



City of Palm Coast
Agenda
COUNCIL BUSINESS
MEETING

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, March 1, 2022

6:00 PM

COMMUNITY WING

City Staff

Denise Bevan, City Manager

Neysa Borkert, 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. portions of the agenda at the times indicated by the Chair during the meeting.

E. MINUTES

- 1 MINUTES OF THE CITY COUNCIL:
FEBRUARY 15, 2022 BUSINESS MEETING**

F. PRESENTATIONS AND PROCLAMATIONS

- 2 PRESENTATION OF THE ANNUAL HEALTH AND SAFETY EMPLOYEE CALENDAR**
- 3 PROCLAMATION - FLOOD AWARENESS WEEK**
- 4 PRESENTATION - INSURANCE SERVICES OFFICE-ISO**
- 5 PRESENTATION - ICMA PERFORMANCE MANAGEMENT AWARD**

G. RESOLUTIONS

- 6 RESOLUTION 2022-XX THE TRIBUTE MULTI-FAMILY MASTER SITE PLAN – TIER 3,
APPLICATION # 4999**
- 7 RESOLUTION 2022-XX APPROVING A WORK ORDER WITH LTG, INC., FOR DESIGN
SERVICES FOR THE SESAME BOULEVARD STREET LIGHTING PROJECT**

H. CONSENT

- 8 RESOLUTION 2022-XX APPROVING THE EAST FLAGLER MOSQUITO CONTROL DISTRICT
(EFMCD) LOW LEVEL FLIGHTS**
- 9 RESOLUTION 2022-XX APPROVING CONTRACTS WITH MULTIPLE VENDORS FOR THE
TRENCHLESS PIPE REHABILITATION PROJECT**

- 10 RESOLUTION 2022-XX APPROVING A WORK ORDER WITH CPH, INC., FOR ADDITIONAL ENGINEERING DESIGN SERVICES FOR THE P-1 WEIR CONTROL STRUCTURE REPLACEMENT PROJECT
- 11 RESOLUTION 2022-XX APPROVING PIGGYBACKING THE FEDERAL SUPPLY SERVICE CONTRACT WITH CORE ENGINEERED SOLUTIONS, INC., FOR THE FUEL TANK REPLACEMENT PROJECT
- 12 RESOLUTION 2022-XX APPROVING A WORK ORDER WITH CPH, INC., TO PROVIDE ENGINEERING SERVICES FOR THE 5-YEAR MONITORING PLAN FOR THE WASTEWATER TREATMENT FACILITY NO. 2 EXPANSION
- 13 RESOLUTION 2022-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE CHEMICALS US, LLC FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE
- 14 RESOLUTION 2022-XX APPROVING MASTER SERVICE AGREEMENTS WITH PBM CONSTRUCTORS, INC. AND S.E.CLIN CONSTRUCTION, INC. FOR WATER AND WASTEWATER EMERGENCY CONSTRUCTION SERVICES ON AN AS NEEDED BASIS
- 15 RESOLUTION 2022 -XX APPROVING A CONTRACT WITH ECONOMY ELECTRIC CO., FOR WATER TREATMENT PLANT 1 ELECTRICAL UPGRADES AND APPROVAL OF A 10% PROJECT CONTINGENCY
- 16 RESOLUTION 2022-XX APPROVING USE OF OMNIA PARTNERS, REGION 4 ESC-TX CONTRACT BID/REFERENCE# R211201 WITH AUTOZONE FOR THE PURCHASING OF AUTO PARTS AND SUPPLIES FOR THE CITY'S FLEET

I. OTHER BUSINESS

- 17 APPOINT A MEMBER TO FLAGLER COUNTY HOUSING TASK FORCE/AFFORDABLE HOUSING ADVISORY COMMITTEE

J. PUBLIC PARTICIPATION

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

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

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

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

N. ADJOURNMENT

18 WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date : March 1, 2022

Department Item Key	Amount Account #
Subject MINUTES OF THE CITY COUNCIL: FEBRUARY 15, 2022 BUSINESS MEETING	
Presenter : Virginia Smith, City Clerk	
Background :	
Recommended Action : APPROVE MINUTES OF THE CITY COUNCIL: FEBRUARY 15, 2022 BUSINESS MEETING	



**City of Palm Coast
Minutes
COUNCIL BUSINESS
MEETING**

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, February 15, 2022

9:00 AM

COMMUNITY WING

City Staff

Denise Bevan, Interim City Manager

Neysa Borkert, 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.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

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

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.

Before public comment began, Mayor Alfin shared comments encouraging respectful dialogue and provided the rules for public comment.

Council Member Barbosa made a motion to redirect staff to continue negotiations with the Green Lion to include a change that they pay for the propane.

Council held discussion on the proposed negotiated terms that staff presented.

Mayor Alfin responded to Council Member Barbosa to hold the thought until we complete public comment. Council Member Barbosa agreed.

John Ferguson, of Cobb & Cole, spoke on behalf of the Marlow family. Mr. Ferguson commented on Council statements from the prior week's workshop meeting, history of the Green Lion, business risk, investments to the facility, and contract provisions.

Robert MacDonald shared about a Tunnel to Towers event which will occur in Palm Coast. Mr. MacDonald shared that the Tunnel to Towers event occurs all over the country and the proceeds are donated to first responders.

Mayor Alfin shared comments and support for the event.

Carolyn Marlow spoke about the Green Lion. Ms. Marlow stated that City staff asked the Marlow failing to take over a failing concession. Ms. Marlow shared that at the time, this was a good idea for the City and all of the risk was on the family opening the restaurant. Additionally, Ms. Marlow discussed the conditions of the facility, investments, and hardships faced while opening.

Tony Marlow shared Council statements regarding the Green Lion from the prior week's Council Workshop. Mr. Marlow responded to the Council comments and stated that City staff appeared to be in the kitchen of the restaurant taking measurements.

Mr. Marlow provided photos of the Green Lion Café to the clerk which have been attached to these minutes. Mr. Marlow shared comments from Mr. Delorenzo and shared about the City financial losses prior to Green Lion taking over the restaurant. The photos are what the restaurant used to look like when the City asked for help. We created the value there. We are open and willing to pay what is fair. There is a better way to do this. We can find a way to work together and move forward.

Robert Roeck shared support for the Green Lion Café. The voice of the community makes it clear that the existence of the restaurant is a priority amongst all. The risk that they took and investments that they have made benefit all of Palm Coast. Both the golf course and the restaurant are working harmoniously together. Why would you want to disrupt that? Represent the voices of the people that elected you in honesty and fairness. There are other concerns to focus on.

Linda Provencher shared about hesitations years ago when the Marlow's discussed opening the Green Lion and the many hurdles they had to overcome. They were able to make it is the #1 restaurant in Palm Coast on Trip Advisor. I'm not sure how it is allowed that this Council could tell staff during a Workshop to put it out for bid without even talking to the leasee.

Tim Griffin asked how we got to the point where the City of Palm Coast would not renew the lease on the #1 restaurant on Trip Advisor, Green Lion. Mr. Griffin shared a year by year history of the Green Lion and commented on the Council and staff discussion of the item during the Workshop meeting. Mr. Griffin suggested a fair lease be prepared because that is what our community wants and deserves.

Scott Nixon stated that Council owes an apology to the Marlow family and the community. Infuriated by the crass, rude, slanderous comments that have been made against this family.

Sonia Mcsweeney provided photos to Council which have been attached to these minutes. Ms. Mcsweeney shared about the obstacles the Green Lion has overcome to include multiple closings over the years, safety concerns, obstructions, and inadequate amount of hot water.

Cornelia Downing Manfre provided real estate costs per square foot and the considerations that go into the pricing. Ms. Manfre stated that the lease discussed is a concession lease, not a real estate lease, and therefore market value would review concession areas. Ms. Manfre asked that Council reconsider the 5 year renewal with the Green Lion.

Janice Reed discussed the lease at the Palm Harbor Golf Course and provided cost-split suggestions for utilities. This isn't even a building lease, it is a concession lease. Who writes and manages these contracts?

A resident shared support for the Marlow Family, generous family. Shared examples of donations that the family has made. Pillars of our community.

Jane Pierce spoke about a video at Holland Park and shared that she has received comments that small dogs cannot go on a specific side of the park. Ms. Pierce asked the City to consider changing the sign.

Jerry Matthews discussed property value, improvements from the Green Lion, and sales tax earned on sales. Seek an equitable solution, keep a number one restaurant, and speak to the owners and come up with a solution that we can all live with.

James Janoff shared that he is disappointed that his presence is necessary today. Disappointed that Council cannot create a lease. No one even entered the bid. You did not get where you are alone. Are you unable to realize the value? Take into consideration that a new business might not succeed. Find common ground and negotiate fairly.

Richard Van Dort asked Council to please honor Mr. Delorenzo's suggestion to renew the lease.

Mike Cocchiola commented on the Shirley Chisholm application for renaming a trail- We have the chance to honor a great American. Additionally, Mr. Cocchiola stated that we are growing a habit of making a deal in good faith, a few changes in Council, and we forget. Are we showing people that our word cannot be trusted? Mr. Cocchiola urged Council to be consistent.

Celia Pugliese discussed an email she sent to Council, one of which is on the agenda. Ms. Pugliese asked Council to come to a happy medium with the restaurant on the golf course- we need to support the businesses we have here. Additionally, Ms. Pugliese commented on renovations on Whiteview Parkway and asked why the beautiful parkway and sidewalk are being destroyed. There are other priorities such as Cimmaron and Florida Park Drive.

Alan Lowe spoke about the Green Lion and stated that no history lesson was provided to Council during the staff presentation of the item, leaving Council in a precarious situation. Mr. Lowe shared that he would like to see Council give the City manager direction to determine fair market value, separate utilities, clear direction for staff to draft a new lease, and provide a first right of refusal to Green Lion.

Peter Casey shared support for the Marlow family and the Green Lion.

Therese Bennett shared that after months of good faith consideration, at a workshop the Marlow's were told they didn't need to attend, Council directed staff to go out for proposal. Ms. Bennett asked Council to consider the unusable space while calculating fair market value.

David Tiernan resident of Palm Harbor Golf Course, spoke in favor of the Green Lion Restaurant. Mr. Tiernan begged Council to get beneath the surface and understand this is more than a restaurant- this is a place where people come together to enjoy great food and great service. Mr. Tiernan shared about the three parts of the original agreement; The City, the restaurant, and the maintenance agreement. The maintenance agreement coming up is very important. Please listen to what you need.

Liz Lowe spoke about the Marlow family and shared that they are a pillar of the community. They help this community. Ms. Lowe shared that she spoke on behalf of individuals who couldn't attend today. Thousands of people speaking out about this on social media. It seems odd to have to ask Council to be fair and communicate. Isn't this what you are supposed to do? Ms. Lowe shared advice to look at the restaurants history and longevity.

Resident Diana spoke about the investments the Marlow family and Green Lion Cafe have invested to make this profitable. The resident reminded Council that they were the only one's willing to gamble to take this project 5 years ago and it is sad how the family has been treated. No other company will bid knowing that they might be treated the same. Spot bidding and establish equitable contract with the Green Lion.

Thomas, a resident of the Palm Harbor Golf Course area, spoke about having to leave city limits within previous years for restaurant options, until the Green Lion. The restaurant allows us to stay local and participate in the community.

Vincent Liguore spoke about trees/bushes and wildfire mitigation. It is up to the Council to challenge.

A resident who is a golfer and member of the Palm Coast Rowing Club shared that she would like for the Green Lion to have the opportunity to renegotiate. We want the reputation that we are business friendly, but the way this issue is being handled does not convey that.

Mike Andrews spoke about Palm Coast's reputation of not business friendly. The Green Lion has created 30 jobs and we are risking losing more money trying to find a new business to do what they are doing. They have earned the opportunity to renegotiate terms. Please sit down with them and try to find mutually beneficial terms.

Steve Carr spoke about developments and level of service. The City never talks about quality of life for residents in the area of developments. FL Park Drive large amount of traffic 60 feet from homes. What does the traffic dust, fumes, noise do to the residents in the area? Mr. Carr shared information from a study about the health effects over time.

Employee at the Green Lion. Glad to work there. I was there when they put two plates down to hold the floor down. What the Marlow's have done there is incredible. Council acting like the facilities are top notch and they are not. Shared safety concerns. What is happening there is a miracle. I hope we can figure this out.

Resident Marcus, an employee of the Green Lion spoke in favor of the Green Lion and shared about safety concerns at the City facility. What we are doing there is a miracle.

Diana Duel stated that previously people would go to Daytona or St. Augustine for dining options. The Green Lion has brought a relaxing atmosphere and people from other cities to enjoy the atmosphere.

Eric Webber discussed policies and Palm Coast vision statement and values. Mr. Webber shared support for the Green Lion and reiterated Mayor Alfin's comments from the beginning of the meeting. You need to look at the value you are putting into your policies.

Doug Brown, Owner of Cypress Knoll Golf and Country Club and the restaurant within the golf club. A great golf course brings customers to the restaurant. The main focus of this problem is the golf course not the restaurant. The restaurant did not bring the golf course to where it is today. Revenues at his golf course jumped because of the golf course. This could be avoided if they pay what they are supposed to pay and move on.

Craig Garris, General Manager at the Green Lion Café, stated that he feels pride about the relationships they have built over the last 5 years and asked Council to please renegotiate.

Scott Champion, owner of Cork & Pint, supports renegotiation with the Green Lion. Mr. Champion stated that a lot of comments he has received are in favor of renegotiation with the Green Lion.

Sue Urban supported the Green Lion and shared that she thinks Council made a grave error in their comments. Ms. Urban reminded Council that they are elected officials who are leaders in this community. You are an example. Ms. Urban commended Chief Forte for his leadership. A resident of Palm Coast, and employee of Golden Lion, shared support for the Green Lion and asked Council to please reconsider.

Sherri Sanders spoke about community and urged residents to volunteer, organize, and be proud of our City. Ms. Sanders shared support for the Green Lion and also litter cleanup efforts.

Danielle Pierro shared support for the Green Lion and asked Council to please consider a discussion to renegotiate.

Sarah Wilkins, employee of Green Lion, spoke about 300 customers who were outraged.

Beth shared comments supporting Green Lion and asked Council to do the right thing and work this out.

Ralph Lightfoot stated that the relationship between the golf course and Green Lion is a win win. Mr. Lightfoot supported renegotiation.

Scott Kelp Green Lion Cafe manager shared support for the restaurant. Both sides have already been negotiating, implored Council to negotiate with the Green Lion.

Sean Means read about the Green Lion in the newspaper and went to try out the restaurant. Mr. Means shared about the experience and favorable comments he received while talking with golfers. People are having to ask, beg, and plead for you to do the right thing.

Mike Jackson provided considerations to Council for the Green Lion contract negotiation.

Thomas Humphreys, employee of the Green Lion Café, stated that a town should support business models like this and asked Council to reconsider.

David Parker, Kitchen Manager, helped open the Green Lion. It was an undertaking to get this started. Hope that everyone can come to an agreement on the lease agreement.

Chris Amberg, everyone has aid what I wanted to say. Green Lion is a staple to this community. Work together and come to an agreement.

Mayor Alfin thanked all of the speakers. Mayor Alfin asked for consensus to assign the negotiation of the Green Lion agreement to the next business meeting. Additionally, discuss market rate provided by a professional that would be accelerated to a three year timetable and discontinue the discussion on an RFP, and that the clause for termination by convenience be removed in favor of termination for cause.

Council held lengthy discussion on costs incurred by the City, utilities, market rate per square foot, risks, and investments to the facility. Council concurred to move forward with the direction.

Mayor Alfin asked if staff has enough information to move forward.

Mr. Delorenzo responded that staff has plenty of direction but informed Council that staff will have to go out to bid to receive the market pricing.

City Attorney Neysa Borkert clarified the item and direction for staff.

Council Member Danko asked the Marlow family to return when this item comes back.

Council Member Barbosa responded to a public comment regarding Whiteview Parkway to state that the money for the project was from grants.

MINUTES

- 1 MINUTES OF THE CITY COUNCIL:
FEBRUARY 1, 2022 BUSINESS MEETING
FEBRUARY 8, 2022 WORKSHOP MEETING**

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

PRESENTATIONS AND PROCLAMATIONS

2 PROCLAMATION - FEBRUARY AS RARE DISEASE DAY

This item was heard after item 4. Mayor Alfin presented the proclamation.

Michael West shared comments and thanked the City for the 6 years of this proclamation.

3 PRESENTATION - MAYOR'S 30/30

Lauren Johnston, Chief of Staff, presented the highlights of the Mayor's 30/30 to Council.

Mayor Alfin thanked staff for their dedication, take the responsibility to get out there and get healthy.

4 PRESENTATION-CAREERSOURCE FLAGLER VOLUSIA

There was a request to hear this item after the approval of minutes. Council concurred.

Robin King presented to Council on the item. Ms. King provided an overview of services and goals, locations throughout Florida, Labor Market Information, retention, upskills employees, generational stresses, partnering with the Palm Coast Flagler Regional Chamber, and new programs.

Mayor Alfin thanked Ms. King for the presentation and urged projecting efforts further into the community.

Council then moved to item 2.

5 PRESENTATION OF SALTWATER CANAL CONSULTANT SELECTION PROCESS OVERVIEW

Carl Cote, Director of Stormwater & Engineering, presented the updates to Council. Topics discussed included focus on residential waterway system, project objectives, Consultant Competitive Negotiation Act description, and process timeline.

Council held lengthy discussion to include valuation, ownership and rights, timeline to begin the project, potential to do this project in house, necessary equipment, liabilities, ongoing maintenance efforts, cost, and funding options.

Public comment:

Celia Pugliese appreciated this initiative from Council Member Danko to maintain the canals. Ms. Pugliese shared that the canals are the marine open door to Palm Coast and asked Council to consider creating jobs and do our own dredging. Additionally, Ms. Pugliese did not support a special assessment for the homeowners and stated that this is the same as Stormwater dredging for the whole City.

Michael Arnold discussed funding options for the project.

Jeffrey Seib anything not getting periodic attention falls to disrepair, true of the canals. Remedies needed so we do not have to go through this again. Bulk heads in need of repair, street drainage flowing directly into the canal contributing to the canal pollution. Mr. Seib also discussed option for special districts and split of costs. Need to do something sooner rather than later.

Gary Kunas shared that he doesn't think we need to do wall to wall dredging and supports center line dredging. We are already paying a horrendous amount in taxes. That money should be sufficient to cover the expenses.

Alan Lowe shared about Cape Coral ongoing maintenance for saltwater canals and provided information to Council which is attached to these minutes. Mr. Lowe spoke of a local dredging company that is willing to provide advice. Preliminary estimate he received was \$25,000. Property liability- Cape Coral stays 20 ft away from sea walls. Center line dredge eliminates as best you can the issue of liability and resident permission. Mr. Lowe shared that he will reach out to get additional pricing to share with Council.

Mark Lewis shared support for the dredging project and asked Council a question regarding funds moved from Stormwater for the Public Works facility. Can those funds be used for dredging? Mr. Lewis shared support for center line dredging.

Council held discussion on funding and grants, environmental protection, and creating a maintenance plan.

City Attorney Neysa Borkert was asked to review potential liabilities and report them to Council.

RESOLUTIONS

6 RESOLUTION 2022-23 APPROVING NAMING TWO PUBLIC FACILITIES

Pass

Motion made to approve by Vice Mayor Branquinho 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

City Attorney Neysa Borkert read the title into the record.

Lauren Johnston, Chief of Staff, provided a background of the item to Council.

Council Member Klufas shared support and thanked staff.

Vice Mayor Branquinho clarified the Resolution.

Mayor Alfin asked about project expense to fulfil the requirements for approved names.

Council Member Barbosa- do you have the costs?

Ms. Johnston provided additional information.

Public Comment:

Jill Reynolds shared with Council information about Shirley Chisholm. Democratic Women's Club would like to donate the plaque. Nonpartisan project that brings recognition to the City and Ms. Chisholm.

Trish Lynette shared support for the Chisholm renaming application.

Gina Barclay Mclaughlin supported the item. She was a leader, she was inspiring, committed to young people and an amazing human being.

Jeffrey Seib spoke in favor of the Chisholm application. Mr. Seib stated that Ms. Chisholm lived a life of service and left a transformative legacy. Mr. Seib shared quotes from Ms. Chisholm.

Sherry sanders stated that Ms. Chisholm was a trail blazing figure and urged Council to consider the monument she deserves.

Sonya White, representing Flagler County NAACP, asked Council to consider the application before them. Recognize this wonderful woman and her contributions. Thank you for your consideration and review.

Peter Schombs spoke about the impact that Mr. Doug Berryhill had in the community and with the league. Mr. Schombs shared about the purpose for the field selection and the hope that future generations will know where the league started and where they strive to go in the future.

Sims Jones shared support for the Chisholm renaming application and shared about the impact Ms. Chisholm had during his youth.

Tiffany Schmitt and her son Nolan spoke of the impact Mr. Berryhill had on them and supported the Berryhill naming application.

Joe Dig, coach for 8 years for Palm Coast Little League stated that Mr. Berryhill had a tremendous impact on so many kids and showed support for the Berryhill application.

Ralph Lightfoot shared support for both applications. African American Cultural Society shares strong support for the Chisholm application.

Margo Jones stated that she supports excellence in African American women, including Shirley Chisholm.

Council held brief discussion on the applications.

Council recessed at 12:46 p.m.

7 RESOLUTION 2022-25 APPROVING A POLICY FOR ELECTED OFFICIALS REGARDING PUBLIC RECORDS, AND USE OF EMAIL, TEXTING, SOCIAL MEDIA, AND CITY-ISSUED DEVICES

Council reconvened at 1:09 p.m.

City Attorney Neysa Borkert read the title into the record.

Virginia Smith, City Clerk, presented the item to Council. Topics presented included Procedures, City Issued Devices, Social Media, Best Practices and Guidance.

Council held discussion on acceptance of the device, security, current retention practices, violations, social media best practices, device damage, cost, and background of this item.

Mayor Alfin asked staff to come back to Council with the social media best practices at a future workshop meeting.

Public Comment:

Sims Jones asked if the devices have tracking, and if so, will the information be available in a Public Record?

Mr. Akins, Director of Information Technology, responded regarding the location services and Ms. Borkert provided additional response regarding the public records.

Motion by Council Member Danko, seconded by Council Member Klufas, to amend the language restricting personal devices.

Public comment:

There were none.

Mayor Alfin called for a rollcall vote. Motion passed 4-1.

Pass

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

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

Denied - 1 - Vice Mayor Eddie Branquinho

8 RESOLUTION 2022-21 APPROVING A BUDGET AMENDMENT FOR THE FY 2021-2022 RELATING TO THE APPROPRIATION OF FUNDS TO THE CAPITAL PROJECTS FUND FOR THE PUBLIC WORKS FACILITY

Pass

Motion made to approve by Vice Mayor Branquinho 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

City Attorney Neysa Borkert read the title into the record.

Helena Alves, Director of Financial Services, provided a brief background of the item and was available for questions.

*Public Comment:
There were none.*

9 RESOLUTION 2022-24 PIGGYBACKING THE PALM BAY CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE UTILITY RATE STUDY

Pass

Motion made to approve by Vice Mayor Branquinho 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

City Attorney Neysa Borkert read the title into the record.

Mr. Flangan and Andrew Burnham were available for questions. Mr. Flangan provided the benefits of the study to Council, and Mr. Burnham provided additional benefits and process to Council for the proposed study.

Vice Mayor Branquinho shared about a meeting he had with staff regarding the proposed study. The piece that changed his mind is that if we don't do the study, it might impact our bond rating.

*Public Comment:
There were none.*

10 RESOLUTION 2022-22 APPROVING THE ADDENDUM TO THE RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT WITH WASTE PRO OF FLORIDA, INC

Pass

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

Approved - 4 - Vice Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

Denied - 1 - Mayor David Alfin

City Attorney Neysa Borkert read the title into the record.

Cynthia Schweers, Director of Citizen Engagement, presented the item to Council. Allison Trulock of Newgen Solutions was also available.

Topics presented included efforts to date, results of procurement process, and negotiations update for one year extension.

Council held a lengthy discussion on the length of time since the last price increase, material and labor cost increases, bid process, possibility of in-house sanitation department, cost increase compared to other municipalities, commercial pickup, and future bid process and pricing.

Public Comment:

Greg Blose, President of the Palm Coast-Flagler Regional Chamber of Commerce, shared support for the WastePro staff and encouraged Council to accept the one year addendum.

OTHER BUSINESS

11 DISCUSSION-FINDINGS FOR THE REQUEST FOR QUOTE FOR THE EXECUTIVE SEARCH FIRM FOR THE CITY MANAGER POSITION

Mayor Alfin provided a background of the item and made a motion to appoint Denise Bevan as City Manager. Additionally, the motion included appointing a member of City Council to work through contract negotiations. The motion was seconded by Council Member Barbosa.

Council Member Danko asked if Ms. Bevan wants the job.

Ms. Bevan replied yes.

Council Member Danko shared support for the motion.

Council Member Barbosa supported hiring from within the organization.

Council Member Klufas stated that he has continued faith in Ms. Bevan's leadership.

Public comment:

Jean Down shared that he doesn't think there is anyone more qualified or dignified to be City Manager.

Vice Mayor Branquinho called for a roll call vote. The motion passed 5-0.

Mayor Alfin made a motion for one member of City Council be appointed to work as necessary, with the City Attorney and City Clerk, to engage in negotiations and bring back a contract to Council for its final review and approval.

City Attorney Neysa Borkert shared additional information about the role of the appointment with Council.

Council Member Barbosa provided a second for the motion.

Public comment:

There were none.

Council Member Barbosa suggested reviewing information from other cities.

Details of the motion were clarified.

Council Member Barbosa made a motion to appoint Mayor Alfin as the Council Member to assist with contract negotiations for the City Manager. The motion was seconded by Council Member Klufas.

Public Comment:

There were none.

Vice Mayor Branquinho called for a roll call vote. The motion passed 5-0.

12 APPOINT ONE MEMBER TO THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD TO FILL A VACANCY FOR DISTRICT 3

Pass

Motion made to approve 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

Virginia Smith, City Clerk, shared a background of the item.

Mayor Alfin asked if staff has spoken to the applicant about serving for an extended period of time.

Ms. Smith responded that the term is through September 2022.

*Public Comment:
There were none.*

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

The Council Members congratulated Ms. Bevan.

Council Member Barbosa stated his intent to run for re-election.

Mayor Alfin thanked staff for their efforts.

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

No further comments.

PUBLIC PARTICIPATION

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

There were none.

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Ms. Bevan shared that she is eager to get started in her role from interim to City Manager and reported emergency and sole source purchases. Ms. Bevan also reminded Council and the public about a public meeting that evening regarding Whiteview Parkway.

13 REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR JANUARY 2022

ADJOURNMENT

*The meeting was adjourned at 2:52 p.m.
Respectfully submitted by: Kaley Cook, Deputy City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date : February 1, 2022

Department Item Key	Amount Account #
Subject PRESENTATION OF THE ANNUAL HEALTH AND SAFETY EMPLOYEE CALENDAR	
Presenter : Carol Mini	
<p>Background : The City of Palm Coast Wellness and Safety Teams are proud to present the Annual Health and Safety Employee Calendar. Relatives of the City Employees, 18 years and younger, were invited to participate by submitting a drawing or painting about health, safety, and workplace safety that may affect them personally or their family members. These calendars are fun and generate excitement and really brought out the competitive spirit in our kids and employees. We will honor the winners with their own copy of the Health and Safety Calendar along with a City of Palm Coast goody bag and fit cards for the 1st, 2nd, and 3rd place winners in each age category. The winners will be announced at the City Council's business meeting.</p>	
Recommended Action : FOR PRESENTATION ONLY.	

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department PLANNING Item Key 13151	Amount Account #
Subject PROCLAMATION-FLOOD AWARENESS WEEK	
Presenter: Jordan Myers, Environmental Planner	
Background: As part of our responsibility to maintain our high rank in the Community Rating System (CRS), we must do a certain amount of public outreach. To help facilitate this requirement, Flood Awareness Week will be a series of social media posts geared to educate our citizens about all things flood related. Staff hopes that by conducting this week of awareness, it will spur conversations that will be beneficial to all citizens.	
Recommended Action: PROCLAMATION-FLOOD AWARENESS WEEK	



PROCLAMATION

WHEREAS, Palm Coast has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in various areas of the city, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

WHEREAS, Palm Coast is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 7, 2022 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

NOW, THEREFORE, BE IT PROCLAIMED, THE PALM COAST MAYOR AND CITY COUNCIL RECOGNIZE THE WEEK OF MARCH 7, 2022 AS

“FLOOD AWARENESS WEEK IN PALM COAST”

and further encourage the citizens of Palm Coast to increase their knowledge of how to protect themselves and their property from flooding.

SIGNED, this 1st day of March, 2022.

Witnessed by:

City of Palm Coast,

Virginia A. Smith, City Clerk

David Alfin, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department PLANNING Item Key 13152	Amount Account #
Subject PRESENTATION - INSURANCE SERVICES OFFICE-ISO	
Presenter: Patrick Buckley, Chief Building Official, Gerard Forte, Fire Chief, Jordan Myers, Environmental Planner	
Background: Staff will be presenting information on the ISO or Insurance Services Office ratings of Building, Fire, and Floodplain Management. This presentation will educate citizens and staff on what the ratings mean and how they affect the community.	
Recommended Action: PRESENTATION ONLY	

Insurance Services Office-ISO for Fire, Building, and Floodplain Management

City Council Business



BACKGROUND

- Insurance Services Office, Inc. or ISO is a leading source of information about property/casualty insurance risk.
- For a broad spectrum of commercial and personal lines of insurance, ISO provides statistical, actuarial, underwriting, and claims data; policy language; information about specific locations; fraud-identification tools; consulting services; and information for marketing, loss control, and premium audit.
- In general, the lower the score the better. When a community has a low score, that translates into larger discounts for the citizens.
- 1 is the best score and 10 is the worst.

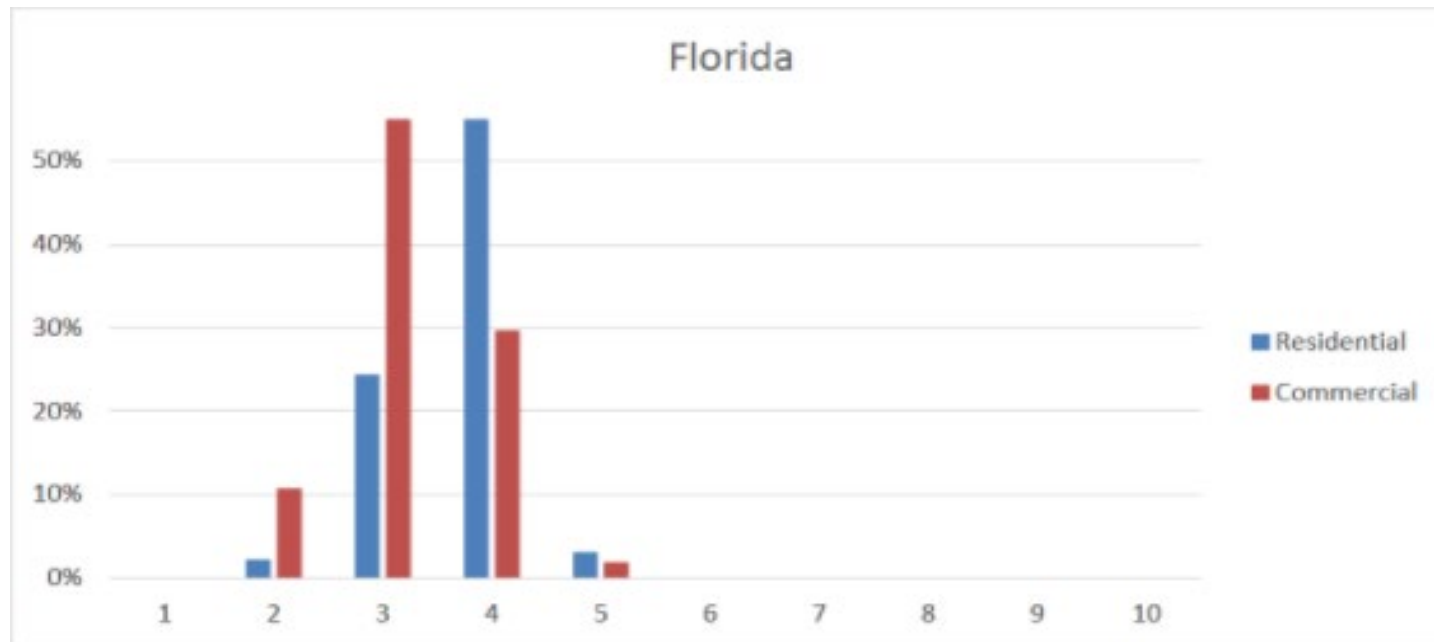
BUILDING

Patrick Buckley, Chief Building Official

Building Code Effectiveness Grading Schedule-BCEGS

- Current ISO rating of 4 for 1 & 2 Single Family
- Current ISO rating of 3 for Commercial
- Based on three sections
 - Administration of Codes
 - Plan Review
 - Field Inspections
- The BCEGS classifications are distributed by the ISO for use by property/casualty insurers to assist in their insurance underwriting and premium development programs for residential and commercial properties.
- Insurers can use the BCEGS classification number to offer insurance premium discounts to eligible properties in Palm Coast.

State Average Scores



State Average		
	Score	Class
Commercial	78.18	3
Residential	72.47	4

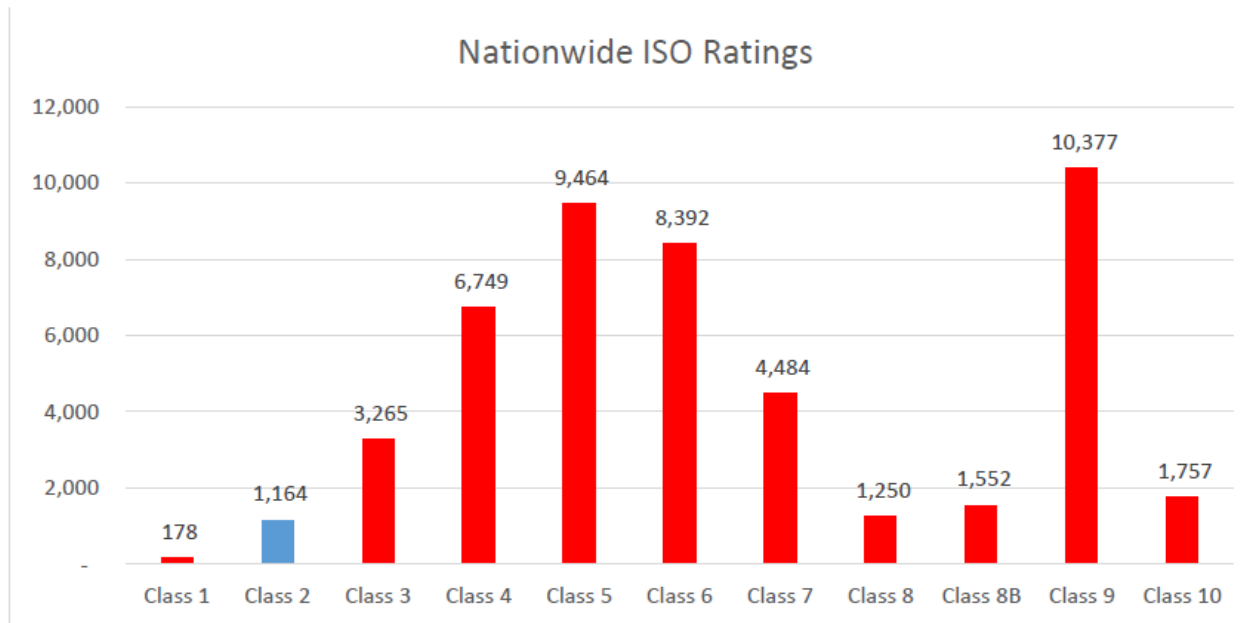
FIRE

Gerard Forte, Fire Chief

Public Protection Classification-PPC

- Current ISO Class 02/2X
- Rating based on
 - Needed fire flows
 - Emergency communications
 - Fire department
 - Water supply
 - Community risk reduction
- A PPC rating of 2 places Palm Coast in the top 3% of communities in the US
- The price of fire insurance in a community with a good PPC grade is substantially lower than in a community with a poor PPC grade

ISO Ratings and Points



PPC Rating Schedule

1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	0.00 to 9.99

Rating Indicators

- The National Fire Protection Association (NFPA) Codes and Standards
 - Virtually every building, process, service, design, and installation is affected by NFPA's 300+ codes and standards.
 - Fire Service across the Country use these standards as a guide for operational best practices and maintains long standing history for response improvement
- Insurance Safety Office (ISO) are used to measure the outcomes from the NFPA Standards to direct an organization improvement and gauge its progress.
 - Lagging indicators assess performance over decades and provide the 'report card' for a healthy fire department.
 - Improvement is based on the previous assessment periods.
 - Although the Insurance industry cannot predict the cost savings for improved ISO ratings, the City is beholden to the community to strive to move to an improved score.

FLOODPLAIN MANAGEMENT

Jordan Myers, Environmental Planner

Community Rating System-CRS

- Currently a Class 4 in the CRS
- It should be noted that the City of Palm Coast is currently one of two cities in Florida with a Class 4 designation (7 in the nation) and there are 3 Florida communities 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.

CRS Points, Classes, and Activities

Table 110-1. CRS classes, credit points, and premium discounts.			
CRS Class	Credit Points (cT)	Premium Reduction	
		In SFHA	Outside SFHA
1	4,500+	45%	10%
2	4,000–4,499	40%	10%
3	3,500–3,999	35%	10%
4	3,000–3,499	30%	10%
5	2,500–2,999	25%	10%
6	2,000–2,499	20%	10%
7	1,500–1,999	15%	5%
8	1,000–1,499	10%	5%
9	500–999	5%	5%
10	0–499	0	0

SFHA: Zones A, AE, A1–A30, V, V1–V30, AO, and AH
Outside the SFHA: Zones X, B, C, A99, AR, and D
Preferred Risk Policies are not eligible for CRS premium discounts because they already have premiums lower than other policies. Preferred Risk Policies are available only in B, C, and X Zones for properties that are shown to have a minimal risk of flood damage.
Some minus-rated policies may not be eligible for CRS premium discounts.
Premium discounts are subject to change.

- Public Information Activities
- Mapping and Regulations
- Flood Damage Reduction Activities
- Warning and Response

Table 110-2. Credit points awarded for CRS activities.*				
Activity	Maximum Possible Points	Maximum Points Earned	Average Points Earned	Percentage of Communities Credited
300 Public Information Activities				
310 Elevation Certificates	116	116	38	96%
320 Map Information Service	90	90	73	85%
330 Outreach Projects	350	350	87	93%
340 Hazard Disclosure	80	62	14	84%
350 Flood Protection Information	125	125	38	87%
360 Flood Protection Assistance	110	100	55	41%
370 Flood Insurance Promotion ⁵	110	110	39	4%
400 Mapping and Regulations				
410 Flood Hazard Mapping	802	576	60	55%
420 Open Space Preservation	2,020	1,603	509	89%
430 Higher Regulatory Standards	2,042	1,335	270	100%
440 Flood Data Maintenance	222	249	115	95%
450 Stormwater Management	755	605	132	87%
500 Flood Damage Reduction Activities				
510 Floodplain Mgmt. Planning	622	514	175	64%
520 Acquisition and Relocation	2,250	1,999	195	28%
530 Flood Protection	1,600	541	73	13%
540 Drainage System Maintenance	570	454	218	43%
600 Warning and Response				
610 Flood Warning and Response	395	365	254	20%
620 Levees	235	207	157	0.5%
630 Dams	160	99	35	35%

Questions?

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department	COMMUNICATIONS & MARKETING	Amount	
Item Key	13199	Account #	
Subject PRESENTATION - ICMA PERFORMANCE MANAGEMENT AWARD			
Presenter: Brittany Kershaw			
Background :			
<p>The International City/County Management Association (ICMA) announced that Palm Coast, Florida, has been recognized for its data-driven management and reporting efforts with a Certificate of Distinction.</p> <p>Certificates are based on established criteria and are awarded at three levels: Achievement, Distinction, and the highest level of recognition, Excellence. Recipients at all levels collect and verify data to ensure reliability, train staff in performance measurement, and report data to the public through budgets, newsletters, and/or information provided to elected officials.</p> <p>Certificates of Distinction are awarded to those who also provide comparative and benchmarking information to the public, use performance data in strategic planning and operational decision-making, and share their knowledge with other local governments through presentations, site visits, and other networking activities.</p> <p>Palm Coast is among 12 jurisdictions receiving the Certificate of Distinction, and one of 56 recognized overall.</p> <p>ICMA, the International City/County Management Association, advances professional local government management worldwide through leadership, management, innovation, and ethics.</p> <p>ICMA provides member support, publications, data and information, peer and results-oriented assistance, and training and professional development to more than 12,000 appointed city, town, and county leaders and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect millions of individuals living in thousands of communities throughout the world, from small villages and towns to large metropolitan areas.</p>			
Recommended Action: FOR PRESENTATION PURPOSES ONLY.			

2021 ICMA RECIPIENTS, CERTIFICATES IN PERFORMANCE MANAGEMENT

CERTIFICATE OF EXCELLENCE (HIGHEST LEVEL)

Alachua County, FL
Alexandria, VA
Austin, TX
Bayside, WI
Bellevue, WA
Bernalillo County, NM
Clayton, MO
Coral Springs, FL
Dallas, TX
Fairfax County, VA
Farmers Branch, TX
Fort Collins, CO
Fort Lauderdale, FL
Gilbert, AZ
Gunnison County, CO
Henderson, NV
Kansas City, MO
Loudoun County, VA
Miami-Dade County, FL
Montgomery County, MD
Oklahoma City, OK
Pinehurst, NC
Port St. Lucie, FL
Rock Hill, SC
San Antonio, TX
Sarasota County, FL
Scottsdale, AZ
Sugarland, TX
Suwanee, GA
Tamarac, FL
Woodbury, MN

CERTIFICATE OF DISTINCTION

Algonquin, IL
Arapahoe County, CO
Baytown, TX
Buncombe County, NC
Cuyahoga County, OH
Palm Coast, FL
Phoenix, AZ
Poudre Fire Authority, CO
South Bend, IN
Southlake, TX
Tallahassee, FL
Wichita, KS

CERTIFICATE OF ACHIEVEMENT

Bettendorf, IA
Chester County, PA
Costa Mesa Sanitary District, CA
DeLand, FL
Elk Grove, CA
Frisco, TX
Georgetown, TX
Hudson, OH
Lake Wales, FL
Maplewood, MN
St. Lucie County, FL
Stanly County, NC
Temple, TX

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department	PLANNING	Amount
Item Key	13155	Account
		#
Subject	RESOLUTION 2022-XX THE TRIBUTE MULTI-FAMILY MASTER SITE PLAN – TIER 3, APPLICATION # 4999	
Presenter: Bill Hoover, Senior Planner, AICP		
<p>Background: *THIS IS A QUASI-JUDICIAL ITEM. PLEASE REMEMBER TO DISCLOSE ALL EX-PARTE COMMUNICATIONS.</p> <p>Ravenshill Holdings, LLC as contracted purchaser and developer has submitted an application (AR#4999) for a Master Site Plan for The Tribute, a proposed 246-unit multi-family market-rate rental community located on the east side of Old Kings Road about 1/3 mile north of SR 100. The property’s existing Multi-Family Residential (MFR-2) Zoning allows a density of 12 units/per acre of the development area (20.27 acres) except for wetland areas (1.91 acres) that allow a reduced density of 3 units/per acre. The density calculations for this 22.18 +/- acre project allow for a maximum of 249 units. However, the project proposes 246 units over the 22.18 +/- gross acres which equates to a density of 11.09 units/per acre.</p> <p>The majority of the residential buildings are three-story except for two large four-story buildings that front along the north side of the 15-acre Kings Lake. The project has two access points with the main entrance located at the project’s SW corner and an emergency access that is located along its NW corner that is shared with the adjoining Walmart site.</p> <p>The Tribute is comprised of the south parcel of 11.33 +/- acres located adjacent to the lake and the easterly 10.85 +/- acres of the north parcel which total 22.18 +/- acres. The south parcel was rezoned from COM-3 to MFR-2 by the City Council in November 2017 (the Planning and Land Development Regulation Board recommended approval by a 6 – 0 vote). The easterly portion of the north parcel was rezoned from COM-3 to MFR-2 by the City Council in September 2021 (the Planning and Land Development Regulation Board recommended approval by a 6 – 0 vote).</p> <p>Since the number of multi-family units is above the 100-unit threshold, the Master Site Plan is considered a “Major” (Tier 3) development, requiring review and recommendation by the Planning and Land Development Regulation Board (PLDRB) followed by review and final determination by the City Council. If the City Council approves the Master Site Plan, the applicant can follow with a Technical Site Plan application with administrative review of detailed engineering drawings.</p> <p><u>Planning and Land Development Regulation Board (PLDRB):</u> The PLDRB public hearing was held at 5:30 PM on February 16, 2022. The PLDRB found this project in compliance with the Comprehensive Plan and LDC and recommended approval to City Council of The Tribute Master Site Plan – Tier 3 by a 7-0 vote.</p>		

Recommended Action:

The Planning and Land Development Regulation Board found this project in compliance with the Comprehensive Plan and Land Development Code and recommended approval to City Council for Application #4999, The Tribute a Master Site Plan – Tier 3 for 246 homes so the developer may apply for a Technical Site Plan that would need to meet all applicable development requirements and subject to the following conditions.

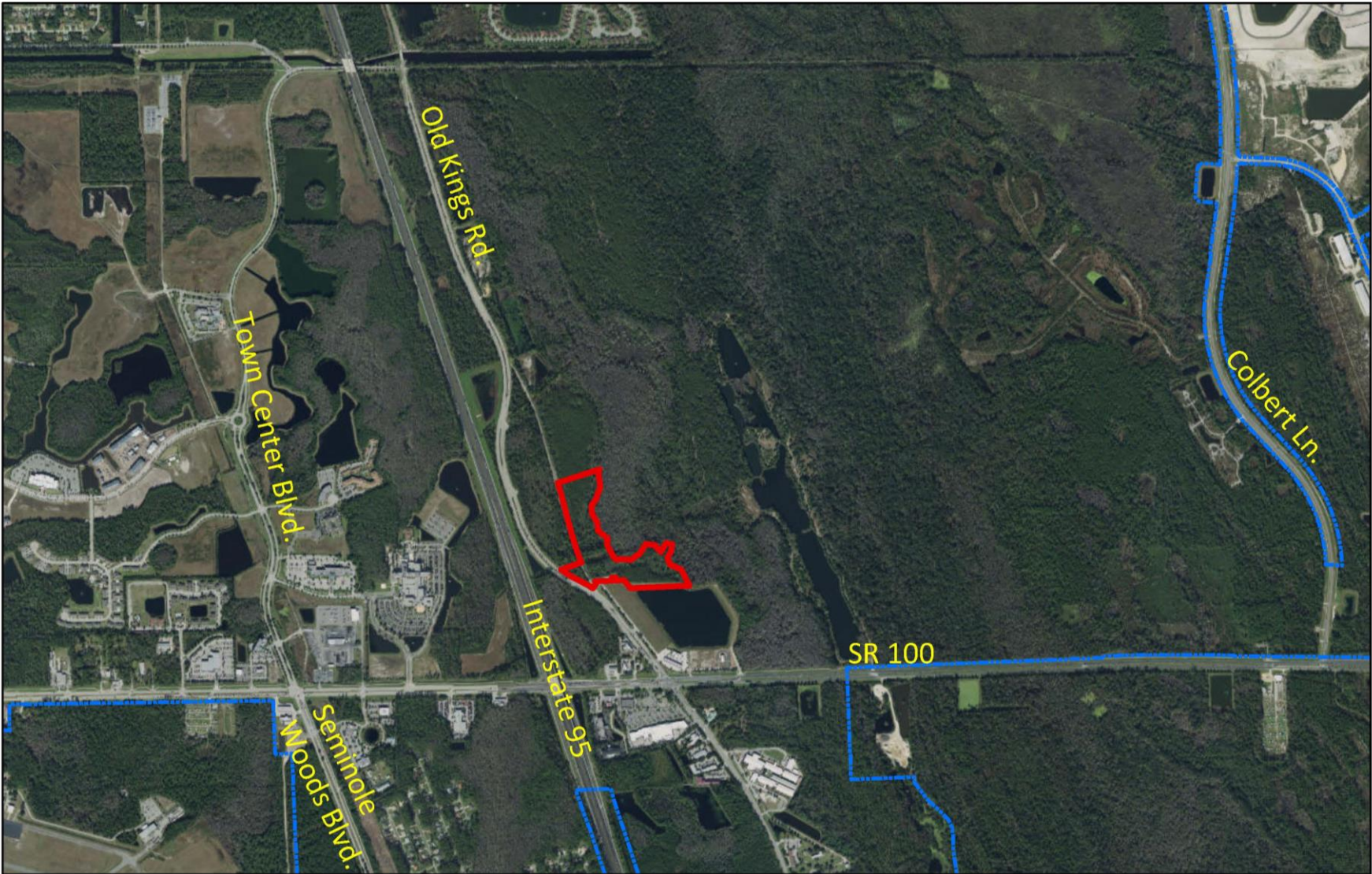
1. The applicant shall provide a detailed drawing demonstrating the project meets the minimum acreage requirements for resource and activity based Recreational Areas during the Technical Site Plan process.
2. The applicant shall provide a 10' wide sidewalk or trail easement adjacent to the northern boundary of Kings Pointe Lake and as depicted on the Master Site Plan during the Technical Site Plan process.

THE TRIBUTE MASTER SITE PLAN

**City Council Public Hearing
on March 1, 2022**

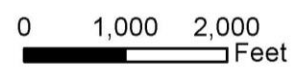
Location Map

The Tribute is 22.18 +/- acres and is located on the east side of Old Kings Road about one-third mile north of SR 100.



Legend

-  Palm Coast City Limits
-  The Tribute



Map Provided By: Planning Division





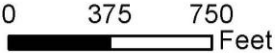
Close-up Aerial

The applicant has applied for a Master Site Plan for 246 multi-family homes and this would be a Tier 3 since it is over 100 units.



Legend

-  Palm Coast City Limits
-  The Tribute



Map Provided By: Planning Division

Project Description

Ravenshill Holdings, LLC is the contracted purchaser of the east 10.85 +/- acres of Tract 4 and the 11.33 +/- acres of Tract 2. The City Council in September 7, 2021 adopted the ordinance approving the rezoning on the east half of Tract 4 to MFR-2.



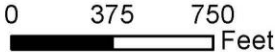
FLUM

Subject property and all nearby lands to the north, west, south and SE are all Mixed Use. Lands to the NE are Conservation.



Legend

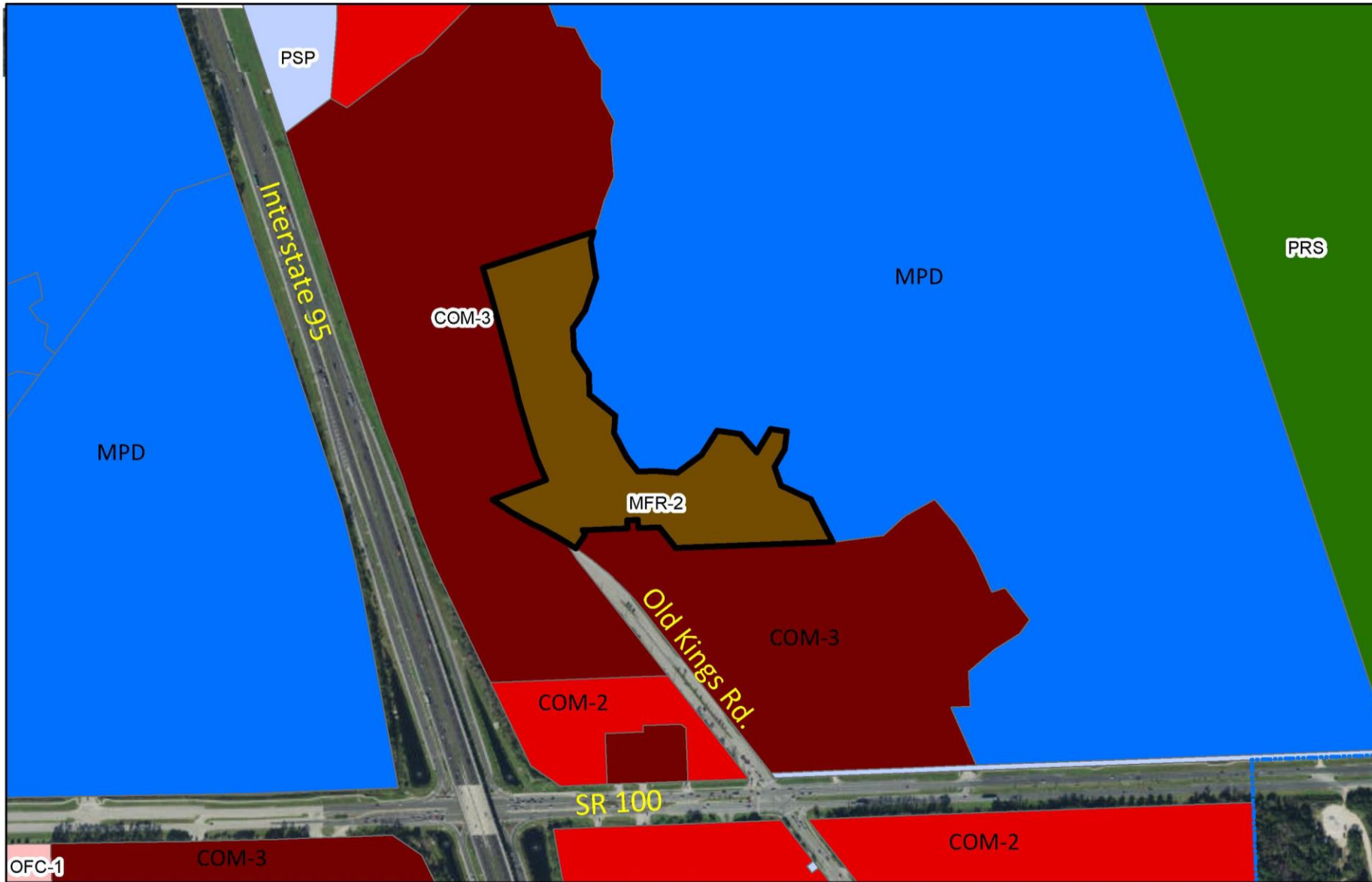
- Palm Coast City Limits
- The Tribute
- Conservation
- DRI-Urban Core
- Institutional
- Mixed Use



Map Provided By: Planning Division

Zoning Map

Site is MFR-2.
COM-3 is to the North, West and South.
MPD zoning is to the East.



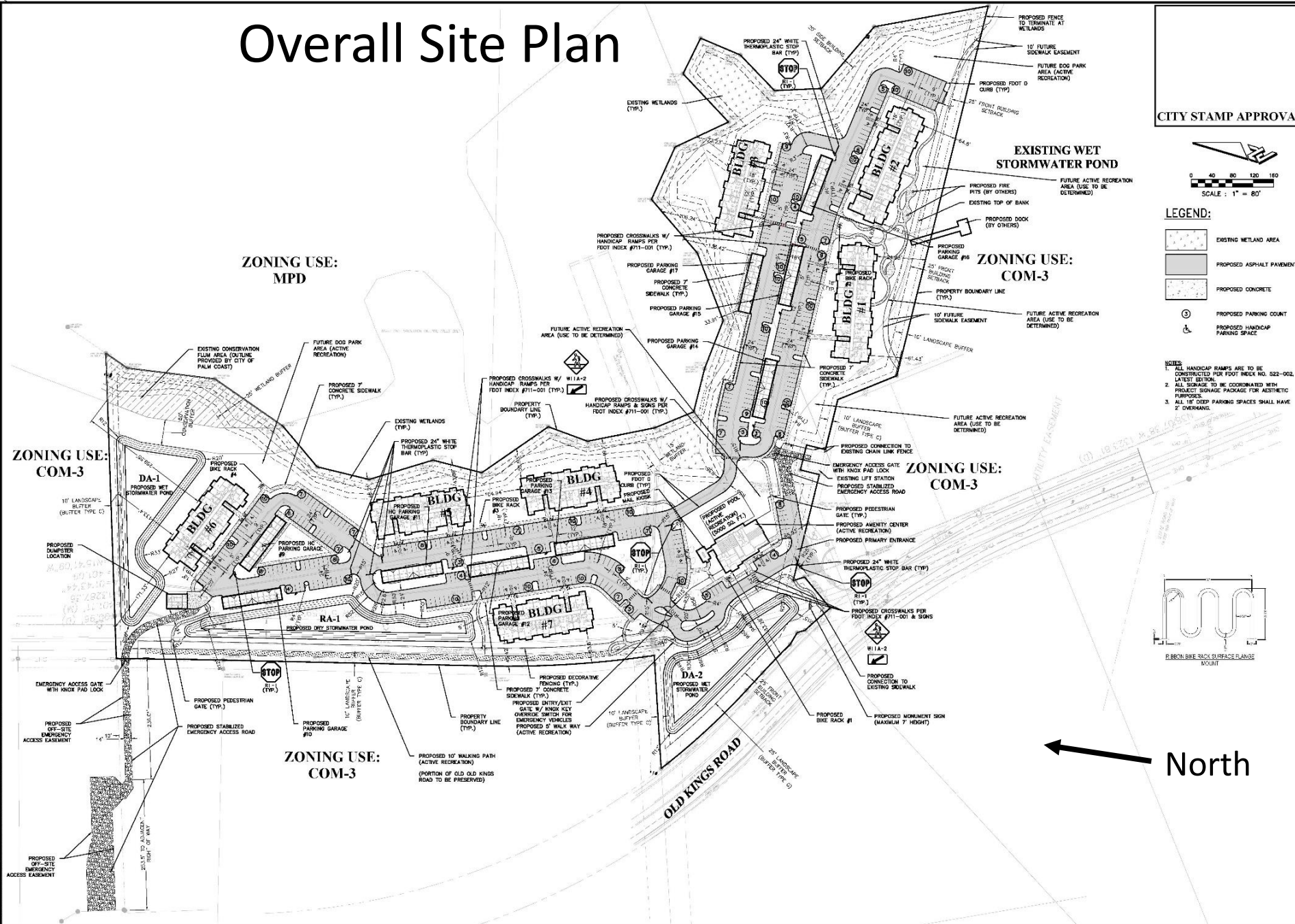
Legend

 Palm Coast City Limits	Palm Coast Zoning	 MFR-2	 PRS
 The Tribute	 COM-2	 MPD	 PSP
	 COM-3	 OFC-1	

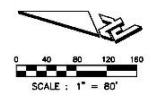


Map Provided By: Planning Division

Overall Site Plan



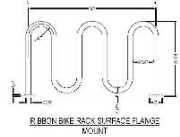
CITY STAMP APPROVAL



LEGEND:

- EXISTING WETLAND AREA
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE

- NOTES:**
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FOOT INDEX NO. 022-002, LATEST EDITION.
 2. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
 3. ALL 18' DEEP PARKING SPACES SHALL HAVE 2' OVERLAP.



