and shall be submitted to the City two weeks in advance of performing work and provide the City a reasonable opportunity to observed and inspect work. The Contractor shall use a time-scaled format listing each segment of sewer to be cleaned. The level of detail of activities shall provide clear, concise communication of the plan of work. At a minimum, activities showing initial mobilization, start-up, and cleaning.
 - b. Original and updated schedules must be provided to the City in writing. The software used for producing the schedules must have the capability to tailor the form and format of schedules, and accompanying reports, may be use of Microsoft excel, project with similar formats.
 - c. The City may require additional updates to the schedule as changes occur. These additional updates will be submitted to the City within 24 hours of the request. Changes to the schedule are subject to approval of the City.
 - d. Schedule is to be updated weekly
 - 2. Proposed cleaning equipment.
 - 3. SDS for chemical cleaning products to be used.
 - 4. Cleaning log in a format acceptable to the City for purposes of recording pertinent information relative to the storm water main and sanitary sewer main and structures being cleaned.
- B. Post Cleaning submittal.
 - 1. Cleaning log including any pertinent information observed during cleaning.

A daily log shall be maintained to record the location of the manholes and sewer lines, lengths of the lines cleaned, method of cleaning, line sizes, identify type of cleaning (light, medium, or heavy), and type of debris moved. Observations are to be recorded on a cleaning report form.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall furnish and maintain, in good condition, all cleaning and equipment necessary for proper execution of the work.



- B. Maintaining Flow: It will be the responsibility of the Contractor, throughout the tenure of this contract, to provide and maintain sufficient flow at all times to pass any flash of storm flow of drainage ditches and prevent any backwater flooding due to obstruction caused by cleaning equipment.
- C. Work notices are to be provided to property owners 48 hours prior to beginning work. A copy of the notices will also be provided to the City at the time they are provided to property owners.

3.02 SITE VISIT:

- B. The Contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes or inlets.
- B. The Contractor shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the City representative so that City personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the Contractor excavate buried manholes without prior authorization from the City.

3.03 QUALITY ASSURANCE:

- A. Refer to Section 01001 article 1.10.A for Company quality assurance documentation requirement.



3.04 ISOLATION AND BYPASS OPERATIONS

- A. Refer to Section 02762 article 3.04 for provisions regarding isolation and bypass.

3.05 CLEANING PRECAUTIONS

- A. All necessary precautions shall be taken to protect the culvert or drain from damage during all cleaning and preparation operations. Precautions shall also be taken to ensure that no damage is caused to public or private property adjacent to or served by the drain or its branches. The Contractor shall pay for and restore, at no additional costs to the City, any damage caused to public or private property because of such cleaning and preparation operations.
- B. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant. All requirements shall be met when accessing a fire hydrant including but not limited to meters, backflow preventers, and properly trained personnel. It shall be the Contractor's responsibility to meet all state and local requirements.



5

3.06 HYDRAULIC CLEANING METHODOLOGY:

- A. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the storm water main or sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the storm water main or sewer line.

3.07 MECHANICAL CLEANING METHODOLOGY:

- A. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.
- B. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliance dragged through storm water main or sewer line with power winches of suitable size and horsepower.
- C. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to ensure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.

3.08 SPECIAL CLEANING REQUIREMENTS FOR CAST IRON PIPE:

- A. After cleaning pipe of normal deposits such as sand and grease by methods above, the pipe shall be cleaned of tuberculation, including rust build-up and mineral deposits. For pipe diameters greater than 24-inch, the Contractor may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; For pipe diameters less than or equal to 24-inch, all tuberculations shall be removed using either a high pressure water blaster capable of delivering a minimum 40 gallons per minute at a pressure of 10,000 psi, mechanically or hydraulically driven chain flail, grinding chain cutters or other suitable means of removal of tuberculation. However, no equipment shall be used which may damage the pipe, manholes, street, or downstream pump stations without arranging emergency provisions to repair or replace the main being cleaned.

3.09 CLEANING

- A. If cleaning of an entire culvert, drain or main section cannot be successfully performed from one access point, the equipment shall be set up on the other a connecting access point and cleaning attempted again. If results of the cleaning are favorable, the Contractor will proceed with the TV inspection. All sludge, dirt, sand, rocks, and other solid or semisolid materials resulting from the cleaning operation shall be removed from the downstream manhole of the section being cleaned. The Contractor shall not be responsible for removing mortar or other material that is securely attached to the pipe walls or joints.



- B. Materials shall be disposed of from the site at least once at the end of each workday. The Contractor will be responsible for the disposal of materials removed from the culvert or drain system. Refer to paragraph 3.05.D.5.1 of Section 02775 for disposal of debris removed from stormwater culverts and drains.
- C. The designated inlet or manhole structure sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment approved by the City. Cleaning shall consist of normal hydraulic jet cleaning to facilitate the internal CCTV inspection.
- D. Types of cleaning of sanitary and storm sewers:
 1. Light cleaning of sewers consists of a maximum of 1 pass of the jet nozzle. Light cleaning of laterals will consist of flushing water into a cleanout. Resulting in removal of $\frac{1}{4}$ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots, barnacles/oysters and/or tuberculation would be considered a separate item.
 2. Medium cleaning of sewers consists of 2 to 4 passes of the jet nozzle. Medium cleaning of laterals will consist of 1 to 4 passes with a jet nozzle. Resulting in removal of greater than $\frac{1}{4}$ and up to and including $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate item.
 3. Heavy cleaning consists of 5 or more passes of the jet nozzle such as removing heavy grease, debris, and roots. Resulting in the removal of greater than $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate item.
- E. Selection of the equipment used shall be based on the conditions of lines at the time the Work commences. The equipment and methods selected shall be satisfactory to the City. The equipment shall be capable of removing dirt, grease, rocks, sand, debris, other materials, and obstructions from the sewer lines, laterals, and manholes.
- F. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. The intent of preparatory cleaning is to provide sufficient cleaning to ensure camera passage and the internal conditions of the pipeline can be fully assessed.
- G. If the City establishes that a section of the pipeline cannot be adequately cleaned due to broken, collapsed, or void areas, then the inspection will be attempted up to the obstruction.

3.10 ROOT REMOVAL

- A. Roots shall be removed in the designated sections and manholes where root intrusion is a problem and where authorized by the City. Special attention should be used during the cleaning operation to remove roots from the joints. Any roots that could prevent the proper application of chemical sealants or could prevent the proper seating and application of cured-in-place liners shall be removed. Procedures may include the use of



mechanical equipment such as, rodding machines, bucket machines, winches using root cutters, porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment shall be used before or following the root removal operation, depending on the manufacturer's recommendation. The Contractor shall capture and remove all roots from the line.

3.11 MATERIAL REMOVAL AND DISPOSAL

- A. All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream structure of the section being cleaned. Contractor shall provide appropriate screening to stop passing of materials into downstream culverts, drains and structures. All solid or semisolid materials dislodged during cleaning operations shall be removed from the culvert or drain by Contractor at the downstream access point of the culvert or drain section being cleaned. The passing of dislodged materials downstream of the segment being cleaned shall not be permitted. In such an event, as observed or detected by the City or any third party, Contractor shall be responsible for cleaning the affected downstream access points in their entirety, at no additional cost to the City.
- B. The Contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to the City's Wastewater Treatment Plant for processing. City shall approve all waste material disposal schedules. The selected Contractor(s) shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the Contractors equipment.
- C. The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of waste form each work site in accordance with OSHA regulations and those that may be mandated by federal, state, or local governments. The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3 Florida Administration Code, as may be amended from time to time.
- D. The Contractor shall keep his haul route and work area(s) neat, clean, and reasonably free of odor, and shall bear all responsibility for the cleanup of any spill.

3.12 ACCEPTANCE OF CLEANING OPERATION

- A. Acceptance of sanitary sewer and storm water pipe and structure cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the City. If television inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer line at no additional cost until the cleaning is shown to be satisfactory.
- B. In addition, on all sanitary sewers which have sags or dips, to an extent that the television camera lens becomes submerged during the television inspection, the Contractor shall use a high pressure cleaner to draw the water out of the pipe, or other means, to allow the full



circumferential view of the pipe and identification of pipe defects, cracks, holes, and location of service connections.

PART 4 - METHOD OF MEASUREMENT AND PAYMENT CLARIFICATIONS: 

4.01 Unit Pricing:

- A. Unit price line items C.44-51 cover the cost for light level of cleaning of storm drains. Line items C.52 and 53 unit costs will be added to these unit costs when medium or heavy levels of cleaning are required to the respective light cleaning item.
- B. Unit price line items C.63 – C.65 cover the cost of both light level of cleaning and CCTV of sanitary sewer gravity mains. Reference Section 02762, Televising Storm and Sanitary Sewer Systems for CCTV inspections.
- C. Unit price line item C.72 covers the cost for light level of cleaning of sanitary sewer gravity mains including proper water disposal. Line items C.73 and .74 unit costs will be added to the unit price of line item C.72 when medium or heavy levels of cleaning are required in a main segment
- D. Unit price line items C.85 and .87 costs for mobilization and per diem costs will be associated with work performed on line items C.44 – .51, C.52 – .60, C.63 - .65 and C.72.
- E. Unit price line item E.91 will be applied when root removal is required.

END OF SECTION



SECTION 02762
TELEVISIONING STORM AND SANITARY SEWER SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

The Work covered within this Section is for the internal closed-circuit television (CCTV) inspection of stormwater culverts, drains and sanitary mains. The Contractor shall perform televising work as necessary to thoroughly document the condition of all the culverts and drains the study area. The stormwater culverts and drains shall be carefully inspected to determine alignment, grade variations, separated joints, location and extent of any deterioration, breaks, obstacles, obstructions, and debris.

The quality of all Work specified in this Section shall meet or exceed the requirements of the National Association of Sewer Service Companies (NASSCO) Recommended Specifications for Sewer Collection System Rehabilitation (latest edition), except as described in this Section. Applicable portions of this Section that inadvertently fall below those standards shall be corrected and maintained at the NASSCO standards as a minimum requirement, at no additional cost to the City.

Refer to General Work Requirements Sections 01001, Summary of Work 01010, Section 01516 Collection System Bypassing, and Section 01570, Maintenance of Traffic, and Section 02761, Cleaning Storm and Sanitary Sewer Systems for requirements related to CCTV inspections.

1.02 REQUIREMENTS

- A. The Contractor shall inspect the sewer interior using a color closed circuit television camera (CCTV) and document the inspection on a digital recorder. All inspection video shall be captured in either MPEG or Windows Media Video (.WMV) file format and saved portable hard drives for submittal. Each inspected culvert or drain, referenced structure to structure, inlet to inlet, and inlet or manhole to outfall shall be referenced to the property address and corresponding culvert or drain should have an associated MPEG or WMV file. Digital photographs (.JPG files), inspection reports (.PDF files) and any handwritten inspection logs or field maps shall accompany the video inspections for each sewer reach (manhole-to-manhole) or lateral inspected.
- B. Contractor shall provide inspection video, data and reports in accordance with the requirements specified herein. Contractor shall provide all video on portable hard drive as specified. All Work will conform to current NASSCO Pipeline Assessment Certification Program (PACP) coding conventions and all software used by the Contractor will be PACP compliant. An electronic database will be provided by the Contractor in a PACP exported format approved by the City.



- C. The Contractor shall provide comments as necessary to fully describe the existing condition of the sewer on the inspection forms.
- D. Contractor shall be responsible for modifications to equipment and/or inspection procedures to achieve report material of acceptable quality.
- E. No Work shall commence prior to approval of the submitted material by the City. Once accepted, the report material shall serve as a standard for the remaining Work.
- F. Site to be restored to pre-inspection conditions.
- G. Contractor shall ensure that employee's vehicles display company logo on side doors and company phone numbers. No personal vehicles are to park at the job site.

1.03 QUALIFICATIONS AND QUALITY

- A. Refer to Section 01001 paragraph 1.10.B for required certifications and licenses.

1.04 SUBMITTALS

Submittals shall be provided to the City for review and acceptance prior to construction as listed and described in the individual General Requirements and Technical Specification sections. Work performed for which a submittal or shop drawing is required that has not been reviewed by the City or responsible agencies shall be considered installed at the Contractor's risk.

- A. Submittals associated with this section submitted under another Section.
 - 1. Refer to Section 01516 for Generic by-pass pumping plan submittal.
 - 2. Refer to Section 02761 for SDS submittal.
 - 3. Work schedule refer to Section 02761, Cleaning Storm Sewer Systems, and article 1.05.A & B for requirements.
 - 4. Maintenance of Traffic is covered in General Requirements Section 01570.
 - 5. Previous Work Products: The Contractor shall submit one (1) example of previous closed-circuit televising (CCTV) inspections stormwater culverts and drains work for approval. The approved sample will establish the quality of deliverable to be expected on the project. The submitted example shall be the work of the field supervisor or foreman to be used on this Project.
 - 6. CCTV video sample, Section 01101.
- B. Submittals under this section.
 - 1. PACP certificate copies of all operators.
 - 2. Footage calibration report for each camera used.
 - 3. Work schedule refer to Section 02761, Cleaning Storm Sewer Systems, and article 1.05.A & B for requirements.
 - 4. Maintenance of Traffic is covered in General Requirements Section 01570.
- C. The following deliverables shall be submitted on a portable hard drive at the completion of



inspection:

1. Storm water main work inspection videos saved in MPEG format or Windows Media video format
 2. Electronic version (.pdf) of the pipe inspection reports
 3. PACP export pipe inspection database (.mdb)
 4. Inspection digital photographs in JPEG format
 5. Map of sub area depicting area inspected, inspection status, asset identification numbers and mark ups
 6. QA/QC report.
- D. The above deliverables shall be submitted monthly, or shorter frequency depending on the duration of the work order, to the City for approval. Application for payment shall be made after review and approval by the City.
- E. The sewer inspection video, report documents, and sewer inspection database shall be in accordance with NASSCO PACP and ITCP.

1.05 NOTIFICATION

- A. Contractor shall notify the City a minimum of 4-work days prior to performing any inspection work. No payment will be made for inspections performed without proper notification.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. Closed Circuit Television Camera: The television camera used for the inspection shall be one specifically designed and constructed for storm sewer inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100 % humidity/submerged conditions. The CCTV camera equipment will provide a view of the pipe ahead of the equipment and of features to the side of the equipment through turning and rotation of the lens. The camera shall be capable of tilting at right angles along the axis of the pipe while panning the camera lens through a full circle about the circumference of the pipe. The lights on the camera shall also be capable of panning 90° (degrees) to the axis of the pipe.

The radial view camera must be solid-state color and have remote control of the rotational lens. The camera shall be capable of viewing the complete circumference of the pipe or culvert. Cameras incorporating mirrors for viewing sides or using exposed rotating heads are not acceptable. The camera lens shall be an auto-iris type with remote controlled manual override.

If the equipment proves to be unsatisfactory, it shall be replaced with adequate equipment. The camera unit shall have sufficient quantities of line and video cable to inspect 2 complete, consecutive sewer reaches with access approximately 750-feet apart.



The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the City. The television camera, electronic systems and monitor shall provide an image that meets the following specifications, or approved equal:

1. The gray scale shall show equal changes in brightness ranging from black to white with a minimum of five stages.
2. With the monitor control correctly adjusted, the 6-colors; Yellow, Cyan, Green, Magenta, Red, and Blue, plus black and white shall be clearly resolved with the primary colors in order of decreasing luminance. The gray scale shall appear in contrasting shades of gray with no color tint.
3. The picture shall show no convergence or divergence over the whole of the picture. The monitor shall be at least 13-inches diagonally across the picture tube.
4. The live picture on the CCTV monitor shall be capable of registering a minimum of 470 lines horizontal resolution and be a clear, stable image with no interference.
5. Lighting intensity shall be remote controlled and shall be adjusted to minimize reflective glare. Lighting and camera quality shall provide a clear in-focus picture of the entire inside periphery of the sewers and laterals for all conditions except submergence. Under ideal conditions (no fog in the sewer) the camera lighting shall allow a clear picture up to 5 pipe diameter lengths away for the entire periphery of the sewer. The lighting shall provide uniform light free from shadows or hot spots.
6. The camera light head shall include a high-intensity side viewing lighting system to allow illumination of internal sections of lateral sewer connections.
7. Camera focal distance shall be remotely adjustable through a range of 6-inches to infinity.
8. Picture quality and definition shall be to the satisfaction of the City.
9. The monitor and software shall also be able to capture and save screen images of typical sewer details and all defects. Screen images shall be embedded into the pipe inspection report document submitted with the inspection video.
10. The video camera shall be capable of displaying on screen data as specified in paragraph 3.08 herein.
11. Depth gage: The camera shall have a depth gage or approved method to measure deflection in the pipe and joint separation approved by the City. The camera shall have zoom capabilities to be able to view the entire depth of a 20-foot deep manhole from the bottom during inspection.
12. The camera lens shall be kept clear of condensation and debris during the CCTV inspection.
13. Camera equipment must have independent lab approval for use in Class 1, Group 0 Hazardous locations per NFPA.

B. Video Capture System

The video and audio recordings of the sewer inspections shall be made using digital video equipment. A video enhancer may be used in conjunction with, but not in lieu of, the required equipment. The digital recording equipment shall capture sewer inspection on hard drive, with each sewer reach inspection recorded as an individual movie file (.MPEG,



.MPG, or .WMV) or approved equal. The video files will be named in accordance with the City file naming convention contained in paragraph 3.11 herein.

1. The video file names will be referenced in the inspection database and in an inspection report generated in PDF format. The pipeline collection and real time video capture and data acquisition systems shall be provided.
2. The system shall use the most current PACP compliant application software and shall be fully object oriented or approved equal. It shall be capable of printing pipeline inspection reports with captured images of defects or other related significant visual information on a standard color printer.
3. The imaging capture system shall store digitized color picture images and be saved in digital format on a hard drive or approved equal. Also, this system shall have the capability to supply the City with inspection data reports for each line segment.
4. The Contractor shall have the ability to store the compressed video files in industry standard and approved City format and be transferable with the PACP compliant inspection database.
5. The Contractor's equipment shall have the ability to "Link". "Linking" is defined as storing the video time frame code with each observation or defect with the ability to navigate from/to any previously recorded observation or defect instantaneously.
6. The system shall be able to produce data reports to include, at a minimum, all observation points and pertinent data. All data reports shall match the defect severity codes in accordance with PACP naming conventions
7. The data-sorting program shall be capable of sorting all data stored using generic sort key and user defined sort fields.
8. Camera footage, date & manhole numbers shall be maintained in real time and shall be displayed on the video monitor as well as the video character generators illuminated footage display at the control console. All manhole references will be based on the Cities Facility ID number.
9. Digital video shall be defined as ISO-MPEG Level 1 (MPEG-1) coding having a resolution of 352 pixels (x) by 240 pixels (y) (minimum) and an encoded frame rate of 29.97 frames per second. The digital recording shall include both audio and video information that accurately reproduces the original picture and sound of the video inspection. The video portion of the digital recording shall be free of electrical interference and shall produce a clear and stable image. The audio portion shall be sufficiently free of background and electrical noise so as to produce an oral report that is clear and discernible.
10. Inspection software shall be PACP compliant versions of CUES Granite XP, WinCan, Flexidata, or approved equal.
11. The CCTV equipment/software shall be capable of producing digitized images of all sewer line defects, manhole defects, and sewer line service connections in .jpeg format. Contractor shall plan to take digital still images of each defect, construction features and service connection to clearly depict it. More images may be necessary depending upon the condition of the pipe.

2.02 REPORTING CAPABILITIES

- A. The CCTV system shall be capable of printing pipeline inspection reports with pipeline



schematics and captured images of defects and other related significant visual information. The system shall have the ability to display any combination of the following formats and features simultaneously.

