



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 2, 2021

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Pastor Nathan Buker of Victorious Life Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. January 19, 2021 - Regular City Council Meeting
 - b. January 21, 2021 - Special City Council Meeting
7. Bid Awards and Contract Items
 - a. Intent to Award RFSQ #20-02 to Kimley-Horn and Associates for 20inch Force Main River Crossing Design -
 - b. Reassignment of the Standard Contract for Services CA7328 for the repair / upgrade to the Sky Lake Lift Station #74 from Sanders Company to Barney's Pump, Inc.
8. Resolution No. 21-2 - Move Project Funds for Painting Water CP Exterior Plant Rehab from Fund 403 to Fund 401
9. Resolution No. 21-8 - Providing for a Canvassing Board
10. Approval to Submit 2021-2022 VOCA Grant Application

C. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

D. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Award ceremony presented by the Police Department

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Parks & Recreation Advisory Board Appointments (x5)

14. Environmental Advisory Board Report

G. REGULAR AGENDA

15. Financial Review of Preliminary FY20 Results and Comparison of FY21 1st Quarter to FY20 1st Quarter

H. ADDITIONAL ITEMS

16. City Attorney

17. Interim City Manager

I. COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports

a. General Employees' Pension Board

b. River to Sea TPO

J. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE,

Regular City Council Meeting

2/2/2021

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FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JANUARY 19, 2021

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Invocation by Rev. Susan McCaffrey of Grace Episcopal Church

Pledge of Allegiance

Roll Call	Present:	Interim Council Member Jonathan Foley Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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Also Present: Interim City Manager Alan Rosen
City Attorney Matthew Jones
City Clerk Robin Fenwick

PROCLAMATIONS & RECOGNITION

4. 2020 Retiree Recognition

Mayor Don Burnette read proclamations for employees who retired in 2020 and thanked them for their service.

5. Citizen Commendation Presentation by Police Department

Assistant Police Chief William Proctor presented Scott Newman with a Citizen Commendation for his help with an unconscious female laying on the ground. Council Members thanked him for his efforts.

6. Arbor Day

Mayor Don Burnette read the Arbor Day proclamation.

7. Human Trafficking Awareness Month

Mayor Don Burnette read a proclamation for Human Trafficking Awareness Month.

a. Freedom 7 Human Trafficking Taskforce Brief by Florida Department of Children & Families

Christy Gillis of Florida Department of Children and Families provided a brief relating to Freedom 7 Human Trafficking Taskforce.

CONSENT AGENDA

8. Public Comments on Consent Agenda Items Only

There were none.

9. Agenda Approval

Motion to approve the agenda as presented was made by Council Member Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

10. Approval of Minutes

- a. December 8, 2020 - Special City Council Meeting
- b. December 15, 2020 - Regular City Council Meeting
- c. December 22, 2020 - Special City Council Meeting
- d. January 5, 2021 - Special City Council Meeting

11. Bid Awards and Contract Items

a. Approval of Amendment No. 1 to the Port Orange Historical Trust License Agreement

b. Approval of Change Order 2 for Collaborative Workday Lean-On Services Support

c. Approval of Amendment No. 1 to the Contract (CA7204) with LMR Construction, Inc. for Cured in Place (CIPP) Stormwater Pipe Rehabilitation.

d. Approval of Amendment No. 1 to the Contract (CA7036) with Aaron's Backflow Services, Inc., Residential backflow annual testing services

12. Resolution No. 21-3 - Appropriating funds necessary for the Special Election to fill District 1 Council position

13. Resolution No. 21-4 - Partial Vacation of Conservation Easement - Lot 2 Pheasant Run West

14. Resolution No. 21-5 - Adopting the 2020 Volusia Multi-Jurisdictional Program for Public Information

15. Approval of FY2022 Budget Calendar

16. Approval and Ratification of the International Association of Firefighters (IAFF) 2020-2021 Collective Bargaining Agreement

17. Approval of Volusia County License Agreement for COVID-19 Vaccination Sites

18. Approval of Engagement of Special Counsel - Code Enforcement

Vice Mayor Drew Bastian requested Item #16 be pulled for further discussion.

Motion to approve the Consent Agenda as amended was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

Item #16 - Approval and Ratification of the International Association of Firefighters (IAFF) 2020-2021 Collective Bargaining Agreement

Mayor Don Burnette thanked Staff and the union representatives for their work on the contract negotiations.

Motion to approve Item #16 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Carol Reid, 107 Flamingo Drive, spoke regarding a tree issue on her property that is shifting her home. Alan Rosen, Interim City Manager, advised Council her issue is being reviewed by the Environmental Advisory Board on January 25, 2021 and will come before Council in February. Staff will discuss the process with Ms. Reid.

COUNCIL COMMENTS

19. Comments/Concerns from Council Members

Council Member Scott Stiltner thanked citizens for being civil during the transition of our country. He has received praise for the Dunlawton medians but again cautioned Staff and Council on the maintenance aspect. He asked for education on which social media sites are official city sites. He also would like Staff to provide background information at Thursday's meeting on the panhandling ordinance.

Vice Mayor Drew Bastian has received complaints regarding the upkeep at the Port Orange Pavilion. Code has opened a case and he thanked them for handling the issues expeditiously. He read the obituary of Jimmy Haller.

Council Member Chase Tramont thanked our 2020 City retirees for their work in the community. He asked the City Attorney to discuss the tree trimming done recently by FPL as he has received several complaints. Staff is working with FPL for education on their practices.

Council Member Jonathan Foley thanked Alan Rosen for his service to the City and wished him well.

Mayor Don Burnette asked Council and the public to consider membership with the Port Orange Historical Trust.

REPORTS

20. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided updates on the course conditions and the finances of the course for the most recent quarter.

BOARD APPOINTMENTS AND UPDATES

21. Citizen Advisory Committee for TPO

Bobby Ball, citizen, provided an update from their recent meeting.

22. General Employees' Pension Board

Motion to nominate Jake Johansson to the General Employees' Pension Board was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

23. Parks & Recreation Advisory Board Update

Mark Bowling, Chairman, provided an update from their meeting and advised Council they will be reviewing and making recommendations for the Parks Comprehensive Plan. They look forward to meeting with Council in a Joint Workshop this year.

PUBLIC HEARING

24. Second Reading - Ordinance No. 2020-39 - 2020 Annual Capital Improvements Element (CIE) Update

Mayor Don Burnette read Ordinance No. 2020-39.

ORDINANCE NO. 2020-39

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN CAPITAL IMPROVEMENT ELEMENT; PROVIDING FOR THE FY2021-2026 FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS;

PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-39 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

25. First Reading - Ordinance No. 2021-1 - Small-Scale Comprehensive Plan Future Land Use Map Amendment/5100, 5120, and 5128 Riverside Drive (Case No. 20-20000004)

Mayor Don Burnette opened Item #25 & 26 to be discussed together and read Ordinance No. 2021-1.

ORDINANCE NO. 2021-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +3.4 ACRES FROM URBAN MEDIUM RESIDENTIAL (4-8 UNITS/ACRE) TO COMMERCIAL FOR PROPERTY GENERALLY LOCATED AT 5100, 5120, and 5128 RIVERSIDE DRIVE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-1 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Penelope Cruz, Planning Manager, provided details of the Land Use Amendment and rezoning being requested and answered questions of Council. Calvin Gittner, owner, provided details of his business and the vision for the changes.

Motion carried unanimously by roll call vote.

26. First Reading – Ordinance No. 2021-2 – PCD Rezoning and 6th Amendment to the Clark Professional Center and Wedding Chapel Planned Commercial Development Master Development Agreement and Conceptual Development Plan/5100, 5120, and 5128 Riverside Dr. (Case No. 20-65000001)

Mayor Don Burnette read Ordinance No. 2021-2.

ORDINANCE NO. 2021-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING OF +3.4 ACRES FROM SINGLE FAMILY RESIDENTIAL (R-7SF) TO PLANNED COMMERCIAL DEVELOPMENT (PCD) AND TO APPROVE THE SIXTH AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PCD MASTER DEVELOPMENT AGREEMENT PLANNED COMMERCIAL DEVELOPMENT (PCD) AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-2 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

27. First Reading - Ordinance No. 2021-3 - Rezoning Catholic Church of the Epiphany 304, 308, 312, 316, 320, and 324 Fleming Avenue (Case No. 20-60000006)

Mayor Don Burnette read Ordinance No. 2021-3.

ORDINANCE NO. 2021-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +1.1 ACRES FROM R8SF SINGLE-FAMILY RESIDENTIAL TO GOVERNMENT/PUBLIC USE (GPU); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-3 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Mrs. Cruz provided details of the rezoning request and answered questions of Council. Jerry Finley, P.E., spoke regarding the services of the church to the community. The extra space is needed to cover the ministries of the church.

Concerns were discussed by neighbors regarding opposition due to a lack of a future plan and rumors of a tall structure being built.

Mrs. Cruz addressed the rumors regarding a tall (4 story) building, which would not

meet the requirements of the Land Development Code.

Motion carried unanimously by roll call vote.

28. Conditional Use/Thrive Community Church - 6156 Williamson Boulevard
(Case No. 20-30000002)

Motion to approve was made by Vice Mayor Drew Bastian and Seconded by Interim Council Member Jonathan Foley.

Mrs. Cruz provided details of the conditional use request and the conditions recommended by Staff.

Motion carried unanimously by roll call vote.

29. Approval of Variance from Chapter 16, Section 9(c)(8), Land Development Code (LDC) - Communication tower setback on north and east boundary of subject property/5311 South Williamson Boulevard (Case No. 20-90000004)

Motion to approve was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Tim Burman, Community Development Director, provided details of the variance request and the conditions recommended by Staff.

Motion carried unanimously by roll call vote.

Recess taken for 10 minutes at 8:44 p.m.

REGULAR AGENDA

30. First Reading - Ordinance No. 2021-4 - Residency Requirements for Administrative Officials

Mayor Don Burnette read Ordinance No. 2021-4.

ORDINANCE NO 2021-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, SECTION 2-186, CODE OF ORDINANCES, TO CHANGE THE REQUIREMENTS

OF ADMINISTRATIVE PROFESSIONALS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-4 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Alan Rosen, Interim City Manager, provided information on the requested change.

Council Member Chase Tramont does not support the 30-mile radius recommended by Staff. He would consider allowing residency in adjacent cities but not another county.

Vice Mayor Drew Bastian agreed that a 30-mile radius is too much but would consider 15 miles from the City limits.

Council Member Scott Stiltner believes the City Manager, Police Chief, and Fire Chief are the positions that need to live in the City limits. He's flexible on the other Administrative Officials and would be willing to consider a waiver.

Council Member Jonathan Foley is open to considering this change but doesn't support anything out of the county. He agreed with Council Member Scott Stiltner as to the City Manager, Police Chief, and Fire Chief.

Mayor Don Burnette also agreed regarding the City Manager, Police Chief, and Fire Chief. He supported 15 miles for all other Administrative Officials.

Robert Reinhausen, citizen, supported the change as long as the Administrative Officials do their jobs as required.

Motion withdrawn by Vice Mayor Drew Bastian.

Motion to modify the Ordinance to allow for a 15-mile radius from the city limits with the Police Chief and Fire Chief living within the city limits was made by Council Member Scott Stiltner and Seconded by Council Member Jonathan Foley.

Council will consider waivers on an as needed basis.

Fire Chief Ken Fustin spoke in opposition to the motion as presented.

Motion carried 3-2 with Council Member Chase Tramont and Vice Mayor Drew Bastian voting no.

31. Strategic Plan Update

Susan Lovallo, Interim Assistant City Manager, provided background information on the Council's Strategic Plan and asked Council if they'd like any changes in the direction Staff has taken. Council supports the ranking as is currently. Council would like Staff to budget for a new Strategic Plan.

32. Discussion on Interim City Manager Salary

Mr. Rosen asked Council to consider a salary for Jamie Miller as Interim City Manager.

Mayor Don Burnette suggested the same salary as the current Interim City Manager. All agreed.

Motion to pay the incoming Interim City Manager \$139,290 was made by Council Member Chase Tramont and Seconded by Council Member Jonathan Foley. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

33. City Attorney

There was nothing further.

34. Interim City Manager

Mr. Rosen advised the County denied the City's request for 24-hour transport. Council is disappointed in that decision from the County. They requested Staff continue monitoring and they will reach out to the County Council individually. Mr. Rosen asked Council to provide any changes to the City Clerk in their Local Rules by Tuesday, January 26, 2021.

a. City Manager Recruitment Update

Jamie Miller, Administrative Services Director, asked Council for direction regarding the proposed project schedule presented and the way forward for community input. Council agreed with the proposed schedule and plan. Interim Council Member Jonathan Foley advised that he will have to leave on Friday, March 19th no later than 5:00 p.m. for a prior engagement. All agreed that will not be an issue as they will be done with interviews before then.

Mayor Don Burnette would like to see a citizen committee appointed while keeping the same timeline. Not all Council Members were in agreement. Discussion was held on the potential delays it could cause. Council Member Scott Stiltner and Vice Mayor Drew Bastian stressed the importance of keeping the timeline but having an open door for any citizen who wants to provide input in the candidates.

Motion to establish a citizen advisory board of 11 members was made by Council Member Chase Tramont. Motion failed due to lack of a second.

Motion to establish a citizen advisory board of 5 members was made by Interim Council Member Jonathan Foley and Seconded by Council Member Chase Tramont. Motion failed 2-3 with Interim Council Member Jonathan Foley, Council Member Scott Stiltner and Vice Mayor Drew Bastian voting no.

Mrs. Miller will work with the City Clerk to finalize the schedule with Council Meeting dates.

Council thanked Mr. Rosen for his service.

COUNCIL COMMITTEE REPORTS

35. City Council Committee Reports

a. ArtHaus - Council Member Appointment - Council Member Chase Tramont volunteered to serve on ArtHaus.

Motion to appoint Council Member Chase Tramont to serve on the ArtHaus Board was made by Council Member Scott Stiltner and Seconded by Council Member Jonathan Foley. Motion carried 5-0 by voice vote.

b. Fire Pension Board - Council Member Appointment

Motion to appoint Interim Council Member Jonathan Foley to serve on the Fire Pension Board during his interim service was made by Vice Mayor Drew Bastian and Seconded by Council

Member Scott Stiltner. Motion carried
unanimously by voice vote.

c. Districting Commission - Need applicants

Mrs. Fenwick asked Council to begin recruiting citizens to serve on the Districting Commission once the census is complete and results are released.

d. First Step Shelter - Council Member Chase Tramont provided an update and asked for a discussion regarding contribution of funds.

e. Port Orange/South Daytona Chamber of Commerce - Vice Mayor Don Burnette provided details of their upcoming face-to-face event.

f. Roundtable of Elected Officials - Vice Mayor Don Burnette provided details of their recent meeting.

ADJOURNMENT - 10:21 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JANUARY 21, 2021

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Interim Council Member Jonathan Foley Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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Also Present:	Interim City Manager Alan Rosen City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION / ACTION

4. Panhandling Ordinance Discussion and Testimony

Michael Kahn, Counsel for the City, provided a review of the exhibits presented on December 8, 2020 and continued the presentation of evidence to support the need to regulate aggressive panhandling in the City.

Mr. Kahn called Ashlee Malone, City of Port Orange GIS Employee, who was sworn in by Jane O'Brien, Register Diplomate Reporter, who testified as to the mapping services Mr. Kahn asked her to provide. Ms. Malone also answered questions from Council.

David Potochnick, Port Orange McDonald's Franchise Owner, was sworn in by Ms. O'Brien and testified as to his experiences with aggressive panhandlers at his businesses in Port Orange and answered questions from Council.

Julie Mialki, Port Orange resident and Giuseppe's Pizza restaurant owner, was sworn in by Ms. O'Brien and testified as to her experiences with aggressive panhandlers at her business and answered questions from Council.

Shan Queen, Port Orange resident and owner/operator of Chic-Fil-A, was also sworn in by Ms. O'Brien and testified as to the aggressive panhandlers at his restaurant and answered questions from Council.

Tracy Grubbs, Port Orange resident and owner/operator of Spruce Creek Scuba, was also sworn in by Ms. O'Brien and testified as to the aggressive panhandlers in the parking lot of his business and answered questions from Council.

Mr. Kahn called Jim Cameron, Sr. Vice President Government Relations Daytona Beach Chamber of Commerce, was sworn in by Ms. O'Brien and testified as to the effects of the panhandling ordinance in the City of Daytona Beach.

Council took a 10 minute recess at 7:24p.m.

Mr. Kahn recalled Mr. Cameron for additional testimony.

Dr. Steven Miles, Owner of a medical practice on Dunlawton Avenue, was sworn in by Ms. O'Brien and testified as to the medical studies relating to open urination and defecation and answered questions from Council.

Council had no further questions for Mr. Kahn and thanked him for his work on the ordinance.

5. First Reading - Ordinance No. 2021-5 - Panhandling

Mayor Don Burnette read Ordinance No. 2021-5.

ORDINANCE NO. 2021-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AMENDING CHAPTER 46 OF THE CODE OF ORDINANCES TO CREATE ARTICLE V; PROVIDING FOR FINDINGS AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROHIBITED CONDUCT, PROXIMITY AND LOCATION RESTRICTIONS FOR PANHANDLING, SOLICITATION, OR BEGGING; PROVIDING FOR PENALTIES; REPEALING SECTION 18-122 PROHIBITING BEGGING; REPEALING DIVISION 3 OF CHAPTER 18, ARTICLE VI REGULATING CHARTIABLE AND RELIGIOUS SOLICITATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-5
was made by Vice Mayor Drew Bastian
and Seconded by Council Member Scott
Stiltner.

Council asked questions of Mr. Kahn specifically relating to the proposed ordinance.

Robert Reinhausen, citizen, spoke regarding his thoughts on the ordinance and the tools the police officers already have available. He opposes this ordinance and believes a social worker should respond with the police officers to provide resources.

Motion carried unanimously by roll call
vote.

ADJOURNMENT - 8:24 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/2/2021

Consent item: Yes

SUBJECT: (B7a) Intent to Award RFSQ #20-02 to Kimley-Horn and Associates for 20inch Force Main River Crossing Design -

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award RFSQ #20-02, 20-Inch Force Main River Crossing Design, to Kimley-Horn and Associates for the amount of \$588,735.00; subject to City Attorney and City Manager review and approval of the final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The subaqueous ductile iron pipe that transmits wastewater from the barrier island to our City's water reclamation facility was constructed in the 1980's and needs to be replaced to ensure uninterrupted sewer service for Daytona Beach Shores and the Town of Ponce Inlet.

On March 9, 2020, the City received five submittals in response to RFSQ 20-02, 20inch Force Main River Crossing Design, to replace the iron pipe with a new high-density polyethylene force main.

An evaluation committee was assembled to review and evaluate all submittals and the decision was unanimous in the selection of Kimley-Horn and Associates. Staff contacted their firm to negotiate the scope and fees. As shown on the proposal, total cost should not exceed \$588,735.00 for the design, permitting and bidding assistance required for this project.

Project Funding Account No.: Fund: 403 - Water Sewer R&R, Cost Center: Water
No.: UR and Sewer, Program: Wastewater Treatment, Spend Category: Sewage
H003 Capital, Prj URH003
URH00 Fund: 405 W/S Impact fee (Sewer), Cost Center: Water and Sewer, Program:
3 Wastewater treatment, Spend Category: Sewage - Capital, Proj: URH003

Presenter: Lynn Stevens

ATTACHMENTS:

1.	RFSQ 20-02 Standard Contract for Services	REVISED Vendor Signed Kimley Horn and Associates Inc Standard Contract for Services.pdf
2.	Justification Memo Award RFSQ 20	Justification Memo Award RFSQ 20 02

	02 20in River Force Main Design Kimley Horn	20in River Force Main Design Kimley Horn.docx
3.	Proposal Kimley Horn Associates RFSQ 20 02 Force Main River Crossing Design	Proposal Kimley Horn Associates RFSQ 20 02 Force Main River Crossing Design.pdf
4.	Kimley-Horn Submittal for RFSQ #20- 02_20-inch Force Main River Crossing Design	Kimley-Horn Submittal for RFSQ #20- 02_20-inch Force Main River Crossing Design.pdf
5.	RFSQ-20-02-20-INCH-FORCE-MAIN- RIVER-CROSSING-DESIGN-Final	RFSQ-20-02-20-INCH-FORCE-MAIN- RIVER-CROSSING-DESIGN-Final.pdf
6.	Addendum-1 of 1--RFSQ-20-02-20- INCH-FORCE-MAIN-RIVER- CROSSING	Addendum-1 of 1--RFSQ-20-02-20-INCH- FORCE-MAIN-RIVER-CROSSING.pdf

Kynah Cockcroft	Created/Initiated - 12/10/2020
Kynah Cockcroft	Approved - 12/10/2020
Julia Wiggins	Approved - 12/10/2020
Junos Reed	Approved - 12/10/2020
Steve Parnell	Approved - 12/10/2020
Lynn Stevens	Approved - 12/17/2020
Lupe Reyna-Coffin	Approved - 1/4/2021
Scott Neils	Approved - 1/4/2021
Matthew Jones	Approved - 1/21/2021
Jamie Miller	Approved - 1/21/2021
Robin Fenwick	Final Approval - 1/21/2021



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to professional consulting services, which shall include the design, permitting, and construction administration for a 20-inch subaqueous sanitary sewer force main river crossing, and as further described in Request for Statement of Qualifications 20-02 ("RFSQ 20-02"). This Contract together with RFSQ 20-02, Addendum No. 1, and Contractor's submittal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services/Work and Requirements from RFSQ 20-02, and the Contractor's Submittal and Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Upon issuance of a written Notice to Proceed, Contractor shall have eighteen (18) months for design and permitting, with an additional thirty (30) days thereafter for final completion ("Term").

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Five Hundred Eighty-Eight Thousand Seven Hundred Thirty-Five and 00/100 Dollars (\$588,735.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other

insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									
Additional Insurance Requirements											

☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property to the extent caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and hold harmless the City, and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

17. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

18. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

19. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

20. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

21. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

22. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

23. Notice. For purposes of this agreement, notices shall be sent as follows:

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
Contractor:	Kimley-Horn and Associates, Inc. <i>Senior</i> Attention: Jonathan D. Thigpen, Vice President 189 South Orange Avenue Suite 1000 Orlando, Florida 32801 (407) 898-1511 – Telephone (561) 863-8175 – Facsimile Wayne.White@Kimley-Horn.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

24. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

25. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Witnesses:

Larissa Curran

Printed

Name: Larissa Curran

Kelly A. Barker

Printed

Name: Kelly A. Barker

KIMLEY-HORN AND ASSOCIATES, INC.

By:

Jonathan D. Thigpen, Vice President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 1/28/2021

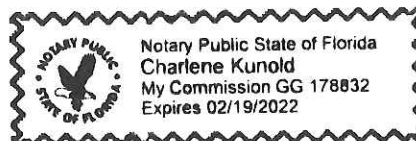
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of January, 2021, by Jonathan D. Thigpen, as Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation. He is ☒ personally known or ☐ produced _____ as identification.