North

ZEV COHEN & ASSOCIATES, INC.
INCORPORATED IN FLORIDA
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

DATE: 02/04/22
 TIME: 10:00 AM
 PROJECT: THE TRIBUTE AT PALM COAST (CITY OF PALM COAST PROJECT NO. 2021-001)

**THE TRIBUTE AT PALM COAST
 MASTER SITE PLAN
 OVERALL DEVELOPMENT PLAN**

CITY OF PALM COAST, FLORIDA

PROJECT NO. 2021-001
 DESIGNED BY: HK
 JUNIOR SUBJECT: IN
 CHECKED BY: HK
 DRAWING FILE: 202103.dwg
 PLOT TO: 24x36x DWG
 PAPER: 36x48x DWG

SHEET **C2** OF 4

Closeup Site Plan

North

Graham Swamp

Graham Swamp

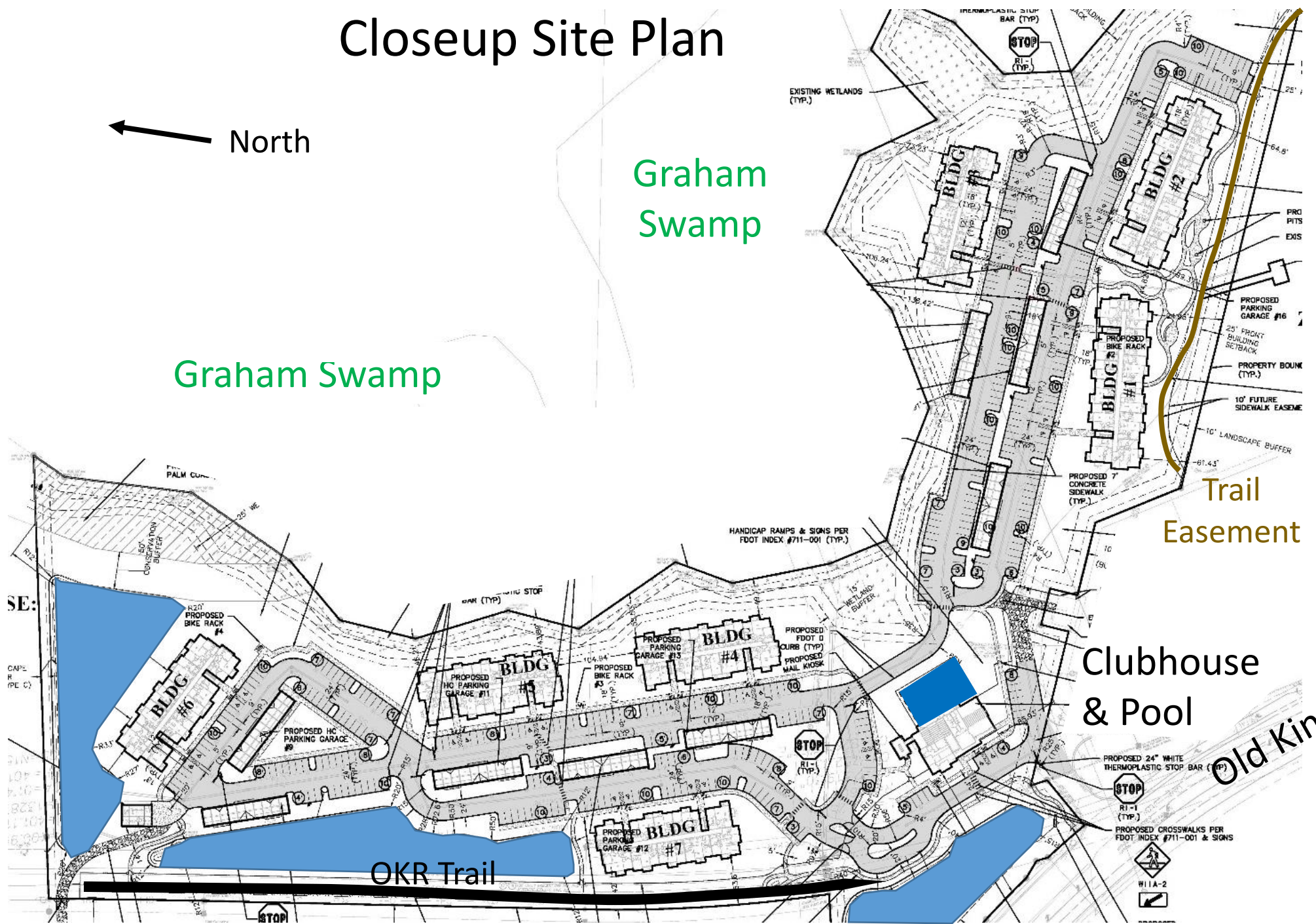
King's
Pointe
Lake

Most units will
overlook King's
Pointe Lake, a
drainage pond or
Graham Swamp

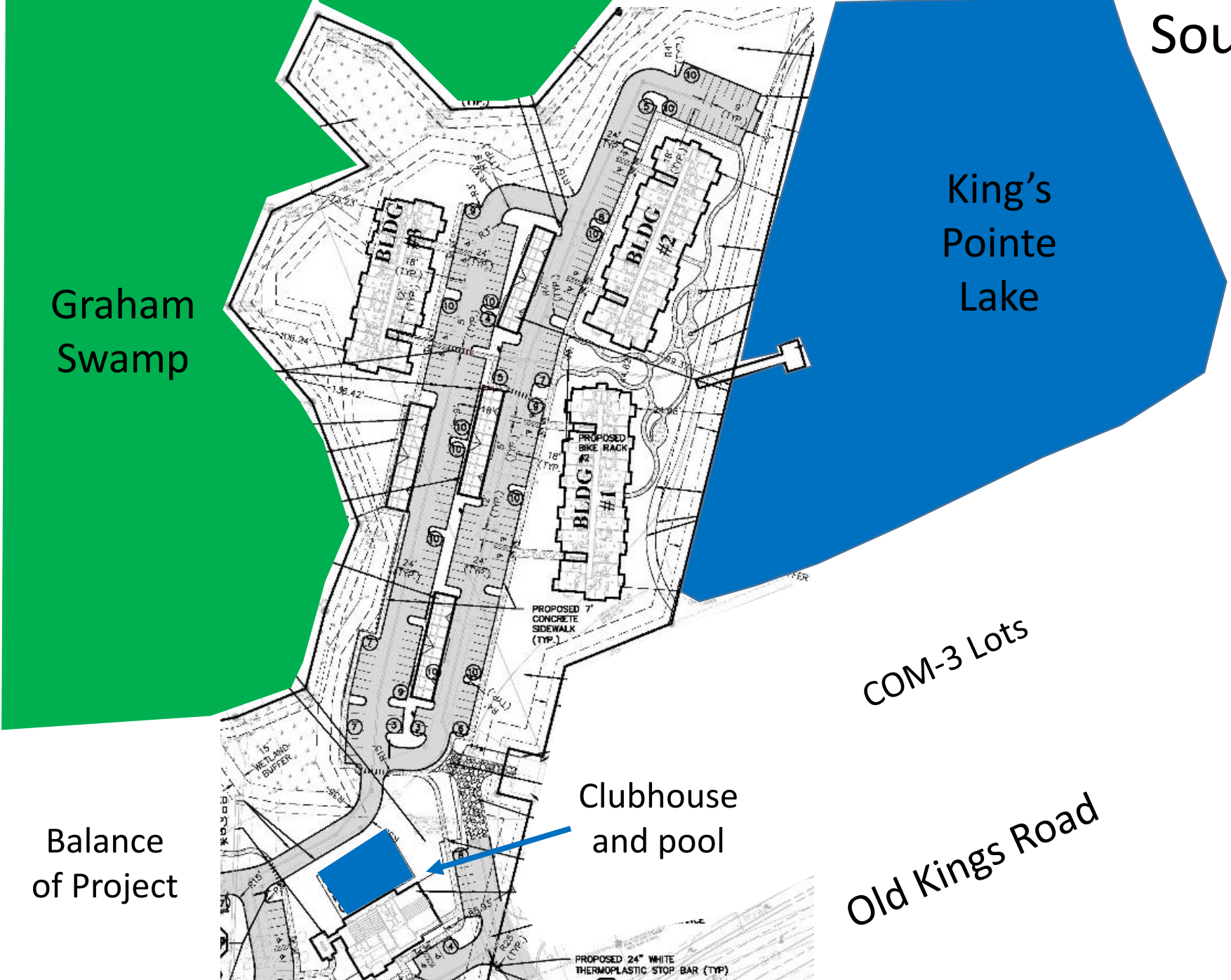
Trail
Easement

Clubhouse
& Pool

Old Kings Rd.



South Area Site Plan



Graham Swamp

King's Pointe Lake

Buildings 1 and 2 overlook King's Pointe Lake and are 4-story while all other residential buildings are 3-story.

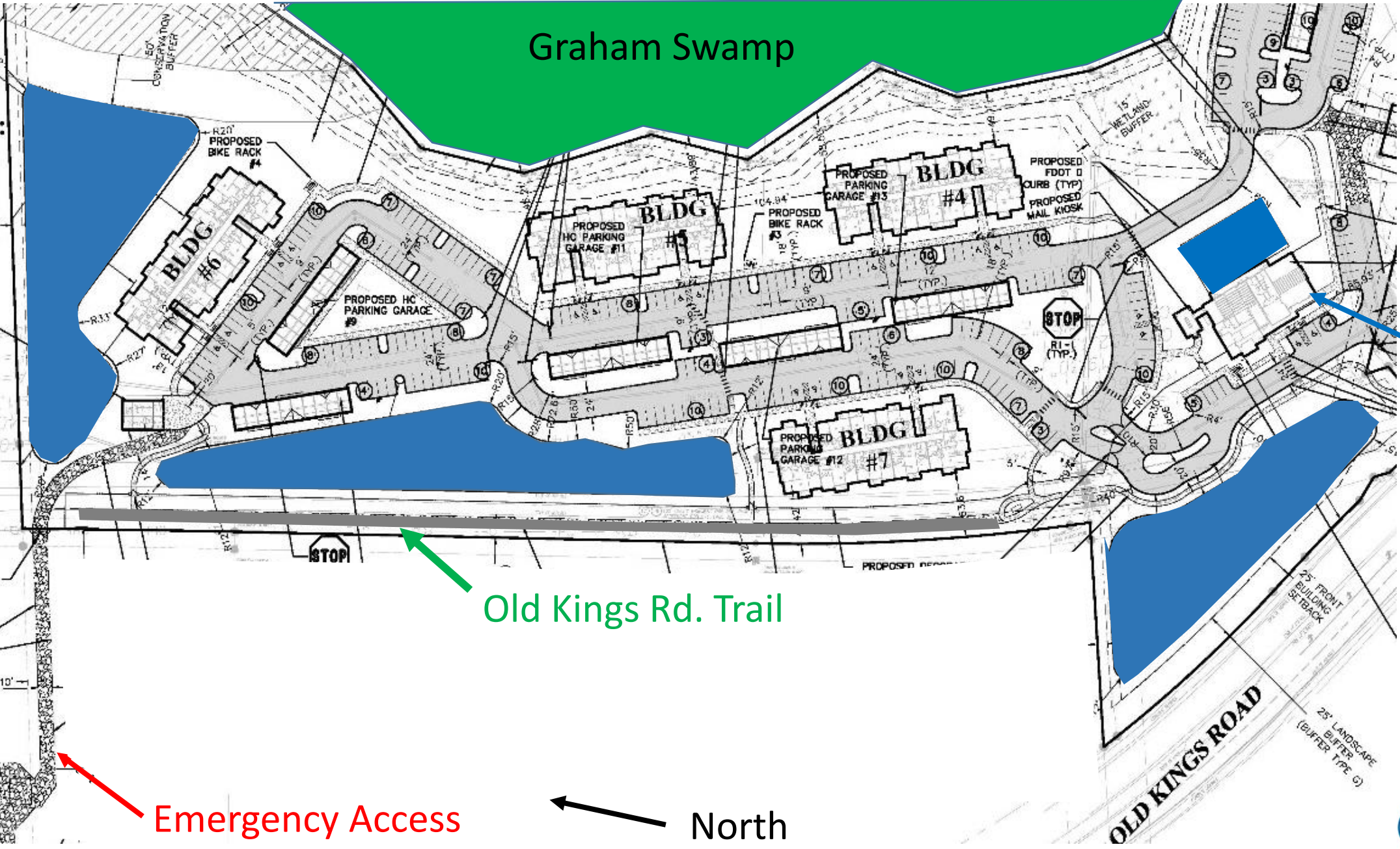
Balance of Project

Clubhouse and pool

COM-3 Lots
Old Kings Road

North

North Area Site Plan



Graham Swamp

Balance
of
Project

Clubhouse
and pool

Old Kings Rd. Trail

Emergency Access

North

Site Development Requirements

<u>Criteria (per LDC & MFR-2 Zoning District)</u>	<u>Required</u>	<u>Provided</u>
Minimum Development Site Area	4 acres	22.18 +/- acres
Maximum Density	12 units/per acre	11.09 units/per acre
Maximum Impervious Surface Ratio	70%	37.4%
Maximum Building Height	60 feet	Up to 60 feet
<u>Minimum Garages and Parking:</u> 77 1- BR units x 1.5 spaces 169 2-BR and 3-BR units x 2 spaces 2500 sq. ft. clubhouse/250 246 units x 1/3 = 82 garages spaces	116 spaces 338 spaces 10 spaces = 464 total spaces	476 total spaces including 90 garages and 30 ADA

3-Story Residential Building Elevations

1	FC LAP SIDING - SMOOTH - PAINTED - 7" EXPOSURE
2	FC LAP SIDING - SMOOTH - PAINTED - 10" AND 3" COMBINATION EXPOSURE
3	FC LAP SIDING - SMOOTH PAINTED - 3" EXPOSURE
4	FC TRIM AND PANEL - "BOARD AND BATTEN"
5	FC TRIM - SMOOTH - PAINTED
6	ALUMINUM RAILING
7	DECORATIVE WD. BRACKET - PAINTED
8	ARCHITECTURAL FIBERGLASS ROOF SHINGLES
9	STANDING SEAM METAL ROOF
10	DECORATIVE SHUTTERS - PAINTED
GENERAL MATERIALS (UNO)	
FIBER CEMENT TRIM : SMOOTH : PAINTED	
STANDING SEAM METAL ROOF : GALVALUME FINISH	
ARCHITECTURAL SHINGLE ROOF : LANDMARK - CERTAINTED LINE. COLOR : COBBLESTONE GRAY	
WINDOW GLAZING TO BE: DOUBLE INSULATED, LOW-E GLASS WITH U VALUE = .32 & SHGC = .22 OR BETTER	
EXTERIOR COLORS: B.O.D. SHERWIN WILLIAMS PAINT	
a - SW 7568 "WESTHIGHLAND WHITE" - LRV = 86	
b - SW 7048 "URBANE BRONZE" - LRV = 8	



4 MIX 1 - EXTERIOR ELEVATION REAR



1550 N. State Rd. 21st | Jacksonville, FL 32207
904.333.9700 | 904.333.9769 |
Email: info@g4design.com | AAS2501912

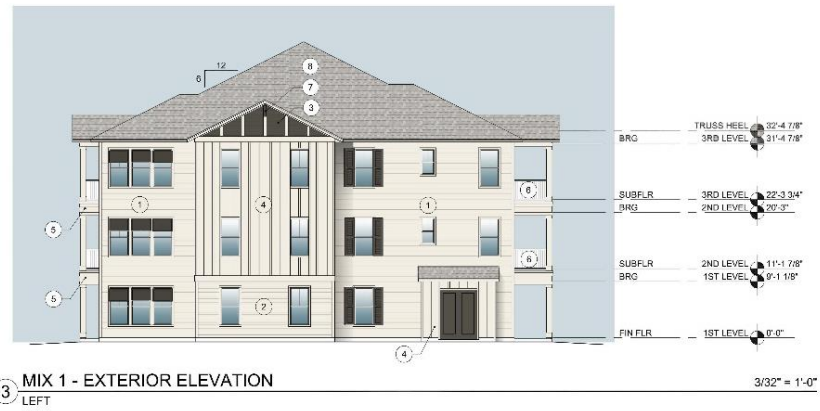
PLANS, ELEVATION, SECTION, AND/OR MATERIALS & DRAWINGS ARE NOT TO BE REPRODUCED, ADAPTED, COPIED IN ANY FORM OR MANNER, FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION AND CONSENT OF GROUP 4 DESIGN, INC.
DO NOT SCALE THE DRAWINGS. IF NOT SHOWN, VERIFY CORRECT DIMENSIONS WITH THE ARCHITECT. SEPARATE NOTES OR FULL PROJECT SPECIFICATIONS.
CONTRACTOR SHALL CHECK ALL MEASUREMENTS FOR CONFORMANCE.
©2021 Group 4 Design, Inc.

THIS DOCUMENT IS THE PROPERTY OF GROUP 4 DESIGN, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GROUP 4 DESIGN, INC.

Issue No.	Description	Date	By

Project Number:	210272
Drawn By:	
Checked by:	
Project Name:	THE TR BAJIE
	PALM COAST, FL
Drawing Name:	MIX 1 EXTERIOR ELEVATIONS

A301



3 MIX 1 - EXTERIOR ELEVATION LEFT



2 MIX 1 - EXTERIOR ELEVATION RIGHT



1 MIX 1 - EXTERIOR ELEVATION FRONT

4-Story Residential Building Elevations

1	FC LAP SIDING - SMOOTH - PAINTED - 7" EXPOSURE
2	FC LAP SIDING - SMOOTH - PAINTED - 10" AND 3" COMBINATION EXPOSURE
3	FC LAP SIDING - SMOOTH PAINTED - 3" EXPOSURE
4	FC TRIM AND PANEL - "BOARD AND BATTEN"
5	FC TRIM - SMOOTH - PAINTED
6	ALUMINUM RAILING
7	DECORATIVE WD. BRACKET - PAINTED
8	ARCHITECTURAL FIBERGLASS ROOF SHINGLES
9	STANDING SEAM METAL ROOF
10	DECORATIVE SHUTTERS - PAINTED
GENERAL MATERIALS (LWC)	
FIBER CEMENT TRIM - SMOOTH - PAINTED	
STANDING SEAM METAL ROOF - GALVALUME FINISH	
ARCHITECTURAL BRICK TILE ROOF - LANDMARK	
CERTAINTED LINE COLOR - COBBLESTONE GRAY	
WINDOW GLAZING TO BE DOUBLE INSULATED, LOW-E GLASS WITH U VALUE = .32 & SHGC = .22 OR BETTER	
EXTERIOR COLORS: B.O.D. SHERWIN WILLIAMS PAINT	
a	SW 7588 "WESTHIGHLAND WHITE" - LRV = 86
b	SW 7048 "URBANE BRONZE" - LRV = 8



4 MIX 2 - EXTERIOR ELEVATION

REAR



3 MIX 2 - EXTERIOR ELEVATION

LEFT



2 MIX 2 - EXTERIOR ELEVATION

RIGHT



1 MIX 2 - EXTERIOR ELEVATION

FRONT



1538 HILLCREST DRIVE | JACKSONVILLE, FL 32217
 904.383.3700 (or) 904.383.3769 (t)
 WWW.INTERIORSDESIGN.COM | 1.855.859.6112

WE, AT GROUP 4 DESIGN, WITH AN OFFICE IN JACKSONVILLE, FL, DESIGN AND CONSTRUCTION SERVICES TO OUR CLIENTS. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS. THE USER OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE USER SHALL CHECK ALL PERMIT AND APPROVAL REQUIREMENTS BEFORE CONSTRUCTION.

© 2021 Group 4 Design, Inc.

No.	Date	Issue	Revised By
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Project Number: 210272

Drawn By:

Checked By:

Project Name:

III - INQUIRY

PALM COAST, FL

Drawing Name:

MIX 2

EXTERIOR ELEVATIONS

Clubhouse Building Elevations

1	FC LAP SIDING - SMOOTH - PAINTED - 7" EXPOSURE
2	FC LAP SIDING - SMOOTH - PAINTED - 10" AND 3" COMBINATION EXPOSURE
3	FC LAP SIDING - SMOOTH PAINTED - 3" EXPOSURE
4	FC TRIM AND PANEL - "BOARD AND BATTEN"
5	FC TRIM - SMOOTH - PAINTED
6	ALUMINUM RAILING
7	DECORATIVE WD. BRACKET - PAINTED
8	ARCHITECTURAL FIBERGLASS ROOF SHINGLES
9	STANDING SEAM METAL ROOF
10	DECORATIVE SHUTTERS - PAINTED
GENERAL MATERIALS (UNO)	
FIBER CEMENT TRIM - SMOOTH - PAINTED	
STANDING SEAM METAL ROOF - GALVALUME FINISH	
ARCHITECTURAL SHINGLE ROOF - LANDMARK - CERTAINTED LINE, COLOR - GOBBLESTONE GRAY	
WINDOW CLADDING TO BE: DOUBLE INSULATED, LOW-E GLASS WITH U VALUE = .22 & SHGC = .22 OR BETTER	
EXTERIOR COLORS: B.O.D. SHERWIN WILLIAMS PAINT	
a - SW 7566 "WESTHIGHLAND WHITE" - LRV = 86	
b - SW 7048 "URBANE BRONZE" - LRV = 8	



4 CLUBHOUSE - EXTERIOR ELEVATION
REAR

1/8" = 1'-0"



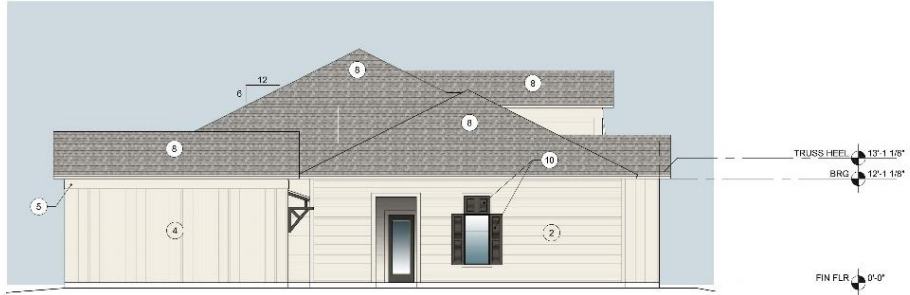
1501 N. UNIVERSITY BLVD. SUITE 100 | PALM BEACH, FL 33409
 561.852.5722 (t) 561.852.5716 (f)
 EMAIL: INFO@G4DESIGNINC.COM | WWW.G4DESIGNINC.COM

PLANS, PERMITS, CONTRACTS, WRITTEN MATERIALS, DRAWINGS AND SPECIFICATIONS SHALL BE REPRODUCED IN ANY MANNER OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF G4 DESIGN, INC.

DO NOT SCALE THE DRAWINGS. IF NOT SURE, VERIFY DIMENSIONS WITH THE ARCHITECT. SCALE NOTED ON DRAWING OR SHEET.

CONTRACTOR SHALL CHECK & VERIFY ALL LOCAL CONDITIONS.

©2021 Group 4 Design, Inc.



3 CLUBHOUSE - EXTERIOR ELEVATION
LEFT

1/8" = 1'-0"



2 CLUBHOUSE - EXTERIOR ELEVATION
RIGHT

1/8" = 1'-0"



1 CLUBHOUSE - EXTERIOR ELEVATION
FRONT

1/8" = 1'-0"

No.	Date	By	Description

Project Number: 210272
 Drawn By:
 Checked By:
 Project Name:
 IIR: IR 0000
 PALM COAST, FL
 Drawing Name:
 CLUBHOUSE
 EXTERIOR ELEVATIONS

CA301

Closeup Site Plan

Applicant will need to provide 4.72 acres of Recreational Areas for residents.

Graham Swamp

Graham Swamp

King's Pointe Lake

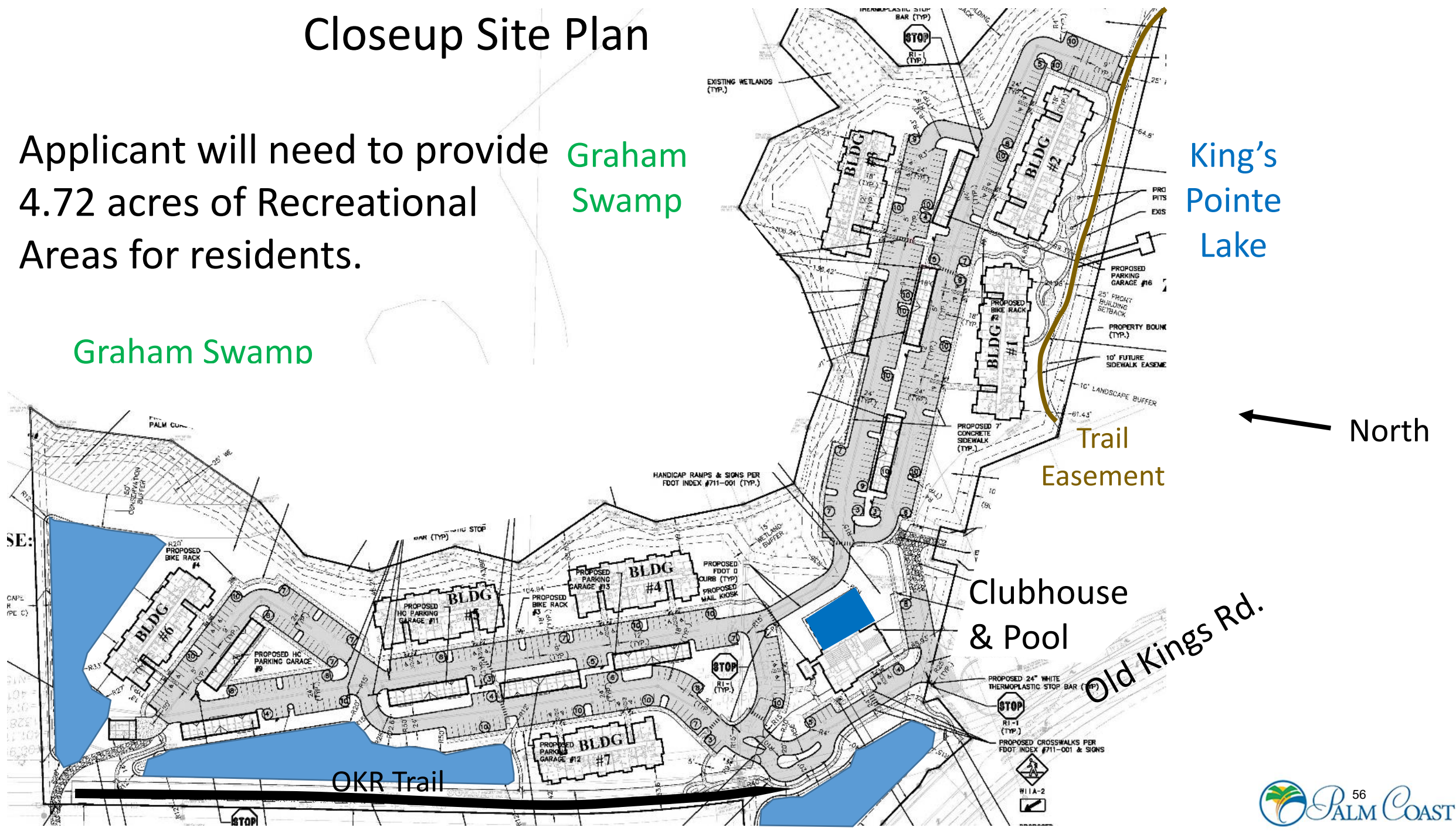
Trail Easement

North

Clubhouse & Pool

Old Kings Rd.

OKR Trail





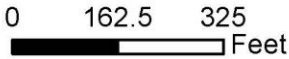
Kings Pointe Lake and Trail



This existing trail around Kings Pointe Lake is about 3600 feet long which is about 50% longer than the 2400-foot long lake trail behind City Hall.

Legend

-  Palm Coast City Limits
-  The Tribute



Map Provided By: Planning Division

Five Review Criteria from Sec. 2.05.05 of LDC

A. Must not be in conflict with public interest.

Findings: MFR-2 is an allowed zoning district in Mixed Use areas on the Comprehensive Plan and will be easily compatible with other uses allowed on neighboring lands.

B. Must be consistent with LDC and Comprehensive Plan.

Findings: Project meets four goals, policies or objectives of the Comprehensive Plan and will need to meet the LDC.

Five Review Criteria from Sec. 2.05.05 of LDC

C. Must not impose a significant liability or hardship on City.

Findings: Public facilities such as water and sewer are available to serve the site and the project will need to meet concurrency.

D. Must not create an unreasonable hazard or nuisance.

Findings: The Tribute's improvements will be newly constructed and will meet all relevant development standards. It will also be compatible with the overall neighborhood as it is primarily surrounded by designated wetlands and undeveloped COM-3 lands.

Five Review Criteria from Sec. 2.05.05 of LDC

E. Must comply with all applicable government standards.

Findings: Project will need to meet all local, state and federal development requirements.

Public Participation

- During the rezoning process, the applicants notified, via USPS First Class mail, all property owners within 300 feet of the rezoning of the neighborhood meeting.
- Meeting was held at 5:30 PM on May 11 at the Hilton Garden Inn.
- The applicant had two representatives there, City had two staff members there but no one from the public attended.
- Additional neighborhood meetings are not required for a Master Site Plan if they have been held previously on a project.

Next Steps

- Applicant applies for a Technical Site Plan that is reviewed administratively by staff.
- Applicant applies for a Site Development Permit to allow for construction.
- Applicant applies for building permits.

Recommendation

The Planning and Land Development Regulation Board found this in compliance with the Comprehensive Plan and Land Development Code and recommended approval to City Council for Application #4999, The Tribute a Master Site Plan – Tier 3 for 246 homes so the developer may apply for a Technical Site Plan that would need to meet all applicable development requirements and subject to the following conditions.

1. The applicant shall provide a detailed drawing demonstrating the project meets the minimum acreage requirements for resource and activity based Recreational Areas during the Technical Site Plan process.
2. The applicant shall provide a 10' wide sidewalk or trail easement adjacent to the northern boundary of Kings Pointe Lake and as depicted on the Master Site Plan during the Technical Site Plan process.

Applicant's team has a PowerPoint Presentation

RESOLUTION 2022-____
THE TRIBUTE MULTI-FAMILY MASTER SITE PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION # 4999 THE TRIBUTE MULTI-FAMILY MASTER SITE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 20, 2021, Application No. 4999, (hereinafter “the application”) was submitted by Zev Cohen & Associates, Inc. to the City of Palm Coast Community Development Department for approval of a residential Master Site Plan for 246 multi-family homes on 22.18 +/- acres of land located on the east side of Old Kings Road about 1/3 mile north of SR 100; and

WHEREAS, the City staff has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

WHEREAS, the Planning and Land Development Regulation Board held a public hearing on the application at its regularly scheduled meeting on February 16, 2022, and determined it is in compliance with the Comprehensive Plan and recommended approval to the City Council by a 7 - 0 vote; and

NOW, THEREFORE, BE IT RESOLVED by the City of Palm Coast, Flagler County, Florida:

SECTION 1. APPROVAL APPLICATION/FINDINGS.

(a). The City Council hereby approves the application for The Tribute Multi-Family Master Site Plan for a 246-home community located on the east side of Old Kings Road about 1/3 mile north of SR 100 and hereby authorizes the Mayor of the City of Palm Coast to execute the Development Order.

(b). The development approval sought under and pursuant to the application is consistent with the City of Palm Coast Comprehensive Plan and development of the property will be subject to and consistent with and in compliance with applicable land development

regulations and all other applicable regulations and ordinances as set forth in the *Code of Ordinances of the City of Palm Coast*.

SECTION 2. 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 3. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager, or designee, is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY



**CITY COUNCIL
PUBLIC HEARING
MARCH 1, 2022**

OVERVIEW

Project Name: The Tribute Master Site Plan
Application Number: 4999
Applicant/agent: Neel Stacy, Ravenshill Holdings, LLC, Deland, FL
Property Owner: Flagler Pioneer Group, LLC, Flagler Beach, FL
Location: East side of Old Kings Road about 1/3 mile north of SR 100
Parcel ID #: 39-12-31-0000-01010-0058 and approximately the eastern half of 39-12-31-0000-01010-0056
Current FLUM designation: Mixed Use and a small portion of Conservation in the NE corner
Current Zoning designation: MFR-2
Current Use: Vacant
Size of subject property: 22.18 +/- acres

ANALYSIS

REQUESTED ACTION:

Ravenshill Holdings, LLC as contracted purchaser and developer has submitted an application (AR#4999) for a Master Site Plan for The Tribute, a proposed 246-unit multi-family rental community located on the east side of Old Kings Road about 1/3 mile north of SR 100. The property's existing Multi-Family Residential (MFR-2) Zoning allows a density of 12 units/per acre of the development area (20.27 acres) except for wetland areas (1.91 acres) that allow a reduced density of 3 units/per acre. The density calculations for this 22.18 +/- acre project allow for a maximum of 249 units. However, the project proposes 246 units over the 22.18 +/- gross acres which equates to a density of 11.09 units/per acre.

PROJECT DESCRIPTION:

The current property owner purchased the 20.85 +/- acre parcel (north parcel) and the adjoining 11.33 +/- acre (south parcel) in 2007. In 2008, Flagler Pioneer Group, LLC along with other property owners entered into a Development Agreement with the City for the relocation of Old Kings Road and its 4-laning between SR 100 and Town Center Boulevard. This Development Agreement essentially created the Old Kings Road Special Assessment District which assisted in providing funding for those roadway improvements. In February 2009, Walmart purchased the large tract directly to the north of this project that has a shared access onto Old Kings Road with this project's north parcel and is located along their common property lines.

In February 2021, Neel Stacy representing Ravenshill Holdings, LLC put the 22.18 +/- acre subject property under purchase contract contingent upon the rezoning of the easterly portion of the north parcel from COM-3 to MFR-2 and site plan approval of the north and south parcels.

The Tribute is comprised of the south parcel of 11.33 +/- acres located adjacent to the lake and the easterly 10.85 +/- acres of the north parcel which total 22.18 +/- acres. (The remaining westerly portion of the north parcel is zoned COM-3.) The south parcel was rezoned from COM-3 to MFR-2 by the City Council in November 2017 (the Planning and Land Development Regulation Board recommended approval by a 6 – 0 vote). The easterly portion of the north parcel was rezoned from COM-3 to MFR-2 by the City Council in September 2021 (the Planning and Land Development Regulation Board recommended approval by a 6 – 0 vote).

Since the number of multi-family units is above the 100-unit threshold, the Master Site Plan is considered a “Major” (Tier 3) development, requiring review and recommendation by the Planning and Land Development Regulation Board (PLDRB) followed by review and final determination by the City Council. If the City Council approves the Master Site Plan, the applicant can follow with a Technical Site Plan application with administrative review of detailed engineering drawings.

SITE DEVELOPMENT PLAN SUMMARY:

- PROJECT ACREAGE: 22.18 +/- acres
- TOTAL UNITS: 77 one-bedroom and 169 two- or three-bedroom units

LAND USE AND ZONING INFORMATION

The following table summarizes the general existing and proposed land use and zoning data:

SURROUNDING ZONING AND FLUM CATEGORIES

Direction	FLUM Category	Zoning District
North	Mixed Use	COM-3
East	Conservation and Mixed Use	MPD
South	Mixed Use	COM-3
West	Mixed Use	COM-3

SITE DEVELOPMENT REQUIREMENTS:

Site development must be in accordance with the requirements of the City of Palm Coast Land Development Code, the Comprehensive Plan and the latest Building Codes. The following tables summarize the basic development standard requirements and corresponding proposed development criteria, with which the application complies:

SITE DEVELOPMENT REQUIREMENTS FOR MFR-2

Criteria (per LDC)	Required	Provided
Minimum Lot Size	4 acres	22.18 +/- acres
Maximum Density	12 units/acre	11.09 units/acre
Maximum Impervious Coverage	70%	37.4%
Maximum Building Height	60 ft.	Up to 60 ft.
Minimum Living Area	650 s.f.	777 s.f. – 1,308 s.f.
Minimum Building Setbacks	Front (West): 25 ft. Rear (East): 20 ft. Side (North): 10 ft. Side (South): 10 ft.	25 ft. minimum 20 ft. minimum 10 ft. minimum 10 ft. minimum
Minimum Garages/Parking		
246 units x 33% with garages =	82 garage spaces	90 garage spaces
77 1-BR units x 1.5 spaces =	116 spaces	plus
169 2/3-BR units x 2 spaces =	338 spaces	386 uncovered spaces
Total spaces including garages	454 spaces	476 total spaces Including 30 for ADA

MASTER SITE PLAN PROCESS

The Master Site Plan application process is specified in Section 2.10 of the Unified Land Development Code (LDC). This review process is intended to ensure that site development takes place in an orderly and efficient manner through a process that provides adequate review based on the size and complexity of the proposed development. Master Site Plan review and approval establishes the viability of a development thereby, allowing a project to proceed to the Technical Site Plan process.

This application incorporates a review/approval process coordinated by and through City staff, the PLDRB, and the City Council as applicable. As provided in Table 2-1 of Sec. 2.04 of the LDC, residential projects over 100 units are classified as Major projects, which requires review and recommendation from the PLDRB, and with final review and determination by the City Council.

Section 2.10.04 of the LDC establishes the review criteria for a Master Site Plan as detailed below.

Review Criteria	Comments
1. Logic of design	The Master Site Plan proposed for multi-family development illustrates a proposed project consisting of primarily three-story buildings with two four-story buildings overlooking the north edge of the adjacent 15 +/- acre Kings Pointe Lake.
2. Internal Consistency	The Master Site Plan is designed for the multi-family development of 246 homes with two access points onto Old Kings Road with the northerly one for only emergency access that will be shared with the Walmart property to the north.
3. Impact on neighboring sites	This multi-family project will have only minimal impact on neighboring properties as there are hardly any developed sites within ¼ mile of the subject property. Additionally, to the east is a significant wetland area that

	is part of Graham Swamp.
4. Internal vehicle and pedestrian connectivity	Pedestrian access ways will allow future residents to walk and bicycle throughout the site using sidewalks.
5. Public benefit from the project	The project will allow for a wider diversity of housing opportunities to be available in Palm Coast. The applicant is also providing public access to a proposed trail along a remaining portion of the original Old Kings Road and also providing a 10' wide easement for a future trail that will run eventually around the entire 15 +/- acre Kings Pointe Lake.

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

Prior to approval of a Development Order for a Site Plan, the proposed project must be evaluated for conformance with the requirements of LDC Chapter 2, Section 2.05.05, which provides criteria that must be met to issue approval. The proposed project has been evaluated against the review criteria as directed by the LDC, which 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;

Planning Staff Finding: The proposed development is not in conflict with or contrary to the public interest, as the specified land use is consistent with the City's LDC, its MFR-2 Zoning and the Comprehensive Plan.

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

Planning Staff Finding: The request is consistent with the Comprehensive Plan. The following are applicable goals, policies and objectives that the project supports:

- **Chapter 1 – 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.*** Allowing multi-family uses on this infill site will combat urban sprawl by utilizing land that is located east of Old Kings Road and reasonably close to commercial uses located to the south along the SR 100 corridor east of the Interchange with I-95. 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 detached homes. Multi-family land uses compared to single-family home sites, also allow a significantly better opportunity for preserving open space and protecting environmentally sensitive areas.
- **Chapter 1 – Land Use Element: 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.*** All public services are already available to serve the site or will be extended at the developer's expense and have

adequate capacity for doing so. Additionally, multi-family homes with fewer exterior walls than detached single-family homes are more energy efficient.

- **Chapter 3 - Housing Element: Objective 3.3.5 Protect Residential Areas from Inappropriate Land Uses** – *Protect predominantly residential areas from the intrusion of incompatible or more intensive land uses.* The closest single-family residential neighborhoods to the proposed multi-family rezoning are the Hidden Lakes Subdivision a little over one mile to the north and the upcoming Colbert Landings Subdivision a little under one mile to the east. Significant portions of Graham Swamp will also separate this multi-family project from those two residential subdivisions.

- **Chapter 3 - Housing Element: Objective 3.4.1 Diversity in Housing Opportunities; Policy 3.4.1.1** – *Through the FLUM and 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.* Approval of this multi-family residential rezoning will allow the developer to move forward with developing multi-family homes in an area of predominantly vacant commercially zoned properties on three sides and Graham Swamp on the remaining side to the east. This will allow this more intense type of residential use to be developed where it will not have any negative impacts on single-family detached homes. Not all residents desire or can afford to live in single-family detached homes all of their adult lives and by having apartment communities that have on-site professional management facilities it is better for Palm Coast to have one large rental community of 246 homes than 246 single-family rental homes dispersed throughout Palm Coast that may or may not be well maintained. Many newcomers to Palm Coast rent for a period of time before purchasing a home.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Planning Staff Findings: The proposed development does not impose a significant financial liability or hardship for the City as the project will meet the LDC and the City’s concurrency requirements.

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;

Planning Staff Finding: The proposed development at this infill yet isolated location poses no unreasonable hazard, nuisance, nor does it constitute a threat to the general health, welfare, or safety of the City’s inhabitants. All improvements will be newly constructed and/or developed in compliance with the relevant LDC, Building Code and other agency requirements.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;

Planning Staff Finding: For the project to proceed, the applicant is required to submit a Technical Site Plan, building plans and permit applications as required to the various agencies having jurisdiction, and shall meet all requirements of other applicable local, state and federal laws, statutes, ordinances, regulations and codes.

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 during the 2021 rezoning of the eastern half of the north parcel, the developer notified the neighboring property owners via USPS first class mail on May 1, 2021 of a neighborhood meeting that was held on May 11, 2021 at 5:30 P.M at the Hilton Garden Inn located at the NW of the intersection of Town Center Boulevard and SR 100. No one from the public attended this neighborhood meeting but two persons representing the applicant did as well as two City staff members. Once a neighborhood meeting is held for a rezoning the LDC does not require additional neighborhood meetings for the project's platting or site development processes.

SUMMARY OF FINDINGS

After review and evaluation of the proposed project for conformance with the requirements of the City of Palm Coast LDC and Comprehensive Plan, staff finds that the proposed conceptual Master Site Plan can meet the requirements for approval. The Master Site Plan process recognizes that up to 25% cumulative design change may be allowed after further engineering.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD (PLDRB)

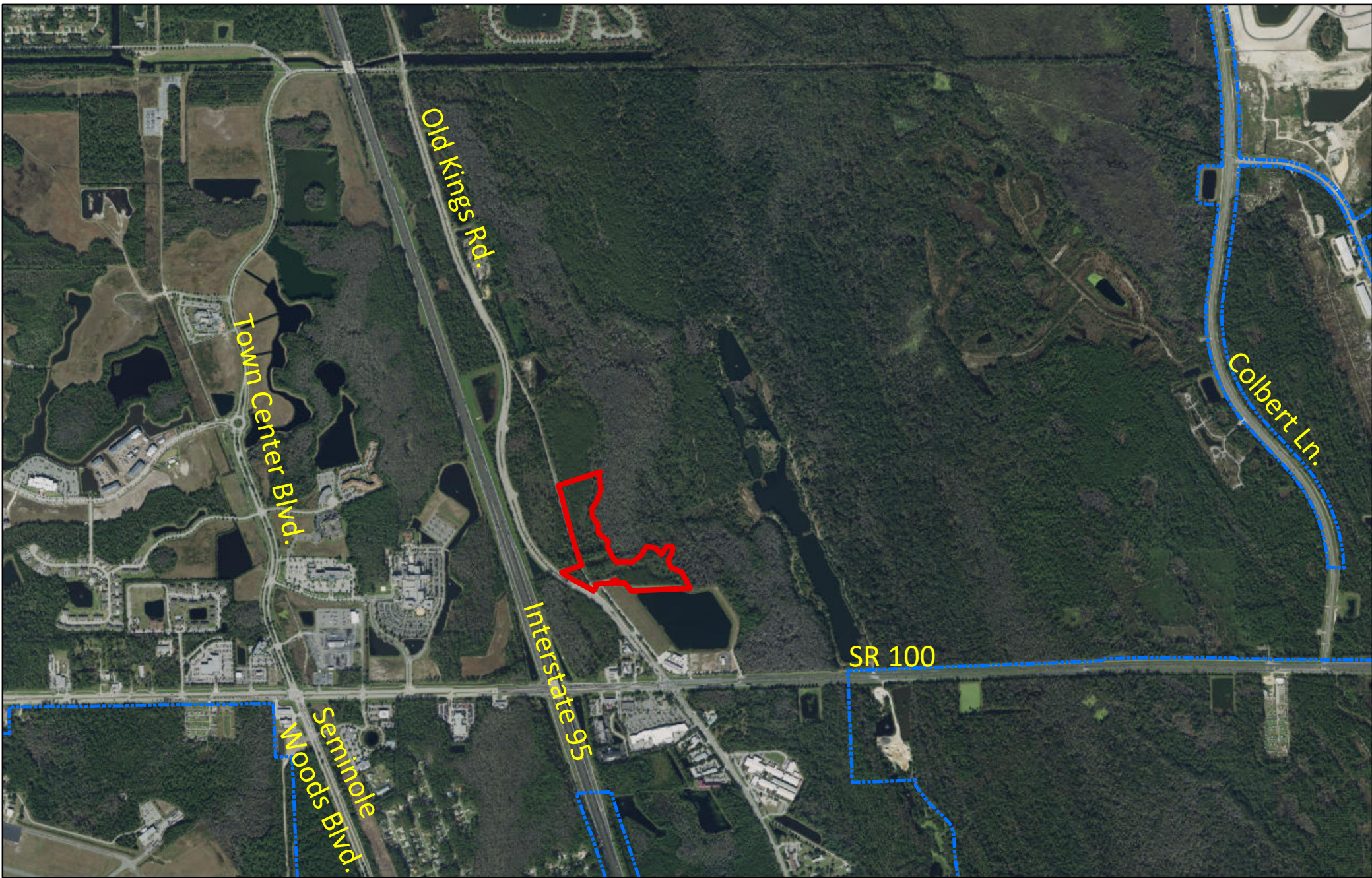
The PLDRB public hearing was held at 5:30 PM on February 16, 2022. The PLDRB found this project in compliance with the Comprehensive Plan and Land Development Code and recommended approval to City Council of the Master Site Plan – Tier 3 by a 7-0 vote.

RECOMMENDATION



The Planning and Land Development Regulation Board found this project in compliance with the Comprehensive Plan and Land Development Code and recommended approval to City Council for Application #4999, The Tribute a Master Site Plan – Tier 3 for 246 homes so the developer may apply for a Technical Site Plan that would need to meet all applicable development requirements and subject to the following conditions.

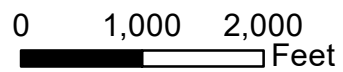
1. The applicant shall provide a detailed drawing demonstrating the project meets the minimum acreage requirements for resource and activity based Recreational Areas during the Technical Site Plan process.
2. The applicant shall provide a 10' wide sidewalk or trail easement adjacent to the northern boundary of Kings Pointe Lake as depicted on the Master Site Plan during the Technical Site Plan process.

The Tribute Distant Aerial

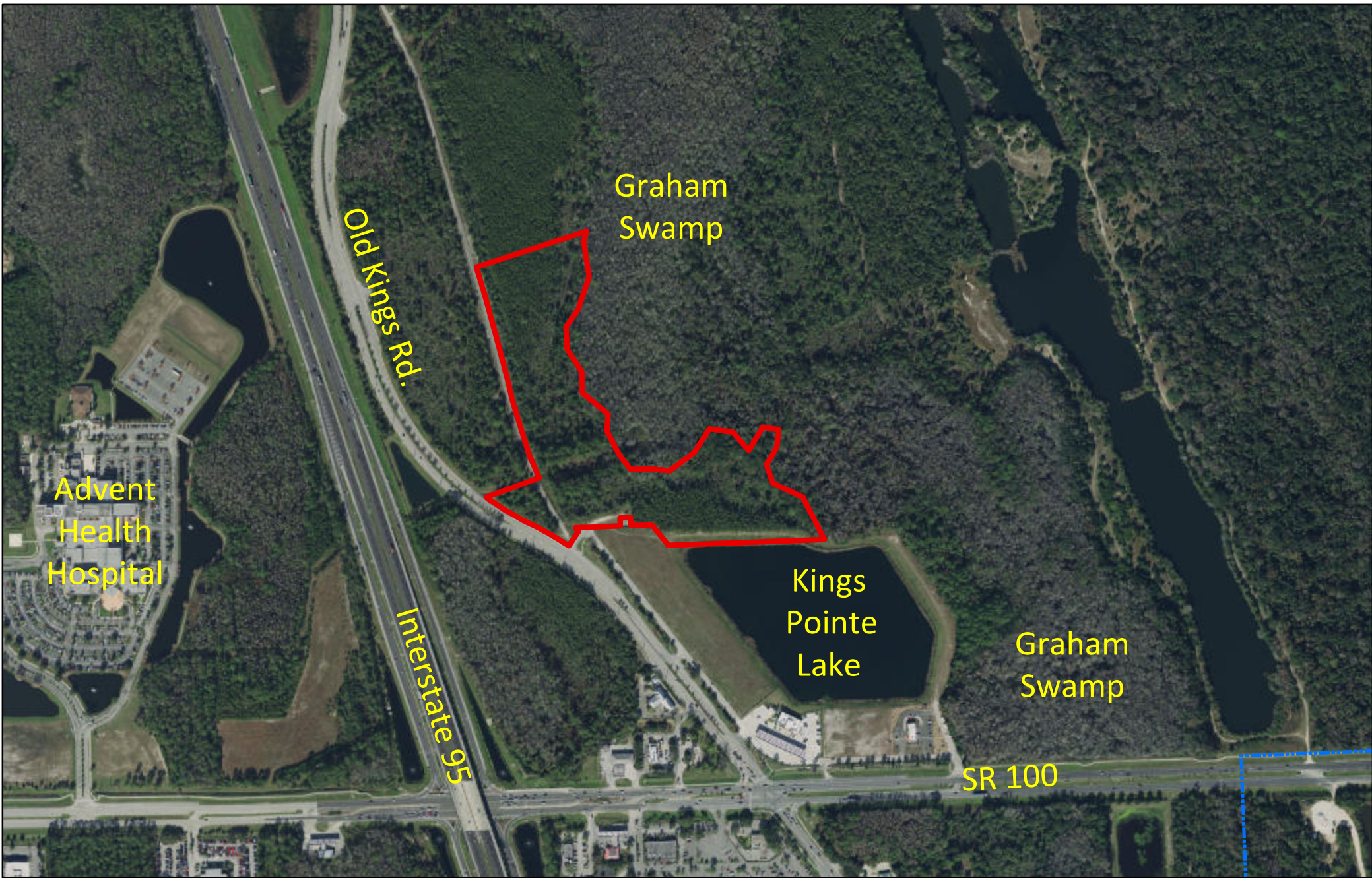


Legend



-  Palm Coast City Limits
-  The Tribute



The Tribute Closeup Aerial



Legend

-  Palm Coast City Limits
-  The Tribute

0 375 750
Feet



The Tribute FLUM

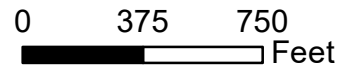


Legend

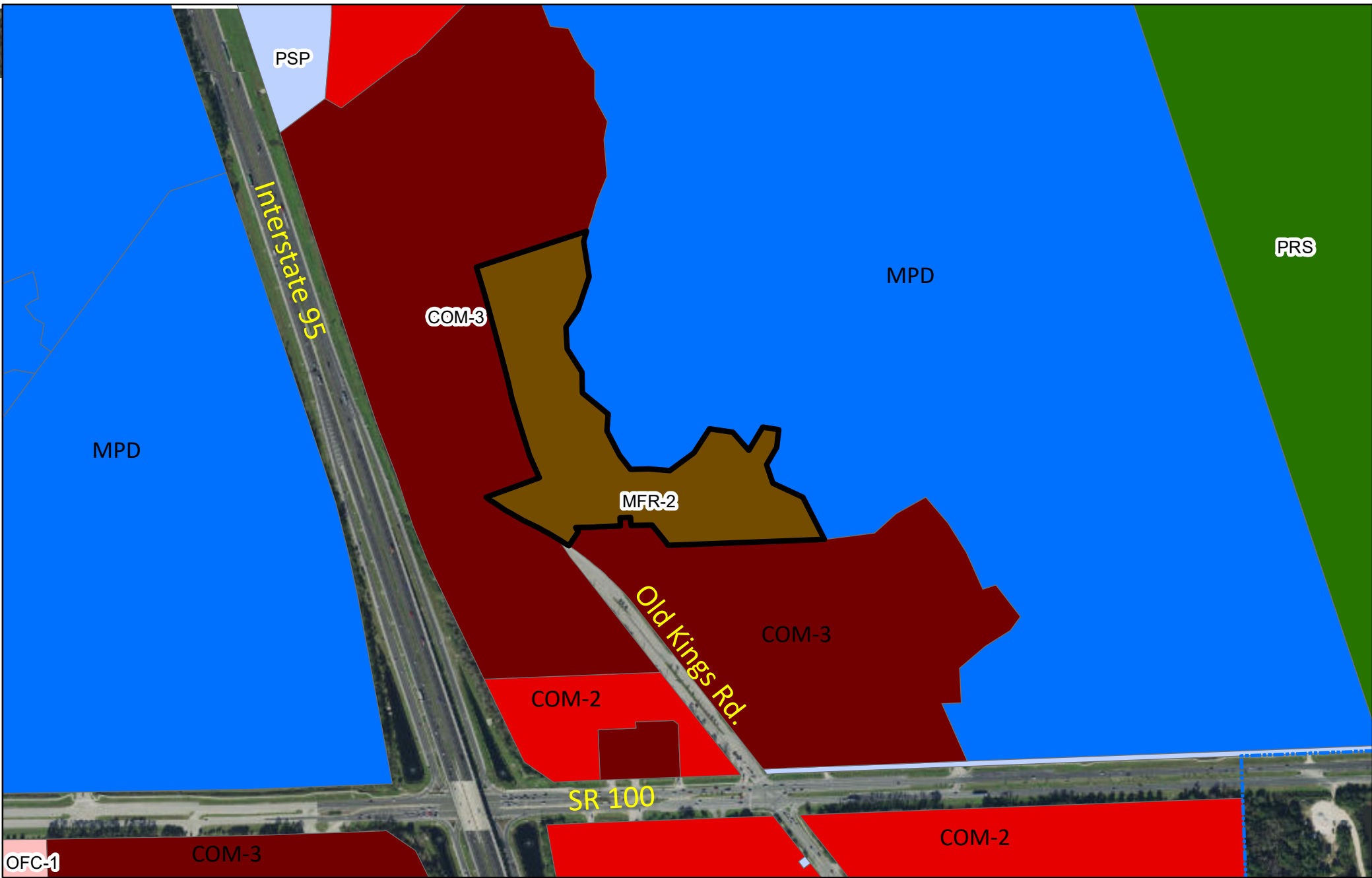
- Palm Coast City Limits
- The Tribute

- Palm Coast FLUM**
- Conservation
 - DRI-Urban Core










- Institutional
- Mixed Use

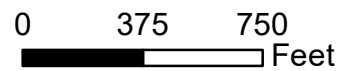


The Tribute Zoning Map



Legend

 Palm Coast City Limits	Palm Coast Zoning	 MFR-2	 PRS
 The Tribute	 COM-2	 MPD	 PSP
	 COM-3	 OFC-1	





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 checked="" 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: The Tribute

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): None
East of Old Kings Road & north of Kings Pointe Subdivision

C. PROPERTY APPRAISER'S PARCEL NUMBER(S): _____
39-12-31-0000-01010-0058 and a portion of 39-12-31-0000-01010-0056

D. LEGAL DESCRIPTION: _____ Subdivision Name; _____ Section; _____ Block; _____ Lot
See Attached Survey & Legal

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 22.18 Acres

F. FUTURE LAND USE MAP DESIGNATION: Mixed Use EXISTING ZONING DISTRICT: MFR-2
 OVERLAY DISTRICT: None

G. FLOOD ZONE: X COMMUNITY PANEL NUMBER: 0231E DATE: 6/6/2018

H. PRESENT USE OF PROPERTY: Undeveloped

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS): _____

J. PROPOSED NUMBER OF LOTS: None

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: #4738 - Rezoning

M. WATER/SEWER PROVIDER: City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? Yes No



OWNER:

APPLICANT / AGENT:

Name: FLAGLER PIONEER GROUP, LLC	Name: NEEL STACY
Mailing Address: C/O TOM GIBBS, 2 LAMBERT COVE FLAGLER BEACH FL 32136	Mailing Address: Ravenshill Holdings, LLC 313 Ravenshill Way Deland, FL 32724
Phone Number: 386-437-9363	Phone Number: 904-312-4288
E-mail Address: TGIBBS13@AOL.COM	E-mail Address: NEEL.STACY@EARTHLINK.NET

MORTGAGE HOLDER:

ENGINEER OR PROFESSIONAL:

Name:	Name: HALUK "LUKE" KILIC, P.E. - ZEV COHEN & ASSOCIATES, INC.
Mailing Address:	Mailing Address: 300 INTERCHANGE BLVD., SUITE C ORMOND BEACH, FL 32174
Phone Number:	Phone Number: 386-677-2482
E-mail Address:	E-mail Address: hkilic@zevcohen.com

PLANNER:

TRAFFIC ENGINEER:

Name:	Name: LTG, Inc.
Mailing Address:	Mailing Address: 1450 W. Granada Blvd., Suite 2 Ormond Beach, F L 32174
Phone Number:	Phone Number: 386.257.2571
E-mail Address:	E-mail Address: rlasiter@ltg-inc.us

SURVEYOR:

LANDSCAPE ARCHITECT:

Name: ALBERT D. BRADSHAW, P.S.M - BRADSHAW-NILES & ASSOCIATES, INC.	Name: STEVEN P. VERLANDER, P.L.A. VERLANDER LANDSCAPE ARCHITECTURE, LLC.
Mailing Address: 280 BUSINESS PARK CIRCLE SUITE #410, ST. AUGUSTINE, FL 32095	Mailing Address: 980 MONTCLAIR CIRCLE APOPKA, FL 32703
Phone Number: 904-829-2591	Phone Number: 407-834-4104
E-mail Address: dbradshaw@bradshaw-niles.com	E-mail Address: stevENV@verlander.com

ATTORNEY:

DEVELOPER OR DOCKMASTER:

Name: JAY LIVINGSTON	Name: NEEL STACY
Mailing Address: 391 Palm Coast Parkway SW, Ste. 1 Palm Coast, Florida 32137	Mailing Address: Ravenshill Holdings, LLC 313 Ravenshill Way Deland, FL 32724
Phone Number: 386-439-2945	Phone Number: 904-312-4288
E-mail Address: jay.livingston314@gmail.com	E-mail Address: NEEL.STACY@EARTHLINK.NET

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application

Signature(s)

Printed or typed name(s): NEEL STACY

NOTARY: This instrument was acknowledged before me on this 16th day of December, 2020

Neel Stacy who is/are personally known to me, or who has/have produced FLDL as identification. (SEAL)



Signature of Notary Public, State of Florida General Application (sheet 2 of 2)

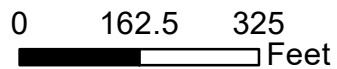


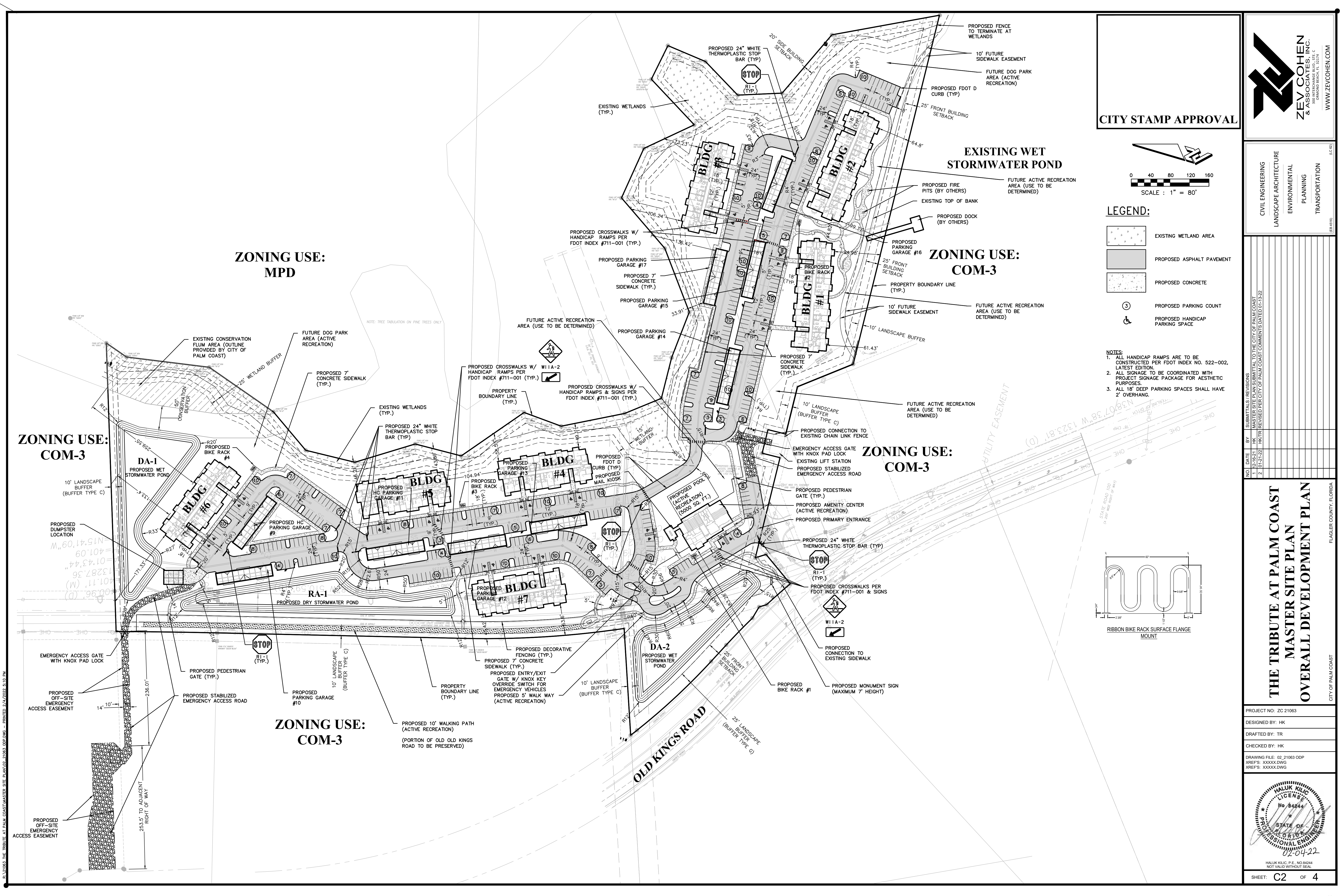
Kings Pointe Lake and Trail



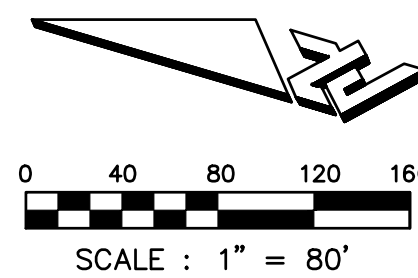
Legend

-  Palm Coast City Limits
-  The Tribute





CITY STAMP APPROVAL

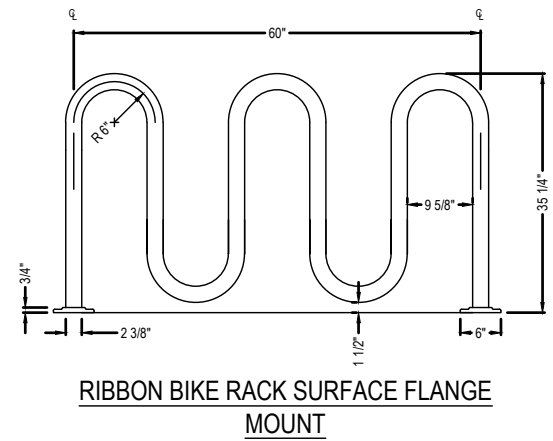


LEGEND:

- EXISTING WETLAND AREA
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE

NOTES:

1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
3. ALL 18' DEEP PARKING SPACES SHALL HAVE 2' OVERHANG.