The following information is mandatory for all inspections:

1. Inspection Information: Refers to the area of pipe to be inspected between 2 manholes or the address of the lateral to be inspected.
 - a. Project Name
 - b. Surveyed by (Operator/Surveyor's name)
 - c. Operator/Surveyor Certificate number
 - d. System Owner
 - e. Date
 - f. Drainage Area (tributary pump station number)
 - g. Time
 - h. Sheet number (report sheet number)
 - i. Street Name and Number
 - j. Locality (City of St. Augustine (COSA))
 - k. Additional Location Information (e.g. backyard, parking lot, etc)
 - l. Upstream Manhole or Structure Number (City standard Facility ID Number)
 - m. Upstream manhole or structure rim/grate to invert (depth)
 - n. Downstream Manhole or Structure Number (City standard Facility ID Number)
 - o. Downstream manhole or structure rim/grate to invert (depth)
 - p. Direction of inspection (Upstream or Downstream)
 - q. Type of Pipe
 - r. Pipe Height
 - s. Pipe Width
 - t. Pipe Shape
 - u. Pipe Material
 - v. Lining Material (for lined sewers)
 - w. Pipe Joint Length
 - x. Purpose of Inspection (Condition evaluation, new line, CIP R/R project, etc.)
 - y. Pre-Cleaning (jetter, heavy cleaning, no pre-cleaning)
 - z. Media Number (Video file name)
 - aa. Weather
 - bb. Additional information/Comments
2. Observation Data: Refers to the portion of pipe where an observation is discovered. Observations shall be noted by text descriptions and defect code number using PACP defects codes, still frame pictures and video clips captured and recorded. Each observation shall include the following:
 - a. Actual observation footage
 - b. Video reference
 - c. Location of defect; clock position
 - d. Code (Group/Descriptor/Modifier/Severity)
 - e. Whether it is a continuous defect
 - f. Whether the defect occurs at a joint
 - g. Severity level



- h. video counter location
 - i. Final footage
 - j. Video clip ID for each observation
 - k. Image reference (file name of photos)
 - l. Remarks (as appropriate or needed)
3. Formats: Standard and/or custom designed reports shall have the following formats available and shall be able to be produced in hard copy or viewed on the monitor.
- a. Site Observation: Displays detailed site observation reports in landscape or portrait views.
 - b. Directory Report: Displays a list of all the projects sorted by pump station number and manhole number.
 - c. Picture Reports: Displays site data and include full size single photos or half size double photos of discrepancies.
 - d. Pipe Run: Displays a graphical display of the site indicating footage, observations, and comments.
 - e. Project Data: Displays the project, client, and Contractor information.
 - f. Custom Sort: Creates user-defined reports of selected site, project, and observation data.

PART 3 - EXECUTION

3.01 GENERAL

- A. Work notices are to be provided to property owners 48 hours prior to beginning work. A copy of the notices will also be provided to the City at the time they are provided to property owners.
- B. Prior to inspection the Contractor shall obtain pipe and manhole or structure asset identification numbers from the City to be used during inspections. Inspections performed using identification numbers other than the City assigned numbers will be rejected.
- C. Inspection shall not commence until the sewer section to be televised has been completely cleaned in conformance with Specification Section 02761 "Cleaning Storm and Sanitary Sewer Systems."
- D. Inspection of newly installed sewers (not yet in service) shall not begin prior to completion of the following:
 - 1. Pipe air testing
 - 2. All manhole or structure work, including installation of inverts
- E. After the sewer cleaning operation is completed, the line sections shall be visually inspected internally by means of color closed-circuit television. The television inspection shall be performed one-line section at time.
- F. Refer to Section 01001 paragraph 1.10.B for qualifications.



- G. Contractor shall perform sewer-televising work within 24-hours of said sewer being cleaned. If said sewer is not televised within the required 24-hour time limit, the sewer shall be re-cleaned prior to televising at no additional expense to the City.
- H. The Contractor shall lower the camera into the start manhole and record the camera entry into the sewer, observing the manhole as the camera enters.
- I. Pipe or culvert dimension is to be physically measured at the beginning and end of inspections and documented in the CCTV video record.
- J. The depth of each manhole or structure shall be measured to the nearest 1/10th of a foot and documented on the inspection forms. Estimates of manhole depths will not be accepted.
- K. The CCTV camera shall be positioned as close to the spring line as possible while maintaining the required equipment stability.
- L. Wherever possible the inspections shall be performed in the upstream to downstream direction. All sewer segments shall be recorded in a logical order in the same direction they are cleaned and televised.
- M. In the event that access to some manholes is restricted, permission may be granted by the City to direct the camera through the sewer in an upstream direction, against the flow.
- N. When sewer conditions prevent forward movement of the camera, the camera shall be withdrawn, and Contractor shall televise the line from the opposite direction.
- O. The camera shall be directed through the sewer in a downstream direction, with the flow, at a uniform, slow rate. In no case will the video camera record while moving at a speed greater than 30-feet per minute. If, during the course of the Project, the inspection is rejected due to camera speeds exceeding 30-feet per minute, the inspection recordings shall be redone, at no additional cost to the City.
- P. If a new manhole or structure is discovered in the field that was not on current maps, a new manhole identification number will be assigned by City. The City shall assign the manhole the next number above the highest manhole number within the sub area. The data / video files shall then be re-named to include the new ID, and a new CCTV inspection shall be started from the new ID. Contractor shall consult with the City for assignment of new manhole or structure identification numbers. Contractor shall note in the inspection form comments that a new ID has been assigned as well as provide a marked-up map indicating the newly found manhole and assigned manhole ID.
- Q. Flow levels within existing sewers to be inspected shall not exceed 5% of the pipe diameter. If water levels prevent adequate televising of the sewer, then conducting the Work during low flow periods or other methods like plugging and bypass pumping shall be implemented.



- R. For inspection of new sewers (not yet in service), the Contractor shall introduce clean water into the upstream manhole and keep water flowing until flow is observed at the downstream manhole location.
- S. The survey unit shall be slowed, stopped, or backed up to perform detailed inspections of significant features. The camera shall be stopped at all defects, changes in material, water level, size, side connections, manholes, structures, junctions, or other unusual areas. When stopped at the defect or feature, the operator shall pan the camera to the area and along the circumference of the pipe. Recording shall document broken sections, root intrusion, miss-aligned joints and other defects for a minimum of 5 seconds.
- T. The camera unit shall be paused long enough at areas suspected of leaking to determine if a leak exists currently or if deposits have occurred.
- U. At the Contractor's discretion or direction of the City, the camera shall be stopped or backed up (when conditions allow) to view and analyze conditions that appear to be unusual or uncommon for a sound sewer. The lens and lighting shall be readjusted, if need be, in order to ensure a clear, distinct, and properly lighted feature.
- V. Video recordings shall include a continuous video display/readout of similar information, as described in paragraph 3.08 herein. A separate digital video file shall be made for each pipe reach inspected.
- W. Contractor shall coordinate with the City prior to commencement of Work to ensure inspection is accomplished in a manner acceptable to the City.
- X. If the video and/or audio recording is of poor quality, the City has the right to require a re-submittal of the affected sewer sections and no payment will be made until an acceptable video and audio recording is made, submitted to, and accepted by the County.
- Y. Measurement for location of defects and actual length of pipe shall be by means of a calibrated meter on the camera with a digital readout on the video monitor. This readout shall be included in the video recording. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement will be accurate to 1-foot per 100-feet of inspected pipe.
- Z. The distance shall be measured between the exit of the start manhole and the entrance of the finish manhole for a true measurement of the length of the pipe segment, as required by PACP. It shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot.
- AA. The Contractor inspection units shall be equipped with adequate back up equipment and spare parts so field repairs to equipment can be made and down time is minimized.
- BB. The Contractor shall be responsible for all traffic control measures required to perform the Work.



3.02 QUALITY ASSURANCE

- A. Refer to Section 01001 paragraph 1.10 for requirements to have documented QA/QC procedures.

3.03 PRE-CONSTRUCTION INSPECTION

A. Procedure

1. The pre-construction inspection shall be used to determine whether the line has been cleaned sufficiently; to confirm the location and nature of defects.
2. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30-feet per minute. Manual winches, power winches, TV cable, and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire culvert or drain section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite access point (reverse set-up).
3. When manually operated winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication shall be set up between the entry and exit points of the section being inspected to insure good communication between members of the crew.
4. The importance of accurate distance measurements is emphasized. The location of defects shall be within ± 1 feet.
5. During the internal inspection the television camera shall be temporarily stopped at each defect along the line. The Contractor shall record the nature and location of the defect. Where defects are also active infiltration sources, the rate of infiltration in gallons per minute shall be estimated by the Contractor and recorded. The camera shall also be stopped at active service connections where flow is discharging. Flows from service connections that are determined to be infiltration/inflow shall also be recorded.

B. Documentation of Television Inspection

1. Television Inspection Logs: Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of unusual conditions, roots, connecting sewers, broken pipe, presence of scale and corrosion, and other discernible features will be recorded, and a copy of such records will be supplied to the City. The Contractor shall record all visuals observations on a "Television Inspection Report" form.
2. Once recorded, the digital data shall be labeled and become the property of the City. The Contractor shall have all readings and necessary playback equipment readily accessible for review by the City during the Project.

3.04 SEWER BYPASSING AND DEWATERING



- A. Refer to General Requirement Section 01516, Collection System Bypass, article 1.01 Scope of Work for sewer bypass requirements.

3.05 LINEAR MEASUREMENT

The CCTV camera location footage counter shall be zeroed at the beginning of each inspection. The survey unit location entered on the footage counter at the start of the inspection shall allow for the distance from the accepted start of the length of the sewer to the initial point of observation of the camera (pre-set footage). In the case of resuming an inspection at an intermediate point within a sewer reach, the footage counter shall be set to start at the distance from the upstream manhole or structure to that point, as previously recorded by the counter. The Contractor shall ensure that the footage counter starts to register immediately when the survey unit starts to move.

Prior to commencing inspections, the Contractor shall demonstrate compliance with the linear measurement tolerance specified below:

- A. The equipment shall measure the location of the camera unit in 1-foot increments from the beginning (upstream end) of each continuous section. This footage location must be displayed on the CCTV monitor and recorded on the videotapes.
- B. The accuracy of the measured location shall be within + 0.5% of the actual length of the sewer-reach being surveyed, or 1-foot, whichever is greater.

3.06 MEASUREMENT OF SAGS

The CCTV camera shall be equipped with a measuring device capable of accurately measuring the depth of standing water up to 3-inches. The measuring device shall be mounted to the front of the unit and be capable of being read as the unit advances through the pipe.

3.07 CCTV MONITOR DISPLAY

The images displayed on the CCTV monitors will be a view of the pipe above the water surface as seen by the CCTV camera as the unit is conveyed through the sewer.

The camera lighting shall be fixed in intensity prior to commencing the survey and the white balance set to the color temperature emitted. In order to ensure color constancy, no variation in illumination shall take place during the survey.

The video equipment shall be checked using an approved test card with a color bar prior to commencing each day's survey. The camera shall be positioned centrally and parallel to the test card at a distance where the full test card just fills the monitor screen. The card shall be illuminated evenly and uniformly without any reflection.

3.08 DATA DISPLAYS



- A. The CCTV images shall include an initial data display that identifies the sewer reach being surveyed and a survey status display that provides continuously updated information on the location of the survey unit as the survey is being performed. These data displays shall be in alphanumeric form. The size and position of the data shall not interfere with the main subject of the monitor picture.
- B. The on-screen display should be white during inspections where the background behind the display is dark and, conversely, black where the background is light.
- C. At the beginning of each reach of sewer being inspected, the following information shall be electronically generated and displayed on the CCTV monitors as well as included in the audio track:
 - 1. Date of survey
 - 2. Inspection company name and inspector
 - 3. Street name or location
 - 4. Manhole/structure number to manhole/structure number (in order of inspection)
 - 5. Direction of survey (upstream or downstream)
 - 6. Time of start of survey
- D. During inspections, the following information shall be electronically generated, automatically updated, and displayed on the CCTV monitors:
 - 1. Survey unit location in the sewer line in feet and tenths of feet from adjusted zero
 - 2. Sewer diameter
 - 3. Upstream and downstream manholes reference numbers as per approved Drawings or City GIS.
 - 4. During Lateral inspections the video display shall contain the lateral location and the footage of the camera within the lateral.

3.09 MANHOLE OR STRUCTURE NUMBERING, INSPECTION FORMS AND DEFECT CODES

- A. The Contractor will be required to use the manhole or structure numbering as shown on sewer maps provided by the City when performing the inspections for this project. These numbers are based on the Facility ID the City maintains in their graphics database.
- B. Inspection forms, defect codes, inspection database and inspection protocols used for documentation of CCTV work shall be in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP).

3.10 BOX CULVERT INSPECTIONS

- A. CCTV Camera will be employed to scan the inside top of the culvert. The camera will be on a propelled skid at a uniform rate. Video images of defects will be captured and referenced in an electronic log so that the defects location is known. These images will be used to evaluate the condition of the inside top of the structure.

- B. A CCTV Camera mounted to a motorized skid and deployed inside of the culvert to document debris in the structure. Video images of debris will be recorded documenting flow restrictions that existing in the culvert.

3.11 SANITARY AND STORM SEWER DYE TESTING

- A. Dye test tracing of sewers involves introducing a small quantity of liquid dye concentrate into suspect inflow sources followed with sufficient volume of water clean water to locate the source's discharge point. During each tracing, sanitary and storm sewers and curb inlets will be monitored the discharge of dyed test water.
- B. Each dye water flood report will identify the section of sanitary sewers piping tested, the location(s) where the storm water system piping was isolated and flooded, photographs of each setup and CCTV inspection results identifying the locations where dye water entered the sanitary sewer collection system.

3.12 WASTEWATER FLOW MONITORING

- A. Wastewater flow monitoring equipment rental and installation of a Trimble Company Telog Ru-35 wireless multi-channel recording telemetry unit equipped with a FloWav model PSA-35-AV A/V pressure level sensor and doppler level sensor. With a redundant Flow Wave "StingRay" RS-232 or RS-485 ultrasonic level sensor.
- B. Wastewater flow monitoring and maintenance.
 - 1. The telemetry equipment data tracking will be stored on an 'Enterprise' server on a daily basis so that the recorded flow monitoring data (level velocity & discharge volumes) stored on the server is easily accessible. This data will be evaluated to predict the associated groundwater infiltration and storm water inflow levels will also be provided.

3.13 RAINFALL MONITORING

- A. Installation and rental of a Texas Electronics Tipping Bucket Rain Gauge and a Trimble Company Telog RG-32A Remote Telemetry Unit (RTU).
- B. Rainfall Monitoring and Maintenance
 - 1. Digital rainfall data will be recorded as 15-minute intervals over a 24-hour period from each installation locations. Collected data will be used to establish rainfall magnitudes and durations.

3.14 DELIVERABLES

The Contractor will be required to submit the following deliverables at the completion of the post construction video inspection. The pre-construction video inspection deliverables shall be as defined in 3.02 of this specification.

A. Inspection Reports to include:

1. Inspection session header information (see required fields above)
2. Defect log report including photo captures from CCTV video
3. Schematic drawing of pipe showing defects
4. Format:
 - a. Adobe Acrobat PDF files: 1 report PDF per pipe
 - b. Sewer inspection report file name:

<From MH/Structure ID>_<To MH/Structure ID>_<Date (year_mo_day format)>.PDF

Example: 30060002_30060001_2018_01_16.pdf

B. Inspection video files on portable hard drive, typed labels shall be attached to the face of each hard drive. The typed index labels shall include the following information:

1. Content (CCTV)
2. Contractor name
3. Purpose of Survey
4. Reaches included (from Manhole/Structure Number ## to Manhole/Structure Number ##)
5. Date of survey
6. Contract Number / Delivery Order Number (if applicable)

C. Sewer video files shall be MPEG or Windows Media File named according to the following standard:

<Upstream MH/Structure ID>_<Downstream MH/Structure ID>-<Inspection>_<Date (year month day)>.wmv

Example: 39540008-39540007_20090805.wmv

In instances where a reverse set up is necessary to perform or complete the inspection the file name shall incorporate a "R" at the end of the file name to indicate "reverse" direction. Using the file example above, if the inspection from the upstream end was halted due to an obstruction and the pipe was televised from the opposite end, the video file from the downstream to upstream direction would be assigned the following file name:

Example:39540008-39540007_20090805_R.wmv

D. Electronic Inspection Data stored and exported in a NASSCO Pipeline Assessment and Certification Program (PACP) compliant Microsoft Access database (.MDB) version 4.4 or newer delivered on portable hard drive.



- E. Inspection photograph digital files (jpeg) indexed to NASSCO PACP compliant database.
- F. Map of sub area depicting area inspected, inspection status, asset identification numbers and mark ups,
- G. Acceptable media for the video recordings portable hard drive.
- H. Inspection data noted above shall be provided to the City weekly throughout the inspection work.
- I. Contractor Quality Control report detailing data validation performed, pipe inspection records reviewed and results.
- J. All inspection data shall be submitted on a portable hard drive. Each hard drive shall be filled with as much data as practical to minimize the number of hard drives submitted. Sections of a single segment of sewer shall not be recorded to more than 1 hard drive. Video footage of recorded segments shall be grouped by area and shall be submitted in sequential order relating to the area mapping designation.
- K. Upon approval by the City of all, or portions of, the data delivered via the portable hard drives, the approved CCTV data shall be delivered to the City on a portable hard drive labeled with project information. The hard drive shall clearly indicate the date of the inspection, the designated segment(s) of sewer mains(s) contained on the disk, the name of the project, the project Contract and Work Order number, and Contractor name. The hard drive shall contain separate digital files for each manhole-to-manhole section.
- L. The database shall be comprehensive for the entire project, and additional data shall be added to the database each week.

3.15 ACCEPTANCE

- A. Inspection deliverables will be validated to check conformance with the specified requirements for file names, formats, quantity, and resolution, data table references, in addition to checks for null fields, asset numbers, duplicate records, connectivity, material, size, and depth. Any data not passing the data validation checks will be returned to the Contractor for resubmittal.
- B. Inspection submittals will be reviewed for quality control. A minimum of 5% of the submitted inspections will be randomly reviewed. A quality control check will be performed for each CCTV operator and each operator must exceed 90% accuracy.
- C. Throughout the duration of the project, should the City discover inaccuracies in data or quality issues with any of the videos, Contractor shall re-inspect those segments at no additional cost to the City. The City will provide comments regarding acceptance of the data within 21-days of receiving the data from the Contractor. Neither the CCTV inspections nor the WORK inspected is accepted by the City until such time that an acceptance letter is issued by the City.




PART 4 - METHOD OF MEASUREMENT AND PAYMENT CLARIFICATIONS: 

4.01 Unit Pricing:

- A. Unit price line items C54 – C60 includes all work required for close circuit televising and documentation requirements of storm drains/culverts described in this Section.
- B. Unit price line items C63 - C65 includes all work required for light cleaning and close circuit televising and documentation requirements of sanitary sewers. Refer to Section 02761 for requirements on light cleaning.
- C. Unit price line item C61 and 62 includes all work to inspect and document existing conditions for Box Culverts.
- D. Unit price line item C66 includes all work to trace suspected inflow sources. Each will be per defect location on private property to verify inflow source on the property owner's side of the service. Each test is intended to verify if a cross connection is present.
- E. Unit price line item C67 includes all work involved with flooding stormwater system piping, CCTV inspection of sanitary gravity sewers dye water infiltration with photographic records of each test setup. Each suspected cross connection that is identified during smoke testing by others will define the location where flooding will be performed.
- F. Unit price line item C68 includes all work associated with procurement and installation of wastewater flow monitoring and telemetry equipment.
- G. Unit price line item C69 includes maintaining of the equipment installed under line item C68 and documenting results with evaluations of recorded flow conditions and predicting stormwater inflow and infiltrations.
- H. Unit Price line items C70 includes all work associated with procurement and installation of rainfall monitoring and telemetry equipment for each installation location.
- I. Unit Price line item C71 includes maintaining equipment installed under line item C70 and documenting and analyzing recorded data.

END OF SECTION



SECTION 02764
TELEVISIONING EXISTING MANHOLES, WET WELLS, AND STORMWATER
STRUCTURES 

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall perform visual inspections of the existing manholes and structures and record any defect discovered. The visual inspection shall include surface photo, manhole cover and frame, chimney, walls, invert, and all appurtenances
- B. The nature of the inspections shall be to verify the physical condition of the manhole and to provide a permanent record of the existing condition as it relates to dimensions, materials, obstructions, breakage, connections, and deterioration. Inspections may be performed by personnel entry or from the surface utilizing pole mounted camera equipment to visually inspect the chimney, cone, wall, bench, pipe seals and invert conditions, and conditions of connecting pipes.
- C. Upon completion of inspections a recommendation shall be submitted listing any rehabilitations, if any, for the respective manhole.

1.02 REQUIREMENTS

- A. The Contractor shall inspect the manhole surroundings and the manhole interior using visual means and a digital camera for documentation.
- B. All inspections shall be recorded on standard manhole forms acceptable to the City.
- C. All inspection forms shall be scanned and submitted as .PDF files.
- D. All inspection data shall be entered into a NASSCO Manhole Assessment Certification Program (MACP) compliant database. The database shall be submitted along with the scanned .PDF files and all digital photographs in .JPG format.
- E. The inspection photographs, report documents, and inspection database shall be in accordance with NASSCO MACP.
- F. Contractor shall maintain a copy of all report materials. The Contractor shall provide comments as necessary to fully describe the existing condition of the manhole on the inspection forms.
- G. Contractor shall be responsible for modifications to equipment and/or inspection procedures to achieve report requirements.