Charlene Kunold

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

(Consisting of 9 pages)

RFSQ 20-02 PROPOSAL FOR 20-INCH FORCE MAIN REPLACEMENT

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the RFSQ 20-02 20 Inch Force Main, which is incorporated herein by reference.

Project Understanding

The City currently owns and operates a 20-inch force main which crosses the Halifax River parallel to Dunlawton Avenue from approximately US-1 to S. Peninsula Drive. The City desires to design and construct a new force main along a parallel route and subsequently evaluate the existing force main for use as a redundant, emergency back-up force main.

Specific Scope of Basic Services:

Task 1: Proposed Force Main Route Analysis

Based on discussions with City staff the route of the proposed 20-inch force main can be run along two potential paths. The first path closely mirrors the existing alignment starting from the commercial drive beside the bridge on the east end of the route drilling under the river to Port Orange Causeway Park. The pipeline will then be direct buried along the island to the west end and will include a new connection to the Sea Bird Island Mobile Home Park lift station located on the south side of Dunlawton Avenue. The route will then continue west under the river to Halifax Drive to a final connection point at US 1.

A second route will be evaluated to avoid the commercial sector on the east end of the route. This route will start at Peninsula Drive and Coral Way to begin the directional drill to Sea Bird Island under the canal at the end of Coral Way. The route along Port Orange Causeway Park will be unaffected, but an alternate route across the western portion of the river will be evaluated based on future plans for the Riverwalk area and currently owned property of the City.

Geophysical Survey Plan

The bathymetric survey program will be performed by Ocean Surveys, Inc (OSI) and will consist of the acquisition of multi-sensor marine geophysical data (hydrographic, subbottom profiling, magnetometer and side scan sonar imagery) within a 400-foot wide route corridor across the river where the proposed HDD alignment is planned.

Within the route corridor sounding, subbottom profiling and magnetometer data would be acquired along a series of survey tracklines oriented parallel to the proposed HDD alignment and spaced 50 feet apart. As a means of providing quality control and confirmation of the data acquired along the primary tracklines, additional data would be acquired along a series of "tie" lines oriented perpendicular to the primary lines and spaced approximately 200 feet apart across the river. Side scan sonar imagery would be acquired along specific tracks with the intent of providing close to 100 percent overlapping coverage of the bottom within the entire survey corridor. Sonar imagery data will allow for precisely locating specific objects and features exposed on the bottom (including rock, debris, pipes, cables, rip-rap, etc.).

Based upon the understood project depth of interest, OSI would propose to utilize both a high-frequency Chirp and a lower frequency Boomer type subbottom profiler to acquire subbottom data. The intent is that the two instruments will provide a broad range of energy and frequency to

investigate the expected variable sequence of sediments expected in the river. Since site conditions (specifically the near surface sediments) control the success of the subbottom penetration and data developed, employing the two systems maximizes the probability of acquiring the most informative data on site. It should be noted though that the presence of organic rich, gaseous sediments, common in shallow river/bay environments and/or coarse surficial sediments, might limit the penetration of acoustic signals below the bottom and thus limit the effectiveness of the profiler in resolving information pertaining to subsurface conditions within the corridor. Magnetometer data will identify any features composed of ferrous metal present on or just below the bottom within the corridor that could potentially impact the project (including utilities which have a ferrous metal component). Utilities that were installed via horizontal drilling techniques (deep below the bottom) or utilities composed of nonferrous metals or fiber optic cables will not be detected.

In response to the need to perform the survey in a timely, efficient, and cost-effective manner, we would plan to utilize an OSI vessel (shallow draft 25-27 feet in length). The vessel would be outfitted with a suite of multi-sensor geophysical survey equipment that has been proven repeatedly during similar survey efforts. Field operations would be conducted by a two-person field crew equipped with the following instrumentation (or equivalent).

- Trimble RTK Global Positioning System (GPS)
- HYPACK navigation and data-logging computer system
- ODOM survey grade single beam depth sounder
- Applied Acoustics 200J 0.5-8 kHz high-resolution "Boomer" subbottom profiling system interfaced with a TSS shallow seismic processor/heave compensator and data logger
- EdgeTech full-spectrum "chirp" subbottom profiler equipped with a SB216 tow vehicle (2-16 kHz transducer)
- Klein high-resolution dual-frequency side scan sonar
- Geometrics G882 cesium marine magnetometer equipped with bottom tracking altimeter

All survey units shall be in feet and referenced horizontally to the Florida State Plane Coordinate System, East Zone (0901), NAD83. Sounding data will be in feet referenced vertically to North American Vertical Datum of 1988 (NAVD 88) feet

Wetlands and Protected Species Survey

The analysis will include the following items to determine the route:

1. A conceptual design for both routes including a review session with City staff,
2. Underwater survey of the Halifax River to include river bottom and subsurface scanning of data up to 50 feet below the river bottom to provide a preliminary geophysical log of the crossing.
3. Surface survey of the land side work. This includes the work along Sea Bird Island including a crossing of Dunlawton Ave to the Sea Bird lift station, surveying from Peninsula Drive along Coral Way, surveying from Peninsula Drive along the commercial drive beside Dunlawton, the area north of Dunlawton on the mainland from the coast to US 1, and an additional location along Halifax Drive for an alternate crossing location (possibly at Herbert Street).
4. Wetlands and environmental review of the subject area to determine potential impacts in the route evaluation.
5. Specific review of points of connection,

6. Preliminary layout of Dunlawton crossing to Sea Bird Lift Station,
7. Review of operational considerations during construction,
8. Review of potential impacts to commercial and residential access,
9. Review of potential impacts to traffic,
10. Review of preliminary construction sequencing and impacts to boat ramps on Sea Bird Island,
11. This task includes up to three (3) meetings with staff to formally review the route analysis with staff to determine the development of the 30% conceptual design.

Geotechnical Investigations

Geotechnical investigations include nine borings, five in the River and four landside. The borings on land at the ends of the directional drill will be 50 feet deep. The aquatic borings will be 100 feet deep and made using an amphibious drill rig. This scope of services includes field exploration, laboratory testing, and engineering/project delivery. Field investigations will be provided in accordance with FDOT and ACOE requirements. Time has been accounted for to allow for permitted with both agencies to complete the necessary borings. The boreholes will be grout sealed after completion.

Geotechnical borings will commence after the route has been preliminarily defined to depict the route across the River as accurately as possible. The geotechnical reports will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Estimated seasonal groundwater fluctuations
- Recommended geotechnical engineering design parameters for directional drill design
- Recommended excavation and backfill consideration for open cut excavations.

The geotechnical engineering will be completed within ten weeks of authorization.

30% Conceptual Design

A 30% conceptual level design will be provided as the deliverable for this task. This deliverable will include the following:

1. Plan view only design plans identifying the selected route,
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4. Specification checklist for required technical specification sections.
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6. Recommended operational procedures for maintaining the existing force main as a back-up force main.

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Once the preliminary investigations and conceptual route have been reviewed and approved design plan production can be initiated. This design will include the following services:

1. Additional surveying identified by the conceptual design. This is specifically related to points of connection to ensure sufficient data is available for completing the design. This includes SUE investigations at up to twenty (20) locations to positively identify existing infrastructure.
2. Geotechnical investigations along the route. This includes twenty (20) borings on the land side route and up to six (6) borings in the River.
3. 60% Design Plans including:
 - Cover Sheet and General Notes
 - Survey and Layout
 - Plan and Profiles
 - Cross Sections
 - Conflict Details
 - Connection Details
 - Standard Utility Details
 - Maintenance of Traffic Details
 - Stormwater Protection and Dewatering Details
 - Landscaping and Restoration Details
4. 60% Technical Specifications. Front end documents can be included and shall be provided by the City for modifications specific to this project, such as the bid form, description of work, etc.
5. 60% opinion of probable construction cost.
6. This task includes up to three (3) meetings including interim progress meetings and a 60% design review meeting.

Task 3: 90% and Final Design

Once the 60% plans have been reviewed and approved design plan production can be initiated. This design will include the following services:

1. 90% Design Plans preparation
2. 90% Technical Specifications. Front end documents can be included and shall be provided by the City for modifications specific to this project, such as the bid form, description of work, etc.
3. 90% opinion of probable construction cost.
4. 90% Review meeting with the City.
5. Revision of 90% review comments to update the design plans and specifications.
6. Preparation of final opinion of probable construction cost.
7. This task includes up to four (4) meetings including interim progress meetings and a 60% design review meeting.

Task 4: Permitting

Site Visit and Wetland Delineation

Kimley-Horn will conduct a site visit, which will include field flagging the wetlands in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code (FAC) and the United States Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. Kimley-Horn will coordinate with the surveyor (subconsultant) to incorporate the flags into the site plan.

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Each transect location will be accessed from the adjacent shoreline. Qualitative and quantitative sampling will be conducted by two biologists using snorkeling gear. The percent coverage of seagrass, species composition, substrate type, and other benthic resources will be documented at each quadrat along the transect line. Environmental conditions including weather, visibility, and tide cycles at the start and end of the surveys will be noted. Listed species or their habitat will also be noted during this site visit.

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Kimley-Horn will coordinate with the USACE Section 408. Kimley-Horn will also coordinate with the USACE Real Estate Division to obtain a consent-to-easement.

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Task 5: Bidding Services

- A. Prepare one (1) separate bid package consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid package.
- B. Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference.
- C. Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.
- D. Review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Schedule:

These services will be completed as expeditiously as possible. The initial submittal is projected to be completed within six months of authorization. 60% design is projected to be completed 4 months later and final design completed in an additional 3 months. Considering permitting and bidding, a total project time of 15 months is estimated.

Deliverables:

Deliverables for this project include the following:

- Preliminary route analysis including surveys and environmental
- 60% plans, technical specifications, opinion of probable construction costs, and

Kimley»Horn

geotechnical report

- 90% plans, specifications, opinion of probable construction costs
- Bid Ready plans, specifications and final opinion of probable construction costs.
- Existing force main evaluation report

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$588,735, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	Description	Subconsultant	Kimley-Horn	Lump Sum
1	Route Analysis		\$111,283	\$252,919
	OSI – Bathymetric Survey	\$77,352		
	L&S – Land Surveying	\$64,284		
2	60% Design		\$114,994	\$204,938
	Terracon - Geotechnical	\$84,444		
	L&S - Subsurface Utility Investigation	\$5,500		
3	90% Design	\$0	\$85,090	\$85,090
4	Permitting	\$0	\$32,285	\$32,285
5	Bidding Services	\$0	\$13,503	\$13,503
	SubTotal	\$231,580	\$357,155	
Total				\$588,735

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____

SECTION 3 – SCOPE OF SERVICES/WORK AND REQUIREMENTS

20" Subaqueous Sanitary Sewer Force Main Design RFSQ

Project Background:

The City of Port Orange operates a sanitary sewer Water Reclamation Facility (WRF) that provides service to the City of Port Orange and the Towns of Daytona Beach Shores & Ponce Inlet. The Towns of Daytona Beach Shores and Ponce Inlet are barrier islands and are separated from the City of Port Orange by the Intercoastal Water Way & the Halifax River. Wastewater from the Barrier Islands is transmitted to the Cities Water Reclamation Facility via 20" Ductile Iron Pipe (DIP) subaqueous force main which was constructed in the late 1980's. The City has determined the need to replace the existing DIP force main with a new DIP force main with a new High-Density Polyethylene (HDPE) force main to ensure uninterrupted sewer service for Daytona Beach Shores and Ponce Inlet. The average daily flow from the barrier islands is approximately 1.0 Millions of Gallons (MGD).

Scope:

The City of Port Orange Public Utilities is seeking the service of professional consultants to provide the design, permitting, and construction administration of a 20" subaqueous sanitary sewer force main river crossing. The scope of services shall consist of, but not limited to, the following:

- Existing force main conditions assessment
- Pre-design services (geotechnical engineering & survey)
- Replacement force main design
- Permitting
- Construction phase services
- As-built preparation and certification

Qualifications/Certifications:

The preferred firm will have a current Professional Registration Certificate from the appropriate governing board. The firm must be properly registered at the time of submittal to practice their profession in the State of Florida. Provide professional certifications of staff such as Professional Engineer (P.E) and other relevant professional titles/accomplishments related to the proposed project.

Evaluation Method:

The City will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the City Council. The City will be the sole judge of its own best interests, the proposals, and the resulting contract. The Cities decisions will be final. Award will be made to the proposal, which presents the best value to the City based on the entire evaluation process and all of the information gathered. The City may require the short-listed firm(s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. The selection process shall be in accordance to Consultants' Competitive Negotiation Act (CCNA) process. Although, each member of the

evaluation committee independently examines the proposals prior to the meeting, the short-listing or selection of the firm(s) is determined by the consensus of the committee.

Evaluation Criteria:

In determining a firm's qualifications, the following criteria will be considered based on qualifications, experience and project approach:

- Professional license, certifications, titles, and accomplishments of staff;
- Credentials, qualifications and years' experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, and training;
- Number of years prime and sub consultants worked together;
- Experience in providing similar projects;
- Overall project approach to support the needs and objectives of the project;
- Quality of performance on previous contracts or services;
- Whether the firm can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference;
- Quality, availability and adaptability of the contractual services to the particular use required;
- Sufficiency of the financial resources and ability of the firm to perform the contract or provide the services;
- Character, integrity, reputation, judgment, and efficiency of the firm;
- Previous and existing compliance by the firm with laws and ordinance relating to the contract or services;
- The number of professional staff, education, and years' experience in public utilities engineering including support staff such as Geographic Information Systems (GIS) specialists, surveyors, Computer Aided Design and Drafting Technician (CADD) Techs, Construction Engineering Inspectors (CEI), etc.;
- Documented experience with State (Water Management District, Department of Environmental Protection DEP) and Federal (Environmental Protection Agency EPA, Army Corps.) permitting/regulatory programs related to the proposed project;
- Documented projects (with references) which demonstrate proficiency and experience in projects of a similar nature in scope and complexity to the proposed project;
- Location of office facilities and staff.



City of Port Orange Public Utilities and Works Department

TO: Alan Rosen, Interim City Manager

THRU: Lynn Stevens, Public Utilities and Works Director
Julia Wiggins, Public Utilities and Works Budget Analyst

FROM: Junos Reed, P.E., Public Utilities and Works Engineering and
Construction Manager

DATE: December 8, 2020

SUBJECT: Award RFSQ 20-02, 20-Inch Force Main River Crossing Design

REQUEST:

The Public Works & Utilities Department is requesting City Council approval to award RFSQ 20-02 to Kimley Horn & Associates for the design, permitting and bidding assistance for the 20-Inch Force Main River Crossing Replacement project in the amount not to exceed \$588,735.00

PURPOSE:

Engineering design, permitting and bidding assistance as needed to replace the ductile iron subaqueous force main serving Daytona Beach Shores and Ponce Inlet.

CONSIDERATION:

The City of Port Orange operates a sanitary sewer Water Reclamation Facility (WRF) that provides service to the City of Port Orange, Daytona Beach Shores & Ponce Inlet. The average daily flow from the barrier islands is approximately 1.0 Million Gallons (MGD). The towns of Daytona Beach Shores and Ponce Inlet are barrier islands and are separated from the City of Port Orange by the Intercoastal Water Way & the Halifax River.

Wastewater from the barrier islands is transmitted to the City's Water Reclamation Facility via 20" Ductile Iron Pipe (DIP) subaqueous force main which was constructed in the late 1980's. The City has determined the need to replace the existing DIP force main with a new High-Density Polyethylene (HDPE) force main to ensure uninterrupted sewer service for Daytona Beach Shores and Ponce Inlet.

On March 9, 2020 Purchasing received five submittals for RFSQ 20-02 – 20 Inch Force Main River Crossing Design. All Statements of Qualifications were evaluated on the criteria outlined in the RFSQ. An evaluation committee comprised of City Public Works & Utilities staff was appointed to evaluate and rank the Statements of Qualifications received. The Selection Committee reviewed each submittal with respect to the evaluation criteria listed in the RFSQ documents. On June 2, 2020 the Selection Committee met and unanimously selected Kimley-Horn & Associates, Inc. to negotiate scope and fee with. The scope of services and fees have been negotiated with Kimley Horn and attached is the proposal for design and permitting services not to exceed \$588,735.00.

FUNDING:

Sewer System Rehab – Force Main River Crossing
Project #:URH003
Fund 401 Water & Sewer R&R
Cost Center Water & Sewer
Program – Wastewater Treatment
Spend Category – Sewage Capital

Adopted Budget: \$300,000
Requested Amount 588,735

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approval to award RFSQ 20-02 to Kimley-Horn and Associates for the design, permitting and bidding assistance for the 20-Inch Force Main River Crossing Replacement project in the amount not to exceed \$588,735.00

ANTICIPATED SCHEDULE:

- a) Council Meeting: February 2, 2021
- b) Executed Standard Contract for Services: February 3, 2021

ATTACHMENTS:

- a) Kimley Horn RFSQ 20-02 Proposal
- b) Copy of RFSQ 20-02 and related documents

RFSQ 20-02 PROPOSAL FOR 20-INCH FORCE MAIN REPLACEMENT

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the RFSQ 20-02 20 Inch Force Main, which is incorporated herein by reference.

Project Understanding

The City currently owns and operates a 20-inch force main which crosses the Halifax River parallel to Dunlawton Avenue from approximately US-1 to S. Peninsula Drive. The City desires to design and construct a new force main along a parallel route and subsequently evaluate the existing force main for use as a redundant, emergency back-up force main.

Specific Scope of Basic Services:

Task 1: Proposed Force Main Route Analysis

Based on discussions with City staff the route of the proposed 20-inch force main can be run along two potential paths. The first path closely mirrors the existing alignment starting from the commercial drive beside the bridge on the east end of the route drilling under the river to Port Orange Causeway Park. The pipeline will then be direct buried along the island to the west end and will include a new connection to the Sea Bird Island Mobile Home Park lift station located on the south side of Dunlawton Avenue. The route will then continue west under the river to Halifax Drive to a final connection point at US 1.

A second route will be evaluated to avoid the commercial sector on the east end of the route. This route will start at Peninsula Drive and Coral Way to begin the directional drill to Sea Bird Island under the canal at the end of Coral Way. The route along Port Orange Causeway Park will be unaffected, but an alternate route across the western portion of the river will be evaluated based on future plans for the Riverwalk area and currently owned property of the City.

Geophysical Survey Plan

The bathymetric survey program will be performed by Ocean Surveys, Inc (OSI) and will consist of the acquisition of multi-sensor marine geophysical data (hydrographic, subbottom profiling, magnetometer and side scan sonar imagery) within a 400-foot wide route corridor across the river where the proposed HDD alignment is planned.

Within the route corridor sounding, subbottom profiling and magnetometer data would be acquired along a series of survey tracklines oriented parallel to the proposed HDD alignment and spaced 50 feet apart. As a means of providing quality control and confirmation of the data acquired along the primary tracklines, additional data would be acquired along a series of "tie" lines oriented perpendicular to the primary lines and spaced approximately 200 feet apart across the river. Side scan sonar imagery would be acquired along specific tracks with the intent of providing close to 100 percent overlapping coverage of the bottom within the entire survey corridor. Sonar imagery data will allow for precisely locating specific objects and features exposed on the bottom (including rock, debris, pipes, cables, rip-rap, etc.).

Based upon the understood project depth of interest, OSI would propose to utilize both a high-frequency Chirp and a lower frequency Boomer type subbottom profiler to acquire subbottom data. The intent is that the two instruments will provide a broad range of energy and frequency to

investigate the expected variable sequence of sediments expected in the river. Since site conditions (specifically the near surface sediments) control the success of the subbottom penetration and data developed, employing the two systems maximizes the probability of acquiring the most informative data on site. It should be noted though that the presence of organic rich, gaseous sediments, common in shallow river/bay environments and/or coarse surficial sediments, might limit the penetration of acoustic signals below the bottom and thus limit the effectiveness of the profiler in resolving information pertaining to subsurface conditions within the corridor. Magnetometer data will identify any features composed of ferrous metal present on or just below the bottom within the corridor that could potentially impact the project (including utilities which have a ferrous metal component). Utilities that were installed via horizontal drilling techniques (deep below the bottom) or utilities composed of nonferrous metals or fiber optic cables will not be detected.

In response to the need to perform the survey in a timely, efficient, and cost-effective manner, we would plan to utilize an OSI vessel (shallow draft 25-27 feet in length). The vessel would be outfitted with a suite of multi-sensor geophysical survey equipment that has been proven repeatedly during similar survey efforts. Field operations would be conducted by a two-person field crew equipped with the following instrumentation (or equivalent).

- Trimble RTK Global Positioning System (GPS)
- HYPACK navigation and data-logging computer system
- ODOM survey grade single beam depth sounder
- Applied Acoustics 200J 0.5-8 kHz high-resolution "Boomer" subbottom profiling system interfaced with a TSS shallow seismic processor/heave compensator and data logger
- EdgeTech full-spectrum "chirp" subbottom profiler equipped with a SB216 tow vehicle (2-16 kHz transducer)
- Klein high-resolution dual-frequency side scan sonar
- Geometrics G882 cesium marine magnetometer equipped with bottom tracking altimeter

All survey units shall be in feet and referenced horizontally to the Florida State Plane Coordinate System, East Zone (0901), NAD83. Sounding data will be in feet referenced vertically to North American Vertical Datum of 1988 (NAVD 88) feet

Wetlands and Protected Species Survey

The analysis will include the following items to determine the route:

1. A conceptual design for both routes including a review session with City staff,
2. Underwater survey of the Halifax River to include river bottom and subsurface scanning of data up to 50 feet below the river bottom to provide a preliminary geophysical log of the crossing.
3. Surface survey of the land side work. This includes the work along Sea Bird Island including a crossing of Dunlawton Ave to the Sea Bird lift station, surveying from Peninsula Drive along Coral Way, surveying from Peninsula Drive along the commercial drive beside Dunlawton, the area north of Dunlawton on the mainland from the coast to US 1, and an additional location along Halifax Drive for an alternate crossing location (possibly at Herbert Street).
4. Wetlands and environmental review of the subject area to determine potential impacts in the route evaluation.
5. Specific review of points of connection,

6. Preliminary layout of Dunlawton crossing to Sea Bird Lift Station,
7. Review of operational considerations during construction,
8. Review of potential impacts to commercial and residential access,
9. Review of potential impacts to traffic,
10. Review of preliminary construction sequencing and impacts to boat ramps on Sea Bird Island,
11. This task includes up to three (3) meetings with staff to formally review the route analysis with staff to determine the development of the 30% conceptual design.

Geotechnical Investigations

Geotechnical investigations include nine borings, five in the River and four landside. The borings on land at the ends of the directional drill will be 50 feet deep. The aquatic borings will be 100 feet deep and made using an amphibious drill rig. This scope of services includes field exploration, laboratory testing, and engineering/project delivery. Field investigations will be provided in accordance with FDOT and ACOE requirements. Time has been accounted for to allow for permitted with both agencies to complete the necessary borings. The boreholes will be grout sealed after completion.