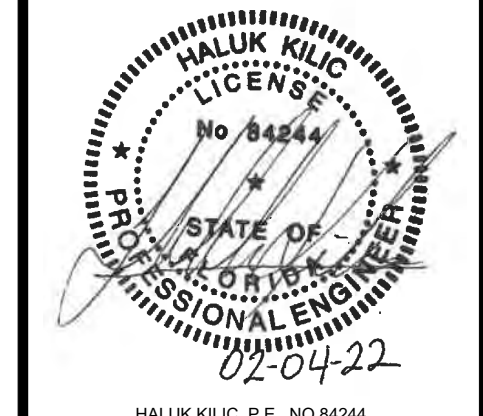
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISIONS
1	01/21/22	HK	INITIALS TO THE CITY OF PALM COAST
2	01/21/22	HK	HKTR REVIEW PER CITY OF PALM COAST COMMENTS DATED 01/13/22

THE TRIBUTE AT PALM COAST
MASTER SITE PLAN
OVERALL DEVELOPMENT PLAN

PROJECT NO. ZC 21063
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK

DRAWING FILE: 02_21063 ODP
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG



HALUK KILIC, P.E., NO. 84244
NOT VALID WITHOUT SEAL

P:\WORK\THE TRIBUTE AT PALM COAST\MASTER SITE PLAN\02-21063 - ODP.DWG - PRINTED: 2/2/2022 5:10 PM

MATERIAL LEGEND

- ① FC LAP SIDING - SMOOTH - PAINTED - 7" EXPOSURE
 - ② FC LAP SIDING - SMOOTH - PAINTED - 10" AND 3" COMBINATION EXPOSURE
 - ③ FC LAP SIDING - SMOOTH PAINTED - 3" EXPOSURE
 - ④ FC TRIM AND PANEL - "BOARD AND BATTEN"
 - ⑤ FC TRIM - SMOOTH - PAINTED
 - ⑥ ALUMINUM RAILING
 - ⑦ DECORATIVE WD. BRACKET - PAINTED
 - ⑧ ARCHITECTURAL FIBERGLASS ROOF SHINGLES
 - ⑨ STANDING SEAM METAL ROOF
 - ⑩ DECORATIVE SHUTTERS - PAINTED
- GENERAL MATERIALS (UNO)
- FIBER CEMENT TRIM : SMOOTH : PAINTED
- STANDING SEAM METAL ROOF : GALVALUME FINISH
- ARCHITECTURAL SHINGLE ROOF : LANDMARK - CERTAINTED LINE : COLOR - COBBLESTONE GRAY
- WINDOW GLAZING TO BE: DOUBLE INSULATED, LOW-E GLASS WITH U VALUE = .32 & SHGC = .22 OR BETTER
- EXTERIOR COLORS: B.O.D. SHERWIN WILLIAMS PAINT
- a - SW 7566 "WESTHIGHLAND WHITE" : LRV = 86
- b - SW 7048 "URBANE BRONZE" : LRV = 8



④ MIX 1 - EXTERIOR ELEVATION
REAR



③ MIX 1 - EXTERIOR ELEVATION
LEFT



② MIX 1 - EXTERIOR ELEVATION
RIGHT



① MIX 1 - EXTERIOR ELEVATION
FRONT



1520 Prudential Drive | Jacksonville, FL 32207
904.353.5900 [a] 904.353.5968 [f]
Email info@g4designinc.com | AA26001912

PLANS, DESIGN CONCEPTS, WRITTEN MATERIALS & DRAWINGS ARE NOT TO BE REPRODUCED, ALTERED, COPIED IN ANY FORM OR MANNER, NOR ASSIGNED TO ANY PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF GROUP 4 DESIGN, INC.

DO NOT SCALE THE DRAWINGS. IF NOT SHOWN, VERIFY CORRECT DIMENSIONS WITH THE ARCHITECT. SCALE NOTED IS FOR FULL "ANSI-D" SIZE PRINTS.

CONTRACTOR SHALL CHECK & VERIFY ALL JOB SITE CONDITIONS.

©2021 Group 4 Design, Inc.

Issues and Revisions	
No.	Description
01	
02	
03	
04	
05	
06	
07	
08	
09	

Project Number: 210272

Drawn By:

Checked By:

Project Name:

THE TRIBUTE

PALM COAST, FL

Drawing Name:

MIX 1

EXTERIOR ELEVATIONS

A301

MATERIAL LEGEND

- 1 FC LAP SIDING - SMOOTH - PAINTED - 7" EXPOSURE
- 2 FC LAP SIDING - SMOOTH - PAINTED - 10" AND 3" COMBINATION EXPOSURE
- 3 FC LAP SIDING - SMOOTH PAINTED - 3" EXPOSURE
- 4 FC TRIM AND PANEL - "BOARD AND BATTEN"
- 5 FC TRIM - SMOOTH - PAINTED
- 6 ALUMINUM RAILING
- 7 DECORATIVE WD. BRACKET - PAINTED
- 8 ARCHITECTURAL FIBERGLASS ROOF SHINGLES
- 9 STANDING SEAM METAL ROOF
- 10 DECORATIVE SHUTTERS - PAINTED

GENERAL MATERIALS (UNO)

FIBER CEMENT TRIM : SMOOTH : PAINTED

STANDING SEAM METAL ROOF : GALVALUME FINISH

ARCHITECTURAL SHINGLE ROOF : LANDMARK - CERTAINTED LINE. COLOR - COBBLESTONE GRAY

WINDOW GLAZING TO BE: DOUBLE INSULATED, LOW-E GLASS WITH U VALUE = .32 & SHGC = .22 OR BETTER

EXTERIOR COLORS: B.O.D. SHERWIN WILLIAMS PAINT

a - SW 7566 "WESTHIGHLAND WHITE" : LRV = 86

b - SW 7048 "URBANE BRONZE" : LRV = 8



4 MIX 2 - EXTERIOR ELEVATION
REAR

3/32" = 1'-0"



3 MIX 2 - EXTERIOR ELEVATION
LEFT

3/32" = 1'-0"



2 MIX 2 - EXTERIOR ELEVATION
RIGHT

3/32" = 1'-0"



1 MIX 2 - EXTERIOR ELEVATION
FRONT

3/32" = 1'-0"



1520 Prudential Drive | Jacksonville, FL 32207
904.353.5900 [a] 904.353.5968 [f]
Email info@g4designinc.com | AA26001912

PLANS, DESIGN CONCEPTS, WRITTEN MATERIALS & DRAWINGS ARE NOT TO BE REPRODUCED, ALTERED, COPIED IN ANY FORM OR MANNER, NOR ASSIGNED TO ANY PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF GROUP 4 DESIGN, INC.

DO NOT SCALE THE DRAWINGS. IF NOT SHOWN, VERIFY CORRECT DIMENSIONS WITH THE ARCHITECT. SCALE NOTED IS FOR FULL "ANSI-D" SIZE PRINTS.

CONTRACTOR SHALL CHECK & VERIFY ALL JOB SITE CONDITIONS.

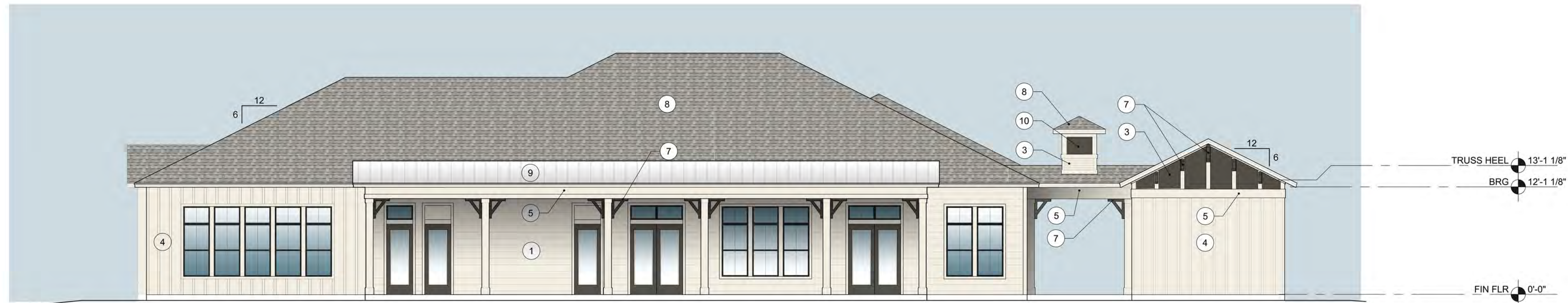
© 2021 Group 4 Design, Inc.

Issues and Revisions	
No.	Description
01	
02	
03	
04	
05	
06	
07	
08	
09	

Project Number: 210272
 Drawn By:
 Checked By:
 Project Name:
 THE TRIBUTE
 PALM COAST, FL
 Drawing Name:
 MIX 2
 EXTERIOR ELEVATIONS

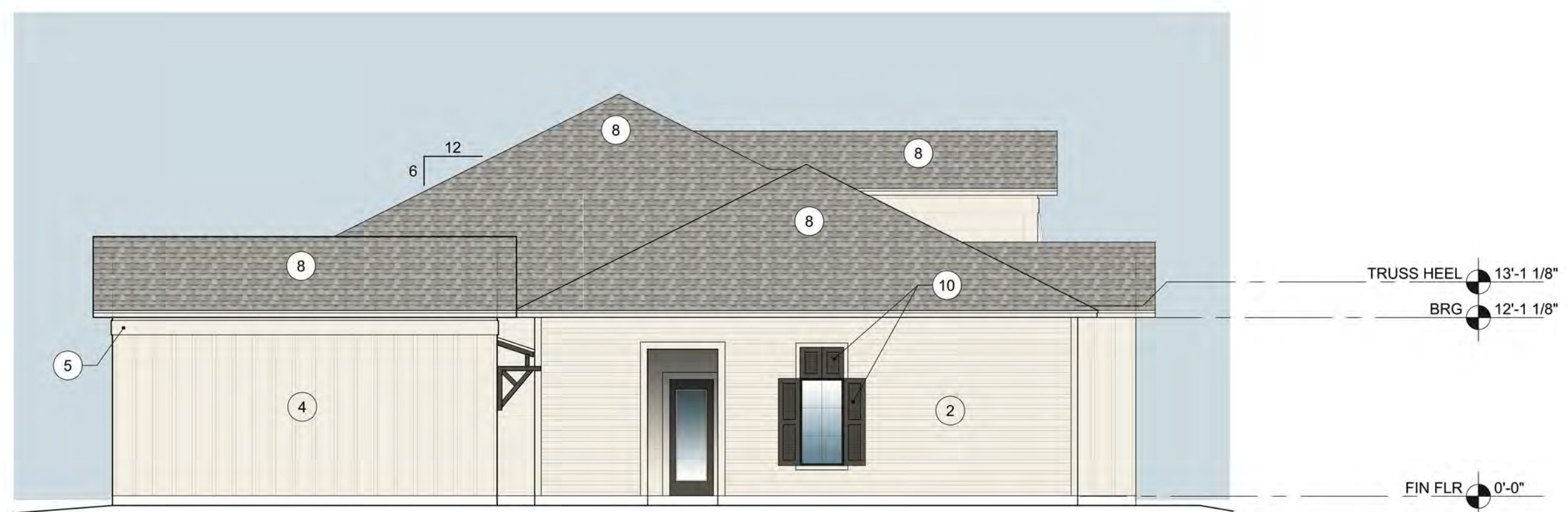
A311

MATERIAL LEGEND	
1	FC LAP SIDING - SMOOTH - PAINTED - 7" EXPOSURE
2	FC LAP SIDING - SMOOTH - PAINTED - 10" AND 3" COMBINATION EXPOSURE
3	FC LAP SIDING - SMOOTH PAINTED - 3" EXPOSURE
4	FC TRIM AND PANEL - "BOARD AND BATTEN"
5	FC TRIM - SMOOTH - PAINTED
6	ALUMINUM RAILING
7	DECORATIVE WD. BRACKET - PAINTED
8	ARCHITECTURAL FIBERGLASS ROOF SHINGLES
9	STANDING SEAM METAL ROOF
10	DECORATIVE SHUTTERS - PAINTED
GENERAL MATERIALS (UNO)	
FIBER CEMENT TRIM : SMOOTH : PAINTED	
STANDING SEAM METAL ROOF : GALVALUME FINISH	
ARCHITECTURAL SHINGLE ROOF: LANDMARK - CERTAINTED LINE: COLOR -COBBLESTONE GRAY	
WINDOW GLAZING TO BE: DOUBLE INSULATED, LOW-E GLASS WITH U VALUE = .32 & SHGC = .22 OR BETTER	
EXTERIOR COLORS: B.O.D. SHERWIN WILLIAMS PAINT	
a - SW 7566 "WESTHIGHLAND WHITE": LRV = 86	
b - SW 7048 "URBANE BRONZE": LRV = 8	



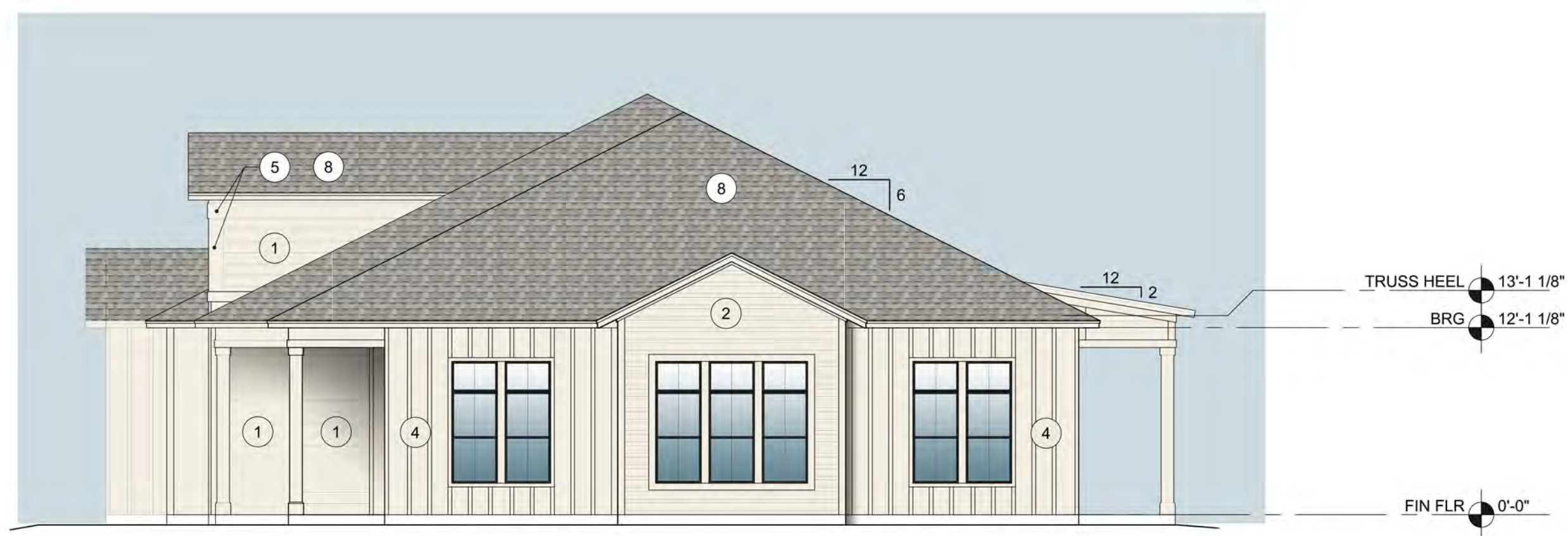
4 CLUBHOUSE - EXTERIOR ELEVATION
REAR

TRUSS HEEL 13'-1 1/8"
BRG 12'-1 1/8"
FIN FLR 0'-0"
1/8" = 1'-0"



3 CLUBHOUSE - EXTERIOR ELEVATION
LEFT

TRUSS HEEL 13'-1 1/8"
BRG 12'-1 1/8"
FIN FLR 0'-0"
1/8" = 1'-0"



2 CLUBHOUSE - EXTERIOR ELEVATION
RIGHT

TRUSS HEEL 13'-1 1/8"
BRG 12'-1 1/8"
FIN FLR 0'-0"
1/8" = 1'-0"



1 CLUBHOUSE - EXTERIOR ELEVATION
FRONT

BRG ENTRY TOWER 20'-6"
TRUSS HEEL 13'-1 1/8"
BRG 12'-1 1/8"
FIN FLR 0'-0"
1/8" = 1'-0"



1520 Prudential Drive | Jacksonville, FL 32207
904.353.5900 [a] 904.353.5968 [f]
Email info@g4designinc.com | AA26001912

PLANS, DESIGN CONCEPTS, WRITTEN MATERIALS & DRAWINGS ARE NOT TO BE REPRODUCED, ALTERED, COPIED IN ANY FORM OR MANNER, NOR ASSIGNED TO ANY PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF GROUP 4 DESIGN, INC.

DO NOT SCALE THE DRAWINGS. IF NOT SHOWN, VERIFY CORRECT DIMENSIONS WITH THE ARCHITECT. SCALE NOTED IS FOR FULL "ANSI-D" SIZE PRINTS.

CONTRACTOR SHALL CHECK & VERIFY ALL JOB SITE CONDITIONS.

©2021 Group 4 Design, Inc.

Issues and Revisions	
No.	Description
01	
02	
03	
04	
05	
06	
07	
08	
09	
10	

Project Number: 210272
Drawn By:
Checked By:
Project Name:
THE TRIBUTE
PALM COAST, FL
Drawing Name:
CLUBHOUSE
EXTERIOR ELEVATIONS

CA301

ZONING USE: COM-3

TYPE C LANDSCAPE BUFFER
WIDTH: 10'
LENGTH: 490'
SHADE TREES REQUIRED: 7
SHADE TREES PROVIDED: 7
HEDGE PROVIDED

10' LANDSCAPE BUFFER
BUFFER TYPE C

EXISTING CONSERVATION
FLUM AREA

25' WETLAND BUFFER

10' LANDSCAPE BUFFER
BUFFER TYPE C

PROPERTY
BOUNDARY LINE

DECORATIVE FENCING

ZONING USE: COM-3

L-301

ZONING USE: MPD

TYPE C LANDSCAPE BUFFER
WIDTH: 10'
LENGTH: 1022
SHADE TREES REQUIRED: 14
SHADE TREES PROVIDED: 14
HEDGE PROVIDED

80' DRAINAGE EASEMENT

TYPE C LANDSCAPE BUFFER
WIDTH: 10'
LENGTH: 220'
SHADE TREES REQUIRED: 3
SHADE TREES PROVIDED: 3
HEDGE PROVIDED

10' LANDSCAPE
BUFFER TYPE C

SUBJECT PROPERTY ZONING
USE: MFR-2

L-302

15' WETLAND BUFFER

EXISTING WETLANDS

OLD KINGS ROAD

TYPE G LANDSCAPE BUFFER
WIDTH: 25'
LENGTH: 466'
SHADE TREES REQUIRED: 9
SHADE TREES PROVIDED: 9
UNDERSTORY TREES REQUIRED: 9
UNDERSTORY TREES PROVIDED: 9
NO HEDGE/ACCENT PLANTINGS DUE TO SIGHT
TRIANGLE ENCROACHMENT

1, 130' SIGHT DISTANCE LINE (PER
2022 F.D.O.T DESIGN MANUAL,
CHAPTER 212-6)

REQUIRED PLANTINGS AROUND THE
ENTIRE PERIMETER OF THE ENTRANCE
SIGN WITH MEET LDC SEC. 1103.01F

14.5' OFFSET FROM EDGE OF
TRAVEL LANE (PER 2022 F.D.O.T
DESIGN MANUAL, CHAPTER 212-6)

TYPE C LANDSCAPE BUFFER
WIDTH: 10'
LENGTH: 362'
SHADE TREES REQUIRED: 5
SHADE TREES PROVIDED: 5
HEDGE PROVIDED

10' LANDSCAPE
BUFFER TYPE C

NO BUFFER REQUIREMENTS
DUE TO RETENTION POND

ZONING USE: COM-3

L-303

20' SIDE BUILDING
SETBACK

25' FRONT BUILDING SETBACK

10' FUTURE SIDEWALK
EASEMENT

PLANT SCHEDULE								
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	FIELD4	REMARKS
AR	10	Acer rubrum	Red Maple	100 gal or RPB/B#B	3.5"	16'-18'	Low	FLORIDA FLAME, OCTOBER GLORY, SUMMER RED
CRC	4	Callistemon rigidus 'Red Cluster'	Red Cluster Bottle Brush	30 Gal or B#B	2.5"	8'-10'	High	STANDARD
ED	6	Elaeocarpus decipiens	Japanese Blueberry Tree	45 gal	2.5"	7'-8'	High	FULL TO GROUND
IEA	24	Ilex attenuata 'Eagleston'	Eagleston Holly	B # B	2.5"	12'	High	SINGLE LEADER TREE
LIS	37	Lagerstroemia indica 'Muskogee'	Crape Myrtle Standard	45 gal	2.5"	12'-14'		6'-7' SINGLE TRUNK
MG	24	Magnolia grandiflora D.D. Blanchard	Southern Magnolia	65 gal	3.5"	12'-14'		WELL DEVELOPED PYRAMIDAL FORM, SPEC QUALITY
PE	28	Pinus Elliotti	Slash Pine	25 gal	3.5"			SINGLE LEADER TREE, LOBBLOLY PINE MAY BE SUBSTITUTED
QS	5	Quercus shumardii	Shumard Red Oak	65 gal	3.5"	10'-12'		
QV	86	Quercus virginiana	Southern Live Oak	65 gal	3.5"	14'-16'x6'-7'		SINGLE STRAIGHT TRUNK, WELL DEVELOPED CANOPY
SP	42	Sabal palmetto	Cabbage Palm	B # B		SEE PLAN (12', 16', 20')		STRAIGHT TRUNK, HURRICANE CUTS PERMITTED, C.T MEASURED TO BASE OF CENTER FROND
ULA	2	Ulmus alata	Winged Elm	65 gal or B#B RPG	3.5"	14'-16'		
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE			
CJ	2	Camellia japonica	Camellia	15 gal				
ICB	671	Ilex cornuta 'Burfordii'	Burford Holly Shrub	3 gal				FULL TO BASE
VO	1,057	Viburnum odoratissimum	Sweet Viburnum	3 gal				36"x30" O.A., 36" oc

Tree Density Requirements		Internal Parking Lot Landscape Requirements	
1 tree per 2,500 sf		10% of VUA	
Total property area	769,463.00	Total VUA	187,822.62
Required Trees	308	Required LS area	18,782.26
Existing trees	94	Provided LS area	19,048.00
New trees	225	Trees required (1 per 165sf)	114.00
Total site trees	319		
		Understory provided (1 tree)	30 30
		Palma (1.5 trees per cluster)	42 21
		Shade Trees provided (2 trees)	63 126
		Total Tree Credits	177

TREE MITIGATION TABULATIONS		
PROTECTED TREES - within buffer areas		
#	Species	Size
1098	LAUREL OAK	7
7 Total Protected Tree Inches Removed		
4.9 Required Replacement (70%)		
2 Required 2.5" trees		
Specimen trees to be removed		
#	Species	Size
29	MAPLE	22
1304	MAPLE	21
1467	BAY	13
1472	BAY	12
1112	CEDAR	14
3119	LAUREL OAK	24
3135	LAUREL OAK	26
158 Total Specimen Trees Inches Removed		
110.6 Replacement Inches Required		
37 3" Trees Required		
Palms to be removed		
#	Species	Size
1334	PALM	14
1338	PALM	13
1347	PALM	13
1349	PALM	16
1358	PALM	8
1445	PALM	15
1477	PALM	10
3130	PALM	15
8 Total Palms removed		
4 Total Palms Required		
TOTAL REPLACEMENT REQUIREMENTS		
	qty	inches
2.5" trees required	2	5
2.5" trees provided	71	177.5
3" trees required	37	110.6
3" trees provided	153	459
Palms required	4	
Palms provided	42	



9880 Montclair Circle
Appt 4, Ft. 32705
steven@verlanderla.com
407-834-4104
www.verlanderla.com

STEVEN P. VERLANDER, P.L.A.
License No. LA6667258

OVERALL SITE
TRIBUTE
APARTMENTS
PALM COAST, FLORIDA

REVISIONS	DESCRIPTION
BY: SPV	XXXXX
DATE: XXX	

0' 10' 20' 40'

SCALE: 1"=20'-0"

PROJ.: 2142
SCALE: 1"=80'-0"
DATE: 12-17-21
SHEET: L-300

Via Email: (mgrunewald@palmcoastgov.com)

Ref: 5419.03

TECHNICAL MEMORANDUM

To: Mr. Mike Grunewald, PE
Traffic Engineer
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

From: Crystal A. Mercedes, PTP, RSP1

Date: January 19, 2022

Subject: The Tribute at Palm Coast – Traffic Statement
Palm Coast, Florida

INTRODUCTION

LTG, Inc. has been retained by TCC Real Estate, LLC to prepare a Traffic Statement in support of The Tribute at Palm Coast development located on the east side of Old Kings Road, north of SR 100 in the City of Palm Coast. The development, which will consist of 246 multi-family residential units, is anticipated to be built by the end of 2023. Access to the development will be provided via an existing full median opening at Old Kings Road. **Figure 1** shows the location of the project relative to the surrounding road network. A preliminary site plan is attached as **Exhibit A**.

PLANNED & PROGRAMMED ROADWAY IMPROVEMENTS

The City of Palm Coast, Flagler County, and FDOT were referenced for information on programmed or planned roadway improvements in the study area. There are no improvements currently planned in the vicinity of the proposed development.

TRIP GENERATION

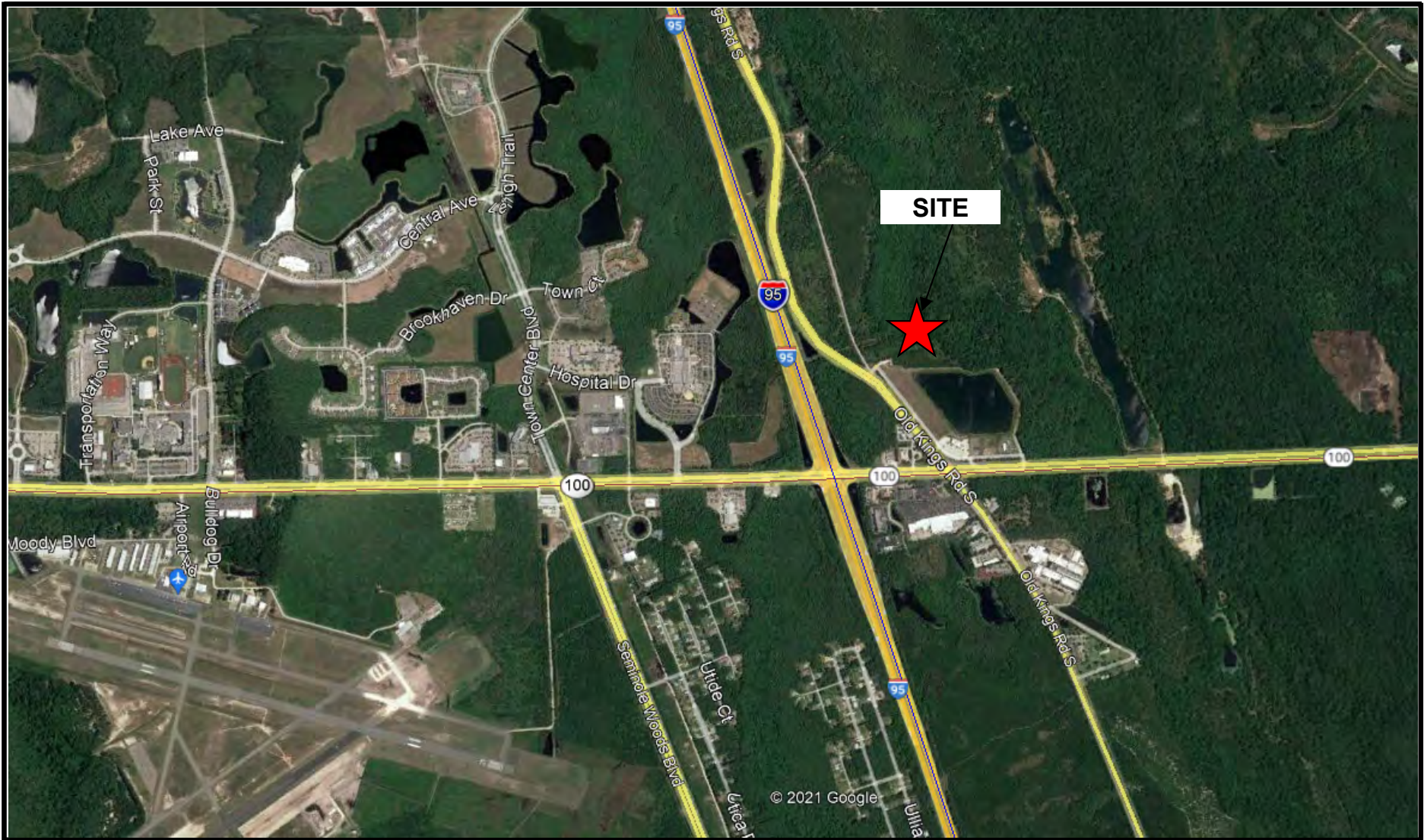
The trip generation for the proposed development was determined using the Institute of Transportation Engineers (ITE) software, *TripGen, 11th Edition*. The resultant daily, a.m., and p.m. peak-hour total project trip generation is presented in **Table 1**.

Table 1
Project Trip Generation
The Tribute at Palm Coast

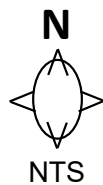
Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Multi-Family	221	$T=5.45(X) - 1.75$	246	DU	50%	50%	762	762	1,340
A.M. Peak-Hour	Multi-Family	221	$T=0.36(X)$	246	DU	26%	74%	23	66	89
P.M. Peak-Hour	Multi-Family	221	$T=0.44(X)$	246	DU	61%	39%	66	42	108

STUDY AREA

As agreed to with the City of Palm Coast during the methodology stages, the intersection of SR 100 at Old Kings Road will be analyzed under existing and 2023 build-out conditions. The project impact/significance on area roadway segments is shown in **Table 2**. As indicated in Table 2, the project is not significant on any area roadways.



The Tribute at Palm Coast



Location Map



Project No.: 5419.03

Figure: 1

1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Table 2
Project Significance
The Tribute at Palm Coast

Roadway	Segment		Number of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity ¹	Build Out Project Trip Distribution ²	PM Peak-Hour Two-Way		
	From	To					Project Trips	Impact of LOS	3% Significant?
Old Kings Road	Town Center Boulevard	Site Drive	4D	D	3,580	7%	8	0.2%	No
	Site Drive	SR 100	4D	D	3,580	19%	21	0.6%	No
	SR 100	Palm Coast City Limit	4D	D	3,580	81%	88	2.4%	No
Seminole Woods	SR 100	Ulaturn	4D	D	3,580	5%	5	0.2%	No
SR 100	Colbert Lane	Tuscany Boulevard	4D	D	3,580	18%	19	0.5%	No
	Tuscany Boulevard	Old Kings Road	4D	C	3,060	18%	19	0.6%	No
	Old Kings Road	I-95	4D	C	3,060	57%	62	2.0%	No
	I-95	Memorial Medical Parkway	4D	D	3,580	20%	22	0.6%	No
	Memorial Medical Parkway	Seminole Woods Parkway	4D	D	3,580	20%	22	0.6%	No
	Seminole Woods Parkway	Bulldog Drive	4D	D	3,580	15%	16	0.5%	No
Town Center Boulevard	SR 100	Hospital Drive	4D	D	3,580	0%	0	0.0%	No
	Hospital Drive	Lake Avenue	4D	D	3,580	0%	0	0.0%	No
	Central Avenue	Royal Palm Parkway	4D	D	3,580	0%	0	0.0%	No

¹Capacities obtained from 2020 FDOT Quality/Level of Service Tables; Table 4: Generalized Peak-Hour Two-Way Volumes for Florida's Urbanized Areas

²Obtained from CFRPM, Version 7 (2025)

TECHNICAL MEMORANDUM

Mike Grunewald, PE

January 19, 2022

Page 4

2021 EXISTING CONDITIONS

Turning movement counts (TMCs) were conducted during the p.m. peak-hour on October 12 of 2021 at the study area intersection (see **Exhibit B**). The 2020 FDOT’s Seasonal Factor (SF) for the time the TMCs were collected dictates an SF value of 0.98. For a more conservative analysis, this SF was not applied and the turning movement count data used in these analyses are the volumes as collected. **Figure 2** shows the existing 2021 p.m. peak-hour volumes.

Existing Signalized Intersection Analysis

The operating conditions at the signalized intersection were analyzed using the *Highway Capacity Software 2010, Version 7.9.5* (HCS) and signal timings provided by the City of Palm Coast. This software utilizes the procedures outlined in Chapter 19 of the Highway Capacity Manual 6th Edition, titled “Signalized Intersections”. **Table 3** shows the p.m. peak-hour level of service (LOS) at SR 100 at Old Kings Road. As indicated in the table, this intersection currently operates within the adopted service levels. The signal timings and HCS summary sheet are provided in **Exhibit C**.

**Table 3
2021 Existing P.M. Peak-Hour LOS – Signalized Intersection Analysis
The Tribute at Palm Coast**

Intersection	Adopted LOS	P.M. Peak-Hour		
		Delay (sec.)	LOS	v/c greater than 1.0?
SR 100 at Old Kings Road	D	29.1	C	No

2023 BUILD-OUT CONDITIONS

The study area intersection was analyzed based on the roadway conditions at project build-out to determine potential impacts of project-generated trips and investigate mitigation requirements.

Project Trip Distribution & Assignment

The Central Florida Regional Planning Model, version 7 (CFRPM) was used to obtain the project trip distribution. The 2025 socio-economic (S/E) data sets and roadway network was used as the base network for the model. The resulting project trip distribution is shown in **Figure 3**. The build-out volumes are shown in **Figure 4**. Project trips were assigned to the study area intersection based on the model distribution. The p.m. peak-hour turning movements at the project driveway are also shown in Figure 4, with the through volumes derived from the downstream intersection volumes.

Growth Rates

Growth rate percentages for the roads adjacent to the study intersection were obtained from the City of Palm Coast 2019 AADT spreadsheet and used to project 2023 background traffic. Where the historical growth was given as less than one percent, a growth rate of one percent was applied. The historical growth rates and applied growth rates are shown in **Table 4**.

**Table 4
Annual Growth Rates
The Tribute at Palm Coast**

Roadway	Segment		Annual Growth Rate ¹	Applied Growth Rate
	From	To		
Old Kings Road	Town Center Boulevard	SR 100	4.57%	4.57%
	SR 100	Palm Coast City Limit	-8.59%	1.00%
SR 100	Tuscany Boulevard	Old Kings Road	1.81%	1.81%
	Old Kings Road	I-95	-1.55%	1.00%

¹Growth Rates obtained from City of Palm Coast 2019 AADT Spreadsheet

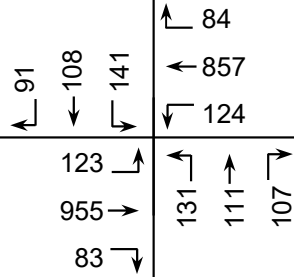
2021 Existing

Legend:

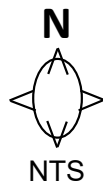
XX = P.M. Peak Hour

Old Kings Road

SR 100



The Tribute
at Palm Coast



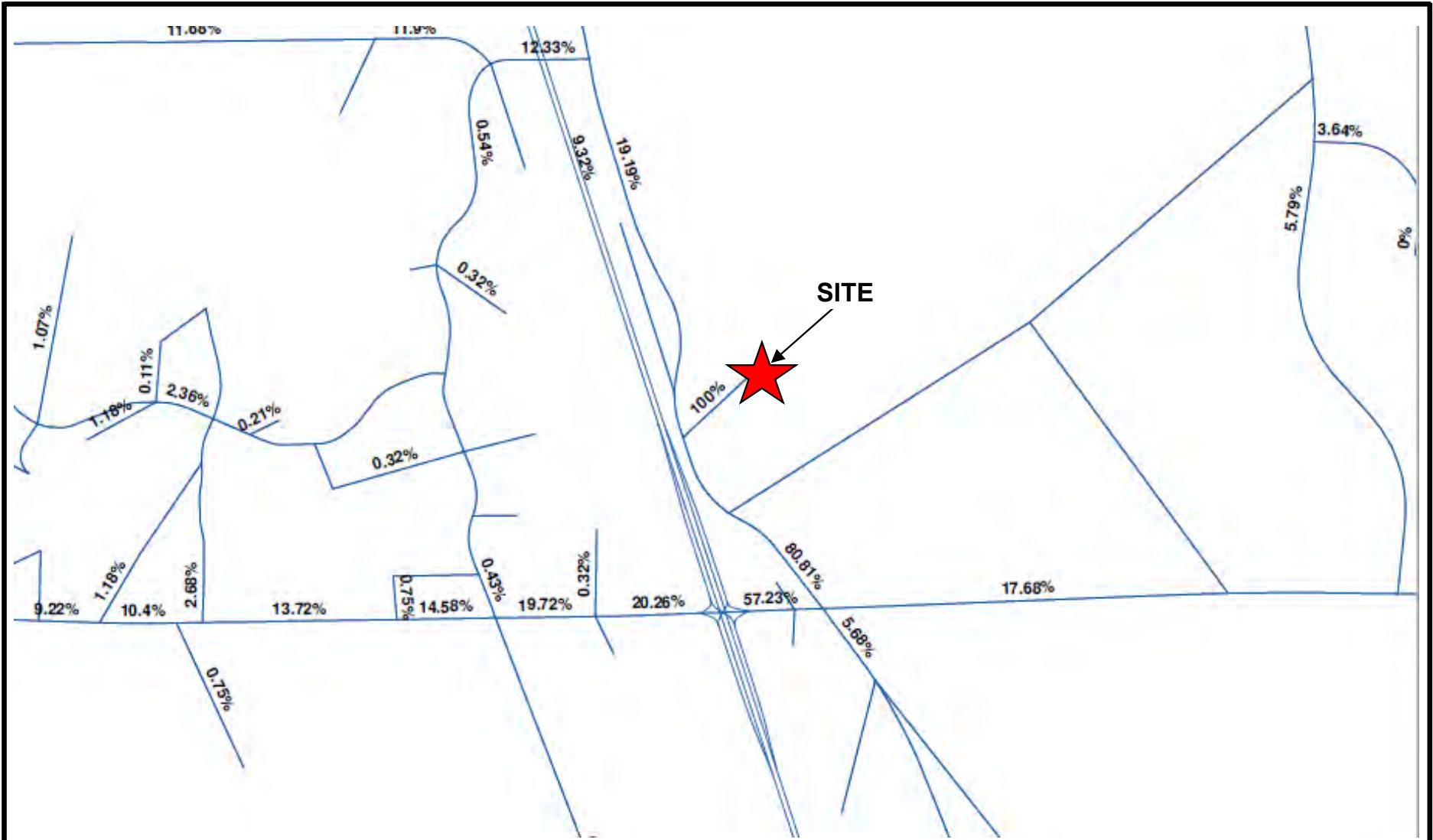
2021 Existing P.M. Peak Hour
Volumes

Project No.: 5419.03

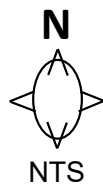
Figure: 2



1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



The Tribute at Palm Coast



Project Distribution



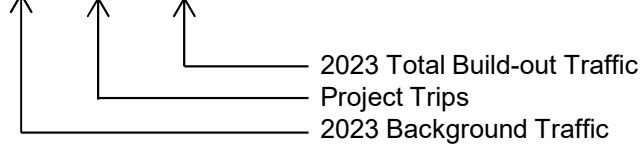
Project No.: 5419.03

Figure: 3

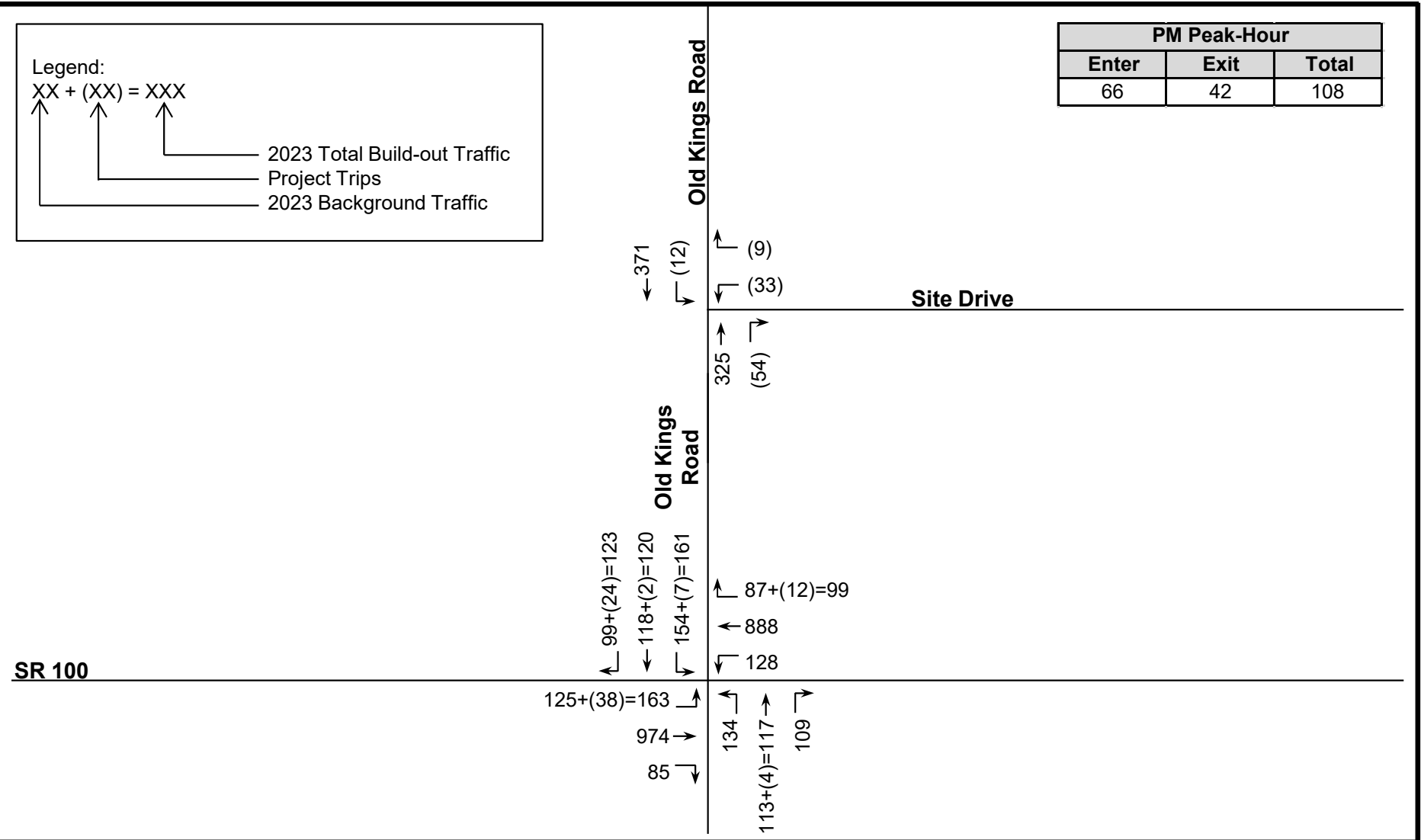
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Legend:

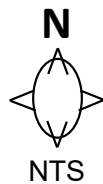
$XX + (XX) = XXX$



PM Peak-Hour		
Enter	Exit	Total
66	42	108



**The Tribute
at Palm Coast**



**2023 Build-Out P.M. Peak Hour
Volumes**

Project No.: 5419.03

Figure: 4



1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

TECHNICAL MEMORANDUM

Mike Grunewald, PE

January 19, 2022

Page 8

2023 Build-Out Signalized Intersection Analysis

The operating conditions at the signalized intersection were analyzed under 2023 build-out conditions using HCS. **Table 5** shows the 2023 build-out p.m. peak-hour LOS at SR 100 at Old Kings Road. As shown in the table, this intersection will continue to operate acceptably under build-out conditions, with the addition of project traffic. The HCS summary sheet is provided in **Exhibit D**.

**Table 5
2023 Build-Out P.M. Peak-Hour LOS –Signalized Intersection Analysis
The Tribute at Palm Coast**

Intersection	Adopted LOS	P.M. Peak-Hour		
		Delay (sec.)	LOS	v/c greater than 1.0?
SR 100 at Old Kings Road	D	30.9	C	No

Turn Lane Evaluation

Access to the development will be provided via an existing full median opening on Old Kings Road. There is an existing 300-ft. (including 50 ft. of taper) northbound right-turn lane and 300-ft. (including 50 ft. of taper) southbound left-turn lane in place on Old Kings Road at the proposed site entrance. At the request of the City, the adequacy of the existing turn lanes was evaluated using PC Turn Lane Standard 11-10-20. Based on this standard for a four-lane roadway with a posted speed limit of 45 mph and an AADT of 10,000 trips or less, turn lanes are required as follows:

- Northbound right-turn lane: 100 ft. taper +100 ft. deceleration + 30 ft. storage = 230 ft.
- Southbound left-turn lane: 100 ft. taper +100 ft. deceleration + 30 ft. storage = 230 ft.

The turn lane needs are summarized in Table 6 below. As indicated in Table 6, the total lengths of the existing turn lanes exceed what is required. Therefore, no improvements to the existing turn lanes are recommended to accommodate the proposed development.

**Table 6
Turn Lane Needs
The Tribute at Palm Coast**

Turn Lane	Existing			Required			Improvements Required?
	Taper (ft.)*	Deceleration + Storage (ft.)*	Total length (ft.)*	Taper (ft.)	Deceleration + Storage (ft.)	Total length (ft.)	
Northbound right-turn lane	50	250	300	100	130	230	No
Southbound left-turn lane	50	250	300	100	130	230	No

**Measurements are approximate*

TECHNICAL MEMORANDUM

Mike Grunewald, PE

January 19, 2022

Page 9

CONCLUSION

The results of this traffic statement analysis are summarized below:

- No improvements are currently committed within the study area, nor are they required due to project impacts.
- The proposed development is expected to generate 1,340 daily, 89 a.m. peak-hour, and 108 p.m. peak-hour trips.
- The trip generation of the proposed development does not significantly impact any area roadways.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

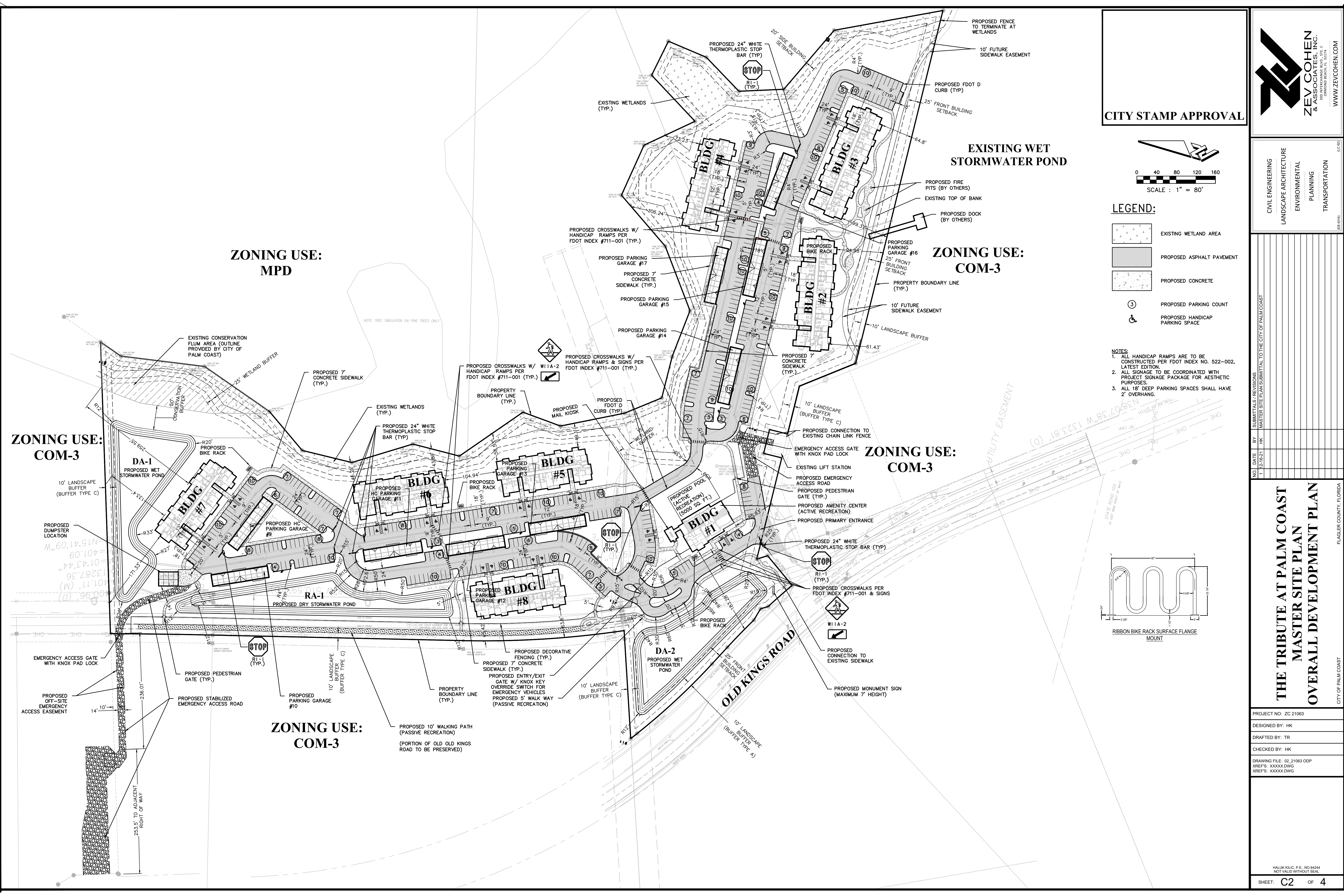
Name: Crystal Mercedes

Signature: _____

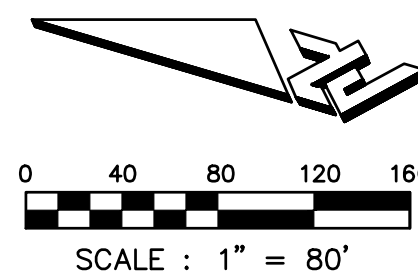
Date: January 19, 2022

Exhibit A






Concept Site Plan



CITY STAMP APPROVAL

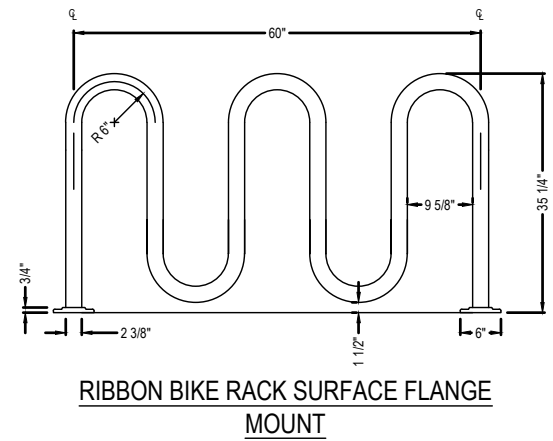


LEGEND:

-  EXISTING WETLAND AREA
-  PROPOSED ASPHALT PAVEMENT
-  PROPOSED CONCRETE
-  PROPOSED PARKING COUNT
-  PROPOSED HANDICAP PARKING SPACE

NOTES:

1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
3. ALL 18' DEEP PARKING SPACES SHALL HAVE 2' OVERHANG.