1.03 QUALITY ASSURANCE

- A. Refer to Section 01001 paragraph 1.10.C for certifications and qualifications required for work performed under this Section.

1.04 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be provided to the City for review and acceptance. Prior to rehabilitation in accordance with the submittals shall be in accordance with specifications Section 01300.
- B. The following deliverables shall be submitted at the completion of inspection:
 - 1. Electronic version (.pdf) of the manhole inspection reports
 - 2. Populated NASSCO MACP Standard manhole inspection database (.mdb or Excel) saved on portable hard drives.
 - 3. Inspection digital photographs in JPEG format saved on portable hard drives.
 - 4. Recommended rehabilitations for each manhole inspected.
 - 5. QA/QC report
- C. The above deliverables shall be submitted to the City for approval.
- D. The manhole inspection reports, and database shall be in accordance with NASSCO MACP standards.

1.05 NOTIFICATION

- A. The Contractor shall notify the City a minimum of 48-hours prior to performing any inspection work. The City may be present during part or all of the inspections. No payment will be made for inspections performed without proper schedule notification.
- B. The Contractor shall distribute notices, door hangers, 72-hours in advance, to all residents and businesses in the area where inspections are schedule. The areas need to encompass at a minimum a two-block radius of the inspection location. If the location has restricted access, one road in and out all property owners along the access are to receive notices. The Contractor is to notify the City if they are not able, due to a lack of access, to the front door of the house or building in the area where notices are to be distributed. Such notices will not be required during the inspection phase of manhole rehabilitations unless there is restricted access to residences or businesses. 

PART 2 - PRODUCTS

2.01 DIGITAL CAMERA FOR REMOTE INSPECTIONS



02

- A. All manhole photographs required as part of this specification shall be obtained using a minimum 4-megapixel digital camera with strobe flash capable of producing digital images with minimum resolution of 2240 x 1680.

PART 3 - EXECUTION

3.01 GENERAL

- A. The inspection crew shall mobilize to the site of the manhole inspection and immediately establish traffic control measures per Florida Department of Transportation (FDOT) requirements as well as any measures required to protect pedestrians. The crew shall inspect each manhole and record required information.
- B. All manhole and structures shall be located. Metal detectors shall be used to locate buried manholes. Once a buried manhole has been located, it shall be marked with paint and/or flagging, if necessary. All pertinent information available shall be recorded including area photo, address, etc. Contractor shall notify the City weekly with a list of those manholes that could not be fully inspected due to access issues. The City may arrange to have some, or all these manholes exposed, or otherwise made accessible for full inspection. The City will notify Contractor of the status and may authorize re-inspection.

3.02 MANDATORY INSPECTION HEADER INFORMATION

- A. The following mandatory information shall be recorded on the inspection form (template is located in the forms section). Note that the mandatory fields noted below are more inclusive than the MACP requirements. All available information shall be collected and recorded for those manholes and structures that are buried, could not open, surcharged, etc.
1. Manhole or Structure Number (City standard Asset Number)
 2. Sheet number
 3. Work Order No.
 4. Date
 5. Time
 6. Surveyor's Name
 7. Certification Number
 8. System owner
 9. Locality (St. Augustine, Fl.)
 10. Drainage area (tributary Pump Station Number)
 11. Location (street number and name)
 12. Rim or grate to invert (nearest 0.1 foot)
 13. Pre-cleaning method (using approved MACP codes)
 14. Location code (using approved MACP codes)
 15. Manhole or structure surface type (using approved MACP codes)
 16. Potential for runoff (using approved MACP codes)



5

17. Access point type (using approved MACP codes)
18. Inspection status (using approved MACP codes)
19. using street name an address reference)
20. Internal photo image reference (using standard manhole component descriptions)

3.03 MANHOLE OR STRUCTURE COMPONENT OBSERVATIONS

- A. The inspection crew shall complete all fields within the manhole component/observation section of the inspection form. The following information shall be collected:
1. Cover type (solid, vented, bolted)
 2. Cover size (top surface diameter in inches)
 3. Cover material
 4. Number of vent holes
 5. Cover/Frame fit (cover to frame fit, MACP codes)
 6. Cover condition (MACP codes)
 7. Cover insert type
 8. Cover insert condition
 9. Frame condition
 10. Frame seal condition
 11. Frame offset distance
 12. Frame seal inflow
 13. Wall material
 14. Interior wall coating
 15. Wall diameter
 16. Pipe diameters
 17. Pipe materials type
 18. Bench present
 19. Channel installed
 20. Additional remarks relevant to the manhole or structure

3.04 MANHOLE OR STRUCTURE INTERIOR INSPECTION

- A. The inspection crew shall determine the types of defects within the manhole, document each defect on the manhole form and take a photograph of each defect. The manhole chimney, cone, wall, bench, and channel shall be inspected for structural integrity, signs of I/I and the presence of roots. All documentation shall follow NASSCO MACP standards. Each defect will be documented on the inspection form with the following information:
1. Defect number
 2. Component of manhole containing defect
 3. Defect code (using approved MACP codes)
 4. Image Reference (using City approved file naming structure)

3.05 CONNECTING PIPE DETAILS

- A. Each pipe entering and exiting the manhole shall be photographed where possible and inspected to determine diameter, pipe material, debris levels, and rim to invert distance (to 0.1-feet). The pipe inspection will include the following information:
1. Pipe photo (using City main segment numbering)
 2. Pipe direction (incoming or outgoing)
 3. Pipe clock positions (6:00 position = outgoing)
 4. Pipe diameter
 5. Pipe material (using PACP codes)
 6. Rim to invert distance (measured to nearest 1/10th of a foot)
 7. Pipe special condition (drops, force mains, etc. using approved MACP codes)
 8. Debris depth
 9. Connecting structure number; if manhole or cleanout, service line clock position, stubout clock position, etc.
 10. Pipe seal condition (using approved MACP codes)
 11. Pipe seal roots (using approved MACP codes)
 12. Observed pipe defects, obstructions, roots, etc. (using PACP codes)

3.06 MANHOLE OR STRUCTURE SKETCH, MAP UPDATE, AND NOTES

- A. The inspection crew shall complete the manhole plan view sketch noting all connecting pipes. Any special observations or notes may be added to the profile sketch on the field form.
- B. Influent and effluent lines in each manhole shall be compared to the existing map and corrections noted in the sketch section of the field form.

3.07 NOTIFICATION OF EMERGENCY CONDITIONS

- A. Inspection crews shall immediately notify the City and/or on-site inspector of any defects posing imminent danger to the public (missing lids, covers broken during inspection, sink holes, etc.) and any observed pipe blockages or potential overflow conditions.

3.08 COMPLETION

- A. Once the inspection is complete the field crew shall make certain the ring is clean and does not have any debris preventing a proper cover fit. The manhole lid shall be replaced, and any displaced items moved back into place.
- B. A list of manholes and/or structures that could not be fully inspected, along with the problem explanation, shall be forwarded to the City weekly throughout the inspection work.
- C. If the Contractor has completed accessible inspections, and the City authorizes, then Contractor may be required to re-mobilize at the same unit price and complete the

requested inspections. All re-inspections will be at the same contracted unit price.

- D. Any map updates shall be consolidated and forwarded to the City with the submitted inspections.

3.09 PHOTOGRAPH REQUIREMENTS

- A. During each inspection the following series of photographs shall be taken:
1. Area Photograph: During the inspection, a photograph shall be taken of the manhole cover showing location within the roadway, shoulder, or easement as appropriate. Photographs shall be taken of any indications of previous overflows such as watermarks and paper or other debris typical of sewer overflows. Surface photographs shall be oriented in the direction of the outgoing pipe to show the pipeline cover and easement condition. The area photographs should show the manhole visible in the foreground where possible. A minimum of 1 area photo is required.
 2. Internal Photograph: Take a photograph of the manhole or structure interior in plan view showing the general arrangement of the incoming and outgoing sewers, manhole walls, and other appurtenances. The internal condition photograph shall be oriented with the direction of the outgoing main line flow at the bottom of the photograph (6:00 position). A minimum of 1 internal photograph is required.
 3. Manhole or Structure Defect Photographs: During manhole inspections digital photographs shall be taken of all defects. Photographs must clearly and accurately show each defect and correspond to defects and photo numbers logged on the manhole inspection form. A minimum of 1 photo for each observed defect is required.
 4. Connecting Pipe Photographs: The camera should then be pointed into all incoming and outgoing pipes where possible to capture general conditions within the pipes. Any obvious blockages or defects should be noted using PACP defect codes. A minimum of 1 photo of each incoming or outgoing pipe is required.
- B. During inspections manholes or structures shall be free of steam, fog, water vapor, or other conditions that will impact the quality of photographs.
- C. All photographs shall adequately capture the manhole conditions and details of defects. Lighting and camera quality shall provide a clear, in-focus picture of the manhole/structure interior, manhole/structure defects, and manhole/structure. The lighting shall provide uniform light free from shadows or hot spots.
- D. If larger than 2240 x 1680 resolution, then photo will be converted to 2240 x 1680. Photos less than 2240 x 1680 are not acceptable and converting upward to 2240 x 1680 is not acceptable. All photographs shall be resized to 2240 x 1680 resolution to minimize file size.
- E. The images shall be kept electronically, copied to an external hard drive, and submitted with the inspection forms per paragraph 3.12. Photographs shall be named according to

the photograph naming conventions included herein.

- F. All digital photographs shall be referenced on the manhole inspection form and electronic spreadsheet/database.
- G. All digital photographs shall be renamed in accordance with the following photo file naming convention: ▲
 1. Area Photo = Manhole/Structure ID, A, Photo Number, jpg
Example: 3965002A0001.jpg
Manhole/Structure: 39650002
A=Area Photo
Photo No.0001
 2. Internal Photo = Manhole/Structure ID, I, Photo Number, jpg
Example: 3965002I0001.jpg
Manhole/Structure: 3965002
I=Internal Photo
Photo No.0001
(Note: Photo oriented with the outgoing pipe on the bottom)
 3. Manhole Defect Photo = Manhole/Structure ID, M, Photo Number, jpg
Example: 3965002M0015
Manhole/Structure: 3965002
M=Manhole Defect Photo
S=Structure Defect Photo
Photo No. 0015
 4. Pipe Photo = Manhole/Structure ID, P, Photo Number, jpg
Example: 3965002P0002.jpg
Manhole/Structure: 3965002
P=Pipe Photo
Photo No. 0002

3.10 MANHOLE/STRUCTURE NUMBERING, INSPECTION FORMS AND DEFECT CODES

- A. The Contractor shall use the City manhole/structure numbering system when performing the inspections for this Project. Manhole/structure numbers will be provided by the City.
- B. Defect codes shall conform to those specified in the NASSCO MACP specification.

3.11 SITE RESTORATION

After inspecting manholes in an area, the work site shall be cleaned and restored to pre-Work conditions. If manhole is buried and exposed, then restore site by placing material back over exposed manhole. No re-sodding is anticipated or included in the pricing.

3.12 DELIVERABLES

The Contractor will be required to submit the following deliverables at the completion of inspection.

- A. Scanned Field Inspection Reports to include:
1. Inspection session header information (see required fields above)
 2. Component observations
 3. Manhole/Structure inspection details including defects observed and photo image references
 4. Connecting pipe details
 5. Manhole/Structure plan view sketch
 6. Manhole/Structure rehabilitation recommendation for each manhole.
 7. Format:
 - a. Adobe Acrobat PDF files: 1 report PDF per manhole or Structure
 - b. File name: <MH ID> <Date (year_mo_day format)>.PDF

Example: 30060002_2010_02_16.pdf

- B. Inspection digital photographs file name, format, and resolution shall meet requirements of paragraph 3.08 and stored and submitted on a portable hard drive.
- C. Electronic Inspection Data stored and exported in City approved NASSCO Manhole Assessment and Certification Program (MACP) compliant Microsoft Access database (.MDB) version 4.4, or Excel file delivered on portable hard drive.
- D. Marked up field maps detailing map corrections and/or discrepancies noted during inspection.

All digital files shall be submitted on portable hard drive.

END OF SECTION

SECTION 02775
WASTEWATER MANHOLE, LIFT STATION WET WELL AND STORMWATER
STRUCTURES REHABILITATION ▲

PART 1 - GENERAL

1.01 Manholes, Lift Stations Wet Wells and Stormwater Structures in the City of St. Augustine are in varying conditions of deterioration. Therefore, procedures for rehabilitation demand selection of best industry practices to restore these assets and avoid unnecessary replacements. Therefore, selection of rehabilitation requirements needs to be based on each structures condition. ▲

1.02 QUALIFICATIONS

A. Refer to Section 01001 paragraph 1.10.D for applicator qualifications. ▲

1.03 SCOPE OF WORK ▲

A. Manhole inspections shall be in accordance with NASSCO Manhole Assessment Certification Program (MACP), both level 1 and 2.

1. Detailed inspections will include digital photographs of the interior. These photographs will be made documenting the entire perimeter of each manhole, wet well or stormwater structure. Digital photos are taken of each defect found inside of the manhole or structure during the inspection. ▲

B. Manhole and Structures inspections is a condition precedent to establishing required rehabilitations.

C. The City will review rehabilitation recommendations that are included in the submitted inspection reports.

D. The City will define approved rehabilitations in each proposal request.

E. All rehabilitation proposals shall include a schedule, statement of compliance with this specification, a work plan with proposed product and system submittals.

F. Submittals shall be made in accordance with Section 01300

G. This specification covers all work necessary for sanitary manhole, lift station wet well and stormwater structure rehabilitations. The Contractor shall provide all labor, materials and equipment necessary for rehabilitation of these structures.

H. After rehabilitation manholes and wet wells shall sealed from inflow and infiltration, be corrosion resistant, and structurally sound.

I. The repair and sealing of the manhole base, bench, invert, walls, corbel/cone, and chimney of brick, block, or precast manholes, includes the removal and proper disposal of any unsound material.

J. After rehabilitation Stormwater structures shall be structurally sound and be protected from corrosion.

K. Installation of manhole external and internal infiltration barriers.

L. Removal and replacement of manhole frames and covers.



- M. Horizontal and/or vertical adjustment of and securing misaligned manhole frames and covers to grade.
- N. Installation of manhole cover seals and inflow dishes at City designated locations.
- O. The inspection and testing of the various types of work to ensure compliance.
- P. Related work specified in other Sections.
 - 1. Section 01001 "General Work Requirements"
 - 2. Section 01010 "Summary of Work"
 - 3. Section 01200 "Project Meetings"
 - 4. Section 01300 "Submittals"
 - 5. Section 01516 "Collection System Bypass"
 - 6. Section 01570 "Maintenance of Traffic"
 - 7. Section 02764 "Televising Existing Manholes"
- Q. All work shall adhere to Occupational Health and Safety Administration (OSHA) standards, current edition. All entries into or work within confined spaces shall be performed in accordance with OSHA Standard Title 29 Code of Federal Regulations (CFR) 1910.146 permit required confined spaces. Referencing the Guidance to safety in confined spaces, U.S. Department of Health and Human Services/National Institute for Occupational Safety Health Publication No. 87-113.

1.04 USE OF PREMISES

- A. The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the property Owner and/or Owner or Prime Contractor as appropriate to do so. A copy of such written permission shall be furnished to the City prior to accessing the site.
- B. It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense.
- C. If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition.
- D. The Contractor shall, at no additional expense, restore such property to the original condition in the sole and unfettered opinion of the property Owner. The Contractor must take photographs and/or videos of existing properties prior to disturbance of each property and make a copy available to the City.
- E. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the City.
- F. The Contractor shall ensure all employees have a badge or visible identification during any time that they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

1.05 WATER FOR CLEANING

- A. The City shall provide access to water via fire hydrants for cleaning and other work items requiring water. The Contractor will be responsible for obtaining a transient water meter for water used in performance of work. There will be no cost to the contractor for use of water required for rehabilitation work.

1.06 PROTECTION OF TREES

- A. The Contractor shall avoid any unnecessary damage to trees. Branches which overhang the project limits, and which interfere with the operation of equipment shall be tied back to avoid damage, if possible. Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be protected with approved pruning spray immediately. The Contractor at no additional expense shall remove any trees damaged beyond saving and make restitution to the Owner (public or private).

1.07 FENCING

- A. Any fences, including hedge and shrubs, that need to be removed to facilitate the work shall be replaced, in kind or with repairs satisfactory to the Owner, at the Contractor's expense. Payment for replacement of fences, hedges, and shrubs is covered in Part 4 paragraph 4.01.FF.

1.08 RESTORATION

- A. All roadway berms and drainage ditches disturbed by the work shall be restored, reshaped, and graded to drain.
- B. Pavement restoration, if necessary, shall conform to the City, County, or State standards and specifications depending upon who has jurisdiction for the street. Trench backfill and compaction shall be in conformance with the local street restoration jurisdiction.
- C. The remediation of sunken trenches caused by activities conducted in this contract shall be the Contractor's responsibility. Sunken areas shall be backfilled and compacted to meet adjoining grades; the surface shall be re-seeded or resurfaced with asphalt or concrete matching the existing surfacing.
- D. The Contractor shall restore unpaved areas by seeding and mulching. No direct payment will be made for seeding and mulching.
- E. Driveways shall be restored in accordance with Owner's regulations, or the Owner's Specifications depending upon who has jurisdiction for the driveway.
- F. All disturbed areas shall be restored as nearly as possible to their original condition.
- G. All restoration shall be completed in strict accordance with the appropriate items of the standards, specifications or matching the pre-work conditions as directed by the Owner.
- H. The cost of all restoration of streets, drives, walks; sod, etc. shall be incidental to the contract and not measured for payment.
- I. Restoration shall be kept current with the project work. Failure to keep restoration of these items completed reasonably close shall result in a stop work notice and delay of payment until such restoration is completed to the satisfaction of the Owner.

1.09 CLEANUP

- A. The Contractor shall keep the work area in an uncluttered condition by the frequent removal of debris. The Contractor shall remove all debris and unused material and leave the area in a condition similar to the condition of the area before any work was performed.



[Handwritten signature]

1.10 PROPERTY DAMAGE

- A. The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer section upstream of the manhole that is being rehabilitated.
- B. The Contractor will be required to notify the City immediately if he causes any damage to private or public property caused by activities related to this contract. The Contractor shall make repairs and/or clean the property immediately in a timeframe that is acceptable to the Owner.
- C. The Contractor shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole, inlet, or outfall downstream of the line segment being cleaned, and for removing the debris from the structure before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The cost of all system downtime and repairs to restore operational status resulting from construction debris damage that in the City's opinion was reasonably preventable will be borne by the Contractor.

1.11 REFERENCES

- A. Applicable Codes, Specifications, and Standards
 1. American Society for Testing and Materials (ASTM), Latest Editions
 - a. A48, Standard Specification for Gray Iron Castings
 - b. A240, Standard Specification for Chromium and Chromium Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
 - c. A479, Standard Specification for Stainless Steel Bars and Shapes for Use in Boilers and Other Pressure Vessels
 - d. C109, Standard Test Method for Compressive Strength of Hydraulic-Cement Mortars
 - e. C150, Standard Specification for Portland Cement
 - f. C157 Standard Test Method for Length Change of Hardened Hydraulic Cement and Polymer Concretes
 - g. C216, Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale)
 - h. C267, Standard Test Method for Chemical Resistance of mortars, grouts and Monolithic Surfacing and Polymer Concrete
 - i. C270, Standard Specification for Mortar for Unit Masonry
 - j. C293, Standard Test Method for Flexural Strength of Concrete
 - k. C308, Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing.
 - l. C321, Standard Test Method for Bond Strength of Chemical Resistant Mortars
 - m. C348, Standard Test Method for Flexural Strength of Hydraulic Cement Mortars
 - n. C478, Standard Specification for Circular Precast Reinforced Concrete Manhole Sections
 - o. C496, Tensile Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars
 - p. C580, Standard Test Method for Flexural Strength and Modulus of Elasticity of



- Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- q. C596, Standard Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement
 - r. C882, Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear
 - s. C923, Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes, and Laterals
 - t. Standard Test Method for Bond Strength of Mortar to Masonry Units
 - u. D412, Standard Test Method for Vulcanized Rubber and Thermoplastic Elastomers – Tension, Tensile Strength and Elongation %
 - v. D4787, Standard Practice of Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates
 - w. D543, Resistance of Plastics to Chemical Reagents
 - x. D638, Standard Test Method for Tensile Properties of Plastics.
 - y. D695, Standard Test Method for Compressive Properties of Rigid Plastics.
 - z. D790, Standard Test Methods for Flexural Properties of Plastics
 - aa. D792, Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
 - bb. D2240, Standard Test Method for Rubber Property – Durometer Hardness
 - u) D2344/D2344M, Standard Test Method for Short-Beam Strength of Polymer Matrix Composite Materials and Their Laminates
 - v) D2039, Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials
 - w) D3039, Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials
 - x) D4060, Standard Test Method for Abrasion Resistance of Organic Coatings by The Taber Abrader
 - y) D4414, Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gage
 - z) D4541 Standard Test Method for Pull Off Strength of Coatings Using Portable Adhesion Testers
 - aa) D4787 Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates
 - bb) D6132 Standard Test Method for Nondestructive Measurement of Dry Film Thickness or Applied Organic Coatings Using an Ultrasonic Coating Thickness Gage.
 - cc) D7234, Pull-off Strength of Coatings Using a Portable Adhesion Tester
 - dd) F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
 - ee) F2414, Standard Practice for Sealing Sewer Manholes using Chemical Grouting.
 - ff) F2551, Standard Practice for Installing a Protective Cementitious Liner System in Sanitary Sewer Manholes
 - gg) G210, Severe Wastewater Analysis Test
2. Federal Specifications
 - a. HH-P-117, Jute Packing
 3. Steel Structures Painting Council – Surface preparation standards, Society of



12


Protective Coatings published standards.