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- D. Review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Schedule:

These services will be completed as expeditiously as possible. The initial submittal is projected to be completed within six months of authorization. 60% design is projected to be completed 4 months later and final design completed in an additional 3 months. Considering permitting and bidding, a total project time of 15 months is estimated.

Deliverables:

Deliverables for this project include the following:

- Preliminary route analysis including surveys and environmental
- 60% plans, technical specifications, opinion of probable construction costs, and

geotechnical report

- 90% plans, specifications, opinion of probable construction costs
- Bid Ready plans, specifications and final opinion of probable construction costs.
- Existing force main evaluation report

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$588,735, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	Description	Subconsultant	Kimley-Horn	Lump Sum
1	Route Analysis		\$111,283	\$252,919
	OSI – Bathymetric Survey	\$77,352		
	L&S – Land Surveying	\$64,284		
2	60% Design		\$114,994	\$204,938
	Terracon - Geotechnical	\$84,444		
	L&S - Subsurface Utility Investigation	\$5,500		
3	90% Design	\$0	\$85,090	\$85,090
4	Permitting	\$0	\$32,285	\$32,285
5	Bidding Services	\$0	\$13,503	\$13,503
	SubTotal	\$231,580	\$357,155	
Total				\$588,735

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____
Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____



20-Inch Force Main

River Crossing Design

RFSQ #20-02



March 9, 2019



City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, FL 32129

Re: 20-inch Force Main River Crossing Design; RFSQ #20-02

Dear Members of the Selection Committee:

As the City of Port Orange embarks upon its selection of a qualified firm to provide the 20-inch force main river crossing design, Kimley-Horn would like to express our sincere desire to serve the City in this critical role. For the past 53 years, Kimley-Horn has successfully designed and implemented efficient and cost-effective engineering solutions for communities throughout Florida. As a national multidisciplinary consultant with a local presence, we have the tools and resources to provide you with the highest-quality services on this contract. ***Kimley-Horn believes that our project team offers the following key advantages pertaining to the City of Port Orange's RFSQ #20-02.***

Understanding of scope of services. Our project team understands that the City of Port Orange desires a consultant to provide design, permitting, and construction administration of a 20-inch subaqueous sanitary sewer force main river crossing. This complex project will include preliminary engineering services, including pipeline condition assessment, maritime surveying, geotechnical investigation, environmental services, final design, permitting assistance, and bidding and construction phase services. Furthermore, our project team understands the scope of work will require partnering with City staff to maintain a continuous and consistent line of communication. We also understand the City will expect the design to consider operability, maintenance, and cost of construction. Our experience and understanding of the force main transmission system through our recent design and modeling projects with the City provide us with a deep understanding of the challenges presented by the project.

Experienced staff familiar with the City of Port Orange. Kimley-Horn has an established relationship with the City of Port Orange. Steve Romano, P.E. will serve as project manager. With his more than 23 years of experience, he has designed over 100 miles of pipelines from 2 inches in diameter to 42 inches in diameter. He has designed many subaqueous crossings throughout Florida and understands the effort necessary to complete projects of this scope and complexity. Working closely with Steve is Nicole McConnell, P.E. Nicole has 14 years of experience specializing in wastewater treatment plant and pipeline design. Nicole's pipeline design experience includes the design of potable, reuse, and wastewater pipelines ranging in diameter from 4 inches to 42 inches. Kevin Schanen, P.E. will be taking on the role of lead subaqueous designer. Kevin has been working in Palm Beach County for over 20 years and has designed several intracoastal crossings, both aerial and subaqueous. The depth of his coastal experience will provide highly technical and relevant oversight to ensure a successful project. Lewis Bryant, P.E. will be tasked as the QA/QC manager for this project. Lewis brings additional local Port Orange knowledge, having worked with the City for the past several years, including lift station rehabilitation projects connected to this 20-inch force main.

Steve and Nicole have worked on several City of Port Orange projects, including the City's utility system hydraulic modeling project. Nicole worked side-by-side with City staff for months as their in-house engineer in 2018 and is thoroughly familiar with the City's personnel and procedures. Steve and Nicole have met with City staff on multiple occasions and they have an excellent grasp of the challenges ahead for the City and understand the goal that the City is striving to accomplish in the near future. Steve and Nicole will work directly with the City to identify, establish, and maintain the project's goals, scopes, budgets, and schedules consistent with your expectations. We will communicate regularly with City staff to ensure you'll always be aware of the progress, resolutions, and plans for overcoming any obstacles or potential impacts to the project delivery schedule.



Kimley»Horn

Strong local presence and commitment to serving the City. We recognize that our obligation to provide the City of Port Orange with quality results requires an accessible office and a superior staff. Our local office in Orlando greatly enhances our capacity to meet tight deadlines and allows us to be actively involved with and have a positive impact on your projects. Kimley-Horn's Orlando office has over 164 professionals locally. This staff includes water/wastewater and utility engineers, planners, hydrogeologists, and support professionals who serve local municipalities and agencies. We are well established in Central Florida and can draw from additional local resources in Ocala to serve your needs. We approach our interaction with you as serving in a partnership role, working alongside your staff, and enhancing your internal resources. Our team has the expertise, drive, and resources to work as a cohesive unit with the City to ensure your projects are completed to your specifications.

Qualified and trusted subconsultants. To best serve you, we have supplemented our in-house capabilities with the resources of Terracon for geotechnical support, Ocean Surveys Inc. for marine survey, and Pure Technologies US Inc. for condition assessment. Communication with subconsultants is simplified when there is an existing professional relationship. We have teamed with these subconsultants in the past, are confident regarding their high quality of work and professionalism, and are confident that our collaboration will continue to be successful for any project services required by the City.

Unmatched technical excellence and experienced utilities team. We offer the City of Port Orange a highly technical and qualified core team to design your 20-inch force main river crossing. Our staff has extensive experience with traditional pipeline construction projects, directional drilling, and pipe bursting. We interact regularly and have long-standing relationships with permitting agencies in procuring permits for unique horizontal directional drill (HDD) projects, including those involving subaqueous crossings under sensitive wetlands, major highways, and under Waters of the State. Many times, we will provide hydraulic modeling and route analysis studies to determine the best approach to installing, replacing, and rehabilitating pipelines.

Why Kimley-Horn? Added value! The City of Port Orange is committed to providing a quality place to live and work for its residents, business owners, and visitors, and Kimley-Horn wants to continue being an integral part of the team that serves the City. The Kimley-Horn team offers top-notch local professionals, in-house capabilities, depth of resources, and a commitment of responsive and reliable service to the City of Port Orange. ***Kimley-Horn is not focused on the short-term result, but is devoted to institute a long-term relationship founded on trust, respect, and teamwork. Kimley-Horn is not a one-person team, but offers the best of both worlds—the resources of a large, nationally-ranked firm with the personal attention and response of a small dedicated professional team.*** As your project manager, I make a pledge to the City—both individually and for my project team—to provide exceptional client service and quality technical expertise.

Sincerely,

KIMLEY-HORN

Steve Romano, P.E.
Project Manager/Associate



20-Inch Force Main

River Crossing Design RFSQ #20-02

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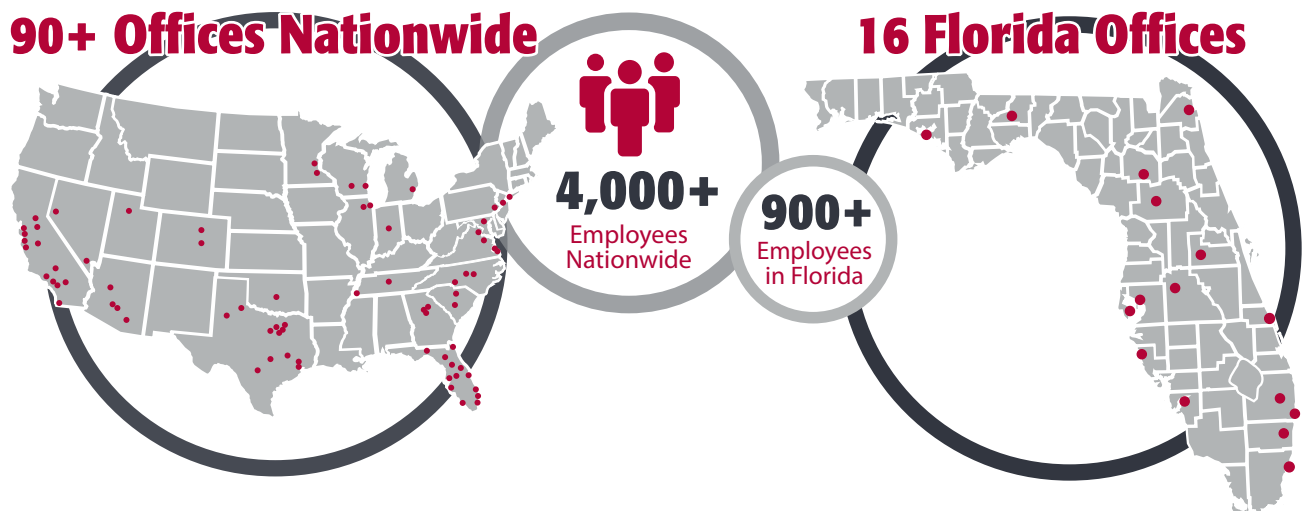
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A. COMPANY HISTORY, QUALIFICATIONS, ABILITY, AND CAPACITY

CORPORATE HISTORY OF THE FIRM

Kimley-Horn is a full-service, multidisciplinary consulting firm offering a broad range of planning, engineering, structural, and environmental services to public and private sector clients. We were founded in 1967 as a three-person transportation planning and traffic engineering firm in Raleigh, North Carolina. The following year, we opened our first Florida office in West Palm Beach to serve local utilities.

Today, Kimley-Horn has more than 4,000 employees in more than 90 offices across the United States and Puerto Rico offering a full range of consulting services to local, regional, national, and international clients. This means we can handle any unforeseen challenges in-house so you don't need to worry about finding another responsible entity to finish this project. In Florida alone, there are more than 900 employees in 16 offices. **Our local Orlando office will serve the City of Port Orange, giving the City the benefit of a local team, supplemented by team members with specialized expertise across the state.**



One feature that separates Kimley-Horn from other firms is our ability to provide integrated services for a project. Kimley-Horn has outstanding in-house resources and technical expertise to provide virtually all required services. Another of the benefits Kimley-Horn offers is our diversified resources and ability to draw from those resources at any time. Although Kimley-Horn has many disciplines, we have one expertise—making our clients successful.

PEER RECOGNITION

Kimley-Horn is recognized nationwide for the quality of its work environment, for its stature as a business enterprise, and for the outstanding work of its consulting staff. The firm's successful peer recognition has been accompanied by a commitment to providing responsive client service, pursuing continuous quality improvement, and operating as a business-based practice. Our clients benefit from the resources of a nationally-recognized organization while receiving the personal attention and response of a small dedicated professional team. **For 2020, Kimley-Horn was ranked #16 for FORTUNE'S 100 Best Companies to Work For.**



INTEGRATED WATER EXPERTISE SERVING MUNICIPALITIES

Kimley-Horn has been serving utility and municipal clients since our inception in 1967. Kimley-Horn has a long history of being a successful consultant to local government clients. We have served more than 100 cities, counties, and local government clients throughout Florida—and more than 50 of these municipalities have chosen Kimley-Horn as their on-call consultant. Throughout the firm's growth, we have come to appreciate the value and importance of remaining true to our roots as a small firm AND focusing our attention on our local clients and providing them with the personalized and responsive service they expect.

RESPONSIVE PROJECT MANAGER

Project manager **Steve Romano P.E.** will take the lead role in scope development, resource allocation, contract negotiations, and staff assignments with proactive coordination with the City to establish proper lines of communication, budgets, and schedules. Steve will work directly with City staff to identify, establish, and maintain the project's goals, scopes, budgets, and schedules consistent with your expectations. Steve will communicate regularly with City staff to ensure you'll always be aware of the progress, resolutions, and plans for overcoming any obstacles or potential impacts to the project delivery schedule. Steve has the authority and resources to mobilize a discipline-focused project team immediately for any task and will ensure Kimley-Horn exceeds your expectations.

CURRENT FLORIDA INTEGRATED WATER MUNICIPALITIES SERVED



LOCAL PROJECT OFFICE

Kimley-Horn has a vested interest in the City of Port Orange and its existing/future needs and conditions. **To provide a strong local presence and maximize our local staff, Kimley-Horn's Orlando office will serve the City of Port Orange as the primary office responsible for the actual production of the work related to RFSQ #20-02.** Established in 1980, Kimley-Horn's Orlando office has 164 full-time personnel. The proximity of these resources will help to ensure project manager Steve Romano, P.E. and his local staff are able to consistently provide the City with the dedicated responsiveness and personal communication it deserves.



FIRM'S QUALIFICATIONS, ABILITY, AND CAPACITY TO PERFORM THE SCOPE OF WORK

COMMITMENT TO THE CITY OF PORT ORANGE

Kimley-Horn is committed to providing the City of Port Orange with the highest quality staff and service to meet your project schedule and budget requirements.

Kimley-Horn is structured to allow for long-term commitments of specific personnel to serve a client's needs—there is no revolving door of staff. Kimley-Horn makes a commitment to the City of Port Orange that the project team members listed in the organization chart will be the same team of local, dedicated professionals who will serve the City for the duration of the contract.

FIRM'S CAPACITY TO MEET THE NEEDS OF THE CITY

We are committed to providing the City of Port Orange with the highest quality staff and service to meet your project schedule and budget requirements. To ensure that the appropriate staff are available and assigned to this project, Kimley-Horn office production meetings are held weekly to enable staff, task managers, and project managers to stay up-to-date regarding current and projected workloads. The firm also holds weekly regional production meetings to assess the availability and distribution of resources among our 16 Florida offices. With our depth of staff, project team partners, and ability to activate resources from multiple offices, we can ensure that your project will be completed on time and within budget.

Kimley-Horn uses a management information system (MIS) to continuously track our financial performance and productivity. One of the key elements of the MIS is a reliable forecasting process we call the "cast-ahead" system. The cast-ahead system is accessible by all project managers throughout the nation. It is the primary means of tracking and evaluating our staffing needs. Updated monthly by the project managers, the cast-ahead system forecasts our workload for the next month and the upcoming six-month period. The cast-ahead process ensures that sufficient staff and hours are available to meet project schedules. Based on his review of our cast-aheads, our project manager, **Steve Romano, P.E.** has determined that the proposed team is readily available and fully capable of staffing the RFSQ #20-02.

ABILITY TO PROVIDE RESPONSIVE SERVICE

Kimley-Horn's philosophy of providing professional engineering and design related services is based on client service and technical expertise. This philosophy is especially applicable for projects that encompass a broad variety of disciplines and experience, yet require a common point of contact. Accordingly, we provide all our clients with a well-defined team of project-centered professionals and staff who are empowered with the flexibility needed to respond quickly to both administrative requirements and scheduling needs. Much of our success over the last 53 years is directly related to our ability to provide high-quality, timely services.

Responsiveness means that we are available to you when you need us; it also means that the person you deal with is familiar with every facet of the project and is only a quick drive away. As project manager, **Steve Romano, P.E.** has a strong passion and commitment to serve the City of Port Orange. With our unique structure to operate as a one-profit center—Steve is able to utilize resources firm-wide to allocate manpower resources as necessary. This level of service leads to: cost reductions; increased productivity; quicker, more accurate product development; creative thoughts and ideas from different resources; and better quality products. Moreover, there is continuity and camaraderie among our key staff.

Commitment is a trait of all Kimley-Horn personnel; ask us to perform a task quickly, and the task will be completed to meet your satisfaction and deadline. We want to be the City's consultant on this contract and pledge to exceed your expectations by providing prompt, responsive, and personal service.



PROJECT MANAGEMENT AND TEAM CONTROL PROCEDURES

Kimley-Horn recognizes that a strong project management technique is necessary to successfully complete this critical City project. Our standard management practices are outlined in a formal manual published by the firm entitled, Project Manager's Manual. This document clearly establishes the firm's policy, which requires the project manager prepare a detailed work plan and management plan for each major project. This includes a plan for controlling and directing all elements of the project.

Our entire approach to project management is characterized by the following philosophies and policies, which are ingrained in the Kimley-Horn culture:

- We will not only control and manage the project schedule, we will anticipate problems, creatively develop solutions, and implement a set of actions before problems arise.
- We will follow up on action items to ensure that planned actions are executed by a single responsible person. There will be no misunderstanding as to who was or is responsible.
- Our project management plan will promote efficiency, clarify communication protocols, provide direction, avoid misunderstandings, and govern routine action.
- Our project management plan will clearly identify, budget, and plan for effective quality control and independent reviews, and we will produce a result that exceeds contractual expectations.
- We will execute random inquiries into schedule adherence, work performance, quality performance, and resource allocations to determine compliance with planned project performance. We will identify anomalies and take instant corrective actions as needed.
- Our project manager, Steve Romano, P.E., will be in command and control of the project at all times. He will have the authority to allocate resources and correct problems without senior management approval.
- We will view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions.

In short, Kimley-Horn's management approach is team-oriented, no-nonsense, results-oriented, and saturated with top quality people who routinely produce superior results. Kimley-Horn has the depth of resources, local experience, and diversity of expertise to provide the entire scope of services required for this project.

INTEGRATED WATER EXPERTISE

Kimley-Horn's integrated water expertise includes:

- Large diameter pipeline design
- Alternative water supply strategies
- Advanced water treatment
- Reclaimed water distribution systems
- Reclaimed water storage and pumping systems
- Regulatory assistance
- Route evaluations/alternatives
- Sewer rehabilitation and replacement
- Wastewater collection/ transmission systems
- Water and wastewater process evaluation and optimization studies
- Water and wastewater treatment design
- Process evaluations
- Aquifer storage and recovery
- Asset management
- Biological and hydraulic modeling of wastewater process systems
- Complex utility relocations
- Construction observation services
- Design of trenchless pipelines
- Flood control and floodplain mapping
- Permitting compliance
- Geographic information systems (GIS)
- Groundwater modeling
- Grant funding assistance
- Hydraulic modeling of water and wastewater systems
- Infiltration and inflow studies
- Master planning
- Monitoring and reporting
- Permit compliance
- Construction phase services

PIPELINE EXPERTISE

Kimley-Horn's specific pipeline design capabilities encompass all planning, design, permitting, and construction observation services required from the onset of a project through the approval process, and then bringing the system online. We have a large list of design projects for water mains, force mains, and reclaimed water mains through rural and urban corridors, including large subaqueous crossings and large diameter tunneling projects. Our services routinely include designing under strict regulatory compliance conditions, such as State Revolving Fund (SRF) loan requirements, coordinating with existing utilities to avoid underground conflicts, and integrating with existing on-site systems.

Our staff has extensive experience with traditional pipeline construction projects, directional drilling, and pipe bursting. We interact regularly and have longstanding relationships with permitting agencies in procuring permits for unique horizontal directional drill (HDD) projects, including those involving subaqueous crossings under sensitive wetlands, major highways, and under Waters of the State. Many times, we will provide hydraulic modeling and route analysis studies to determine the best approach to installing, replacing, and rehabilitating pipelines. **Additionally, for large subaqueous crossings we routinely incorporate our structural bridge team to review the proposed activities to ensure proper protection of the existing structures.** This allows for a design that is accounting for all of the potential impacts to protect existing critical infrastructure and the environment.