ZEV COHEN & ASSOCIATES, INC.
 10000 BEACH BLVD., SUITE 100
 PALM BEACH, FL 33480
 WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL PLANNING
 TRANSPORTATION

NO.	DATE	BY	REVISIONS
1	12/21/2021	HK	MASTER SITE PLAN SUBMITTAL TO THE CITY OF PALM COAST

THE TRIBUTE AT PALM COAST
 MASTER SITE PLAN
 OVERALL DEVELOPMENT PLAN

PROJECT NO.: ZC 21063
 DESIGNED BY: HK
 DRAFTED BY: TR
 CHECKED BY: HK

DRAWING FILE: 02_21063 ODP
 XREFS: XXXXX.DWG
 XREFS: XXXXX.DWG

PROJECT NO.: ZC 21063
 SHEET: C2 OF 4

IN WOODS THE TRIBUTE AT PALM COAST MASTER SITE PLAN 02-21063 - ODP.DWG - PRINTED: 1/27/2022 11:55 AM

Exhibit B

Turning Movement Counts

DE TRAFFIC
 detraffic.com
 386-341-4186
 Old Kings Rd at SR 100
 Flagler County, FL

File Name : OldKings at SR 100
 Site Code : 00000001
 Start Date : 10/12/2021
 Page No : 1

Groups Printed- Automobiles - Commercial

Start Time	Old Kings Road Southbound				SR 100 Westbound				Old Kings Road Northbound				SR 100 Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		
04:00 PM	24	17	28	69	27	167	14	208	26	23	13	62	20	238	12	270	609
04:15 PM	35	23	24	82	34	206	20	260	36	27	20	83	26	243	21	290	715
04:30 PM	42	29	12	83	28	220	25	273	27	28	26	81	34	227	25	286	723
04:45 PM	37	30	26	93	25	201	19	245	37	31	35	103	28	240	19	287	728
Total	138	99	90	327	114	794	78	986	126	109	94	329	108	948	77	1133	2775
05:00 PM	27	26	29	82	37	230	20	287	31	25	26	82	35	245	18	298	749
05:15 PM	33	38	34	105	27	192	21	240	34	21	24	79	27	222	20	269	693
05:30 PM	34	28	27	89	37	180	23	240	28	25	21	74	27	210	26	263	666
05:45 PM	27	25	36	88	23	171	17	211	33	22	23	78	31	222	18	271	648
Total	121	117	126	364	124	773	81	978	126	93	94	313	120	899	82	1101	2756
Grand Total	259	216	216	691	238	1567	159	1964	252	202	188	642	228	1847	159	2234	5531
Apprch %	37.5	31.3	31.3		12.1	79.8	8.1		39.3	31.5	29.3		10.2	82.7	7.1		
Total %	4.7	3.9	3.9	12.5	4.3	28.3	2.9	35.5	4.6	3.7	3.4	11.6	4.1	33.4	2.9	40.4	
Automobiles	251	190	209	650	228	1532	144	1904	241	192	179	612	215	1815	149	2179	5345
% Automobiles	96.9	88	96.8	94.1	95.8	97.8	90.6	96.9	95.6	95	95.2	95.3	94.3	98.3	93.7	97.5	96.6
Commercial	8	26	7	41	10	35	15	60	11	10	9	30	13	32	10	55	186
% Commercial	3.1	12	3.2	5.9	4.2	2.2	9.4	3.1	4.4	5	4.8	4.7	5.7	1.7	6.3	2.5	3.4

DE TRAFFIC
 detraffic.com
 386-341-4186
 Old Kings Rd at SR 100
 Flagler County, FL

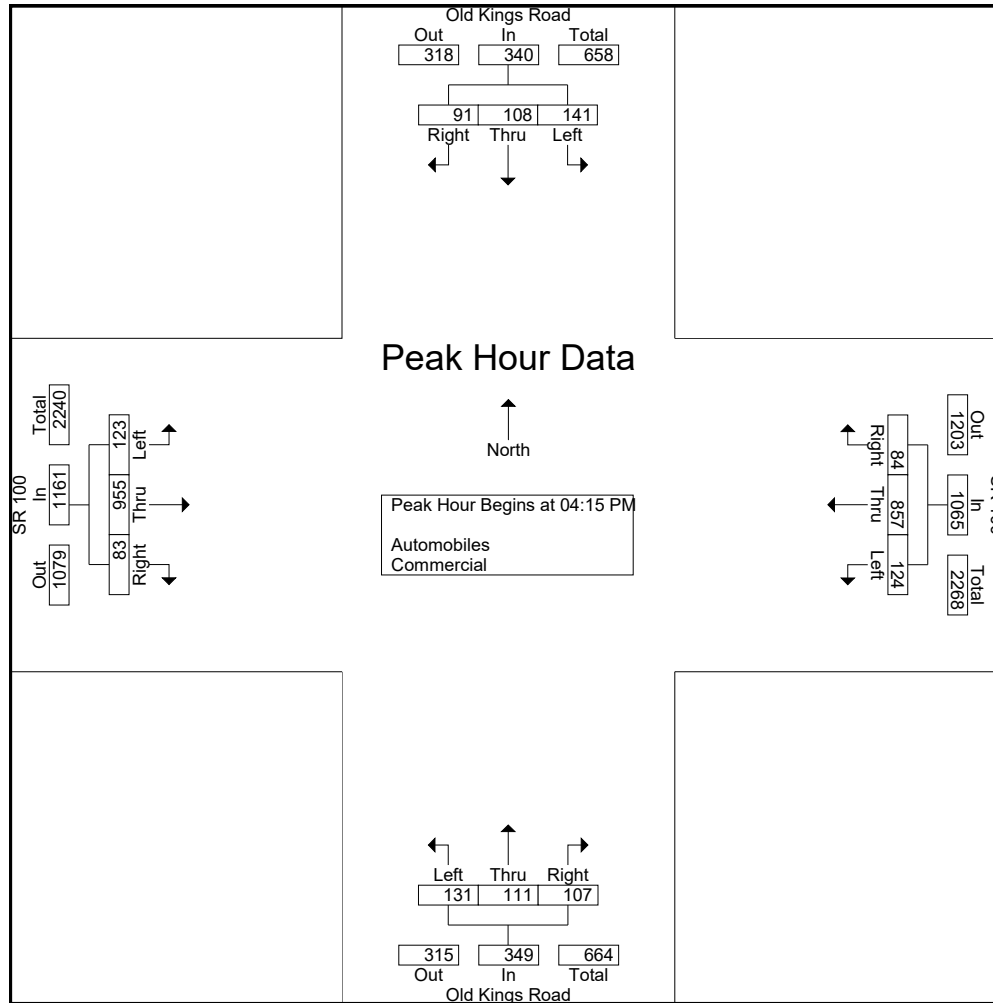
File Name : OldKings at SR 100
 Site Code : 00000001
 Start Date : 10/12/2021
 Page No : 2

Start Time	Old Kings Road Southbound				SR 100 Westbound				Old Kings Road Northbound				SR 100 Eastbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:15 PM																	
04:15 PM	35	23	24	82	34	206	20	260	36	27	20	83	26	243	21	290	715
04:30 PM	42	29	12	83	28	220	25	273	27	28	26	81	34	227	25	286	723
04:45 PM	37	30	26	93	25	201	19	245	37	31	35	103	28	240	19	287	728
05:00 PM	27	26	29	82	37	230	20	287	31	25	26	82	35	245	18	298	749
Total Volume	141	108	91	340	124	857	84	1065	131	111	107	349	123	955	83	1161	2915
% App. Total	41.5	31.8	26.8		11.6	80.5	7.9		37.5	31.8	30.7		10.6	82.3	7.1		
PHF	.839	.900	.784	.914	.838	.932	.840	.928	.885	.895	.764	.847	.879	.974	.830	.974	.973

DE TRAFFIC

detraffic.com
 386-341-4186
 Old Kings Rd at SR 100
 Flagler County, FL

File Name : OldKings at SR 100
 Site Code : 00000001
 Start Date : 10/12/2021
 Page No : 3



DE TRAFFIC
 detraffic.com
 386-341-4186
 Old Kings Rd at SR 100
 Flagler County, FL

File Name : OldKings at SR 100
 Site Code : 00000001
 Start Date : 10/12/2021
 Page No : 4

Groups Printed- Peds

Start Time	Old Kings Road Southbound					SR 100 Westbound					Old Kings Road Northbound					SR 100 Eastbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
04:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
05:15 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
Grand Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	2
Apprch %	0	0	0	0		0	0	0	100		0	0	0	0		0	0	0	100		
Total %	0	0	0	0		0	0	0	50	50	0	0	0	0		0	0	0	50	50	



NB Approach



SB Approach



EB Approach



WB Approach



Old Kings Rd
at SR 100

Flagler County

www.de-traffic.com

299 McGregor Rd. DeLand FL. 32720

Project
Number: L21-56

Sheet
Number: 1

Exhibit C

Signal Timings

HCS Print-Out – Existing

ID: 130

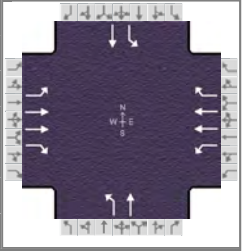
Name: SR-100 & Old Kinas Road

Configuration: Permanent

Param	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Phase 15	Phase 16
Walk	0	12	0	0	0	12	0	12	0	0	0	0	0	0	0	0
Ped Clearance	0	19	0	0	0	14	0	32	0	0	0	0	0	0	0	0
Min Green	4	25	4	6	10	25	4	6	5	5	5	5	5	5	5	5
Passage	3	3	2	3	3	3	3	2	1	1	1	1	1	1	1	1
Max1	40	90	50	35	30	90	50	25	25	25	25	25	25	25	25	25
Max2	25	55	25	35	25	55	25	35	50	50	50	50	50	50	50	50
Yellow	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red	3.8	2	4.1	3.5	2.9	2.1	4.1	3.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Red Revert	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Added Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Initial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time Before Reduce	15	40	10	10	10	40	15	10	0	0	0	0	0	0	0	0
Cars Before Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	10	1	10	10	10	1	15	10	0	0	0	0	0	0	0	0
Reduce By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	1.2	1.7	0.1	1	1	1.7	1.5	0.1	0	0	0	0	0	0	0	0
Dynamic Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dynamic Max Step	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Startup	RED	GREEN	RED	RED	RED	GREEN	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
Enable	On	On	On	On	On	On	On	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Entry	Off	Off	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Auto Exit	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act1	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Non Act2	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Lock Call	On	On	Off	Off	On	On	Off	Off	On	On	On	On	On	On	On	On
Min Recall	Off	On	Off	Off	Off	On	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Max Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ped Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Soft Recall	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Dual Entry	Off	On	Off	On	Off	On	Off	On	Off	Off	Off	Off	Off	Off	Off	Off
Sim Gap Enable	Off	On	Off	On	Off	On	Off	On	On	On	On	On	On	On	On	On
Guar Passage	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Rest In Walk	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Cond Service	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Add Init Calc	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off	Off
Ring	1	1	1	1	2	2	2	2	0	0	0	0	0	0	0	0
Concur 1	5	5	7	7	1	1	3	3	0	0	0	0	0	0	0	0
Concur 2	6	6	8	8	2	2	4	4	0	0	0	0	0	0	0	0
Concur 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Concur 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	LTG			Duration, h	0.250		
Analyst	RGH		Analysis Date	10/13/2021		Area Type	Other
Jurisdiction			Time Period	Existing PM		PHF	0.97
Urban Street	SR 100		Analysis Year	2021		Analysis Period	1 > 7:00
Intersection	SR 100 at Old Kings Road		File Name	1. SR 100 at Old Kings Road Existing PM.xus			
Project Description	5419 - The Tribute at Palm Coast						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	123	955	83	124	857	84	131	111		141	108	

Signal Information				Signal Timing (s)									
Cycle, s	82.9	Reference Phase	2	EB		WB		NB		SB		Diagram	
Offset, s	0	Reference Point	End	Green	7.6	0.9	27.1	4.0	2.0	7.3	Diagram		
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	5.0	0.0	5.0	5.0	0.0	5.0	Diagram		
Force Mode	Fixed	Simult. Gap N/S	On	Red	4.0	0.0	2.0	4.0	0.0	4.0	Diagram		

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	2.0	3.0	1.1	4.0	1.1	4.0
Phase Duration, s	17.5	35.0	16.6	34.1	15.0	18.3	13.0	16.3
Change Period, (Y+R _c), s	8.0	7.0	9.0	7.0	9.0	9.0	9.0	9.0
Max Allow Headway (MAH), s	3.0	2.9	3.0	2.9	3.1	3.0	3.1	3.0
Queue Clearance Time (g _s), s	7.7	23.0	7.9	20.4	7.9	6.9	6.0	7.2
Green Extension Time (g _e), s	0.1	5.1	0.1	5.0	0.0	0.0	0.0	0.1
Phase Call Probability	0.95	1.00	0.95	1.00	0.96	1.00	0.96	1.00
Max Out Probability	0.06	0.02	0.26	0.02	1.00	1.00	1.00	0.48

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8		7	4	
Adjusted Flow Rate (v), veh/h	127	985	34	128	884	14	135	114		145	111	
Adjusted Saturation Flow Rate (s), veh/h/ln	1753	1781	1535	1753	1781	1522	1725	1841		1753	1722	
Queue Service Time (g _s), s	5.7	21.0	1.2	5.9	18.4	0.5	5.9	4.9		4.0	5.2	
Cycle Queue Clearance Time (g _c), s	5.7	21.0	1.2	5.9	18.4	0.5	5.9	4.9		4.0	5.2	
Green Ratio (g/C)	0.11	0.34	0.34	0.09	0.33	0.33	0.16	0.11		0.14	0.09	
Capacity (c), veh/h	200	1204	519	160	1166	499	243	206		208	152	
Volume-to-Capacity Ratio (X)	0.634	0.818	0.066	0.798	0.758	0.029	0.556	0.554		0.698	0.734	
Back of Queue (Q), ft/ln (95 th percentile)	110	321.7	19.3	118.8	289.9	8.3	117.2	103.5		66.7	110.4	
Back of Queue (Q), veh/ln (95 th percentile)	4.3	12.7	0.7	4.6	11.4	0.3	4.5	4.0		2.6	4.0	
Queue Storage Ratio (RQ) (95 th percentile)	0.31	0.00	0.00	0.23	0.00	0.00	1.17	0.00		0.27	0.00	
Uniform Delay (d ₁), s/veh	35.1	25.1	18.6	36.9	24.9	18.9	31.9	34.8		35.7	36.9	
Incremental Delay (d ₂), s/veh	1.2	0.5	0.0	3.7	0.4	0.0	1.7	1.9		8.4	2.6	
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	36.3	25.6	18.6	40.6	25.3	18.9	33.6	36.8		44.1	39.4	
Level of Service (LOS)	D	C	B	D	C	B	C	D		D	D	
Approach Delay, s/veh / LOS	26.6		C	27.1		C	35.1		D	42.1		D
Intersection Delay, s/veh / LOS	29.1						C					

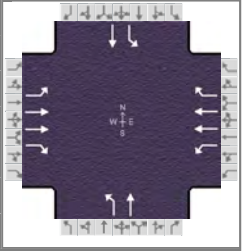
Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.91	B	1.92	B	2.55	C	2.52	C
Bicycle LOS Score / LOS	1.43	A	1.33	A	0.90	A	0.91	A

Exhibit D

HCS Print-Out – 2023 Build-Out

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	LTG			Duration, h	0.250		
Analyst	RGH	Analysis Date	10/13/2021	Area Type	Other		
Jurisdiction	Palm Coast	Time Period	Existing PM	PHF	0.97		
Urban Street	SR 100	Analysis Year	2023 Build-Out	Analysis Period	1 > 7:00		
Intersection	SR 100 at Old Kings Road	File Name	1. SR 100 at Old Kings Road 2023 Build-Out PM....				
Project Description	5419 - The Tribute at Palm Coast						



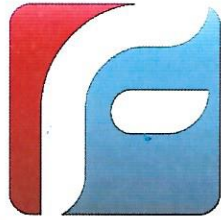
Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	163	974	85	128	888	99	134	117		161	120	

Signal Information													
Cycle, s	85.4	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	Yes	Simult. Gap E/W	On	Green	8.0	1.0	28.4	4.0	2.0	8.1			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	5.0	0.0	5.0	5.0	0.0	5.0			
				Red	4.0	0.0	2.0	4.0	0.0	4.0			

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6	3	8	7	4
Case Number	2.0	3.0	2.0	3.0	1.1	4.0	1.1	4.0
Phase Duration, s	18.0	36.3	17.0	35.4	15.0	19.1	13.0	17.1
Change Period, (Y+R _c), s	8.0	7.0	9.0	7.0	9.0	9.0	9.0	9.0
Max Allow Headway (MAH), s	3.0	2.9	3.0	2.9	3.1	3.0	3.1	3.0
Queue Clearance Time (g _s), s	10.0	24.0	8.3	21.8	8.0	7.3	6.0	8.0
Green Extension Time (g _e), s	0.2	5.3	0.1	5.2	0.0	0.0	0.0	0.1
Phase Call Probability	0.98	1.00	0.96	1.00	0.96	1.00	0.98	1.00
Max Out Probability	0.00	0.01	0.12	0.02	1.00	1.00	1.00	0.15

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8		7	4	
Adjusted Flow Rate (v), veh/h	168	1004	19	132	915	20	138	121		166	124	
Adjusted Saturation Flow Rate (s), veh/h/ln	1753	1781	1535	1753	1781	1522	1725	1841		1753	1722	
Queue Service Time (g _s), s	8.0	22.0	0.7	6.3	19.8	0.7	6.0	5.3		4.0	6.0	
Cycle Queue Clearance Time (g _c), s	8.0	22.0	0.7	6.3	19.8	0.7	6.0	5.3		4.0	6.0	
Green Ratio (g/C)	0.12	0.34	0.34	0.09	0.33	0.33	0.16	0.12		0.14	0.09	
Capacity (c), veh/h	205	1222	527	165	1182	505	236	217		208	163	
Volume-to-Capacity Ratio (X)	0.820	0.821	0.035	0.802	0.774	0.039	0.586	0.555		0.800	0.758	
Back of Queue (Q), ft/ln (95 th percentile)	158.2	337.4	10.7	126.1	309	11.6	126	112.1		117.2	126.9	
Back of Queue (Q), veh/ln (95 th percentile)	6.1	13.3	0.4	4.9	12.2	0.4	4.8	4.3		4.5	4.6	
Queue Storage Ratio (RQ) (95 th percentile)	0.45	0.00	0.00	0.24	0.00	0.00	1.26	0.00		0.47	0.00	
Uniform Delay (d ₁), s/veh	36.9	25.7	18.7	37.9	25.7	19.3	32.8	35.6		37.4	37.7	
Incremental Delay (d ₂), s/veh	3.1	0.5	0.0	3.4	0.4	0.0	2.5	1.8		18.2	2.7	
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	40.0	26.2	18.7	41.3	26.1	19.3	35.4	37.4		55.6	40.4	
Level of Service (LOS)	D	C	B	D	C	B	D	D		E	D	
Approach Delay, s/veh / LOS	28.0		C	27.8		C	36.3		D	49.1		D
Intersection Delay, s/veh / LOS	30.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.91	B	1.92	B	2.56	C	2.55	C
Bicycle LOS Score / LOS	1.47	A	1.37	A	0.91	A	0.97	A



BOARD OF EDUCATION

- Trevor Tucker
Chairman
District 4
- Dr. Colleen Conklin
Vice Chairman
District 3
- Jill Woolbright
Board Member
District 1
- Janet McDonald
Board Member
District 2
- Cheryl Massaro
Board Member
District 5
- Kaylee Briggs
Student School Board Member
Flagler Palm Coast H.S.
- Karissa Jackson
Student School Board Member
Matanzas H.S.
- Jeff Reaves
Principal of the Year
Matanzas High School
- Stacia Collier
Assistant Principal of the Year
Buddy Taylor Middle School
- Khady Harmon
Teacher of the Year
Matanzas High School
- * Chuck Coates
Employee of the Year
Plant Services
- Cathy Mittelstadt
Superintendent

TO: Neel Stacy
 FROM: Flagler County Schools, 245 Education Way, Bunnell, FL
 DATE: October 19, 2021
 RE: The Tribute
 ACTION: Requested Non-Binding Determination
 JURISDICTION: Palm Coast
 CASE#: 21-034
 PROPERTY ID: 39-12-31-0000-01010-0058 & p/o 0056

	Single Family	Multi Family	Mobile Home
PROPOSED USE	0	246	0

We received your request for a non-binding capacity determination for The Tribute. Attached is the School Concurrency Impact Analysis as of October 19, 2021.

Please be advised that the information contained in this analysis is non-binding and subject to change based on the adoption of new capital budget, adjustments in the capacity due to school renovations, new enrollment levels and other development activity affecting capacity. Capacity is not reserved or guaranteed at this stage in the process.

A School Concurrency Reservation Application will be required, prior to approval of final site plan. Available capacity to serve this project will be determined and, if applicable, reserved at that time.

Patty Bott
Coordinator of Planning and Intergovernmental Relations

cc: Damaris Ramirez – City of Palm Coast

"An Equal Opportunity Employer"

SCHOOL CONCURRENCY IMPACT ANALYSIS

Based upon K-5 School Type 2022/2023 & 8/2021 Generation Rate

Project ID: 21-034

Report Date: October 19, 2021		Expires: October 9, 2021	
Project Name: The Tribute		Jurisdiction: Palm Coast	
Number of Units:	Single Family:		0
	Multi Family:		246
	Mobile Home:		0
School Level	Elementary	Middle	High
MSID:	0201	0011	0091
School:	Old Kings	Buddy Taylor	Flagler Palm Coast

Student Stations for these Schools may be reserved by another CSA or School – See TOTALS

DEVELOPMENT IMPACT

Students Generated	7	4	3
--------------------	---	---	---

			Starting Permanent Capacity	Portables	School Capacity	2020-21 October FTE Enrollment	Concurrency Reserved Student Stations	COVID iFlagler Reserved Stations	Total Adjusted Available Capacity	Permanent Utilization	Adopted LOS Standard	Permanent Seats Available
0301	Belle Terre	ES	1,557	0	1,557	997	318	116	126	92%	100%	126
0022	Bunnell	ES	1,579	0	1,579	835	311	107	326	80%	100%	326
0201	Old Kings	ES	1,290	16	1,306	854	84	173	179	87%	100%	179
0051	Rymfire	ES	1,545	0	1,545	776	91	74	604	61%	100%	604
0131	Wadsworth	ES	1,048	0	1,048	676	-	67	305	71%	100%	305
0011	Buddy Taylor	MS	1,481	0	1,481	1,446	290	159	(414)	128%	100%	-414
0401	Indian Trails	MS	1,609	0	1,609	1,160	207	85	157	91%	100%	157
0091	Flagler Palm Coast	HS	2,534	109	2,643	2,523	447	155	(591)	124%	100%	-591
0090	Matanzas	HS	2,234	0	2,234	1,572	313	83	266	89%	100%	266
TOTALS			14,877	125	15,002		2,061	1019	958	91%		958

TOTALS

Data Summary Totals	Perm. Capacity	Perm. Utilization	Perm. Seats Avail
Elementary School	7,019	78%	1,540
Middle School	3,090	110%	(257)
High School	4,768	107%	(325)
Grand Totals	14,877	91%	958

Final Results: Total Capacity	UNDER CAPACITY	OVER CAPACITY	OVER CAPACITY
TOTAL ELEMENTARY	1540		UNDER CAPACITY
TOTAL MIDDLE SCHOOL		-257	OVER CAPACITY
TOTAL HIGH SCHOOL			-325 OVER CAPACITY

If TOTAL school level is over capacity then seats must be mitigated at that level.



**FLAGLER COUNTY PUBLIC SCHOOLS, FACILITIES PLANNING
SCHOOL PLANNING AND CONCURRENCY APPLICATION / SCHOOL IMPACT ANALYSIS**

Instructions:

*Please submit two copies of a completed application, location map, and the application fee. (made payable to Flagler County Public Schools) to the appropriate Municipality. Fee schedule on page three (3).

*The Municipality will review application and forward it to the Coordinator of Planning & Intergovernmental Relations of Flagler County School.

City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164	Flagler County 1769 E. Moody Blvd., Bldg. #2 Bunnell, FL 32110	City of Bunnell 201 W. Moody Blvd. Bunnell, FL 32110	City of Flagler Beach 105 S. 2 nd . Street Flagler Beach, FL 32136
---	--	--	---

I. Application Type - Check one only

Non-Binding Determination (Comprehensive Plan Amendment; Rezoning)	Letter of Concurrency Exemption	Project Amendment / Reevaluation
School Capacity Reservation (Only at Preliminary Plat, Final Plat, Site Plan Amendment)	Time Extension	Proportionate Share Mitigation

II. Project Information

Project Name: _____ **Local Government:** _____

Parcel ID #: _____

Location / Address of Subject Property: _____

Closest Major Intersection: _____

(Please attach separate sheet of multiple parcels – attach and location map)

III. Ownership / Agent Information

Owner/Contract Purchaser Name(s): _____

Agent/Contact Person: _____

Mailing Address: _____

Telephone #: _____ **E-mail Address:** _____



**FLAGLER COUNTY PUBLIC SCHOOLS, FACILITIES PLANNING
SCHOOL PLANNING AND CONCURRENCY APPLICATION / SCHOOL IMPACT ANALYSIS**

IV. Development Information

<i>Project Data</i>			
<i>Current</i>		<i>Proposed</i>	
Future Land Use:		Future Land Use:	
Zoning:		Zoning:	
<i>Residential Units Proposed</i>			
Single Family Detached:	Single Family Attached:	Apartments:	Mobile Homes:
Total Units:	Total Acres:	Phased Project:	Yes No

PLEASE COMPLETE THE FOLLOWING TABLE WITH THE AMOUNT AND TYPE OF UNITS IN THE APPROPRIATE ANTICIPATED YEAR OF CONSTRUCTION

<i>Unit Type</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>2030</i>
<i>Single Family</i>										
<i>Multi Family</i>										
<i>Mobile Family</i>										

Applicant shall provide the information above so the Flagler County School District can calculate student generation, evaluate school capacity and address any potential mitigation. The applicant is responsible for obtaining any additional information required to complete the review process. For further information regarding the application process, please contact the local government of jurisdiction.

I hereby certify the statement and/or information contained in this application with any attachments submitted herewith are true and correct to the best of my knowledge.

Disclaimers: By my signature hereto, I do hereby certify that the information contained in the application is true and correct to the best of my knowledge and understand that deliberate misrepresentation of such information may be grounds for denial or reversal of this application and/or revocation of any approval based upon this application.

I further acknowledge that the School Board of Flagler County may not defend any challenge to my proposed application and that it may be my sole obligation to defend any and all action and approvals of this application. Submission of this application initiates a process and does not imply approval by the School Board of Flagler County and any of its staff.

I further acknowledge that I have read the information contained in the application and have had sufficient opportunity to inquire with regard to matters set forth therein and accordingly, fully understand all applicable procedures and matters relating to this application. I hereby represent that I have the lawful right and authority to file this application.

Owner / Agent:

Name: _____ **Signature:** _____ **Date:** _____
(Print)

Reviewed by Municipality:

Municipality: _____ **Date:** _____

Name: _____ **Signature:** _____
(Print)



**FLAGLER COUNTY PUBLIC SCHOOLS, FACILITIES PLANNING
SCHOOL PLANNING AND CONCURRENCY APPLICATION / SCHOOL IMPACT ANALYSIS**

FLAGLER COUNTY PUBLIC SCHOOL CONCURRENCY PLANNING SERVICE FEE SCHEDULE

Please make checks payable to Flagler County Public Schools

School Capacity Availability Reports / Letters

School Capacity Determinations

Nonbinding Review – (FLU/Rezone) -----	\$200.00
Letter of Concurrency Exemption -----	\$100.00
Time Extension -----	\$150.00
Concurrency Determination Re-evaluation -----	\$150.00

School Capacity Reservation – Certificate of School Concurrency

3 – 10 Units -----	\$150.00
11 – 49 Units -----	\$300.00
50 + Units -----	\$500.00

Proportionate Share Mitigation

3 – 10 Units -----	\$500.00
11 – 49 Units -----	\$1,000.00
50 + Units -----	\$2,500.00
Appeals -----	\$1,000.00

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department STORMWATER Item Key 13153	Amount \$55,300.00 Account #21055011-063000-51014										
Subject RESOLUTION 2022-XX APPROVING A WORK ORDER WITH LTG, INC., FOR DESIGN SERVICES FOR THE SESAME BOULEVARD STREET LIGHTING PROJECT											
Presenter : Mike Grunewald											
Background : COUNCIL PRIORITY: E. Streetlights and Safety: 1.) Implement a continuous street lighting program for major roads.											
<p>This project is part of the City's Continuous Streetlight master plan. Sesame Boulevard is the next roadway on the implementation list to complete design to add street lighting for the 3.31-mile Sesame Boulevard. The street lighting area will be from Seminole Woods Parkway north to Seminole Woods Parkway south. The preferred design is to mount luminaires to as many Florida Power & Light (FPL) power poles as possible, avoid the addition of in-line FPL power poles, and minimize costs.</p> <p>Under the existing contract (RFQ-CD-19-59), staff negotiated a scope and fee not-to-exceed \$55,300.00 with LTG, Inc. City staff has determined that the cost for these services are reasonable and fair and is consistent with these types of services for a project of this size and scope. Funds for this project are budgeted in the Street Improvement Fund.</p>											
SOURCE OF FUNDS WORKSHEET FY 2022											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Street Improvement Fund 21055011-063000-51014</td> <td style="text-align: right;">\$ 520,000.00</td> </tr> <tr> <td>Total Expended/Encumbered to Date.....</td> <td style="text-align: right;">112,274.34</td> </tr> <tr> <td>Pending Work Orders/Contracts.....</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Current (WO/Contract).....</td> <td style="text-align: right;"><u>55,300.00</u></td> </tr> <tr> <td>Balance.....</td> <td style="text-align: right;">\$ 402,425.66</td> </tr> </table>		Street Improvement Fund 21055011-063000-51014	\$ 520,000.00	Total Expended/Encumbered to Date.....	112,274.34	Pending Work Orders/Contracts.....	0	Current (WO/Contract).....	<u>55,300.00</u>	Balance	\$ 402,425.66
Street Improvement Fund 21055011-063000-51014	\$ 520,000.00										
Total Expended/Encumbered to Date.....	112,274.34										
Pending Work Orders/Contracts.....	0										
Current (WO/Contract).....	<u>55,300.00</u>										
Balance	\$ 402,425.66										
Recommended Action : ADOPT RESOLUTION 2022-XX APPROVING A WORK ORDER WITH LTG, INC., FOR DESIGN SERVICES FOR THE SESAME BOULEVARD STREET LIGHTING PROJECT											

RESOLUTION 2022-_____
SESAME BOULEVARD STREET LIGHT DESIGN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER ISSUED TO LTG, INC., FOR ENGINEERING DESIGN SERVICES FOR THE SESAME BOULEVARD STREET LIGHT DESIGN; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LTG, Inc., has a continuing services agreement to provide engineering services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order LTG, Inc., for the above-referenced engineering services relating to the street light design for Sesame Boulevard continuous street lighting project.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to LTG, Inc. for engineering services relating to the street light design for Sesame Boulevard continuous street lighting project, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the work order 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, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

ATTACHMENT: EXHIBIT "A" – WORK ORDER WITH LTG, INC.

Via E-mail: (mgrunewald@palmcoastgov.com)

Ref: 4903.00 TWO #6

January 26, 2022

Michael Grunewald
Traffic Engineer
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Re: Sesame Boulevard – Streetlight Design Proposal - **revised 1/26/2022**
Palm Coast Traffic Engineering Services CSC (RFSQ-CD-19-59) TWO #6

Dear Mr. Grunewald:

LTG, Inc. (LTG) is pleased to offer the following proposal to provide street lighting design services for Sesame Boulevard (the PROJECT), from Seminole Woods Parkway north to Seminole Woods Parkway south, located within the City of Palm Coast, Florida. For the purposes of this proposal, the City of Palm Coast shall be referred to as the CLIENT. The Scope of Services (the SCOPE) describing LTG's work effort to be conducted under this Agreement is presented below.

INTRODUCTION

It is our understanding that the primary objective of the PROJECT is to design streetlights for the 3.31-mile Sesame Boulevard, from Seminole Woods Parkway north to Seminole Woods Parkway south. The 2.92-mile section of the PROJECT, from Seminole Woods Parkway south to the four-lane section formerly named Citation Parkway, is a two-lane roadway. The 0.39-mile east-west section of the PROJECT, formerly named Citation Parkway, from Seminole Woods Parkway north to the two-lane section of Sesame Boulevard, is a four-lane grass median divided roadway. The 0.39-mile four-lane section does not have power poles on the westbound side and may require new streetlight poles to satisfy the required roadway illumination levels. The preferred design is to mount luminaires to as many Florida Power & Light (FPL) power poles as possible, avoid the addition of in-line FPL power poles, and minimize costs. Illumination of a path to meet the lighting levels to qualify as a lighted pedestrian walkway is outside the scope of this PROJECT. The luminaires will be spaced to provide lighting meeting urban arterial requirements on the roadway pavement as established in the City of Palm Coast Lighting Master Plan, and the streetlight design shall attempt to provide the existing pathway with a secondary illumination at 33% (or greater) of the illumination level of the roadway. The purpose of the plans is for quantity take-off and engineering evaluation by FPL. FPL will install the final solution. The light poles are to be positioned within the right-of-way with luminaires spaced to provide the required lighting on the roadway pavement and partial illumination to the combined use path. Design intentions, access points to power source, and mounting light fixtures on existing power poles will be coordinated with FPL. All work will be prepared in accordance with generally accepted engineering practice for the design of the proposed improvements described below.

SCOPE OF SERVICES

Task 1 - Project Administration

LTG shall provide general administrative services, develop PROJECT schedule, attend meetings and teleconferences, prepare digital submittals, and provide general coordination.

Teleconferences & Correspondence

LTG shall attend up to two (2) technical web meetings with FPL and four (4) progress reports or teleconferences at the direction of the CLIENT.

Contract Maintenance, Coordination, and Digital Delivery

LTG shall provide administrative services necessary to setup and maintain the contract files, invoicing, and provide digitally submittals of the plans and supporting documents to the CLIENT.

Task 2 - Lighting Analysis Memo of Alternative Fixtures (Optional)

LTG shall prepare a Lighting Analysis Memo for up to three (3) applicable luminaire types, in coordination with the City of Palm Coast and FPL, that will satisfy the AASHTO lighting criteria, and follow the City of Palm Coast Continuous Streetlight Master Plan. Any exception to the City Palm Coast Continuous Streetlight Master Plan will be at the discretion and written direction of the City of Palm Coast. The memo will include a photometric optimization comparison and the analysis of the proposed lighting system and the selected luminaire will be advanced to Design phase. The memo will also include a description of the applicable AASHTO Lighting Design Criteria that will be used for the PROJECT, the pole nominal height, luminaire photometric distribution type, arm length, pole arrangement, location and cost.

Task 3 - Lighting Analysis and Design

LTG shall prepare a signed and sealed set of lighting plans for the PROJECT. The plans shall be formatted to Florida Department of Transportation (FDOT) standards and will meet AASHTO lighting criteria per direction of the CLIENT and follow the City of Palm Coast Continuous Streetlight Master Plan as a design guide. The tasks involved in this process include design of the lighting components, submission of 90% design drawings for review and finalization of design plans including the incorporation of appropriate design review comments. The lumen output of the existing lighting at select intersection along the PROJECT, will be included in the lighting analysis. Existing luminaires with less than the required lumen output will be replaced with lighting that will provide the required lumen output. Any existing High-Pressure Sodium (HPS) lights will be replaced with LED lights unless directed by the CLIENT. It is understood that the final plans will be developed in English units using 11" x 17" plan size sheets at a scale of 1" = 100'.

The following additional design objectives will be achieved:

- The design will prioritize luminaire positions and avoid additional FPL "in-line" poles. LTG will attempt to use as many existing power poles as allowed by FPL to meet photometric requirements and will attempt to reuse existing luminaires currently at select intersections whenever feasible by replacing the luminaires and arms on existing structures.
- LTG will provide a design with consideration to the illumination of the existing pedestrian path along Sesame Boulevard at 33 percent of greater of the illumination level of the roadway. If the 33% levels may not be satisfied, coordination and written approval by the City will be required
- LTG will provide a design based on a typical section that includes the multi-use trail along Sesame Boulevard.
- LTG will provide a design plan with only the light pole with fixture locations and menu definitions; plus photometric map.
- Lighting at intersections shall be at the median lumen level at 40 feet beyond the primary road edge of pavement on both sides of the intersection, even if there is not a corresponding intersecting road for that side of the street. An exception shall be made for private full panel fence lines inside that perimeter. If the distance to a private full panel fence base is shorter than the prescribed 40 foot from edge of the primary road pavement, the average lumen level may begin decline five feet horizontal from the base of the private fence.
- The luminaires will be designed with a light shield to be attached after completion of this contract, by others, to address citizen complaints.

- At the side road of major intersections, the design for the average lumen level to fall at 200 feet to the edge of pavement. At the side road of minor intersections, the design for the average lumen level to fall at 50 feet to the edge of pavement. The primary intent of the lighting plan is to provide uniform lighting to the roadway surface and the secondary goal is to provide partial illumination to the adjacent combined use path.

Lighting Design Analysis Report (LDAR)

LTG shall provide an LDAR to include photometric modeling and analysis of the proposed lighting system. The LDAR includes a description of the applicable AASHTO Lighting Design Criteria that will be used for the PROJECT, the pole nominal height, luminaire photometric distribution type, arm length, pole arrangement and location. Design shall provide an average lumen level appropriate for an urban arterial in accordance with the *City of Palm Coast Lighting Master Plan*.

Data Collection and Review

LTG shall perform a site visit to identify above ground conflicts. LTG shall compile available GIS data from the CLIENT to determine utility locations, water lines, right of way lines and other features in the roadway. LTG shall expeditiously review available utility and base plans, as provided by the CLIENT, in the field to confirm that the coverage is sufficient and to note any discrepancies with observed conditions. LTG will conduct the design work using aerials, parcel information, and utility plans.

Plans Preparation

LTG shall prepare the plans package to include the following:

- Key Sheet identifying the PROJECT name and location, Engineer of Record, the date of the design plan preparation, appropriate standards and specifications identification, revision block, and plan sheet table of contents;
- General Note Sheet(s) containing lighting design and installation notes standard to the CLIENT;
- Pole Data Sheet(s) presenting the general legend description, wind speed, uniformity ratios, and a pole schedule;
- Project Layout Sheet(s) presenting the PROJECT layout in plan-view;
- Lighting Plan Sheet(s) presenting the PROJECT layout in plan-view, appropriate lighting design components, and labels pertaining to the construction of the lighting components; and
- Special Detail Sheet(s) presenting special notes and details.

Final Design Plan Preparation

LTG shall provide an electronic design plan package to the CLIENT for subsequent review and comment at 90%, and 100% review stages. Upon receipt of the CLIENT's review comments for each phase, LTG shall address each comment in writing and shall discuss the appropriate revisions to the plans with the CLIENT. Once the comments have been addressed, LTG shall submit to the CLIENT a revised plans package for review and comment. Once these comments are received, LTG shall address those comments and shall provide to the CLIENT signed and sealed plan sets.

Task 4 - Topographical Survey (Optional)

Topographical survey of the Sesame Boulevard pavement and the grade elevations between the edge of pavement and the right of way lines at select locations will be determined during the design phase and will be performed by a survey subcontractor as a third-party service. LTG will provide a quote for topographic survey and submit to the CLIENT for approval and work order authorization. The total value of the topographic survey to the CLIENT will be actual billed services by the survey subcontractor. The fee estimate may vary from the estimate listed in the compensation table due to the scope of the topographic survey that will be determined during the design phase. The scope of the topographic survey will be coordinated with the CLIENT prior to solicitation of quotes for the topographic survey services.

Task 5 - Post-Design Services

LTG shall provide support to the CLIENT throughout the construction phase of the PROJECT. Support shall be provided in accordance with the subtasks presented below. Should ADDITIONAL SERVICES be required, such ADDITIONAL SERVICES would require written mutual authorization, including changes to the SCHEDULE and COMPENSATION, by LTG and the CLIENT prior to initiation of said additional work.

Construction Phase Plans Modifications

Upon direction of the CLIENT and receipt of an approved request for revision, LTG shall discuss the appropriate revisions to the plans with the CLIENT. Once the revisions have been addressed, LTG shall submit to the CLIENT revised plans sheets or sketches, as necessary, for review and comment. Once these comments are received, LTG shall address those comments and shall provide to the CLIENT signed and sealed revised plans sheets or sketches.

Review/Comment (response to RFI's)

LTG shall review and provide recommendations regarding field changes requested by the PROJECT contractor. The requests shall be reviewed in accordance with the governing contract provisions and plans. LTG shall provide a written response of each request to the CLIENT.

Site Observations

LTG shall conduct up to three (3) site observations during construction of the PROJECT. The site observations will be attended at the direction of the CLIENT. During the site observations, LTG shall review construction progress in accordance with the plans and shall make note of any deviations. After each site observation, a checklist will be provided to the CLIENT that summarizes construction progress and whether it is in accordance with the plans, deviates from the plans, and whether it is acceptable or unacceptable.

SCHEDULE

LTG shall initiate the work effort immediately upon receipt of a properly executed contract/agreement, utility locations, and the PROJECT base plans depicting the proposed conditions for the PROJECT, collectively referred to as the Notice to Proceed (NTP). Upon receipt of the NTP, LTG shall develop 90%, 100% and final plans in accordance with the following schedule:

- CLIENT to provide utility plans and any available roadway data to LTG;
- PDF of 90% plans with construction cost estimate due to CLIENT in 90 days following receipt of base plans, utility plans and other related documents from the CLIENT;
- City review of 90% plans with construction cost estimate via e-mail due to LTG in 14 days;
- PDF of 100% plans with construction cost estimate due to CLIENT in 30 days;
- City review of 100% plans with construction cost estimate due to LTG in 10 days;
- 100% plans signed and sealed in PDF and native electronic format due to CLIENT in 10 days.

LTG delivery of the plans as described in the above schedule will start following receipt of roadway utility plans, base plans and other related documents. LTG will initiate work upon receipt of NTP from CLIENT. Delays incurred due to circumstances out of the control of LTG, including FP&L and CLIENT review times, will require modifications to the SCHEDULE and must be mutually agreed to by LTG and the CLIENT.

[THIS SPACE INTENTIONALLY LEFT BLANK]

COMPENSATION

Task	Type	Fee
Task 1 - Project Administration	Fixed Fee	\$ 7,900.00
Task 2 - Lighting Analysis Memo (Optional)	Fixed Fee	\$ 6,200.00
Task 3 - Lighting Analysis and Design	Fixed Fee	\$ 27,700.00
Task 4 - Topographical Survey (Optional)	T&E NTE*	\$ 6,200.00
Task 4 - Post-Design Services	Fixed Fee	\$ 7,300.00
	Total	\$ 55,300.00

*T&E NTE Budget = Time-and-Expenses (per Attachment A) Not-to-Exceed Budget

Should the T&E NTE budget be reached or exceeded, LTG shall notify the CLIENT immediately to obtain a mutually acceptable budget adjustment through a CLIENT authorized work order, prior to proceeding with the task for which any T&E NTE budget is reached.

Any revisions to the SCOPE shall constitute ADDITIONAL SERVICES and will require modifications to the COMPENSATION and SCHEDULE and must be mutually agreed to by LTG and the CLIENT in writing. Revisions to the SCOPE may be conducted on a fixed-fee basis, if a fixed SCOPE can be determined, or on a time-and-expenses basis according to LTG's contracted Hourly Rates as shall be mutually agreeable to LTG and the CLIENT. Payment to LTG of fees under this contract must be kept current in order for LTG to continue work under this agreement.

RESPONSIBILITIES OF THE CLIENT

The CLIENT shall be required to perform the following in order for LTG to maintain the PROJECT SCHEDULE:

- Provision to LTG of a properly executed contract PRIOR to LTG performing services identified;
- Written approval by the CLIENT of any modifications to the SCOPE required of LTG;
- Timely payment of invoices as described in Attachment B;
- Advanced notice of meetings requiring LTG staff attendance;
- Provide as-built drawings showing public underground conflicts along Sesame Boulevard including water, sewer, reuse irrigation, utility plans and or coordination necessary for design of the proposed improvements;
- Provide GIS data for Sesame Boulevard and Citation Boulevard; and

COORDINATION WITH FLORIDA POWER & LIGHT

The purpose of these plans is for quantity take off and engineering evaluation by FPL. LTG will coordinate activities with FPL.

- FPL to define conduit runs and advise CLIENT of conduit quantities;
- FPL will determine preference or objection to mounting light fixtures on existing power poles;
- FPL will install final solution;
- LTG will coordinate with FPL to discuss design intentions and the determine access points to power source; and
- LTG to evaluate input from FPL streetlight alternate side installation concept practicality or if cost prohibitive.

SERVICES NOT INCLUDED

In addition to any other task not specifically identified in the SCOPE, the items listed below would constitute ADDITIONAL SERVICES and would require written mutual authorization, including changes to the SCHEDULE and COMPENSATION, by LTG and the CLIENT prior to initiation of said additional work:

- Re-design and revisions due to changes in design concept, layout or scope made by the CLIENT;
- Design services outside of the PROJECT limits;
- Topographic Survey is an optional service;
- Utility location, coordination, relocation or design;
- Aerial photography, construction staking, and as-built Drawing preparation;
- Electrical Design;
- Geotechnical engineering; and
- Subsurface utility exploration (SUE).

ACCEPTANCE OF TERMS

LTG understands that upon approval of this SCOPE and FEE the City will issue a Purchase Order to LTG as authorization to proceed.

Sincerely,

LTG, INC.



Gil Ramirez, PE
Chief Executive Officer

In signing, the signatory affirms that he/she is duly authorized, on behalf of the CLIENT, to enter into this Agreement.

LTG, INC.

CITY OF PALM COAST

By:  _____

By: _____

Name: Gil Ramirez, PE

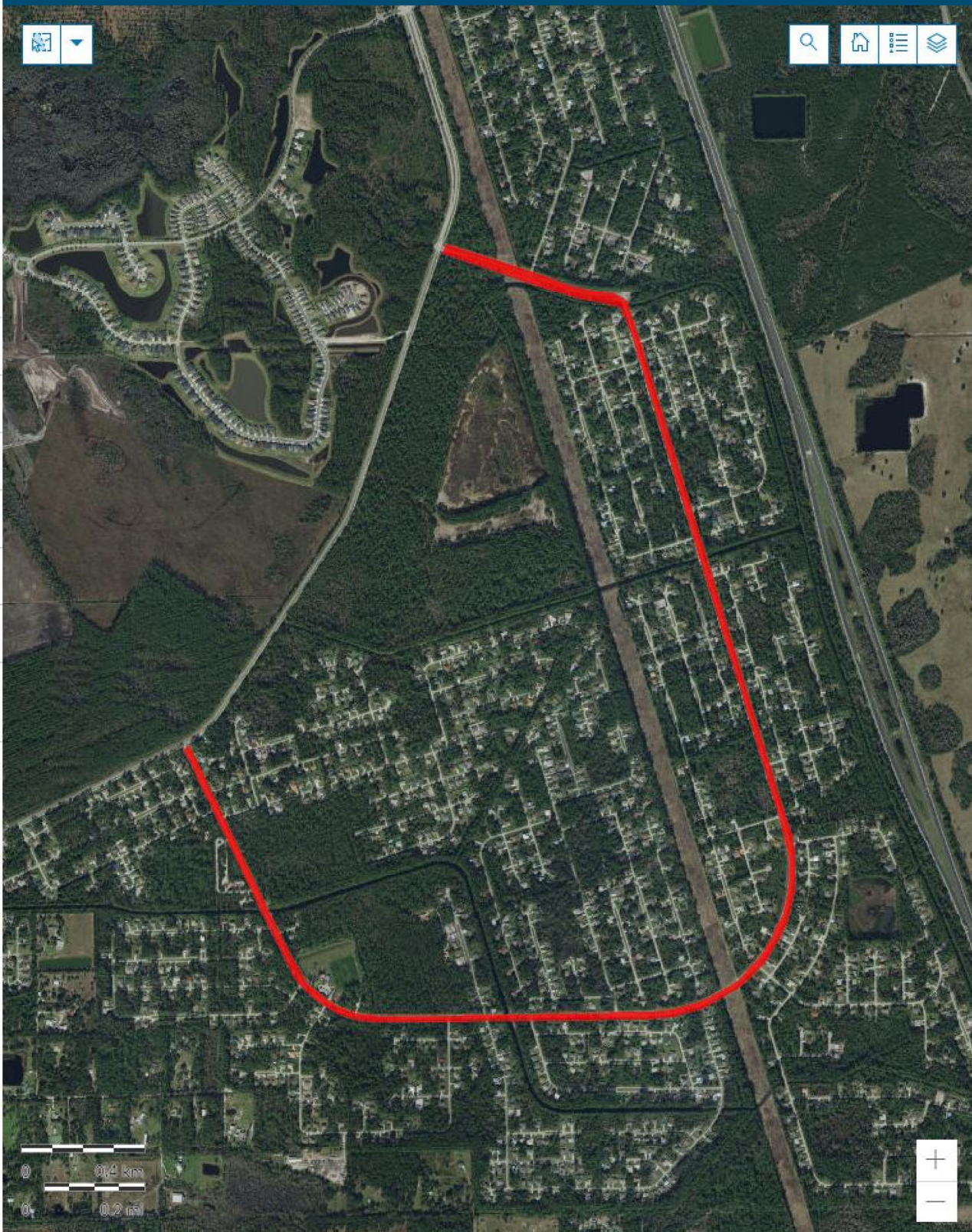
Name: _____
(Please type or print)

Title: Chief Executive Officer

Title: _____

Date: 1/26/2022

Date: _____



Active Project Details

Continuous Street Lighting (Sesame Blvd.)

Bid #:

Project #:

Phase / Phase Completion



Description

This project is part of the City of Palm Coast's Master Street Lighting program. Street lights are being installed along Sesame Blvd. Project is currently budgeted for design to be completed in FY 2022 with construction to be in 2023.

Project Updates

Public Notices

[Click for Interactive Map of Road Closures](#)

Grant Funding
N/A

Estimated Project Cost
\$0

Construction Start Date
N/A

Funding Source
Street Improvement Fund

Total Project Cost
\$0

Construction End Date
N/A

Contact Project Manager

Tyler Gibson at Palm Coast Connect
386-986-4756

Emergency Contact

Tyler Gibson - 386-986-4756

Construction Management & Inspection

Related Links

Contractor

FP&L

Designer

LTG, Engineering & Planning

Last edited by TGibson@ci.palm_coast.fl.us_copcgis on 12/20/2021, 2:10 PM.



City of Palm Coast, Florida Agenda Item

Agenda Date : March 1, 2022

Department CITY CLERK	Amount
Item Key	Account
	#
Subject RESOLUTION 2022-XX APPROVING THE EAST FLAGLER MOSQUITO CONTROL DISTRICT (EFMCD) LOW LEVEL FLIGHTS	
Presenter :	
Background :	
<p>COUNCIL PRIORITY: This is standard operations of the East Flagler Mosquito Control District.</p> <p>Each year, the East Flagler Mosquito Control District (EFMCD) requests authorization to fly over congested areas in compliance with Federal Aviation Administration requirements. The Citizens of the City of Palm Coast pay for mosquito control services through property taxes, with a portion of this payment covering aerial operations. To provide the service in a timely fashion, without contacting each local government prior to each operation, the EFMCD requires a signed authorization that is in effect for one year. This authorization has become a formality over the years.</p> <p>The authorization permits the district to perform low-level flights (500 feet) for mosquito control. The primary use for the aircraft is the control of developing mosquitos away from congested areas in and around wetlands.</p> <p>The EFMCD does not apply control materials over congested areas unless the need arises. The EFMCD, consulting with health officials, is solely responsible for determining need, which is driven by an extraordinary nuisance or an impending health threat. The requested authorization allows the EFMCD to take the necessary action when the need is officially determined. Public Notice will be published monthly, beginning in March, and ending in October, to provide ongoing public awareness about aerial spray operations and contact information.</p> <p>Additionally, EFMCD requests Council designate a member of the City's elected body to accompany them on an inspection flight of the District. If no member of your elected body is interested in an aerial tour, then a tour of the facilities and overview of operations can be done without it.</p>	
Recommended Action :	
ADOPT RESOLUTION 2022-XX APPROVING THE EAST FLAGLER MOSQUITO CONTROL DISTRICT (EFMCD) LOW LEVEL FLIGHTS	

RESOLUTION 2022-____
MOSQUITO CONTROL FLYOVER SPRAYING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, RECOGNIZES THE EAST FLAGLER MOSQUITO CONTROL SERVICE DISTRICT, IN THE EXERCISE OF ITS PUBLIC HEALTH AND SAFETY RESPONSIBILITIES, TO FLY AT LOW LEVELS (500 FEET) OVER CONGESTED AREAS IN CONNECTION WITH ITS OPERATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THIS AUTHORIZATION; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the East Flagler Mosquito Control Service District provides mosquito control for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast understands the importance of mosquito control; and

WHEREAS, the City Council of the City of Palm Coast desires to continue with the services of East Flagler Mosquito Control Service District for the above referenced services.

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

SECTION 1. APPROVAL OF FLYOVER SPRAYING. The City Council hereby approves the terms and conditions for flyover spraying in congested areas within the City of Palm Coast with East Flagler Mosquito Control Service District, 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 Authorization Form 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 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A - Authorization Form - East Flagler Mosquito Control



Board of Commissioners

Julius Kwiatkowski
Mike Martin
Ralph Lightfoot

Chair
Secretary
Treasurer

February 7, 2022

Re: Aerial Mosquito Control

To: Flagler County Local Governments:

Each year we request, in compliance with Federal Aviation Administration Regulation 137.51, authorization to fly over congested areas. As you are aware, the citizens you represent pay for mosquito control services via property taxes to the District and part of those services are operations done by helicopter since 1990. To provide services in a timely fashion, we request signed authorization to extend for one year.

This authorization provided by each local government allows the District to carry out low-level flights, 500 feet and below, over congested areas within their boundaries. The helicopter is the main treatment vehicle of the District, most treatments are done to prevent the emergence of saltmarsh mosquitoes, survey breeding areas, and apply adulticides when necessary.

The enclosed public notice will be published monthly beginning in April and ending in October and serves to provide ongoing public awareness about aerial operations and further provides contact information.

Please execute the accompanying authorization (Mayor, Manager, etc.) and return to our office no later than April 1, 2022.

Additionally, we request you designate a member of your elected body to accompany us on an inspection flight of the District. If no member of your elected body is interested in an aerial tour, then a tour of the facilities and overview of operations can be done without it.

Thank you for your prompt attention to this matter.

Sincerely,

Mark Positano, Director

East Flagler Mosquito Control District

210 FIN WAY
Palm Coast, Florida 32164

Phone: 386-437-0002
Fax: 386-437-0200

flaglermosquito.com

Authorization

This authorization recognizes that the East Flagler Mosquito Control District, in the exercise of its public health and safety responsibilities, may fly at low levels (500 feet) over congested areas in connection with its operations. This authorization extends from April 15, 2022 through April 15, 2023.

Signature: _____

Date: _____

Print/type name: _____

Title: _____

Name of local government: _____

Return to:

**East Flagler Mosquito Control District
210 Fin Way
Palm Coast, FL 32164**

Please return no later than April 1, 2022.

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department STORMWATER Item Key 13185	Amount \$396,022.90 Account #54205509-063000-55232
Subject RESOLUTION 2022-XX APPROVING CONTRACTS WITH MULTIPLE VENDORS FOR THE TRENCHLESS PIPE REHABILITATION PROJECT	
Presenter : Carmelo Morales	
Background : COUNCIL PRIORITY: This item is for standard operations.	
<p>The Stormwater Department is responsible for maintaining stormwater infrastructure. As such, City staff requested proposals from qualified contractors to provide trenchless pipe rehabilitation services. Services to include rehabilitation and repair aging, damaged, and deteriorated Stormwater infrastructure. Quantities listed are estimated for proposal purposes based on work projection and are subject to change. There are twelve (12) specific projects that require trenchless pipe rehabilitation services.</p> <p>The City advertised the project (ITB-SWE-22-16) and received 4 bids that were deemed responsive and responsible bidders. City staff recommends awarding the projects to the following bidders: Atlantic Pipe Services, Hinterland Group, Inc., Granite Inliner, LLC, and Shenandoah General Construction, LLC. Staff estimates this project will be approximately \$381,022.90. Staff is also requesting approval of a \$15,000 project contingency.</p> <p>Funds for this project have been budgeted for in the Stormwater Engineering FY 22 Budget.</p>	
SOURCE OF FUNDS WORKSHEET FY 2021	
Major Canal Crossing–54205509-063000-55232	\$ 2,040,000.00
Total Expenses/Encumbered to date	161,421.62
Pending Work Orders/Contracts	0
Current Contract	<u>396,022.90</u>
Balance	\$ 1,574,327.36
Recommended Action : ADOPT RESOLUTION 2022-XX APPROVING CONTRACTS WITH MULTIPLE VENDORS FOR THE TRENCHLESS PIPE REHABILITATION PROJECT	

RESOLUTION 2022-_____
TRENCHLESS PIPE REHABILITATION PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF CONSTRUCTION CONTRACTS WITH MULTIPLE VENDORS FOR TWELVE SPECIFIC TRENCHLESS PIPE REHABILITATION PROJECTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to contract with Atlantic Pipe Services, Hinterland Group, Inc., Granite Inliner, LLC, and Shenandoah General Construction, LLC, for Twelve specific trenchless pipe rehabilitation projects; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with the above mentioned firm for the above reference services.

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

SECTION 1. APPROVAL OF CONTRACTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the contracts with Atlantic Pipe Services, Hinterland Group, Inc., Granite Inliner, LLC, and Shenandoah General Construction, LLC, for the twelve specific trenchless pipe rehabilitation projects, including \$15,000 contingency for the project, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit “A” – Contracts with Atlantic Pipe Services, Hinterland Group, Inc., Granite Inliner, LLC, and Shenandoah General Construction, LLC



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-SWE-22-16 - Trenchless Pipe Rehabilitation Services

Date: 2/10/2022

Appeal Deadline: Appeals must be filed by 5:00 PM on 2/15/2022

Awarded Firm	Individual Project	Awarded Bid
Shenandoah General Construction LLC Pompano Beach, FL	37 Patric Drive PI_25_S2545	\$18,483.00
Hinterland Group, INC. Riviera Beach, FL	Seminole Woods Blvd PI_57_S5722	\$11,570.00
Granite Inliner, LLC Sanford, FL	Seminole Woods Blvd K-9	\$89,904.00
Granite Inliner, LLC Sanford, FL	8 Ullian Trail I-5	\$71,484.00
Shenandoah General Construction LLC Pompano Beach, FL	16 Felicia Court PI_02_S2909	\$10,023.00
Hinterland Group, LLC Riviera Beach, FL	Royal Palms Pkwy PI_29_C803	\$17,624.00
Atlantic Pipe Services Sanford, FL	82 Belleaire Drive PI_11_C305	\$21,044.20
Atlantic Pipe Services Sanford, FL	112 Belleaire Drive PI_11_C002	\$20,222.20





city of PALM COAST

Finance Department
Budget & Procurement Office

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

Atlantic Pipe Services Sanford, FL	178 Beechwood Lane PI_11_S1110	\$30,509.00
Atlantic Pipe Services Sanford, FL	74 Bayside Drive PI_12_C032	\$28,372.00
Atlantic Pipe Services Sanford, FL	71 Westrobin Lane PI_22_S2238-1	\$19,817.50
Hinterland Group, Inc. Riviera Beach, FL	56 Fortress Lane PI_07_S79	\$41,970.00

The intent of the City of Palm Coast is to award ITB-SWE-22-16 to Shenandoah General Construction LLC, Hinterland Group Inc., Granite Inliner LLC, and Atlantic Pipe Services.