- a. SSPC SP-13 Surface Preparation of Concrete
- 4. NACE International (Formerly the National Association of Corrosion Engineers)
 - a. NACE No. 6 Surface Preparation of Concrete
 - b. NACE SP0188 – For performing holiday detection
- 5. City of St. Augustine (COSA) Standards and Specifications Design Manual and Details

1.12 RESPONSIBILITY FOR OVERFLOW AND SPILLS

- A. It shall be the responsibility of the Contractor to schedule and perform his work to result in no overflows or spills of sewage from the system. If sewage flows are such that they interfere with the Contractor’s ability to perform work, the Contractor shall be responsible for scheduling his work during low flow periods or provide bypass pumping. Bypass pumping shall be provided only with the specific written approval of the City.
- B. In the event of overflows caused by the Contractor’s work activities, the Contractor shall immediately take appropriate action to contain and stop the overflow, clean up the spillage, and disinfect the area affected by the spill. The Contractor shall also notify the City Utility Manager immediately upon becoming aware of the discharge. They will provide instructions on this notification during and after normal business hours, nights, weekends and holidays.
- C. The Contractor will reimburse the City for all sampling, testing and analysis necessary to document that the contamination caused by overflows or spills associated with their work has been eliminated.
- D. In the City’s opinion, if the Contractor has not taken immediate actions necessary when a spill or overflow occurs the City will provide the labor, equipment, materials and related costs to stop the overflow, clean up the spillage and disinfect the area. The Contractor will be responsible to reimburse the City for all documented costs incurred as a result of spills and overflows related to the Contractor’s work.
- E. Immediate actions are to be taken to stop the overflow and eliminate the potential public health hazard. Actions to address overflows is a condition precedent to all work.
- F. All overflows, regardless of quantity will needed to be documented on a Sanitary Sewer Overflow (SSO) Report and submitted to the Florida Department of Environmental Protection Northeast District Office.
- G. Contractor will indemnify and hold harmless the City for any fines or third-party claims for personal or property damage arising out of a spill or overflow that is fully or partially the responsibility of the Contractor. Should fines subsequently be imposed as a result of any overflow for which the Contractor is fully or partially responsible, the Contractor shall pay all such fines and all of the City’s legal, engineering, and administrative costs in defending such fines and claims associated with the overflow or spill.

1.13 SHOP DRAWINGS, SUBMITTALS, AND DEMONSTRATIONS


- A. Manhole and Structures Condition Assessment Inspection Reports 
 - 1. Manhole and Structures inspection work plan that includes a detailed schedule of activities and working hours. Resubmittal will be required if the sequence, duration,



22

- or dates of inspections change from the initial work plan.
 - 2. Reference Section 02764 Televising Existing Manholes, Wet Wells, and Stormwater Structures for submittal documentation.
 - 3. Reports shall be formatted and coded to be in compliance with NASSCO MACP standards and include text reports with digital photographs of the noted defects.
 - 4. Reports will include rehabilitation recommendations.
- B. Manholes wet well and Stormwater Structures assessment submittal approvals will establish the rehabilitation procedures that will be performed on each manhole. All other product and rehabilitation submittals will be based on these procedures. ▲
- C. Product data and/or shop drawings for rehabilitations are to be submitted with each work order proposal submittal. In the case where exact products and/or fabrications have been previously approved under a separate work order then these items only require a reference to the work order under which the item was approved.
- D. A pre-video of the manhole area and internal conditions is to be submitted prior to rehabilitation work.
- E. Plans and procedures are to be submitted prior to starting preparation for manhole rehabilitation in accordance with the General Conditions and 01300 "Submittals."
- F. Structural design for manhole and stormwater structure rehabilitation is to be performed by a State of Florida licensed Professional Engineer, if applicable. ▲
- G. Work Plan Submittals.
- 1. Site Safety Plan
 - 2. Quality control plan.
 - 3. Collection System Bypass Plan.
 - 4. Emergency Plans.
 - a. Procedure for health or safety emergency
 - b. Overflows, spills, service backups
 - c. Hazardous chemical spills
- H. Certifications and License. ▲
- 1. Refer to Section 01001 paragraph 1.10.E for requirements.
- I. Contact list with primary and secondary contacts.
- J. Sample public work notifications, door hangers.
- K. Warranty certificate form
- L. Grout.
- 1. Catalog data showing manufacturer's clarifications and updates, ASTM references, material composition, specifications, and physical and chemical properties of grout.
 - a. Chemical Grout Information:
 - 1) Description of chemical grout materials.
 - 2) Description of proposed additives to be used.
 - 3) Manufacturers recommended procedures for storing, mixing, testing, and handling of chemical grouts.
 - 4) SDS sheets for all materials to be used.
 - 2. Calculations of expected volumes of annular space between packer and pipe wall, to be used in calculating required gel times.



3. Manufacturer's recommended procedures for handling, storing, mixing and injecting grout.
4. Method of Construction.
 - a. Access manholes and site locations.
 - b. Work dimensions.
 - c. Size of working area.
 - d. Site access points.
 - e. Grout manufacturer's certification that Contractor is approved installer of their system. Certificates of training in handling, mixing, and application of grout for sanitary sewer line and joint and lateral connection sealing for grout truck operator and at least one crewmember involved in sealing process.
 - f. Third party lab test results for field installations in United States of same grout system as proposed for actual installation.
 - g. a. Test results must verify grout physical and chemical properties specified herein have been achieved in previous field applications.
 - h. Documentation for Products and Installers: Engineer's approval required before acceptance or injection of grout.
 - i. Proof of grout manufacturer's product liability insurance, if requested by Engineer.
 - j. Pump calibration information.
 - k. Field sealing records.
 - l. Certification of accuracy and calibration of pressure sensing/monitoring equipment by independent testing firm within one month before use of equipment.
- 6) Upon completion of grouting, submit a report showing the following data for each manhole grouted or attempted to be grouted.
 - a. Identification of the Manhole or structure ID number. 
 - b. Type of manhole, brick or concrete with depth to invert from top of frame rim.
 - c. Pass/fail results.
 - d. Volume of grout material used.
 - e. Gel set time used (cup test results from tanks)
 - f. Grout mix record of the batches mixed including amount of grout and catalyst, additives, temperature of the grout solution in tanks.
 - g. Operator conducting testing and sealing shall be noted on the reports.

M. Coatings/Linings Applicator Qualifications.

1. Manufacturer's applicator certificate.
2. Application equipment meets Manufactures requirements.
3. Manufacturers' Certificate of Compliance certifying compliance with the applicable Specifications and Standards. The certifications shall list all materials furnished under this Section.

N. Submittals shall include manufacturer's product descriptions and use, Specifications, independent testing reports, handling, storage, mixing, application, curing, and cleanup requirements. If a Safety Data Sheet (SDS) has been developed for the product it shall also be provided.

O. Manhole, Wet Well and Stormwater Structure Liner/Coating Systems/Chemical



22

Grouts/Chimney Seals: ▲

1. Certified copies of factory tests required by the applicable Standards, the Manufacturer, and this Section.
2. Manufacturer's handling, storage, and installation instructions and procedures.
3. Surface Preparation requirements
4. Pre/Post adherence testing
5. pH test after prep
6. Product data including
 - a. Sample of coating products
 - b. Surface preparation requirements
 - c. Product data

P. Lids and Frames, Inflow Dishes, Lid Seals, Casting Seals, and Adjustment Rings

1. Product data
2. Shop Drawings
3. Installation instructions, if applicable.

Q. Manhole and Stormwater Structure adjustment, Patching and Repair materials. ▲

R. Post rehabilitation report that provides a complete and accurate record of all rehabilitations performed and list of products used. This report shall include a video record of the completed interior and area work.

1.14 PRODUCT MANUFACTURERS DEMONSTRATIONS

- A. Use of all materials that require surface preparations, handling, mixing, and curing will require demonstration and explanation of these aspects to City personnel if approved for use on City facilities. This demonstration will be provided at a designated existing manhole, wet well, or stormwater structure at a time approved by the City. This demonstration will need to be provided to the Cities satisfaction prior to further use on City facilities. ▲
- B. Demonstrations are to be provided prior to delivery and installation of grout or coating/lining systems approved for use in manhole rehabilitation.

PART 2 - PRODUCTS

2.01 - GENERAL

A. Materials

1. The materials used shall be designed and manufactured for the rehabilitation of Sanitary Sewer Manholes, Wet Wells and Stormwater Structures. The materials shall have a proven history of extended service performance in this application and be compatible with all existing and new materials used in the manhole rehabilitation.
2. All materials shall be delivered to the job site in original unopened packages clearly labeled with the manufacturer's identification and printed instructions. ▲



Handwritten signature or mark

3. All materials shall be stored and handled in accordance with recommendations of the manufacturer.
4. All materials shall be mixed and applied in accordance with the manufacturer's written instructions.
5. The Contractor shall warrant and hold harmless the City against all claims for patent infringement and any loss thereof.
6. Handle and store all materials and dispose of all wastes in accordance with applicable regulations.
7. Each lining system shall be designed for application over wet surfaces (but not active running water) without degradation of the final product and/or the bond between the product and the manhole surfaces.
8. All finished products used in the rehabilitation of manholes shall be suited for its intended purpose, seal and protect the internal surfaces from deterioration due to corrosive conditions and perform and provide extended service life to the extent represented by the product manufacturers.

2.02 INSPECTION SOFTWARE

- A. Inspections shall use software that can provide complete survey reports in compliance with current version of NASSCO MACP/PACP software. No payment will be rendered for improperly formatted data.
- B. NASSCO MACP and PACP fields, as well as any additional available fields requested by the City or his representative shall be populated during the inspections with valid NASSCO values. All reports and/or submittals shall use NASSCO MACP/PACP Standards as a basis.

2.03 DIGITAL CAMERA FOR REMOTE INSPECTIONS

- A. All manhole photographs required as part of this specification shall be obtained using a minimum 4-megapixel digital camera with strobe flash capable of producing digital images with minimum resolution of 2240 x 1680.
- B. The camera shall be capable of zoom focus to provide clear photographs of the entire vertical depth of the manhole.
- C. The camera equipment/software shall be capable of producing digital images of all manhole, wet well and storm structure defects. The digital photographs shall become the property of the City.
- D. Each portable hard drive shall contain the following information and arrangement at the beginning as a title screen:
 - St. Augustine, Florida
 - Collection Basin Number
 - Contract Number
 - Work Order Number
 - CONTRACTOR: (Name of Contractor)
 - DATE: (When photo was taken)
 - LOCATION: (Description of Location(s) and View(s))
- E. Written documentation must coincide with the information on the photograph to make



Handwritten signature

easy retrieval of locations at a later date.

2.04 GROUT – GENERAL

- A. Grout manufacturer will select the type of grout to be used for sealing the manhole based on the manhole installed conditions.
- B. While being injected, the grout must be able to react /perform in the presence of water (groundwater).
- C. The ability to increase grout mix viscosity, density and gel strength by increased concentration of constituents or the use of approved additives.
- D. The cured grout must withstand submergence in water without degradation.
- E. The resultant grout formation must be homogeneous and prevent the passage of water (infiltration) through the manhole base, barrel, cone, and chimney.
- F. The grout must not be biodegradable.
- G. The cured grout should be chemically stable and resistant to organics found in costal ground water and sewage.
- H. Residual grout shall be easily removable from the interior surfaces of the manhole to prevent performance of other manhole rehabilitation products.
 - 1. Handle, mix, and store grout in accordance with the manufacturer's recommendations. The materials shall be delivered to the site in unopened original manufacturer's containers.
 - 2. Chemical grout sealing shall be in accordance with ASTM F2414 latest edition Standard Practice for Sealing Sewer Manholes Using Chemical Grout.

2.05 GROUT PRODUCTS

- A. Properties and Characteristics.
 - 1. Will perform in presence of infiltrating water (groundwater), during injection.
 - 2. Packaged for field storage, handling requirements with minimum spillage and worker safety.
- B. Cured grout:
 - 1. Submergible in water without degrading.
 - 2. Not biodegradable.
 - a. Additives may be used to meet this requirement, without effecting long-term strength.
 - 3. Chemically stable and resistant to concentrations of acids, alkalis, and organic materials found in normal sewage.
- C. Composition.
 - 1. Acrylamide gel:
 - a. Minimum of 10 percent acrylamide base material by weight in total grout mix.
 - b. Higher concentration percent of acrylamide base material (maximum 20%) may be used to increase strength or offset dilution during injection.
 - c. Able to tolerate some dilution and react in moving water during injection.
 - d. Approximately 2 centipoise viscosity. Can be increased with additives.
 - e. Constant viscosity during reaction period.
 - f. Controlled reaction time from 10 seconds to 1 hour.



[Handwritten mark]

- g. Curing reaction producing a homogenous, chemically stable, non-biodegradable, firm, flexible gel.
 - h. Able to prevent dehydration and increase-mix viscosity, density and gel strength by use of additives.
 - i. Diatomaceous earth (Celite 209 or equal) can be added to concentration of five percent.
 - j. Use of other additives following manufacturer's recommendation and Engineer's approval.
 - k. Root control additive 2, 6-Dichlorobenzonitrile, may be added following manufacturer's recommendation and Engineer's direction.
2. Urethane gel:
- a. Ratio: One-part urethane prepolymer mixed with 5 to 10 parts water by volume.
 - b. Recommended mix ratio: 1-part urethane prepolymer to 8 parts of water (11 percent prepolymer).
 - c. Liquid prepolymer:
 - d. Solids content: 77 to 83 percent.
 - e. Specific Gravity: 1.04 (8.65 pounds per gallon)
 - f. Flash Point: 20 degrees F.
 - g. Viscosity: 600 to 1,200 centipoises water at 70 degrees F.
 - h. Water for reacting prepolymer: pH of 6.5 to 8.
 - i. Curing reaction:
 - 1) Produces chemically stable, non-biodegradable, tough, flexible gel.
 - 2) Able to increase mix viscosity, density, gel strength and resistance to shrinkage by using additives in water component of grout.
 - 3) Minimum 15 percent shrink control agent supplied by the same manufacturer.
3. Acrylate gel:
- a. Minimum 10 percent acrylate base material by weight or as specified by the manufacturer.
 - b. In total grout mix, a higher concentration (percent) of acrylate base material may be used to increase strength or offset dilution during injection.
 - c. If acrylate base material is in 40 percent solution 27.5 percent by weight of total grout mix: 11 percent base material.
 - d. Able to tolerate some dilution and react in moving water during injection.
 - e. Viscosity: Approximately 2 centipoises.
 - f. Can be increased with additives.
 - g. Constant viscosity during reaction period.
Controlled reaction time: 10 seconds to 1 hour.
 - h. Curing reaction producing homogeneous, chemically stable, non-biodegradable, flexible gel.
 - i. Able to prevent dehydration and to increase-mix viscosity, density and gel strength by use of additives.
 - 1) Diatomaceous earth (Celite 209 or equal) can be added to concentration of five percent, by volume.
 - 2) Use of other additives following manufacturer's recommendations and Engineer's approval.
 - j. Root control additive 2, 6-Dichlorobenzonitrile, may be added following manufacturer's recommendation and Engineer's direction.



D. Additives

1. At the CONTRACTOR'S discretion and according to field conditions, additives may be selected and used within the manufacturers recommended quantities.
2. Strengthening Agents
 - a. For joint grouting, a latex or "diatomaceous earth" additive may be added to increase compressive and tensile strength. The quantity of strengthening agent additive shall be as recommended by the manufacturer and approved by ENGINEER. Product Manufacturer:
3. Root Inhibitor
 - a. When roots are present, for joint and lateral connection joint grouting, a root deterrent chemical shall be added to control root re-growth. The quantity of inhibitor shall be as recommended by the manufacturer and approved by ENGINEER.
4. Dye
 - a. A manufacturer approved water soluble dye without trace metals may be added to the grout tank(s) for visual confirmation.
5. Gel Time Modifier
 - a. A gel time extending agent may be used in accordance with the manufacturer's recommendations to extend gel time as necessary.
6. Freeze/Thaw
 - a. In those lines where the grouting material may be exposed to a freeze-thaw cycle, ethylene glycol or other ENGINEER approved additive shall be used to prevent chemical grout cracking once set.
7. Gel shrink control, and accelerators.
8. When using non soluble additives the grout tanks must have mechanical mixing devices to keep the additives in suspension and maintain a uniform solution of grout and additive.

2.06 PATCHING OR REPLACEMENT OF INVERT AND BENCH

- A. Materials used for bench and trough repairs shall be a rapid setting, high early strength, non-shrink material.
- B. Products shall not contain chlorides or metallic particles and shall be mixed and applied in accordance with the manufacturer's recommendations.
- C. Repair and patching material shall be compatible with all material components and lining system applied to the manhole.
- D. Patching material shall be rapid setting, fiber reinforced, calcium aluminate, corrosion resistant, cementitious material, that meets the following minimum requirements:

Compressive Strength ASTM C109	2400 psi, 24 hours
Bond ASTM C321	2000 psi, 28 days
Cement	Calcium Aluminate, Sulfate resistant
Sulfate Resistance ASTM C267	Inert
Shrinkage ASTM C596	0 percent at 90 percent relative humidity



Handwritten signature or mark.

- E. Products shall be Strong-Seal QSR Plus and High-Performance Mix as manufactured by the Strong Company, Pine Bluff, AR; Quadex AluminaLiner as manufactured by Quadex Inc., North Little Rock, AR; EucoRepair V100, Euclid Chemical, Cleveland, OH; or approved equal. ▲
- F. Repair shall be top coated to provide protection against chemical and biological corrosion, if this protection is not integral to the product.

2.07 SEALING ACTIVE LEAKS

- A. Infiltration control material shall be rapid setting epoxy or cementitious product that is corrosion resistant and specifically formulated for leak control to stop minor infiltration and to make repairs in sanitary sewer concrete and brick structures. Minor infiltration is defined by dripping or seepage where visual water may be on the surface but not projecting beyond the surface of the wall of the structure.
- B. Use of Grout materials shall meet the requirements of paragraph 2.05 for severe infiltration control.

2.08 CEMENTITIOUS LINING SYSTEMS GENERAL

- A. Cementitious manhole lining materials shall exhibit the following properties:
 1. Cementitious restoration products shall be specifically designed for the rehabilitation of manholes and other related wastewater structures.
 2. Liner products shall be cement based, fiber reinforced, shrinkage compensated and enhanced with chemical admixtures and siliceous aggregates.
 3. Liner products shall be mixed with water per manufacturer's written specifications and applied using equipment specifically designed for troweling, low-pressure spray or centrifugal spin casting application.
 4. All cementitious liners shall be troweled to densify and smooth out the surfaces.
 5. Materials shall be specifically formulated to withstand H2S (hydrogen sulfide) bacterial corrosion and abrasion in sanitary sewer systems.
- B. Spray applied or centrifugally cast structural reinforced cement manhole lining
 1. The material applied to the surface of the manhole shall be a cementitious blend of calcium aluminate cement and manufactured calcium aluminate aggregates for constructing a liner that is impervious to the flow of water, is resistant to sulfide attack, and restores structural integrity to existing manhole walls.
 2. A monolithic liner shall be formed which covers all interior manhole surfaces and shall have the following minimum requirements at 28-days:

Compressive Strength (ASTM C579)	9,000-psi
Tensile Strength (ASTM C496)	800-psi
Flexural Strength (ASTM C293) (Modified)	1200-psi
Shrinkage (ASTM C596)	0% at 95% R.H.
Bond (ASTM C882)	2000 psi
Density, when applied	130 pcf
pH >1	No deterioration



Handwritten mark or signature.