Kimley-Horn's pipeline design projects include:

- Martin County Utilities Raw Water Main (RWM) and Pump Station (PS) - Martin Downs to Tropical Farms, Martin County, FL
- Citrus County 12-inch Water Main Extension – US 19 and Cardinal Street
- Delray Beach Martin Luther King, Jr. Reclaimed Water Main Improvements (4 inches, 6 inches, and 10 inches)
- Dunnellon 2012 CDBG 12-inch Water Main Extension
- Dunnellon SR 41 Water Main Relocation of 8-inch Water Main and Construction of 12-inch Water Main
- Fort Myers 2 Million Gallon Ground Storage Tank and Yard Piping
- Fort Myers 12-inch to 36-inch Raw Water Main Design and Construction
- Hobe Sound Seabranh Boulevard 12-inch Water Main Interconnection
- Hollywood South Park Road 16-inch Water Main Upgrades
- Hollywood 6-inch to 16-inch Water Main Replacement Program
- Indian River County 24-inch West Wastewater Transmission System Inline Booster Station
- Indian River County South County Brine Disposal Pipeline 12-inch Force Main and 24-inch Stormwater Pressure Pipe
- Indian River County Stormwater Supply and Blend with Reverse Osmosis Water Treatment Plant Concentrate to Algal Turf Scrubber System (12-inch and 24-inch pipe)
- Indian River County Wabasso Causeway 12-inch Water Main and 12-inch Force Main Replacement
- Indian River County West Transmission 24-inch Force Main In-Line Pump Station
- Jupiter 30-inch Transmission Main Across Central Boulevard Water Main Crossing
- Jupiter General Continuing Consulting Services for Utilities Department (including 24-inch water main)
- Lake Wales Water System Master Model and 12-inch Water Main
- Manatee County Force Main 1M Rehabilitation (involving 24-inch and 30-inch force main)
- Manatee County 8-inch and 20-inch Force Main 5 Rehabilitation (6-inch and 16-inch water mains)
- Manatee County 24-inch to 30-inch Force Main 13A Rehabilitation (24-inch pipe)
- Manatee County 20-inch Force Main 15D Emergency Rehabilitation
- Manatee County F8-inch Force Main 23A Rehabilitation (6-inch and 8-inch pipe)
- Manatee County Moccasin Wallow 12.3-Mile 20-inch Reclaimed Water Main
- Marion County Silver Spring Shores 12-inch and 16-inch Reclaimed Water Main



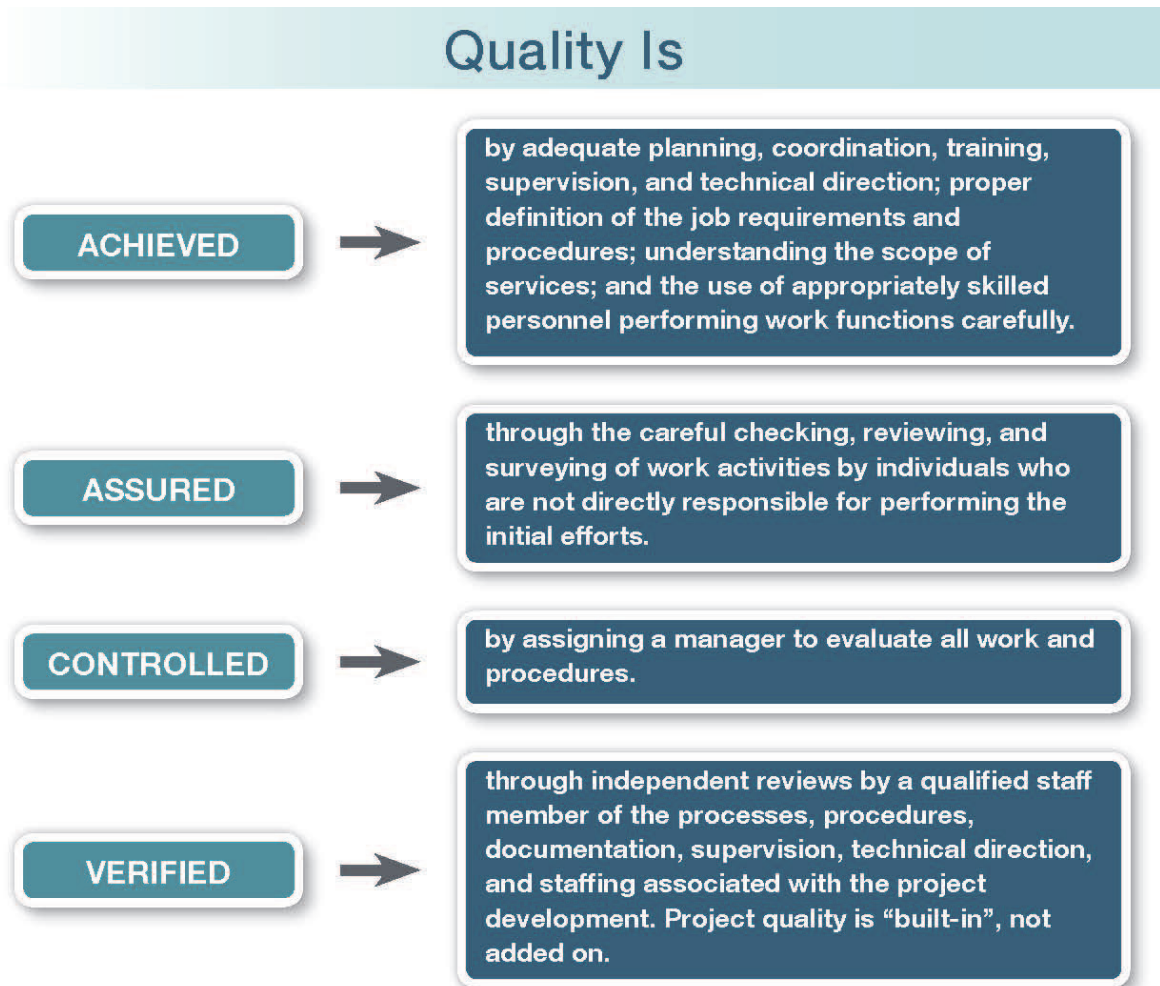
- Marion County Sun Country 12-inch and 16-inch Water Main Extension
- Marion County 8-inch, 12-inch, and 16-inch Water Main Extensions (under utilities engineering services contract)
- Marco Island North Collier Boulevard Utility Improvements (2-inch to 20-inch water mains)
- Martin County Indian River Plantation 12-inch Force Main Construction
- Martin County Tropical Farms Reverse Osmosis Water Treatment Plant Design of 12-inch to 30-inch Raw Water Main
- Miami-Dade County 72-inch Raw Water Main Design
- Miami-Dade County Water Distribution and Sanitary Sewage Collection Improvements from NW 41st Street to NW 51st Street between NW 35th Avenue and NW 36th Avenue (12-inch water main and 8-inch sewer mains)
- Miami Lakes Downtown Phase I and II and Lake Patricia Roadway Drainage Improvement Projects (primarily 15-inch, 18-inch, and 24-inch piping)
- North Bay Village 16-inch Force Main Rehabilitation Design-Build
- North Bay Village 16-inch Force Main Route Evaluation Report
- North Miami 48-inch Force Main Along Sunny Isles Boulevard
- North Miami 10-inch and 16-inch Force Main Rehabilitation
- North Miami/North Miami Beach Biscayne Blvd. Parallel 36-Inch Force Main
- Oakland Park Lloyd Estates Streetscape Drainage (pipe sizes no more than 36 inches)
- Orange County SR 50 Utility Relocation (4-inch to 30-inch force mains)
- Orlando International Drive and Universal Boulevard Force Main Design
- Orlando Moselle Avenue and Corrine Terrace Pump Station and Force Main Improvements
- Palm Beach A-7 Inline Booster Pump Station (20-inch and 24-inch force mains)
- Palm Beach D-8 Emergency Stormwater Pumping Station and Collection System Piping (54-inch force main)
- Palm Beach D-9 Stormwater Pump Station and Collection System 60-inch Piping
- Palm Beach D-14 Stormwater Pumping Station and Collection System Large Diameter Piping
- Pam Beach El Vedado Road Utility Improvements
- Palm Beach Ocean Boulevard 20-inch Force Main Replacement
- Pompano Beach SR 91 (Florida's Turnpike) Utility Relocations (12-inch water mains)
- Punta Gorda Large Diameter Petroleum Pipeline Impact Study
- Sarasota Osprey Avenue Phase II Utilities and Roadway Improvements (10-inch and 18-inch pipeline, 16-inch water main, and 24-inch force main)
- South Martin Regional Utility 12-inch Raw Water Main Improvements
- St. Pete Beach 10-inch and 12-inch Force Main 3
- St. Pete Beach 8-inch and 20-inch Force Main 5 (6-inch and 16-inch water mains)
- Tallahassee FAMU Way/Capital Cascades Trail Utility Relocations (30-inch sewer main and 10-inch water main)
- Universal 42-inch Force Main Relocation
- Wauchula Service Areas 1-3 6-inch Water Main Rehabilitation
- West Palm Beach 15th Street Infrastructure Improvements (12-inch water main)
- West Palm Beach 24-inch Water Main and 24-inch Force Main Subaqueous Pipeline Installations
- West Palm Beach 24-inch Water Main Route Evaluation Report and Design
- West Palm Beach 42-inch Force Main Aerial Crossing Replacement
- West Palm Beach 42-inch/48-inch Force Main Emergency Response Plan
- West Palm Beach 42-inch/48-inch Force Main Air Release Valve (ARV) Replacement
- West Palm Beach Cypress Drive Drainage (36-inch pipeline)
- West Palm Beach Flagler Drive Sanitary Sewer Point Repairs (8-inch to 21-inch pipeline)
- West Palm Beach North Flagler Drive, 23rd Street, and Currie Park 30-inch Force Main Improvements
- West Palm Beach Northwood Utility Relocations (16-inch to 30-inch pipeline)
- West Palm Beach Relocation of Existing 24-inch Water Main
- West Palm Beach Shared 30-inch Force Main Assessment
- West Palm Beach Southern Boulevard Bridge Subaqueous 16-inch Water Main Replacement and Route Study (14-inch pipeline)



- West Villages Improvement District US 41 12-inch, 12-inch, and 16-inch Reclaimed Water Transmission Main Expansion
- Wildwood CR 209 12-inch Force Main
- Wildwood Okahumpka 8-inch Water Main Extension
- Winter Garden SR 50 Utility Relocations from SR 429 to CR 545 (8-inch to 24-inch sewer main)

QUALITY ASSURANCE/QUALITY CONTROL

Recognizing the critical importance of careful quality control, Kimley-Horn developed a QA/QC manual that every project manager is required to know, and we certify that our procedures will ensure high-quality services that satisfy the City's needs. Quality is a keystone principle that has enabled us to become one of the leading consulting firms in the country. Kimley-Horn's QA/QC program is based on the philosophy depicted in the graphic below.



Our approach to frequent communication and to quality assurance/quality control will relieve City staff of any significant project review efforts. A QA/QC review of project solutions and analysis, together with design reviews, will ensure a top-quality deliverable for the City.

Our formal QA/QC program is based upon assigning experienced senior professionals who are otherwise qualified to manage a particular project, to serve in an independent quality control role. Lewis Bryant, P.E. will act as the QA/QC manager for this project. Lewis brings his technical expertise and significant local knowledge. Lewis also understands exactly what the City is looking for in a quality project and will help ensure each deliverable meets the City's expectations.

MARINE SURVEY



Ocean Surveys, Inc. (OSI) was founded in 1965 to provide industry and government with the technical expertise to acquire and interpret scientific data from both marine and freshwater environments. Company capabilities include hydrographic, oceanographic, geophysical, and geotechnical (sediment sampling) survey services. OSI has successfully completed more than 3,000 site investigations in 38 states and 44 countries across 6 continents.

OSI annually conducts scores of high-resolution hydrographic, multi-sensor geophysical, oceanographic, and sediment sampling projects supporting the federal mapping, marine design, coastal and professional engineering, environmental site assessment, marine archaeological, and construction community worldwide. This experience includes surveys on bodies of water ranging from inland waterways and reservoirs to major rivers, bays, and coastal environments.

OSI's staff of 35 engineers, scientists, and technicians has a broad range of training and marine surveying experience. OSI's only business is the acquisition and presentation of marine and freshwater data for charting environmental, engineering, and geologic studies. Company headquarters and OSI's Eastern Regional office are located in Old Saybrook, Connecticut. A Southeast area office is located in Metairie, Louisiana, and a Midwest area office is located in Northbrook, Illinois.

CONDITION ASSESSMENT



Pure Technologies U.S. Inc., a wholly owned subsidiary of Xylem, Inc. is a recognized industry leader in the inspection, assessment, and management of pressurized pipelines, having built a reputation of providing state-of-the-art and innovative solutions for its clients. Pure Technologies has established offices and teams around the world to serve our growing international client base.

The technologies utilized by Pure are effective condition assessment systems as they identify early indicators of deterioration. Combining its technologies and engineering analysis, baseline conditions of water mains can be determined with very little disruption to the water supply, the location of pipeline defects such as leakage, wall loss identified, and the cost of complete replacement can be avoided, enabling a more informed decision to selectively rehabilitate, replace or monitor specific pipes.

Pure's non-destructive leak detection technologies can accurately locate even pinhole leaks, allowing for immediate repairs that reduce non-revenue water and prevent leaks from leading to failure. Pure's condition assessment solutions are effective on a variety of pipe materials and can locate distressed sections along a pipeline, allowing for proactive, scheduled repairs with minimal service disruption.

PipeDiver Inline Condition Assessment Tool technology has been specifically designed to operate in live pipelines that cannot be taken out of service due to operational constraints. Compared to alternative methods of pipeline inspection, this technology offers significant cost savings because the pipeline remains in service, eliminating the need for costly dewatering, excavations, and service shutdowns. The system provides critical information about the condition of a pipeline by pinpointing individual pipe segments that are at risk of failure. Through benchmarking this data and selectively repairing or replacing at-risk pipes, utilities can significantly extend the life of their pipeline assets while saving critical budget dollars.

GEOTECHNICAL SERVICES



Terracon provides a wide range of services to support all phases of a project, from preliminary design through completion of the building process. Each local Terracon office, with access to the extensive geotechnical experience and expertise of engineers, geologists, and soils technicians throughout the company, can help to assess the risks associated with subsurface conditions. Terracon's geotechnical services include: subsurface exploration and testing; foundation analysis and design; in-situ testing and performance monitoring; earth structures, slopes, and retention systems; dynamic analysis and evaluation; soil stabilization and ground improvement; groundwater control; and pavement design and subgrade evaluation.



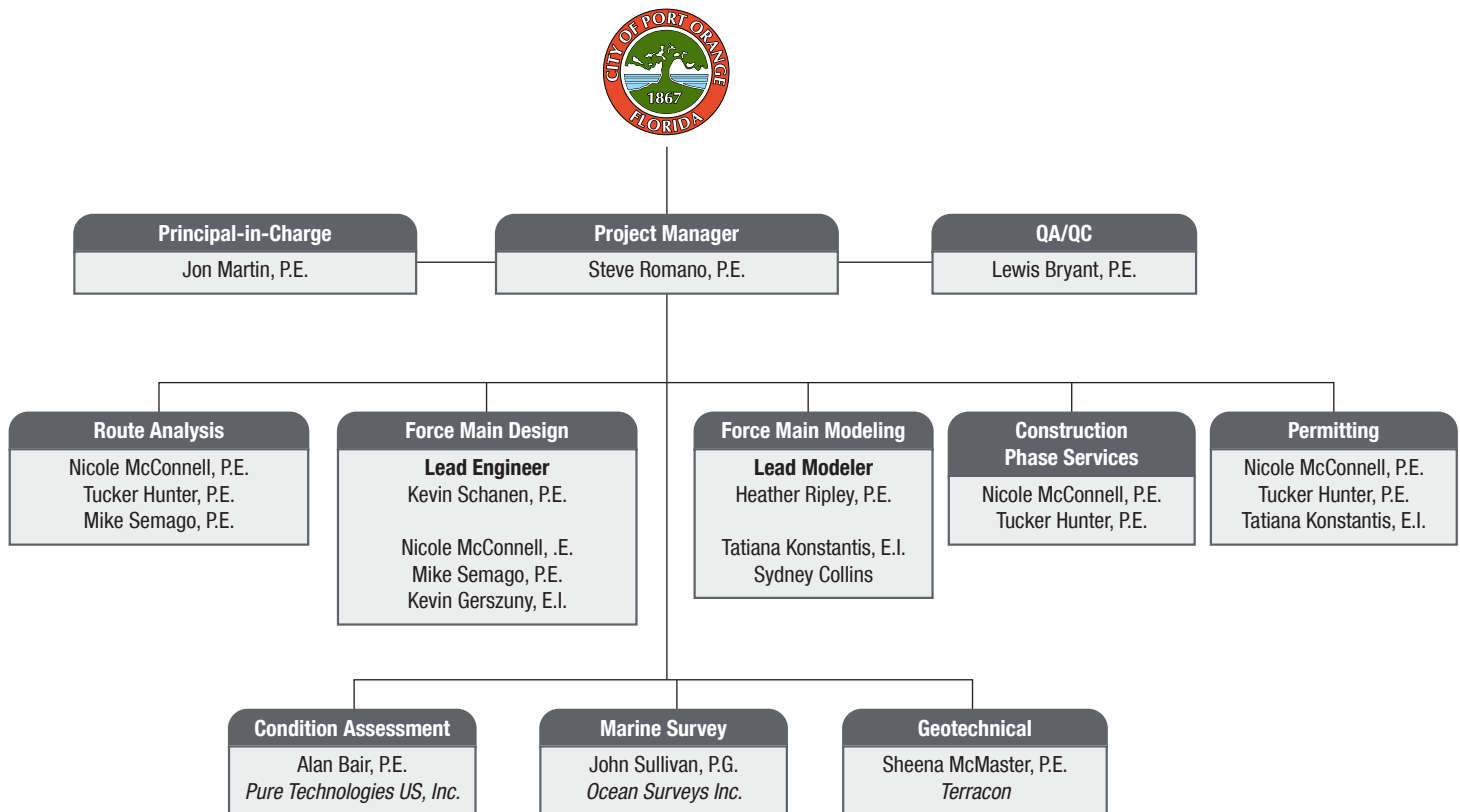
B. QUALIFICATIONS AND ABILITY OF PROFESSIONAL PERSONNEL

ABILITY OF PROJECT TEAM PERSONNEL

Kimley-Horn's project team is comprised of experts with reputations for excellence. ***Our project team has the expertise to serve on RFSQ #20-02, leveraging their familiarity with the City of Port Orange and serving as an extension of the City's staff.*** Kimley-Horn's professionals are accustomed to working on projects involving multiple diverse components and understand the importance of productive coordination to provide the required high-quality services in an efficient and timely manner.

ORGANIZATION CHART

The organization chart below illustrates our project team structure and defines relationships among disciplines. We have brought together a team of local experts based on the needs outlined in the scope of services. All team members have a history of working together on pipeline projects along with multiple other utility projects.



DEDICATED AND RESPONSIVE PROJECT TEAM MEMBERS



Steve Romano, P.E., Project Manager. As project manager, Steve will serve as your daily point of contract. He will have full authority to act on behalf of Kimley-Horn and will be personally responsible and accountable for the success of RFSQ #20-02. Steve has more than 23 years of experience and has designed over 100 miles of pipelines from 2 inches to 42 inches in diameter. He has designed many subaqueous crossings throughout Florida and understands the effort necessary to complete projects of this scope and complexity. Steve has been working in Volusia County for over 20 years and is very familiar with the local area and requirements to complete any type of utility project. Large pipeline projects require a deeper knowledge of construction, property rights, and long term operational concerns. Steve has designed many large diameter pipelines in the are and is well equipped to lead this effort to the City's greatest advantage.



Jon Martin, P.E., Principal-in-Charge. Jon has 25 years of water resources experience involving wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, wastewater force mains, finished water mains, wastewater pipeline rehabilitation, utility master planning, reuse distribution and storage, construction phase services, system startup services, stormwater master planning, floodplain management, water quality design, GIS, ICPR modeling, community rating system, MODRET, and stormwater compliance. Jon has been involved on projects for the City of Port Orange, including serving as project manager on the General Consulting Services contract and sidewalk improvements projects for Herbert Street and Madeline Avenue. Jon also served as project engineer on the Port Orange Riverwalk Master Development Plan project.



Lewis Bryant, P.E., QA/QC. Lewis has more than 19 years of experience with municipal utility engineering, including distribution system design, hydraulic computer modeling and analysis, and construction phasing and inspections. Lewis brings additional local, Port Orange knowledge, having worked with the City for the past several years, including lift station rehabilitation projects connected to this 20-inch force main. As QA/QC advisor, Lewis will conduct QA/QC reviews at the end of each project phase to ensure that the project deliverable is not only technically correct but also consistent with the project's objectives. Lewis will also review project deliverables for clarity, accuracy, completeness, and complete scope compliance.



Kevin Schanen, P.E., Lead Engineer - Force Main Design. Kevin has more than 22 years of experience and will be taking on the role of lead subaqueous designer and the depth of his coastal experience will provide highly technical and relevant oversight to ensure a successful project. Kevin specializes in water resources design, stormwater pump station design, inline booster pump station design, and structural rehabilitation. He works closely with our water resources team on water treatment and utility projects. He has also served as project manager on numerous utility engineering infrastructure projects that have included force mains, stormwater and sanitary pump stations, water and wastewater treatment facilities, water mains, and storm sewers. **Kevin has been working in Palm Beach County for over 20 years and has designed several intracoastal crossings, both aerial and subaqueous.**



Nicole McConnell, P.E., Force Main Design, Route Analysis, Permitting, Construction Phase Services. Nicole has 14 years of experience specializing in wastewater treatment plant and pipeline design. Nicole's pipeline design experience includes the design of potable, reuse, and wastewater pipelines ranging in diameter from 4 inches to 42 inches. Nicole's technical engineering skills include pipeline design, pump stations, wastewater treatment plant design, odor control systems, process basins, solids handling facilities, reuse feasibility planning, master planning, permitting, and construction management.



Tucker Hunter, P.E., Route Analysis, Permitting, Construction Phase Services. Tucker is a project analyst with seven years of experience and is a Florida Stormwater Erosion and Sedimentation Control Inspector. His Florida project experience includes: Consulting Engineering Services for the Town of Monteverde; Infiltration and Inflow Analysis for Brevard County; and Wekiva Hunt Club Water Reclamation Facility Improvements for Utilities Inc. of Florida.



Mike Semago, P.E., Force Main Design, Route Analysis. Mike has seven years of experience providing planning, design, permitting, and construction management of water, wastewater, and reclaimed water projects. He has assisted with design and managed numerous pump station and water/waste water pipeline projects, from small scale to several million dollar capital improvement projects. He has significant experience with sanitary sewer collection/ transmission modeling, design of master pump stations, and pump station rehabilitation. Mike currently serves as the client service manager for the City of Temple Terrace as project manager on a variety of water/wastewater project including force main replacements, lift station rehabilitations, master lift station replacement, system-wide hydraulic modeling/planning, lift station condition assessments, CIP development, FDOT utility relocations, and sewer capacity analysis for new developments.



Heather Ripley, P.E., Force Main Modeling - Lead Modeler. Heather has more than 10 years of water and wastewater experience, including planning, design, construction administration, and analyses. She has also provided hydraulic analyses for potable water development reviews to understand the effects of water transmission and distribution systems and water supply and storage to determine required system improvements to maintain level of service. Heather's experience also includes project management execution and budget preparation, as well as managing CIPs. She has managed up to \$4.5M of projects in design and construction phase services for water and wastewater infrastructure and treatment. She has also managed projects with more than \$80M in construction budgets. **Heather is currently acting as the lead modeler for the City's water, wastewater, and reclaimed system models.**



Kevin Gerszuny, E.I., Force Main Design. Kevin has three years of experience providing design, permitting, and construction management of water, wastewater, and reclaimed water projects. He has provided hydraulic modeling on several key teams for projects on Florida's Gulf Coast. As project analyst, he has a working proficiency with AutoCAD, Vermeer BoreAid, SewerGEMS, WaterCAD, GIS, and Revit. Kevin has served on projects, including the South Pasadena 24-inch Reclaimed Water Subaqueous Horizontal Drill, End of Service Life Force Main Replacements, San Remo Close Tolerance Horizontal Directional Drill Water Main Replacement, and Village of Parrish Master Lift Station. Kevin earned his Bachelor of Science in Mechanical Engineering from the University of Florida and is a registered engineering intern in the State of Florida.



Tatiana Konstantis, E.I., Force Main Design, Permitting. Tatiana is a water and wastewater project analyst. She has assisted on the Davenport water main replacement and construction services projects; Palm Lakes water main replacement for Palm Beach County; Orlando Thousand Trails RV Resort wastewater treatment plant potable water main extension design; Port Orange sanitary sewer model; and the replacement of two miles of 42-inch PCCP force main for Universal Studies in Orange County.



Sydney Collins, E.I., Force Main Design. Sydney is a water and wastewater project analyst. Her project experience includes the Colonial Manor water main replacement for the Florida Government Utility Authority; Davenport water facility plan, drinking water master plan, and water main replacement projects; Otto Court water main for the City of Tavares; Ocala water treatment facility feasibility analysis; and the Palm Lakes water main replacement for Palm Beach County.

SUBCONSULTANT TEAM



John Sullivan, P.G., Ocean Surveys Inc. (OSI)- Marine Survey

John has 35 years of experience and serves as Ocean Surveys' Geophysical Section Manager, overseeing a staff of geophysicists, geologists, and data processing personnel. John is a marine geologist specializing in the acquisition and interpretation of geophysical data and has a broad base of experience in the full spectrum of services offered by OSI, including geophysical, hydrographic, and geotechnical projects. He has managed and provided technical direction for more than 200 marine geophysical surveys. These include investigations throughout the continental USA and extended studies at remote sites in the Caribbean, Middle East, and South America.