For questions regarding the NOIT please contact Procurement Coordinator CLuedke@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-SWE-22-16 - TRENCHLESS PIPE REHABILITATION SERVICES

Project Overview

Project Details	
Reference ID	ITB-SWE-22-16
Project Name	TRENCHLESS PIPE REHABILITATION SERVICES
Project Owner	Casey Luedke
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is requesting proposals from qualified Contractors to provide trenchless pipe rehabilitation services to rehabilitate aging, damaged, and deteriorated Stormwater infrastructure. Quantities listed are estimated for proposal purposes based on work projection and are subject to change. There are twelve (12) specific projects that require trenchless pipe rehabilitation services. The Contractor shall provide all work required for a completed project including, but not limited to, labor, supervision, traffic, control, materials, equipment, installation, and incidentals required for complete rehabilitation.
Open Date	Dec 22, 2021 8:00 AM EST
Intent to Bid Due	Feb 02, 2022 2:00 PM EST
Close Date	Feb 03, 2022 2:00 PM EST

Awarded Suppliers	Reason	Score
-------------------	--------	-------



Shenandoah General Construction LLC		985.22 pts
Granite Inliner, LLC		977.65 pts
Atlantic Pipe Services		1,049.44 pts
Hinterland Group, Inc.		1,009.69 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-I (Except Form C), and Bidder Profile Sheet	Feb 03, 2022 2:01 PM EST	Casey Luedke
Section 00200, Forms A-F, and Bidder Bid Form	Feb 03, 2022 2:01 PM EST	Casey Luedke
Addendum No 1 (Signed and Dated)	Feb 03, 2022 2:01 PM EST	Casey Luedke
Construction Forms 5 & 6	Feb 03, 2022 2:01 PM EST	Casey Luedke
Bid Form A Bid Schedule	Feb 03, 2022 2:01 PM EST	Casey Luedke
Section 00100, Form C Financial Statements	Feb 03, 2022 2:01 PM EST	Casey Luedke
Florida Contractor's License	Feb 03, 2022 2:01 PM EST	Casey Luedke
Bid Security	Feb 03, 2022 2:01 PM EST	Casey Luedke
Addendum No 2 (Signed and Dated)	Feb 03, 2022 2:01 PM EST	Casey Luedke
Addendum No 3 (Signed and Dated)	Feb 03, 2022 2:01 PM EST	Casey Luedke



Addendum No 4 (Signed and Dated)	Feb 03, 2022 2:01 PM EST	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?
Mike Peel	Feb 07, 2022 3:13 PM EST	No
Carmelo Morales	Feb 08, 2022 9:12 AM EST	No
Ginger Norberg	Feb 03, 2022 3:05 PM EST	No
Andrea Mudryk	Feb 07, 2022 1:44 PM EST	No
Casey Luedke	Feb 03, 2022 2:02 PM EST	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested.
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-I and References
Technical Review Qualification 00200	Pass/Fail	Review Bid Forms 00200 A-F
Technical Review Construction Forms	Pass/Fail	Review Forms 5 & 6
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Bid Schedule PI_25_S2545 (37 Patric Drive)	100 pts	Bid Schedule PI25S2545 (37 Patric Drive) Price
Bid Schedule PI_57_S5722 (Seminole Woods Blvd)	100 pts	Bid Schedule PI57S5722 (Seminole Woods Blvd) Price
Bid Schedule K-9 (Seminole Woods Blvd)	100 pts	Bid Schedule K-9 (Seminole Woods Blvd) Price
Bid Schedule I-5 (8 Ullian Trail)	100 pts	Bid Schedule I-5 (8 Ullian Trail) Price



Bid Schedule PI_02_S2909 (16 Felicia Court)	100 pts	Bid Schedule PI02S2909 (16 Felicia Court) Price
Bid Schedule PI_29_C803 (Royal Palms Pkwy)	100 pts	Bid Schedule PI29C803 (Royal Palms Pkwy) Price
Bid Schedule PI_11_C305 (82 Belleaire Drive)	100 pts	Bid Schedule PI11C305 (82 Belleaire Drive) Price
Bid Schedule PI_11_C002 (112 Belleaire Drive)	100 pts	Bid Schedule PI11C002 (112 Belleaire Drive) Price
Bid Schedule PI_11_S1110 (178 Beechwood Lane)	100 pts	Bid Schedule PI11S1110 (178 Beechwood Lane) Price
Bid Schedule PI_12_C032 (74 Bayside Drive)	100 pts	Bid Schedule PI12C032 (74 Bayside Drive) Price
Bid Schedule PI_22_S2238-1 (71 Westrobin Lane)	100 pts	Bid Schedule PI22S2238-1 (71 Westrobin Lane) Price
Bid Schedule PI_07_S79 (56 Fortress Lane)	100 pts	Bid Schedule PI07S79 (56 Fortress Lane) Price
Admin Financial Review	Pass/Fail	Review Form C
Total	1200 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 1,200.00 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Atlantic Pipe Services	1,049.44 pts	Pass	Pass	Pass	Pass
Hinterland Group, Inc.	1,009.69 pts	Pass	Pass	Pass	Pass
Shenandoah General Construction LLC	985.22 pts	Pass	Pass	Pass	Pass
Granite Inliner, LLC	977.65 pts	Pass	Pass	Pass	Pass
Advanced Plumbing Technology	893.8 pts	Pass	Pass	Pass	Pass
Insituform Technologies	86.55 pts	Pass	Pass	Pass	Pass



	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 1,200.00 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
American Infrastructure Technologies Corporation	0.0381 pts	Fail	Pass	Mixed	Pass

	Admin Review Addenda	Bid Schedule PI_25_S2545 (37 Patric Drive)	Bid Schedule PI_57_S5722 (Seminole Woods Blvd)	Bid Schedule K-9 (Seminole Woods Blvd)	Bid Schedule I-5 (8 Ullian Trail)
Supplier	Pass/Fail	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Atlantic Pipe Services	Pass	98.24 pts (\$18,815.00)	75.62 pts (\$15,300.00)	51.71 pts (\$173,875.00)	82.36 pts (\$86,790.00)
Hinterland Group, Inc.	Pass	99.16 pts (\$18,640.00)	100 pts (\$11,570.00)	44.36 pts (\$202,670.00)	41.21 pts (\$173,460.00)
Shenandoah General	Pass	100 pts (\$18,483.00)	60.17 pts (\$19,228.01)	64.37 pts	84.09 pts (\$85,006.00)



	Admin Review Addenda	Bid Schedule PI_25_S2545 (37 Patric Drive)	Bid Schedule PI_57_S5722 (Seminole Woods Blvd)	Bid Schedule K-9 (Seminole Woods Blvd)	Bid Schedule I-5 (8 Ullian Trail)
Supplier	Pass/Fail	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Construction LLC				(\$139,668.50)	
Granite Inliner, LLC	Pass	69.21 pts (\$26,704.00)	57.27 pts (\$20,204.00)	100 pts (\$89,904.00)	100 pts (\$71,484.00)
Advanced Plumbing Technology	Pass	81.6 pts (\$22,650.00)	77.6 pts (\$14,910.00)	93.05 pts (\$96,620.00)	89.23 pts (\$80,110.00)
Insituform Technologies	Pass	42.88 pts (\$43,100.40)	0.00116 pts (\$999,999,999.00)	0.00899 pts (\$999,999,999.00)	0.00715 pts (\$999,999,999.00)
American Infrastructure Technologies Corporation	Pass	0.00185 pts (\$999,999,999.00)	0.00116 pts (\$999,999,999.00)	0.00899 pts (\$999,999,999.00)	0.00715 pts (\$999,999,999.00)



	Bid Schedule PI_02_S2909 (16 Felicia Court)	Bid Schedule PI_29_C803 (Royal Palms Pkwy)	Bid Schedule PI_11_C305 (82 Belleaire Drive)	Bid Schedule PI_11_C002 (112 Belleaire Drive)	Bid Schedule PI_11_S1110 (178 Beechwood Lane)
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Atlantic Pipe Services	67.84 pts (\$14,774.00)	84.1 pts (\$20,956.20)	100 pts (\$21,044.20)	100 pts (\$20,222.20)	100 pts (\$30,509.00)
Hinterland Group, Inc.	83.93 pts (\$11,942.00)	100 pts (\$17,624.00)	76.34 pts (\$27,567.00)	91.56 pts (\$22,087.00)	92.55 pts (\$32,965.00)
Shenandoah General Construction LLC	100 pts (\$10,023.00)	78.5 pts (\$22,452.00)	83.83 pts (\$25,104.50)	89.85 pts (\$22,506.51)	76.78 pts (\$39,733.50)
Granite Inliner, LLC	50.87 pts (\$19,704.00)	74.54 pts (\$23,644.00)	79.69 pts (\$26,409.00)	80.76 pts (\$25,039.00)	96.08 pts (\$31,754.00)
Advanced Plumbing Technology	54.94 pts (\$18,244.00)	59.97 pts (\$29,386.00)	60.54 pts (\$34,762.00)	73.79 pts (\$27,404.00)	81.12 pts (\$37,610.00)
Insituform Technologies	0.001 pts (\$999,999,999.00)	43.63 pts (\$40,394.20)	0.0021 pts (\$999,999,999.00)	0.00202 pts (\$999,999,999.00)	0.00305 pts (\$999,999,999.00)
American Infrastructure Technologies Corporation	0.001 pts (\$999,999,999.00)	0.00176 pts (\$999,999,999.00)	0.0021 pts (\$999,999,999.00)	0.00202 pts (\$999,999,999.00)	0.00305 pts (\$999,999,999.00)



	Bid Schedule PI_12_C032 (74 Bayside Drive)	Bid Schedule PI_22_S2238-1 (71 Westrobin Lane)	Bid Schedule PI_07_S79 (56 Fortress Lane)	Admin Financial Review
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	Pass/Fail
Atlantic Pipe Services	100 pts (\$28,372.00)	100 pts (\$19,817.50)	89.57 pts (\$46,857.00)	Pass
Hinterland Group, Inc.	81.25 pts (\$34,920.00)	99.34 pts (\$19,950.00)	100 pts (\$41,970.00)	Pass
Shenandoah General Construction LLC	86.67 pts (\$32,736.00)	76.46 pts (\$25,918.00)	84.49 pts (\$49,673.50)	Pass
Granite Inliner, LLC	94.09 pts (\$30,154.00)	85.04 pts (\$23,304.00)	90.1 pts (\$46,579.00)	Pass
Advanced Plumbing Technology	72.67 pts (\$39,040.00)	70.65 pts (\$28,050.00)	78.62 pts (\$53,380.00)	Pass
Insituform Technologies	0.00284 pts (\$999,999,999.00)	0.00198 pts (\$999,999,999.00)	0.0042 pts (\$999,999,999.00)	Pass
American Infrastructure Technologies Corporation	0.00284 pts (\$999,999,999.00)	0.00198 pts (\$999,999,999.00)	0.0042 pts (\$999,999,999.00)	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department	STORMWATER	Amount	\$82,765.00
Item Key	13186	Account	#54205509-063000-99043
Subject	RESOLUTION 2022-XX APPROVING A WORK ORDER WITH CPH, INC., FOR ADDITIONAL ENGINEERING SERVICES FOR THE P-1 WEIR CONTROL STRUCTURE REPLACEMENT PROJECT		
Presenter : Carmelo Morales			
<p>Background : COUNCIL PRIORITY: This item is for Standard Operations.</p> <p>On March 2, 2021, City Council approved a work order with CPH, Inc. for design services related to the replacement of the P-1 weir control structure. The P-1 Stormwater control structure is located along the Pine Grove Waterway. This project includes the demolition of the existing weir and gate as well as erosion control along the canal side banks and/or alongside the existing downstream culvert headwall.</p> <p>This item is to approve additional design services associated with the project to include but not be limited to canal dredging upstream of P-1 weir control structure and CPH's assistance in seeking funding from Florida Department of Environmental Protection, State Revolving Fund.</p> <p>Under the existing Contract (RFSQ-CD-19-70), City staff negotiated a scope and lump sum fee of \$82,765.00 with CPH, Inc. City staff has determined that the cost for the design services are reasonable and fair as well as consistent with these types of services for a project of this size and scope.</p> <p>Funds for this project have been budgeted for out of FY 2022 Stormwater Engineering budget.</p>			
SOURCE OF FUNDS WORKSHEET FY 2022			
Stormwater Engineering Fund -54205509-063000-99043		\$	1,500,000.00
Total Expenses/Encumbered to date		\$	10,678.50
Pending Work Orders/Contracts		\$	0
Current Contract		\$	<u>82,765.00</u>
Balance		\$	1,406,556.50
Recommended Action : ADOPT RESOLUTION 2022-XX APPROVING A WORK ORDER WITH CPH, INC., FOR ADDITIONAL ENGINEERING SERVICES FOR THE P-1 WEIR CONTROL STRUCTURE REPLACEMENT PROJECT			

RESOLUTION 2022-_____
P-1 WEIR CONTROL STRUCTURE REPLACEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER WITH CPH, INC., TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE P-1 WEIR CONTROL STURCTURE REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, additional design services are necessary for the P-1 Weir Control Structure Replacement Project relating to the demolition of the existing weir and gate as well as erosion control along the canal side banks and/or alongside the existing downstream culvert headwall; and

WHEREAS, CPH Inc., currently has a contract to provide the engineering design services for the City in the aforementioned project; and

WHEREAS, CHP, Inc. desires to provide the additional engineering services related to the P-1 Weir Control Structure Replacement Project for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires for CPH Inc., to provide engineering services for the P-1 Weir Control Structure Replacement Project and requests CPH's assistance with funding from the FDEP State Revolving Fund.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with CPH Inc., to provide additional design services associated with the project to include but not be limited to dredging and CPH's assistance with funding from the Florida Department of Environmental Protection, State Revolving Fund, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit "A" – Proposal-CPH, Inc. – P-1 Weir Control Structure



520 Palm Coast Pkwy SW
Suite 200
Palm Coast, FL 32137
Phone: 386.445.6569
Fax: 386.447.8991

February 1, 2022

Carmelo Morales
Stormwater Design & Construction Engineer
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Re: Scope and Fee
Canal Dredging upstream of P-1 Control Structure & FDEP, SRF Funding Assistance

Dear Carmelo,

Per your request we are providing a Professional Engineering Services Task and Fee for the dredging of the 1.4 mile (7,392± LF) canal west of the P-1 Control Structure as follows:

1.0 Environmental

1.1 Wetland & Surface Water Location - CPH's ecologists will perform a wetland and/or surface water delineation for review and approval by the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP) for 404 Program Permitting for dredge areas proposed. If the top-of-bank of the drainage feature is definite then the limits of the drainage feature will not be delineated in the field. If there are areas in the field that need clarification as to the top-of-bank the limits of the surface water, these limits will be delineated. The approximate wetland/surface water limits will be delineated in the field in accordance with methodologies outlined in applicable State of Florida and federal regulations. Once flagged, the wetland locations will be picked up by the surveyor and included on the overall plans for the project. CPH ecologist shall coordinate with the surveyor to locate flags placed in the field. Complete required 404 Program forms and data collection relative to wetland & surface water delineation.

1.2 Data Collection- CPH ecologists will conduct a Preliminary Ecological Assessment for the project corridor to collect data for use in permit applications, to include:

- Public Data Base Research: CPH will review web based files and mappings to identify listed species along the corridor.
- Vegetation and Land Use: CPH will prepare a map of the various vegetation and land uses along the corridor.
- Field Investigation: CPH will conduct a preliminary survey by general reconnaissance of the site for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern).
- This information collected in the field shall be used to prepare documents for permit application requirements.

1.3 Environmental Permitting – CPH will prepare and submit environmental permits or exemptions as required, to include the following:

- A. St. Johns River Water Management District (SJRWMD) CPH will prepare information to process a verification for exemption pursuant to 403.813(1)(f), F.S. and 62-330.050(7)(a). CPH anticipates two meetings with SJRWMD (one pre-application meeting and one field meeting). If a general or individual permit is required, CPH shall submit for additional services.

- B. FDEP 404 Permit Program – CPH will prepare a request for verification to use a Standard Permit and a report requesting Federal authorization to maintenance dredge approximately 1.4 acres of drainage/stormwater canal area. An analysis will be prepared of pre- & post-development wetland impacts and mitigation value following the Unified Mitigation Assessment Methodology (UMAM) as required by 404 Program. Prepare 404 Wetland Data Sheets. Coordinate the approval of a Mitigation Plan to compensate for any proposed unavoidable impacts, if applicable. CPH shall coordinate with a Mitigation Bank for the purchase of credits. Preparation of a construction level mitigation plan is not part of this scope but can be provided as an additional service, if required. CPH shall provide response(s) to letter(s) Requesting Additional Information. CPH Environmental Services shall attend up to two (2) meetings with or participate in telephone conferences with the appropriate FDEP agency representatives as necessary to properly coordinate performance of the contracted tasks.

1.4 Environmental Services Not Included

The following Environmental services are not anticipated and, therefore, not included in this Agreement at this time:

- 404 Individual Permitting
- SJRWMD General or Individual Permitting
- Special environmental studies and coordination of environmental issues with the regulatory agencies.
- Gopher Tortoise Survey, Bucket Permitting, Trapping and URTD testing
- Silt fence installation and underground utility locates
- Consultation and Studies related to Section 7 or 10 Consultations with the USFWS
- Specific Wildlife Assessments and Permitting
- On & off Site Wetland Mitigation Construction Level Design
- Review of an alternative product in lieu of the product called for on the plans and specifications
- Services resulting from changes made by client following the completion of specific project tasks that require re-work by CPH
- Special meetings with agencies, other consultants or Client not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Phase I, II ESAs and remediation
- Archaeological and Historical Resources survey and report
- Any other issues not specifically described in this proposal

2.0 Survey

- A. Establish Right of Way Geometry
- Compute right of way geometry. The following will be used to depict the right of way alignment for the project area:
 - Recorded Plats
 - Viewable Legal Descriptions recorded in Official Records
 - Field locate existing monumentation and retrace platted rights of way contained within the plat for Royal Palms-Section 30 Palm Coast as recorded in Map Book 10, Pages 30-42 and Royal Palms-Section 32 as recorded in Map Book 10, Pages 54-66, inclusive of the Public Records of Flagler County, Florida.
(Approximately 7,400 linear feet)
 - For each of the individual parcels, a Title Search is **not** included as part of this scope.



B. Topographic Survey

Perform a Topographic survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida. (See Survey Exhibit "A")

- Provide topographic information at 200-foot cross-sections from right-of-way to right-of-way with no overlap on to the lots where accessible.
- Locate above ground evidence of utilities only

****Note:** Trees will not be located unless specifically requested by the City, but can be performed as an additional service.

3.0 Engineering Design and Construction Documents

CPH will prepare a Preliminary Site Layout based on collected site information, City Land Development Regulations and SJRWMD Stormwater requirements. We will meet with City staff to review the preliminary layouts and discuss any design changes.

CPH will prepare the Engineering Site Plans (Construction Documents), based on the City approved Preliminary Site Layouts and Environmental information. CPH will prepare applications, calculations and gather supporting documents for submittal to all above listed Jurisdictional Agencies and meet requirements to support the design for the proposed site.

4.0 Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF)

CPH will assist the City of Palm Coast in the pursuit of obtaining State Revolving Funding (SRF) from the Florida Department of Environmental Protection (FDEP) for the design and construction of the P-1 Control Structure Rehabilitation and the proposed upstream canal dredging. CPH will coordinate all activities with the City of Palm Coast and FDEP, attend meetings, and prepare planning exhibits, applications and documentation required by FDEP's SRF program.

5.0 Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, hotel stay, rental cars, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase.

6.0 Allowance: FDEP State Revolving Fund (As Needed)

In the event that additional effort and time is required to pursue and obtain the SRF funding, above and beyond Task 4.0 of this contract, the City, by approval only, can release Task 6.0 Florida Department of Environmental Protection (FDEP), State Revolving Fund (SRF) Allowance.

7.0 Post Design Construction Engineering Inspection Services (CEI) (As Needed)

CPH will provide limited Engineering post design support for the project construction including, but not limited to the following:

- Support during the bidding process to include Bid Tab, Contractor Selection, meetings, and coordination.
- Client and Contractor coordination during construction.
- Processing of Request of Additional Information (RAI), Shop Drawings and Pay Applications.
- Conduct limited site inspections and prepare field report.
- Attend progress meetings as needed.



Proposed Fee

We propose to provide the services as described above on a lump sum and hourly, not to exceed basis of **\$82,765.00**, including out-of-pocket expenses, based on the hourly rates and estimated hours associated with the above Scope of Services.

Task	Task Description	Billing Method	Fee
1.0	Environmental		
1.1	Wetland & Surface Water Location	Lump Sum	\$2,850.00
1.2	Data Collection	Lump Sum	\$3,090.00
1.3	Environmental Permitting		
A	SJRWMD	Hourly NTE	\$4,570.00
B	FDEP 404 Permit Program	Hourly NTE	\$9,405.00
2.0	Survey	Lump Sum	\$15,200.00
3.0	Engineering Design & Construction Documents	Lump Sum	\$33,575.00
4.0	FDEP State Revolving Fund	Hourly NTE	\$10,075.00
5.0	Reimbursable Expenses		\$4,000.00
Grand Total			\$82,765.00
Additional Services (As Needed)			
6.0	Allowance: FDEP State Revolving Fund	Hourly NTE	\$5,000.00
7.0	Post Design Construction Services (CEI)	Hourly NTE	\$12,000.00

CPH will perform this scope of service in accordance with the current terms and conditions of the City Wide Engineering Services Agreement with the City of Palm Coast (RFSQ-CD-19-70).

If you have any questions, please contact me.

Sincerely,
CPH, Inc.



J. Brett Markovitz
Senior Vice President/Associate

Table 1
Canal Dredging Upstream from P-1 Control Structure
City of Palm Coast

February 1, 2022

ITEM	DESCRIPTION	Pr Env Sci	Sr. Env Sci	Lead Env Sci	Env Sci	GIS Analyst	Sr. Project Mgr	Project Engineer	Admin.	P.S.M	Survey 2 Man Crew	Sr. Svy CADD Tech	Cost by Task
Hourly Rates (Per RFSQ-CD-19-70)		\$175	\$135	\$105	\$95	\$105	\$180	\$140	\$75	\$125	\$155	\$110	\$
1.0	Environmental	15	19	49	56	32			12				\$ 19,915.00
2.0	Survey-Establish ROW Geometry and Topographic Survey									12	60	40	\$ 15,200.00
3.0	Engineering Construction Documents						85	85	85				\$ 33,575.00
4.0	FDEP SRF Funding Assistance						30	20	25				\$ 10,075.00
5.0	Reimbursable Expenses												\$ 4,000.00
GRAND TOTAL		15	19	49	56	32	115	105	122	12	60	40	\$ 82,765.00
Additional Services (As Needed)													
6.0	Allowance: FDEP SRF Funding Assistance												\$ 5,000.00
7.0	Post Design Construction Engineering Inspection Services (CEI)												\$ 12,000.00

Rates & Reimbursables

CPH STANDARD RATES	
Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$140
Senior Architectural Manager	\$130
Architectural Manager	\$125
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural CADD Technician	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH STANDARD RATES	
Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

USB/Thumb Drive	\$15.00 Each	Plots (B&W)		Mileage	At Current IRS Rates
		11 X 17	\$ 0.21 Each		
		12 X 18	\$ 0.24 Each	Phone	At Cost
Copies (B&W)		15 X 21	\$ 0.35 Each	Postage	At Cost
8.5 x 11	\$0.05 Each	34 X 22	\$ 0.83 Each	Outside Reimbursables	At Cost
8.5 x 14	\$0.10 Each	24 X 36	\$ 0.96 Each		
11 x 17	\$0.20 Each	30 X 42	\$ 1.42 Each		
		36 X 48	\$ 1.92 Each		
Copies (Color)		Plots (Color/Bond)			
8.5 x 11	\$0.25 Each	24 x 36	\$24.00 Each		
8.5 x 14	\$0.30 Each	30 x 42	\$35.00 Each		
11 x 17	\$0.35 Each	36 x 48	\$48.00 Each		
Mylars					
24 x 36	\$9.00 Each				
32 x 42	\$13.00 Each				

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: October 9, 2019



SCBR-CITY/019

SCBR-CITY/019

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department	UTILITY	Amount	\$ Over 50,000.00
Item Key	13125	Account	# Several
Subject	RESOLUTION 2022-XX APPROVING PIGGYBACKING THE FEDERAL SUPPLY SERVICE CONTRACT WITH CORE ENGINEERED SOLUTIONS, INC. FOR THE FUEL TANK REPLACEMENT PROJECT		
Presenter :	Fred Greiner		
Background :	<p>COUNCIL PRIORITY: D. Service Delivery and Efficiency: 4) Continue to implement water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding and other hazards.</p> <p>The Utility currently has three underground diesel fuel storage tanks which provide fuel for our generators. These fuel tanks are close to “retirement age”. On average, underground fuel tanks should be replaced around 25 years. Water Treatment Plants #1, 2 and the Wastewater Treatment Plant #1 are seeking to systematically remove the underground storage tanks and replace them with state-of-the-art above ground systems that will use inventory monitoring with leak detection capabilities.</p> <p>City staff is recommending piggybacking the General Services Administration (GSA) Federal Supply Service contract #GA07F-011GA with Core Engineered Solutions, Inc. through 9/30/2026 for the fuel tank replacement project. Piggybacking existing competitively bid contracts is considered to be advantageous because we can immediately leverage the competitively awarded contract prices without the need to go out for a time-consuming formal bid, wait for the bids to come back and abstract the bids. By using this contract, we can save a significant amount of time compared to the typically lengthy process while still leveraging the best value of a competitively awarded agreement.</p> <p>Water Treatment Plant #1 was funded for replacement in the FY23 budget. However, based on being able to utilize the GSA contract and join the three project sites together, we believe that the City receives cost savings by getting the replacements done as one overall project, saving City resources and overall project management time. The WTP#1 funding for capital 54029086 will be able to stay within the overall FY22 budget due to the fact that other projects will be reallocated into the FY23 budget. The Fiscal Year 2022 budget includes available funding appropriated by City Council for the fuel tank replacement project and these projects will stay within the overall budget.</p>		

The Fiscal Year 2022 Budget includes available funding appropriated by City Council for the fuel tank replacement project.

SOURCE OF FUNDS WORKSHEET FY 2022

Utility Capital Projects-General Plant WTP#1 54029086 063000 84002	\$1,210,000.00
Total Expended/Encumbered to Date.....	208,057.44
Pending Work Orders/Contracts.....	
Current (WO/Contract).....	370,925.21
Balance	\$ 631,017.35

SOURCE OF FUNDS WORKSHEET FY 2022

Utility Capital Projects-General Plant WTP#2 54029087 063000 84003	\$ 2,600,000.00
Total Expended/Encumbered to Date.....	619,421.39
Pending Work Orders/Contracts.....	
Current (WO/Contract).....	423,978.68
Balance	\$1,556,599.83

SOURCE OF FUNDS WORKSHEET FY 2022

Utility Capital Projects - WWTP #1 Expansion 54029082 063000 82002	\$5,115,000.00
Total Expended/Encumbered to Date.....	1,484,448.05
Pending Work Orders/Contracts.....	
Current (WO/Contract).....	360,369.26
Balance	\$3,270,182.69

Recommended Action :

ADOPT RESOLUTION 2022-XX APPROVING PIGGYBACKING THE (GSA) FEDERAL SUPPLY SERVICE CONTRACT WITH CORE ENGINEERED SOLUTIONS, INC. FOR THE FUEL TANK REPLACEMENT PROJECT

**RESOLUTION 2022 - _____
FUEL TANK REPLACEMENT PROJECT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT WITH CORE ENGINEERED SOLUTIONS, INC., ON THE GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL SUPPLY SERVICE CONTRACT #GS07F-011GA FOR THE FUEL TANK REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Core Engineered Solutions, Inc. has expressed a desire to construct the fuel tank replacement project to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the (GSA) Federal Supply Service contract with Core Engineered Solutions Inc., for the fuel tank replacement project.

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

SECTION 1. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between the (GSA) Federal Supply Service with Core Engineered Solutions, Inc. for the fuel tank replacement project, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A – Engagement Letter/Proposals



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Core Engineered Solutions, Inc.

Bid/Contract Ref # Contract Number: GS07F-011GA

Agency Name: GENERAL SERVICES ADMINISTRATION (GSA) Federal Supply Service

Contract Type: Piggyback for Integrated Fuel System Solutions Services

Contract Value Over \$30K

Resolution # 2021- City Council Approval Date: _____

Contract Term End Date 09-30-2026

Renewable Y/N Yes If yes # and length of renewals: Evergreen

City's Project Manager(s) Fred Greiner

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the GSA GS07F-011GA Agreement for Integrated Fuel System Solutions services as needed, City Wide.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

Interim City Manager _____ Date: _____

Vendor Name and Email Frank Evans fevans@core-es.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

Core Engineered Solutions, Inc.
Frank Evans
620 Herndon Parkway, Suite 120
Herndon, VA 20170

RE: Engagement Letter Authorizing Piggyback

Contract for Integrated Fuel System Solutions

Contract Name

GSA Contract GS07F-011GA

Contract Reference

Dear Frank:

In Process

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: _____

Core Engineered Solutions, Inc.

By: Deborah Ulbrick _____

(Authorized Signatory)

614854F815434ED...

Print Name: Deborah Ulbrick _____

Title: Vice President _____

Date: Dec 2, 2021 | 8:10 AM CST _____



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: Deborah Ulbrick
(Authorized Corporate Officer)
614854F815434ED
Print Name: Deborah Ulbrick

Title: Vice President

Date: Dec 2, 2021 | 8:10 AM CST

In Process

In Process

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The INTERNET address for GSA Advantage! is: www.GSAAdvantage.gov.

SOLICITATION NUMBER 47QSMD20R0001

Attachment 01: Code B; Facilities (SIN 332311)

Attachment 06: Code C: Industrial (SIN 33914)

Attachment 08: Code G: Miscellaneous (SIN 238910)

Contract Number: GS07F-011GA

For more information on ordering from Federal Supply Schedules go to the internet address: <http://www.gsa.gov/schedules>. Find link to GSA Schedules. Then find link to Customers Ordering from Schedules. Next, find links to Ordering Procedures for Services Requiring a Statement of Work and Ordering Procedures for Services not Requiring a Statement of work.

Contract Period:
October 1, 2016 to September 30, 2021

Core Engineered Solutions, Inc.

Address: 620 Herndon Parkway, Suite 120, Herndon, VA 20170

Phone Number: 703-563-0320

Fax Number: 703-563-0330

Web site: www.core-es.com

Contact for contract administration: Frank Evans

Email: fevans@core-es.com

Business size: Small Business

GS07F-011GA



Integrated Fuel System Solutions GSA Contract GS07F-011GA

Concept to Completion – Single Source Procurement

Government Facilities contract with Core because we are able to handle fuel system requirements from concept to completion under our product and service SINs that include tanks and system components, design, engineering, installation, training, SPCC plans, and testing requirements. Core has provided hundreds of fuel systems to DOD and civilian agencies worldwide for over 20 years.

SIN	Description
332311	Aboveground Storage Tanks
333914	Fuel Management, Dispensing and Monitoring Systems
238910	Installation and Site Preparation

AboveGround Storage Tanks

Core fuel systems feature the ConVault Aboveground Storage Tank, designed to surpass UL2085 standards and provide ultimate security for civilian and DOD government facilities. ConVault is the only fuel storage tank to carry the **UL752 Security Listing** for ballistics protection. It also passed the ratings requirements for armor piercing munitions specified by the National Institute of Justice (NIJ) Level 4; State Dept. (SD-STD-.02.01) Revision G; and ASTM F-1233.

An independent **blast effects analysis** indicated that the ConVault tank withstood different bomb threat scenarios based on guidelines found in FEMA's *Reference Manual to Mitigate Potential Terrorists Attacks Against Buildings*. [More](#)

ConVault offers models that conform with the DoD **Uniform Facility Criteria (UFC)** specification guidelines for ALL fuel storage applications, including those located close to buildings or with integral fuel dispensers.

SafeSite Emergency Power Systems / Advanced Filtration Technologies

Core designs, furnishes, and installs emergency power systems for critical government facilities such as data centers, DOD facilities, and hospitals. These complete systems include day tanks, custom programmed controls, pumps, tank monitoring, and more. SafeSite Advanced Filtration Systems remove emulsified water from biodiesel and ULSD to the SAE J1488 standard extending the useful life of storage tanks and sustaining the quality of stored emergency fuel.

Federal Government Projects



Joint Naval Base in Romania

Core supplied 120,000 gallons of storage capacity at the Missile Defense Agency Joint Naval Base in Romania.



USCG Aviation Fueling System

Core provided a design-build Aviation refueling system for the USCG in San Diego for Jayhawk helicopters. [More](#)



USMC Camp Fuji Japan Vehicle Dispensing System

This Core project included three separate refueling stations with a total capacity of 24,000 gallons. [More](#)

For design and budget assistance, contact us at 800-628-5502 or info@core-es.com.

CUSTOMER INFORMATION

- 1a. Table of awarded Special Item Numbers (SINs):

<u>SIN #</u>	<u>SIN Title</u>
332311	Aboveground Storage Tanks/Systems
333914	Fuel Management Systems/Units, Fuel Dispensing Units, Fuel Monitoring Systems
238910	Ancillary Services related to Above Ground Storage Tanks/Systems, Fuel Dispensing Units and Fuel Management Systems
238910	Installation and Site Preparation for Above Ground Storage Tanks/Systems, Fuel Dispensing Units, and Fuel Management Systems
56 500	Order-Level Materials (OLM)

- 1b. Identification of the lowest priced service for each special item number awarded in the contract.

<u>SIN #</u>	<u>Model</u>	<u>Price</u>
332311	CVTA-OM	\$16.00 EA
333914	PKGHR-.75-HOSE	\$ 9.00 FT

- 1c. Hourly Rates: **See Attachment A (All Contractor Proposals are Fixed Price Quotes for SIN 238910)**

2. Maximum order for each SIN:

<u>SIN#</u>	<u>MAXIMUM ORDER*</u>
332311	\$300,000
333914	\$250,000
238910	\$250,000

***Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.**

3. Minimum order: **\$0.00**

4. Geographic coverage (delivery area): **Domestic delivery - CONUS (Continental United States): The 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC and U.S. Territories**
5. Point(s) of production:
Stone Mountain, DeKalb County GA 30083
Littleton, Douglas County CO 80125
Telford, Montgomery County PA 18969
Manheim, Lancaster County PA 17545
Milton, Northumberland County PA 17847
6. Discount from list prices or statement of net price: **Net Prices, including Discount and the IFF fee are on this Price List.**
7. Quantity discounts: **Products: additional 1% for orders \$200,000 or more**
Services: additional 1% for orders \$150,000 or more
8. Prompt payment terms: **2% if Payment is made in 20 days, NET 30**
- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: **Yes**
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. **Yes**
10. Foreign items: **Not Applicable**
- 11a. Time of delivery:
- | SIN | Normal Delivery ARO |
|--------|-----------------------|
| 332311 | 60-90 Days ARO |
| 333914 | 60-90 Days ARO |
| 238910 | TBD at the task order |
- 11b. Expedited delivery: **3 days if in stock**
- 11c. Overnight and 2-day delivery: **Contact Contractor for availability.**
- 11d. Urgent requirements: **Contact Contractor for Urgent Requirements.**
12. F.O.B. point(s): **Origin Prepay and Add (Billed On Invoice) -- Seller prepays the delivery charges and adds them to the invoice.**
- 13a. Ordering address: **620 Herndon Parkway, Suite 120, Herndon, VA 20170**
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on blanket purchase agreements (BPA's), and a sample BPA can be found at the GSA/FSS schedule homepage (www.fss.gsa.gov/schedules).
14. Payment address: **620 Herndon Parkway, Suite 120, Herndon, VA 20170**

15. Warranty provision: **Standard Commercial Warranty. Please contact Contractor for a copy of the warranty.**
16. Export packing charges: **Not Applicable**
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). **All Government purchase cards accepted. Amounts exceeding the micro-purchase level are not offered a prompt pay discount.**
18. Terms and conditions of rental maintenance, and repair: **Not Applicable**
19. Terms and conditions of installation: **Contact Contractor – Specified per Project**
20. Terms and conditions of repair parts: **Not Applicable**
- 20a. Terms and conditions for any other services: **Contact Contractor – Specified per Project**
21. List of service and distribution points: **Not Applicable**
22. List of participating dealers: **Not Applicable**
23. Preventative maintenance: **Not Applicable**
- 24a. Special attributes such as environmental attributes: **Not Applicable**
- 24b. Section 508 Compliance for EIT: **Not Applicable**
25. Data Universal Number System (DUNS) number: **623398922**
26. Notification regarding registration in the System for Award Management (SAM) database. **Registration Active**

ATTACHMENT A			
Core Engineered Solutions, Inc.			
Installation & Ancillary Services		SIN 238910	
Net Prices, including Discount and the IFF are on this Price List			
SIN	Item	Description	Per Hour GSA Net Price
238910	AS-LBR-ADMIN	Administrative Assistant	\$ 58.96
238910	AS-LBR-CAD	CAD / Draftsperson	\$ 83.52
238910	AS-LBR-ENG	Engineer - Staff	\$ 103.17
238910	AS-LBR-ENGPE	Engineer - Registered	\$ 196.52
238910	AS-LBR-ENGPRINCIPAL	Engineer - Principal	\$ 167.04
238910	AS-LBR-ENGSR	Engineer - Senior	\$ 132.65
238910	AS-LBR-PROJECT MGR	Project Manager	\$ 132.65
238910	AS-LBR-TECHII	Technician II	\$ 98.26
238910	EFI-LBR-ELECTRICIAN	Electrical Technician	\$ 98.26
238910	EFI-LBR-EQUIP/OP	Equipment Operator	\$ 73.70
238910	EFI-LBR-FOREMAN	Foreman	\$ 93.35
238910	EFI-LBR-LABORER	Laborer	\$ 68.78
238910	EFI-LBR-MASON	Concrete Finisher	\$ 83.52
238910	EFI-LBR-PLUMBER	Pipe Fitter	\$ 98.26
238910	EFI-LBR-RIGGER	Rigger	\$ 98.26
238910	EFI-LBR-SITESUPVR	Site Supervisor	\$ 98.26
238910	EFI-LBR-WELDER	Welder	\$ 98.26
238910	EFI-EQUIPMENT	Equipment Cost	RS Means
238910	EFI-MATERIALS	Material Cost	RS Means
All Proposals are Fixed Price Quotations			

Core Engineered Solutions, Inc.

ATTACHMENT B



Net Prices, including Discount and the IFF are on this Price List

ConVault & Accessory Equipment

SINs 332311 / 333914

SIN #	Part Number	Description	GSA Price
332311	CVT-00125	ConVault 125 Gallon UL 2085/UL752 Tank System	\$ 6,464.74
332311	CVT-00250	ConVault 250 Gallon UL 2085/UL752 Tank System	\$ 6,910.58
332311	CVT-00500	ConVault 500 Gallon UL 2085/UL752 Tank System	\$ 8,412.18
332311	CVT-01000	ConVault 1,000 Gallon UL 2085/UL752 Tank System	\$ 9,994.93
332311	CVT-01500	ConVault 1,500 Gallon UL 2085/UL752 Tank System	\$ 16,422.22
332311	CVT-02000	ConVault 2,000 Gallon UL 2085/UL752 Tank System	\$ 14,655.78
332311	CVT-02500	ConVault 2,500 Gallon UL 2085/UL752 Tank System	\$ 22,182.52
332311	CVT-03000	ConVault 3,000 Gallon UL 2085/UL752 Tank System	\$ 21,555.67
332311	CVT-04000	ConVault 4,000 Gallon UL 2085/UL752 Tank System	\$ 25,574.50
332311	CVT-05200	ConVault 5,200 Gallon UL 2085/UL752 Tank System	\$ 30,154.21
332311	CVT-06000	ConVault 6,000 Gallon UL 2085/UL752 Tank System	\$ 30,333.44
332311	CVT-08000	ConVault 8,000 Gallon UL 2085/UL752 Tank System	\$ 36,982.76
332311	CVT-10000	ConVault 10,000 Gallon UL 2085/UL752 Tank System	\$ 45,444.88
332311	CVT-12000	ConVault 12,000 Gallon UL 2085/UL752 Tank System	\$ 52,220.82
332311	CVTA-BPL	Neoprene Bearing Pad Kit for 8000+ Gallon Tank	\$ 483.29
332311	CVTA-BPS	Neoprene Bearing Pad Kit for 2000-6000 Gallon Tank	\$ 245.21
332311	CVTA-DECALS-SIGNS	(1) Set of Standard ConVault Signs. Specify Gas, Diesel or Waste Oil	\$ 371.83
332311	CVTA-EQR1	Set of 4 Galvanized Seismic Restraints for 250-2000 Gallon Tanks	\$ 1,481.99
332311	CVTA-EQR2	Set of 4 Galvanized Seismic Restraints for 3000-6000 Gallon Tanks	\$ 2,082.09
332311	CVTA-EQR3	Set of 4 Galvanized Seismic Restraints for 8000+ Gallon Tanks	\$ 3,030.85
332311	CVTA-LDRI-02000	Internal Ladder (Non-OSHA) for 2000 Gal Tank	\$ 481.51
332311	CVTA-LDRI-02500	Internal Ladder (Non-OSHA) for 2500 Gal Tank	\$ 665.20
332311	CVTA-LDRI-03000	Internal Ladder (Non-OSHA) for 3000 Gal Convault Tank	\$ 665.20
332311	CVTA-LDRI-04000	Internal Ladder (Non-OSHA) for 4000 Gal ConVault Tank	\$ 683.03
332311	CVTA-LDRI-06000-12000	Internal Ladder (Non-OSHA) for 6000-12000 Gal Convault Tank - Plant: PA	\$ 905.06
332311	CVTA-LDRS-01000-GV-L	Galvanized Ships Ladder Fill Access (Non-OSHA) for 1,000 Gallon Tank - Plant: AZ	\$ 1,317.02
332311	CVTA-LDRS-01000-GV-M	Galvanized Ships Ladder Fill Access (Non-OSHA) for 1,000 Gallon Tank - Plant: PA	\$ 1,341.10
332311	CVTA-LDRS-02000-GV-L	Galvanized Ships Ladder Fill Access (Non-OSHA) for 2,000 Gallon Tank - Plant: AZ	\$ 1,324.16
332311	CVTA-LDRS-02000-GV-M	Galvanized Ships Ladder Fill Access (Non-OSHA) for 2,000 Gallon Tank - Plant: PA	\$ 1,632.68
332311	CVTA-LDRS-03000-GV-L	Galvanized Ships Ladder Fill Access (Non-OSHA) for 3,000 Gallon Tank - Plant: AZ	\$ 1,632.68
332311	CVTA-LDRS-03000-GV-M	Galvanized Ships Ladder Fill Access (Non-OSHA) for 3,000 Gallon Tank - Plant: PA	\$ 1,632.68
332311	CVTA-LDRS-04000-GV-L	Galvanized Ships Ladder Fill Access (Non-OSHA) for 4,000 Gallon Tank - Plant: AZ	\$ 1,632.68
332311	CVTA-LDRS-04000-GV-M	Galvanized Ships Ladder Fill Access (Non-OSHA) for 4,000 Gallon Tank - Plant: PA	\$ 1,632.68
332311	CVTA-LDRS-06000-GV-L	Galvanized Ships Ladder Fill Access (Non-OSHA) for 6,000 Gallon Tank - Plant: AZ	\$ 1,922.48
332311	CVTA-LDRS-06000-GV-M	Galvanized Ships Ladder Fill Access (Non-OSHA) for 6,000 Gallon Tank - Plant: PA	\$ 1,922.48
332311	CVTA-MANWAY-24	24 in Manway Opening	\$ 1,680.83
332311	CVTA-MANWAY-30	30 in Manway Opening	\$ 1,955.47
332311	CVTA-MANWAY-36	36 in Manway Opening	\$ 2,853.40
332311	CVTA-OCS-07	7 Gallon Overfill Containment	\$ 661.63
332311	CVTA-OCS-07-SS	7 Gallon Overfill Containment - Stainless Steel	\$ 995.12
332311	CVTA-OCS-15	15 Gallon Overfill Containment	\$ 1,132.44
332311	CVTA-OM	Additional ConVault Owner's Manuals (each)	\$ 14.27
333914	CVTA-PKGACC4	Basic Vent Package - 4 in - installed	\$ 812.33
333914	CVTA-PKGACC4G	Basic Gas Vent Package - 4 in - installed	\$ 984.42
332311	CVTA-PKGACC4V	Basic Stage I Vent Package - 4 in - installed	\$ 1,442.75
332311	CVTA-PKGACC6	Basic Vent Package - 6 in - installed	\$ 869.40
332311	CVTA-PKGACC6G	Basic Gas Vent Package - 6 in - installed	\$ 1,068.24
332311	CVTA-PKGACC6V	Basic Stage I Vent Package - 6 in - installed	\$ 1,545.30
332311	CVTA-PKGACC8	Basic Vent Package - 8 in - installed	\$ 1,003.15
332311	CVTA-PKGACC8G	Basic Gas Vent Package - 8 in - installed	\$ 1,075.38
332311	CVTA-PKGACC8V	Basic Stage I Vent Package - 8 in - installed	\$ 1,618.41
332311	CVTA-PKGACC-VA1	Vent Alarm for PKGACC6	\$ 72.23
332311	CVTA-PKGACCWO	Waste Oil Vent Package	\$ 803.41
332311	CVTA-SH-A1000	Aluminum Stairs for 250-1,000 Gallon Tank	\$ 1,920.70
332311	CVTA-SH-A2000	Aluminum Stairs for 2,000 Gallon Tank	\$ 2,469.98
332311	CVTA-SH-A3000	Aluminum Stairs for 3,000 Gallon Tank	\$ 3,293.00

SIN #	Part Number	Description	GSA Price
332311	CVTA-SH-A4000	Aluminum Stairs for 4,000 Gallon Tank	\$ 3,155.68
332311	CVTA-SH-A6000	Aluminum Stairs for 5,200+ Gallon Tank	\$ 3,841.39
332311	CVTA-SH-G1000-L	Galvanized Stairs with Railing Fill Access for 250-1,000 Gallon Tank - Plant: AZ Model AP-236	\$ 1,937.64
332311	CVTA-SH-G1000-M	Galvanized Stairs with Railing Fill Access for 250-1,000 Gallon Tank - Plant: PA	\$ 2,378.13
332311	CVTA-SH-G2000-L	Galvanized Stairs with Railing Fill Access for 2,000 Gallon Tank - Plant: AZ Model AP-336	\$ 2,181.96
332311	CVTA-SH-G2000-M	Galvanized Stairs with Railing Fill Access for 2,000 Gallon Tank - Plant: PA	\$ 2,627.80
332311	CVTA-SH-G3000-L	Galvanized Stairs with Railing Fill Access for 3,000 Gallon Tank - Plant: AZ Model AP-536	\$ 2,735.70
332311	CVTA-SH-G3000-M	Galvanized Stairs with Railing Fill Access for 3,000 Gallon Tank - Plant: PA	\$ 3,148.55
332311	CVTA-SH-G4000-L	Galvanized Stairs with Railing Fill Access for 4,000+ Gallon Tank - Plant: AZ	\$ 2,311.26
332311	CVTA-SH-G4000-M	Galvanized Stairs with Railing Fill Access for 4,000 Gallon Tank - Plant: PA	\$ 3,033.52
332311	CVTA-SH-G6000-M	Galvanized Stairs with Railing Fill Access for 5200+ Gallon Tank - Plant: PA	\$ 3,623.82
332311	CVTA-TL-00250-01000-PA	Tank Lining - 250 Gal to 1000 Gal, 2 part epoxy mastic - PA only	\$ 6,241.82
332311	CVTA-TL-02000-PA	Tank Lining - 2000 Gal, 2 part epoxy mastic - PA only	\$ 7,120.13
332311	CVTA-TL-03000-05200-PA	Tank Lining - 3000 Gal to 5200 Gal, 2 part epoxy mastic - PA only	\$ 9,122.86
332311	CVTA-TL-06000-08000-PA	Tank Lining - 6000 Gal to 8000 Gal, 2 part epoxy mastic - PA only	\$ 11,385.96
332311	CVTA-TL-10000-12000-PA	Tank Lining - 10000 Gal to 12000 Gal, 2 part epoxy mastic - PA only	\$ 12,346.31
332311	CVTA-WORR	Used Oil Receptacle - 7.5 Gallon Round with Screen and No Internal Valve	\$ 449.41
332311	CVTD-00500-250-250-D	ConVault 500 Gallon UL2085/UL752 Dual Tank System	\$ 9,705.13
332311	CVTD-01000-500-500-D	ConVault 1,000 Gallon UL2085/UL752 Dual Tank System	\$ 13,338.76
332311	CVTD-01000-750-250-D	ConVault 1,000 Gallon UL2085/UL752 Dual Tank System	\$ 13,338.76
332311	CVTD-01500-1000-500-D	ConVault 1,500 Gallon UL2085/UL752 Dual Tank System - Plant: PA	\$ 20,293.93
332311	CVTD-02000-1000-1000-D	ConVault 2,000 Gallon UL2085/UL752 Dual Tank System	\$ 19,104.42
332311	CVTD-02000-1500-500-D	ConVault 2,000 Gallon UL2085/UL752 Dual Tank System	\$ 19,104.42
332311	CVTD-03000-1500-1500-D	ConVault 3,000 Gallon UL2085/UL752 Dual Tank System	\$ 24,068.44
332311	CVTD-03000-2000-1000-D	ConVault 3,000 Gallon UL2085/UL752 Dual Tank System	\$ 24,068.44
332311	CVTD-03000-2500-500-D	ConVault 3,000 Gallon UL2085/UL752 Dual Tank System	\$ 24,068.44
332311	CVTD-04000-2000-2000-D	ConVault 4,000 Gallon UL2085/UL752 Dual Tank System	\$ 30,370.00
332311	CVTD-04000-3000-1000-D	ConVault 4,000 Gallon UL2085/UL752 Dual Tank System	\$ 30,370.00
332311	CVTD-06000-3000-3000-D	ConVault 6,000 Gallon UL2085/UL752 Dual Tank System	\$ 38,409.46
332311	CVTD-06000-4000-2000-D	ConVault 6,000 Gallon UL2085/UL752 Dual Tank System	\$ 38,409.46
332311	CVTD-06000-5000-1000-D	ConVault 6,000 Gallon UL2085/UL752 Dual Tank System	\$ 38,409.46
332311	CVTD-08000-4000-4000-D	ConVault 8,000 Gallon UL2085/UL752 Dual Tank System	\$ 48,872.53
332311	CVTD-08000-5000-3000-D	ConVault 8,000 Gallon UL2085/UL752 Dual Tank System	\$ 48,872.53
332311	CVTD-08000-6000-2000-D	ConVault 8,000 Gallon UL2085/UL752 Dual Tank System	\$ 48,872.53
332311	CVTD-10000-5000-5000-D	ConVault 10,000 Gallon UL2085/UL752 Dual Tank System	\$ 54,816.52
332311	CVTD-12000-6000-6000-D	ConVault 12,000 Gallon UL2085/UL752 Dual Tank System	\$ 63,956.32
332311	CVTD-12000-7000-5000-D	ConVault 12,000 Gallon UL2085/UL752 Dual Tank System	\$ 63,956.32
332311	CVTD-12000-8000-4000-D	ConVault 12,000 Gallon UL2085/UL752 Dual Tank System	\$ 63,956.32
332311	CVTDW-00250	ConVault 250 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 7,418.84
332311	CVTDW-00500	ConVault 500 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 9,022.10
332311	CVTDW-01000	ConVault 1,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 11,973.59
332311	CVTDW-01500	ConVault 1,500 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 16,520.30
332311	CVTDW-02000	ConVault 2,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 17,180.15
332311	CVTDW-03000	ConVault 3,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 24,253.91
332311	CVTDW-04000	ConVault 4,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 28,712.35
332311	CVTDW-05200	ConVault 5,200 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 32,598.33
332311	CVTDW-06000	ConVault 6,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 35,227.03
332311	CVTDW-08000	ConVault 8,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 41,686.41
332311	CVTDW-09978	ConVault 9,978 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 51,049.14
332311	CVTDW-10000	ConVault 10,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 51,049.14
332311	CVTDW-12000	ConVault 12,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only	\$ 58,583.90
332311	CVTDWA-FT-SS-00250-01000	Upgrade to Stainless Steel Fittings for 250 Gal to 1000 Gal ConVault DW Steel Tanks	\$ 1,682.62
332311	CVTDWA-FT-SS-01500-10000	Upgrade to Stainless Steel Fittings for 1500 to 10000 Gal ConVault DW Steel Tanks	\$ 2,855.18
332311	CVTDWA-FT-SS-12000	Upgrade to Stainless Steel Fittings for 12000 Gal ConVault DW Steel Tanks	\$ 2,913.14
332311	CVTDWA-IOCH-00250-01000	Internal Overflow Chamber for 250-1000 Gallon ConVault DW Steel Tank	\$ 3,311.73
332311	CVTDWA-IOCH-01500-02000	Internal Overflow Chamber for 1500-2000 Gallon ConVault DW Steel Tank	\$ 3,693.37
332311	CVTDWA-IOCH-03000-04000	Internal Overflow Chamber for 3000-4000 Gallon ConVault DW Steel Tank	\$ 4,246.22
332311	CVTDWA-IOCH-05200-12000	Internal Overflow Chamber for 5200-12000 Gallon ConVault DW Steel Tank	\$ 4,602.89
332311	CVTDWA-LDRI-00250-01500	Internal Ladder (Non-OSHA) for 250-1500 Gal ConVault DW Steel Tank	\$ 1,055.76
332311	CVTDWA-LDRI-02000	Internal Ladder (Non-OSHA) for 2000 Gal ConVault DW Steel Tank	\$ 1,162.76
332311	CVTDWA-LDRI-03000-04000	Internal Ladder (Non-OSHA) for 3000-4000 Gal ConVault DW Steel Tank	\$ 1,376.77
332311	CVTDWA-LDRI-05200-12000	Internal Ladder (Non-OSHA) for 5200-12000 Gal ConVault DW Steel Tank	\$ 1,483.77
332311	CVTDWA-MANWAY-24	24 inch Manway Opening - Powder Coated for ConVault DW Steel Tank System	\$ 786.47
332311	CVTDWA-MANWAY-30	30 inch Manway Opening - Powder Coated for ConVault DW Steel Tank System	\$ 1,955.47
332311	CVTDWA-OCS-07-SS	7 Gallon Overfill Containment - SS304 for ConVault DW Steel Tank Systems	\$ 971.94
332311	CVTDWA-TL-00250	Tank Lining - 250 Gal - Internal Chemliner 4000 for ConVault Double Wall Tank	\$ 2,037.51