Sulfide Resistance (ASTM C267)

Inert

2.09 MULTI-COMPONENT STRESS SKIN PANEL LINER SYSTEM

- A. The material applied onto the surface of the manhole shall be a multi-component stress skin panel liner system designed to withstand the effects of hydrogen sulfide without any deterioration to the liner. The liner shall be a solvent free, two-component polymeric, moisture/chemical barrier specifically developed for the wastewater environment. The cured epoxy resin system shall conform to the following minimum Structural Standards:

Minimum Structural Standards

Cured Product	Test Method	Results
Tensile Strength	ASTM C496/D638	2000-psi
Flexural Strength	ASTM C293/D790	2500-psi
Bond Strength	ASTM C882/D4541	2000-psi
Shrinkage @ 95% R.H.	ASTM C596	0%
Compressive Strength	ASTM C579	8,000-psi
Compressive Strength	ASTM D695	8,000-psi
Chemical & Biological Corrosion		None @ pH 2.0

1. Manholes in which the pH may be less than 2.0 or less, an additional liner/coating may be required to provide complete corrosion protection.
2. Product to accompany a certified letter from the manufacturer for a 10-year performance warranty.
3. Linings shall be 1/2" minimum thickness and finished surfaces shall conform to the original configuration of the manhole.

2.10 COATING PRODUCTS

A. General

1. Coating products shall be applied to manholes specified to receive a corrosion protective coating sufficiently thick to totally protect the existing host structure from further corrosion, deterioration and water vapor transmission. Coating materials must be compatible with the manhole rehabilitation SYSTEM. Substrate and surface preparation, application conditions, application equipment, material preparation, and curing shall be in strict accordance with the manufacturer's written recommendations.
2. Apply Organic Linings to manhole interior walls and benches.

2.11 EPOXY RESIN AND POLYURETHANE SYSTEM MANHOLE AND STORMWATER STRUCTURE COATINGS ▲

- A. The material sprayed onto the surface of the manhole and stormwater structures shall be an epoxy resin or polyurethane system formulated for application within a sanitary sewer



02

environment. The resin will exhibit suitable corrosion resistance and enhance the structural integrity of the existing manhole or structure. ▲

- B. Epoxy shall be microbe resistant.
- C. Suitable for all interior surfaces of manhole less frame and cover.
- D. Application shall be a monolithic lining.
- E. System to be from one manufacturer.
- F. Compatible with either Portland cement, concrete block or clay brick surfaces.
- G. System to provide abrasion, impact, and chemical resistance to wastewater environment with long detention times and elevated temperatures.
- H. The epoxy or polyurethane manhole or stormwater structure liner shall be a chemical resistant (below a pH of 2.0), VOC compliant, moisture tolerant, 100% solids, two (2) component epoxy system with the following properties: ▲

Flexural Strength (ASTM D790)	10,000 psi
Compressive Strength (ASTM D695)	10,000 psi
Tensile Strength (ASTM D638)	6,300 psi
Adhesion (ASTM D4541/7234)	Substrate Failure
Taber Abrasion, CS17 wheel (ASTM D4060)	< 112 mg loss, 1 Kg/1000 cycles
Elongation (ASTM D638)	1.5 %
Shore D Hardness (ASTM D2240)	85

- I. Coating Products shall be an Organic Coating for use in Wastewater Manholes:
 - 1. Raven 405 High Build Epoxy Liner, .3 inches minimum thickness, as manufactured by Raven Lining SYSTEMs Inc., Tulsa, OK.
 - 2. Structure Guard by Quadex, .3 inches, minimum thickness, manufactured by Vortex Infrastructure, Houston, TX.
 - 3. Spraywall by SprayRoq, Irondale, Al. ▲
 - 4. Or Approved Equal systems.

2.12 MANHOLE SEALS

A. Chimney Coating Seals

- 1. Chimney seals shall be used for the purpose of preventing leakage of water into the manhole through the frame joint area and the area above the manhole cone including all extensions to the chimney area. Extensions shall include adjustment rings and/or material used to achieve grade.
- 2. Coatings shall be 100% solids epoxy, moisture tolerant, high tensile strength, chemically resistant to sulfuric acid and inert to hydrogen sulfide sewer gas.
- 3. Chimney Seals shall be:
 - a. Flex-Seal as manufactured by Sealing SYSTEMs Inc., Loretto MN, listed on SPL WW-511 Organic Lining for Wastewater Manholes.
 - b. NPR-3501 as manufactured by Neopoxy International, Hayward, CA.
 - c. Parsonpoxy FP as manufactured by Parson Environmental Products, Inc., Wernersville, PA.
 - d. Reactamine 760 as manufactured by Carboline, St. Louis, MO. ▲
 - e. Or Approved Equal.



B. Chimney Mechanical Seals

1. Seals shall be designed to provide an interior flexible watertight seal between the manhole cover frame and cone section. The seal shall be rubber with stainless steel expansion bands. Seal shall be capable of repeated vertical and horizontal movements of not less than 2-inch installation with a minimum 25-year design life.
2. Rubber sleeves shall be extruded from a high-grade rubber compound meeting the applicable requirements of ASTM C923. Sleeves shall be double, or triple pleated with a minimum unexpanded vertical height of 8-inches, a minimum thickness of 3/16-inch, and have integrally formed top and bottom expansion band recesses and multiple sealing fins. Any splices shall be factory vulcanized and shall be able to withstand a 180-degree bend with no visible separation at splices.
3. Expansion Bands shall be 16-gauge thickness, 1-3/4-inches wide and made of stainless-steel meeting ASTM A240, Type 316. Bands shall have an expansion mechanism capable of developing the pressure necessary to provide a watertight seal, a minimum adjustment range of not less than 2-inches and a positive locking mechanism. Bands shall be removable with minimum effort and reusable.

C. Ring Casting Seals

1. Ring casting seals shall be used for the purpose of eliminating infiltration and forming a bond between the ring casting and grade adjustment ring or cone.
2. Refer to mechanical seals listed under Chimney Mechanical Seals.

D. Precast Manhole Joint sealing.

1. Joint seals may be accomplished with use of chemical grout or mechanical type inserts.
2. Installation or application of the seal needs to be in accordance with the manufacturer's instructions in relation to preparation, mixing, and insertion or installation.
3. Expanded Gasket, use of an elastomeric polyurethane resin-soaked oakum method, using dry twisted jute oakum meeting Federal Specification HH-P-117 or resin rod with polyurethane resin (water activated).
4. Manufactured Seal, flexible seal portion of the seal is made of a rubber type product, it shall have a minimum thickness of 3/16", a minimum unexpanded width of 8 inches, and be fabricated from a high-grade rubber compound conforming to the applicable requirements of ASTM C923. The internal seal shall have a double pleated and the external seal a corrugated, coverage shall be made of the same material and have the same minimum thickness as the compressing the sleeve and extension against the manhole shall be fabricated from minimum 16-240, Type 304, for sheet and ASTM A479, Type 304, for rods. Any screws, bolts or nuts used on these bands shall be stainless steel conforming to ASTM F593, Type 304.

2.13 MANHOLE FRAME AND COVER

- A. Manhole frame and cover to meet requirements of City of St. Augustine Storm/Sewer Manhole Cover and Frame shown of Standard Construction Detail SS-1.
 1. Gray iron castings for manhole frames, covers, adjustment rings, and other items shall conform to the ASTM Designation A48, Class 30. Castings shall be true to pattern in form and dimensions and free of pouring faults and other defects which would impair their strength or otherwise make them unfit for the service intended. The seating surfaces between frames and covers shall be machined to fit true. No plugging or



A

filling will be allowed. Lifting or "pick" holes shall be provided but shall not penetrate the cover. Casting patterns shall conform to those shown or indicated on the STANDARD DETAILS. All manhole frames and covers shall be traffic bearing to meet AASHTO H-20 loadings. Frames shall be suitable for the future addition of a cast iron ring for upward adjustment of top elevation. In certain locations, such as in flood prone areas, install inflow dishes and/or gasketed covers. Locations where dishes and gaskets are to be installed will be designated by the CITY.

2.14 MANHOLE ADJUSTMENT RINGS

- A. Brick courses shall be a minimum of two (2) and a maximum of four (4). Mortar shall conform to ASTM C270, type M. Bricks shall be made of clay and conform to ASTM C216, grade SW, and sized 3 1/2 inches (w) x 8 inches (l) x 2 1/4 inches (h).
- B. Precast concrete grade rings shall be reinforced in accordance with ASTM C478 latest edition. The inside dimension shall match the existing interior surface of the manhole. The exterior dimension shall not be less than the exterior dimension of the manhole at the top of the cone section. The grade ring shall be Type V, 4000 psi at 28 days.

2.15 INFLOW DISH

A. General

1. An inflow dish shall be installed at manholes designated by the City.
2. Inflow dishes and components shall be manufactured of material resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid.
3. The inflow dish material of construction depends on the location of the manhole.
4. Inflow dishes shall include tethers.
5. Inflow dishes shall allow venting of sewer gasses.

B. Dish Material

1. Manholes located in undeveloped areas, gravel surface roads, residential asphalt surfaced roads may be manufactured from high molecular weight polyethylene (HMWPE), high density polyethylene material, comply with UL Standard, 94-HB and meet all associated ASTM specifications related to Prime HDPE 250. Gaskets shall be closed cell neoprene material, .5" wide, and .125" minimum thickness, with pressure sensitive adhesive on one side. Straps to be woven nylon fastened to the dish body with stainless steel fasteners and washers.
2. Manholes located on paved high traffic areas are to be manufactured from stainless steel.
 - a. Fabricated from 304 or 316 stainless steel with a minimum thickness of 16 gauge.
 - b. Gasket, matching HMWPE dishes.
 - c. Tether manufactured from 3/16" braided stainless steel attached with a stainless-steel rivet and washers to prevent tether failure. Cable terminal end and eye manufactured from stainless steel.
 - d. Relief valve, gas relief valve designed to release at a pressure of .5 to 1.5 psi and release less than 5 gallons of water in 24 hours. Valve is threaded and screwed into a hole drilled in the bottom of the insert. The valve is to be made from



Handwritten signature or mark.

material that is inert from Sulfuric Acid, Hydrogen Sulfide and other substances found in Sanitary Sewer Systems.


- e. The City will designate manholes to receive stainless steel dishes.

2.16 MANHOLE LID SEALS


- A. Cover seals shall be horizontal style.
- B. Gaskets shall be minimum of .6" wide, and .15" thick.
- C. Circumference of gaskets shall be capable of sealing with an outside diameter of 36 inches.
- D. Cover lid, U-shaped pick hole plugs sized to fit and shall be supplied by Cretex Specialty Products or approved equal.

PART 3 - EXECUTION

3.01 GENERAL

- A. Safety:
 - 1. The Contractor shall perform all work in strict accordance with all applicable OSHA, TOSHA, and manufacturer's safety standards. Each method of manhole rehabilitation in this Section requires some degree of manhole entry by workers. Particular attention is drawn to those safety requirements regarding confined space entry and respiratory protection from airborne particulate materials during cleaning and product mixing and application.
- B. Work Notices
 - 1. Rehabilitation work notifications, door hangers, are to be distributed a minimum of 72 hours prior to commencement of any activities. Notices will not be required during Manhole, Wet Well and Stormwater Structure inspections provided driveways or streets access to and from residences or businesses is not restricted. 
- C. Maintenance of Traffic
 - 1. The Contractor must setup and maintain any necessary or required traffic control devices prior to commencing work and continue until work is complete and site restored.
- D. Bypassing
 - 1. All plugging and bypassing must be in place and maintained prior to and until the manhole rehabilitation and testing allows for flow to be restored.
- F. Contractor to submit an updated schedule of inspection or rehabilitation activities on a bi-weekly basis.

3.02 INSPECTION PREPARATION

- A. Level 1 and 2 inspections shall be made by Confined Space Entry or Camera. 
- B. Contractor shall insert a measuring rod into the interior of the manhole to verify rim to invert distance measurements of the manhole, as well as the invert of each adjoining pipe.
- C. City is responsible for location of buried and/or manhole discovered in field.
- D. Contractor is solely responsible for all damages resulting from operations.



12

- E. Upon completing inspections manhole cover and any displaced items moved back into place.
- F. Inspection photos, reports and databases shall be delivered on an external hard drive. The external hard drive will become the property of the City. ▲
- G. Each inspection report shall be provided in PDF format to the City.
- H. All data submittals shall include a data transmittal form indicating the manhole ID, street location, and date of the inspection.

3.03 DIGITAL PHOTOGRAPH VIEWS REQUIRED ▲

- A. Complete coverage shall include all surface features within 20-feet of the Work area to be used by the Contractor. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways, landscaping, trees, culverts, headwalls, and retaining walls, equipment, structures, pavements, manholes, vaults, handrails, etc. located within the work zone. Photographic coverage shall extend to the maximum height of all structures within this zone.
- B. The photographer shall take special efforts to point out defects in the area and internal to the manhole.
- C. All photographs shall be done during times of good visibility. No photograph shall be done during periods of visible precipitation, or when more than 10% of the ground area is covered with standing water, unless otherwise authorized by City.
- D. The Contractor shall notify the City in writing 48-hours prior to commencement of photograph documentation. The City may provide a designated representative to accompany and observe all photography. Photographs completed without a City Representative present will be unacceptable unless specifically authorized by the City.

3.04 DIGITAL PHOTOGRAPH REQUIREMENTS ▲

- A. Major Locations:
 1. The Contractor shall provide color digital photograph of each manhole, wet well, stormwater structure and facilities adjacent to the work before construction starts.
 2. All photographs shall be taken with character generator operating with date, time, and location on photo. All photographs shall be delivered to the City.
 2. All photographs shall maintain viewer orientation. To this end, overall establishing views of all visible house and business addresses shall be used for the area view.
 3. All photographs shall be done during time of good visibility. No photographs shall be done during precipitation, mist or fog. Photographs shall be taken when sufficient sunlight is present to properly illuminate the subjects of photos and to produce bright, sharp images of those subjects.

3.05 GENERAL REHABILITATION PROCEDURES

- A. All preparation, application, and finish work shall be in strict compliance with the product or system manufacturer's instructions.



- B. Manufacturer's instructions will take precedence over the requirements in this specification.
- C. Product or system applicator is required to be an approved applicator/installer from the manufacturer. Certification documentation is part of the required submittals under this section.
- D. Cleaning:
 - 1. All concrete and masonry surfaces to be rehabilitated shall be clean. All grease, oil, laitance, coatings, loose bricks, mortar, unsound brick or concrete, and other foreign materials shall be completely removed.
 - 2. Water blasting utilizing a 210°F steam unit and proper nozzles shall be the primary method of cleaning; however, other methods such as wet or dry sandblasting, acid wash, concrete cleaners, degreasers, or mechanical means may be required to properly clean the surface.
 - a. All surfaces on which these methods are used shall be thoroughly rinsed, scrubbed, and neutralized to remove cleaning agents and their reactant products. Debris resulting from cleaning shall be removed from the manhole and not discharged downstream.
 - 3. Cleaning and surface preparation will meet the above requirements unless otherwise dictated by the product or system manufacturer.
 - 4. Manufacturers cleaning and surface preparation requirements will take precedence.
 - 5. Remove and properly dispose of all debris from cleaning and surface preparations.
 - 1. All sanitary waste may be disposed of at the City Wastewater Treatment Plant at 501 Iberia Street. There is a designated discharge point at the City's plant for such waste. All other demolition materials will become the Contactor's property and are to be legally disposed. The City will not charge for sanitary waste disposal at the designated point at the plant. ▲
- E. Stop Infiltration:
 - 1. Stop Active Leaks with patching material or infiltration control materials requirements described under paragraph 2.07.A applied according to manufacturer's instructions. Install deep weep holes as required to localize infiltration during application of patching materials. Plug weep holes after application with infiltration control material before applying liner materials.
 - 2. Severe Infiltration Control:
 - a. Severe infiltrations conditions shall be established in the approved assessment report submittal referenced in paragraph 1.13.A/B.
 - b. Exterior chemical curtain grouting shall be used to stop severe infiltrations.
 - c. Only use manufacturer recommended and approved grouting materials that meet the requirements of paragraphs 2.04 and 2.05.
 - d. Grouting shall be performed by manufacturer certified applicators and in strict accordance to their installation instructions. Refer to paragraph 3.04 for further grouting requirements.
- F. Patching:
 - 1. All large holes or voids around joints, or pipes and all spalled areas and all holes caused by missing or cracked brick shall be patched.
 - 2. All missing mortar shall be repointed using a non-shrink patching mortar.
 - 3. All cracked or disintegrated material shall be removed from the area to be patched or repointed, exposing a sound subbase.



22

4. All cracks not subject to movement and greater than 1/16-inch in width shall be routed out to a minimum width and depth of 1/2-inch and patched with non-shrink rapid setting mortar suitable for exposures in Sanitary wastewater manholes meeting product requirements of article 2.06.
- G. Flow Control:
1. The Contractor shall be responsible for plugging or diverting the flow of sewage as needed for approved manhole rehabilitations.
- H. Inverts and benches.
1. Remove all loose grout and rubble from existing channel.
 2. Rebuild channel if required by reshaping and repairing slope of shelves or benches.
 3. Work shall include aligning inflow and outflow ports in such a manner as to prevent the deposition of solids at the transition point.
 4. All inverts shall follow the grades of the pipe entering the manhole.
 5. Changes in direction of the sewer and entering branch or branches shall have a true curve with the largest possible radius and shall be shaped to allow easy entrance of maintenance equipment including buckets or T.V. camera.
- I. Lining System.
1. Each lining system shall be installed in accordance with the manufacturer's recommendation to withstand groundwater pressures.
 2. For manholes greater than 12-feet in depth, the lining shall withstand the pressures associated with a groundwater depth equal to the manhole depth.
 3. Linings for all other manholes shall withstand the pressures associated with groundwater depth of 12-feet.
 4. Measure groundwater depth from manhole bench to top of ground surface.
 5. Application of products shall be by factory/manufacturer certified applicators.
 6. Spray equipment shall be specifically designed to accurately ratio and apply the lining/coating product.
 7. Equipment shall be in proper working order and shall be as recommended by the product manufacturer.
 8. Subsequent top coating or additional coats shall occur within the product's recoat time. Additional surface preparation procedures will be required if this recoat time is exceeded. The product manufacturer's re-coat time for the specific application, based on temperature and project conditions, and shall be strictly followed by the CONTRACTOR.
 9. Edges, corners, crevices, welds, and bolts shall be given a brush coat (stripe coat) for each coating. The stripe coat shall be applied by a brush and worked in both directions. Special attention shall be given to filling all crevices with coating.

3.05 CHEMICAL GROUT

- A. Grouting shall be applied to a manhole for the purpose of eliminating infiltration prior to application of a lining, coating or other structural rehabilitation component.
- B. Grout types and longevity in different soil conditions must be verified through the grout manufacture.
- C. Provide 48-hour notice to the City prior to start of work for equipment testing.
- D. Prevent material from entering gravity sewer collection system.
- E. Demonstrate acceptable grout volumetric measuring technique.



Handwritten mark or signature.

- F. Adjust chemical mixing ratios required for the specific application.
- G. Do not block pipes entering/exiting manhole with grout. Use a camera or mirror to confirm pipes are not blocked.
- H. Do not damage manhole structure during operations. Repair damage as directed by the City.
- I. Manhole Sealing: Follow ASTM F2414 and as specified herein.
- J. Brick Manholes.
 - 1. Drill grout injection holes in the manhole in strategic locations to re-direct flow coming through cracks and other defects in the wall, or to seal the entire exterior surface of the manhole, shall be in accordance with the recommendations of the grout manufacturer.
 - 2. Grout shall be injected through the drilled holes using the recommended probe and applying pressures that will effectively inject the grout but, not cause damage to the manhole structure or surrounding area.
 - 3. Injection holes shall be cleaned and patched as recommended by the manufacturer.
- K. Precast Manholes
 - 1. Seal pipe connections as specified by drilling between the pipe and manhole opening and injecting grout.
 - 2. At precast joints inject grout through holes drilled at leaking joint.
- L. Acceptance will be by visual inspection. Drips or running water will not be accepted. Damp spots will be accepted provided that if a cloth towel is rubbed on the surface there will be no transfer of water to the towel and the towel will not be damp/wet.

3.07 REPAIRING/REPLACING INVERT, BENCH

- A. Construct invert channels to provide a smooth flow transition waterway with no disruption of flow at pipe-manhole connections.
- B. Invert and bench to meet layout in City of St. Augustine Public Works Department applicable sanitary sewer manhole details. In form the City if existing manhole and pipe penetrations will not allow for the invert and/or bench to be replaced according to these details. The City will provide direction on how to proceed with the replacement.
- C. Materials used for repair or replacement shall be as approved in the product submittals and include the manufacturers written instructions.
- D. Preparation of the surface on which the repair or replacement is to be made is to be in accordance with the submitted and approved written instructions from the product manufacturer.