Alan Bair, P.E., Pure Technologies US Inc. - Condition Assessment

Alan is an engineer with experience in civil engineering, including the inspection of wastewater force mains of multiple materials. He joined Pure Technologies in 2008. Before joining Pure Technologies, Alan worked as a resident civil engineer on various large projects. During this time he had been exposed to a wide variety of aspects of civil engineering such as on-site observations and consultation, as well as project analysis, report preparation, geotechnical investigations, soil analysis, and foundation design. Alan's experience includes pipeline evaluations ranging in diameter from 8 to 132 inches involving internal pipeline inspections, pipe dissection, material sampling, and external examinations. His work has also included upholding the proper requirements of supervising confined space entry rope support and the installation of fiberoptic cable in water mains. Alan's most recent work includes engineering project management, involving budgeting, cost estimating, scheduling and project control, report preparation and client relations, in regard to these types of engineering evaluations. Alan currently serves as Program Manager for the Miami-Dade Water and Sewer Department's large diameter pipeline management program, which includes condition assessment of force mains.



Sheena McMaster, P.E., Terracon - Geotechnical

Sheena is a senior geotechnical engineer. She has 22 years of extensive experience, in Central Florida, in all aspects of geotechnical engineering, construction materials testing and evaluations, hydrogeologic studies for rapid infiltration systems, slow rate application of re-use water, sinkhole potential evaluations, and risk and remediation. Sheena coordinates and provides project engineering services on geotechnical engineering tasks. Her experience includes geotechnical consulting for treatment facilities and utilities, K-12 and higher education facilities, transportation (i.e. roadways and bridges), subdivisions, and various commercial buildings/facilities.

PROJECT TEAM RESUMES

Project team resumes for 10 key personnel are provided at the end of this section.



Steve Romano, P.E.

Project Manager

Years of Experience: **23** Years at Kimley-Horn: **4**

RELEVANT EXPERIENCE

SPECIAL QUALIFICATIONS

- Professional engineer with 23 years of experience, including more than 100 miles of pipeline projects, more than 50 wastewater pump station projects, and several storage and repumping projects
- Preparation of utility plans, including water plans, wastewater plans, reclaimed water plans, process studies, distribution studies, collection/transmission studies, and DBP studies
- Pipeline design from 2 inches to 42 inches for water, sewer, and reclaimed systems involving rights-of-way and easements across railroads, water bodies, interstates, and local roads associated with new construction and relocations due to road widening

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Environmental Engineering, University of Central Florida
- Professional Engineer in Florida
- Water Environment Federation

General Services Contract (Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant, Port Orange, FL

— Project engineer. Kimley-Horn is providing continuous general engineering consulting services to complete a wide range of projects for the Port Orange Utilities Department. Services include wastewater treatment plant evaluations, water main extensions, financial planning assistance, wastewater treatment plant modeling, and utility master planning.

Church Avenue Force Main Replacement, Longwood, FL — Project manager for the design and drafting of 2,300 feet of force main improvements along Church Avenue within the Utilities Inc. Longwood Service Area. Pipeline ranged from four-inch force main to six-inch force main, designed to be installed by directional drill.

Northwestern Force Main Replacement, Sanlando Service Area, Altamonte Springs, FL

Project engineer. This project for Utilities Inc. of Florida consisted of 4,500 linear feet of 6-inch force main designed with public rights-of-way. The old force main was aging and had been experiencing more breaks in recent years. As such, the Utility decided to replace the force main. The new force main was located within the public right-of-way along a new alignment. The construction entailed several directional bores and was connected to a receiving manhole at the end of the route. Services included preliminary and final design services, permitting, and general construction phase services.

Replacement of Two Miles of 42-inch PCCP Force Main for Universal Studios, Orange County, FL

Project manager. This project included the relocation of 7,200 linear feet (LF) of 42-inch PCCP force main and 2,800 LF of 36-inch ductile iron pipe (DIP) force main. Replacement used 8,000 LF of 42-inch PVC force main and 2,800 LF of 54-inch PVC force main. The majority of the force main was installed via open cut and included one canal crossing. The force main connects on site at Orange County Utilities' South Water Reclamation Facility.

Wekiva Springs Road Force Main Relocation, Seminole County, FL — Project engineer. This project for Utilities Inc. of Florida consisted of the relocation of more than 3,000 linear feet of 12-inch wastewater transmission pipe and more than 7,000 feet of 8-inch water main along Wekiva Springs Road due to a Seminole County roadway improvement project. Project services included: preliminary and final design, permitting, and general construction phase services.

Master Lift Station, Parrish, FL — Project engineer. Kimley-Horn performed design and permitting for the Village of Parrish master lift station. The current design included an inline booster station; however, the County wants to modify the design to a submersible lift station to incorporate future gravity flows. Kimley-Horn constructed a hydraulic model for the northwest service area to determine how the new master lift station will affect the overall force main network. This model was utilized to select the appropriate pumps to operate during peak flows. The design included a quad-plex submersible lift station, electrical building, crane, odor control, piping modifications, and site civil improvements.



Jon Martin, P.E.

Principal-in-Charge

Years of Experience: **25**

Years at Kimley-Horn: **20**

RELEVANT EXPERIENCE

SPECIAL QUALIFICATIONS

- Has 25 years of experience in drainage/stormwater engineering and project management for private and public land development, including utilities, site layout, grading, and permitting
- Extensive knowledge of permitting through various review agencies across Florida
- Water resources skill set includes: wastewater pump stations, horizontal directional drilling, areawide hydraulic modeling, wastewater force mains, finished water mains, wastewater pipeline rehabilitation, utility master planning, reuse distribution and storage, construction phase services, system startup services, stormwater master planning, floodplain management, water quality design, GIS, ICPR modeling, community rating system, MODRET, and stormwater compliance

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Central Florida
- Professional Engineer in Florida
- American Society of Civil Engineers

Lift Station 17 Force Main, Maitland, FL — Project engineer. The City's new development along Maitland Concourse Parkway requires additional wastewater flow to be directed toward the City's lift station 17. The approximately 2,500 linear feet of 8-inch force main connected the developer's lift station to the City's wet well by crossing FDOT's Maitland Boulevard and along Sandspur Road via directional drill method of construction. The pipeline was permitted through FDOT, Seminole County, and FDEP as required for each agency's involvement.

General Services Contract (Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant) (aka Utilities Engineering Services Contract), Port Orange, FL Principal-in-charge. Kimley-Horn is providing continuous general engineering consulting services to complete a wide range of projects for the Port Orange Utilities Department. Services include wastewater treatment plant evaluations, water main extensions, financial planning assistance, wastewater treatment plant modeling, and utility master planning.

Port Orange Riverwalk Master Stormwater Plan, Port Orange, FL — Serving as project engineer. The main component of the master stormwater plan is a regional stormwater facility that will provide water quality and attenuation for the project. The property the regional pond is located on is City surplus land and is located adjacent to an older mobile home park that currently has no stormwater management facilities. Incorporated into the stormwater management system will be a passive recreational facility for the local residents. The innovative approach, since the pond is not located within the CRA, will be for the proposed pond to treat the mobile home park in lieu of the Riverwalk project area; thus, compensation is accomplished by providing water quality and attenuation of an existing mobile home park that presently discharges directly into the Halifax River. Regional water quality treatment and attenuation requirements can be achieved through the use of this mitigating and innovative concept.

Port Orange Riverwalk Master Development Plan, Port Orange, FL — As project engineer, updated the master development plan for preliminary design and engineering to bring the elements of the Port Orange Town Center planning document closer to the implementation stage. Also working on land use, zoning, and infrastructure for the project. The Riverwalk District is part of the Port Orange Town Center plan and is identified as a pedestrian-friendly, mixed-use entertainment location that will offer a compact-built environment, a grid network of narrow streets with pathways, and Florida vernacular-style architecture with open spaces and attractive vistas.

Madeline Avenue Roadway and Sidewalk Improvements, Port Orange, FL — Project manager for the Madeline Avenue roadway improvements consisting of 5,300 linear feet of proposed sidewalk and 1,200 linear feet of new pavement to provide two one-way paved roadways in lieu of the existing 19-foot two-lane paved road. The design concept developed involved bifurcating the road, having the existing pavement serve as a one-way westbound lane, and constructing a new one-way eastbound lane; both meeting FDOT and City design standards. This design effectively reduced the impact on the trees while improving safety for City of Port Orange residents.



Lewis Bryant, P.E.

QA/QC

Years of Experience: **20**

Years at Kimley-Horn: **12**

RELEVANT EXPERIENCE

SPECIAL QUALIFICATIONS

- Has 20 years of experience involving municipal utility engineering, including utility relocation, master planning, distribution system design, hydraulic computer modeling and analysis, and construction phasing and inspections
- Experience includes water and wastewater distribution system projects, wastewater treatment plant modifications, expansion plans and capacity analysis reports, water treatment plant design and modifications, water and wastewater utility mapping, modeling, expansions, and construction inspections
- As one of the Florida region's WWTP design leaders, Lewis specializes in WWTP design, facility expansion plans, permit renewals, and operational evaluations. His experience includes new WWTP design/permitting, WWTP modifications, expansion plans and capacity analysis reports, water and wastewater utility mapping, modeling, expansions, and construction inspections

PROFESSIONAL CREDENTIALS

- Master of Business Administration, University of Florida
- Master of Science, Civil Engineering, University of Florida

CR 209 12-inch Force Main and Lift Station Construction, Wildwood, FL — Project manager and engineer of record. This project included: the conversion of the City's existing 40-HP, duplex CR 209 lift station to a new 80-HP triplex master lift station; new SCADA control panel; SCADA integration; new flow meter; new pressure transducer/transmitter; various electrical and control improvements; constructing a pretreatment screening structure; and constructing 16,500 feet of 12-inch force main and 9,300 feet of 16-inch force main from the CR 209 lift station to the City's WWTF. The new force main reduced the flows through an existing 6-inch force main, reduced pump operating times, and increased the long-term capacity and reliability of the wastewater collection system. Kimley-Horn assisted the City in obtaining a grant from the FDEP totaling \$250,000.

SW 49th Avenue Water Main and Force Main Extensions, Marion County, FL — Project manager. Kimley-Horn is providing utility construction administration assistance for water main and force main construction on SW 49th Avenue from SW 80th Street to SW 95th Street. Services will include construction observations, test observations, coordination meetings, FDEP permit clearance certifications, and responding to County requests for additional information.

Northeast Service Territory Force Main Extension (Trailwinds), Wildwood, FL — Project engineer. Kimley-Horn designed and permitted approximately 18,000 feet of 12 inches/16 inches of force main for the City of Wildwood. The project included hydraulic modeling (SewerCAD), transient analysis (Hammer V8i), design and production of construction plans and specifications, a lift station design, and pump selection. The project route crossed several county roads, under an FDOT bridge, and CSX railroad crossing.

CR 501 Force Main Design, Wildwood, FL — Project manager. This pipeline project included the evaluation, design, and permitting for replacement of 8,000 linear feet of an existing 14-inch diameter PVC DR 25 C-905 force main that had a history of successive failures. The recommendations included the installation of a new 16-inch diameter PVC DR 18 C-905 force main and the installation of a new air-vacuum valve to help reduce the occurrence of column separation. The section of force main being replaced was part of a main transmission main that had several other lift stations connected to the system via manifold connections, and ultimately conveys flow to the City's wastewater treatment facility (WWTF). This project utilized hydraulic and transient modeling to aid in the design due to the complexity of the conveyance system, significant changes in pressure, and previous failure history. Using the hydraulic model, several scenarios were evaluated for potential impacts from a new 3,200-gpm master lift station, flow re-route options, hydraulic capacity of system lift stations, and transient analysis. Recommendations were made to modify current operations to reduce the operational impacts and risk of future failures.

St. Pete Beach Engineering Services (Force Main 3, Force Main 5), St. Pete Beach, FL — Project engineer. Kimley-Horn was selected in 2012 to provide general engineering services to the City of St. Pete Beach for various public works projects, including: Pump Stations Nos. 1, 2, and 3; Lift Stations 5, 6, 9, and 12; Force Main # 3 Evaluation and Design; and Inflow & Infiltration (I&I) Report and Citywide Model.



Kevin Schanen, P.E.

Force Main Design - Lead Engineer

Years of Experience: **22**

Years at Kimley-Horn: **21**

RELEVANT EXPERIENCE

SPECIAL QUALIFICATIONS

- Has 21 years of diverse engineering and project management experience
- Experienced project manager with a wide variety of municipal projects, including water, wastewater, and stormwater utilities, structures, restoration and rehabilitation, community parks, streetscapes, and infrastructure improvements
- Software experience includes Ad-ICPR, WaterGEMS, STAAD, AutoCAD Civil3D, ASAD, and MathCAD

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, Texas, and Virginia
- American Public Works Association
- Florida Engineering Society

24-Inch Water Main and 24-inch Force Main Subaqueous Intracoastal Crossings (Pipeline Installations), West Palm Beach, FL — Engineer of record for the design of 2,700 linear feet of twin 24-inch HDPE pipelines under the Intracoastal Waterway between the City of West Palm Beach and the Town of Palm Beach. As a result of the Flagler Memorial Bridge reconstruction project, a 24-inch water main owned by the City of West Palm Beach needed to be relocated. Kimley-Horn provided an initial route study to identify potential pipeline routes. Once a route was selected, Kimley-Horn provided design, permitting, bid and construction phase services for the project. The design of over 1,000 linear feet of upland pipeline was also performed through downtown West Palm Beach. Permits were obtained from the U.S. Army Corps of Engineers, the FDEP, and the FDOT. To save construction costs, the Town of Palm Beach elected to replace their aging force main crossing in conjunction with this project. Kimley-Horn provided the design, permitting, bid, and construction phase services for this work as well.

Southern Boulevard Bridge Subaqueous 16-inch Water Main Replacement and Route Study (14-inch pipeline), West Palm Beach, FL — This project involved the design of a 16-inch HDPE pipeline under the Intracoastal Waterway between the City of West Palm Beach and the Town of Palm Beach. As a result of the Southern Blvd. Bridge reconstruction project, a 16-inch water main owned by the City of West Palm Beach needed to be relocated. Kimley-Horn provided an initial route study to identify potential pipeline routes and hydraulic modeling to determine that the pipe diameter could be reduced to lower construction costs. Kimley-Horn provided design, permitting, bidding, and construction phase services for the project. Permits were obtained from the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and Florida Department of Transportation.

Indian River Plantation 12-inch Force Main Construction, Martin County, FL — Project engineer. Kimley-Horn was retained to construct a new subaqueous 12-inch force main across the Indian River Intracoastal Waterway between Hutchinson Island and Sewall's Point connection at Ocean Boulevard and Sewall's Point road in Martin County. The scope of services for this project consisted of reviewing the existing sewer system data, preparing topographic survey, design, preparation of drawings and specifications, decommissioning the wastewater treatment plant, and regulatory agency permitting and bidding assistance for the diversion of wastewater from the existing Indian River Plantation wastewater treatment plant to the Martin County Utilities consolidated sewer system.

24-inch Water Main Route Evaluation Report and Design, West Palm Beach, FL — Project engineer. As a result of the Florida Department of Transportation (FDOT) relocating the Flagler Memorial Bridge, the City of West Palm Beach was required to relocate an existing subaqueous 24-inch water main that conflicted with the new bridge location. To implement the most beneficial relocation route for the City, Kimley-Horn developed a water main route evaluation report. The project included evaluating four alternative water main alignments to cross the Intracoastal Waterway from the City of West Palm Beach to the Town of Palm Beach. The report discussed community impacts, constructability, permit feasibility, and a recommendation to proceed with a preferred water main route.



Nicole McConnell, P.E.

Route Analysis; Force Main Design; Permitting; Construction Phase Services

Years of Experience: **14** Years at Kimley-Horn: **4**

SPECIAL QUALIFICATIONS

- More than 14 years of work experience as an environmental engineer specializing in wastewater treatment plant and pipeline design
- Technical engineering skills include wastewater treatment plant design, odor control systems, process basins, solids handling facilities, pipeline design, pump stations, reuse feasibility planning, master planning, permitting, and construction management
- Pipeline design experience includes the design of potable, reuse, and wastewater pipelines ranging in diameter from 12 inches to 42 inches and up to 12,000 linear feet

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Environmental Engineering, Rensselaer Polytechnic Institute
- Professional Engineer in Florida
- Florida Water Environment Association
- Water Environment Federation

General Services Contract (Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant), Port Orange, FL

Project engineer. Kimley-Horn is providing continuous general engineering consulting services to complete a wide range of projects for the Port Orange Utilities Department. Services include wastewater treatment plant evaluations, water main extensions, financial planning assistance, wastewater treatment plant modeling, and utility master planning.

Utilities Inc. of Florida, Church Avenue Force Main Replacement, Longwood, FL — Project engineer. Acted as engineer of record for the design of 2,300 linear feet of 4-inch and 6-inch force main. The force main is to be installed via horizontal directional drilling. Responsible for design, permitting, bidding, and construction services.

Replacement of Two Miles of 42-inch PCCP Force Main for Universal Studios, Orange County, FL

Project engineer. This project included the relocation of 7,200 linear feet (LF) of 42-inch PCCP force main and 2,800 LF of 36-inch ductile iron pipe (DIP) force main. Replacement used 8,000 LF of 42-inch PVC force main and 2,800 LF of 54-inch PVC force main. The majority of the force main was installed via open cut and included one canal crossing. The force main connects on site at Orange County Utilities' South Water Reclamation Facility.

Lift Station Rehabilitation Project, Pasco County, FL — Engineer of record responsible for design, bidding, and construction services for rehabilitating twenty-eight lift stations. Upgrades included pump and valve replacement, piping replacement, and electrical upgrades. Kimley-Horn team is providing design, permitting, and construction services for this lift station rehabilitation project as a part of a continuing contract with Florida Governmental Utility Authority. Tasks include: preparation of construction plans and specifications, bidding assistance, and construction administration services.

Reclaimed Water Expansion Project, Tampa, FL — Project engineer. The City of Tampa's plans to expand supply and distribution of reclaimed water were evaluated in this project. Provided technical support for the completion of the basis of design report (BODR) and development of the 30% drawings. Also worked with regulatory agencies to determine permitting requirements for pipeline installation in urban areas, as well as for subaqueous crossings.

Lift Station 143 Odor Control Improvements, Orlando, FL — Project engineer. Acted as engineer of record for the design of a modular biofilter odor control unit. Additional work on site included an 8-foot block wall along the property and rehabilitation of the existing wetwell. Responsible for design, subconsultant management, bidding, and construction services.

Tucker Hunter, P.E.

Route Analysis; Permitting; Construction Phase Services

Years of Experience: **7**

Years at Kimley-Horn: **2**

RELEVANT EXPERIENCE

Replacement of Two Miles of 42-inch PCCP Force Main for Universal Studios, Orange County, FL

Project engineer. This project included the relocation of 7,200 linear feet (LF) of 42-inch PCCP force main and 2,800 LF of 36-inch ductile iron pipe (DIP) force main. Replacement used 8,000 LF of 42-inch PVC force main and 2,800 LF of 54-inch PVC force main. The majority of the force main was installed via open cut and included one canal crossing. The force main connects on site at Orange County Utilities' South Water Reclamation Facility.

Lift Station 17 Force Main, Maitland, FL— Project engineer. The City's new development along Maitland Concourse Parkway requires additional wastewater flow to be directed toward the City's lift station 17. The approximately 2,500 linear feet of 8-inch force main connected the developer's lift station to the City's wet well by crossing FDOT's Maitland Boulevard and along Sandspur Road via directional drill method of construction. The pipeline was permitted through FDOT, Seminole County, and FDEP as required for each agency's involvement.

Master Lift Station, Parrish, FL — Project engineer. Kimley-Horn performed design and permitting for the Village of Parrish master lift station. The current design included an inline booster station; however, the County wants to modify the design to a submersible lift station to incorporate future gravity flows. Kimley-Horn constructed a hydraulic model for the northwest service area to determine how the new master lift station will affect the overall force main network. This model was utilized to select the appropriate pumps to operate during peak flows. The design included a quad-plex submersible lift station, electrical building, crane, odor control, piping modifications, and site civil improvements.

Water Facilities Plan (includes Drinking Water Master Plan task), Davenport, FL — Project engineer. The Drinking Water Facilities Plan identified the road map for successful utility expansion for the Town of Davenport based on present day, 5-year, 10-year, 20-year water demand. Kimley-Horn provided data collection, model update, potable water system hydraulic modeling, and a Drinking Water Master Plan in support of the preparation of the Drinking Water Facilities Plan. Kimley-Horn prepared a capacity evaluation of each water treatment plant along with a combined system capacity evaluation. The Drinking Water Master Plan included: an existing and future service area description; population/demand projections; water system analysis and methodology; recommended water system improvements; water system planning alternative and phasing; and water main replacement project features (components, alternative analyses, cost analysis, and challenges). The Drinking Water Facilities Plan was prepared in accordance with FDEP requirements and involved scheduling of and participation in a public meeting with a detailed agenda addressing required issues.

Wekiva Hunt Club Water Reclamation Facility (WRF) Reliability Improvements for Utilities

Inc. of Florida, Apopka, FL — Project engineer. Kimley-Horn is providing services related to improvements at the Wekiva Water Reclamation Facility (WRF). The scope of services includes a new blower building, new tertiary filters, new chemical systems, and a new plant lift station. Since the original design, several additional tasks have been requested to complete the project. These tasks include landscaping and entrance improvements, additional demolition, removal and site design of a replacement storage building, and an additional increase in capacity to 4.0 MGD, which entailed reconfiguring the headworks. Additionally, due to some of these changes, significant site layout modifications were made which changed the site plan and added the sludge dewatering building, including the relocation of the belt filter press to the overall scope.

SPECIAL QUALIFICATIONS

- Has seven years of experience in Florida stormwater erosion, FDEP SRF projects, and as a sedimentation control inspector
- Proficient in AutoCAD

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil and Environmental Engineering, Old Dominion University
- OSHA 40 - HAZWOPER
- Florida Stormwater Erosion and Sedimentation Control Inspector
- Professional Engineer in Florida



Mike Semago, P.E.

Route Analysis; Force Main Design

Years of Experience: **7**

Years at Kimley-Horn: **5**

RELEVANT EXPERIENCE

SPECIAL QUALIFICATIONS

- Civil analyst with seven years of experience
- Proficient in Microsoft Excel, Word, PowerPoint, Outlook, Bluebeam, AutoCAD Civil3D, Revit, MEP, and Boreaid
- Experienced in Math Cad, Solid Works, and Primavera P6

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Central Florida
- Bachelor of Science, Environmental Engineering, University of Central Florida
- Professional Engineer in Florida
- American Water Works Association
- Florida Water Environment Association
- Water Environment Federation

20-inch Force Main 15D Rehabilitation, Manatee County, FL — Project analyst. Kimley-Horn provided design, permitting, and construction services associated with the rehabilitation of Force Main 15D, located at 59th Street West at the intersection of Manatee Avenue. The existing force main discharged into a manhole located south of the right-of-way in the southbound lane of 59th Street West. The project included approximately 550 LF of 20-inch PVC that included a jack-and-bore under the FDOT right-of-way.