SIN #	Part Number	Description	GSA Price
332311	CVTDWA-TL-00500	Tank Lining - 500 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 2,568.06
332311	CVTDWA-TL-01000	Tank Lining - 1000 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 3,311.73
332311	CVTDWA-TL-01500	Tank Lining - 1500 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 3,249.31
332311	CVTDWA-TL-02000	Tank Lining - 2000 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 4,502.13
332311	CVTDWA-TL-03000	Tank Lining - 3000 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 5,126.31
332311	CVTDWA-TL-04000	Tank Lining - 4000 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 6,503.97
332311	CVTDWA-TL-05200	Tank Lining - 5200 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 7,204.84
332311	CVTDWA-TL-06000	Tank Lining - 6000 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 7,989.52
332311	CVTDWA-TL-08000	Tank Lining - 8000 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 9,944.10
332311	CVTDWA-TL-10000	Tank Lining - 10000 Gal - Internal Chemliner 10,000 for Convault Double Wall Tank	\$ 11,149.67
332311	CVTDWA-TL-12000	Tank Lining - 12000 Gal - Internal Chemliner 4000 for Convault Double Wall Tank	\$ 12,751.14
332311	CVTDW-S-00250-D	ConVault Split 250 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 4,206.09
332311	CVTDW-S-00250-E	ConVault Split 250 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 3,683.56
332311	CVTDW-S-00500-D	ConVault Split 500 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 4,411.18
332311	CVTDW-S-00500-E	ConVault Split 500 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 3,771.84
332311	CVTDW-S-01000-D	ConVault Split 1,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 4,887.34
332311	CVTDW-S-01000-E	ConVault Split 1,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 4,100.87
332311	CVTDW-S-01500-D	ConVault Split 1,500 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 4,502.13
332311	CVTDW-S-01500-E	ConVault Split 1,500 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 4,483.41
332311	CVTDW-S-02000-D	ConVault Split 2,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 5,095.11
332311	CVTDW-S-02000-E	ConVault Split 2,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 4,643.91
332311	CVTDW-S-03000-D	ConVault Split 3,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 6,238.25
332311	CVTDW-S-03000-E	ConVault Split 3,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 5,282.36
332311	CVTDW-S-04000-D	ConVault Split 4,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 7,288.66
332311	CVTDW-S-04000-E	ConVault Split 4,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 5,153.06
332311	CVTDW-S-05200-D	ConVault Split 5,200 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 7,788.89
332311	CVTDW-S-05200-E	ConVault Split 5,200 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 5,695.21
332311	CVTDW-S-06000-D	ConVault Split 6,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 8,475.49
332311	CVTDW-S-06000-E	ConVault Split 6,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 5,695.21
332311	CVTDW-S-08000-D	ConVault Split 8,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 10,226.77
332311	CVTDW-S-08000-E	ConVault Split 8,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 5,695.21
332311	CVTDW-S-10000-D	ConVault Split 10,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 11,818.43
332311	CVTDW-S-10000-E	ConVault Split 10,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 5,854.82
332311	CVTDW-S-12000-D	ConVault Split 12,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 13,265.64
332311	CVTDW-S-12000-E	ConVault Split 12,000 Gallon UL2085/UL752 Double Wall Steel Tank System - PA only - PA only	\$ 5,879.79
333914	DSC-100	Dispensing System Controller - Nema 4X Enclosure, Panel Mounted Emergency Stop Control	\$ 3,766.49
333914	DSC-ADD2P	DSC-100 Upgrade -Add 1 2-Pole Breaker for Aux. Equipment	\$ 87.39
333914	DSC-CUSTOM	DSC-100 Upgrade - Custom Configuration (Power Requirements, etc)	\$ 1,840.44
333914	DSC-ESTOP	DSC-100 Upgrade - Stainless Steel Remote Emergency Stop	\$ 230.95
333914	DSC-LTC	DSC-100 Upgrade - Lighting Circuit (for Remote Light / Photo Cell) 150 W Maximum.	\$ 207.76
333914	DSC-STRT	DSC-100 Upgrade - Motor Starter for Multiple Pumps - Maximum 3 Per Panel	\$ 398.58
332311	EP-200TG	OPW 200TG AST Mechanical Level Gauge.	\$ 502.91
332311	EP-49-02	2in AST Overfill Prevention with Dust Cap & Drop Tube	\$ 1,193.97
332311	EP-CABLE-EC2	Omntec Belden Cable EC-2 500 ft. Spool of 2 Conductor 22 AWG Shielded	\$ 267.51
332311	EP-EVENT4D	4i n Emergency vent - (Diesel) for CVTDW Tanks	\$ 82.04
332311	EP-EVENT4G	4i n Emergency vent - (Gas) for CVTDW Tanks	\$ 142.67
332311	EP-EVENT6D	6 in Emergency Vent - (Diesel) for CVTDW Tanks	\$ 142.67
332311	EP-EVENT6G	6 in Emergency vent - (Gas) for CVTDW Tanks	\$ 196.17
332311	EP-EVENT8D	8 in Emergency vent - (Diesel) for CVTDW Tanks	\$ 259.48
332311	EP-EVENT8G	8 in Emergency vent - (Gas) for CVTDW Tanks	\$ 304.07
332311	EP-F1	2 in Fill Limiter/Shutoff Valve (125-1,000) for Remote Fill Application (NPT Top)	\$ 825.70
332311	EP-F1-RF	2 in Fill Limiter/Shutoff Valve (125-1,000) for Remote Fill Application (NPT Top)	\$ 1,006.72
332311	EP-F2	2 in Fill Limiter/Shutoff Valve (2,000+)	\$ 1,020.98
332311	EP-F2-EVR	2 in AST Overfill Prevention Valve - EVR Approved	\$ 1,166.33
332311	EP-F2-RF	2 in Fill Limiter/Shutoff Valve (2,000+) for Remote Fill Application (NPT Top) Do Not Use With Gas	\$ 1,201.10
332311	EP-F3	3 in Hi Flow Fill Limiter/Shutoff Valve (4,000+) REQUIRES 4in FILL PIPE OPENING.	\$ 1,540.84
332311	EP-F30	2 in Positive Shutoff Valve (125-6,000)	\$ 1,189.51
332311	EP-F30-E85	Upgrade to F30/F35 Valve Compatible with E85/B100 Fuel - Valve Upgrade, 4' Drop Tube, and 2in	\$ 806.98
332311	EP-F30-RF	2 in Positive Shutoff Valve (125-6,000) for Remote Fill Application (NPT Top)	\$ 1,189.51
332311	EP-F3-RF	3 in Hi Flow Fill Limiter/Shutoff Valve (4,000+) REQUIRES 4in FILL PIPE OPENING for Remote Fill A	\$ 1,540.84
332311	EP-F4-RF	4 in Super Flow Fill Limiter/Shutoff Valve REQUIRES 6in FILL PIPE OPENING for Remote Fill Applic	\$ 2,306.80
332311	EP-FAV	Flame Arrestor/Venting Assembly	\$ 669.66
332311	EP-FRVLV-1	1 in External Emergency/Fire Valve with Fusible Link for Fuel Oil Applications Only!	\$ 365.59
333914	EP-H1-O	Single Unit High Level System	\$ 1,086.97
333914	EP-H1-P	Single Unit High Level System	\$ 1,086.97
333914	EP-H2-E85-O	Double Unit High Level System Compatible with E85 & B100	\$ 2,005.41

SIN #	Part Number	Description	GSA Price
333914	EP-H2-E85-P	Double Unit High Level System Compatible with E85 & B100	\$ 2,005.41
333914	EP-H2-O	Double Unit High Level System	\$ 1,655.86
333914	EP-H2-P	Double Unit High Level System	\$ 1,655.86
333914	EP-HHDR-L	Hurricane Hold Down Restraint System for Large Tanks 8000 Gallon & Up. Includes: 4-1/2in Galva	\$ 1,572.05
333914	EP-HHDR-S	Hurricane Hold Down Restraint System for Small Tanks 6000 & Below. Includes: 2-1/2in Galvaniz	\$ 859.59
333914	EP-HL1-E85-O	Single Unit High and Low Level System Compatible with E85 & B100	\$ 1,996.49
333914	EP-HL1-E85-P	Single Unit High and Low Level System Compatible with E85 & B100	\$ 1,996.49
333914	EP-HL1-O	Single Unit High and Low Level System	\$ 1,285.81
333914	EP-HL1-P	Single Unit High and Low Level System	\$ 1,285.81
333914	EP-HL2-E85-O	Double Unit High and Low Level System Compatible with E85 & B100 / LU1-LF/C-LF-1-SS	\$ 3,729.93
333914	EP-HL2-E85-P	Double Unit High and Low Level System Compatible with E85 & B100	\$ 3,729.93
333914	EP-HL2-O	Double Unit High and Low Level System	\$ 2,418.26
333914	EP-HL2-P	Double Unit High and Low Level System	\$ 2,418.26
333914	EP-HLD1-E85-O	Single Unit High Level and Leak Detection System Compatible with E85 & B100	\$ 1,934.96
333914	EP-HLD1-E85-P	Single Unit High Level and Leak Detection System Compatible with E85 & B100	\$ 1,934.96
333914	EP-HLD1-O	Single Unit High Level and Leak Detection System	\$ 1,450.78
333914	EP-HLD1-P	Single Unit High Level and Leak Detection System	\$ 1,450.78
333914	EP-HLD2-E85-O	Double Unit High Level and Leak Detection System Compatible with E85 & B100	\$ 3,606.88
333914	EP-HLD2-E85-P	Double Unit High Level and Leak Detection System Compatible with E85 & B100	\$ 3,606.88
333914	EP-HLD2-O	Double Unit High Level and Leak Detection System	\$ 2,565.39
333914	EP-HLD2-P	Double Unit High Level and Leak Detection System	\$ 2,565.39
333914	EP-HLLD1-E85-O	Single Unit High/Low Level and Leak Detection System Compatible with E85 & B100	\$ 2,819.52
333914	EP-HLLD1-E85-P	Single Unit High/Low Level and Leak Detection System Compatible with E85 & B100	\$ 2,819.52
333914	EP-HLLD1-O	Single Unit High/Low Level and Leak Detection System	\$ 1,862.74
333914	EP-HLLD1-P	Single Unit High/Low Level and Leak Detection System	\$ 1,862.74
333914	EP-HLLD2-O	Two-Tank High/Low/Leak Detection System	\$ 3,003.21
333914	EP-HLLD2-P	Two-Tank High/Low/Leak Detection System	\$ 3,003.21
333914	EP-LC1001	Remote Alarm Panel for Use with Pneumercator Systems	\$ 631.32
333914	EP-LD1-O	Single Unit Leak Detection - MFGR: Omntec	\$ 881.88
333914	EP-LD1-P	Single Unit Leak Detection - MFGR: Pneumercator	\$ 881.88
333914	EP-LD2-O	Double Unit Leak Detection - MFGR: Omntec	\$ 1,244.80
333914	EP-LD2-P	Double Unit Leak Detection - MFGR: Pneumercator	\$ 1,244.80
333914	EP-LF3-O	3 Pt. Standalone Tank Level Alarm (High-High/High/Low) Adjustable Per UFC	\$ 3,505.23
333914	EP-LS	BX-LS Non-Discriminating Leak Sensor for OEL8000II (EP-OEL1/EP-OEL2 Pkgs)	\$ 232.73
333914	EP-NBS-.33HP	Nitrogen Blanketing System for Tank Corrosion Protection for up to 1/3 HP Pumps	\$ 34,838.25
333914	EP-NBS-.75HP	Nitrogen Blanketing System for Tank Corrosion Protection for up to 3/4 HP Pumps	\$ 39,606.11
333914	EP-NBS-1.5HP	Nitrogen Blanketing System for Tank Corrosion Protection for up to 1.5 HP Pumps	\$ 41,600.81
333914	EP-NBS-CES-FR5	Core Model #5BT, (2) Hour Fire-Rated Enclosure Building for Nitrogen Blanket System	\$ 7,132.61
333914	EP-NBS-CES-FR6	Core Model #6BT, (2) Hour Fire-Rated Enclosure Building for Nitrogen Blanket System	\$ 8,967.71
333914	EP-OEL-IB-12V	Upgrade to Include IB-12V 12 Volt Output for OEL8000II System. Upgrade to Non Kit Required.	\$ 220.25
333914	EP-OEL-IBC420	4-20 mA Relay Board for OEL8000II System Only.	\$ 640.23
333914	EP-OEL-IB-NET	Upgrade to IB-NET (Ethernet-TCP/IP) Interface for OEL8000II System Only.	\$ 731.18
333914	EP-OEL-IB-RB2	Additional IB-RB2 Relay Board for OEL1, OEL2 or OEL3 Package. Upgrade to Non-Kit OEL II Requ	\$ 214.01
333914	EP-OEL-MDR	Fax Modem Upgrade for OEL8000II. (Only 1 Per Kit May be Added)	\$ 427.12
333914	EP-OEL-MODBUS	Upgrade to Include MOD-BUS output. Upgrade to Non Kit Required.	\$ 731.18
333914	EP-OEL-NEMA4	Upgrade to Nema 4X Enclosure for OEL 8000II Only. Includes heater & thermostat.	\$ 1,339.32
333914	EP-OEL-NONKIT	Upgrade to Non-Kit OEL 8000II. Required for additional relay boards.	\$ 1,066.46
333914	EP-OEL-SFT	PC Software for OEL Packages	\$ 608.13
333914	EP-OELUP-E85	Upgrade to E85 Compatible OEL Kit. Price Includes Stainless Steel Float Kit and Swage Lock. One	\$ 389.67
333914	EP-PDS	Discriminating Sump / Leak Sensor for OEL8000II (EP-OEL1/EP-OEL2 Pkgs)	\$ 305.85
333914	EP-PROTEUS-1	Proteus Tank Gauging System for One Tank. Includes X Controller with Printer, 1-Magnetostrictiv	\$ 7,643.55
333914	EP-PROTEUS-2	Proteus Tank Gauging System for Two Tanks. Includes X Controller with Printer, 2-Magnetostricti	\$ 9,588.32
333914	EP-PROTEUS-3	Proteus Tank Gauging System for 3 Tanks. Includes X Controller with Printer, 3-Magnetostrictive	\$ 11,533.98
333914	EP-PROTEUS-4	Proteus Tank Gauging System for 4 Tanks. Includes X Controller with Printer, 4-Magnetostrictive	\$ 13,504.61
333914	EP-RA1	Remote Alarm for High-Level for Omntec Systems	\$ 177.45
333914	EP-RA200	Remote Audible/Visual Annunciator Includes Remote Test/Silence Pushbutton Assembly. FOR US	\$ 610.81
333914	EP-RAS-1-NYS	Remote Visual and High-Intensity High-Decibel Alarm for High-Level, NEMA4X - Omntec	\$ 365.59
333914	EP-RD7CTS	Proteus Mini Me Remote Visual Display & Alarm Panel NEMA4X. Compatible with Most ATGs	\$ 1,049.52
332311	EP-RF2	Remote Fill Box Package (2in Connection) Includes: 20 Gallon Remote Fill Box with Tank Mount B	\$ 3,391.98
332311	EP-RF2-SP	Remote Fill Box Package (2in Connection) - Special - Includes: 20 Gallon Remote Fill Box on Legs, 2	\$ 1,967.06
332311	EP-RF3	Remote Fill Box Package (3in Connection) - Includes: 20 Gallon Remote Fill Box on Legs, 3in Ball V	\$ 5,007.72
332311	EP-RF3-SP	Remote Fill Box Package (3in Connection) - Special - Includes: 20 Gallon Remote Fill Box on Legs,	\$ 2,626.91
332311	EP-RF3-VAPOR	Remote Fill Adder for Stage I Vapor Recovery. Includes Vapor Recovery Cap & Adapter and Vapor	\$ 740.99
332311	EP-RF3-VAPOR	Remote Fill - Adder for Stage I Vapor Recovery	\$ 740.99
332311	EP-RF-HP	FR 152 Handpump for Remote Fill Package. REQUIRES 2in OPENING IN REMOTE FILL BOX.	\$ 222.03
332311	EP-SPK30-U	30 Gallon Spill Kit for Small Tanks. Includes UV cover.	\$ 313.87

SIN #	Part Number	Description	GSA Price
332311	EP-SPK65-U	65 Gallon Spill Kit for Larger Tanks. Includes UV cover.	\$ 647.37
332311	EP-SPK95-U	95 Gallon Spill Kit for Larger Tanks. Includes UV Cover.	\$ 714.24
332311	EP-TG-KSG-LEAK-K-2	Krueger Leak Gauge	\$ 90.06
332311	EP-TG-KSG-LEVEL-H-2	Krueger Level Gauge	\$ 90.06
332311	EP-TG-M818	Clock Gauge - Morrison 818	\$ 485.08
332311	EP-TG-M918	Clock Gauge Alarm - Morrison 918	\$ 1,072.70
332311	EP-TG-PDR1	Pneumercator DR1 Gauge	\$ 3,046.01
333914	EP-TLS-420mA	Upgrade to include One Tank TLS RS-232 to 4-20 MilliAmp Box, Digital to Analog Converter (TLS-3	\$ 1,280.46
333914	EP-TLS450-1	TLS450 Tank Gauging System for One Tank includes Console, Software (PC), Integral Printer, Mag	\$ 13,608.05
333914	EP-TLS450-2	TLS450 Tank Gauging System for Two Tank includes Console, Software (PC), Integral Printer, Mag	\$ 17,378.11
333914	EP-TMS2000-1	TMS 2000-1 One Tank Gauging Kit	\$ 5,864.63
333914	EP-TMS2000-2	TMS 2000-2 Two Tank Gauging Kit	\$ 8,308.75
333914	EP-TMS3000-1	TMS 3000-1 One Tank Gauging Kit	\$ 6,256.08
333914	EP-TMS3000-2	TMS 3000-2 Two Tank Gauging Kit	\$ 8,699.31
333914	EP-TS550-1	TS550evo Single Tank Monitoring System	\$ 9,450.11
333914	EP-TS550-2	TS550evo Two Tank Monitoring System	\$ 11,909.38
333914	FM-2500SYS	Fuelmaster Two-Hose Fuel Management System Includes: One Card or Key Reader with Surge Pro	\$ 13,014.19
333914	FM-2550SYS	Fuelmaster Two-Hose Fuel Management System Includes: One Card/Key Reader, Credit Card Rea	\$ 18,856.53
333914	FM-ADKEY	Key for FM2550 System	\$ 8.03
333914	FM-FLEETIX1	Fleet iX Fuel Management System for 1 Hose for Select Electronic Dispensers Only. Price Includes	\$ 8,022.52
333914	FM-FLEETIX2	Fleet iX Fuel Management System for up to 2 Hoses for Select Electronic Dispensers Only. Price I	\$ 11,578.57
333914	FM-FLEET-iXID2-UP	Upgrade to Include Additional up to 2 Hose In Dispenser Terminal for Fleet iX System Only.	\$ 3,180.65
333914	FM-HKC	Hose Controller to Add Extra Product Hoses to FM-2500 Package	\$ 214.01
333914	FM-ISLPLUS2	Islander Plus HID Fuel Management System for up to 2 Mechanical Hoses. Price includes 50 Mifa	\$ 13,782.82
333914	FM-TKFMPL-K	Gasboy Topkat Plus Fuel Management Additional Mifare Tag / Key (sold in lots of 10 only)	\$ 9.81
333914	FM-TMI	Tank Monitor interface Option for FM-2500 Package. Tank Gauge Must Have Output Card As Rec	\$ 724.94
333914	FM-TP2550	Printer (Serial) On-Site Transaction Printer for FM2550 Packages	\$ 763.28
333914	FM-U2551SAT	Satellite Key/Card Reader with Surge Protection (No Modem) for FM2550	\$ 7,845.96
333914	FM-UPISLPLHID	Upgrade to Islander Plus HID Fuel Management System to include HID POD reader for HID device	\$ 2,786.53
333914	PKG1.5SUB-E85-FEP	1.5 HP AG Submersible Pump (E85/Methanol/B100 Compatible)	\$ 2,496.73
333914	PKG1.5SUB-FEP	1.5 HP Submersible Pump with Control Box	\$ 2,139.16
333914	PKG1.5SUB-RJ	1.5 HP Submersible Pump with Control Box	\$ 2,127.57
333914	PKG1/3D	Tank Mounted 1/3 HP Diesel Pump Package with Remote Mechanical Dispenser	\$ 6,562.82
333914	PKG1/3G	Tank Mounted 1/3 HP Gas Pump Package with Remote Mechanical Dispenser	\$ 6,429.07
333914	PKG1/3SUB-FEP	1/3 HP Submersible Pump with Control Box	\$ 1,663.00
333914	PKG1/3SUB-RJ	1/3 HP Submersible Pump with Control Box	\$ 1,701.34
333914	PKG2SUB-FEP	2 HP Submersible Pump with Control Box	\$ 2,576.98
333914	PKG3/4SUB-E85-FEP	3/4 HP AG Submersible Pump (E85/Methanol/B100 Compatible) with Control Box. NOTE: This price	\$ 2,074.07
333914	PKG3/4SUB-E85-RJ	3/4 HP AG Submersible Pump (E85/Methanol/B100 Compatible) with Control Box. NOTE: This price	\$ 2,129.35
333914	PKG3/4SUB-FEP	3/4 HP Submersible Pump with Control Box	\$ 1,716.50
332311	PKG3/4SUB-RJ	3/4 HP Submersible Pump with Control Box	\$ 1,710.26
332311	PKGAST3/4D-GB	AST Pump Package - Diesel Weights & Measures	\$ 8,013.60
332311	PKGAST3/4D-W	AST Pump Package - Diesel Weights & Measures	\$ 10,280.27
333914	PKGAST3/4E-W	AST Pump/Dispensing Package E85 Compatible - Weights & Measures	\$ 12,124.28
333914	PKGAST3/4G-GB	AST Pump Package - Gas - Weights & Measures	\$ 7,879.85
333914	PKGAST3/4G-W	AST Pump Package - Gas - Weights & Measures	\$ 10,205.37
333914	PKGAST3/4V2-GB	AST Pump Package - Gasoline Stage 2 Weights & Measures	\$ 8,951.66
333914	PKGAST3/4V2-W	AST Pump Packages - Gasoline Stage 2 Weights & Measures	\$ 10,996.30
333914	PKGHR-.75-HOSE	3/4 in Hose - Per Foot. Freight not included.	\$ 8.03
333914	PKGHR-1.0-HOSE	1 in Hose - Per Foot. Freight not included.	\$ 12.48
333914	PKGHR-25	Spring Rewind Hose Reel - Up to 25 ft 1in Hose includes 25 ft Marina Hose, Hose Stop & Flex Conn	\$ 1,420.46
333914	PKGHR-50	Spring Rewind Hose Reel - Up to 50' 1in Hose includes 50' Marina Hose, Hose Stop & Flex Connec	\$ 1,685.29
333914	PKGHR-50C	Spring Rewind Hose Reel - Up to 50' 1in Hose includes 50' Marina Hose, Hose Stop & Flex Connec	\$ 5,170.01
333914	PKGHRAST	AST Tank Mounted Hose Retractor includes Hose Clamp	\$ 445.84
333914	PKGHSEDISP	Upgrade to High Speed Electronic Dispenser - Single. Wayne-GE Energy	\$ 3,180.65
333914	PKGSM902D	Side Mounted Consumer Pump Package - Diesel	\$ 7,562.41
333914	PKGSM902G	Side Mounted Consumer Pump Package - Gas	\$ 7,326.11
332311	PKGSM902-GSMB	Galvanized Side Mount Bracket	\$ 1,639.81
333914	PKGSMDISPD	Side Mounted Commercial Dispensing Package (Electronic) - Diesel - Pressure	\$ 12,779.67
333914	PKGSMDISPE	Side Mounted Commercial Dispensing Package (Electronic) - E85/Methanol/B100 Compatible	\$ 14,056.57
333914	PKGSMDISPG	Side Mounted Commercial Dispensing Package (Electronic) - Gasoline - Pressure	\$ 12,713.69
333914	PKGSMDISP-SUMP	Upgrade to PKGSMDISP to include Bracket with Built-In Dispenser Sump (Above-ground)	\$ 1,406.19
333914	PKGTM15D-FR	Tank Mounted Consumer Pump Package - Diesel.	\$ 2,073.17
333914	PKGTM15D-FR-HP	Tank Mounted Piston Hand Pump (No Meter) Package - Diesel.	\$ 1,505.17
333914	PKGTM15D-GPI	Tank Mounted Consumer Pump Package - Diesel.	\$ 1,621.98
333914	PKGTM15G-FR	Tank Mounted Consumer Pump Package - Gasoline	\$ 2,065.15

SIN #	Part Number	Description	GSA Price
333914	PKGTM15G-FR-HP	Tank Mounted Piston Hand Pump (No Meter) Package - Gasoline	\$ 1,497.14
333914	PKGTM15G-GPI	Tank Mounted Consumer Pump Package - Gasoline	\$ 1,613.96
333914	PKGTP05	Pump for Water Removal from Tanks	\$ 288.02
332311	PS-1-ASV	1 in Anti-Syphon Valve (0-5 PSI)	\$ 261.26
332311	PS-1-BV	1 in Carbon Steel Ball Valve	\$ 92.74
332311	PS-1-DPFV	1 in Double Poppet Foot Valve	\$ 197.95
332311	PS-1-SV	1 in Explosion Proof N/C Solenoid Valve - 110/120 VAC ONLY.	\$ 705.33
332311	PS-1-SV-SS	1 in Explosion Proof N/C Solenoid Valve - 110/120 VAC ONLY - Type 304 Stainless Steel Construct	\$ 1,227.85

Core Engineered Solutions, Inc.

ATTACHMENT B



Net Prices, including Discount and the IFF are on this Price List

Emergency Power Products

SINs 332311 / 333914

SIN #	Part Number	Description	GSA Price
333914	CMFTS-CMDT	CMFTS Control Module - Each Day/ Belly Tank	\$ 757.93
333914	CMFTS-CMFP	CMFTS Control Module - Fuel Polishing System	\$ 505.59
333914	CMFTS-CMMT	CMFTS Control Module - Each Main Tank	\$ 757.93
333914	CMFTS-CMRP	CMFTS Control Module - Each Return Pump (Pump Not Included, Controls Only)	\$ 1,011.17
333914	CMFTS-CMSP	CMFTS Control Module - Each Supply Pump (Pump Not Included, Controls Only)	\$ 1,011.17
333914	CMFTS-CTRL	Interface	\$ 33,290.28
333914	CMFTS-CV-.75in-HL	CMFTS Control Valve Assembly 3/4 inch-High Level	\$ 3,415.17
333914	CMFTS-CV-HL	CMFTS Control Valve Assembly (CV)	\$ 3,566.75
333914	CMFTS-DT-LVL-PKG	CMFTS Add Level Gauging and Leak Sensor for Each Day Tank	\$ 2,184.64
333914	CMFTS-MT-LVL-MAG	CMFTS Main Tank Leak Sensor and Mag Level Transmitter	\$ 2,906.01
333914	CMFTS-MT-LVL-PKG	CMFTS Main Tank Leak Sensor and Level Transmitter	\$ 1,942.10
333914	CMFTS-RA1	CMFTS Add Remote High Level Alarm NEMA 4x Each Main Tank (MTLVLLK Upgrade Required)	\$ 915.76
333914	DP100-1K	Supply of Filtration Media. Start-up Not Included.	\$ 17,593.90
333914	DP200-4k	Supply of Filtration Media. Start-up Not Included.	\$ 27,826.02
333914	DP200-5K	Supply of Filtration Media. Start-up Not Included.	\$ 29,802.00
333914	DP300-10K	Supply of Filtration Media. Start-up Not Included.	\$ 69,828.98
333914	DP300-7K	Supply of Filtration Media. Start-up Not Included.	\$ 52,859.26
333914	DP400-12K	Supply of Filtration Media. Start-up Not Included.	\$ 82,460.63
333914	DPFM	number of gallons in tank)	\$ 10.70
333914	DPS-10V-UL	DPS Duplex Pumpset up to 10 GPM with vertically mounted pumps; Price includes containment p	\$ 19,664.40
333914	DPS-28GPM-475	DPS Duplex Pumpset up to 28 GPM; Price includes containment pan (powder coated)	\$ 23,147.33
333914	DPS-30GPM	DPS Duplex Pumpset up to 30 GPM; Price includes containment pan (powder coated)	\$ 26,188.88
333914	DSC-100	Dispensing System Controller - Nema 4X Enclosure, Panel Mounted Emergency Stop Control	\$ 3,766.49
333914	DSC-ADD2P	DSC-100 Upgrade -Add 1 2-Pole Breaker for Aux. Equipment	\$ 87.39
333914	DSC-CUSTOM	DSC-100 Upgrade - Custom Configuration (Power Requirements, etc)	\$ 1,840.44
333914	DSC-ESTOP	DSC-100 Upgrade - Stainless Steel Remote Emergency Stop	\$ 230.95
333914	DSC-LTC	DSC-100 Upgrade - Lighting Circuit (for Remote Light / Photo Cell) 150 W Maximum.	\$ 207.76
333914	DSC-STRT	DSC-100 Upgrade - Motor Starter for Multiple Pumps - Maximum 3 Per Panel	\$ 398.58
332311	DT-1000	UL 142 Double Wall Rectangular 1000 gallon Fuel Storage Day Tank. Price Includes External	\$ 4,765.18
332311	DT-1000-RUP	Includes External Polyurethane Coating (White), Kindorf for Controls Mounting, and	\$ 5,241.34
332311	DT-120	UL 142 Double Wall Rectangular 120 gallon Fuel Storage Day Tank. Price Includes External	\$ 2,322.85
332311	DT-120-RUP	UL 142 Double Wall Rectangular 120 gallon Fuel Storage Day Tank with Rupture Basin. Price	\$ 2,554.69
332311	DT-150	UL 142 Double Wall Rectangular 150 gallon Fuel Storage Day Tank. Price Includes External	\$ 2,398.64
332311	DT-150-RUP	UL 142 Double Wall Rectangular 150 gallon Fuel Storage Day Tank with Rupture Basin. Price	\$ 2,638.50
332311	DT-180	UL 142 Double Wall Rectangular 180 gallon Fuel Storage Day Tank. Price Includes External	\$ 2,475.33
332311	DT-180-RUP	Includes External Polyurethane Coating (White), Kindorf for Controls Mounting, and	\$ 2,722.32
332311	DT-280	UL 142 Double Wall Rectangular 280 gallon Fuel Storage Day Tank. Price Includes External	\$ 2,772.26
332311	DT-280-RUP	Includes External Polyurethane Coating (White), Kindorf for Controls Mounting, and	\$ 3,049.57
332311	DT-300	UL 142 Double Wall Rectangular 300 gallon Fuel Storage Day Tank. Price Includes External	\$ 2,889.96
332311	DT-300-RUP	Includes External Polyurethane Coating (White), Kindorf for Controls Mounting, and	\$ 3,178.87
332311	DT-350	UL 142 Double Wall Rectangular 350 gallon Fuel Storage Day Tank. Price Includes External	\$ 3,006.77
332311	DT-350-RUP	Includes External Polyurethane Coating (White), Kindorf for Controls Mounting, and	\$ 3,308.16
332311	DT-500	UL 142 Double Wall Rectangular 500 gallon Fuel Storage Day Tank. Price Includes External	\$ 3,408.92
332311	DT-500-RUP	Includes External Polyurethane Coating (White), Kindorf for Controls Mounting, and	\$ 3,749.55
332311	DT-60	UL 142 Double Wall Rectangular 60 gallon Fuel Storage Day Tank. Price Includes External	\$ 1,467.72
332311	DT-60-RUP	UL 142 60 gallon Fuel Storage Day Tank with Rupture Basin. Price Includes External	\$ 1,613.96
332311	DT-75	UL 142 Double Wall Rectangular 75 gallon Fuel Storage Day Tank. Price Includes External	\$ 1,897.51
332311	DT-750	UL 142 Double Wall Rectangular 750 gallon Fuel Storage Day Tank. Price Includes External	\$ 3,688.91

SIN #	Part Number	Description	GSA Price
332311	DT-750-RUP	Includes External Polyurethane Coating (White), Kindorf for Controls Mounting, and	\$ 4,057.18
332311	DT-75-RUP	UL 142 Double Wall Rectangular 75 gallon Fuel Storage Day Tank with Rupture Basin. Price	\$ 2,087.44
333914	DTASC-3P	Day Tank Auto Stick Level Monitor for up to 3 Pumps	\$ 3,522.17
332311	DTLM-5PT-3P	Day Tank Level Monitor for up to 5 Monitoring Points and 3 Pumps	\$ 3,160.14
332311	DTLM-LEAK	DTLM Day Tank Leak Sensor	\$ 205.09
332311	DTLM-LVL-PKG-5PT	DTLM Day Tank Level Package	\$ 1,440.08
332311	DT-RP-PD14	Day Tank Return Pump Assembly - up to 14 GPM Positive Displacement - Remote Tank Mount	\$ 4,815.12
332311	DT-RP-TM-14	Day Tank Return Pump - up to 14 GPM Positive Displacement -Includes Tank Mount Bracket	\$ 3,877.95
332311	DT-TRIM-PKG W/CNTRLS	Day Tank Trim Package with Controls	\$ 2,445.01
333914	FOC-B	FOC Boiler Feed Controls Includes 3/4" Strainer, Ball Valve , Pressure Gauge	\$ 708.00
333914	FOC-CUSTOM	Custom Modifications to the Safesite Fuel Oil Controller Specifications-Price for Programming On	\$ 1,836.88
333914	FOC-CV-HL	FOC Control Valve Assembly (CV)	\$ 3,145.88
333914	FOC-CWK	FOC Cold Weather Kit for Control Panel. Includes Window & Enclosure Heater	\$ 657.17
333914	FOC-DT-LVL-MAG	FOC Day Tank Leak Sensor and Mag Level Transmitter	\$ 2,906.01
333914	FOC-DT-LVL-PKG	FOC Day Tank Package: Includes Level Transmitter, Overfill Sensor and Leak Sensor	\$ 2,376.35
333914	FOC-FOS-0P	Safesite™ FOC Fuel Oil Control & Power Distribution System	\$ 6,701.04
333914	FOC-FOS-1P	Safesite™ FOC Fuel Oil Control & Power Distribution System. Controls up to 1 Transfer Pump	\$ 7,041.66
333914	FOC-FOS-2P	Safesite™ FOC Fuel Oil Control & Power Distribution System. Controls up to 2 Transfer Pumps	\$ 7,224.46
333914	FOC-FOS-3P	Safesite™ FOC Fuel Oil Control & Power Distribution System. Controls up to 3 Transfer Pumps	\$ 7,652.47
333914	FOC-FOS-4P	Safesite™ FOC Fuel Oil Control & Power Distribution System. Controls up to 4 Transfer Pumps	\$ 8,265.95
333914	FOC-MT-LVL-MAG	FOC Main Tank Leak Sensor and Mag Level Transmitter	\$ 2,906.01
333914	FOC-MT-LVL-PKG	FOC Main Tank Leak Sensor and Level Transmitter	\$ 1,942.10
333914	FOC-RA1	NEMA 4X Remote Alarm for FOC System.	\$ 915.76
333914	FOC-REC-INSTALL-MT	Factory Installation of Recirculation System on Main Tank	\$ 2,155.21
333914	FOC-RLD1	NEMA 4X Remote Level Display for FOC System	\$ 1,571.15
333914	FOC-SFILL-3IN	FOC Smart Fill System for Main Tank (Diesel Only). Price Includes: High Capacity Fuel Pump, 3"	\$ 18,371.45
333914	FOC-SFILL-3IN-ADD-TANK	FOC Smart Fill System Main Tank Assembly. Price Includes 3" Motorized Ball Valve	\$ 4,247.11
333914	FPS-14	(FPS-14) Standalone 14gpm 3-Stage Fuel Polishing System in a 56x42x14	\$ 20,317.11
333914	MT-P1	One Supply Pump Package: Includes 1/3 HP Submersible Pump and 1-Isolation/Ball Valve.	\$ 2,243.49
333914	MT-P2	Duplex Supply Pump Package: Includes 2-1/3 HP Submersible Pump and 2-Isolation/Ball Valves.	\$ 3,652.35

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1.CONTRACT ID CODE

PAGE OF PAGES

1 | 2

AMENDMENT/MODIFICATION NUMBER

PO-0013

3. EFFECTIVE DATE

Oct 01, 2021

4. REQUISITION/PURCHASE

REQUISITION NUMBER

5. PROJECT NUMBER (If applicable)

MAS

6. ISSUED BY

CODE

General Services Administration
 FAS, Greater Southwest Acquisition Center (7FC)
 819 Taylor Street, Rm 6A06
 Fort Worth, TX 76102

7. ADMINISTERED BY (If other than Item 6)

CODE

GSA/FAS/QV0CE
 77 FORSYTH ST SW
 ATLANTA, GA 30303

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

CORE ENGINEERED SOLUTIONS, INC.
 620 HERNDON PKWY STE 120

HERNDON, VA 201705400

(X)

9A AMENDMENT OF SOLICITATION NUMBER

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NUMBER
 GS-07F-011GA

10B. DATED (SEE ITEM 13)
 Oct 01, 2016

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 13 Notes...

D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor: is not is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

a. The option is hereby exercised to extend the term of the contract, pursuant to Clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen). The period of performance is from 10/1/2021 to 9/30/2026.

b. The pricing during this option period (unless modified IAW other contract terms) will be based on the following approved price list(s):

Core Engineered Solution, Inc. Commercial Price List, Verbatim Extracts Effective

Except as provided herein, all terms and conditions of the document referenced in Item 9A to which this amendment is made are unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

GSA Initiated Mod

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Barbara J. Smith

15B. CONTRACTOR/OFFEROR

Signature Not Required

(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

By **Signed electronically** See above

(Signature of Contracting Officer)

16C. DATE SIGNED

Aug 02, 2021

Continuation of Description...

05/04/2021, awarded with Mod PS-0016, dated 6/16/2021.

There are no other price lists in effect.

c. The price discount relationship remain as follows:

For Products: Core Engineered Solution, Inc. Most Favored Customers (MFC) and the Basis of Award (BOA) for this contract remain " Dealer/Resellers and All Customers". The price/discount relationship between the Government and the MFC/BOA will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government's basic discount will always be at least 11.5% and will never be more than 5.5% less than the 17% basic discount granted to the MFC/BOA.

For Services: Core Engineered Solution, Inc. Most Favored Customers (MFC) and the Basis of Award (BOA) for this contract are "All Customers". The price/ discount relationship between the Government and the MFC will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government's basic discount will never be less than 1% and will always be at least 1% greater than the 0% basic discount granted to the MFC/BOA.

d. The Economic Price Adjustment (EPA) Clause 552.216-70 applies to all items on this contract.

e. The current terms and conditions in effect for this option period are as follows:

Basic Discount:

Product: 11.5%	MFC:17%
Services: 1%	MFC: 0%

Quantity Discount:

Product: additional 1% orders over \$200,000
Services: additional 1% orders over \$150,000

Prompt Payment Discount: 2%-20/Net30 MFC: 3%-10/Net 30

FOB Terms: Origin MFC: SAME

Delivery Terms: 60-90 days MFC: SAME

Geographic Scope: 48 States, DC

Warranty: The manufacturer s Standard Commercial Warranty applies

Restocking Fees:

10% Standard items
25% Non-Standard/Custom items

Foreign Items: None

Minimum Order: \$0

f. This modification incorporates the re representation of size status (FAR 52.212-3(c)) into this contract.

g. The Industrial Funding Fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship stated above. The current IFF is .75% and should be calculated as follows:

Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: (\$100,000 / 0.9925) = \$100,755.67

This modification is issued at no cost to either party.

Continuation of Description...

All other terms and conditions remain in effect as originally accepted or subsequently changed by modification.

In Process

Block 13 Notes

Block 13.C:

Clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen).

In Process



engineered solutions

Fuel Storage & Transfer Systems

safety. compliance. reliability.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Core Engineered Solutions, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095 Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Core Engineered Solutions, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

D. Ulbrick
In Process

Print Name: Deborah Ulbrick

Title: Vice President

Date: December 1, 2021

STATE OF VIRGINIA

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of December, 2021 by Deborah Ulbrick of Core Engineered, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced Driver's license as identification.

Notary Seal

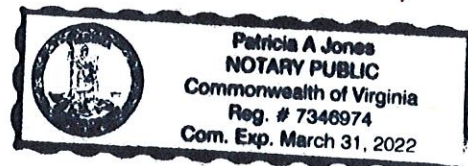
Patricia A. Jones

Notary Public

Patricia A. Jones

Name typed, printed or stamped

My Commission Expires: March 31, 2022



Visit our [Temporary Policies Related to COVID-19](#) page for E-Verify and Form I-9 changes due to COVID-19.

 An official website of the United States government [Here's how you know](#)

[Enroll](#) • [Login](#) | [Español](#)



[Home](#) / [About E-Verify](#) / [E-Verify Data](#) / [How To Find Participating Employers](#)

[+ Share This Page](#)

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter. However, employer status may be updated as needed.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- [Review Employer Data Parameters](#)

Search

Business Name

Core Engineered Solutions

Primary Industry Type

Select Industry Type(s)

Hiring Site Locations (by state)

Select State(s)

Account Status

- Any -

Items per page

10

In Process

SEARCH

RESET

<u>Employer</u> ▲	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	<u>Hiring Site Locations (by state)</u>
Core Engineered Solutions, Inc.		Open	03/10/2017		10 to 19	1	VA

Showing 1 to 1 of 1 entries.  [CSV](#)

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?



QUOTATION

Quote To:

City of Palm Coast
 Fred Greiner
 2 Utility Dr.
 Palm Coast, FL 32137

P: (386)986-2347
 F:
 fgreiner@palmcoastgov.com

Ship To:

City of Palm Coast
 4 Corporate Drive
 Palm Coast, FL 32137

Quote #	CORQ35004-02
Date	02/06/22
Acct Mngr.	Deborah F. Ulbrick

GSA Contract # GS07F-011GA
 Small Business
 Fed ID # 54-1553225
 Duns # 623398922
 Code Code - 0P5S8

SIN#	Item	Qty	Description	Unit Price	Ext. Price
			4 Corporate Drive		
332311	GCVT-08000	1	ConVault 8,000 Gallon UL 2085/UL752 Tank System	\$39,497.32	\$39,497.32
332311	GCVTA-BPL	1	Neoprene Bearing Pad Kit for 8000+ Gallon Tank	\$504.70	\$504.70
333914	GCVTA-HHDR-L	1	Hurricane Hold Down Restraint System for Large Tanks 8000 Gallon & Up. Includes: 4-1/2in Galvanized Cables, Cable Clamps, Hose to Cover Cable, Thimbles (to thread cable through hose cover), 8-Eyebolt for cain-place slabs. 12in SLAB REQUIRED FOR 8,000 -12,000 GALLON TANKS FOR RESTRAINT SYSTEM	\$1,655.86	\$1,655.86
332311	GCVTA-PKGACC8G	1	Basic Gas Vent Package - 8 in - installed	\$1,276.90	\$1,276.90
332311	GEP-F3-RF	1	3 in Hi Flow Fill Limiter/Shutoff Valve (4,000+) REQUIRES 4in FILL PIPE OPENING for Remote Fill Application (NPT Top)	\$1,894.84	\$1,894.84
332311	GEP-RF3-SP	1	Remote Fill Box Package (3in Connection) - Special - Includes: 20 Gallon Remote Fill Box on Legs, 3in Ball Valve, 3in Check Valve, and 3in Camlock Connection with Dust Cap. Does Not Include Piping or Installation	\$2,810.60	\$2,810.60
332311	GEP-SPK65-U	1	65 Gallon Spill Kit for Larger Tanks. Includes UV cover.	\$647.37	\$647.37
332311	GEP-TG-M918	1	Clock Gauge Alarm - Morrison 918	\$1,172.57	\$1,172.57
333914	GEP-PROTEUS-1	1	Proteus Tank Gauging System for One Tank. Includes X Controller with Printer, 1-Magnetostrictive Level Probe, Product Distinguishing Leak Sensor for Interstitial, 1-Tank Remote Alarm, 8 Channel Relay Output Board. START-UP NOT INCLUDED.	\$8,838.41	\$8,838.41
332311	GCVTA-SH-G6000-M	1	Galvanized Stairs with Railing Fill Access for 5200+ Gallon Tank - Plant: PA	\$3,623.82	\$3,623.82
333914	GPKGTM15D-GPI	1	Tank Mounted Consumer Pump Package - Diesel.	\$1,919.80	\$1,919.80
	OM Upgrade	1	Upgrade To Fill Rite FR311	\$936.96	\$936.96
	EFI-INSTALLATION	1	Installation Services Per The Attached Scope Of Work Dated January 19, 2022	\$295,447.97	\$295,447.97
	EFI-INSTALLATION	1	Bond	\$4,198.09	\$4,198.09

Design assistance, installation and ancillary services are offered under this contract.

SIN#	Item	Qty	Description	Unit Price	Ext. Price
	Notes				
	OM - Open Market Item		FREIGHT IS AN ESTIMATE ONLY; DUE TO RISING FUEL PRICES, FREIGHT WILL BE CONFIRMED AT TIME OF ORDER	SubTotal	\$364,425.21
				Sales Tax	\$0.00
				Shipping & Handling	\$6,500.00
				Total	\$370,925.21

Electronic submittals only.

Freight: FOB Origin (prepaid and charged back).

Offloading Not Included

Terms: 2% at 20 days; Net 30, credit cards accepted.

Volume Discount: 1.0% for Product orders > \$200,000; 1% for Service Orders > \$150,000

This quotation and related drawings and schematics, specifications, scope of work or other information is CONFIDENTIAL and PROPRIETARY and shall not be disclosed or reproduced, in whole or in part, including in Solicitations, without prior approval.

Design assistance, installation and ancillary services are offered under this contract.



QUOTATION

Quote To:

City of Palm Coast
 Fred Greiner
 2 Utility Dr.
 Palm Coast, FL 32137

P: (386)986-2347
 F:
 fgreiner@palmcoastgov.com

Ship To:

City of Palm Coast
 50 Citation Blvd
 Palm Coast, FL 32164

Quote #	CORQ35012-02
Date	02/06/22
Acct Mngr.	Deborah F. Ulbrick

GSA Contract # GS07F-011GA
 Small Business
 Fed ID # 54-1553225
 Duns # 623398922
 Code - 0P5S8

SIN#	Item	Qty	Description	Unit Price	Ext. Price
			50 Citation Blvd		
332311	GCVT-12000	1	ConVault 12,000 Gallon UL 2085/UL752 Tank System	\$54,615.89	\$54,615.89
332311	GCVTA-BPL	1	Neoprene Bearing Pad Kit for 8000+ Gallon Tank	\$504.70	\$504.70
333914	GCVTA-HHDR-L	1	Hurricane Hold Down Restraint System for Large Tanks 8000 Gallon & Up. Includes: 4-1/2in Galvanized Cables, Cable Clamps, Hose to Cover Cable, Thimbles (to thread cable through hose cover), 8-Eyebolt for cain-place slabs. 12in SLAB REQUIRED FOR 8,000 -12,000 GALLON TANKS FOR RESTRAINT SYSTEM	\$1,655.86	\$1,655.86
332311	GCVTA-PKGACC8G	1	Basic Gas Vent Package - 8 in - installed	\$1,276.90	\$1,276.90
332311	GEP-F3-RF	1	3 in Hi Flow Fill Limiter/Shutoff Valve (4,000+) REQUIRES 4in FILL PIPE OPENING for Remote Fill Application (NPT Top)	\$1,894.84	\$1,894.84
332311	GEP-RF3-SP	1	Remote Fill Box Package (3in Connection) - Special - Includes: 20 Gallon Remote Fill Box on Legs, 3in Ball Valve, 3in Check Valve, and 3in Camlock Connection with Dust Cap. Does Not Include Piping or Installation	\$2,810.60	\$2,810.60
332311	GEP-SPK65-U	1	65 Gallon Spill Kit for Larger Tanks. Includes UV cover.	\$647.37	\$647.37
332311	GEP-TG-M918	1	Clock Gauge Alarm - Morrison 918	\$1,172.57	\$1,172.57
333914	GPKGTM15D-GPI	1	Tank Mounted Consumer Pump Package - Diesel.	\$1,919.80	\$1,919.80
	OM Upgrade	1	Upgrade To Fill Rite FR311	\$936.96	\$936.96
333914	GEP-PROTEUS-1	1	Proteus Tank Gauging System for One Tank. Includes X Controller with Printer, 1-Magnetostrictive Level Probe, Product Distinguishing Leak Sensor for Interstitial, 1-Tank Remote Alarm, 8 Channel Relay Output Board. START-UP NOT INCLUDED.	\$8,838.41	\$8,838.41
332311	GCVTA-SH-G6000-M	1	Galvanized Stairs with Railing Fill Access for 5200+ Gallon Tank - Plant: PA	\$3,623.82	\$3,623.82
	EFI-INSTALLATION	1	Installation Services Per The Attached Scope Of Work Dated November 23, 2021	\$324,722.51	\$324,722.51
	EFI-INSTALLATION	1	Bond	\$4,558.45	\$4,558.45

Design assistance, installation and ancillary services are offered under this contract.

SIN#	Item	Qty	Description	Unit Price	Ext. Price
	Notes				
	OM - Open Market Item		FREIGHT IS AN ESTIMATE ONLY; DUE TO RISING FUEL PRICES, FREIGHT WILL BE CONFIRMED AT TIME OF ORDER	SubTotal	\$409,178.68
				Sales Tax	\$0.00
				Shipping & Handling	\$14,800.00
				Total	\$423,978.68

Electronic submittals only.

Freight: FOB Origin (prepaid and charged back).

Offloading Not Included

Terms: 2% at 20 days; Net 30, credit cards accepted.

Volume Discount: 1.0% for Product orders > \$200,000; 1% for Service Orders > \$150,000

This quotation and related drawings and schematics, specifications, scope of work or other information is CONFIDENTIAL and PROPRIETARY and shall not be disclosed or reproduced, in whole or in part, including in Solicitations, without prior approval.

Design assistance, installation and ancillary services are offered under this contract.



safety. compliance. reliability.

www.core-es.com

Core Engineered Solutions, Inc.
620 Herndon Parkway, Suite 120
Herndon, VA 20170
Phone: 703.563.0320
Fax: 703.563.0330



QUOTATION

Quote To:

City of Palm Coast
Fred Greiner
2 Utility Dr.
Palm Coast, FL 32137

P: (386)986-2347

F:

fgreiner@palmcoastgov.com

Ship To:

City of Palm Coast
26 Utility Dr.
Palm Coast, FL 32137

Quote #	CORQ35011-04
Date	02/08/22
Acct Mngr.	Deborah F. Ulbrick

GSA Contract # GS07F-011GA
Small Business
Fed ID # 54-1553225
Duns # 623398922
Case Code - 0P5S8

SIN#	Item	Qty	Description	Unit Price	Ext. Price
			26 Utility Drive		
332311	GCVT-08000	1	ConVault 8,000 Gallon UL 2085/UL752 Tank System	\$39,497.32	\$39,497.32
332311	GCVTA-BPL	1	Neoprene Bearing Pad Kit for 8000+ Gallon Tank	\$504.70	\$504.70
333914	GCVTA-HHDR-L	1	Hurricane Hold Down Restraint System for Large Tanks 8000 Gallon & Up. Includes: 4-1/2in Galvanized Cables, Cable Clamps, Hose to Cover Cable, Thimbles (to thread cable through hose cover), 8-Eyebolt for cain-place slabs. 12in SLAB REQUIRED FOR 8,000 -12,000 GALLON TANKS FOR RESTRAINT SYSTEM	\$1,655.86	\$1,655.86
332311	GCVTA-PKGACC8G	1	Basic Gas Vent Package - 8 in - installed	\$1,276.90	\$1,276.90
332311	GEP-F3-RF	1	3 in Hi Flow Fill Limiter/Shutoff Valve (4,000+) REQUIRES 4in FILL PIPE OPENING for Remote Fill Application (NPT Top)	\$1,894.84	\$1,894.84
332311	GEP-RF3-SP	1	Remote Fill Box Package (3in Connection) - Special - Includes: 20 Gallon Remote Fill Box on Legs, 3in Ball Valve, 3in Check Valve, and 3in Camlock Connection with Dust Cap. Does Not Include Piping or Installation	\$2,810.60	\$2,810.60
332311	GEP-SPK65-U	1	65 Gallon Spill Kit for Larger Tanks. Includes UV cover.	\$647.37	\$647.37
332311	GEP-TG-M918	1	Clock Gauge Alarm - Morrison 918	\$1,172.57	\$1,172.57
333914	GPKGTM15D-GPI	1	Tank Mounted Consumer Pump Package - Diesel.	\$1,919.80	\$1,919.80
	OM Upgrade	1	Upgrade To Fill Rite FR311	\$936.96	\$936.96
333914	GEP-PROTEUS-1	1	Proteus Tank Gauging System for One Tank. Includes X Controller with Printer, 1-Magnetostrictive Level Probe, Product Distinguishing Leak Sensor for Interstitial, 1-Tank Remote Alarm, 8 Channel Relay Output Board. START-UP NOT INCLUDED.	\$8,838.41	\$8,838.41
332311	GCVTA-SH-G6000-M	1	Galvanized Stairs with Railing Fill Access for 5200+ Gallon Tank - Plant: PA	\$3,623.82	\$3,623.82
OM	EFI-INSTALLATION	1	Installation Services Per The Attached Scope Of Work Dated February 8, 2022	\$284,823.45	\$284,823.45
	EFI-INSTALLATION	1	Bond	\$4,266.66	\$4,266.66

Design assistance, installation and ancillary services are offered under this contract.

Vehicle Dispensing | Emergency Power | Day Tanks | Marina | Aviation | Alternative Fuels | Chemical Storage

SIN#	Item	Qty	Description	Unit Price	Ext. Price
	Notes				
	OM - Open Market Item		FREIGHT IS AN ESTIMATE ONLY; DUE TO RISING FUEL PRICES, FREIGHT WILL BE CONFIRMED AT TIME OF ORDER	SubTotal	\$353,869.26
				Sales Tax	\$0.00
				Shipping & Handling	\$6,500.00
				Total	\$360,369.26

Electronic submittals only.

Freight: FOB Origin (prepaid and charged back).

Offloading Not Included

Terms: 2% at 20 days; Net 30, credit cards accepted.

Volume Discount: 1.0% for Product orders > \$200,000; 1% for Service Orders > \$150,000

This quotation and related drawings and schematics, specifications, scope of work or other information is CONFIDENTIAL and PROPRIETARY and shall not be disclosed or reproduced, in whole or in part, including in Solicitations, without prior approval.

Design assistance, installation and ancillary services are offered under this contract.

City of Palm Coast
WTP #1
4 Corporate Drive N
Palm Coast, FL 32137

Underground Storage Tank (UST) Removal
and
Aboveground Storage Tank (AST) Installation

Scope of Work

01/19/2022

Includes:

1. Provide all DEP notifications, engineered drawings (using customer furnished site plan) and secure all necessary permits.
2. Mobilize to the site.
3. Disconnect all electrical from the existing UST fuel system.
4. Transfer remaining fuel into a temporary tank.
5. Excavate to the top of the UST
6. Disconnect all piping and remove all tank accessories.
7. Clean and triple rinse UST
8. Remove, haul off, and dispose of existing 6,000 Gallon UST.
9. Obtain the required amount of soil samples and have them analyzed for contamination.
10. Furnish and install backfill material to subgrade.
11. Furnish all equipment, material and labor to pour new 12' x 27' x 8" thick concrete AST pad.
12. Provide crane and labor to off load and set one (1) new 8,000 Gallon Convault AST and stairs on new concrete pad.
13. Install Hurricane Hold Down Restraints on new AST.
14. Install all emergency and primary vents on new AST.
15. Install new tank top hardware on AST.
16. Install new Remote Fill Cabinet with piping to new AST.
17. Furnish and install schedule 40 black steel pipe and fittings for the Fuel Oil Supply (FOS) line and the Fuel Oil Return (FOR) line between the AST and Emergency Generator.
18. Install new Tank Monitor/Leak Detection Control Panel.
19. Furnish and install electrical conduit and wiring for the new AST system,
20. Paint all piping with primer coat and exterior coating.
21. Start up new system and check out for proper operation.

- 22. Train facility personnel in the operation and maintenance of the new fuel system.
- 23. Clean up and haul off all debris created by Core.
- 24. Demobilize

Option I: Abandon existing 6,000 Gallon UST in place with flowable fill (not foam) in lieu of removing it, including obtaining and analyzing all required soil samples	Deduct	- \$ <u>35,046.06</u>
Option II: Remove, haul off, and dispose of the existing 1,000 Gallon AST Including obtaining and analyzing surrounding soil samples, if required.		- \$ <u>13,557.00</u>
<u>Option III</u> : If contamination is found, the cost for equipment, material, and labor to excavate and stockpile the contaminated soils will be charged on a per hour basis at the following rate (per hour)		\$ <u>1,267.00</u>
<u>Option IV</u> : Perform additional soil testing beyond the initial required amount (if needed) for the UST and AST removal or abandonment (per test)	-	\$ <u>38.10</u>
<u>Option V</u> : Haul off and dispose of contaminated soil (per cubic yard / ton)	-	\$ <u>181.00</u>
<u>Option VI</u> : Furnish equipment, material, and labor to pump wastewater or Petroleum liquids from underground soil into on-site containers (per hour)	-	\$ <u>367.00</u>
<u>Option VII</u> : Haul off and dispose of contaminated liquid (per gallon)	-	\$ <u>5.50</u>
<u>Option VIII</u> : Furnish, backfill, and compact the required amount of imported fill to replace the amount of contaminated soil removed (per ton)	-	\$ <u>16.75</u>
<u>Option IX</u> : Disposal of water or petroleum liquids pumped from UST's or AST's (per gallon)	-	\$ <u>2.00</u>
<u>Option X</u> : If tank sludge is found in the AST's or UST's, the cost for the disposal of the tank sludge and its testing will be determined after the results from an analytical test is known	-	\$ _____

Conditions and Exclusions:

- If the exterior or interior of the UST's that are being removed have fiberglass or epoxy coating on them, then an additional charge will be added to the disposal on a per tank basis
- Proposal is based on the existing generator being able to return all excess fuel back to the new AST without the need of an additional Day Tank or Return pump.
- If Day Tank with a Return Pump is needed, then the cost for the Day tank and Installation would require a Change Order to be submitted and approved..
- Proposal does not include the installation of any other equipment not mentioned above.
- Proposal is based on existing UST being empty of fuel.
- Proposal does not include the installation of grass sod or seed, or the maintaining of such.
- Proposal does not include any fencing.
- Proposal excludes fuel for the new AST.
- Proposal does not include the removal, hauling, or disposal of any contaminated soils or liquids, or for any additional testing over and above the required minimum amount required that is included in the Scope of Work above. Optional costs are provided above.
- Proposal does not include furnishing an SPCC plan, or the modification of an existing SPCC Plan.

City of Palm Coast
WTP #2
50 Citation Blvd.
Palm Coast, FL 32164

Underground Storage Tank (UST) Removal
and
Aboveground Storage Tank (AST) Installation

Scope of Work
01/19/2022

Includes:

1. Provide all DEP notifications, engineered drawings (using customer furnished site plan) and secure all necessary permits.
2. Mobilize to the site.
3. Transfer fuel into a temporary tank.to allow continuous operation.
4. Furnish all equipment, material and labor to pour new 12' x 38' x 8" thick concrete AST pad.
5. Furnish and install fourteen (14) steel pipe bollards.
6. Provide crane and labor to off load and set one (1) new 12,000 Gallon Convault AST and stairs on new concrete pad.
7. Install Hurricane Hold Down Restraints on new AST.
8. Install all emergency and primary vents on new AST.
9. Install new tank top hardware on AST.
10. Install new tank top pump.
11. Install new Remote Fill Cabinet with piping to new AST.
12. Furnish and install required electrical conduit and wiring.
13. Furnish and install schedule 40 black steel pipe and fittings for the Fuel Oil Supply (FOS) line and the Fuel Oil Return (FOR) line between the AST and Emergency Generator.
14. Install new Tank Monitor/Leak Detection Control Panel.
15. Furnish electrical conduit and wiring for the new Fuel System.
16. Transfer fuel from existing 8,000 Gallon UST to new 12,000 Gallon AST.
17. Disconnect all electrical from the existing UST fuel system.
18. Excavate to the top of the UST
19. Disconnect all piping and remove all tank accessories.
20. Clean and triple rinse UST
21. Remove, haul off, and dispose of existing 8,000 Gallon UST.
22. Obtain the required amount of soil samples and have them analyzed for contamination.