3.08 SPRAY APPLICATION OF THE CEMENTITIOUS MATERIAL

- A. Material hose shall be coupled to an low-velocity spray application nozzle. Pumping of the material shall commence, and the mortar shall be atomized by the introduction of air at the nozzle, creating a low-velocity spray pattern for material application.



Handwritten mark or signature.

- B. Spraying shall be performed by starting at the manhole invert and progressing up the wall to the corbel and chimney areas.
- C. Material shall be applied to a specified uniform minimum thickness no less than 2-inches. Material shall be applied to the bench area in such a manner as to provide for proper drainage without ponding.

3.09 SPRAY APPLIED LIGHT-WEIGHT STRUCTURAL REINFORCED CEMENT

- A. The surface prior to spraying shall be damp without noticeable free water droplets or running water.
- B. Materials shall be spray-applied to a minimum uniform thickness to ensure that all cracks, crevices, and voids are filled, and a somewhat smooth surface remains after light troweling. The light troweling is performed to compact the material into voids and to set the bond.
- C. The first application shall have begun to take an initial set (disappearance of surface sheen, which could be 15-minutes to 1-hour depending upon ambient conditions) before the second application to assure a minimum total finished thickness of 1/2-inch. The final finished thickness may need to be greater than 1/2-inch as recommended by the manufacturer to withstand groundwater pressures. A depth gauge shall be used during application, at various locations, to verify the required thickness. The surface then shall be troweled to smooth finish with care taken not to over trowel to bring additional water to the surface and weaken it. Manufacturer's recommendations shall be followed whenever more than 24-hours have elapsed between applications.
- D. The bench covers used to catch debris shall be removed and the bench and invert sprayed such that a gradual slope is produced from the walls to the invert with the thickness at the edge of the invert being no less than 1/2-inch. The wall-bench intersection shall be rounded to a uniform radius the full circumference of the intersection.
- E. No application shall be made to frozen surfaces or if freezing is expected to occur within the manhole for 24-hours after application. If ambient temperatures are in excess of 95°F, precautions shall be taken to keep the mix temperature at time of application below 90°F, using ice if necessary.
- F. The final application shall have a minimum of 4-hours cure time before being subjected to active flow.

3.10 CENTRIFUGAL SPIN CASTING APPLICATION OF THE CEMENTITIOUS MATERIAL:

- A. Material hose shall be coupled to a high-speed rotating applicator device. The rotating casting applicator shall then be positioned within the center of the manhole at either the top of the manhole chimney or the lowest point elevation corresponding to the junction of the manhole bench and walls.
- B. The high-speed rotating applicator shall then be initialized, and pumping of the material shall commence. As the mortar begins to be centrifugally cast evenly around the interior of the manhole, the rotating applicator head shall be raised and/or lowered at a controlled retrieval speed conducive to providing a uniform material thickness on the manhole walls.
- C. Controlled multiple passes are then made until the specified minimum finished thickness is attained. If the procedure is interrupted for any reason, simply arrest the retrieval of the applicator head until flows are recommenced.



R

- D. Material thickness may be verified at any point with a depth gauge and shall be no less than a uniform 2-inches. If additional material is required at any level, the rotating applicator head shall be placed at that level and application shall recommence until that area is thickened.

3.11 CENTRIFUGALLY CAST STRUCTURAL REINFORCED CEMENT

- A. Application procedures shall conform to the recommendations of the manufacturer.
- B. The rotating casting applicator shall be positioned to evenly apply the material and be withdrawn at a rate to assure a final minimum thickness of 1-inch. The final finished thickness may need to be greater than 1-inch as recommended by the manufacturer to withstand groundwater pressures. A depth gauge shall be used during application, at various locations to verify the required thickness.
- C. The bench covers used to catch debris shall be removed and the bench and invert sprayed, or hand applied so that a gradual slope is produced from the walls to the invert with the thickness at the edge of the invert being no less than 1/2-inch. The wall-bench intersection shall be rounded to a uniform radius the full circumference of the intersection.
- D. No application shall be made to frozen surfaces or if freezing is expected to occur within the manhole for 24-hours after application. If ambient temperatures are in excess of 95°F, precautions shall be taken to keep the mix temperature at time of application below 90°F.
- E. The final application shall have a minimum of 1-hour cure time as recommended by the manufacturer before being subjected to active flow.

3.12 SPRAYED APPLIED EPOXY RESIN SYSTEM

- A. Application procedures shall conform to the recommendations of the manufacturer.
- B. The epoxy resin shall be sprayed onto the surfaces of the manhole walls, benches, and inverts to produce a smooth coating and yield the required structural integrity and corrosion resistance. A depth gauge shall be used during application at various locations to verify the required thickness.
- C. The epoxy resin shall be applied to a minimum thickness of 0.125-inches (125-mils) at the top of the manhole and gradually thickened in accordance with manufacturer's recommendations to withstand groundwater pressures. The application shall have a minimum cure time as recommended by the manufacturer before being subjected to active flow.
- D. The sloped surface of the manhole bench shall be made non-skid by broadcasting aluminum oxide or sand into the surface prior to gelatin/set.

3.13 MULTI-COMPONENT LINER SYSTEM

- A. Application procedures shall conform to the recommendations of the manufacturer.



2

- B. The liner system shall be sprayed onto the surfaces of the manhole walls, benches, and inverts to produce a smooth surface. The spray equipment shall be specifically designed to accurately ratio and apply the liner system.
- C. Final installation shall be a minimum of 500-mils.
- D. The application shall have a minimum cure time as recommended by the manufacturer before being subjected to active flow.

3.14 MANHOLE LINER AND COATING REPAIR/REPLACEMENT

- A. Occasionally installation of will result in the need to repair or replace a defective Manhole Liner. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the Manhole Liner. Repair/replacement procedures shall be accordance with the Manhole Liner manufacturer's recommendations and shall be submitted as part of the PWS.
- B. Defects in the installed Manhole Liner that will not affect the operation and long-term life of the product shall be identified and defined.
- C. Repairable defects that may occur in the installed Manhole Liner shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- D. Un-repairable defects that may occur to the Manhole Liner shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the Manhole Liner.

3.15 SANITARY SEWER MAIN AND LATERAL CONNECTIONS TO MANHOLES

- A. Sanitary sewer lateral connections to rehabilitated manholes shall be reinstated to provide a seamless, leak free, and unobstructed flow connection between the new manhole lining or coating system and the lateral connections.
- B. Connections are to be sealed during repairs or reconstruction of manhole base and invert.
- C. Infiltration between connecting mains, laterals and manhole invert/base/walls shall follow the requirements of paragraph 3.05.E.

3.16 CHIMNEY SEALS

- A. The Contractor is responsible for contacting the manufacturer for specific cure times of substrate materials prior to applying the chimney seal product.
- B. Prior to surface preparation, infiltration shall be stopped by using a material which is compatible with the repair products and is suitable for top coating with the recommended coating product. The manufacturer shall verify the product compatibility, in writing, to the City.
- C. Surface preparation by manufacturers approved method shall remove oils, grease, existing coatings, wax, loose debris, curing compounds, rust, efflorescence, sealers, salt, or other contaminants which may affect the performance and adhesion to the chimney seal to the substrate.



0

- D. Application procedures shall conform to the recommendations of the product manufacturer, including environmental conditions, surface preparation, product mixing, handling, application and cure time.
- E. Chimney seals, paragraph 2.12, shall include sealing the manhole cover frame.

3.17 RING CASTING SEALS

- A. The Contractor shall furnish all material, equipment, tools and labor for the application of a ring casting seal to form a bond between the ring casting and grade adjustment ring or cone.
- B. Preparation and installation shall be in accordance with the manufacturer's recommendations.

3.18 PRECAST CONCRETE JOINT SEALS

- A. See section 2.12 for preparation, mixing, insertion and cleanout if grout is selected and approved for use.
- B. Follow the instructions of the product manufacturer for surface preparation and installation of a mechanical surface seal if selected and approved for use.

3.19 MANHOLE RING AND COVER

- A. Replacing manhole ring and cover.
 - 1. The manhole ring and cover shall be manufactured and installed to match the existing chimney or cone.
 - 2. The manhole casting shall be smooth, true to pattern and free from projections, sand holes or defects. The machine bearing surfaces of the frame and cover shall have even bearing.
 - 3. Mounting surfaces shall be prepared in accordance with the bedding materials manufacturer's instructions.
 - 4. The casting shall be fully bedded in mortar with adjustment brick courses placed between the frame and manhole.
 - 5. The bedding mortar shall be non-shrink and inert to corrosion deterioration.
 - 6. Top of the manhole castings located in pavement, shouldered areas and sidewalks shall be set flush with grade and in the plane of the paved surface. Top of manhole castings located outside of these areas shall be placed 2" above grade prior to sodding.

3.20 RAISING OF EXISTING MANHOLE FRAME AND COVER.

- A. Existing manholes that are below the grade described in article 3.19.A.6 shall be raised to meet this requirement.
- B. The exterior of the adjustment rings shall be given two coats of waterproofing material, CS-55 by Concrete Sealants, Inc. or approved equal. Do not coat the mating surfaces of the rings.
- C. Grade ring height may be a nominal 12" vertical adjustment with a maximum of 18".



Bl

D. Bedding mortar to be in accordance with article 2.14.A.

3.21 INFLOW DISHES

- A. The manhole frame shall be cleaned of all dirt and debris before placing the manhole insert on the rim.
- B. The insert shall be installed in compliance with the submitted and accepted manufacturer’s recommendations. The insert shall be fully seated around the manhole frame rim to prevent water from infiltrating between the cover and manhole frame rim and shall not impede the proper seating of the manhole cover.
- C. Locations where these no metallic inflow dishes are to be installed will be designated by the City.

3.22 MANHOLE LID SEALS



- A. Seals to be installed in accordance with the manufacturer’s instructions.
- B. As a minimum the frame surfaces where the seal is to be installed are to be wire brushed in preparation to install seal.
- C. Verify lid/frame surfaces true and allow proper compression of the lid seal.

3.23 MANHOLE REHABILITATION ACCEPTANCE

- A. After all rehabilitation work has been completed, the manholes shall be visually inspected for leakage and tested by the Contractor as applicable to the rehabilitation’s procedures applied to the respective manhole in the presence of the City and found to be acceptable.
- B. Coatings shall be free of pinholes and hollow spots/voids and other defects that will reduce the service life of the applied system. Definition of defects will be as defined by the coating manufacturer.
- C. Film thickness measurements will be based on the surface area covered and volume of coating applied. This thickness will then be verified via spark testing with the voltage setting adjusted to indicate thickness deficiencies. ▲
- D. Holiday Detection Test (Spark Testing) to identify pinholes, thin material and any defects that will affect the life and performance of the install coating/lining if applicable.
- E. Adhesion Testing:
 - 1. A minimum of 10% of the manholes coated shall be tested for adhesion/bond of the coating to the substrate. Testing shall be conducted in accordance with ASTM D4541, ASTM D7234, or NACE SPO18. The City shall select the manholes to be tested.
 - 2. Adhesion testing does not apply to Sprayroq Spraywall lining.
- F. If properties tested do not meet minimum requirements, the system or product shall be repaired or replaced by the contractor, at no cost to the City.
- G. Photographic Inspections of post-rehabilitation condition of manhole.
 - 1. Refer to section 02764 for photographic inspection requirements.
 - 2. Submit post photographic inspections to the City within 10 calendar days.
- H. Cementitious Material Property Testing
 - 1. Applies to cementitious repairs only. The purpose of this testing is used to confirm compliance with property requirements described in the under Part 2, Products. ▲




Handwritten mark

- 2. One 2 x 2-inch sample cube shall be taken for each manhole where this material was applied. Samples shall be formed using the application method used for the rehabilitation. The sample cube will be sent to an independent testing lab approved by the City and tested for compression strength as described in ASTM C-109.
- I. Frame Sealing Test 
 - 1. Leakage test – Following the expansion of the lower band a quality assurance test shall be performed to ensure effective sealing by pulling the upper section of the seal or extension inward to create a recess behind the seal where water can be poured. Pour the water behind the seal and observe the lower sealing area for any visible leaks. The sealing shall be considered effective if no water leaks from behind the seal at the lower sealing area.
- J. Visual inspection.
- K. Cover Sealing Test
 - 1. The sealed manhole covers shall be visually inspected to ensure that the bearing surface was properly cleaned and that products were properly sized and installed according to the manufacturer’s instructions.
 - 2. Water shall be poured filling the opening between the frame and cover. If the water level in the gap remains constant the seal is acceptable. If the water leaks into the manhole the seal needs to be cleaned, adjusted, or replaced. 
- L. After the manhole rehabilitation work has been completed, the manhole shall be inspected by the Contractor in the presence of the City and the work shall be accepted if found satisfactory to the City. No evidence of visible leaks shall be allowed. Non-uniformity, sagging, lamination, holidays or other defects will be cause for rejection of the coating. All surfaces shall be tested for the presence of holidays and pinholes via spark testing at 100-volts per millimeter. The Contractor shall provide the testing equipment and perform the testing in the presence of the City. Any holidays or pinholes found during the testing shall be repaired and the surface re-tested until the surfaces are completely free of holidays and pinholes.

3.24 CLEANUP

- A. After the installation work has been completed and the testing is acceptable, the Contractor shall clean up the entire project area. The Contractor shall dispose of all excess material and debris. The work area shall be left in a condition equal to or better than the prior condition.

3.25 WARRANTY

- A. The Contractor shall guarantee materials and workmanship to be free from defects for a warranty period of 5-years from the date of final payment is approved by the City.
- B. If at any time during the warranty period any leakage, cracking, or other discontinuity is identified and is attributable to this guarantee, the Contractor shall remove and replace or repair the failed item with new material at no cost to the City. No field repair shall be approved. This defect shall be repaired or replaced within (4) weeks from the date of defect notification to the contractor at no additional cost to the City. 



Handwritten mark

- C. The Contractor shall be responsible for all required replacement or repair costs associated with a rehabilitated item during the warranty period including all cost associated with backups, maintenance of traffic, and all other property damage.
- D. Furnish an extended warranty for manhole rehabilitation materials from the Contractor and liner manufacturer for a total of 5-years from date of final completion.
- E. Warranty Inspections
 - 1. Conduct visual inspection prior to the expiration of warranty to determine integrity of rehabilitation materials and water-tightness.
 - a. Contractor to accompany City on these inspections.
 - b. Inspect a minimum of 25% of manholes rehabilitated at locations selected by the City. If more than one manhole fails warranty inspection, inspect all manholes that had the same rehabilitation performed on the work order.
- F. All subsequent maintenance and inspections on the manholes that were rehabilitated under a respective work order shall photographically document the manhole condition before and after such work. Maintenance may include CIPP lining, cleaning, or CCTV inspections of connected mains. CIPP lining may be full segment liners or sectional main or lateral liners. The record photos will include the date and time of the work. The photo records will be made available to the Contractor upon request.

PART 4 - METHOD OF MEASUREMENT AND PAYMENT CLARIFICATIONS:

4.01 Unit Pricing:

- A. Manhole & Structure Resin Based Lining unit price line items A.1 through A.8 includes light surface preparation (filling barrel joints patching a couple of bug holes and similar), and resources for application and finishing.
 - i. If the structure needs further surface preparation due to exposed wire, brick manholes, covering of an existing liner or rebuilding walls then unit price line item B.15 will apply for surface preparation.
 - ii. Unit price line item B.15 will also apply for brick manholes and rehabilitation from high H₂S gas for patching and profile. Cleaning, unit price line item C.32 is not included in line items A.1 through A.12.
 - iii. These line items also include lining of the cone/corbels of manholes.
 - iv. Selection of the thickness of lining will apply where there are structural deficiencies and where there is a highwater table. The increased thickness is applied to restore the load capacity of the structure.
- B. Manhole & Structure Resin Based Lining unit price line items A.9 through A.12 apply for lining of square sanitary and stormwater structures and lining of manhole benches.
- C. Unit price line item 13 include all work required to remove lining systems in existing manholes or lift station wet wells with exception to lining covered in line item 14.
- D. Unit price line item 14 include all work required to remove T-lock, Epoxy or Polyurea type liners from existing manholes or wet wells.



- E. Unit price line item B.16 covers chemical grout use for infiltration control. This line includes use of BASF MasterRoc polyurethane grouts.
- F. Unit price line item B.17, Sand Blasting will apply for road oil removal in stormwater structures and grease traps as well and manhole ring and cover castings.
- G. Unit price line item B.18, Bench and Invert Channel Repair. Units apply to the linear feet of the manhole diameter.
- H. Unit price line items B.18 and B.19 cover manhole chimney repairs and replacement.
- I. Unit price line item B.21 applies to manhole chimney and ring casting coating seals.
- J. Unit price line item B.22 – 25 cover replacement of manhole ring and covers.
- K. Unit price line item C.26 covers raising and leveling manhole frame and cover up to 4” in paved areas.
- L. Unit price line item C.27 covers installation of manhole cover lid and pick hole seals.
- M. Unit price line item C.28 – 31 covers providing and installing rainwater manhole cover protectors.
- N. Unit Price line items under section E will apply when there is a need to raise manhole ring and covers greater than 4” (inches).
- O. Unit price line item C.32 applies to Sanitary Manholes.
- P. Unit price line item C.33 applies to lift stations and junction boxes. The unit price**
- Q. Unit price line items C.34 and 35 document the pre-work and post work conditions.
- R. Unit price line item C.36 covers mobilization costs for manhole, lift station and storm water structures inspections.
- S. Unit price line items C.37 includes level 1 general condition assessment of a manhole. ▲
- T. Unit price line item C.38 includes level 2 detailed assessment of a manholes condition for defining recommended rehabilitations and includes 360-degree flat paper of the video.
- U. Unit price line item C.39 and 40 include all work and documentation for NASSCO level 1 and level 2 Inspections of sanitary lift station wet wells and similarly sized structures. ▲
- V. Unit price line items C.41 – 43 cover costs for cleaning sanitary manholes, stormwater structures and lift station wet wells for inspections.
- W. Unit price line item C.61 and 62 requires a floating scanner for determining surface damage inside of a Box Culvert.
- X. Unit price line item C.75 GPS mapping of manholes**
- Y. Unit price line item C.76 – C.79 includes the cost for renting pipe plugs.
- Z. Unit price line items D.82 and 83 includes necessary MOT index for a typical single lane closure, signage, flagmen and accessories for each proposed structure.
- AA. Unit price line item D.84 covers residential MOT which covers typical road work ahead signage and flagmen for needed areas. This line item may cover MOT that covers multiple structures.



- BB. Unit price line item C.85 and 86 cover regular or emergency mobilization costs for a 4-man crew for rehabilitation work.
- CC. Unit price line item C.87 covers the per diem cost for a 4-man crew to perform rehabilitations.
- DD. Unit price line items E.88 and 89 will include invoiced services to perform bypassing functions. The services required will be covered in each proposal. Reference Section 01516 for Scope of Work.
- EE. Unit price line item E89 will include costs for provide off-duty uniformed police officers to direct and maintain traffic on FDOT and St. Johns County roads. This item is in reference to Section 01570.1.02.E. ▲
- FF. Unit price line item E93 will include costs for replacement of fencing, hedges and shrubs that were removed to facilitate the work.
- GG. Unit price line item E91 bypass plug.**
- HH. Unit price line items E.91 through 93 cost items will be pre-approved by the Work Order Manager.

END OF SECTION



02

EXHIBIT B - INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

**If applicable, the following additional coverage may be required, depending upon the nature of the Work.

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits..

**EXHIBIT C – SAMPLE WORK ORDER
WORK ORDER AUTHORIZATION**

Contract Number: _____ **Contract Name:** _____

Work Order Number: _____ **Project Name:** _____

Encumbrance Number: _____

Work Order Amount: _____

To: _____

From: _____, Project Manager

Work Order Manager:

Name: _____

Phone: _____

Email: _____

Description of Work: All work shall be accomplished in accordance with the attached Scope of Work, Exhibit "A" – Scope of Work. Invoices shall reference the Contract Number, Work Order Number and Encumbrance number; include the information required; and be submitted to the Project Manager.

Special note: _____

Commencement Date: Work is authorized to proceed on the date this Work Order is executed by the City. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the City.

Completion Date: All work pursuant to this Work Order shall be completed by (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current City fiscal year, ending on September 30, 20 .

Department Director:

Date

Contractor

Date

ATTACHMENT #1 - REQUIREMENTS FOR: 2 CFR PART 200 APPENDIX II**1. Equal Employment Opportunity.**

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency

may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

2. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the

requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (2) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

3. Contract Work Hours and Safety Standards Act

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with

the clauses set forth in paragraphs (1) through (4) of this section.”

4. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

5. Clean Air Act & Federal Water Pollution Control Act

The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

7. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

8. Procurement of Recovered Materials

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

9. Additional FEMA Requirements

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which

are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

10. DHS Seal, Logo, and Flags

- a. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. Compliance with Federal Law, Regulations, and Executive Orders

- a. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. No Obligation by Federal Government

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

ATTACHMENT #2 - REQUIREMENTS FOR HUD 24 CFR 85.36**1. Compliance with Clean Air Act, Clean Water Act and Environmental Protection Agency regulations**

Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

2. Mandatory standards and policies with Energy Policy and Conservation Act

Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

ATTACHMENT #3 - ADDITIONAL REQUIREMENTS

1. Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

I. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

II. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- (a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.
- (b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- (c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- (d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

ATTACHMENT #4 – DAVID-BACON WAGE DECISIONS

EXHIBIT D – UNIT PRICE SCHEDULE

Item No.	Description	Unit	Unit Price
A – MANHOLE & STRUCTURES COATING - POLYURETHANE			
1	Manhole Protective Resin Based Lining 48" Diameter 1/8" Minimum Thickness	VF	\$328.00
2	Manhole Structural Resin Based Lining 48" Diameter 1/4" Minimum Thickness	VF	\$376.00
3	Manhole Structural Resin Based Lining 48" Diameter 1/2" Minimum Thickness	VF	\$521.00
4	Manhole Structural Resin Based Lining 48" Diameter 1" Minimum Thickness	VF	\$811.00
5	Manhole Protective Resin Based Lining 60" Diameter 1/8" Minimum Thickness	VF	\$410.00
6	Manhole Structural Resin Based Lining 60" Diameter 1/4" Minimum Thickness	VF	\$470.00
7	Manhole Structural Resin Based Lining 60" Diameter 1/2" Minimum Thickness	VF	\$651.25
8	Manhole Structural Resin Based Lining 60" Diameter 1" Minimum Thickness	VF	\$1,013.75
9	Structure / Manhole Protective Resin Based Lining 1/8" Minimum Thickness	SF	\$26.50
10	Structure / Manhole Structural Resin Based Lining 1/4" Minimum Thickness	SF	\$31.00
11	Structure / Manhole Structural Resin Based Lining 1/2" Minimum Thickness	SF	\$42.00
12	Structure / Manhole Structural Resin Based Lining 1" Minimum Thickness	SF	\$65.00
B – MANHOLE & STRUCTURES REPAIR			
13	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock Epoxy or Polyurea Liners)	SF	\$9.00
14	Removal of Existing Manhole or Wetwell T-Lock, Epoxy or Polyurea Liners	SF	\$22.00
15	Patching & Profiling - Cementitious Grout Only	SF	\$12.00
16	Infiltration Control - Chemical Grout	GAL	\$125.00
17	Surface Preparation - Sand Blasting	SF	\$10.00
18	Bench and Invert Channel Repair	LF	\$225.00
19	Chimney Repairs	VF	\$225.00
20	Chimney Replacement	VF	\$675.00
21	Chimney sealing (Construction Joint at Ring and Cover)	EA	\$285.00
22	Manhole Rim & Cover Replacement (STD 24" Diameter) - Paved Areas	EA	\$1,150.00
23	Manhole Rim & Cover Replacement (STD 24" Diameter) - Grassed Areas	EA	\$950.00
24	Manhole Rim & Cover Replacement (3PC COSA DETAIL SS1)- Paved Areas	EA	\$1,550.00
25	Manhole Rim & Cover Replacement (3PC COSA DETAIL SS1)- Grassed Areas	EA	\$1,250.00
26	Raise / Re-Level Existing Frame and Cover for Street Adjustment (up to 4")	EA	\$600.00
27	Provide and Install Manhole Cover lid & Pick Hole seals	EA	\$275.00
28	Install Rain Water Protector STD 24" Stainless	EA	\$365.00
29	Install Rain Water Protector Large 31.5" Stainless	EA	\$485.00
30	Install Rain Water Protector STD 24" HDPE	EA	\$135.00

31	Install Rain Water Protector Large 31.5" HDPE	EA	\$190.00
C. CLEANING, TELEVISIONING AND ASSISSMENT			
32	Cleaning Manholes for Rehabilitation	EA	\$150.00
33	Cleaning Structures for Rehabilitation	EA	\$1,000.00
34	Pre and Post Photographs(USB) Manholes for Rehabilitation	EA	\$150.00
35	Pre and Post Photographs(USB) Structures for Rehabilitation	EA	\$300.00
36	Mobilization (Inspection only)	WK	\$1,500.00
37	Manhole Inspection Level 1	EA	\$125.00
38	Manhole Inspection Level 2	EA	\$185.00
39	Structure (Wet Well) Inspection Level 1	EA	\$1,300.00
40	Structure (Wet Well) Inspection Level 2 (Includes scan)	EA	\$1,750.00
41	Cleaning Sewer Manholes (CCTV purposes only)	EA	\$45.00
42	Cleaning Stormwater Structures (CCTV purposes only)	EA	\$65.00
43	Cleaning Wetwells (CCTV / Inspection purposes only)	EA	\$600.00
44	Light Storm Drain Cleaning From ROW (Right of way) 8"-10"	LF	\$4.75
45	Light Storm Drain Cleaning From ROW (Right of way) 12"-15"	LF	\$8.25
46	Light Storm Drain Cleaning From ROW (Right of way) 16"-24"	LF	\$12.25
47	Light Storm Drain Cleaning From ROW (Right of way) 30"-36"	LF	\$29.00
48	Light Storm Drain Cleaning From Side and Rear Easements 8"-10"	LF	\$9.40
49	Light Storm Drain Cleaning From Side and Rear Easements 12"-15"	LF	\$16.40
50	Light Storm Drain Cleaning From Side and Rear Easements 16"-24"	LF	\$24.75
51	Light Storm Drain Cleaning From Side and Rear Easements 30"-36"	LF	\$58.50
52	Increase for "Medium" cleaning of storm drain to above line items 44-51	LF	\$1.75
53	Increase for "Heavy" cleaning of storm drain to above line items 44-51	LF	\$3.50
54	Storm Drain CCTV 8" - 10"	LF	\$3.75
55	Storm Drain CCTV 12" - 18"	LF	\$3.75
56	Storm Drain CCTV 18 - 24"	LF	\$3.75
57	Storm Drain CCTV 24" - 30"	LF	\$3.75
58	Storm Drain CCTV 30" - 42"	LF	\$3.75
59	Storm Drain CCTV 42" - 54"	LF	\$3.75
60	Storm Drain CCTV 54" - 66"	LF	\$3.75
61	Box Culvert Top Scan	LF	\$10.50
62	Box Culvert Bottom Debris Mapping scan	LF	\$5.50
63	CCTV Sanitary pipe inspection - Includes light cleaning 8"-10" Diameter	LF	\$3.00
64	CCTV Sanitary pipe inspection - includes light cleaning 12"-15" Diameter	LF	\$3.25
65	CCTV Sanitary pipe inspection - includes light cleaning 16"-24" Diameter	LF	\$6.50
66	Dye Testing of Sewer	EA	\$850.00
67	Dye Flooding of Sewer	EA	\$1,250.00
68	Wastewater Flow Monitoring Equipment Rental and Installation in existing Structures	EA	\$2,750.00
69	Wastewater Flow Monitoring Monitoring and Maintenance	EA / Month	\$650.00

70	Rainfall Monitoring Equipment Rental and Installation in existing Structures	EA	\$850.00
71	Rainfall Monitoring Monitoring and Maintenance	EA / Month	\$300.00
72	Line cleaning / Jetting for Sanitary	LF	\$3.25
73	Increase for "Medium" cleaning of sanitary sewer line, ADD to above line item 72	LF	\$1.25
74	Increase for "Heavy" cleaning of sanitary sewer line, ADD to above line item 72	LF	\$2.50
75	GPS Mapping of Requested Manholes	EA	\$150.00
D – ANCILLARY SERVICES			
76	Plug Rental 6" - 10"	DAY	\$125.00
77	Plug Rental 10" - 16"	DAY	\$150.00
78	Plug Rental 16" - 24"	DAY	\$200.00
79	Plug Rental 24" - 36"	DAY	\$250.00
80	Bypass Pumper Truck	HOUR	\$325.00
81	Bypass Vac-Truck	HOUR	\$325.00
82	Maintenance of Traffic (MOT) -Arterial (single lane closure)	EA	\$1,250.00
83	Maintenance of Traffic (MOT) - FDOT (single lane closure)	EA	\$1,500.00
84	Maintenance of Traffic (MOT) - Neighborhood (Simple MOT including Flagmen)	EA	\$600.00
85	Mobilization Standard (per Crew)	WK	\$2,450.00
86	Mobilization Emergency (per crew)	EA	\$3,750.00
87	Meals/Hotel/Lodging (per crew)	DAY	\$600.00
E – COST OF INVOICE PLUS OH/P ON MISCELLANEOUS SERVICES. City to authorize use of these items			
88	Bypass Pumping Services		15% OH/P
89	Maintenance of Traffic CUSTOM INDEX		15% OH/P
90	Bypassing Plug (HAVE TO ORDER)		15% OH/P
91	Miscellaneous / Unexpected Materials or Services		15% OH/P
92	Extra / Miscellaneous		15% OH/P
93	Extra / Miscellaneous		15% OH/P
BOND AMOUNT			
94	Bond amount calculated at 3% of total bid Price 1	3%	

CONFORMED 09-16-2020

**FIRST RENEWAL OF THE AGREEMENT BETWEEN
THE CITY OF ST. AUGUSTINE
AND ENGINEERED SPRAY SOLUTIONS LLC FOR SANITARY SEWER MANHOLE
INSPECTIONS AND REHABILITATION PROJECT**

THIS RENEWAL AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the "City"), whose mailing address is P. O. Box 210, St. Augustine, Florida 32085, and ENGINEERED SPRAY SOLUTIONS LLC, ("Contractor"), whose address is 1306 Banana Road, Lakeland, Florida 33810.

The City entered into an Agreement with Contractor on October 9, 2020 for Sanitary Sewer Manhole Inspections and Rehabilitation Project for a term ending on September 30, 2021. The Agreement included the option to renew up to four (4) consecutive years. The City and Contractor now desire to renew the Agreement for an additional two (2) year term, October 1, 2021 through September 30, 2023 (Renewal #1).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree to the following:

1. The Agreement, Contract No. PW2020-05, is renewed for an additional two (2) year term beginning October 1, 2021 and ending September 30, 2023. For satisfactory performance of the Work outlined in the Contract during this additional term period, the City agrees to pay Contractor in accordance with the Agreement's Cost Schedule.

2. **EMPLOYMENT ELIGIBILITY.** Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

All other terms and conditions of the Agreement are hereby ratified and continue in full force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name:

Darlene Malambo

By:

[Signature]

Printed Name:

John P. Regan

Title: City Manager

Date:

8/11/21

(SEAL)



ENGINEERED SPRAY SOLUTIONS LLC

Signed, sealed and delivered
in the presence of:

Witness

[Signature]

By:

[Signature]

Printed Name:

Lewis G. Cowan

Title:

COO & OWNER

Date:

8-3-2021

Witness

[Signature]

Printed Name:

Jessica Morates

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]

Isabelle C. Lopez, City Attorney

**CONTRACT REQUEST FORM
RFB, RFP, RFQ**

The information below is required and should be submitted to the Division of Purchasing to initiate a new solicitation and contract renewal. Please complete this form, attach all appropriate documents pertaining to the project, and submit to Purchasing.

Is this a New or Existing Contract? Existing Contract # PW2020-05 Existing (PO) # NA

Project Name: Sanitary Sewer Manhole Inspections and Rehabilitation Project

Project Manager: James Wheeler

Project Team (RFP & RFQ only): NA

Estimated Project Start date: 10-01-2021

Estimated Project Completion Date: 09-30-2023

Project Budget: NA

Project Accounting Code: NA

Procurement Type: _____ Action Type: Renewal __#1

Annual or Continuing Services Contract? Yes No Work Order based? Yes No

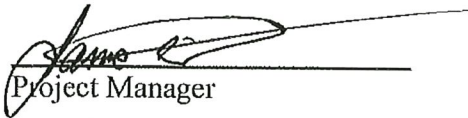
Attach Project Scope of Work AND Specifications. Follow up with electronic copy.

Pre-Bid/Pre-Proposal _

Mandatory - _

Bid Bond _

Performance and Payment Bond - _


Project Manager

07-02-2021
Date

Reuben Franklin
Reuben Franklin (Jul 7, 2021 12:05 EDT)
Department Director

Jul 7, 2021
Date

Finance Director

Date






Renewal #1 to Contract PW2020-05 for Sanitary Sewer Manhole Inspection and Rehabilitation.

Final Audit Report

2021-07-07

Created:	2021-07-02
By:	Sharon Whitener (swhitener@citystaug.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL5uXXED4K74tzTlalpFgbAO71QSOhf4a

"Renewal #1 to Contract PW2020-05 for Sanitary Sewer Manhole Inspection and Rehabilitation." History

-  Document created by Sharon Whitener (swhitener@citystaug.com)
2021-07-02 - 12:54:13 PM GMT- IP address: 75.145.62.194
-  Document emailed to Reuben Franklin (rfranklin@citystaug.com) for signature
2021-07-02 - 12:54:34 PM GMT
-  Email viewed by Reuben Franklin (rfranklin@citystaug.com)
2021-07-07 - 4:05:05 PM GMT- IP address: 34.234.215.244
-  Document e-signed by Reuben Franklin (rfranklin@citystaug.com)
Signature Date: 2021-07-07 - 4:05:24 PM GMT - Time Source: server- IP address: 75.145.62.194
-  Agreement completed.
2021-07-07 - 4:05:24 PM GMT

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



In process

ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

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

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

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

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

In Process

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

CONTRACTOR E-VERIFY AFFIDAVIT

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

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

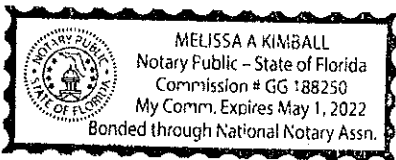
A true and correct copy of Engineered Spray Solutions LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Print Name: James J. Collier
Title: Authorized Rep / Project MGR
Date: 7/13/2021

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of July, 2021 by James J. Collier [name of officer or agent, title of officer or agent] of Engineered Spray Solutions LLC [name of contractor company acknowledging], a FL [state or place of incorporation] corporation, on behalf of the corporation. He is personally known to me or has produced [type of identification] as identification.

[Notary Seal]



[Signature]
Notary Public
Melissa Kimball
Name typed, printed or stamped

My Commission Expires: 5/1/22



Welcome
Jessica Wedge

≡ MENU

Company Information

Company Name

Engineered Spray Solutions LLC

Company ID Number

1194432

Doing Business As (DBA) Name

--

DUNS Number

--

Physical Location

Address 1

1306 Banana Road

Address 2

--

City

Lakeland

State

FL

Zip Code

33810

County

POLK

Mailing Address

Address 1

--

Address 2

--

City

--

State

--

Zip Code

--

Additional Information

Employer Identification Number
474517008

Total Number of Employees
10 to 19

Parent Organization

--

Administrator

--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



Last Login: 07/14/2021 12:23 PM

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

City of Palm Coast, Florida Agenda Item

Agenda Date: September 21, 2021

Department	UTILITY	Amount	\$557,103.00
Item Key	11614	Account	#54029087 063000 84003
Subject	RESOLUTION 2021-XX APPROVING A MASTER SERVICES AGREEMENT WITH HARN R/O SYSTEMS, INC. FOR NANOFILTRATION MEMBRANE REPLACEMENT PROJECT		
Presenter :	Peter Roussell		
Background :	<p><u>UPDATE FROM THE SEPTEMBER 14, 2021 WORKSHOP</u> This item was heard by the City Council at their September 14, 2021 Workshop. There were no changes suggested to this item. The PowerPoint presentation is available in the City Clerk's office.</p> <p><u>ORIGINAL BACKGROUND FROM SEPTEMBER 14, 2021 WORKSHOP</u> The City of Palm Coast Water Treatment Plant No. 2 (WTP#2) is a 7.584 MGD Zero Liquid Discharge facility. The Nano filtration system consists of four trains of pressure vessels in an 18:9 array, with each pressure vessel containing seven Hydranautics ESPA-4LD 400 sq. ft. elements. The existing membranes elements in all four trains have operated effectively for over ten years but have reached the end of their life cycle and need to be replaced. The total purchase of membranes elements will be 763. Out of the 763 membranes, 756 will be replaced and 7 will be on hand as spares.</p> <p>This contract (ITB-UT-21-50) will be for a one time services agreement for the purchase and replacement of the membrane elements. Replacement of the membrane elements falls under the City Council's goals and priorities to make all infrastructure a priority regarding maintenance and performance.</p> <p>In accordance with the City's Purchasing Policy, City staff advertised and solicited bids for the nanofiltration membrane replacement project. The City received one (1) bid which was responsive and responsible. City staff is recommending approving a Master Services Agreement with Harn R/O Systems, Inc. for the membrane replacement project. The project bid overview and notice of intent to award are attached.</p> <p>The contract amount for these services is \$550,276.00 and \$6,827.00 for the Performance Bond, which comes to a total of \$557,103.00. The Fiscal Year 2022 Budget includes \$600,000.00 within Utility to purchase these services.</p>		
SOURCE OF FUNDS WORKSHEET FY 2022			
IMPR-GENERAL PLANT R&R			\$2,600,000.00
Total Expended/Encumbered to Date.....			0.00
Current (WO/Contract).....			557,103.00
Balance.....			\$2,042,897.00

Recommended Action :

ADOPT RESOLUTION 2021-XX APPROVING A MASTER SERVICES AGREEMENT WITH HARN R/O SYSTEMS, INC. FOR THE MEMBRANE REPLACEMENT PROJECT

**RESOLUTION 2021 - _____
MEMBRANE REPLACEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH HARN R/O SYSTEMS, INC., FOR WATER TREATMENT PLANT #2 NANOFILTRATION MEMBRANE REPLACEMENT PROJECT; 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, Harn R/O Systems, Inc. has expressed a desire to provide Water Treatment Plant #2 nanofiltration membrane replacement to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for Harn R/O Systems, Inc. to provide Water Treatment Plant #2 nanofiltration membrane replacement.

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 services agreement with Harn R/O Systems, Inc. for the Water Treatment Plant #2 nanofiltration membrane replacement, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 21st day of September 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

Exhibit "A" –Master Services Agreement-Harn R/O Systems, Inc.

Approved as to form and legality

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-21-50 - WTP2 NANOFILTRATION MEMBRANE REPLACEMENT PROJECT

Date: 8/30/2021

Appeal Deadline: Appeals must be filed by 5:00 PM on 9/2/2021

Firm	Bid
Harn R/O Systems, Inc. Venice, FL	\$550,276.00

The intent of the City of Palm Coast is to award ITB-UT-21-50 to Harn R/O Systems, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, 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-UT-21-50 - WTP2 NANOFILTRATION MEMBRANE REPLACEMENT PROJECT

Project Overview

Project Details	
Reference ID	ITB-UT-21-50
Project Name	WTP2 NANOFILTRATION MEMBRANE REPLACEMENT PROJECT
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 securing a Master Services Agreement Contract for the complete replacement (vendor purchase and installation) of its Nano filtration membranes. The Nano filtration system consists of four trains of pressure vessels in an 18:9 array, with each pressure vessel containing seven Hydranautics ESPA-4LD 400 sq. ft. elements.
Open Date	Jul 28, 2021 8:00 AM EDT
Intent to Bid Due	Aug 25, 2021 2:00 PM EDT
Close Date	Aug 26, 2021 2:00 PM EDT

Awarded Suppliers	Reason	Score
Harn R/O Systems, Inc.		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Price Schedule	Aug 26, 2021 2:27 PM EDT	Casey Luedke
References	Aug 26, 2021 2:27 PM EDT	Casey Luedke
Required Documents, Forms 1- 6	Aug 26, 2021 2:27 PM EDT	Casey Luedke
Addendum 1 - Signed and Dated	Aug 26, 2021 2:27 PM EDT	Casey Luedke

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?
Donald Holcomb	Aug 26, 2021 2:59 PM EDT	No
Fred Greiner	Aug 26, 2021 4:00 PM EDT	No



Ryan Bellerive	Aug 30, 2021 8:19 AM EDT	No
Jesse Scott	Aug 30, 2021 10:25 AM EDT	No
Casey Luedke	Aug 26, 2021 2:27 PM EDT	No



Project Criteria

Criteria	Points	Description
Admin Review	Pass/Fail	All documents completed and submitted as required and requested.
Technical Review	Pass/Fail	References checked. Technical specifications met.
Technical Price Review	Pass/Fail	Are prices reasonable? If yes, pass. If no, fail.
Admin Price Review	100 pts	Actual bid price
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Admin Review	Technical Review	Technical Price Review	Admin Price Review
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 100 pts
Harn R/O Systems, Inc.	100 pts	Pass	Pass	Pass	100 pts (\$550,276.00)

PROPOSAL



HARN R/O SYSTEMS, INC. – 310 CENTER COURT - VENICE, FLORIDA 34285
(P) 941-488-9671 - (F) 941-488-9400

City of Palm Coast	ATTN: FRED GREINER	9/3/2021
50 Citation Blvd.	Membrane Repl. Project Bid#: ITB-UT-21-50	
Palm Coast, FL 32137	Proposal – Bond Cost for Membrane Replacement 2021	

Harn R/O Systems is pleased to present the following proposal:

Provide Performance and Payment Bonds for the Membrane Replacement Project referenced above:

For the Sum of\$6,827.00

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:
See above, taxes not included
Terms are Net 30 days

All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen’s Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized

Signature _____ *Ronald J Castle II* _____

NOTE: This proposal may be
Withdrawn by us if not accepted within _____ 30 _____ days.