24-inch to 30-inch Force Main 13A Rehabilitation, Manatee County, FL — Kimley-Horn is responsible for the rehabilitation of Force Main 13A, which connects Lift Station 13A located east of the intersection of Saunders Rd. and 5th St. W. to tie into existing Force Main 12A. The project is currently in construction phase and includes the replacement of approximately 13,000 linear feet of 24-inch ductile iron pipe with 24-30 inch high-density polyethylene (HDPE) force main.

Force Main 1M Rehabilitation, Manatee County, FL — The project included the replacement of Force Main 1M, which connects Lift Station 1M (located west of the intersection of Palma Sola Blvd. and Cortez Blvd.) to the County's Southwest Water Reclamation Facility (SWWRF). The work includes approximately 14,800 LF of a combination of 24-inch PVC force main, 30-inch HDPE force main, and 3,303 LF of 30-inch PVC force main to the connection at SWWRF. Realignment of the force main to the southern right-of-way of Cortez Road was essential to avoid major conflicts.

Force Main 5 Rehabilitation, Manatee County, FL — Project analyst including design, permitting, and construction phase services. Kimley-Horn is responsible for the rehabilitation of Force Main 5, which commences at the Master Pump Station 5 located inside the Anna Maria Island Beach Access and ends at the tie in point before Cortez Bridge. The project is currently in construction and includes the replacement of approximately 13,000 linear feet of 18-inch DIP with 20-inch PVC and HDPE force main piping, which constructed by directional drill and open trench. The second part of the project includes small diameter water main and services improvements including 1,450 LF of 16-inch and 4,480 LF of 6-inch water main replacement. Kimley-Horn is responsible for coordinating, permitting, and resolving conflicts between the County, City of Holmes Beach, City of Bradenton Beach, and FDOT. Permitting for this project includes FDEP wastewater collections and transmission, FDEP water transmission, FDEP CCCL, and FDOT utility permits. This project is part of Kimley-Horn's general engineering services contract with Manatee County for various public works projects.

General Utility Services Contract, Temple Terrace, FL — Serving as project manager for the following projects included design, permitting, and construction services for the City: Force Main A Replacement, Force Main D Replacement, and Tree Tops Lift Station and Force Main Replacement.

Heather Ripley, P.E.

Force Main Modeling - Lead Modeler

Years of Experience: **10** Years at Kimley-Horn: **6 MONTHS**

RELEVANT EXPERIENCE

Potable Water Development Reviews, Eagle Pass Water Works System, Eagle Pass, TX

Project manager of the water system's development reviews, providing hydraulic analyses for incoming Residential and Commercial Developments, using modeling software. The analyses are to understand the effects on the existing water transmission and distribution system, water supply and storage and to determine required system improvements to maintain service level. The developer plans were reviewed for compliance with regulatory agencies and Water Works System's standards.

Airport Water Main, Cotulla, TX — Project manager for planning, design and construction administration of extending approximately 6,300 LF of 12-inch water main to the airport for water service. City secured financing through the Drinking Water State Revolving Fund for planning, design and construction of the watermain. Engineering Feasibility Report was prepared for submission to the Texas Water Development Board.

Roberto Gonzales Regional Water Treatment Plant Expansion and Belt Filter Press Building Project, Eagle Pass Water Works System, TX — Project manager of the Water Treatment Plant expansion from 15 MGD to 19 MGD with multiple improvements including pump stations, treatment process, chemical storage and feed systems and related electrical, instrumentation and control upgrades, and furnishing a sludge dewatering system for a new Belt Filter Press facility. Project includes State Revolving Fund program administration, project management, bid phase services, construction administration, field services, Texas Water Development Board (TWDB) coordination and construction inspections.

Brimfield Water Treatment Plant, Clearwell Tank Replacement, Portage County Water Resources, OH — Project manager of new 250,000-gallon pre-stressed concrete tank with mixing system and site improvements. Project included Ohio EPA design review and permit coordination, bidding services and construction administration including contractor coordination and meetings, submittal reviews, site visits and inspections support.

Wastewater System Improvements, Cotulla, TX — Project manager for planning, design and construction administration of the Wastewater System improvements including approximately 5.5 miles of new collection sewer, new WWTP dewatering facilities and a new screening facility. City secured financing through the Clean Water State Revolving Fund to construct wastewater collection system extensions and improvements to the WWTP. Engineering Feasibility Report was prepared for submission to the Texas Water Development Board for approval prior to proceeding to the next design phase. Report evaluated population growth, wastewater flow rates, collection system capacity, wastewater treatment capacity, WWTP condition, and needs of the wastewater collection and treatment system.

Brooks County Detention Center Sewer Improvements, The Geo Group, TX — Project manager for design, bidding and construction of a new sewer lift station and mechanical grinders and screens to improve downstream quality of sewage.

SPECIAL QUALIFICATIONS

- Has more than 10 years of water and wastewater experience, including planning, design, construction administration and analyses
- Has provided hydraulic analyses of potable water development reviews to understand the effects of water transmission and distribution systems and water supply and storage to determine required system improvements to maintain level of service
- Has also provided project management execution and budget preparation, as well as managing CIPs
- Managed up to \$4.5M of projects in design and construction phase services for water and wastewater infrastructure and treatment
- Has managed projects with more than \$80M in construction budgets

PROFESSIONAL CREDENTIALS

- Master of Engineering, Environmental Engineering, Penn State University
- Bachelor of Science, Civil Engineering, The Ohio State University
- Professional Engineer in Florida, Texas, Ohio, and Pennsylvania

Kevin Gerszuny, E.I.

Force Main Design

Years of Experience: 3

Years at Kimley-Horn: 3

RELEVANT EXPERIENCE

Alternate US 19 Water Main Improvements, Pinellas County, FL — Project analyst. This project consisted of the design, permitting, and construction services for the replacement of existing 2-inch and 6-inch water mains with approximately 1,800 LF of 6-inch DIP/HDPE and 4,400 LF of 2-inch PE water mains, including new water services and meter box assemblies. Kimley-Horn is currently providing construction services for this project.

South Pasadena 24-inch Reclaimed Water Subaqueous Directional Drill, Pinellas County, FL Project analyst. This emergency project consisted of design, permitting, and construction services for a 600 linear foot 24-inch HDPE directional drilled reclaimed water main underneath Boca Ciega Bay. Permitting efforts included coordination with the FDEP, Army Corps of Engineers, and FDOT. Kimley-Horn is currently providing construction services for this project.

Master Lift Station, Parrish, FL — Project analyst. Kimley-Horn performed design and permitting for the Village of Parrish master lift station. The current design included an inline booster station; however, the County wants to modify the design to a submersible lift station to incorporate future gravity flows. Kimley-Horn constructed a hydraulic model for the northwest service area to determine how the new master lift station will affect the overall force main network. This model was utilized to select the appropriate pumps to operate during peak flows. The design included a quad-plex submersible lift station, electrical building, crane, odor control, piping modifications, and site civil improvements.

SR 64 at Greyhawk Boulevard FDOT Utility Relocation, Manatee County, FL — Project analyst. This project consisted of the design, permitting, and construction services for relocation of existing utilities within State Road 64. Included in this project is the relocation of a 4-inch and 12-inch force main, an 8-inch reclaimed water main, and an 8-inch water main. Design included the installation of a 12-inch and a 20-inch steel casing by jack and bore method of approximately 180 LF each, as well as over 1,200 LF of 12-inch directional drill.

War Veterans Memorial Park Water System Improvements, Pinellas County, FL — Project analyst. This project consisted of the design, permitting, and construction services for the redesign of the War Veterans Memorial Park water system including over 6,100 LF of 8-inch HDPE and 8,500 LF of 2-inch PE water mains. This task included hydraulic modeling of the system to determine pipe size and fire hydrant locations. Kimley-Horn is currently providing construction services for this project.

7.5-MGD North County Regional Water Reclamation Facility (NCRWRF) Flow Equalization Tank, Manatee County, FL — Project analyst. This equalization tank project consisted of design, permitting, and construction services for a new 3.0-MG equalization tank and associated appurtenances. Preliminary design included an evaluation of the various construction methods and equipment selection for the equalization tank, flow control, equalization pumping, odor control, and mixing. This task also included biological and hydraulic modeling of the pretreatment and biological processes to determine if the addition of the 3.0-MG equalization tank can increase the overall treatment capacity. Major piping modifications were required to incorporate the equalization tank into the treatment scheme.

SPECIAL QUALIFICATIONS

- Three years of experience on wastewater and utility engineering projects
- Provided BioWin and hydraulic modeling on several key teams for projects on Florida's Gulf Coast
- Proficiency with AutoCAD, SewerGEMS, WaterCAD, BioWin, GIS, and Revit software

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Mechanical Engineering, University of Florida
- Engineering Intern in Florida

Tatiana Konstantis, E.I.

Force Main Modeling; Permitting

Years of Experience: **1**

Years at Kimley-Horn: **1**

RELEVANT EXPERIENCE

SPECIAL QUALIFICATIONS

- Water and wastewater project analyst
- Has experience successfully delivering water and wastewater utility projects throughout Florida
- Has worked on membrane pilots, hydraulic modeling, and pipeline design while at Kimley-Horn
- Participates within the firm wide PFAS utilities team

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Materials Engineering, University of Florida
- Master of Science, Environmental Engineering, University of Florida

Water Facilities Plan, Davenport, FL — Project analyst. The Drinking Water Facilities Plan identified the road map for successful utility expansion for the Town of Davenport based on present day, 5-year, 10-year, 20-year water demand. Specific responsibilities include creating water modeling result GIS figures for the Report, and compiling data and information for the City's Water use permit. Kimley-Horn provided data collection, model update, potable water system hydraulic modeling, and a Drinking Water Master Plan in support of the preparation of the Drinking Water Facilities Plan. Kimley-Horn prepared a capacity evaluation of each water treatment plant along with a combined system capacity evaluation. The Drinking Water Master Plan included: an existing and future service area description; population/demand projections; water system analysis and methodology; recommended water system improvements; water system planning alternative and phasing; and water main replacement project features (components, alternative analyses, cost analysis, and challenges). The Drinking Water Facilities Plan was prepared in accordance with FDEP requirements and involved scheduling of and participation in a public meeting with a detailed agenda addressing required issues.

Replacement of Two Miles of 42-inch PCCP Force Main for Universal Studios, Orange County, FL Project analyst. This project included the relocation of 7,200 linear feet (LF) of 42-inch PCCP force main and 2,800 LF of 36-inch ductile iron pipe (DIP) force main. Replacement used 8,000 LF of 42-inch PVC force main and 2,800 LF of 54-inch PVC force main. The majority of the force main was installed via open cut and included one canal crossing. The force main connects on site at Orange County Utilities' South Water Reclamation Facility.

Palm Lakes Water Main Replacement, Palm Beach County, FL — Project analyst. Kimley-Horn provided engineering consulting services related to the improvements necessary to replace the water mains located throughout the Palm Lakes system located in North Palm Beach, Florida. Kimley-Horn provided data collection/analysis to properly design the water main replacements for the north and south systems. The north and south systems were hydraulically modeled to accurately design the pipeline replacement and provide fire flows throughout the service area consistent with local standards. Kimley-Horn produced construction documents including drawings and specifications. Kimley-Horn also prepared Florida Department of Environmental Protection permits for the north and south systems. Additional project services included bidding, construction administration, periodic site inspections, and clearance and start-up services.

Water Main Construction Services, Davenport, FL — Project analyst overseeing the construction of approximately 60,000 LF of water main in the downtown area. Specific responsibilities include assisting with development of meeting minutes. Additional specific responsibilities include assisting the City with the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) and requirements of Davis-Bacon and American Iron and Steel.

Water Main Replacement, Davenport, FL — Project analyst. This project involved the replacement of 80,000 linear feet of existing 2-inch to 12-inch water main east of West Boulevard, west of East Boulevard, north of South Boulevard, and south of North Boulevard. The new water main is being installed side by side with the existing water main via open trench methods, along with directional drilling at key road crossings and jack-and-bore across railroads. The existing residential and commercial service lines are being connected to the newly installed pipe. The scope of services included design, permitting, bidding and award services, and obtaining SRF funding. Kimley-Horn incorporated survey to develop construction drawings and specifications.

Sydney Collins

Force Main Modeling

Years of Experience: 1

Years at Kimley-Horn: 1

RELEVANT EXPERIENCE

Water Facilities Plan, Davenport, FL — Project analyst. The Drinking Water Facilities Plan identified the road map for successful utility expansion for the Town of Davenport based on present day, 5-year, 10-year, 20-year water demand. Kimley-Horn provided data collection, model update, potable water system hydraulic modeling, and a Drinking Water Master Plan in support of the preparation of the Drinking Water Facilities Plan. Kimley-Horn prepared a capacity evaluation of each water treatment plant along with a combined system capacity evaluation. The Drinking Water Master Plan included: an existing and future service area description; population/demand projections; water system analysis and methodology; recommended water system improvements; water system planning alternative and phasing; and water main replacement project features (components, alternative analyses, cost analysis, and challenges). The Drinking Water Facilities Plan was prepared in accordance with FDEP requirements and involved scheduling of and participation in a public meeting with a detailed agenda addressing required issues.

Palm Lakes Water Main Replacement, Palm Beach County, FL — Project analyst. Kimley-Horn provided engineering consulting services related to the improvements necessary to replace the water mains located throughout the Palm Lakes system located in North Palm Beach, Florida. Kimley-Horn provided data collection/analysis to properly design the water main replacements for the north and south systems. The north and south systems were hydraulically modeled to accurately design the pipeline replacement and provide fire flows throughout the service area consistent with local standards. Kimley-Horn produced construction documents including drawings and specifications. Kimley-Horn also prepared Florida Department of Environmental Protection permits for the north and south systems. Additional project services included bidding, construction administration, periodic site inspections, and clearance and start-up services.

Otto Court Water Main, Tavares, FL — Project analyst. The City of Tavares wanted to add potable water service to homes along Otto court. The service area consists of five single-family home which connect to the existing 6-inch water main along Lake Junietta Drive. Kimley-Horn provided design services for the installation of a water main piping system within the Lake Eustis Drive service area and prepared plans for the water main route along Otto Court.

Water Main Replacement, Davenport, FL — Project analyst. This project involved the replacement of 80,000 linear feet of existing 2-inch to 12-inch water main east of West Boulevard, west of East Boulevard, north of South Boulevard, and south of North Boulevard. The new water main is being installed side by side with the existing water main via open trench methods, along with directional drilling at key road crossings and jack-and-bore across railroads. The existing residential and commercial service lines are being connected to the newly installed pipe. The scope of services included design, permitting, bidding and award services, and obtaining SRF funding. Kimley-Horn incorporated survey to develop construction drawings and specifications.

SPECIAL QUALIFICATIONS

- Water and wastewater project analyst
- Project analyst on water main replacement projects, water facilities plans, drinking water master plans, and water treatment facility feasibility analyses

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Environmental Engineering, University of Central Florida

Summary of Experience:

Mr. Sullivan serves as Ocean Surveys' Geophysical Section Manager, overseeing a staff of geophysicists, geologists and data processing personnel. Mr. Sullivan is a marine geologist specializing in the acquisition and interpretation of geophysical data and has a broad base of experience in the full spectrum of services offered by OSI including geophysical, hydrographic and geotechnical projects. He has managed and provided technical direction for over 200 marine geophysical surveys. These include investigations throughout the continental USA and extended studies at remote sites in the Caribbean, Middle East and South America. Mr. Sullivan has 32 years of experience with Ocean Surveys and 3 years of experience elsewhere for a total of 35 years.

Representative Projects:

- Melbourne-Satellite Beach, FL – Multi-sensor marine geophysical survey in the Indian and Banana Rivers between Melbourne and Satellite Beach to document riverbed and subsurface conditions within a route corridor where a proposed water main horizontal directional drill crossing is being planned.
- Mayport, FL – Integrated hydrographic and magnetic survey to support the upgrade of an existing Navy Magnetic Measurement Range (MMR) at NAVSTA Mayport, Florida, located within the entrance channel to Mayport Basin in the St. John's River to document hydrography and identify and locate ferrous objects that exist within the survey area around the array.
- Nahant – Lynn, MA – Multi-sensor marine geophysical survey program (soundings, subbottom profiling, side scan sonar and magnetometer) designed to document harbor floor and subsurface conditions within a route corridor where a proposed horizontal directional drill crossing is being planned.
- Miami, FL – Depth sounding and side scan sonar survey of four sites south of the Port of Miami entrance channel; each of the four sites is centered at the proposed location of a new USCG range light tower. The sounding survey was intended to provide contemporary water depth information for the areas immediately adjacent to each proposed range light tower. Side scan sonar imagery was acquired to identify potential impediments to construction.
- Lower Alloways Creek Township, NJ and Odessa, New Castle County, DE – Multi-sensor marine geophysical survey and geotechnical sampling investigation in the Delaware River to provide data (subbottom profiling, multibeam depth soundings, side scan sonar imagery, magnetometer, and geotechnical samples) to support the development and permitting of a proposed submarine power cable across the river.

Education:

M.S. Geology, Georgia State University – Skidaway Institute of Oceanography, 1988

B.S. Geology, University of North Carolina at Wilmington, 1986

Professional Studies: Oceanography, Sea Education Association, Woods Hole, MA, 1984

Professional History:

Ocean Surveys, Inc.: Geophysical Section Manager, 2006-Present

Ocean Surveys, Inc.: Senior Project Manager, Geology, 1996-2006

Ocean Surveys, Inc.: Project Manager, Geology, 1988-1996

Sea Education Association: Second Scientist, 1988

Georgia State University: Research Assistant, 1986-1988

AT&T Technologies: Oceanographic Survey Technician, 1985-1986

Professional Certifications:

Professional Geologist: State of Louisiana #726, State of Texas #13274,

State of Delaware #S40000914, State of Wyoming #PG-956

International Association of Sedimentologists

American Institute of Professional Geologists Member

Geological Society of America Member

Harbor Commissioner – Town of Clinton, CT

OSHA 40-hour Health and Safety Certification (29CFR 1910.120)



ALAN L. BAIR, P.E., PROJECT MANAGER

Education

- B.S. in Mechanical Engineering, Rutgers University, New Jersey, 2003
- M.S. in Engineering Management, New Jersey Institute of Technology, 2011

Certifications/Registrations

- Professional Engineer (Mechanical) – Florida (74731)

Years experience: With This Firm 10 With Other Firms 6

Professional Background

Mr. Bair is an engineer with experience in civil engineering, including the inspection of wastewater force mains of multiple materials. He joined Pure Technologies in 2008. Before joining Pure Technologies, Alan worked as a resident civil engineer on various large projects. During this time he had been exposed to a wide variety of aspects of civil engineering such as on-site observations and consultation as well as, project analysis, report preparation, geotechnical investigations, soil analysis, and foundation design. Mr. Bair's experience includes pipeline evaluations ranging in diameter from 8- to 132-inches, involving internal pipeline inspections, pipe dissection, material sampling, and external examinations. His work has also included upholding the proper requirements of supervising confined space entry rope support and the installation of fiber optic cable in water mains. Alan's most recent work includes engineering project management, involving budgeting, cost estimating, scheduling and project control, report preparation and client relations, in regard to these types of engineering evaluations. Mr. Bair currently serves as Program Manager for the Miami-Dade Water and Sewer Department's large diameter pipeline management program, which includes condition assessment of force mains.

Project Experience

Condition Assessment Program for PCCP, Tampa Bay Water, Clearwater, FL

Program Manager for Tampa Bay Water's PCCP management program that includes inspection, condition assessment, and development of management solutions for raw water supply mains. Tampa Bay Water is responsible for delivering wholesale water safely and effectively via several methods; including groundwater and surface water collection, and reverse osmosis seawater desalination.

Condition Assessment Program for DIP Force Mains and PCCP Reclaimed Water Mains, Toho Water Authority, Kissimmee, FL

Program Manager for inspection and management of a 16-inch diameter ductile iron force main and a 36-inch diameter reclaimed water main. Toho Water Authority operates potable, reclaimed, and sewer transmission and collection systems. The program has allowed Toho Water Authority to effectively and efficiently manage its pipeline assets.

Condition Assessment Program for PCCP Force Main, City of West Palm Beach, FL

Program Manager for inspection and management of 42- and 48-inch diameter prestressed concrete cylinder pipe force main that travels from the Town of Palm Beach to the City of West Palm Beach. WPB manages aging force mains that have been impacted by numerous above ground capital improvement and expansion projects over the City's years of development. Several of their force mains travel through highly sensitive residential, commercial and environmental areas.

Condition Assessment Program for Steel and DIP, Florida Keys Aqueduct Authority, Key West, FL

Senior Project Manager for inspection and management of 24-, 30-, and 36-inch diameter steel and ductile iron potable water transmission main that travels from Florida City to Key West. FCAA manages a unique, high-pressure system with advanced monitoring technologies to safely deliver potable water within a highly protected ecosystem to a functional population that includes permanent residents, seasonal and daily visitors.



Shenna L. McMaster, P.E.

SENIOR GEOTECHNICAL ENGINEER

PROFESSIONAL EXPERIENCE

Ms. McMaster has 22 years of extensive experience, in Central Florida, in all aspects of geotechnical engineering, construction materials testing and evaluations, hydrogeologic studies for rapid infiltration systems, slow rate application of re-use water, sinkhole potential evaluations, and risk and remediation. Ms. McMaster coordinates and provides project engineering services on geotechnical engineering tasks. Her experience includes geotechnical consulting for treatment facilities and utilities, K-12 and higher education facilities, transportation (i.e. roadways and bridges), subdivisions, and various commercial buildings/facilities.

PROJECT EXPERIENCE

Canaveral National Seashore, New Smyrna Beach, Florida

Project Engineer. The project includes geotechnical engineering for a boathouse and pier replacement, supported on 14-inch pre-cast concrete piles, at the Canaveral National Seashore Park.

Pineda Causeway Water Main River Crossings, Melbourne, Brevard County, Florida

Project Engineer. Project involved geotechnical engineering services for the design and installation of the proposed water main pipeline adjacent to Pineda Causeway below the Indian and Banana Rivers. The project begins on the mainland at US 1 south of the Pineda Causeway, crosses the Indian River to Merritt Island, then crosses the Banana River, continuing to South Patrick Drive.

Interlachen Golf Course Force Main Replacement, Winter Park, Seminole County, Florida

Project Engineer. Project involved geotechnical engineering exploration and recommendations for the replacement of a force main within the Interlachen Golf Course on Interlachen Court. The proposed force main was installed by pipe bursting along most of the alignment with open cut installation between the swimming pool and tennis courts. Horizontal Directional Drilling (HDD) installation was for about 1,000 lineal feet on the eastern side of the alignment.

Force Main Crossings across Little Wekiva River, Altamonte Springs, Seminole County, Florida

Project Engineer. Project involved geotechnical engineering exploration and recommendations to assist in design/construction of 6 to 30 inch force main crossings at four locations on the Little Wekiva River or adjacent wetlands.