23. Furnish and install backfill material to grade.
24. Furnish all equipment, material and labor to pour new 12' x 38' x 8" thick concrete pad where existing UST was removed.
25. Paint all piping with primer coat and exterior coating.
26. Start up new system and check out for proper operation.
27. Train facility personnel in the operation and maintenance of the new fuel system.
28. Clean up and haul off all debris created by Core.
29. Demobilize

Option I: Abandon existing 8,000 Gallon UST in place with flowable fill (not foam) in lieu of removing it, including obtaining and analyzing all required soil samples Deduct - \$40,500.00

Option II: If contamination is found, the cost for equipment, material, and labor to excavate and stockpile the contaminated soils will be charged on a per hour basis at the following rate (per hour) \$ 1,267.00

Option III: Perform additional soil testing beyond the initial required amount (if needed) for the UST removal or abandonment (per test) (Number of tests depend on the tonnage amount of contamination). - \$ 38.10

Option IV: Haul off and dispose of contaminated soil (per ton) - \$ 181.00

Option V: Furnish equipment, material, and labor to pump wastewater or Petroleum liquids from underground soil into on-site containers (per hour) - \$ 367.00

Option VI: Haul off and dispose of contaminated liquid (per gallon) - \$ 5.50

Option VII: Furnish, backfill, and compact the required amount of imported fill to replace the amount of contaminated soil removed (per ton) - \$ 16.75

Option VIII: Disposal of water or petroleum liquids pumped from UST's or AST's (per gallon) - \$ 2.00

Option IX: If tank sludge is found in the AST's or UST's, the cost for the disposal of the tank sludge and its testing will be determined after the results from an analytical test is known - \$ _____

Conditions and Exclusions:

- If the exterior or interior of the UST's that are being removed have fiberglass or epoxy coating on them, then an additional charge will be added to the disposal on a per tank basis
- Proposal is based on the existing generator being able to return all excess fuel back to the new AST without the need of an additional Day Tank or Return pump.
- If Day Tank with a Return Pump is needed, then the cost for the Day tank and Installation would require a Change Order to be submitted and approved..
- Proposal does not include the installation of any other equipment not mentioned above.
- Proposal is based UST's to be removed being empty
- Proposal does not include the installation of grass sod or seed, or the maintaining of such.
- Proposal does not include any fencing.
- Proposal excludes fuel for the new AST.
- Proposal does not include the removal, hauling, or disposal of any contaminated soils or liquids, or for any additional testing over and above the required minimum amount required that is included in the Scope of Work above. Optional costs are provided above.
- Proposal does not include furnishing an SPCC plan, or the modification of an existing SPCC Plan.

City of Palm Coast
WWTP #1
26 Utility Drive
Palm Coast, FL 32137

Aboveground Storage Tank (AST) Installation

Scope of Work

02/08/2022

Includes:

1. Provide all DEP notifications, engineered drawings (using customer furnished site plan) and secure all necessary permits.
2. Mobilize to the site.
3. Transfer fuel into a temporary tank to allow continuous operation of generator.
4. Furnish all equipment, material and labor to pour new 12' x 27' x 8" thick concrete AST pad.
5. Provide crane and labor to off load and set one (1) new 8,000 Gallon Convault AST and stairs on new concrete pad.
6. Install Hurricane Hold Down Restraints on new AST.
7. Install all emergency and primary vents on new AST.
8. Install new tank top hardware on AST.
9. Install new Remote Fill Cabinet with piping to new AST.
10. Furnish and install schedule 40 black steel pipe and fittings for the Fuel Oil Supply (FOS) line and the Fuel Oil Return (FOR) line between the AST and Emergency Generator.
11. Furnish and install schedule 40 black steel pipe and fittings to manifold the new AST to an existing AST.
12. Install new Tank Monitor/Leak Detection Control Panel.
13. Furnish electrical conduit and wiring for the new Fuel System.
14. Paint all piping with primer coat and exterior coating.
15. Start up new system and check out for proper operation.
16. Train facility personnel in the operation and maintenance of the new fuel system.
17. Excavate to the top of the existing 8,000 Gallon underground storage tank (UST) at Building 14.
18. Disconnect all piping and electrical.
19. Obtain and have all minimum required soil samples analyzed for contamination.
20. Prepare UST for removal.
21. Remove, haul off, and dispose of the existing 8,000 gallon UST.
22. Furnish and install all necessary backfill to fill in excavated area up to grade.
23. Clean up and haul off all debris created by Core.
24. Demobilize

Option I: Abandon existing 8,000 Gallon UST in place at Building 14 with flowable fill (not foam) in lieu of removing it, including obtaining and analyzing all required soil samples Deduct - \$ 45,517.00

Option II: If contamination is found, the cost for equipment, material, and labor to excavate and stockpile the contaminated soils will be charged on a per hour basis at the following rate (per hour) \$ 1,267.00

Option III: Perform additional soil testing beyond the initial required amount (if needed) for the UST removal or abandonment (per test) -\$ 38.10

Option IV: Haul off and dispose of contaminated soil (per ton) \$ 181.00

Option V: Furnish equipment, material, and labor to pump wastewater or Petroleum liquids from underground soil into on-site containers (per hour) \$ 367.00

Option VI: Haul off and dispose of contaminated liquid (per gallon) \$ 5.50

Option VII: Furnish, backfill, and compact the required amount of imported fill to replace the amount of contaminated soil removed (per ton) \$ 16.75

Option VIII: Disposal of water or petroleum liquids pumped from UST's or AST's (per gallon) \$ 2.00

Option IX: If tank sludge is found in the AST's or UST's, the cost for the disposal of the tank sludge and its testing will be determined after the results from an analytical test is known \$ _____

Conditions and Exclusions:

- If the exterior or interior of the UST's that are being removed have fiberglass or epoxy coating on them, then an additional charge will be added to the disposal on a per tank basis
- Proposal is based on the existing generator being able to return all excess fuel back to the new AST without the need of an additional Day Tank or Return pump.
- If Day Tank with a Return Pump is needed, then the cost for the Day tank and Installation would require a Change Order to be submitted and approved..
- Proposal does not include the installation of any other equipment not mentioned above.
- Proposal is based on existing UST being empty of fuel.

- Proposal does not include the installation of grass sod or seed, or the maintaining of such.
- Proposal does not include any fencing.
- Proposal excludes fuel for the new AST.
- Proposal does not include the removal, hauling, or disposal of any contaminated soils or liquids, or for any additional testing over and above the required minimum amount required that is included in the Scope of Work above. Optional costs are provided above.
- Proposal does not include furnishing an SPCC plan, or the modification of an existing SPCC Plan.

City of Palm Coast, Florida Agenda Item

Agenda Date : March 1, 2022

Department	UTILITY	Amount	\$382,903-5 YEAR-PROJECT TOTAL
Item Key	13147	Account	54029083-063000-82007

Subject RESOLUTION 2022-XX APPROVING A WORK ORDER WITH CPH, INC., TO PROVIDE ENGINEERING SERVICES FOR THE 5-YEAR MONITORING PLAN FOR THE WASTEWATER TREATMENT FACILITY NO. 2 EXPANSION

Presenter : Danny Ashburn, Utility Systems Manager

Background :
COUNCIL PRIORITY:
D. Service Delivery and Efficiency:
4-Continue to implement water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding and other hazards.

On April 21, 2021, The Florida Department of Environmental Protection, (FDEP), issued Permit Number FL0710008, to construct and operate Wastewater Treatment Facility # 2 (WWTF). The Permit authorizes the construction of the 2.00 MGD expansion to the existing plant. The permit allows the City to discharge to a surface water from the Outfall D-001 to Hulett Swamp, and the condition provides for additional effluent disposal during extreme wet weather conditions.

Conditions No. I.E. 1 through 18 requires the City to conduct a five-year wetlands monitoring plan. The plan monitors water quality, sediment, and biota, animal and plant life, within and from the receiving Hulett Swamp and the immediate vicinity.

The wetlands monitoring plan falls in line with City Council Goal 1.2.1.8 to make infrastructure a priority regarding maintenance and performance. Under the existing contract (RFSQ-CD-19-12), City staff recommends CPH Engineers to provide the engineering services to complete the monitoring plan. All work will be performed in accordance with the FDEP permit.

Funds for the five-year project are budgeted in the Utility Wastewater Treatment Plant #2 Operating Fund as follows. Year one \$89,515.00, and \$73,347.00 for the following four years, for a five year total of \$382,903.00.

SOURCE OF FUNDS WORKSHEET FY 2022-2026	
WWTP#2 IMPROVEMENTS 54029083-063000-82007	\$ 205,000.00
Total Expended/Encumbered to Date.....	\$ 33,083.65
Pending Work Orders/Contracts.....	\$ 0.00
Current (WO/Contract).....	\$ 89,515.00
Balance.....	\$ 82,401.35

Recommended Action :
ADOPT RESOLUTION 2022-XX APPROVING A WORK ORDER WITH CPH, INC., TO PROVIDE ENGINEERING SERVICES FOR THE 5-YEAR MONITORING PLAN FOR THE WASTEWATER TREATMENT FACILITY NO. 2 EXPANSION

RESOLUTION 2022-_____
Wetland Monitoring Plan for Wastewater Treatment Facility No. 2
Expansion

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER ISSUED TO CPH, INC., IN THE AMOUNT NOT TO EXCEED \$382,903.00 FOR ENGINEERING SERVICES FOR THE 5-YEAR WETLAND MONITORING PLAN FOR THE WASTEWATER TREATMENT FACILITY NO. 2 EXPANSION; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, CPH, Inc., is engaged in a continuing services agreement to provide engineering services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order under said contract to CPH, Inc., for the above referenced engineering services relating to the 5-Year Wetland Monitoring Plan for Wastewater Treatment Facility No. 2 Expansion.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to CPH, Inc., as attached hereto and incorporated herein by reference herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the work order 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, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit "A" – Work Order with CPH, Inc.

DESCRIPTION/SCOPE OF SERVICES
City of Palm Coast
WWTP#2 Compliance Monitoring



PROJECT DESCRIPTION

FDEP Permit Number FL0710008 was issued on April 21, 2021, to construct and operate the Palm Coast WWTF #2, which is Class I reliability plant to produce advanced wastewater treatment and high-level disinfection. This permit authorizes construction to expand the wastewater treatment capacity from 2.0 MGD AADF to 4.0 MGD AADF. The surface water discharge under Apricot Act (Section 403.086(7), F.S.) is used as a backup method of disposal for the effluent during extreme wet weather conditions. The City is authorized to discharge effluent from Outfall D-001 to the Hulett Swamp, Class III fresh waters, (WBID# 2597), under the APRICOT Act. The City of Palm Coast is responsible for monitoring water quality, sediment, and biota within and from the receiving wetlands as detailed in the FDEP Permit Condition I.E.1 through 18.

Monitoring and assessment requirements of Hulett Swamp and Pellicer Creek are listed in Condition I.B.1 through 18 when the effluent discharging to the Hulett Swamp exceeds 0.6 MGD monthly average daily flow. When APRICOT discharge does not occur, or is less than 0.6 MGD monthly average daily flow, this fact shall be reported on the discharge monitoring report (DMR) (1.B.3).

The City of Palm Coast is responsible for submitting an Annual Wetland Summary Report. The summary report shall include a site description, including a site map showing the point of discharge, location or monitoring stations, general flow patterns in the wetland, biological monitoring summary and discharge summary. Summary discussion topics should include, but not limited to, the following:

- Evaluation of the data in regard to rule criteria; Interpretation of the data results;
- Specific comments concerning each potential exceedance of the criteria;
- Influent of the wastewater discharge on the wetlands and its effects on the type, nature and function of the wetlands (e. g. regeneration, growth and sustainability of woody species, macroinvertebrate community presence and location; presence and biomass of fish species; and hydrologic variability).

The Annual Wetland Monitoring Summary Report is due on January first of each year and will be sent to the District Office and the Domestic Wastewater Section as stipulated in the FDEP permit. The monitoring locations associated with this permit are listed on Exhibit A.

1.0 SCOPE OF SERVICES

CPH shall provide, or obtain from others, all labor, material and equipment to perform the following services:

1.1 Basic Services

ENV-1 Project Coordination

CPH shall assist the City by coordinating with the landowner to obtain permission to set up and conduct long-term monitoring, at stations SWD-1 and SWD-2. The final locations are to be approved by FDEP prior to proceeding with monitoring. CPH shall conduct a field investigation to select suitable monitoring locations. This is a one-time event to be conducted prior to monitoring. Any sketches and descriptions by a professional surveyor required to prepare an access easement shall be provided as an additional service once the

monitoring sites have been selected and approved by CPH, the City and FDEP, and the landowner is in agreement.

ENV-2 Field Review, Monitoring Mobilization & Data Collection

Three (3) monitoring transects at locations WIM-1, WIM-2 and WEP-1 shall be established at each wetland monitoring site (marking locations in the field). The location of transects and the data points identified along each transect shall be monumented by four (4) foot tall PVC pipe. The transect shall have each sampling stations and environmental data located using a hand-held GPS unit. These locations shall be field marked as described below.

- Transect Begin & End, Vegetation Monitoring Plots & Environmental Data Points: A PVC post shall be installed at each data point transect begin/end, and monitoring plots. Nails and flagging will be used to locate environmental data points. Monitoring mobilization/transect set up is a one (1) time event.
- Vegetation Sampling: The species composition and percent cover of the canopy, subcanopy and groundcover shall be determined adjacent to the transect. A vegetative sampling quadrat shall be established adjacent to the transect. The canopy quadrat shall be 10 meters by 10 meters, the sub-canopy quadrat shall be 5 meters by 5 meters within the canopy quadrat and the herbaceous (or groundcover) quadrat shall be 1 meter by 1 meter within the sub-canopy quadrat. All three (3) sampling areas shall share a common corner. The location of the sampling quadrats will be marked and labeled in the field. Herbaceous vegetation will be recorded using the line-intercept method on Transects 1, 2 and 3 located at Stations WIM-1, WIM-2 and WEP-1. Vegetation sampling shall be conducted semi-annually.
- Environmental Data: Environmental features, if observed, shall be located by nail, flagging tape and/or stake. These features include, but are not limited to water marks and lower extent of the saw palmetto fringe. Each data point shall be photographed. Environmental data point observations shall be conducted semi-annually.
- Photographic Monitoring: A photographic monitoring station shall be established at the beginning point along each transect and photographs taken in all four cardinal directions at each station. Photographs shall also document vegetation quadrats, hydrologic indicators, ordinary high-water level(s) and other environmental features observed. Photographic monitoring shall be conducted semi-annually.
- Species Observations: CPH will conduct a preliminary survey by general reconnaissance of the monitoring sites for the occurrence or potential occurrence of protected species (threatened, endangered, or special concern) on an annual basis. The approximate location of all observed protected species shall be identified on the FLUCFCS map or aerial photograph prints. Those species referred to as protected are listed under Florida Administrative Code 68A and Florida Statue 581.185 and Code of Federal Regulation (50 CFR 17.11 and 17.12). Species observations shall occur annually during the vegetation sampling event.
- Rainfall Data Collection: Rainfall data is currently recorded at three (3) locations (Palm Coast Water Treatment Plant Site Nos. 1, 2 & 3) on a daily basis and tabulated for a monthly total. The rainfall data currently recorded by the City shall continue be included in the report.

ENV-3 Stream Gauge Installation

Build and install staff gauges at locations D-001 and in Pellicer Creek for location by survey (SWD-1 and SWD-2). Water level data is currently being recorded daily by automatic data logger equipment (HOBO Water Level) and data shall be used in the report preparation and discussed as appropriate to report stream level flow. Data from the 12N piezometer from the CUP monitoring program will be used for the WWTP#2

monitoring program. The Stream Gauges shall be installed at SWD-1 and SWD-2. Data will be collected semi-annually from the staff gauges.

ENV-4 Water Quality Monitoring

- CPH shall sample conductivity, temperature, dissolved oxygen, pH semi-annually at stations WEP-1 and WIM-1. CPH shall collect one (1) sample for each parameter to include Chlorophyll *a*, Total Nitrogen and Total Phosphorus, Unionized Ammonia as N, TKN, TSS, BOD Carbonaceous 5-day, Sulfate (SO₄) and fecal coliform.
- CPH shall coordinate with the analytical laboratory to obtain sampling materials for collection as needed. Once samples area collected, CPH shall deliver samples to the laboratory for analysis.
- Water Quality sampling shall be located within the deep part of the system at the monitoring stations within the photic zone. The sample depth and time will be recorded and identified within the report. CPH anticipates three days to sample.
- During water quality sampling, CPH scientists shall take photographs, document the aquatic vegetation observed and additional observations that may affect water quality. These observations shall also be recorded and photographed as deemed necessary.
- CPH shall report any issues observed during the sampling events to the Client via email.
- CPH shall report the monitoring event results summary in an email to the Client within two (2) weeks of receipt of the laboratory sampling results if lab results appear out of the normal range and exceed criteria thresholds. A location map of the sampling areas shall also be provided.
- FDEP Standard Operating Procedures (SOP) shall be followed with sample collection, handling and laboratory analysis.
- The semi-annual water quality sampling results shall be included in the annual report.

ENV-5 Sediment Sampling

- CPH shall collect samples for analysis. The parameters proposed for analysis include sediment sulfide (S²⁻) as S.
- CPH shall collect one (1) sample within WEP-1, WIM-1 and WIM-2 monitoring stations annually.
- CPH shall coordinate with the analytical laboratory to obtain sampling materials for collection of samples as needed. Once samples area collected CPH shall deliver samples to the laboratory for analysis.
- CPH shall report any issues observed during the sampling events to the Client via email.
- CPH shall report the monitoring event results summary in an email to the Client within two (2) weeks of receipt of the laboratory sampling results if lab results appear out of the normal range and exceed criteria thresholds. A location map of the sampling areas shall also be provided in the report.
- FDEP Standard Operating Procedures (SOP) shall be followed with sample collection, handling and laboratory analysis.
- The annual sampling results shall be included in the annual report.

ENV-6 48-hour DO & Temp Measurements

CPH shall take dissolved oxygen and temperature measurements at 48-hour, dawn to dusk maximum of 4-hour intervals twice annually at WEP-1 and WIM-1. CPH anticipates collection at 4-hour intervals for a total of eight (8) samplings in a 48-hour period.

ENV-7 Data Management & Report Preparation

- The vegetative sampling, environmental data, photography, sediment sampling and water quality monitoring data for the City of Palm Coast WWTP#2 shall be prepared annually as one (1) report.
- The annual report shall include evaluation of the data in regard to the rule criteria set forth in the permit, interpretation of the data results, specific comments on data exceedance, influent discharge to the wetlands and its effect on the wetlands and monitoring results.
- Reporting will shall also include assessment of chlorophyll a levels, algal mats or blooms, nuisance macrophyte growth and changes in algal species composition to deter if there are any imbalances in flora and fauna of the segment of Pellicer Creek near the point of discharge from the swamp.
- Nutrients will be calculated to determine the annual geometric mean concentrations of TN and TP based on all ambient samples collected during a calendar year.
- CPH shall provide the City with the Annual Wetland Summary Report for review. CPH shall edit the report once and conduct general coordination via phone and email.

ENV-8 Annual Coordination

CPH shall coordinate with the City and FDEP annually for 5 years. CPH anticipates the following coordination tasks:

- Rainfall data shall be recorded by the City at their water treatment plant. The City shall provide rainfall data to CPH upon request.
- CPH shall conduct one (1) field inspection with FDEP annually to review the report results for a total of five (5) field meetings.
- CPH shall attend up to **five (5) meetings with the City at the City's office over a period of five (5) years.**
- Conduct Zoom/Teams/WebEx Meetings with the City and FDEP as needed to review issues.
- CPH shall coordinate with the City to determine field monitoring dates, obtain discharge data and monitoring results.

1.1 Additional Services

2.0 Fees and Billing

CPH proposes to provide the above described services for a Not-to-Exceed fee provided on Exhibit B for a 5 year period (cost provided by fiscal year). The proposed Not-to-Exceed fee has been calculated utilizing rates as approved in the base contract between CPH and the City of Palm Coast. Expenses for Sub-consultants, printing, travel, telephone, and all other related charges have been included in the above Not-to-Exceed fee. CPH will invoice the City based on actual time and expenses and the total amount invoiced to the City will not exceed the costs provided on Exhibit B. Exhibit B provides a list of monitoring tasks and associated fee for the 5-year period.

This proposal includes the following exhibits and figures:

Exhibit A – Monitoring Site Location Description Table

Exhibit B – Schedule of 5-Year Monitoring Events & Associated Fee

Exhibit C – Estimated Hours Spreadsheet

Figures 1 and 2 – Location Map of Monitoring Locations

EXHIBIT A

Monitoring Site #	Description of Monitoring Site
CAL-3	Calculated value concentration of un-ionized ammonia based on the total ammonia, temperature and pH collected at WEP-1.
CAL-4	Calculated value concentration of un-ionized ammonia based on the total ammonia, temperature and pH collected at WIM-1.
WIM-1	Sample point at the wetland internal monitoring point, immediately downstream of the discharge point to the wetland. (See Figure 1)
WIM-2	Sample point at the wetland internal monitoring point, in the approximate geographic middle of the wetland. (See Figure 1)
WEP-1	Sample point at the wetland internal monitoring point, at the point of discharge from the wetland. (See Figure 1)
SWD-1	Ambient water sample in Pellicer Creek (See Figure 2)
SWD-2	Ambient water sample in Pellicer Creek (See Figure 2)

City of Palm Coast WWTP#2 Compliance Monitoring Schedule – EXHIBIT B
FY 2021-2022 through FY 2025 - 2026
(October 1, 2021 through September 30, 2026)

Phase/Task #	Monitoring Task	Date	Fee
Year 1 - Fiscal Year 2021-2022			
ENV-1	Project Coordination	TBD	\$6,146
ENV-2A	Monitoring Mobilization	TBD	\$4,441
ENV-2B	Semi-annual Monitoring and Data Management #1	TBD	\$13,067
ENV-2C	Semi-annual Monitoring and Data Management #2	TBD	\$13,067
ENV-3	Stream Gauge Installation	TBD	\$6,115
ENV-4A	Semi-annual Water Quality and Data Management #1	TBD	\$10,927
ENV-4B	Semi-annual Water Quality and Data Management #2	TBD	\$10,927
ENV-5	Annual Sediment Sampling #1	TBD	\$1,291
ENV-6A	48-hour DO & Temp Measurements #1	TBD	\$3,791
ENV-6B	48-hour DO & Temp Measurements #2	TBD	\$3,791
ENV-7	Data Management & Report Preparation #1	TBD	\$12,320
ENV-8A	Annual Coordination 2021 - 2022	October 2021 –September 2022	\$2,000
ENV-8B	FDEP Meeting #1	TBD	\$991
ENV-8C	City Meeting #1	TBD	\$641
Total Fee for Fiscal Year 2021-2022			\$89,515
Year 2 - Fiscal Year 2022-2023			
ENV-2B	Semi-annual Monitoring and Data Management #3	TBD	\$13,091
ENV-2C	Semi-annual Monitoring and Data Management #4	TBD	\$13,091
ENV-4A	Semi-annual Water Quality and Data Management #3	TBD	\$10,951
ENV-4B	Semi-annual Water Quality and Data Management #4	TBD	\$10,951
ENV-5	Annual Sediment Sampling #2	TBD	\$1,292
ENV-6A	48-hour DO & Temp Measurements #3	TBD	\$3,791
ENV-6B	48-hour DO & Temp Measurements #4	TBD	\$3,791
ENV-7	Data Management & Report Preparation #2	TBD	\$12,320
ENV-8A	Annual Coordination 2022-2023	October 2022 –September 2023	\$2,437
ENV-8B	FDEP Meeting #2		\$991
ENV-8C	City Meeting #2		\$641
Total Fee for Fiscal Year 2022-2023			\$73,347
Year 3 - Fiscal Year 2023-2024			
ENV-2B	Semi-annual Monitoring and Data Management #5	TBD	\$13,091
ENV-2C	Semi-annual Monitoring and Data Management #6	TBD	\$13,091
ENV-4A	Semi-annual Water Quality and Data Management #5	TBD	\$10,951
ENV-4B	Semi-annual Water Quality and Data Management #6	TBD	\$10,951
ENV-5	Annual Sediment Sampling #3	TBD	\$1,292
ENV-6A	48-hour DO & Temp Measurements #5	TBD	\$3,791
ENV-6B	48-hour DO & Temp Measurements #6	TBD	\$3,791
ENV-7	Data Management & Report Preparation #3	TBD	\$12,320
ENV-8A	Annual Coordination 2023-2024	October 2023 –September 2024	\$2,437
ENV-8B	FDEP Meeting #3		\$991
ENV-8C	City Meeting #3		\$641
Total Fee for Fiscal Year 2023-2024			\$73,347
Year 4 - Fiscal Year 2024-2025			
ENV-2B	Semi-annual Monitoring and Data Management #7	TBD	\$13,091
ENV-2C	Semi-annual Monitoring and Data Management #8	TBD	\$13,091

ENV-4A	Semi-annual Water Quality and Data Management #7	TBD	\$10,951
ENV-4B	Semi-annual Water Quality and Data Management #8	TBD	\$10,951
ENV-5	Annual Sediment Sampling	TBD	\$1,292
ENV-6A	48-hour DO & Temp Measurements#7	TBD	\$3,791
ENV-6B	48-hour DO & Temp Measurements #8	TBD	\$3,791
ENV-7	Data Management & Report Preparation #4	TBD	\$12,320
ENV-8A	Annual Coordination 2024-2025	October 2024 –September 2025	\$2,437
ENV-8B	FDEP Meeting #4	TBD	\$991
ENV-8C	City Meeting #4	TBD	\$641
Total Fee for Fiscal Year 2024-2056			\$73,347
Year 5 - Fiscal Year 2025-2026			
ENV-2B	Semi-annual Monitoring and Data Management #9	TBD	\$13,091
E ENV-2C	Semi-annual Monitoring and Data Management #10	TBD	\$13,091
ENV-4A	Semi-annual Water Quality and Data Management #9	TBD	\$10,951
ENV-4B	Semi-annual Water Quality and Data Management #10	TBD	\$10,951
ENV-5	Annual Sediment Sampling #5	TBD	\$1,292
ENV-6A	48-hour DO & Temp Measurements #9	TBD	\$3,791
ENV-6B	48-hour DO & Temp Measurements #10	TBD	\$3,791
ENV-7	Data Management & Report Preparation #5	TBD	\$12,320
ENV-8A	Annual Coordination 2025-2026	October 2025 –September 2026	\$2,437
ENV-8B	FDEP Meeting #5	TBD	\$991
ENV-8C	City Meeting #5	TBD	\$641
Total Fee for Fiscal Year 2025-2026			\$73,347
Total Fee for 5 Year Monitoring Program			\$382,903

Table 1

WWTP#2- FL0710008- Compliance Monitoring- Year 1

City of Palm Coast

July 14, 2021

ITEM	DESCRIPTION	CPH Principal Survey \$170	CADD Tech \$110	CPH PLS \$125	CPH 2 Man Crew \$155	CPH Clerical II \$60	Cost by Task \$
Hourly Rates (Per Current CPH Rates)							
Survey							
Field					25		\$ 3,875.00
Data Management				7			\$ 875.00
QAQC		7					\$ 1,190.00
Survey		5	7	12			\$ 3,120.00
Project Coordination & Meetings				2		5	\$ 550.00
GRAND TOTAL		12	7	21	25	5	\$ 9,610.00



- Monitoring Stations - Approximate Locations
- Discharge Point - D-001
- ROW
- Existing RWM
- Approximate Wetland Line
- Wastewater Treatment Plant #2

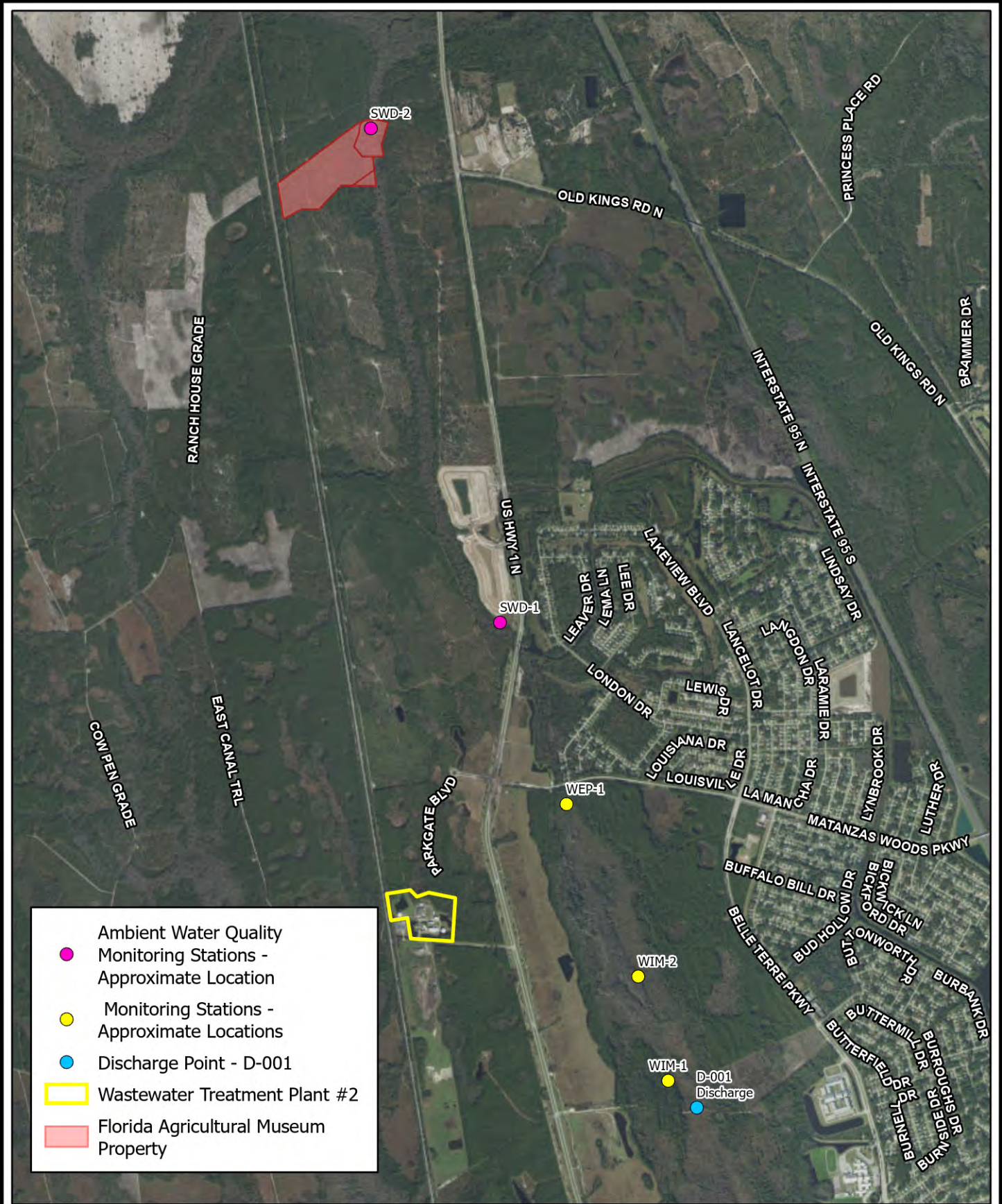
Scale: 1 inch = 1,500 feet
 Date: 7/14/2021
 Photo Date: 2020
 Project No. P61259
 Biologist: AED GIS: JOG



WETLAND ASSESSMENT MONITORING STATIONS MAP

CITY OF PALM COAST WASTEWATER TREATMENT PLANT #2 207
 SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST
 SECTIONS 3 & 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA

FIGURE 1



- Ambient Water Quality Monitoring Stations - Approximate Location
- Monitoring Stations - Approximate Locations
- Discharge Point - D-001
- Wastewater Treatment Plant #2
- Florida Agricultural Museum Property

Scale: 1 inch = 3,000 feet
 Date: 7/14/2021
 Photo Date: 2020
 Project No. P61259
 Biologist: AED GIS: JOG



WATER QUALITY MONITORING STATIONS

CITY OF PALM COAST WASTEWATER TREATMENT PLANT #2 208
 SECTION 33, TOWNSHIP 10 SOUTH, RANGE 30 EAST
 SECTIONS 3 & 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST
 FLAGLER COUNTY, FLORIDA

FIGURE 2

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department	UTILITY	Amount	\$77,748.00
Item Key	13148	Account	54019084 052030
Subject	RESOLUTION 2022-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE CHEMICALS US, LLC FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE		
Presenter : Danny Ashburn			
Background :			
COUNCIL PRIORITY:			
This item is for standard operations.			
<p>The Wastewater Treatment Division uses liquid aluminum sulfate to control phosphorous limits to comply with (FDEP) Florida Department of Environmental Protection permit at Wastewater Treatment Plant #2.</p> <p>City staff is recommending that City Council approve piggybacking the St. Johns County Contract (#22-MCC-CHE-1509) with Chemtrade Chemicals US, LLC through January 20, 2024 to purchase liquid aluminum sulfate. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.</p> <p>Since the underlying contract is an agreement on a per unit price basis, City staff will make purchases on an as needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2022 Budget includes available funding in the City's Utility operating budgets to purchase aluminum sulfate. Staff estimates a monthly average of 4,400 gallons at \$0.93 per gallon thru the term of the contract.</p>			
SOURCE OF FUNDS WORKSHEET FY 2022			
Utility Fund Chemicals 54019084 052030.....			\$279,500.00
Total Expended/Encumbered to Date.....		109,203.22	
Current (WO/Contract).....		77,748.00	
Balance			\$ 92,548.78
Recommended Action :			
ADOPT RESOLUTION 2022-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE CHEMICALS US, LLC FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE			

RESOLUTION 2022 - _____
PIGGYBACK ST. JOHNS COUNTY CONTRACT WITH
CHEMTRADE CHEMICALS US, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN CHEMTRADE CHEMICALS US, LLC AND ST. JOHNS COUNTY FOR LIQUID ALUMINUM SULFATE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chemtrade Chemicals US, LLC has expressed a desire to provide Liquid Aluminum Sulfate to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a piggyback contract between Chemtrade Chemicals US, LLC and St. Johns County Contract #22-MCC-CHE-1509 for Liquid Aluminum Sulfate.

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

SECTION 1. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves the terms and conditions of a piggyback contract between Chemtrade Chemicals US, LLC. and St. Johns County Contract #22-MCC-CHE-1509 for Liquid Aluminum Sulfate, as attached hereto and incorporated herein by reference as Exhibit "A".

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Engagement Letter



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Chemtrade Chemicals US, LLC

Bid/Contract Ref # Bid No:22-03 Contract:22-MCC-CHE-15609

Agency Name: St. Johns County, FL

Contract Type: Piggyback Water Wastewater Treatment Chemicals

Contract Value Over \$50K

Resolution # 2022- City Council Approval Date: _____

Contract Term End Date 1/20/2024

Renewable Y/N Y If yes # and length of renewals: 3 Each 1yr Annual Renewal

City's Project Manager(s) Patrick Henderson

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the St. Johns County, Florida Master Contract Agreement for Water Wastewater Treatment Chemicals services as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

Interim City Manager _____ Date: _____

Vendor Name and Email Elizabeth Ryno/Parul Kachhia-Patel bids@chemtradelogistics.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

Chemtrade Chemicals US, LLC
Attn: Parul Kachhia-Patel
90 East Halsey Road, Ste 200
Parsippany, NJ 07054

RE: Engagement Letter Authorizing Piggyback

Water Wastewater Treatment Chemicals

Contract Name

St. Johns County, FL Bid No:22-03 Contract:22-MCC-CHE-15609

Contract Reference

In Process

Dear Parul,

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,

Casey Luedke
Procurement Coordinator
cluedke@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Denise Bevan

Title: Interim City Manager

Date: _____

CHEMTRADE CHEMICALS US, LLC

By: Parul Kachhia-Patel

Proxy Signed by

03527850248 Signatory

Print Name: Parul Kachhia-Patel

Title: MARKETING SPECIALIST

Date: Feb 8, 2022 | 10:36 AM EST



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

CHEMTRADE CHEMICALS US, LLC

By: _____

Print: Denise Bevan

Title: Interim City Manager

Date: _____

DocuSigned by:
By: Parul Kachhia-Patel
(Authorized Corporate Officer)
035DF5E5DAAB41A...
Print Name: Parul Kachhia-Patel
Title: ~~MARKETING SPECIALIST~~
Date: Feb 8, 2022 | 10:36 AM EST

In Process



CONTRACT AGREEMENT

Bid No: 22-03 Purchase of Water Wastewater Treatment Chemicals

Master Contract #: 22-MCC-CHE-15609

This Contract Agreement, ("Agreement") is made as of this 10th day of January, 2022, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Chemtrade Chemicals US, LLC**, ("Contractor"), authorized to do business in the State of Florida, with offices located at 90 East Halsey Road, Ste 200, Parsippany, NJ 07054; Phone: (800) 441-2659; and Email: bids@chemtradelogistics.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, shall remain in effect for an initial term of two (2) consecutive calendar years, and shall have three (3) available one (1) year renewal options available for exercise by the County, upon satisfactory performance by the Contractor, continued need for the services, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that renewal is necessary and/or in the best interest of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to supply **Aluminum Sulfate** as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 22-03 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Utility Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the Unit Price of **ninety three point two cents (\$.932) per gallon of aluminum sulfate** according to the bid proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount budgeted by the SJC Utility Department in any fiscal year.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
 1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;

- 3. The reimbursable expenses, if any, have been reasonably incurred; and
- 4. The amount requested is currently due and owing.

D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include the following information as a minimum:

- Vendor Information (Full legal Name, Address, Phone, Fax, Email)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Price of Product, Total Price of Invoice
- Quantities Provided, Date(s) of Service, Location(s) Delivered To

The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

E. The Contractor’s acceptance of the County’s payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor’s sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Utilities Department
 Attn: Brian Pinkerton
 1205 State Road 16
 St. Augustine, FL 32084

In Process

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County’s credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any

such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the

Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not

limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Leigh A. Daniels, CPPB, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Chemtrade Chemicals US, LLC
Attn: Elizabeth Ryno
90 East Halsey Road, Ste 200
Parsippany, NJ 07054

ARTICLE 36 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE

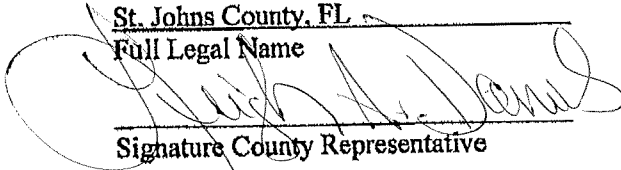
Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL

Full Legal Name


Signature County Representative

Leigh Daniels, CPPB

Printed Name – County Representative

Purchasing Manager

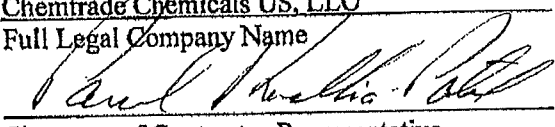
Printed Title

1/20/22
Date of Execution

CONTRACTOR:

Chemtrade Chemicals US, LLO

Full Legal Company Name


Signature of Contractor Representative

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Printed Name & Title

JANUARY 19, 2022

Date of Execution

ATTEST:

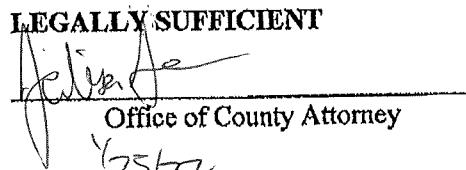
ST. JOHNS COUNTY, FL

CLERK OF CIRCUIT COURT & COMPTROLLER


Clerk

1/20/22
Date of Execution

LEGALLY SUFFICIENT


Office of County Attorney

1/25/22
Date of Execution



St. Johns County Board of County Commissioners

Purchasing Division

January 25, 2022

Mr. Pural Kachhia-Patel
Chemtrade Chemicals US, LLC
90 East Halsey Rd, Ste 200
Parsippany, NJ 07054

**RE: Bid No: 22-03 – Purchase of Water & Wastewater Treatment Chemicals
Aluminum Sulfate
Master Contract No: 22-MCC-CHE-15609**

Dear Mr. Kachhia-Patel:

Enclosed, please find a fully executed original copy of the Contract Agreement for the above referenced services for your files.

If you have any questions related to this contract, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", is written over the typed name.

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0150 – Main
ldaniels@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing Bid No: 22-03 – Chemtrade Chemicals Master Contract File

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.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE



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.

In Process

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

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: _____



St. Johns County Board of County Commissioners

Cherry Torshie

Purchasing Division

 ORIGINAL

November 1, 2021

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 22-03 Purchase Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with your proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Change: The following distribution locations and chemicals used; quantities are updated on the revised Bid Form:

- | | | |
|---|---|--|
| 1. Hastings WTP
Dancy Ave
Hastings, FL 32145 | Chemicals used: Sodium Hypochlorite
Anti-Scalant AWC A-102 S 111+ | 1,100 gal.
330 gal. |
| 2. Hastings WWTP
900 N. Main St.
Hastings, FL 32145 | Chemicals used: Sodium Hypochlorite
Sodium Hydrogen Bi-Sulfite
Micro C 2000 | 10,000 gal.
1,500 gal.
-3,600 gal. |

Questions/Answers:

- Can we please get the current pricing for the products listed on the bid above?
Answer: Attachment #1 provides a list of contractors, chemical provided and current pricing.
- Going through the bid documents I see that the awarded vendor will need to supply a tank for the Anhydrous Ammonia requirement. I don't see anywhere for a price to be input for a tank. Should we just include a tank quote with our proposal?
Answer: No; A quote for the purchase of the tank is not required. The bid document (page 31) states: "Vendor must provide the required storage tank for the Anhydrous Ammonia, to remain at the CR214 WTP throughout the duration of the Contract. The tank shall remain the property of the Vendor, and shall be the responsibility of the Vendor to maintain, repair, or replace as needed". This includes all costs associated with the tank requirements.
- Please provide your current Sodium Hypochlorite price and supplier.
Answer: See Attachment #1
- Please confirm if a 5% bid bond required for this bid?
Answer: A Bid Bond is not required with this bid.
- Can you clarify if substitutes of equal or better will be allowed for "Micro C 2000? Micro C is a brand name for glycerin product of 70%. Our product is also 70% glycerin and is under contract with several Florida locations; Product: Vita-Micro CS 70.
Answer: The requested substitute; Vita-Micro CS-70", is tentatively approved based on additional testing and evaluation as required.

6. We would like to request a current bid tabulation.

Answer: See Attachment #3.

7. How many gallons is the glycerin storage tank? Full tanker deliveries are 4500 gallons.

Answer: At the Marsh Landing WWTP the supplier provides two (2) totes containing 275 gallons each which are refilled by the supplier during delivery; Players Club WWTP has a 3,500 gallon tank; Northwest WWTP has a 1,900 gallon tank and Hastings WWTP has a 1,100 gallon tank.

8. Can 1 year pricing be offered on the bid listed above?

Answer: The Bid Form requests Unit Price and the Extended Price. The Extended Price is the estimated cost based on the estimated quantity for one year.

9. On page 20 ask to list License/Certification, we are a manufacturing company not sure what kind of license/certification that the bid document is requiring.

Answer: Minimum requirement is "to be fully licensed to do business and supply the proposed chemical/s in the State of Florida and St Johns County and must provide or upon award show proof of a current and valid Local Business Tax Receipt for St Johns County". If you are registered for any type of special transport then please provide a copy of that license or certificate also.

THE BID DUE DATE REMAINS: Wednesday, November 10, 2021 AT 2:00 P.M.

Acknowledgment



Sincerely,

Signature and Date NOVEMBER 3, 2021

David E. Pyle, CPPB
Procurement Coordinator

PARUL KACHHIA-PATEL

Printed Name/Title

CHEMTRADE CHEMICALS US LLC

Company Name (Print)

END OF ADDENDUM NO. 1

**Attachments: Attachment #1 Price Listing
Attachment #2 Revised Bid Sheet
Attachment #3 Bid Tabs**

Addendum #1
Attachment #2

BID NO: 22-03

**OFFICIAL COUNTY BID FORM (revised 10/28/21)
ST. JOHNS COUNTY, FLORIDA**

DATE SUBMITTED: NOVEMBER 3, 2021

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BID PROPOSAL OF

CHEMTRADE CHEMICALS US LLC

Full Legal Company Name

90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054 800-441-2659 973-515-4461

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with and having carefully examined the requirements provided in the Bid Documents and Specifications entitled for **Bid No: 22-03: Purchase of Water & Wastewater Treatment Chemicals** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal.

Bidders shall insert the unit and extended prices for each item listed in the price sheet below. In the event of an error between the unit price and extended price, the unit price shall prevail over any extended price. The "Extended Price" shall be the amount derived from the total of unit price times the estimated annual usage. **Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.**

Item/Description	Unit of Measure	Unit Price	Est. Annual Usage	Extended Price
Anhydrous Ammonia	LB	\$ NO BID	26,000lbs	\$
Sodium Hydroxide (50%)	GAL	\$ NO BID	40,000gal	\$
Bisulfite Liquid (Bulk)	GAL	\$ NO BID	56,500gal	\$
55gal Drum	DRUM	\$ NO BID	60 drums	\$
Muriatic / Hydrochloric Acid	GAL	\$ NO BID	400gal	\$
Calcium Hypochlorite (HTH)	LB	\$ NO BID	6,500lbs	\$
Sodium Hypochlorite (Bulk)	GAL	\$ NO BID	361,100gal (WTP)	\$
	GAL	\$ NO BID	320,000gal (WWTP)	\$
Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$ NO BID	8,000gal (WTP)	\$
	GAL	\$ NO BID	8,000gal (WWTP)	\$
Anti-Scalant	GAL	\$ NO BID	3,600gal	\$
MircoC2000	GAL	\$ NO BID	36,000gal (WWTP)	\$
Aluminum Sulfate	GAL	*\$ 0.9320	126,000gal	\$ 117,432.00
55gal Drum	DRUM	\$ NO BID	15 drums	\$
Sulfuric Acid	GAL	\$ NO BID	144,000gal	\$
Poly/Ortho Blend	GAL	\$ NO BID	3,800gal	\$
Ammonium Hydroxide (18%) 55gal Drum	DRUM	\$ NO BID	54 drums	\$

Bidder shall type, or print legibly the Unit Price and Extended Price for each of the items above for which Bidder is bidding. Bidder shall input "No Bid" for any item not included in their submitted Bid Proposal. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid. In the event of a discrepancy between the unit price and extended price entered, the unit price shall prevail.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

*FOR CONVERSION PURPOSES ONLY, PRICE EQUATES TO \$342.71 PER DRY TON. PLEASE NOTE THAT THIS PRICE IS BASED ON MINIMUM DELIVERY QUANTITIES OF 3,000 GALLONS PER THE SPECIFICATIONS ON PAGE 33 OF THE BID DOCUMENT. VOLUMES LOWER THAN THIS AMOUNT ARE SUBJECT TO BE ADJUSTED FOR FREIGHT.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: NOVEMBER 1, 2021

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

In Process

BID NO: 22-03

CORPORATE/COMPANY

Full Legal Company Name: CHEMTRADE CHEMICALS US LLC

By: *Parul Kachhia Patel* PARUL KACHHIA-PATEL, MARKETING SPECIALIST
Signature of Authorized Representative (Name & Title typed or printed)

By: *Elizabeth Ryno* ELIZABETH RYNO, MARKETING SPECIALIST
Signature of Authorized Representative (Name & Title typed or printed)

Address: 90 EAST HALSEY ROAD, SUITE 200, PARSIPPANY, NJ 07054

Telephone No.: (800) 441-2659 Fax No.: (973) 515-4461

Email Address for Authorized Company Representative: bids@chemtradcllogistics.com

Federal I.D. Tax Number: 74-3104940 DUNS #: 790024736
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – Johns County Board of County Commissioners Affidavit
 - Attachment "B" – License / Certification List
 - Attachment "C" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "D" – Conflict of Interest Disclosure Form
 - Attachment "E" – Drug-Free Workplace Form
 - Attachment "F" – Proof of Insurance
 - Attachment "G" – Claims, Liens, Litigation History
 - Attachment "H" – Local Preference
 - Attachment "I" – E-Verify
 - Fully Acknowledged Addenda Applicable to this bid

Bidder must complete, sign (where applicable) and submit the Official County Bid Form, Attachments "A" through "K", and a fully acknowledged copy of each Addendum. One (1) original and two (2) copies of all required forms, and required supplemental information must be submitted.

Bid No.: 22-03

ATTACHMENT "A"
AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF NEW JERSEY
COUNTY OF MORRIS

Before me, the Undersigned authority, PARUL KACHHIA-PATEL (Affiant), who being duly sworn, deposes and says he/she is MARKETING SPECIALIST (Title) of the firm CHEMTRADE CHEMICALS US LLC (Bidder) submitting the attached proposal for the services covered by the Bid Documents for BID NO: 22-03: Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

The affiant further states that no more than one proposal will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 18TH day of OCTOBER, 20 21.

Parul Kachhia-Patel
Signature of Affiant

PARUL KACHHIA-PATEL
Printed Name of Affiant

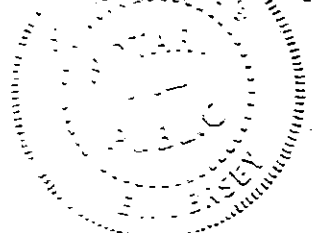
MARKETING SPECIALIST
Printed Title of Affiant

CHEMTRADE CHEMICALS US LLC
Full Legal Name of Consultant/Vendor

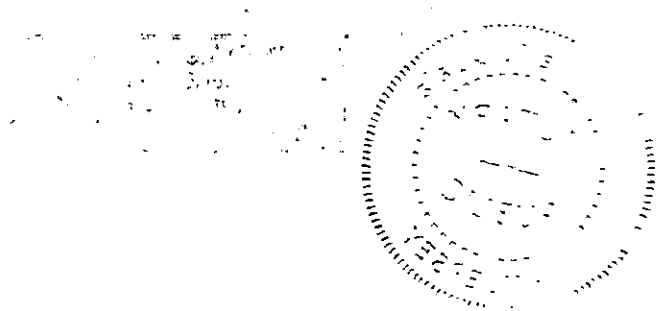
Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18TH day of OCTOBER, 20 21, by PARUL KACHHIA-PATEL, MARKETING SPECIALIST (insert name and title of Affiant), who is personally known to me or has produced PERSONALLY KNOWN as identification.

Christine LaSala
Notary Public
My Commission Expires

Christine A. LaSala
NOTARY PUBLIC OF NEW JERSEY
Commission # 50152901
My Commission Expires 3/4/2028



In Process



Bid No.: 22-03

ATTACHMENT "B"
LICENSE / CERTIFICATION LIST

In In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license and certifications listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
PLEASE SEE ATTACHED			

In Process



2016 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

Certificate Number

CHEMTRADE CHEMICALS US LLC
90 E HALSEY RD
PARSIPPANY, NJ 07054-3713

78-8012968125-5

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to www.myflorida.com/dor and select "*More e-Services*" and then "*Verify resale and exemption certificates*"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

4/15/2014 15:40:16 From: To: 8506176383

Division of Corporations

(1/3)

Page 1 of 1

M0300000368

Florida Department of State Division of Corporations Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H14000090305 3))



Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6383

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850)222-1092
Fax Number : (850)878-5368

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$25.00

RECEIVED

14 APR 15 PM 4: 25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

14 APR 15 AM 10: 07

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

<https://efile.sunbiz.org/scripts/cfilcovr.exe>

APR 16 2014

4/15/2014

T. BROWN

4/15/2014 15:40:16 From: To: 8506176383

(2/3)

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT
BUSINESS IN FLORIDA**

FILED
14 APR 15 AM 10:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECTION I (1-3 must be completed)

- 1. Name of limited liability Company as it appears on the records of the Florida Department of State: GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC
- 2. Jurisdiction of its organization: Delaware
- 3. Date authorized to do business in Florida: 11/03/2003

SECTION II (4-7 complete only the applicable changes)


- 4. New name of the limited liability company: CHEMTRADE CHEMICALS US LLC
(must contain "Limited Liability Company," "L.L.C." or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

- 5. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

- 6. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change:

- 7. Attached is an original certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.


Signature of the authorized representative

DAN DIETZ
Typed or printed name of signer

Filing Fee: \$25.00

4/15/2014 15:40:16 From: To: 8506176383

(3/3)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "GENERAL CHEMICAL PERFORMANCE PRODUCTS LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "CENTRADE CHEMICALS US LLC", THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2014, AT 9:20 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF MARCH, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

3707487 8320

140444900

You may verify this certificate online at corp.delaware.gov/authver.shtml



[Signature]
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1277952

DATE: 04-08-14

BID NO: 22-03

ATTACHMENT "C"
LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Vendor in the performance of this work.

The bidder shall attach a copy of each current license for the Sub-Vendor(s) listed below to this form.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
*FLORIDA ROCK AND TANK	TRANSPORT	MATHEW DENNY	904-858-9112
			mdenny@patriottrans.com
*SERVICE TRANSPORT	TRANSPORT	MARK NINESS	484-459-8490
		REGIONAL SALES DIR	mniness@svtn.com
*PLEASE NOTE THAT PRODUCT SHIPPED, CHEMTRADE CARRIER TO TRANSPORT OUR PRODUCT.		USES BOTH OUR PRIVATE FLEET AND COMMON	

BID NO: 22-03

ATTACHMENT "D"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No: 22-03: Purchase of Water & Wastewater Treatment Chemicals.

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

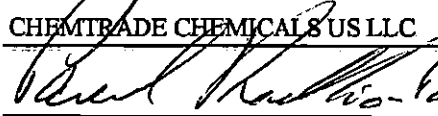
I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

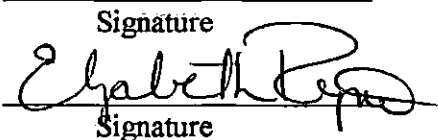
The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

CHEMTRADE CHEMICALS US LLC

Authorized Representative(s):

 PARUL KACHHIA-PATEL
MARKETING SPECIALIST

 ELIZABETH RYNO
MARKETING SPECIALIST

BID NO: 22-03

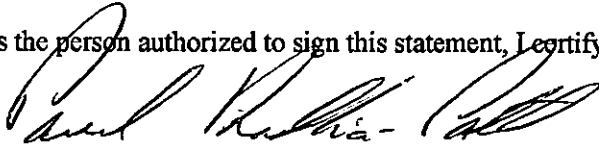
ATTACHMENT "E"
DRUG-FREE WORKPLACE FORM

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

CHEMTRADE CHEMICALS US LLC does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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



Signature PARUL KACHHIA-PATEL
MARKETING SPECIALIST

OCTOBER 18, 2021

Date

BID NO: 22-03

ATTACHMENT "F"
PROOF OF INSURANCE

Bidders shall provide current and valid Certificate(s) of Insurance demonstrating at least the minimum coverage amounts provided in the Bid Documents, or a letter from an appropriately qualified provider certifying the Bidder's ability to obtain the required coverages at the time of award, as part of their bid proposal.

(Attach or insert a copy of "Certificate of Insurance" here)

In Process



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230 CN102200184-STND-GAWUL-21-22	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Chemtrade Holdco US Inc 90 E Halsey Road Parsippany, NJ 07054	INSURER A : Berkley National Insurance Company 38911 INSURER B : Liberty Mutual Insurance Company 23043 INSURER C : N/A N/A INSURER D : XL Specialty Insurance Company 37885 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: HOU-003845695-01 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			AGN 5700000-11	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> SIR: \$1,000,000						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY			AS1-B71-072790-061	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO			AS1-B71-072790-071	05/01/2021	05/01/2022	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> OTHER:						\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			US00099935LI21A	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 100,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA2-B7D-072790-081	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WC2-B71-072790-011	05/01/2021	05/01/2022	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Bid #22-03. For supplying Liquid Aluminum Sulfate.

County is included as additional insured (except Workers Compensation) where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

St. Johns County, A political subdivision of the State of Florida 500 San Sebastian View St. Augustine, FL 32084	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
--	---

POLICY NUMBER: AGN 5700000-11

INTERLINE
IL 83 36 12 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STANDARD NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- COMMERCIAL OUTPUT PROGRAM
- COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Designated Person or Organization and Address:

As required by those entities with whom the Named Insured executes a written contract or agreement with prior to loss and are on file with the underwriter.

Number of Days Advance Notice: 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

If we cancel or nonrenew this policy for any statutorily permitted reason, other than nonpayment of premium, we will mail a copy of the written notice of cancellation or nonrenewal that we sent you to the person or organization show in the Schedule above. We will provide this notification only if there is an existing contractual obligation to notify a certificate holder when this policy is canceled or nonrenewed and we are provided a copy of a certificate of insurance stating such notice will be provided.

This notification of cancellation or nonrenewal to the person or organization shown in the Schedule above is intended as a courtesy only. Our failure to provide such notification to the person or organization shown in the schedule above will not extend any policy cancellation date, negate the cancellation as to any insured or any certificate holder, or provide any additional insurance that would not have been provided in the absence of this endorsement.

This endorsement does not entitle the person or organization shown in the Schedule above of any benefit, rights or protection under this policy. Failure by us to provide this notice of cancellation to the person or organization shown in the Schedule above will not impose liability of any kind upon us.

Any of these provisions in this endorsement that conflict with a law that controls the notice of cancellation of insurance is changed by this statement to comply with the law.

BID NO: 22-03

ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
PLEASE SEE ATTACHED

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
PLEASE SEE ATTACHED

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
PLEASE SEE ATTACHED

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes X No _____ If yes, please explain in detail:

CHEMTRADE CHEMICALS US LLC HAS, IN A FEW INSTANCES, BEEN TERMINATED FOR CONVENIENCE IN THE ORDINARY COURSE OF BUSINESS. NONE OF THESE INSTANCES OF TERMINATION FOR CONVIENCE HAVE A MATERIAL ADVERSE IMPACT ON CHEMTRADE'S ABILITY TO CARRY OUT ITS OBLIGATION UNDER THE APPLICABLE BID IF AWARDED THE CONTRACT.

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No X
If no, please explain why? CHEMTRADE CHEMICALS US LLC HAS RESOLVED CLAIMS IN A SATISFACTORY MANNER. CLAIMS HAVE BEEN SETTLED OUT OF COURT.

7. List the status of all pending claims currently filed against your company:

SEE THE LIST PROVIDED UNDER QUESTIONS 2. THERE MAY BE OTHER NON-MATERIAL CLAIMS IN THE ORDINARY COURSE OF BUSINESS, BUT NONE OF THESE CLAIMS HAVE A MATERIAL ADVERSE IMPACT ON CHEMTRADE'S ABILITY TO CARRY OUT ITS OBLIGATIONS UNDER THE APPLICABLE BID IF AWARDED THE Liquidated Damages CONTRACT.

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X If yes, please explain in detail:

(Use additional or supplemental pages as needed)



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

St. Johns County
Bid Number: 22-03
Bid Opening: November 10, 2021 @ 4PM

ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY

RE: #2 LIST ALL PENDING LITIGATION AND OR ARBITRATION

All **pending litigation** and arbitration matters involving **Chemtrade Chemicals US LLC** include:

- i. Antitrust Claim against General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and some of its affiliates; and
- ii. Chemtrade Chemicals US LLC vs. Fibrant, LLC, Fibrant B.V. and Chemicainvest Holding B.V.

RE: # 3 LIST AND EXPLAIN ALL LITIGATION AND ARBITRATION WITHIN THE PAST SEVEN (7) YEARS-PENDING, RESOLVED, DISMISSED, ETC.