Signature _____

Signature: _____



Bond Number _____

**SECTION 00600
PERFORMANCE BOND
(100% of Contract Price)**

City of Palm Coast Contract No. ITB-UT-21-50

***THIS FORM MUST BE UTILIZED – NO OTHER FORM WILL BE ACCEPTED.**

KNOW ALL MEN BY THESE PRESENTS: that

Harn RIO Systems, Inc.
(Name of CONTRACTOR)
310 Center Ct. Venice, FL 34285
(Address of CONTRACTOR)

Contractor's Telephone Number: (941) 488-9671

a Corporation, hereinafter called Principal, and
(Corporation, Partnership or Individual)

Travelers Casualty and Surety Co. of America
(Name of Surety)
343 Thornall St. Suite 530 Edison, NJ 08837
(Address of Surety)

Surety's Telephone Number: (800) 421-3880

hereinafter called Surety, are held and firmly bound unto _____ THE CITY OF PALM COAST, 160 LAKE AVENUE, PALM COAST, FL 32164, hereinafter called CITY, in the sum of Five Hundred Fifty thousand two hundred and DOLLARS, (\$550,276.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

Seventy six and two/100

City of Palm Coast Telephone Number: (386) 986-3730

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the CITY, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of Master Service Agreement for ITB-UT-21-50 WTP2 Nanofiltration Member Replacement (the "Contract").

General description of the Work: Complete replacement of City's Nano filtration membranes. The Nano filtration system consists of four trains of pressure vessels in an 18:9 array, with each pressure vessel containing seven Hydranautics ESPA-4LD 400 sq. ft. elements.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Contract referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and contracts of said Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays CITY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that CITY sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the CITY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Contract and the Contract Documents of which the Contract is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract Documents of which the Contract is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the CITY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the CITY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Contract under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to CITY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by CITY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by CITY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the Principal shall be an automatic default under the Contract.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

For all contracts entered into on or after October 1, 2012, the contractor is now required to provide the public entity with a certified copy of the recorded bond prior to commencing the work or recommencing the work after a default.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

Any action instituted by a claimant under this bond must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.



Bond Number _____

**SECTION 00610
PAYMENT BOND**

(100% of Contract Price)

City of Palm Coast Contract Number: ITB-UT-21-50

KNOW ALL MEN BY THESE PRESENTS: that

Horn RIO Systems, Inc.
(Name of CONTRACTOR)
310 Center Ct. Venice, FL 34285
(Address of CONTRACTOR)

Contractor's Telephone Number: (941) 488-9671

a Corporation, hereinafter after called Principal, and
(Corporation, Partnership, or Individual)

Travelers Casualty and Surety Co. of America
(Name of Surety)
343 Thornall St. Suite 530 Edison, NJ 08837
(Address of Surety)

Surety's Telephone Number: (800) 421-3880

herein called Surety, are held and firmly bound unto _____

THE CITY OF PALM COAST, 160 LAKE AVENUE, PALM COAST, FL 32164, hereinafter called "CITY", in the sum of

Five hundred fifty thousand two hundred and DOLLARS, (\$550,276.00) in lawful money of the United States, for the payment of which
Seventy six and no/100

City of Palm Coast Telephone Number: _____ (386) 986-3730

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the CITY, dated the _____ day of _____, 20____, and made a part hereof the Master Service Agreement for ITB-UT-21-50 WTP2 Nanofiltration Member Replacement project (the "Contract").

General description of the Work: Complete replacement of City's Nano filtration membranes. The Nano filtration system consists of four trains of pressure vessels in an 18:9 array, with each pressure vessel containing seven Hydranautics ESPA-4LD 400 sq. ft. elements.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.
2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the notice and time limitations within which suits may be brought.

IN WITNESS WHEREOF, this instrument is executed this the 3 day of Sept, 2021.

ATTEST:

By Ron Castle
(Principal) Secretary

By Julia E. Nemeth-Harn
Principal (Contractor)
Harn R10 Systems, Inc.

Name RON CASTLE
(Type)

Name Julia E. Nemeth-Harn
(Type)

Title Vice-President

Address 310 Center Ct.

City/State/Zip Venice, FL 34285

Joseph Chapman
Witness to Principal

Name Joseph Chapman
(Type)

Melanie Alcorn
Witness to Principal

Name Melanie Alcorn
(Type)

ATTEST:

By _____
(Surety) Secretary

Surety

Name _____
(Type)

Phone No. _____ Email: _____

Witness as to Surety

By _____
Attorney-in-fact

Name _____
(Type)

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Email: _____

NOTE: Date of the Bond must not be prior to date of Contract. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by CITY.

All Bonds shall be originals and issued or countersigned by a local producing agent who is a resident of the State of Florida. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond. **Agents of Surety companies must list their name, address and telephone number on all Bonds.**

3. This Bond is conditioned on the CONTRACTOR promptly making payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Contract.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials or supplies shall, within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, or, with respect to rental equipment, within ninety (90) days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. Any action on this bond for payment must be in accordance with the notice and time limitations in Florida Statute 255.05.

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Contract Documents.
5. For all contracts entered into on or after October 1, 2012, the CONTRACTOR is now required to provide the public entity with a certified copy of the recorded bond prior to commencing the work or recommencing the work after a default.
6. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this the 3 day of Sept., 2021.

ATTEST:

By Ron Castle
(Principal) Secretary
Name Ron Castle
(Type)

Julia E. Nemeth-Harn
Principal (Contractor)
By Harn R10 Systems, Inc.
Name Julia E. Nemeth-Harn
(Type)

Title Vice - President

Address 310 Center Ct.

City/State/Zip Venice, FL 34285

Joseph Chapman
Witness to Principal
Name Joseph Chapman
(Type)

Melanie Alcorn
Witness to Principal
Name Melanie Alcorn
(Type)

ATTEST:

By _____
(Surety) Secretary
Name _____
(Type)

Surety
Phone No. _____

Email: _____

Witness as to Surety

By _____
Attorney-in-fact

Name _____
(Type)

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Email: _____

NOTE: Date of the Bond must not be prior to date of Contract. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by CITY.

All Bonds shall be originals and issued or countersigned by a local producing agent who is a resident of the State of Florida. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond. **Agents of Surety companies must list their name, address and telephone number on all Bonds.**

City of Palm Coast, Florida Agenda Item

Agenda Date: September 21st, 2021

Department	UTILITY	Amount	\$ As Needed
Item Key	11659	Account	# 54019090 046000
			# 54019090 052000
			# 54019090 063000 81001
			# 54019082 046000
			# 54019082 052000
			# 54029082 063000 82001
Subject RESOLUTION 2021-XX APPROVING A MASTER PRICE AGREEMENT WITH FERGUSON WATERWORKS TO PURCHASE VARIOUS UTILITY SUPPLIES			
Presenter : Steve Flanagan			
<p>Background : The City's Utility Department maintains the water and wastewater facilities throughout its service area and uses various parts to repair or install services and to maintain the City's Utility infrastructure. In order to provide continuous water and wastewater service to our customers it is necessary to purchase various utility supplies.</p> <p>The City of Palm Coast bid the annual supply of various utility supplies through ITB-UT-21-54. This contract shall run from October 1, 2021 to September 30, 2022 for the first year and will include two additional one-year renewal options.</p> <p>City staff advertised ITB-UT-21-54 utility supplies in accordance with the City's Purchasing Policy. The City received three (3) bids which were responsive and responsible.</p> <p>Staff recommends the City approve a master price agreement with Ferguson Waterworks for various utility supplies based on the City of Palm Coast bid ITB-UT-21-54. The purchase of these utility supplies for the water and wastewater services falls in line with City Council's goals and priorities to make all infrastructure a priority regarding maintenance and performance. The notice of intent to award and project bid overview are attached to this agenda item.</p> <p>City staff will purchase these utility supplies using budgeted funds appropriated by City Council. The Fiscal Year 2022 Budget includes available funding to purchase these supplies. These supplies will be purchased on an as needed basis.</p>			
<p>Recommended Action : ADOPT RESOLUTION 2021-XX APPROVING A MASTER PRICE AGREEMENT WITH FERGUSON WATERWORKS FOR THE PURCHASE OF VARIOUS UTILITY SUPPLIES</p>			

RESOLUTION 2021- ____
VARIOUS UTILITY SUPPLIES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT FOR THE PURCHASE OF VARIOUS UTILITY SUPPLIES FROM FERGUSON WATERWORKS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ferguson Waterworks has expressed a desire to provide various utility supplies to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase various utility supplies from Ferguson Waterworks.

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 relating to the purchase of various utility supplies, with Ferguson Waterworks, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 21st day of September 2021.

CITY OF PALM COAST

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A: Master Price Agreement-Ferguson Waterworks

Approved as to form and legality

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



City of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-21-54 - Utility Supplies – Price Agreement

Date: 9/13/2021

Appeal Deadline: Appeals must be filed by 5:00 PM on 9/16/2021

Firm	Bid
Ferguson Waterworks Sanford, FL	\$961,510.79 Bid all 7 Groups
Fortiline, Inc. Jacksonville, FL	\$650,063.50 Bid 3 of 7 Groups
Empire Pipe and Supply Company Sanford, FL	\$32,540.38 Bid 1 of 7 Groups

The intent of the City of Palm Coast is to award ITB-UT-21-54 to Ferguson Waterworks

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, 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-UT-21-54 - UTILITY SUPPLIES – PRICE AGREEMENT

Project Overview

Project Details	
Reference ID	ITB-UT-21-54
Project Name	UTILITY SUPPLIES – PRICE AGREEMENT
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 This Invitation to Bid is issued for the purpose of soliciting bid proposals for a one year contract with a vendor(s) capable of providing utility supplies for the City's Utility Department. The contract could be renewed for two each one year periods upon mutual agreement.
Open Date	Aug 18, 2021 8:00 AM EDT
Intent to Bid Due	Sep 08, 2021 2:00 PM EDT
Close Date	Sep 09, 2021 2:00 PM EDT

Awarded Suppliers	Reason	Score
Ferguson Waterworks	Lowest Responsive and Responsible Submission	700 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Required Forms and References(Forms 1-6)	Sep 09, 2021 2:02 PM EDT	Jesse Scott
Price Submission Spreadsheet	Sep 09, 2021 2:02 PM EDT	Jesse Scott
Addendum 1 - signed and dated	Sep 09, 2021 2:02 PM EDT	Jesse Scott

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Peter Roussell	Sep 10, 2021 1:30 PM EDT	No
Jesse Scott	Sep 09, 2021 2:03 PM EDT	No
Toni Churchill	Sep 10, 2021 9:49 AM EDT	No
Chris Driggers	Sep 10, 2021 7:52 AM EDT	No



Project Criteria

Criteria	Points	Description
Admin Review	Pass/Fail	Documents submitted and completed as required and requested.
Group 1 - Brass Fittings and Tapping Saddle	100 pts	Bid Entry
Group 2 - Fire Hydrants	100 pts	Bid Entry
Group 3 - Large PVC Pipe and PVC Fittings	100 pts	Bid Entry
Group 4 - Mechanical Joint Fittings	100 pts	Bid Entry
Group 5 - Meter Pits	100 pts	Bid Entry
Group 6 - Small PVC Pipe and PVC Fittings	100 pts	Bid Entry
Group 7 - Wastewater Supplies	100 pts	Bid Entry
Technical Review	Pass/Fail	Check and review bids to make sure they adhere to specifications. Check References.



Technical Price review	Pass/Fail	Are prices reasonable? If yes, pass. If no, fail. (You do NOT fail if they are NOT the lowest price. You are only verifying if the price submitted is reasonable based upon your market knowledge.)
Total	700 pts	



Scoring Summary

Active Submissions

	Total	Admin Review	Group 1 - Brass Fittings and Tapping Saddle	Group 2 - Fire Hydrants	Group 3 - Large PVC Pipe and PVC Fittings
Supplier	/ 700 pts	Pass/Fail	/ 100 pts	/ 100 pts	/ 100 pts
Ferguson Waterworks	700 pts	Pass	100 pts (\$599,199.62)	100 pts (\$31,680.00)	100 pts (\$68,342.40)
Fortiline, Inc.	293.61 pts	Pass	98.61 pts (\$607,626.71)	97.63 pts (\$32,449.95)	0.00683 pts (\$999,999,999.99)
EMPIRE PIPE AND SUPPLY COMPANY, INC	97.45 pts	Pass	0.05992 pts (\$999,999,999.99)	97.36 pts (\$32,540.38)	0.00683 pts (\$999,999,999.99)



	Group 4 - Mechanical Joint Fittings	Group 5 - Meter Pits	Group 6 - Small PVC Pipe and PVC Fittings	Group 7 - Wastewater Supplies	Technical Review
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	Pass/Fail
Ferguson Waterworks	100 pts (\$9,720.70)	100 pts (\$189,532.45)	100 pts (\$96.58)	100 pts (\$62,939.04)	Pass
Fortiline, Inc.	97.34 pts (\$9,986.84)	0.01895 pts (\$999,999,999.99)	0.00001 pts (\$999,999,999.99)	0.00629 pts (\$999,999,999.99)	Pass
EMPIRE PIPE AND SUPPLY COMPANY, INC	0.00097 pts (\$999,999,999.99)	0.01895 pts (\$999,999,999.99)	0.00001 pts (\$999,999,999.99)	0.00629 pts (\$999,999,999.99)	Pass

	Technical Price review
Supplier	Pass/Fail
Ferguson Waterworks	Pass
Fortiline, Inc.	Pass



	Technical Price review
Supplier	Pass/Fail
EMPIRE PIPE AND SUPPLY COMPANY, INC	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date: September 21, 2021

Department	FINANCIAL SERVICES	Amount
Item Key		Account
		#
Subject	REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR AUGUST 2021 PURCHASES	
Presenter:	Denise Bevan, Interim City Manager	
Background:	Attached is a list of emergency purchases and sole source purchases made during August 2021.	
Recommended Action:	For reporting only - via City Manager comments	

**Aug-21
Emergency Purchases**

Entry Date	Requisition #	Total Amount	Vendor	Description	Department	Field Name
8/3/2021	2041	\$4,665.00	GREEN'S A/C & REFRIGERATION, INC	FAC. Emergency Repair AC	FACILITIES MAINTENANCE	EMERGENCY
8/17/2021	2095	\$22,764.78	HYDRA SERVICE (S) INC.	REPAIR OF VERTICAL TURBINE PUMP	WASTEWATER TREATMENT - UTILITY	EMERGENCY
8/23/2021	2124	\$5,957.22	RING POWER CORPORATION	PW Fleet Services Tractor Repair #1143	FLEET MANAGEMENT	EMERGENCY
8/26/2021	2150	\$2,025.08	RING POWER CORPORATION	PW Fleet Emergency Services Boom Mower Repair	FLEET MANAGEMENT	EMERGENCY

Sole Source Purchases

Entry Date	Requisition #	Total Amount	Vendor	Description	Department	Field Name
8/2/2021	2039	\$35,766.68	I KRUGER INC	GEARBOX ON DITCH #5	WASTEWATER TREATMENT - UTILITY	SOLE SOURCE PURCHASE
8/3/2021	2033	\$11,700.00	AMERICAN TRAINCO LLC	FAC. TRAINING-TPC TRAINING-ELECTRICAL	FACILITIES MAINTENANCE	SOLE SOURCE PURCHASE
8/3/2021	2045	\$4,498.00	XYLEM WATER SOLUTIONS USA INC	REPAIR OF PUMP 37-3	WASTEWATER PUMPING	SOLE SOURCE PURCHASE
8/9/2021	2066	\$17,675.64	HACH COMPANY	WTP#2 Turbidity Monitor replacements	WATER QUALITY	SOLE SOURCE PURCHASE
8/24/2021	2127	\$17,000.00	SOLITUDE LAKE MANAGEMENT, LLC	FAC FIRE - Pond reconstruction FS24	FACILITIES MAINTENANCE	SOLE SOURCE PURCHASE
8/26/2021	2148	\$8,000.00	THE NATIONAL CITIZEN SURVEY	Annual Citizen's Survey (FY21 Portion=\$8,000; FY2	CITY MANAGER'S OFFICE	SOLE SOURCE PURCHASE
8/30/2021	2135	\$4,932.00	FLAGLER COUNTY PUBLIC SCHOOLS	Bus Transportation for Fun In the Sun Camp	PARKS & RECREATION	SOLE SOURCE PURCHASE

City of Palm Coast, Florida Agenda Item

Agenda Date :

Department	CITY CLERK	Amount
Item Key	11569	Account
		#
Subject	WORKSHEET	
Presenter :		
Background :		
Recommended Action :		

September 22, 2021 Special Budget Hrg FINAL Budget/Trim 5:30 pm			
1	Resolutions	Final Millage & Budget	Alves
2	Resolutions	CRA Budget	Alves
3	Resolution	Fleet Purchases	Mancill/LaChance
October 5, 2021 BUSINESS MEETING			
1	Ordinance 2nd	Purchasing code amendment	Alves
2	Resolution	Cultural Arts Grants	Hirst
3	Ordinance 2nd	Logo	Kershaw
4	Presentation	Waterway Cleanup Results	Myers
5	Ordinance 2nd	Amend ULDC Flood Plain Management	Myers
October 12, 2021 WORKSHOP MEETING			
1	Presentation	Litter-Code Amendment, Prevention and Awareness	DeLorenzo
2	Presentation	Building/Planning Level of Service	DeLorenzo
3	Resolution	REV Grant	DeLorenzo
4	Resolution	Seminole Palms DO Agr	DeLorenzo/Tyner
5	Presentation	New legislation overview	Reischmann
October 19, 2021 BUSINESS MEETING			
1	Resolution	ESRI Contract	Akins
2	Resolution	REV Grant	DeLorenzo
3	Ordinance	Flagler Village FLUM/REZONING	Papa
4	Ordinance	Seminole Palms FLUM/MPD	Papa
5	Resolution	Seminole Palms DO Agreement	Tyner/DeLorenzo
6	Resolution	Gables Final Plat	Tyner/Leap
7	Resolution	Tennis Pods Final Plat	Tyner/Leap
Future			
1	Resolution	Lease amendment colo facility	Akins
2	Presentation	Security Assessment Review	Akins
3	Presentation	LDC Signs Chapter 9	CDD
4	Resolution	Advent Health Design Srvc. Agreement OKR Ext.	Cote
5	Resolution	P1 Control Structure Rehab	Cote
6	Ordinance	Memorial Markers	Cote/Grunewald
7	Resolution	WTP 1 High Service Water Pump	Cote/Kronenburg
8	Ordinance	Boat code	DeLorenzo
9	Resolution	Easement Hardin Agreement	DeLorenzo
10	Ordinance 2nd	Slow Way Closure (Jan. 4, 2022)	DeLorenzo/Cote
11	Resolution	MSA with Service Electric Company for Pole Repair	Flanagan/Roussell
12	Resolution	IAFF Contract	Fuller
13	Ordinance 1st	Animal Control amendment	Grossman
14	Ordinance	LDC Architectural Chapter 13	Hoover/Dawson
15	Presentation	Innovation District Initiatives	Johnston/DeLorenzo
16	Presentation	Council Priority Community Center Parking	Johnston
17	Ordinance	Logo	Kershaw
18	Resolution	GPS Monitoring	Mancill
19	Resolution	Fleet Software	Mancill
20	Presentation	Solid Waste Bid results	Schweers
21	Proclamation	Diabetes Awareness (Nov. 2)	Smith
22	Appointments	Council Liaisons (Nov. 16)	Smith
23	Appointment	Council Vice Mayor (Nov. 16)	Smith