South Seminole and North Orange County Wastewater Transmission Authority, Eagle Circle Force Main Replacement Project, Casselberry, Seminole County, Florida

Project Engineer. Project involved geotechnical engineering services to assist in design/construction of the wastewater main improvements. The project included approximate 3,600 lineal feet of horizontal directional drilling (HDD) installation, from Red Bug Lake Boulevard north along Eagle Circle and approximately 4,400 lineal feet of pipe bursting from Eagle Circle through the golf course.

City of Altamonte Springs Cranes Roost Pump Station and Force Main Project, Westmonte Drive, State Road 436 and Laurel Street, Altamonte Springs, Seminole County, Florida

Project Engineer. Project included geotechnical engineering to assist in design/construction of the stormwater pipe improvements. The project included approximate 10,000 lineal foot of stormwater pipe installation. Installation was directional drilling with open-cut pits at some locations.

University Boulevard Wastewater Force Main, Orange County, Florida

Project Manager. Project included geotechnical recommendations concerning design / construction for the installation of a 12-inch PVC wastewater force main improvements.



EDUCATION

Bachelor of Science, Civil Engineering, University of Central Florida, 1997

REGISTRATIONS

Professional Engineer: Florida, No. 57537, 2001

AFFILIATIONS

American Society of Civil Engineers

YEARS OF EXPERIENCE

Years with Terracon: 22
Years with other Firms: 0



C. EXPERIENCE ON SIMILAR PROJECTS

PAST PERFORMANCE ON SIMILAR PROJECTS

Kimley-Horn has a distinguished history of successfully completing projects. Our success is due to a combination of effective project management, strong technical expertise, and a steadfast quality control program. ***The following is a sampling of similar projects completed within the past five years(or that are ongoing) that we believe best illustrate our team's qualifications and experience to serve the City of Port Orange on RFSQ #20-02.***

ORANGE COUNTY 42-INCH FORCE MAIN RELOCATION

Orange County, FL

The project consists of relocating existing 42-inch PCCP force main from an existing easement to a new alignment. This design includes a crossing of Shingle Creek work besides over a mile of protected conservation lands. The Creek crossing was designed as a direct bury installation due to space constraints and the known limitation for directionally drilling within the available area. Beside the conservation areas, permanent sheeting walls were structurally designed to allow future access to the pipeline without potential future impact to environmentally-sensitive areas. The design of the pipeline presented specific challenges due to the alignment of the route and the utilities standards which do not allow for pipe joint deflection. This requires three dimensionally designing the pipeline to accurately depict the necessary fittings to remain with the alignment and maintain proper cover throughout the pipeline corridor. Additionally, the pipeline route extends around the proposed Universal Studios theme park and terminates at the County's treatment plant. Specific requirements were in place to maintain proper access, minimize visibility and potential impacts, and properly integrate with the onsite treatment infrastructure.

Project dates: 2018 – Under construction

Project team members: Steve Romano, P.E., Project Manager; Nicole McConnell, P.E., Lead Design Engineer; Tucker Hunter, P.E., Design Engineer

Specific challenges: Single Creek crossing

PORT ORANGE WATER RECLAMATION FACILITY (WRF) EAST MASTER LIFT STATION PUMP CONVERSION

Port Orange, FL

The project consists of equipment selection for owner direct purpose and preparing plans/specifications to replace existing dry pit centrifugal pumps with screw centrifugal pumps. The project includes replacing the existing variable frequency drives (VFDs), replacing the existing plug valves with knife gate valves, adding a knife gate isolation valve, and modifications to the lift station wet well necessary to install a pre-rotation basin and leveling the wet well floor.

Project dates: 2019 - Ongoing

Project team members: Lewis Bryant, P.E., Project Manager

Specific challenges: N/A

SOUTHERN BOULEVARD BRIDGE SUBAQUEOUS

16-INCH WATER MAIN REPLACEMENT AND ROUTE STUDY (14-INCH PIPELINE)

West Palm Beach, FL

This project involved the design of a 16-inch HDPE pipeline under the Intracoastal Waterway between the City of West Palm Beach and the Town of Palm Beach. As a result of the Southern Blvd. Bridge reconstruction project, a 16-inch water main owned by the City of West Palm Beach needed to be relocated. Kimley-Horn provided an initial route study to identify potential pipeline routes and hydraulic modeling to determine that the pipe diameter could be reduced to lower construction costs. Kimley-Horn provided design, permitting, bidding, and construction phase services for the project. Permits were obtained from the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and Florida Department of Transportation.

Project dates: 2015 - 2017

Project team members: Kevin Schanen, P.E., Project Manager

Specific challenges: N/A

SAWS W-6 UPPER SEGMENT HIGHWAY 90 TO SOUTHWEST MILITARY DRIVE SEWER MAIN

San Antonio, TX

The San Antonio area has experienced sustained growth for decades, putting increased pressure on existing wastewater infrastructure. In June 2013, SAWS approved a settlement agreement with the U.S. Environmental Protection Agency (EPA) that requires significant improvements to the SAWS wastewater system over a 10-year period to reduce sanitary sewer overflows (SSOs). Kimley-Horn is providing design and construction phase services for targeted replacement and rehabilitation of an aging infrastructure system consisting of over 5,200 miles of sewer pipe. The design includes 96-inch FRP trunk sewer in a new alignment, using a 144-inch tunnel entirely within TxDOT right-of-way, for over five miles and at depths approaching up to 140 feet. The project will be delivered via an accelerated schedule, involving 12 months from 30% design validation to advertisement of the construction contract via request for competitive sealed proposals procurement method. Kimley-Horn is currently in the 30% design phase for this project. Design is on schedule, and SAWS has been satisfied with services provided on an expedited schedule.

The characteristics of this large-diameter pipeline project include: 96-inch fiberglass reinforced polymer (FRP) trunk sewer | Deep tunnel construction (40 feet to 140 feet) in TxDOT ROW | Tunnel drives of over 5,000 feet | Tunnel construction in Navarro Clay formation, including numerous faults | Design of large diameter tunnel shafts to depths approaching 150 feet | Design of two vortex sewer structures

Project dates: 2019 - ongoing (construction contract award anticipated Spring 2020)

Project team members: N/A

Specific challenges: N/A

CR 209 12-INCH FORCE MAIN AND LIFT STATION CONSTRUCTION

Wildwood, FL

This project included: the conversion of the City's existing 40-HP, duplex CR 209 lift station to a new 80-HP triplex master lift station; new SCADA control panel; SCADA integration; new flow meter; new pressure transducer/transmitter; various electrical and control improvements; constructing a pretreatment screening structure; and constructing 16,500 feet of 12-inch force main and 9,300 feet of 16-inch force main from the CR 209 lift station to the City's WWTF. The new force main reduced the flows through an existing 6-inch force main, reduced pump operating times, and increased the long-term capacity and reliability of the wastewater collection system.



The Kimley-Horn team delivered the assignment and performed the day-to-day engineering tasks for all elements throughout the entire project:

- Preliminary design services included hydraulic modeling and analysis, pump selection, pretreatment screen selection, and route analysis to determine the most cost-effective and constructible means of replacing the existing force main.
- Final design services included 60%, 90%, and 100% design document plans and specifications and review meetings with Utility staff. Survey and soft dig operations were performed to verify existing infrastructure.
- General construction phase services consisted of contract negotiations, attending meetings, shop drawing review, responding to contractor Requests for Information, providing design clarification for the contract documents, part-time inspection services, final inspections, record drawings, and construction completion certification.

Kimley-Horn also provided full-time project administration and part-time (20 hours/week) resident project representative services.

Project dates: 2016 (design); 2018 (construction)

Project team members: Lewis Bryant, P.E., Project Manager

Specific challenges: The route held challenges due to tight right-of-way, utility conflicts, and the necessity of road restoration

FORCE MAIN #3 EVALUATION AND DESIGN

St. Pete Beach, FL

Kimley-Horn was hired by the City of St. Pete Beach to provide general engineering services for the evaluation, locating, and designation of Force Main #3 (FM3). Following the force main evaluation, a proposed route was established based on the preliminary findings. Kimley-Horn proceeded with the design and permitting of approximately 2,700 linear feet of 10-inch PVC, 12-inch PVC, and 12-inch HDPE force main via open/cut construction and horizontal directional drill. Technical specifications, bidding assistance, and construction phase services were provided as well. The project's construction documents prepared for removal of the existing structures and installation of new pump station components for the City of St. Pete Beach and included reviews at 60% and 90% design level prior to providing final documents. Construction sequencing was important and strategic planning was involved to ensure minimal disruption to the public. Portions of the force main were located through residential neighborhoods, requiring extensive communication and coordination with the public.

The rehabilitation of FM3 required the development of an extensive bypass pumping plan. During construction, it was determined that the main gravity sewer pipe feeding the pump station was failing and in need of replacement. To maintain the construction schedule, Kimley-Horn was able to modify the bypass pumping plans to pump from the termination manhole, and developed a design to replace the existing gravity sewer.

Project dates: 2016 (design); 2017 (construction)

Project team members: Lewis Bryant, P.E., Project Engineer, Mike Semago, P.E. Design Engineer; Steve Romano, P.E. QA/QC

Specific challenges: N/A



FORCE MAIN 1M REHABILITATION

Manatee County, FL

This project included the replacement of Force Main 1M and Lift Station 1M discharge piping improvements. The existing lift station and force main are located along Cortez Boulevard (FDOT R/W). The existing force main was constructed in the 1970s and in need of replacement. The FDOT R/W was heavily congested and did not have adequate space to install a new force main. The County coordinated with the neighboring land owner and was able to relocate a portion of the force main through the existing fruit farm property, which is proposed to be developed. Ultimately, the project consisted of the following pipeline construction:



- 17,350 LF of 18-inch to 30-inch PVC force main installed via open/cut
- 1,320 LF of 30-inch HDPE installed via horizontal directional drill
- 350 LF of 36-inch jack-and-bore



The project also included the design to replace all the internal piping within the dry pit well of Master Lift Station 1M. To accommodate the piping change, the force main replacement included a design to construct a new bypass connect for the lift station. The bypass pumping plan included line stops, tapping valves, and a bypass pumping configuration.

Project dates: 2016 (design); 2018 (construction)

Project team members: Mike Semago, P.E., Design Engineer; Kevin Gerszuny, E.I., Design Analyst; Steve Romano, P.E., QA/QC

Specific challenges: N/A

FORCE MAIN 5 REPLACEMENT

Manatee County, FL

Through meetings with the various stakeholders, a route was selected and presented to the residents to allow for their “buy-in.” Following the initial public outreach meeting, Kimley-Horn proceeded with the design, permitting, bidding, and construction phase services for the construction of approximately:

- 2,400 LF of 24-inch, 11,020 LF of 18-inch, and 2,250 LF of 6-inch force mains
- 1,450 LF of 16-inch and 5,000 LF of 6-inch water mains
- Master Lift Station 5 improvements

This project took place on Anna Maria Island, through the cities of Holmes Beach and Bradenton Beach. Extensive coordination was required with the municipalities, their consultants, and FDOT from inception to completion. The force main is being constructed in narrow and congested residential corridors (50-foot right-of-ways). Ongoing communication was required during construction due to the amount of unknown utilities within the corridor.

A new bypass connection was included in the design for Master Lift Station 5 that will be utilized to replace the internal piping and allow for easy switch over the new force main.

Project dates: 2015 (design); 2019 (construction)

Project team members: Mike Semago, P.E., Design Engineer; Kevin Gerszuny, E.I., Project Analyst; Steve Romano, P.E., QA/QC

Specific challenges: N/A



FORCE MAIN 13A

Manatee County, FL

Kimley-Horn is responsible for the replacement of Force Main 13A, which connects Lift Station 13A located east of the intersection of Saunders Road and 5th Street W. to tie into existing Force Main 12A. The project runs through urbanized developed corridors that contain multi-family and single family neighborhoods, as well as commercial districts along the FDOT roads. The design includes the replacement of approximately 13,000 linear foot of 24-inch DIP with 24-inch PVC force main. The design included approximately 8,735 LF of 24-inch PVC force main and 2,555 LF of 24-inch HDPE force main.

During the design phase, the County wanted to include a new flow meter and Master Lift Station 13A. Kimley-horn developed a design to install a new aboveground flow meter, which required an extensive bypass pumping plan. Using line stops and tapping sleeve and valves, Kimley-Horn was able to derive a design that will allow for the flow meter and easy switch over to the new force main.



Project dates: 2015 (design); construction is ongoing

Project team members: Mike Semago, P.E., Design Engineer; Kevin Gerszuny, E.I., Project Analyst; Steve Romano, P.E., QA/QC

Specific challenges: N/A

20-INCH FORCE MAIN 15D REHABILITATION

Manatee County, FL

Kimley-Horn was contracted to provide design, permitting, and construction observation services associated with the rehabilitation of Force Main 15D.

Kimley-Horn created a preliminary design memorandum that went through several alternatives to replace the damaged force main. Alternatives included open cut, directional drill, jack and bore, and other pipeline construction methods. Ultimately, the County decided to cross the Manatee Avenue via jack and bore and open cut the remaining portions of the pipeline. It was also determined that the most sustainable method for the project was to replace the entire old segment of force main, including its connections to the existing force main and existing gravity sewer. As a result, a new dog house manhole with protective lining was installed over the existing gravity main for the force main tie-in south of Manatee Avenue. The pipeline was also reconstructed 550 linear feet north of Manatee Avenue along 59th Street to tie into a newer portion of the pipeline that was PVC instead of cast iron and is currently active and in use without issues.



The project had to be permitted through the State of Florida Department of Transportation (FDOT), as well as the Florida Department of Environmental Protection (FDEP). Kimley-Horn worked with both agencies to work through permitting issues to ensure a safe, quick, and easy permitting process.

Dewatering effluent from excavation presented a challenge because discharge into the stormwater inlets would require a shutdown of the road. Kimley-Horn developed an innovative alternative dewatering method by treating the groundwater through filter bags before being discharged to the Manatee County sanitary sewer system. The sanitary sewer system manholes were located down the center of the road, which enabled construction to continue and leaving at least one lane open northbound and southbound.

Project dates: 2015 (design); 2015 (construction)

Project team members: Mike Semago, P.E., Design Engineer; Kevin Gerszuny, E.I., Project Analyst; Steve Romano, P.E., QA/QC

Specific challenges: None; project was substantially completed on time and under budget

60-INCH FORCE MAIN SL-3A-2 - SP-1 TRANSMISSION FORCE MAIN PHASE 2

Miami-Dade County, FL

The proposed force main SL-3A.2 is a section of SL-3A, which is 60-inch transmission main designed to convey flows from the Southwest Booster Pump Station (SP-1) to SL-2. SL-3A starts at the Southwest Booster Pump Station (SP-1) and travels east along SW 136 Street and then south along SW 137 Avenue before connecting to SL-2 near SW 176 Street and SW 137 Avenue as shown on Figure 1.

Kimley-Horn is responsible for the design of SL-3A.2, the segment of SL-3A from SW 152 Street to SW 176 Street along SW 137th Avenue with an approximate length of 8,000 linear feet. Connection between SL-3A.1 and SL-3A.2 will take place south of the intersection of SW 137 Avenue and 152 Street. Work on the intersection will be by Wade Trim. Connection between SL-3A.2 and SL-2.1 will take place south of the intersection of SW 137 Avenue and 176 Street. Work on the intersection will be done by Kimley-Horn. No other connections to existing or proposed force mains are proposed since this force main will operate as transmission main.

The minimum design pressure for all force mains is 100 pounds per square inch (psi). The pipeline shall be able to convey the 2022 and 2035 projected peak and average flows.

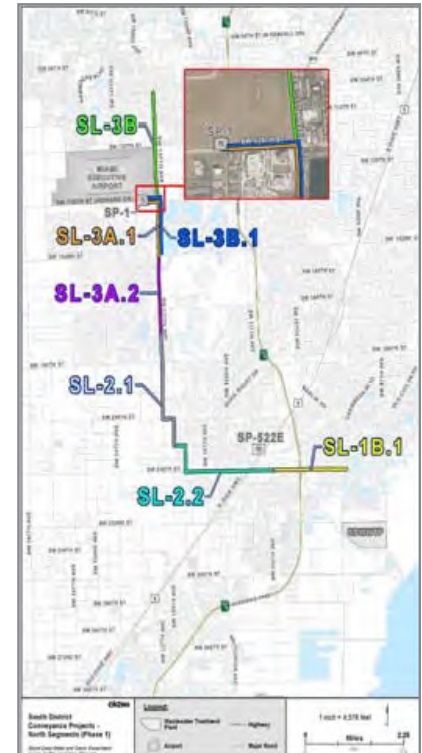
Services: The work proposed in this task provided for overall Project

Management (PM), including the preparation of a Project Management Plan in accordance with the requirements set forth in the Ocean Outfall Design Management Plan (DMP). Other PM activities are anticipated to include: monthly invoicing, the preparation of a project schedule, monthly status reports, and progress meetings. Consultant will prepare a Quality Management Plan (QMP) for implementation throughout the duration of the project.

Project dates: 2017 - 2018

Project team members: Kevin Schanen, P.E., QA/QC

Specific challenges: N/A



10-INCH TO 16-INCH FORCE MAIN REHABILITATION (NE 131ST STREET AND NW 2ND AVENUE)

North Miami, FL

Kimley-Horn, in connection with the City of North Miami's Professional Architectural and Engineering Services Civil/Engineering RFQ #38-09-10, provided professional engineering services associated with upgrading force main transmission piping along NE 123st Street from NE 1 2th Avenue to NE 8th Avenue and along NW 2nd Avenue between NW 135th Street and NW 131st Street. The project consisted of providing engineering design, permitting, contract documents, bidding assistance, and construction phase services for the installation of 3,000 feet of 16-inch force main, 1,500 feet of 10-inch force main, abandonment of the existing force main, roadway resurfacing, and complete site restoration.

Project dates: 2014 (design); 2015 (construction)

Project team members: Kevin Schanen, P.E., QA/QC

Specific challenges: N/A





HISTORY OF CONTRACT TERMINATIONS

Kimley-Horn has never had a contract terminated for a cause other than contract expiration or non-renewal. From time to time, Kimley-Horn will terminate a contract for client non-payment; however, that is a rare occurrence.

D. QUALITY OF INNOVATIVE SOLUTIONS AND PROJECT APPROACH

INNOVATIVE PROJECT CONCEPTS

Kimley-Horn has a long history of providing successful, innovative, and cost-efficient solutions and takes pride in thinking beyond preconceived notions to develop innovative solutions that exceed the expectations of our clients. We always look for better and more creative ways to do our jobs. We don't necessarily follow the crowd and use every new technique simply because it's the "in thing" to do. Our professional team evaluates emerging technology and applies it where it can benefit our projects. We know how to think outside of the box and recognize what trends offer sound design advantages. The table below illustrates representative Florida integrated water projects incorporating innovative techniques that have added cost savings, value, and quality for our clients.



COST SAVINGS FOR INTEGRATED WATER PROJECTS

Project	Cost Savings
Plantation Bay Wastewater Treatment Facility (WWTF) Process Design <i>Flagler County</i>	- Secured a \$5.7-million SRF loan to fund construction of the WWTF expansion - Secured another \$500,000 St. Johns River Water Management District REDI grant for this project
Wastewater Treatment Facility (WWTF) Headworks Rehabilitation <i>Wildwood</i>	- The innovative Parkson Rotoshear drum screen was specified as the new influent screen. The drum screen design allows for minimal carry over of screenings; the drum screen is designed so as screenings mat along the perforated plate, smaller particles are trapped in the screenings before the drum is rotated and cleaned, allowing for grit to be removed along with screening in the influent screen - Two years after implementing the operational changes, the WWTP consistently meets all reclaimed water quality requirements, fully treats the institutional and industrial loadings and no longer has the hydraulic and process issues which enabled the City of Wildwood to save approximately \$600,000 in unnecessary improvements - Initial cost estimate: \$509,608; actual cost estimate: \$496,999
Wastewater Treatment Facility (WWTF) Rehabilitation/Expansion <i>Lake Wales</i>	- Rehabilitation items included new oxidation ditch rotors with a smart biological nutrient reduction (BNR) system; the smart BNR system provided high-quality treatment due to a high nitrogen removal rate - As a result of this innovation, the City of Lake Wales was the second place recipient of the 2014 Florida Water Environment Association's (FWEA's) Earle B. Phelps Award, which is one of the most prestigious FWEA awards given annually "to recognize the wastewater treatment facility which has maintained the highest removal of major pollution causing constituents prior to discharging the treated effluent to the receiving water." Cost savings of almost \$1 million (\$4.5 million for initial cost estimate; actual cost was \$3,695,114)



Force Main Rehabilitation Design-Build Project North Bay Village	Assisted the City with collecting the ARRA funding and \$1.0 million through a State Revolving Fund (SRF) loan for the balance of the \$4.5-million improvement
A-7 Inline Booster Pump Station Palm Beach County	- Conversion of the dry pit portion of the station to a 2,300-gpm (3.3-MGD) inline booster station and modification of the existing wetwell to continue to serve the existing gravity collection system with much lower flow rates - Within the station's dry pit, force main modifications were made to repump wastewater from four significant upstream stations and 50 smaller ejector and Expelsor-style lift stations through the inline booster pumps - The wetwell volume was reduced with new smaller submersible pumps installed to accommodate the new flow conditions
Force Main 5 Replacement Manatee County	A new bypass connection was included in the design for Force Main 5 utilized to replace the internal piping and allowing for easy switch over the new force main
Force Main 13A Rehabilitation Manatee County	- During the design phase, the County wanted to include a new flow meter and Master Lift Station 13A - Kimley-horn developed a design to install a new aboveground flow meter, which required an extensive bypass pumping plan - Using line stops and tapping sleeve and valves, Kimley-Horn was able to derive a design that allows for the flow meter and easy switch over to the new force main
20-inch Force Main 15D Rehabilitation Manatee County	- Developed alternative dewatering method by treating the groundwater through filter bags before being discharged to the Manatee County sanitary sewer system - The sanitary sewer system manholes were located down the center of the road, which enabled construction to continue, leaving at least one lane open northbound and southbound
Pump Station No. 1 and Pump Station No. 2 St. Pete Beach	- Extensive QA/QC review of Pump Stations No. 1 and No. 2 was provided continuously from 60% plan review to final completion documents - Through checking of each work element from 60% to completion, Kimley-Horn was able to ensure flawless construction sequencing and construction documents that reflected high-quality standards and was void of errors and omissions



42-inch Force Main Aerial Crossing Replacement <i>West Palm Beach</i>	● Since a failure of the force main aerial crossing would have devastating consequences to the drinking water supply, Kimley-Horn performed a condition assessment of the pipeline support structure and then prepared plans to repair the supports so a redundant, parallel force main could be installed on the same supports ● Design plans provided for a seamless construction sequence that allowed the force main to remain operational 100% of the time as there are no other bypass options for this segment of pipeline
Indian River Plantation Connection and Sewer System Hydraulic Analysis <i>Martin County</i>	● Conversion of Indian River Plantation's percolation ponds to Floridan raw water holding ponds for golf course irrigation
Southeast Wastewater Treatment Facility (WWTF) Internal Recycle Pump Replacement and Headworks Rehabilitation <i>Manatee County</i>	● Instead of the standard two-dimensional design using AutoCAD, Revit three-dimensional modeling software was used, enabling operations staff to better visualize equipment placement, valve locations, obstructions, and operator ergonomics for a better overall project design
DeSoto Correctional Institute Water/Wastewater System Improvements <i>DeSoto County</i>	● Value engineering was a key focus in the design of the WTP expansion and the design of the master lift station, improving the operation of the force main network and deferring the need to rehabilitate a repump station
S-2 Sanitary Inline Booster Pumping Station <i>West Palm Beach</i>	● The pumps were designed to be installed in an exterior, above ground, dry condition so that costs could be saved by constructing a smaller building

PROJECT APPROACH

The Halifax River force main crossing, connecting the towns of Daytona Beach Shores and Ponce Inlet to mainland Port Orange, is a 20-inch ductile iron pipe subaqueous force main constructed in the 1980s. The useful life of ductile iron pipe (DIP) force mains is typically 40 to 50 years and the City has determined this force main is in need of immediate replacement. Recent force main breaks in the area have alerted the City to fast track this design to prevent catastrophic issues.