Litigation and arbitration matters involving **Chemtrade Chemicals US LLC** within the past 7 years include:

- i. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC ("Chemtrade"), and certain of its affiliates had been named as defendants in several litigations in federal district court for the District of New Jersey, alleging anticompetitive conduct and related claims with respect to the sale of liquid aluminum sulfate. The named plaintiffs in these actions included U.S. municipalities, and certain private entities. Those cases were settled without any admission of liability. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and certain of its affiliates, were also named defendants in certain state qui tam lawsuits filed by an ex-employee, alleging, among other claims, violations of false claims act statutes, based on the same general conduct alleged in the New Jersey actions. General Chemical Performance Products LLC, now Chemtrade Chemicals US LLC, and its affiliates and current officers, directors and employees, have not been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract. In connection with the subject matter of these legal proceedings, one ex-employee was indicted (but the indictment was subsequently dismissed) and another pled guilty to a violation of the Sherman Act.



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

However, these employees were terminated in 2011 and 2010 respectively, and have not been associated with the company since that time.

- ii. Chemtrade Chemicals US LLC vs. Fibrant, LLC, Fibrant B.V. and Chemicainvest Holding B.V., September 23, 2016 - Superior Court of Gwinnett County, Georgia. Chemtrade [as plaintiff] filed for damages relating to breach of contract. Case still pending.
- iii. Terry and Carolyn Bodiford vs. Chemtrade Chemicals US LLC [and approximately 50+ other defendants], February 19, 2019 - Madison County, 3rd Judicial Circuit Court, IL. Plaintiffs allege that the exposure to asbestos resulted in Mr. Bodiford's mesothelioma. Chemtrade's connection to the case was unclear and the case was dismissed July 22, 2021.
- iv. Thorold Park Redevelopment Inc. and General Chemical Performance Products, LLC (now known as Chemtrade Chemicals US LLC), January 10, 2014 - Ontario Superior Court of Justice. Plaintiff claimed that Chemtrade's Thorold, ON alum plant's pond leached on to neighboring land. This matter has been settled and the lawsuit dismissed.
- v. Lisa Hart, Preston Hart (deceased) et al v. General Chemical Performance Products LLC (now known as Chemtrade Chemicals US LLC) et al [about 30 defendants named], December 17, 2013 - Alameda County Superior Court, California. Asbestos claim. Case dismissed May 5, 2015.
- vi. Other non-material litigation or arbitrations ("Litigation") are in the ordinary course of Chemtrade's business. None of these Litigation matters have a material adverse impact on Chemtrade's ability to carry out its obligations under the applicable bid, if awarded the contract.

RE: #4 Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in details the type of Lien, date, amount and current status of each Lien.

Please see attached table

Type	Date*	Amount	Status
<p>UCC Lien (Delaware state)</p> <p>Financing Statement (20140299115) – Secured Party: Manufacturers and Traders Trust Company, as Collateral Trustee</p> <p>20140728311 – Amendment (Filed 02-14-14)</p> <p>20183101454 – Amendment (Filed 05-07-18)</p> <p>20188631117 - Continuation (Filed 12-12-18)</p>	<p>Filed 01-23-14</p>	<p>All of Debtor’s right, title and interest in all present and after acquired personal property.</p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">In Process</p>	<p>Expiration Date: 01/23/2024</p>

<p>UCC Lien (Delaware state)</p> <p>Financing Statement (20140299842) – Secured Party: Manufacturers and Traders Trust Company, as Collateral Trustee</p> <p>20140966242 – Amendment (03-12-14)</p> <p>20188631158 – Continuation (12-12-18)</p>	<p>Filed 01-23-14</p>	<p>All of Debtor’s right, title and interest in all present and after acquired personal property.</p> <p style="text-align: center; font-size: 48px; opacity: 0.5;">In Process</p>	<p>Expiration Date: 01/23/2024</p>
--	-----------------------	--	--

<p>UCC Lien (Delaware state)</p> <p>Financing Statement (20207008636) – Secured Party: Chemtrade Holdco US Inc.</p>	<p>Filed 10-09-20</p>	<p>The financing statement to which this Annex A is attached and made a part thereof covers all of Debtor/Seller's right, title and interest in, to and under all of the following, whether now or hereafter owned, acquired, existing or arising: (i) all Receivables sold or purportedly sold by the Debtor/Seller to the Secured Party/Buyer from time to time under the Sale Agreement, (ii) all Collections with respect to such Receivables and (iii) the Collection Accounts and all amounts on deposit therein, and (iv) all proceeds of, and all amounts received or receivable under any or all of, the foregoing. Capitalized terms used and not defined herein shall have the meanings set forth below:</p> <p><u>"Account Debtor"</u> means the account debtors listed in <u>Schedule 1</u> of the Purchase Agreement as such schedule is amended from time to time.</p> <p><u>"Collection Account"</u> means, collectively, the Seller Collection Accounts and the Originator Collection Accounts.</p> <p><u>"Collections"</u> means, with respect to each Receivable, all proceeds thereof.</p> <p><u>"Joinder Agreement"</u> means the Joinder Agreement dated as of October 9, 2020, between the Secured Party/Purchaser, as seller, and HSBC Bank Canada, as purchaser, pursuant to which the Secured Party/Purchaser joins the Purchase Agreement as an additional "seller" (as such agreement may be amended, modified or supplemented from time to time).</p> <p><u>"Originator"</u> means the Debtor/Seller and each of the other persons listed on <u>Schedule 3</u> to the Purchase Agreement (as amended by the Joinder) as an "Originator" (as that Schedule may be amended from time to time).</p> <p><u>"Originator Collection Account"</u> means each account maintained in the name of the Secured Party/Buyer and the Debtor/Seller, as an originator, and linked to a Seller Collection Account as more particularly described in <u>Schedule 2</u> and <u>Schedule 4</u> to the Purchase Agreement (as amended by the Joinder Agreement).</p>	<p>Expiration Date: 10/09/2025</p>
---	-----------------------	--	--

		<p>"Purchase Agreement" means the Receivables Purchase Agreement dated October 9, 2020, between Chemtrade Logistics Inc., as a seller and HSBC Bank Canada (as such agreement may be amended, modified or supplemented from time to time, including pursuant to the Joinder Agreement).</p> <p>"Receivables" means any indebtedness or other payment obligation owing to the Debtor/Seller (at the time it arises, and before giving effect to any sale and assignment to the Debtor/Seller under the Sale Agreement) by any Account Debtor (whether constituting an account, payment intangible or otherwise), including any right to payment of interest or finance charges and other obligations of such Account Debtor with respect thereto, arising out of the Debtor/Seller's or any Originator's sale and delivery of goods or sale and provision of services.</p> <p>"Sale Agreement" means the US Originator Sale Agreement, dated as of October 9, 2020, between the Secured Party/Buyer, as buyer, and the Debtor/Seller, as an originator, the other "originators" party thereto (as such agreement may be amended, modified or supplemented from time to time).</p> <p>"Seller Collection Accounts" means each account maintained in the name of the Secured Party/Buyer in trust for HSBC Bank Canada, as more particularly described in the <u>Schedule 2</u> of the Purchase Agreement (as amended by the Joinder Agreement), as such Schedule may be amended from time to time.</p> <p>"UCC": means the Uniform Commercial Code as from time to time in effect in the State of New York; provided, if by reason of mandatory provisions of law, the perfection, the effect of perfection or non-perfection or the priority of the ownership interests Secured Party/Buyer is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.</p> <p>ANY ATTEMPT BY A THIRD PARTY TO ACQUIRE AN INTEREST IN THE COLLATERAL DESCRIBED IN THIS FINANCING STATEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE SECURED PARTY/BUYER HEREUNDER WILL VIOLATE THE RIGHTS OF THE SECURED PARTY/BUYER.</p>	
<p>UCC Lien (Delaware state)</p> <p>Financing Statement (20218072598) – Secured Party: Citibank, N.A., Its Branches,</p>	<p>Filed 01-20-21</p>	<p>All right, title and interest of CHEMTRADE CHEMICALS US LLC ("Debtor") in and to all accounts receivable and other forms of payment obligations and related rights owing to Debtor by WestRock Company and its subsidiaries and affiliates (and any successor entity thereto, whether by operation of law, name change, merger or otherwise), that are purchased from time to time by Secured Party under that certain "Supplier Agreement" (or other form of purchase agreement) between Debtor and Secured Party, as amended, supplemented or otherwise modified from time to time, whether in the form of accounts, chattel paper, general intangibles, payment intangibles, instruments or otherwise, and all collections thereon and proceeds thereof, and whether now existing or hereafter created.</p>	<p>Expiration Date: 01/20/2026</p>

Subsidiaries and Affiliates			
UCC Lien (Delaware state) Financing Statement (20210504119) – Secured Party: Citibank, N.A., Its Branches, Subsidiaries and Affiliates	Filed 10-08-21	<p>All right, title and interest of CHEMTRADE CHEMICALS US LLC ("Debtor") in and to all accounts receivable and other forms of payment obligations and related rights owing to Debtor by INTERNATIONAL PAPER COMPANY and its subsidiaries and affiliates (and any successor entity thereto, whether by operation of law, name change, merger or otherwise), that are purchased from time to time by Secured Party under that certain "Supplier Agreement" (or other form of purchase agreement) between Debtor and Secured Party, as amended, supplemented or otherwise modified from time to time, whether in the form of accounts, chattel paper, general intangibles, payment intangibles, instruments or otherwise, and all collections thereon and proceeds thereof, and whether now existing or hereafter created.</p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">In Process</p>	Expiration Date: 10/08/2026
Other non-material Liens are in the ordinary course of Chemtrade's business and have no material adverse impact on Chemtrade's ability to carry out its obligations under the applicable bid, if awarded the contract.			



90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Parul Kachhia-Patel
Marketing Specialist
Ph: 973-515-1855
Email: bids@chemtradelogistics.com

In Process

BID NO: 22-03

ATTACHMENT "H"
LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "I" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "I".

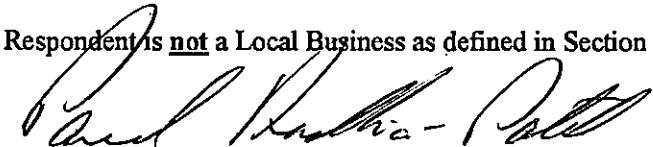
In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-vendors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-vendors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-vendors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual X



Signature – Authorized Respondent Representative

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Printed Name & Title

OCTOBER 18, 2021

Date of Signature

BID NO: 22-03

ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF MORRIS

I, PARUL KACHHIA-PATEL (hereinafter "Affiant"), being duly authorized by and on behalf of CHEMTRADE CHEMICALS US LLC (hereinafter "Vendor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 22-03 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Vendor's breach.

DATED this 18TH day of OCTOBER, 2021.
Parul Kachhia Patel
Signature of Affiant

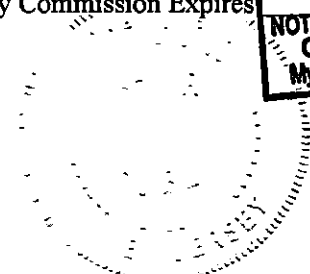
PARUL KACHHIA-PATEL
Printed Name of Affiant

MARKETING SPECIALIST
Printed Title of Affiant

CHEMTRADE CHEMICALS US LLC
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 18TH day of OCTOBER, 2021, by PARUL KACHHIA-PATEL, MARKETING SPECIALIST (insert name and title of Affiant), who is personally known to me or has produced PERSONALLY KNOWN as identification.

Christine LaSala
Notary Public
My Commission Expires _____
Christine A. LaSala
NOTARY PUBLIC OF NEW JERSEY
Commission # 50162901
My Commission Expires 3/4/2028



E-Verify

Employment Eligibility Verification

Welcome
Pauline Mayes

User ID
PMAY1064

Last Login
12:30 PM - 03/04/2014

Log Out



Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: Chemtrade

Company ID Number: 759558

Doing Business As (DBA) Name:

DUNS Number:

[View / Edit](#)

Physical Location:

Address 1: 90 E. Halsey Rd

Address 2:

City: Parsippany

State: NJ

Zip Code: 07054

County: MORRIS

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 980384442

Total Number of Employees: 500 to 999

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 325 - CHEMICAL MANUFACTURING

[View / Edit](#)

Total Hiring Sites: 37

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)

[View MOU](#)



CHEMTRADE

DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel	Lisa Brownlee	Paul Peters	Elizabeth Ryno
Leilina Gossa	Christine LaSala	Delana Peralta	Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 8th day of April, 2021

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

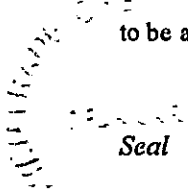
I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation; to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 8th day of April, 2021.



Susan Pare
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses



Year 2018

U.S. Department of Labor

Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment Name Chemtrade Solutions LLC

City Jacksonville State FL

Identify The Person			Describe The Case			Classify The Case																										
(A)	(B)	(C)	(D)	(E)	(F)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness: (M)																				
Case No.	Employee's Name	Job Title (e.g. Welder)	Date of injury or onset of illness (mo/day)	Where the event occurred (e.g. Loading dock north end)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained At Work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses															
							Job transfer or restriction	Other recordable cases	(G)									(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)				
Totals:																																
<p>Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.</p>																																
												(1)	(2)	(3)	(4)	(5)	(6)															

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2018



U.S. Department of Labor

Occupational Safety and Health Administration

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Form approved OMB no. 1218-0176

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number Of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)
Number Of Days			
Total number of days away from work		Total number of days of job transfer or restriction	
0		0	
(K)		(L)	
Injury and Illness Types			
Total number of...			
(M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0
Post this Summary page from February 1 to April 30 of the year following the year covered by the form.			
Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.			

Establishment Information	
Your establishment Name	Chemtrade Solutions LLC
Street	5930 Soutel Drive
City	Jacksonville State FL Zip 32219
Industry description (e.g., Manufacture of motor truck trailers)	Inorganic Chemical Manufacturing
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	OR
North American Industrial Classification (NAICS), if known (e.g., 336212)	325180
Employment Information	
Annual average number of employees	4
Total hours worked by all employees last year	8,426.8
Sign Here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company Executive	Title
Phone	Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses



Year 2019
 U.S. Department of Labor
 Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment Name Chemtrade Solutions LLC
 City Jacksonville State FL

Identify The Person			Describe The Case			Classify The Case												
(A)	(B)	(C)	(D)	(E)	(F)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness: (M)						
Case No.	Employee's Name	Job Title (e.g. Welder)	Date of injury or onset of illness (mo/day)	Where the event occurred (e.g. Loading dock north end)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained At Work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
								Job transfer or restriction	Other recordable cases	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)	
Totals:																		
<p>Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.</p>																		
												(1)	(2)	(3)	(4)	(5)	(6)	

OSHA's Form 300A (Rev. 01/2004)

Year 2019



Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor

Occupational Safety and Health Administration

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Form approved OMB no. 1218-0176

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number Of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)
Number Of Days			
Total number of days away from work	Total number of days of job transfer or restriction		
0	0		
(K)	(L)		
Injury and Illness Types			
Total number of...			
(M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0
Post this Summary page from February 1 to April 30 of the year following the year covered by the form.			
Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.			

Establishment Information	
Your establishment Name	Chemtrade Solutions LLC
Street	5930 Soutel Drive
City	Jacksonville State FL Zip 32219
Industry description (e.g., Manufacture of motor truck trailers)	Inorganic Chemical Manufacturing
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	OR
North American Industrial Classification (NAICS), if known (e.g., 336212)	325180
Employment Information	
Annual average number of employees	3
Total hours worked by all employees last year	9,376.0
Sign Here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Company Executive	Title
Phone	Date

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor

Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment Name Chemtrade Solutions LLC
 City Jacksonville State FL

Identify The Person			Describe The Case			Classify The Case												
(A)	(B)	(C)	(D)	(E)	(F)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness: (M)								
Case No.	Employee's Name	Job Title (e.g. Welder)	Date of injury or onset of illness (mo/day)	Where the event occurred (e.g. Loading dock north end)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained At Work		Away From Work (days)	On job transfer or restriction (days)	Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
							Job transfer or restriction	Other recordable cases	(K)									(L)
Totals:																		
Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.																		
																	(1)	(2)

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor

Occupational Safety and Health Administration

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Form approved OMB no. 1218-0176

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number Of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)
Number Of Days			
Total number of days away from work		Total number of days of job transfer or restriction	
0		0	
(K)		(L)	
Injury and Illness Types			
Total number of...			
(M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0
Post this Summary page from February 1 to April 30 of the year following the year covered by the form.			
Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.			

Establishment Information

Your establishment Name Chemtrade Solutions LLC

Street 5930 Soutel Drive

City Jacksonville State FL Zip 32219

Industry description (e.g., Manufacture of motor truck trailers)
Inorganic Chemical Manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
325180

Employment Information

Annual average number of employees 3

Total hours worked by all employees last year 6,953.0

Sign Here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company Executive _____ Title _____

Phone _____ Date _____

Regulatory Matters – Chemtrade Logistics**Previous 3 years – All citations have been or are in the process of being investigated and abated****Safety and Health Matters**

Safety and Health Matters				
Date	Type	Agency	Description	Location

Environmental Matters

Environmental Matters				
Date	Type	Agency	Description	Location
September 2, 2021	Notice of Violation	State of Florida	Late reporting of facilities discharge monitoring reports	Jacksonville, FL

Transportation Matters

Transportation Matters				
Date	Type	Agency	Description	Location
October 14, 2020	Notice of Violation	Florida Highway Patrol	Trailer marker lights inoperable.	Jacksonville, FL



Water Chemicals Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

REFERENCES

The following is a list of 4 customers Chemtrade Chemicals US, LLC currently supplies with Liquid Aluminum Sulfate for the 2021 and 2020 calendar years (and prior). If you need additional references, please do not hesitate to contact us and we can provide more information.

Pinellas County Utilities
400 S. Fort Harrison Ave.
Clearwater, FL 33756
Contact: Bryant Williams
Purchasing
Phone: 727-464-3766
Email: bwilliams@pinellascounty.org

City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174
Contact: Rob Hart
Purchasing Coordinator
Phone: 386-676-3223
Email: rob.hart.ormondbeachl.org

Lake County Water Authority
107 North Lake Avenue
Tavarse, FL 32778
Contact: Jason Danaher
Water Resources Mgr
Phone: 352-324-6141
Email: jdanager@lcwa.org

Manatee County
1112 Manatee Avenue West
Bradenton, FL 34205
Contact: Bonnie Sietman
Senior Buyer
Phone: 941-749-3046
Email: bonnie.sietman@mymanatee.org

To obtain sample please contact City of Ormond Beach.

Water Treatment Group



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2659
Fax: (973) 515-4461
www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals US LLC certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel

Parul Kachhia-Patel
Marketing Specialist

In Process


**CHEMTRADE ANALYTICAL SERVICES LABORATORY
REPORT OF ANALYSIS**

To: Parul Patel
cc:

Lab. Log # 1090804

SAMPLES: Liquid Alum, Standard - Semi-Annual Audit
Lot# JA1090101

ORIGIN: Jacksonville

All analyses are reported as PPM unless stated otherwise

PARAMETER	Concentration	PARAMETER	Concentration
As	<2	% Al ₂ O ₃ (total by wt)	8.3
Ba	<1	% Free Al ₂ O ₃ (free by wt)	0.16
Be	<1	% Fe ₂ O ₃ (total soluble by wt)	0.166
Ca	80	% Insolubles (by wt)	0.006
Cd	<1	Turbidity (NTU)	26.8
Co	<1		
Cr	28		
Cu	<1		
Fe	1160		
Hg	<0.5		
K	5		
Mg	18		
Mn	3		
Mo	<1		
Na	33		
Ni	<1		
P	26		
Pb	<1.5		
Sb	<1.5		
Se	<1		
Si	25		
Sn	<1		
Sr	2		
Ti	45		
Tl	<1.5		
V	16		
Zn	2		
Zr	6		

NOTES:

Product within specification for all parameters analyzed.

Analysts
Andrew Carr
Kathleen Whalen

Record
TCESL06/170
44462.518

Report Date
10/6/2021
PP 10/27/2021

Chemtrade is not engaged in the business of consulting or providing technical, operational or safety advice for a fee. Any such advice provided herein has been furnished as an accommodation and without charge and is made without any warranty of representation as to its completeness, accuracy, fitness for a particular purpose or any other matter. The recipient's use or non-use of such advice is made solely at the discretion and risk of the recipient.

10/27/2021;
1090804 Jacksonville Alum.xls


CHEMTRADE
<http://www.chemtradelogistics.com>

Liquid Alum PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate		
C.A.S.	10043-01-3 (Aluminum sulfate)		
	pH (neat)		1.4 - 2.6
	Specific Gravity @ 21°C (70°F)		1.30 - 1.35
	Freezing Point		-16°C (4°F)
	Density, lbs./gal., US		10.8 - 11.3
	Aluminum as Al, %		4.2 - 4.5
	Aluminum as Al ₂ O ₃ , %		8.0 - 8.4
	Aluminum as Al ₂ (SO ₄) ₃ •14H ₂ O (Dry Alum), %		46 - 49

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
----------------	----------	-------------------------------	-------------------------

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)
 Hazard Class: 8 ID Number: UN3264 Packing Group: III
 The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
 315-478-2323 or 800-255-7589

Water Treatment Chemicals
 Customer Service 844-204-9675

CHE-5001P-1

Revision Date: April 10, 2020

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 06/11/2019 Date of Issue: 05/01/2015

Version: 9.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Alum

Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

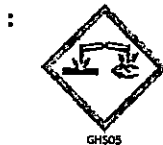
Aquatic Acute 3 H402

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms



Signal Word

: Danger

Hazard Statements

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

Precautionary Statements

: P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water.

P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P321 - Specific treatment (see section 4 on this SDS).
 P363 - Wash contaminated clothing before reuse.
 P390 - Absorb spillage to prevent material damage.
 P405 - Store locked up.
 P406 - Store in corrosive resistant container with a resistant inner liner.
 P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	30 - 55	Not classified
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

Full text of H-phrases: see section 16

**As $Al_2(SO_4)_3 \cdot 14H_2O$ (Dry Aluminum Sulfate).

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

Skin Contact: Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: May cause skin irritation and eye damage.

Inhalation: May be corrosive to the respiratory tract.

Skin Contact: May cause irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Can liberate toxic and corrosive fumes of SO₂ and SO₃ under extreme conditions when boiled to dryness or heated above 600 ° C (1112 °F).

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemical resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles and face shield.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear
Odor	: Odorless
Odor Threshold	: Not available
pH	: 1.4 - 2.6
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -15.56 °C (3.99 °F)
Boiling Point	: 101 °C (213.8 °F)
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.30 – 1.35
Solubility	: Water: Completely miscible in water
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: May causes skin irritation and eye damage.

pH: 1.4 - 2.6

Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May be corrosive to the respiratory tract.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)	
LC50 Fish 1	100 mg/l (Exposure time: 96h – Species: Carassius auratus (static))
EC50 Daphnia 1	12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)
LD50 Fish 2	33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas (flow-through))

Persistence and Degradability

Liquid Alum	
Persistence and Degradability	Not established.

Bioaccumulative Potential

Liquid Alum	
Bioaccumulative Potential	Not established.

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 13: DISPOSAL CONSIDERATIONS





Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not present	Not present	No

SARA 311/312

Liquid Alum
Immediate (acute) health hazard

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 06/11/2019

Revision Summary

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H318	Causes serious eye damage
H402	Harmful to aquatic life

NFPA 704

NFPA Health Hazard : 2
 NFPA Fire Hazard : 0
 NFPA Reactivity Hazard : 1

HMIS Rating

Health : 2
 Flammability : 0
 Physical : 1
 PPE See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances
 ACGIH - American Conference of Governmental Industrial Hygienists
 AIHA - American Industrial Hygiene Association
 ATE - Acute Toxicity Estimate
 BCF - Bioconcentration factor
 BEI - Biological Exposure Indices (BEI)
 CAS No. - Chemical Abstracts Service number
 CERCLA RQ - Comprehensive Environmental Response, Compensation, and

LC50 - Median Lethal Concentration
 LD50 - Median Lethal Dose
 LOAEL - Lowest Observed Adverse Effect Level
 LOEC - Lowest-observed-effect Concentration
 Log Pow - Octanol/water Partition Coefficient
 NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
 NIOSH - National Institute for Occupational Safety and Health

06/11/2019

EN (English US)

SDS#: CHE-50015

7/8

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCS - Japanese Existing and New Chemical Substances Inventory	PDSCL - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
ERC50 - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China	TDG - Transport Canada Transport of Dangerous Goods Regulations
IMDG - International Maritime Dangerous Goods Code	TLM - Median Tolerance Limit
INSQ - Mexican National Inventory of Chemical Substances	TLV - Threshold Limit Value
ISHL - Japan Industrial Safety and Health Law	TPQ - Threshold Planning Quantity
	TSCA - United States Toxic Substances Control Act
	TWA - Time Weighted Average
	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue
Syracuse, NY 13204
United States

315-478-2323

[Visit this company's website](http://www.chemtradelogistics.com/main/)

[\(http://www.chemtradelogistics.com/main/\)](http://www.chemtradelogistics.com/main/)

Facility : Middletown, OH

Aluminum Sulfate[AL]

Trade Designation

Alum

Aluminum Sulfate

Clar+Ion® A1

Clar+Ion® A10

Clar+Ion® A15

Clar+Ion® A20

Clar+Ion® A3

Clar+Ion® A5

Clar+Ion® A7

Gen+Pas® 701

Gen+Pas® 703

Gen+Pas® 705

Gen+Pas® 707

Gen+Pas® 710

Gen+Pas® 715

Gen+Pas® 720

Liquid Alum

Liquid Alum Acidized 0.5-10.0%

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

400 mg/L

400 mg/L

400 mg/L

400 mg/L

263 mg/L

208 mg/L

400 mg/L

400 mg/L

400 mg/L

400 mg/L

400 mg/L

400 mg/L

400 mg/L

400 mg/L

263 mg/L

208 mg/L

400mg/L

400 mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Ferric Sulfate

Trade Designation

Product Function

Max Use



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Sunday, October 17, 2021** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=chemtrade&PlantState=Florida+FL&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&PlantState=Florida+FL&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

Visit this company's website

(<http://www.chemtradelogistics.com/main/>)

Facility : Jacksonville, FL

Aluminum Sulfate[AL]

Trade Designation

Alum

Aluminum Sulfate Liquid

Liquid Alum

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

400 mg/L

400 mg/L

400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Facility : Tampa, FL**Aluminum Sulfate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds

In Process

Water Treatment Group



CHEMTRADE

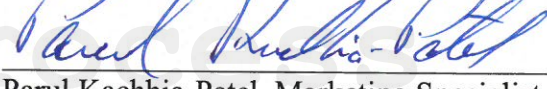
90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2653
Fax: (973) 515-4461
www.chemtradelogistics.com

Contractor E-Verify Affidavit

I, Parul Kachhia-Patel, Marketing Specialist, hereby certify that Chemtrade Chemicals, US LLC does not employ, contract with or subcontract with, an unauthorized alien and is otherwise in full compliance with Section 448.095, Florida Statutes.

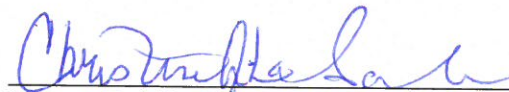
All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Chemtrade Chemicals US, LLC's proof of registration in the E-Verify system is attached to this Affidavit.

In Progress 

Parul Kachhia-Patel, Marketing Specialist
Chemtrade Chemicals, US LLS
February 7, 2022

This foregoing instrument was acknowledged before me by means of physical presence on this 7th day of February, 2022 by Christine LaSala, Marketing Specialist of Chemtrade Chemicals, US, LLC. She is personally known to me.

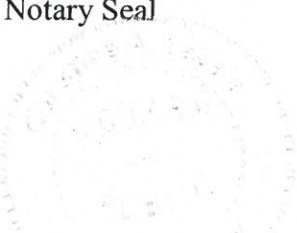


Notary Public Signature



Name typed, printed or stamped, with commission

Notary Seal





Employment Eligibility Verification

Welcome Pauline Hayes User ID P15AY1064 Last Login 12:30 PM - 05/04/2014 Log Out

Click any for help

- Home
- My Cases
 - New Case
 - View Cases
 - Search Cases
- My Profile
 - Edit Profile
 - Change Password
 - Change Security Questions
- My Company
 - Edit Company Profile
 - Add New User
 - View Existing Users
 - Close Company Account
- My Reports
 - View Reports
- My Resources
 - View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name: Chemtrade

Company ID Number: 759558

Doing Business As (DBA) Name:

DUNS Number:

View / Edit

Physical Location:

Address 1: 90 E. Halsey Rd

Address 2:

City: Parsippany

State: NJ

Zip Code: 07054

County: MORRIS

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 980384442

Total Number of Employees: 500 to 999

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 325 - CHEMICAL MANUFACTURING

View / Edit

Total Hiring Sites: 37

View / Edit

Total Points of Contact: 1

View / Edit

View MOU

Water Treatment Group



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2653
Fax: (973) 515-4461
www.chemtradelogistics.com

Contractor E-Verify Affidavit

I, Parul Kachhia-Patel, Marketing Specialist, hereby certify that Chemtrade Chemicals, US LLC 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 Chemtrade Chemicals US, LLC's proof of registration in the E-Verify system is attached to this Affidavit.

In Progress

Parul Kachhia-Patel, Marketing Specialist
Chemtrade Chemicals, US LLS
February 7, 2022

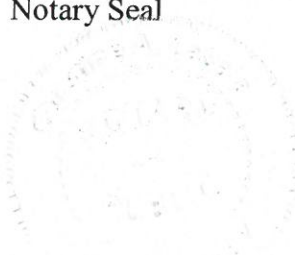
This foregoing instrument was acknowledged before me by means of physical presence on this 7th day of February, 2022 by Christine LaSala, Marketing Specialist of Chemtrade Chemicals, US, LLC. She is personally known to me.

Notary Public Signature



Name typed, printed or stamped, with commission

Notary Seal





Employment Eligibility Verification

Welcome Pauline Hayes User ID P15AY1064 Last Login 12:30 PM - 05/04/2014 Log Out

Click any ? for help

- Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Information

Company Name: Chemtrade

View / Edit

Company ID Number: 759558

Doing Business As (DBA) Name:

DUNS Number:

Physical Location:

Address 1: 90 E. Halsey Rd

Address 2:

City: Parsippany

State: NJ

Zip Code: 07054

County: MORRIS

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 980384442

Total Number of Employees: 500 to 999

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 325 - CHEMICAL MANUFACTURING

View / Edit

Total Hiring Sites: 37

View / Edit

Total Points of Contact: 1

View / Edit

View MOU

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department	UTILITY	Amount	As Needed
Item Key	13149	Account	54029083 063000 85005
Subject	RESOLUTION 2022-XX APPROVING MASTER SERVICE AGREEMENTS WITH PBM CONSTRUCTORS, INC. AND S.E.CLIN CONSTRUCTION, INC. FOR WATER AND WASTEWATER EMERGENCY CONSTRUCTION SERVICES ON AN AS NEEDED BASIS		
Presenter : Danny Ashburn			
<p>Background : COUNCIL PRIORITY: This is for standard operations.</p> <p>The Utility Department is faced with a number of emergency construction scenarios including failed potable water mains, sewer force mains, gravity sewer manholes, reuse water mains, pump stations and treatment plant process equipment. Such types of failures may represent an immediate health or safety hazard to the public and/or public means of transportation.</p> <p>In accordance with the City’s Purchasing Policy, City staff advertised and solicited bids from qualified underground utility contractors for emergency construction services to assist utility staff with emergency repairs in the Water Distribution, Wastewater Collection and Reuse Distribution systems. Staff reviewed bids from PBM Constructors, Inc. of Jacksonville, Florida and S.E. Cline Construction, Inc. of Palm Coast, Florida and deemed both were qualified and an intent to award was issued on January 12, 2022. The project bid overview and notice of intent to award are attached.</p> <p>Staff recommends City Council approve one year master services agreements with two optional one year renewals with PBM Constructors, Inc. and S.E. Cline Construction, Inc.</p> <p>These services will be used on an as-needed basis for emergency purposes. Funds are appropriated in the Operating Budget of the Utility Enterprise Fund.</p>			
<p>Recommended Action : ADOPT RESOLUTION 2022-XX APPROVING MASTER SERVICE AGREEMENTS WITH PBM CONSTRUCTORS INC. AND S.E. CLINE CONSTRUCTION FOR EMERGENCY CONSTRUCTION SERVICES ON AN AS NEEDED BASIS</p>			

RESOLUTION 2022-_____
PBM CONSTRUCTORS, INC. AND S.E. CLINE CONSTRUCTION, INC.
WATER AND WASTEWATER
EMERGENCY CONSTRUCTION SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER SERVICES AGREEMENTS WITH PBM CONSTRUCTORS INC. AND S.E. CLINE CONSTRUCTION INC., FOR WATER AND WASTEWATER EMERGENCY CONSTRUCTION SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, PBM Constructors Inc. and S.E. Cline Construction Inc., have expressed a desire to provide water and wastewater emergency construction services to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires for PBM Constructors Inc. and S.E. Cline Construction Inc. to provide water and wastewater emergency construction services to the City of Palm Coast.

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

SECTION 1. APPROVAL OF MASTER SERVICES AGREEMENTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master services agreements with PBM Constructors Inc. and S.E. Cline Construction Inc., to provide water and wastewater emergency construction services, which are attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit "A" – Master Services Agreement-PBM Constructors Inc. and S.E. Cline Construction Inc.



ITB-UT-22-15 - EMERGENCY WATER AND WASTEWATER CONSTRUCTION SERVICES

Project Overview

Project Details	
Reference ID	ITB-UT-22-15
Project Name	EMERGENCY WATER AND WASTEWATER CONSTRUCTION SERVICES
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 selecting qualified contractors to perform water and wastewater EMERGENCY construction services under a Master Services Agreement.
Open Date	Dec 22, 2021 8:00 AM EST
Intent to Bid Due	Jan 05, 2022 2:00 PM EST
Close Date	Jan 06, 2022 2:00 PM EST

Awarded Suppliers	Reason	Score
S.E. Cline Construction, Inc.		93.45 pts
PBM Constructors, Inc.		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Price Schedule Form	Jan 06, 2022 2:07 PM EST	Jesse Scott
References	Jan 06, 2022 2:07 PM EST	Jesse Scott
Required Forms	Jan 06, 2022 2:07 PM EST	Jesse Scott
Detailed Price Form	Jan 06, 2022 2:07 PM EST	Jesse Scott
Licenses	Jan 06, 2022 2:07 PM EST	Jesse Scott

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
ralph hand	Jan 10, 2022 6:22 AM EST	No



Jesse Scott	Jan 06, 2022 2:07 PM EST	No
Mike Hughes	Jan 11, 2022 2:51 PM EST	No
James Melley	Jan 11, 2022 8:39 AM EST	No



Project Criteria

Criteria	Points	Description
Admin Review	Pass/Fail	Documents completed and submitted as required and requested.
Admin Price Review	100 pts	Direct entry of each bid submitted
Technical Review Bid Documents	Pass/Fail	References checked? Technical specifications met?
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	100 pts	



Scoring Summary

Active Submissions

	Total	Admin Review	Admin Price Review	Technical Review Bid Documents	Technical Price Review
Supplier	/ 100 pts	Pass/Fail	/ 100 pts	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	100 pts (\$1,995.00)	Pass	Pass
S.E. Cline Construction, Inc.	93.45 pts	Pass	93.45 pts (\$2,134.86)	Pass	Pass



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-22-15 - EMERGENCY WATER AND WASTEWATER
CONSTRUCTION SERVICES

Date: 1/12/2022

Appeal Deadline: Appeals must be filed by 5:00 PM on 1/18/2022

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$1,995.00
S.E. Cline Construction, Inc. Palm Coast, FL	\$2,134.86

The intent of the City of Palm Coast is to award ITB-UT-22-15 to both PBM Constructors, Inc. and S.E. Cline Construction, 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.

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

Department STORMWATER Item Key 13184	Amount \$753,500.00 Account #54029086-063000-84002										
Subject RESOLUTION 2022 -XX APPROVING A CONTRACT WITH ECONOMY ELECTRIC CO., FOR WATER TREATMENT PLANT 1 ELECTRICAL UPGRADES AND APPROVAL OF A 10% PROJECT CONTINGENCY											
Presenter: Carl Cote, Director Engineering and Stormwater											
Background : COUNCIL PRIORITY: This item is for standard operations.											
<p>Water Treatment Plant 1 needs electrical upgrades to maintain functionality of the plant. City Staff has determined a need to replace three (3) active motor control centers located at water treatment plant 1. The scope of this project includes the demolition/removal and replacement of all three motor control centers. This will be a sequenced phased project. Electrical shutdowns will be time-limited during the duration of this project.</p> <p>City staff advertised the project (ITB-UT-22-01) and received two (2) bids that were deemed responsive and responsible. City staff recommends awarding the contract, in the amount of \$685,000.00, to the low bidder Economy Electric Co. Staff is also requesting a 10% contingency (\$68,500) to be approved in case of unforeseen circumstances and/or unknown conditions, for a total project cost of \$753,500.</p> <p>The notice of intent to award the project bid overview is attached to this agenda item.</p> <p>Funds for this project are budgeted in the Utility 5-Year Capital Improvement Plan.</p>											
SOURCE OF FUNDS WORKSHEET FY 2022											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Utility Capital WTP 1 54029086-063000-84002</td> <td style="text-align: right;">\$ 1,210,000.00</td> </tr> <tr> <td>Total Expended/Encumbered to Date.....</td> <td style="text-align: right;">208,057.44</td> </tr> <tr> <td>Pending Work Orders/Contracts.....</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Current (WO/Contract).....</td> <td style="text-align: right;"><u>753,500.00</u></td> </tr> <tr> <td>Balance.....</td> <td style="text-align: right;">\$ 248,442.56</td> </tr> </table>		Utility Capital WTP 1 54029086-063000-84002	\$ 1,210,000.00	Total Expended/Encumbered to Date.....	208,057.44	Pending Work Orders/Contracts.....	0	Current (WO/Contract).....	<u>753,500.00</u>	Balance	\$ 248,442.56
Utility Capital WTP 1 54029086-063000-84002	\$ 1,210,000.00										
Total Expended/Encumbered to Date.....	208,057.44										
Pending Work Orders/Contracts.....	0										
Current (WO/Contract).....	<u>753,500.00</u>										
Balance	\$ 248,442.56										
Recommended Action : ADOPT RESOLUTION 2022 -XX APPROVING A CONTRACT WITH ECONOMY ELECTRIC CO., FOR WATER TREATMENT PLANT 1 ELECTRICAL UPGRADES AND APPROVAL OF A 10% PROJECT CONTINGENCY											

RESOLUTION 2022-_____
WTP 1 ELECTRICAL UPGRADES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH ECONOMY ELECTRIC CO., FOR WATER TREATMENT PLANT 1 ELECTRICAL UPGRADES AND APPROVAL OF A 10% PROJECT CONTINGENCY; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Economy Electric Co., desires to provide electrical upgrades, the removal and replacement of three motor control centers as part of the Water Treatment Plant 1 Electrical Upgrades project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with the Economy Electric Co. for the above mentioned services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council hereby approves the terms and conditions of a contract with Economy Electric Co., for the Water Treatment Plant 1 Electrical Upgrades, and approval of a 10% project contingency, 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 work order 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 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

ATTACHMENT: EXHIBIT "A" – CONTRACT WITH ECONOMY ELECTRIC, CO.



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-22-01 - WTP 1 ELECTRICAL UPGRADES; MCC 1, 2 & 3 REPLACEMENT

Date: 1/27/2022

Appeal Deadline: Appeals must be filed by 5:00 PM on 2/1/2022

Firm	Bid
Economy Electric Co. Daytona Beach, FL	\$685,000.00
Eau Gallie Electric, Inc. Melbourne, FL	\$694,000.00

The intent of the City of Palm Coast is to award ITB-UT-22-01 to Economy Electric Co.

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

For questions regarding the NOIT please contact Procurement Coordinator CLuedke@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-22-01 - WTP 1 ELECTRICAL UPGRADES; MCC 1, 2 & 3 REPLACEMENT

Project Overview

Project Details	
Reference ID	ITB-UT-22-01
Project Name	WTP 1 ELECTRICAL UPGRADES; MCC 1, 2 & 3 REPLACEMENT
Project Owner	Casey Luedke
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking qualified bidder proposals for an electrical project at Water Treatment Plant #1. WTP1 is located at 4 Corporate Drive North, Palm Coast, FL 32137. The scope of this project includes the demolition/removal and replacement of three (3) active motor control centers. This will be a sequenced phased project. Electrical shutdowns will be time-limited during the duration of this project.
Open Date	Dec 08, 2021 8:00 AM EST
Intent to Bid Due	Jan 21, 2022 2:00 PM EST
Close Date	Jan 21, 2022 2:00 PM EST

Awarded Suppliers	Reason	Score
ECONOMY ELECTRIC CO		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-I (Except Form C), and Bidder Profile Sheet	Jan 21, 2022 2:01 PM EST	Casey Luedke
Section 00200, Forms A-F, and Bidder Bid Form	Jan 21, 2022 2:01 PM EST	Casey Luedke
Construction Forms 5 & 6	Jan 21, 2022 2:01 PM EST	Casey Luedke
Bid Form A Bid Schedule	Jan 21, 2022 2:01 PM EST	Casey Luedke
Addendum No 1 (Signed and Dated)	Jan 21, 2022 2:01 PM EST	Casey Luedke
Bid Security	Jan 21, 2022 2:01 PM EST	Casey Luedke
Section 00100, Form C Financial Statements	Jan 21, 2022 2:01 PM EST	Casey Luedke
License - State of Florida Electrical Contractor (EC)	Jan 21, 2022 2:01 PM EST	Casey Luedke
Addendum No 2 (Signed and Dated)	Jan 21, 2022 2:01 PM EST	Casey Luedke
Addendum No 3 (Signed and Dated)	Jan 21, 2022 2:01 PM EST	Casey Luedke
Addendum No 4 (Signed and Dated)	Jan 21, 2022 2:01 PM EST	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?
steve flanagan	Jan 24, 2022 8:34 AM EST	No
Donald Holcomb	Jan 21, 2022 2:54 PM EST	No
Susan Knopf	Jan 24, 2022 10:00 AM EST	No
Jesse Scott	Jan 21, 2022 3:44 PM EST	No
Ginger Norberg	Jan 21, 2022 3:34 PM EST	No
Casey Luedke	Jan 21, 2022 2:01 PM EST	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested
Admin Bid Form Pricing Review	100 pts	Direct Price Entry
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-I & References
Technical Review Construction Forms	Pass/Fail	Review Construction Forms 5 & 6
Technical Review Bid Forms 00200	Pass/Fail	Review Bid Forms 00200 A-F
Admin Financial Review	Pass/Fail	Review for Fiscal Solvency
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Admin Bid Form Pricing Review	Admin Review Addenda	Technical Review Qualification 00100
Supplier	/ 100 pts	Pass/Fail	/ 100 pts	Pass/Fail	Pass/Fail
ECONOMY ELECTRIC CO	100 pts	Pass	100 pts (\$685,000.00)	Pass	Pass
Eau Gallie Electric, Inc	98.7 pts	Pass	98.7 pts (\$694,000.00)	Pass	Pass

	Technical Review Construction Forms	Technical Review Bid Forms 00200	Admin Financial Review
Supplier	Pass/Fail	Pass/Fail	Pass/Fail
ECONOMY ELECTRIC CO	Pass	Pass	Pass



	Technical Review Construction Forms	Technical Review Bid Forms 00200	Admin Financial Review
Supplier	Pass/Fail	Pass/Fail	Pass/Fail
Eau Gallie Electric, Inc	Pass	Pass	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date: March 1, 2022

<p>Department FLEET Item Key 13136</p>	<p>Amount OVER \$50K Account # 65010071-052000</p>
<p>Subject RESOLUTION 2022-XX APPROVING USE OF OMNIA PARTNERS, REGION 4 ESC-TX CONTRACT BID/REFERENCE# R211201 WITH AUTOZONE FOR THE PURCHASING OF AUTO PARTS AND SUPPLIES FOR THE CITY'S FLEET</p>	
<p>Presenter : Matt Mancill, Director of Public Works</p>	
<p>Background:</p> <p>COUNCIL PRIORITY: This item is for standard operations.</p> <p>The City of Palm Coast Public Works Fleet Division is seeking approval to utilize the terms, conditions, scope and pricing of the Region 4 ESC-TX, Omnia Partners Agreement with AutoZone for automotive parts and supplies.</p> <p>This agreement will provide for the purchase of parts and supplies required for the day to day operation and maintenance of the Citywide fleet. Staff is estimating an annual cost of over \$50,000.00 for the purchase of parts and supplies on an as-needed basis. The use of this contract will allow us to take advantage of exclusive and competitive pricing and a high level of customer service and profitability. We have utilized this agreement in the past and this renewal will allow us to continue a proven relationship based on competitive pricing and a high level of customer service.</p> <p>OMNIA Partners Public Sector contract is a cooperative purchasing organization that reduces procurement costs by leveraging the volume of participating agencies nationwide. U.S. Communities and National IPA, both wholly-owned subsidiaries have come together as OMNIA Partners, Public Sector. All OMNIA Partners agreements are competitively solicited, publicly awarded, and administered by a public agency/governmental entity. By using the national cooperative contract awarded to AutoZone, the department can immediately leverage the competitively awarded contract prices without the need to go out for a time-consuming formal bid, wait for the bids to come back and abstract the bids. Using the national cooperative, we can save a significant amount of time compared to the typically lengthy process while still leveraging the best value of a competitively awarded agreement.</p> <p>This contract supports our City Council's goals to ensure that our high-value vehicle and equipment fleet is maintained in a safe and operable manner.</p>	

SOURCE OF FUNDS WORKSHEET FY 2022

FLEET FUND OPERATING SUPPLIES & EQUIPMENT 65010071-052000	\$585,920.00
Total Expended/Encumbered to Date.....	514,553.47
Pending Work Orders/Contracts.....	0.00
Current (WO/Contract).....	0.00
Balance.....	\$ 71,366.53

Recommended Action :

ADOPT RESOLUTION 2022-XX APPROVING USE OF OMNIA PARTNERS, REGION 4 ESC-TX CONTRACT BID/REFERENCE# R211201 WITH AUTOZONE FOR THE PURCHASING OF AUTO PARTS AND SUPPLIES FOR THE CITY'S FLEET

RESOLUTION 2022-____
AUTOZONE PARTS AND SUPPLIES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE USE OF OMNIA PARTNERS, REGION 4 ESC-TX CONTRACT BID/REFERENCE# R211201 WITH AUTOZONE FOR THE PURCHASE OF PARTS AND SUPPLIES AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, AutoZone has expressed a desire to provide parts and supplies to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into a price agreement with AutoZone for the above referenced item.

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

SECTION 1. APPROVAL OF A PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the OMNIA Partners, Region 4 ESC-TX Contract Bid/Reference #R211201 pricing with AutoZone, which is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 1st day of March 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit “A” – OMNIA Partners, Region 4 ESC-TX Contract Bid/Reference #R211201 for parts and supplies.



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: AutoZone Parts, Inc.

Bid/Contract Ref # Contract # R211201

Agency Name: Region 4 Education Service Center (ESC-TX) Omnia Partners

Contract Type: Piggyback - effective 1-1-2022

Contract Value Over \$50K

Resolution # 2021- City Council Approval Date: _____

Contract Term End Date 12-31-2024

Renewable Y/N Yes If yes # and length of renewals: _____ Two (2) each One (1) year annual renewal options

City's Project Manager(s) Roger LaChance

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Region 4 ESC-TX, Omnia Partners Agreement for automotive parts and supplies services as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

Interim City Manager _____ Date: _____

Vendor Name and Email Grant McGee grant.mcgee@autozone.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

AutoZone Parts, Inc.
Grant McGee
123 S. Front St.
Memphis, TN 38103

RE: Engagement Letter Authorizing Piggyback

Contract for Automotive Parts and supplies

Contract Name

Region 4 Education Service Center (ESC-TX) Omnia R211201

Contract Reference

Dear Sir/Madam,

In Process

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: _____

DocuSigned by:
AutoZone Parts, Inc.
By: *Joe Sellers*
EDEF77A066128 Signatory)

Print Name: Joe sellers


Title: Vice President, Commercial Sales

Date: 1/18/2022 | 8:39:55 AM CST

DocuSigned by:
Grant McGee
E00047A0BB244

SVP, Commercial

1/23/2022 | 5:40:05 PM CST

AZ Legal Approval: 

palmcoastgov.com



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

AUTOZONE PARTS, INC.

By: _____

Print: Denise Bevan

Title: Interim City Manager

Date: _____

DocuSigned by:
By: Joe Sellers
(Authorized Corporate Officer)
EDEF709AC5C37E Sellers
Print Name: _____

Title: Vice President, Commercial Sales

Date: 1/18/2022 | 8:39:55 AM CST

In Process

DocuSigned by:
Grant McGee
E00417DBF17C
SVP, Commercial
1/23/2022 | 5:40:05 PM CST

AZ Legal Approval: DS
KM

City of Palm Coast, Florida Agenda Item

Agenda Date : March 8, 2022

Department CITY CLERK	Amount
Item Key	Account
	#
Subject APPOINT A MEMBER TO FLAGLER COUNTY HOUSING TASK FORCE/AFFORDABLE HOUSING ADVISORY COMMITTEE	
Presenter : Virginia Smith, City Clerk	
Background : The Flagler County 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.	
Recommended Action : APPOINT ONE MEMBER TO THE FLAGLER COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE	



Flagler County Board of County Commissioners Volunteer Advisory Boards and Committees General Application

Name: _____ Date: _____

Mailing Address: _____

Physical Address (if different): _____

County of Residence: _____ Are you a registered voter? _____

Home Phone: _____ Cell Phone: _____

Email: _____ Years in Flagler: _____

Advisory Board or Committee Applying for:

What aspect of this Board/Committee interests you?

Describe your training and/or experience that would make you a good fit for this position:

What contributions do **you** feel you could make to this Board/Committee should you be selected?

Have you ever served on a Flagler County appointed Board or Committee?

No Yes, if so, please identify below those on which you have served:

Advisory Board / Committee	Dates Served
_____	_____
_____	_____

Education: _____

Business (name & type): _____

Business Address: _____

Business Phone: _____ Position: _____

Applicable Professional Organization Memberships:

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Please Return To:
Flagler County BOCC
Attn: Administration
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
Email: LDance@FlaglerCounty.gov ♦ Phone (386) 313-4001

**Please note a hard copy is not required. Please feel free to email your application.*

TELDR V. JONES

Top-tier Supply Chain & Logistics industry leader and team builder committed to developing motivated and dedicated leaders who will take your organization to the next level.

Core Skills

- ✓ Supply Chain & Logistics Industry Leader
- ✓ Service Agreement Contracts
- ✓ Transportation Manager
- ✓ Foreign Service Relations
- ✓ Budget and Asset Oversight

Value Added

- Develops & implements innovative solutions for improved outcomes.
- Aligns optimal supply chain strategies with organizational objectives.
- Improves, upgrades, integrates and streamline systems and processes.

Education

- Master of Public Administration
- BS, Social Psychology

Occupational Subject Matter Expert

- ✓ Supply Chain Management
- ✓ Warehouse Management/Layouts
- ✓ Material Handling Equipment
- ✓ Safety/OSHA Management
- ✓ Military Readiness Spares

Served 26 years of honorable service in the United States Air Force, achieving the rank of E9, Chief Master Sergeant. This rank is held by 1% of the total Air Force enlisted force. Teldra worked in logistics supporting F-15E, F-22, and in HQ Air Combat Command establishing initial spares for the new F-35, fighter aircraft. She deployed to Turkey, Saudi Arabia and Kyrgyzstan during Desert Storm and Operations Iraqi & Enduring Freedom campaigns. After retiring from the Air Force, along with her family, she relocated to Palm Coast from Okinawa Japan. She currently works for Wabtec Corporation as Director of Materials Management & Supply Chain.

Teldra is active in the community, working with various groups and charities.

Personal Leadership History

- ✓ 25+ years
- ✓ People Leader of 200+
- ✓ HQ USAF-Level Recognition
- ✓ Lean Leader
- ✓ Flight Chief
- ✓ Superintendent
- ✓ Mentor
- ✓ Board Member

Community Involvement

- University Women of Flagler
- Palm Coast Flagler County Alumnae Chapter of Delta Sigma Theta, Social Actions Chair & Financial Secretary
- Board Member, African American Mentorship Program for Girls
- Founding Member, Tiger Bay Club of Palm Coast
- Usher, Mt Calvary Baptist Church

Professional Training

Professional Management Certification, Community College of the Air Force, 2012

Air Force Smart Operations 21 (Lean)—Greenbelt, 2011

Managers Development Course, GE University, 2013

Team Dynamics, GE University, 2016

City of Palm Coast, Florida Agenda Item

Agenda Date : March 1, 2022

Department Item Key	Amount Account #
Subject WORKSHEET	
Presenter : Virginia Smith, City Clerk	
Background :	
Recommended Action :	

			March 8, 2022 WORKSHOP MEETING	
1	Resolution	Change order Additional Design & CM Services for PW Facility Project	Cote	
2	Resolution	WO Whiteview Safety Final Design	Cote	
3	Resolution	Design Services Matanzas Woods West Extension	Cote	
4	Resolution	East-West Connector Feasibility Study	Cote	
5	Presentation	Town Center Vision Update	DeLorenzo	
6	Resolution	WO Replacement of Oxygen Generator	Flanagan/Roussell	
7	Presentation	Citizen Survey results	Kershaw	
8	Resolution	Assessment of Fair Housing	Papa	
9	Resolution	SHIP Incentives	Papa	
			March 15, 2022 BUSINESS MEETING	
1	Resolution	Annual Comprehensive Financial Report	Alves	
2	Resolution	WO Whiteview Safety Final Design	Cote	
3	Resolution	Design Services Matanzas Woods West Extension	Cote	
4	Resolution	Change order Additional Design & CM Services for PW Facility Project	Cote	
5	Resolution	East-West Connector Feasibility Study	Cote	
6	Resolution	WO Replacement of Oxygen Generator	Flanagan/Roussell	
7	Resolution	St. Joe Canal ROW vacation	Hoover	
8	Resolution	Cultural Arts Grants	Johnston	
9	Resolution	Employee Recognition	Kershaw	
10	Resolution	Assessment of Fair Housing	Papa	
11	Resolution	SHIP Incentives	Papa	
12	Proclamation	Multiple Myeloma	Smith	
			March 22, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	Economist oversight	UNF	
2	Presentation	SAP Evaluation #1	SAP	
3	Presentation	10 year Capital Improvement Forecast	SAP/Cote	
			April 5, 2022 BUSINESS MEETING	
1	Resolution	Stormwater Loan	Alves	
2	Resolution	State Revolving Fund Loan Agreement for Construction WWTP #2 Expansion-Utility	Blake	
3	Resolution	Contract and WO for Construction of WWTP #2 Expansion-Utility	Blake	
4	Proclamation	Water Conservation and Challenge		
			April 12, 2022 WORKSHOP MEETING	
1	Presentation	Annual Investment Report	Alves	
2	Presentation	Belle Terre Park PCAC Assessment report	Cote	
			April 19, 2022 BUSINESS MEETING	
1	Ordinance 2nd	EAR	Papa	
2	Appointments	BEAC Members	Smith	
			April 26, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	YTD Budget	Alves	
2	Presentation	Fire and Parks and Recreation Overview	Departments	
3	Presentation	SAP Evaluation #2	SAP	
			May 3, 2022 BUSINESS MEETING	
1	Proclamation	Arbor Day and Monarch City	Mini	
			May 10, 2022 WORKSHOP MEETING	
			May 17, 2022 BUSINESS MEETING	
			May 24, 2022 SPECIALBUDGET WORKSHOP MEETING	
1	Presentation	Fund Account and Revenue Restrictions	Alves	
2	Presentation	Utility/PW/Stormwater Overview	Departments	
3	Presentation	Presentation by FCTC and FCPA	TC AND PA	
			June 7, 2022 BUSINESS MEETING	
			June 14, 2022 WORKSHOP MEETING	
1	Presentation	Budget Prep Series-Overview Property Tax and TRIM	Alves	
			June 21, 2022 BUSINESS MEETING	
			June 28, 2022 SPECIALBUDGET WORKSHOP MEETING	
1	Presentation	Council Priority and Update-SPECIAL BUDGET WORKSHOP	SAP	
			July 5, 2022 BUSINESS MEETING	
			July 12, 2022 WORKSHOP MEETING	
1	Presentation	Proposed General Fund Budget and TRIM Rate	Alves	
2	Resolution	Initial Nuisance Abatement	Grossman	
			July 19, 2022 BUSINESS MEETING	
1	Presentation	Proposed Millage and Proposed Budget	Alves	
2	Resolution	Initial Nuisance Abatement	Grossman	
			July 26, 2022 SPECIALBUDGET WORKSHOP MEETING	

1	Presentation	Proposed Utility, St. Water, IT Ent. & Bldg. Fund Budgets- SPECIAL WORKSHOP 7/26	Alves
		Future	
1	Resolution	Data Center Co-Location Services	Akins
2	Resolution	Old Kings Road Special Assessment 8/9	Alves
3	Presentation	Capital, Internal Svcs, Special Revenue, Proposed Budget for all remaining funds- 8/9	Alves
4	Presentation	Final Proposed Budget-SPECIAL BUDGET WORKSHOP 8/24	Alves
5	Presentation	Final Tentative Millage and Tentative Budget-TENTATIVE SPECIAL MEETING 9/8 OR 9/9	Alves
6	Presentation	Final Millage & Budget -TENTATIVE SPECIAL MEETING 9/21 OR 9/22	Alves
7	Resolution	Saltwater Canals Award 5/10	Cote
8	Resolution	Lehigh Trailhead - Post Design WO & CEI Services Contract & Construction Contract	Cote
9	Resolution	P1 Control Structure Rehab	Cote
10	Resolution	Green Lion Contract	DeLorenzo
11	Ordinance	Memorial Markers	Cote/Grunewald
12	Presentation	Building/Planning Level of Service	DeLorenzo
13	Ordinance	Boat code	DeLorenzo
14	Ordinance	Open burn	DeLorenzo/Berryhill
15	Resolution	Final Nuisance Abatement 8/9	Grossman
16	Ordinance 1st	Animal Control amendment	Grossman
17	Presentation	Council Priority Community Center Parking	Johnston
18	Ordinance	Logo	Kershaw
19	Presentation	Citizen's Academy Graduates	Kershaw
20	Presentation	Citizen's Academy Graduates	Kershaw
21	Resolution	Fleet Purchases	Mancill
22	Resolution	Toll Brothers Final Plat	Tyner/Leap