This project potentially poses significant risk in environmental impacts to both the navigable water way and any wetlands or protected species frequenting the surrounding environment. Additional financial risk for both the City, Engineer, and the Contractor ensue through the project's completion due to the difficulty of the installation. Selecting a firm that has the financial stability and technical expertise coupled with detailed knowledge of the local environment and the operations of the system provides greater assurance of a successful project.

Our project manager, Steve Romano, P.E., has been working with the City of Port Orange, along with many neighboring municipalities throughout his 23-year career. **Steve has a complete understanding of the unique challenges, as well as the technical knowledge and experience needed to lead this project to a successful completion.** Throughout his career, Steve has experience designing and managing many multi-million dollar projects and understands the increased coordination and communication required to provide a smooth project. Coordinating activities of the design team with the City's management staff and field operations staff provides valuable insight into the critical components of the project. This allows for a greater anticipation of potential impacts to operations during construction activities. Additionally, coordination with operations staff generally provides invaluable oral histories of the area infrastructure, which is oftentimes undocumented. Steve's expertise coordinating operations with construction activities is a skill that has been developed over many complex projects. This experience has also led him to develop asset management programs for several utilities to assist with the problems associated with the replacement of aging infrastructure.



Understanding the condition assessment portion of this project is critical to the ultimate success of the project. As a critical piece of the wastewater transmission system, there is no ability to bypass these flows and mistakes can cause environmental hazards as well as inflict large financial obligations. The seriousness of this situation cannot be overemphasized. Due care will be taken to mitigate the potential impacts through intensive investigation in design followed by close oversight during construction at critical points of construction. The Kimley-Horn team was organized specifically for the City to manage these risks and provide a successful project.

Key Kimley-Horn staff dedicated to this project include our QA/QC Manager Lewis Bryant, P.E., and Lead HDD designer Kevin Schanen, P.E. **Lewis has spent the past several years working with the City on their wastewater systems.** Included in this work is a rehabilitation of the Daytona Beach Shores Master Lift Station which feeds the 20-inch force main crossing the Halifax River. Kevin has 22 years of experience specializing in water resources design, trenchless design, stormwater pump station design, inline booster pump station design, and structural rehabilitation. Working with the Town of Palm Beach and Palm Beach County, Kevin has designed several intracoastal crossings over the years. His years of experience in coastal pipeline and trenchless design allow him to lead our trenchless design team to develop a construction plan that works closely with our water resources team on water treatment and utility projects. Kevin has also served as project manager on numerous utility engineering infrastructure projects that have included stormwater and sanitary pump stations, water and wastewater treatment facilities, water mains, force mains, storm sewers, structural rehabilitations, recreational facilities, contamination assessment and remediation, and roadway design.

Our leadership's focus will be in putting the technical experts in place to rely on their extensive experience to guide the City through this risky crossing. **Our experts in large diameter pipeline crossings of waterways, wetlands, and other critical obstacles have not only experienced similar projects, but have helped to shape the trenchless industry standards.** Also supporting your design, we have included specialty subconsultants who will play important roles in the project investigation and construction, including Ocean Surveys Inc.'s marine survey and geophysics expertise, Terracon's land and marine geotechnical services and Xylem's (formerly Pure Technologies) condition assessment expertise. Couple this with Kimley-Horn's extensive experience in pipeline design, directional drills, and waterbody crossings and our team assures your risk will be minimized through this project's implementation.

Project Strategy

Our approach revolves around the City and achieving your goals related to a safe and reliable sanitary sewer system. During the preliminary design and data collection phase, we will enlist the expertise of our marine surveyor, geotechnical engineers, and condition assessment experts to collect pertinent information required for our design. Initially, a review of the existing infrastructure and route is necessary to understand the existing conditions along the route. The existing 20-inch force main is fed by about 10 lift stations, some of which are repumping flows from other stations. Based on the preliminary modeling results of the system, the flows have been estimated to range from 2,200 to 5,500 gallons per minute. This provides a flow velocity range from 2.3 to 5.5 feet per second. Understanding the actual flow profile through the proposed force main is the first step. These efforts will be completed as the modeling project is completed and calibrated.

The next step is to evaluate the condition of the existing force main. Xylem's pipe diver technology can be launched into the pipeline while it is still active to determine potential weak spots in the pipeline. However, this technology is expensive and if the preliminary analysis determines that pipeline replacement is desirable due to age, material, and other risk factors it may be more beneficial to forego the internal inspection. This would allow funds allocated for investigation to be used towards the replacement of the infrastructure. Developing a strong technical evaluation of the operation of the system will allow for a more informed decision regarding the overall strategy for replacement.

Assuming the full replacement of the force main is a necessity, we have preliminarily evaluated the route to determine feasible options for replacement. Drilling the replacement force main under the Halifax River is recommended and this can be accomplished using a variety of materials. Ductile iron pipe is not recommended for this installation as the wastewater environment is more corrosive and will reduce the useful life of the pipeline. PVC can be used, either using certalok or fusible PVC for the drilling. This provides a standard pipe material that is commonly worked with but generally has a longer bending radius requiring longer drills. HDPE is also a viable alternative but it has a thicker wall and may require a larger diameter pipe. Considering the peak flows through the force main may already be operating at high velocities, increasing the pipe size should be considered.

The existing force main is placed within an easement from the State under the river. While a replacement pipeline can be placed in the existing easement, the exact location would need to be identified to determine if there is sufficient space to install the pipeline without damaging existing infrastructure. Reviewing the project with our structural bridge designers, the bridge has pilings not only at the bridge columns, but at the bridge fenders. The proposed pipeline will need to be placed outside the bridge fenders and either outside the existing pipelines or significantly beneath them. This may then require a new easement to encompass the new pipeline alignment. The marine surveying of this project will help positively identify the easement limits and all of the infrastructure placed within it. This survey will also map the river bottom and shoreline areas to determine the necessary drilling lengths and depths.

The pipeline can be drilled from the Daytona Beach Shores area up onto the middle island. We have preliminarily evaluated the drilling lengths using the Bore-Aid program to develop the overall drill length, launch angles, and necessary bending radii necessary to make this first crossing. It is estimated that the drill would need to start approximately 300 feet before the shoreline to reach appropriate depths below the river bottom. This starts the drill by King's Seafood and runs approximately 1,800 linear feet to Sea Bird Island. The fused pipe will need to be stretched out along the island to be pulled back in the drill. Due to the extent the bridge fenders extend away from the bridge, it may be necessary to 'bend' the drill north in a curved alignment. This would make the drill more suitable for an HDPE drill. Due to the length of the drill, the HDPE will need to be drilled as DR-9 pipe, which has an increased wall thickness. This may require the pipe size to be increased to a 24-inch diameter pipe. Alternatively, the drill depth can be modified to go under the fender pilings. Drilling under the fenders, while feasible, will increase the length of the drill and the associated impacts at the drilling and receiving pit areas. Bridge plans are more closely protected by FDOT for security reasons, but can be obtained once the contract is awarded.



The pipeline can then be direct buried on Sea Bird Island to the point where it needs to be drilled to the mainland. In this 1,400 linear foot stretch, lift station 151 will need to be connected to the new force main. The second drill will need to be approximately 1,400 linear feet. Again, this alignment will need to be closely reviewed to determine potential conflicts with existing infrastructure such as water mains, force mains, reclaimed mains, and communication conduit runs. This drill would be initiated on the mainland and the fused pipeline would be stretched along Sea Bird Island to minimize impacts to traffic. Due to the lengths and depths of these drills, the HDPE pipeline is recommended to be DR-9 pipe, which has a thicker wall than the standard DR-11 pipe. Upsizing the pipeline is recommended to maintain sufficient hydraulic capacity.

Specific connection designs will be developed for each end of the crossing, as well as between the two waterways. As the drill design is completed, specific modeling efforts will be engaged to confirm the design delivers the critical goals for the City and this project. This includes an analysis of the necessary air release valving and restraints necessary to protect the infrastructure from wear and damage. This force main is projected to be a low pressure pipeline since the force main ultimately discharges to a manhole and is repumped by the master lift station at the wastewater plant. Specific and appropriate testing procedures need to be followed prior to connection and commissioning of the pipeline.

Maintaining existing operations is critical for the City considering the large volume pumped. We would utilize wet taps on the force main for connection to the existing main on both sides of the river. The existing 20-inch DIP force main would remain in service throughout the construction process until clearance of the new force main. The existing force main can then be grouted and abandoned in place as removing the old force main would create more disturbance and potential environmental hazard than abandonment.



Permitting the river crossing typically entails additional effort and will be started early in the process to prevent any overall schedule delay. The approvals from numerous regulatory agencies such as FDOT, U.S. Army Corps of Engineers (ACOE) (with review by the National Marine Fishery Service and U.S. Fish and Wildlife Service), and FDEP will be required. Having worked with these agencies through multiple projects over the years, our staff have built relationships with each agency that allow Kimley-Horn to obtain your permits efficiently.

Given that this crossing may exceed the experience of many directional drilling contractors, our intentions are to impose a pre-qualification of contractors through a pre-selection process and interview. Regardless of the design's care and detail, overstretched or underqualified contractors pose a large threat to a successful project. We propose to mitigate this risk through the pre-qualification process to obtain highly qualified contractors to competitively bid the project that can protect the River, the bridge, and the surrounding properties from potential harm.

Construction of this project will present several challenges beyond what was previously discussed for the drilling of the pipeline. The drilling operations will likely require the park portion of Sea Bird Island to be closed during a majority of the construction process. There will also need to be oversight to monitor construction operations. This will include operations on the river to monitor any potential frac-outs of drilling fluid into the river. While not hazardous, it will cause higher turbidity levels and can impact the local ecology. The potential for adverse impacts further highlights the City's need for a highly qualified engineering firm and contracting company to complete this work. Additionally, the east of the route will potentially impact local businesses. Fortunately, the mainland side of the crossing is largely unoccupied and will present far fewer impacts. The disturbances caused by construction should be addressed early through clear communication with the public. We have assisted our clients in the past by holding public meetings, providing notifications such as flyers or doorhangers, and establishing 800 number information systems, etc. to help promote public understanding and buy-in for the process.

An important part of every project is finishing strong. **Adhering to a realistic schedule and maintaining open and frequent communication is critical to closing out a successful project.** Proper planning and coordination will get the investigations and design completed efficiently and effectively. A strong, technical design will allow contractors to more accurately bid the project with fewer unknowns. This creates an environment that allows the contractor to better forecast the construction needs of the project leading to fewer potential change orders and delays. Understanding proper closeout procedures ensures timely clearance of the force main, as well as the development of accurate record drawings. These are all important factors in providing a project that runs smoothly while in operation, but provides useful and easily accessible information for future use.

Kimley-Horn has specifically and deliberately selected the team members and subconsultants listed for their proven ability to deliver this project successfully for the City. We are confident we can provide you with the exceptional service you deserve and deliver a final product that exceeds your expectations!

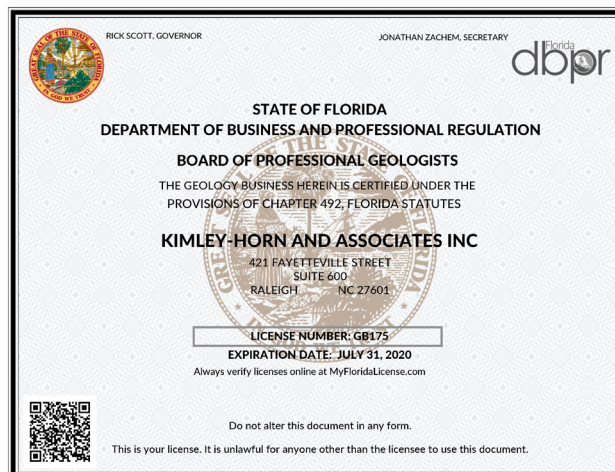
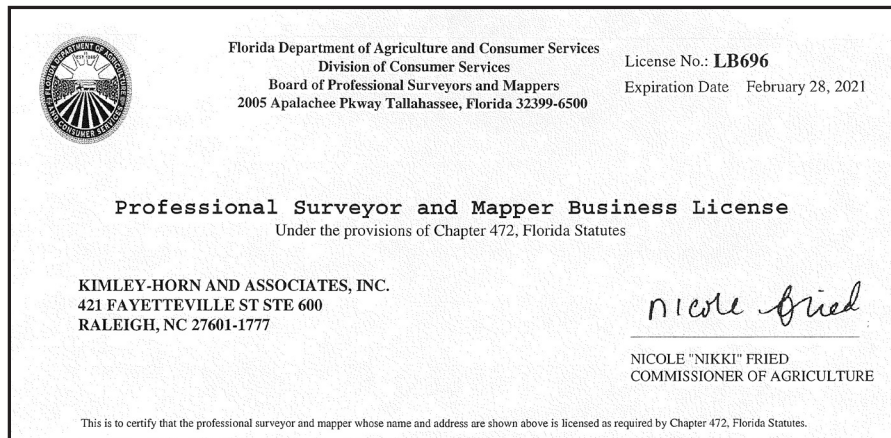
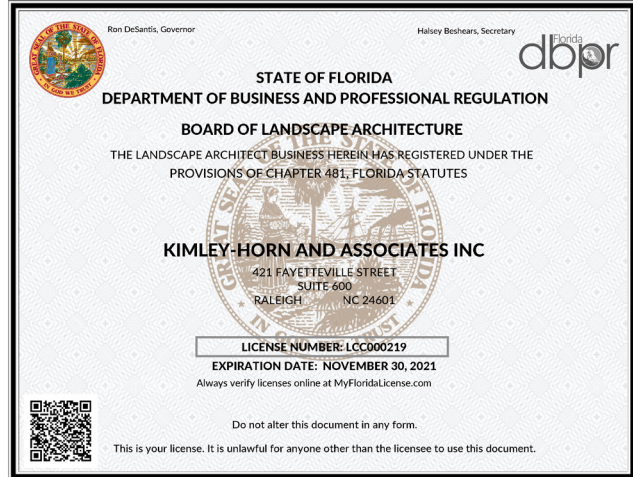
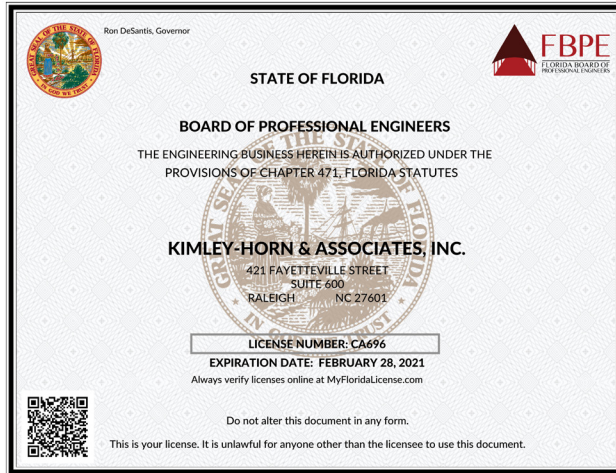


E. LICENSES/INSURANCE

CORPORATE LICENSES

Corporate licenses for Kimley-Horn and our subconsultants are provided on the following pages.

Kimley-Horn and Associates, Inc.





State of Florida

Department of State

Kimley-Horn has renewed this document and is waiting to receive the new certificate.

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 27, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of May, 2019*



Randy Bee
Secretary of State

Tracking Number: 5900845381CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ocean Surveys, Inc.

2020 FOREIGN PROFIT CORPORATION ANNUAL REPORT
DOCUMENT# F16000003522
Entity Name: OCEAN SURVEYS, INC.
Current Principal Place of Business:
128 MILL ROCK RD, EAST
OLD SAYBROOK, CT 06475

FILED
Feb 17, 2020
Secretary of State
4168042153CC

Current Mailing Address:
128 MILL ROCK RD, EAST
OLD SAYBROOK, CT 06475 US

FEI Number: 52-2314467
Name and Address of Current Registered Agent:
NORTHWEST REGISTERED AGENT LLC
7901 4TH STREET N
SUITE 300
ST. PETERSBURG, FL 33702 US

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent Date

Officer/Director Detail:
P
Name: BELL, DAVID L.
Address: 128 MILL ROCK RD, EAST
City-State-Zip: OLD SAYBROOK CT 06475

I hereby verify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath. I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes and that my name appears above on an attached exhibit after the report.

SIGNATURE: DAVID L. BELL PRESIDENT 02/17/2020
Electronic Signature of Signing Officer/Director Detail Date

Pure Technologies US Inc.

Ron DeSantis, Governor
Halcyon Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PURE TECHNOLOGIES U.S. INC.
8920 STATE ROUTE 108
SUITE D
COLUMBIA MD 21045

LICENSE NUMBER: CA81396
EXPIRATION DATE: FEBRUARY 28, 2021
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Terracon Consulting, Inc.

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TERRACON CONSULTANTS, INC.
10841 S RIDGEVIEW ROAD
OLATHE KS 66051

LICENSE NUMBER: CA8830
EXPIRATION DATE: FEBRUARY 28, 2021
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State of Florida
Department of State

I certify from the records of this office that TERRACON CONSULTANTS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 31, 2003.

The document number of this corporation is F04000000114.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on August 21, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2019

[Signature]
Secretary of State

Tracking Number: 6009753723CU
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sosfla.org/Filings/CertificateOfStatus/CertificateAuthentication>

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS
THE GEOLOGY BUSINESS HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

TERRACON CONSULTANTS, INC.
1675 LEE ROAD
WINTER PARK FL 32789

LICENSE NUMBER: QB496
EXPIRATION DATE: JULY 31, 2020
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

United States Environmental Protection Agency
This is to certify that
Terracon Consultants Inc.
has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint risk assessments and investigations pursuant to 40 CFR.

In the Jurisdiction of:
All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires May 19, 2021

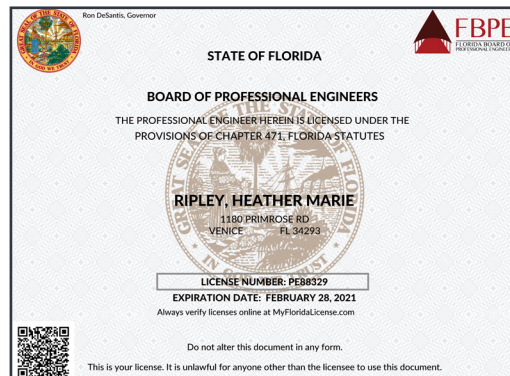
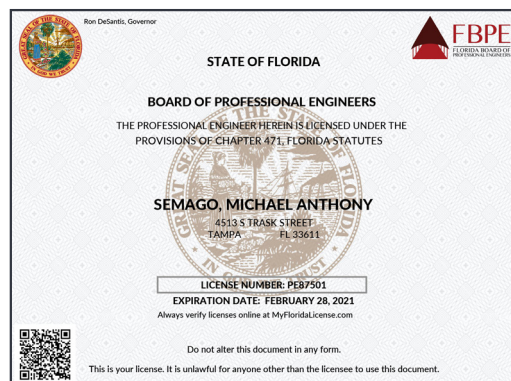
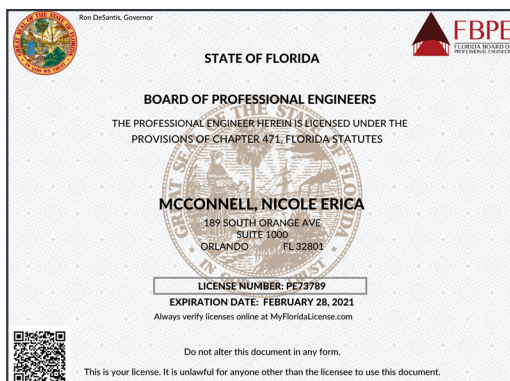
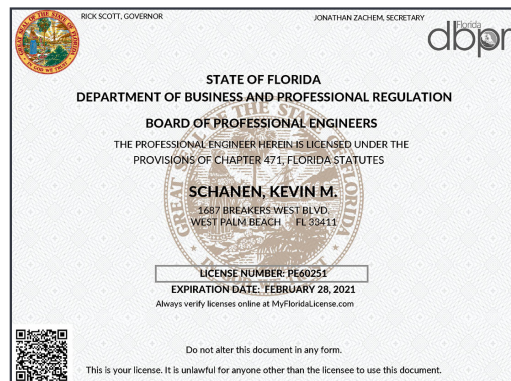
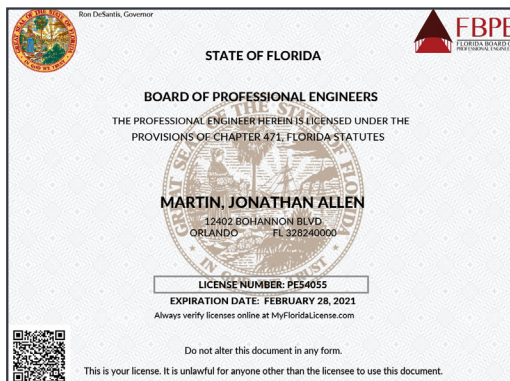
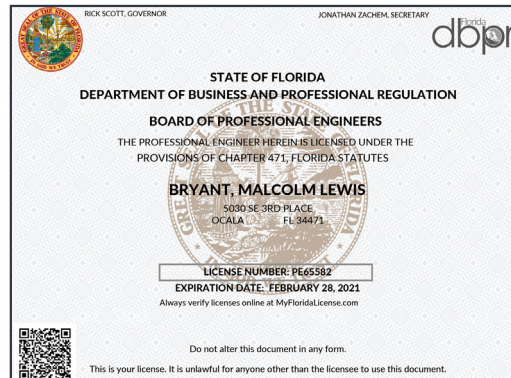
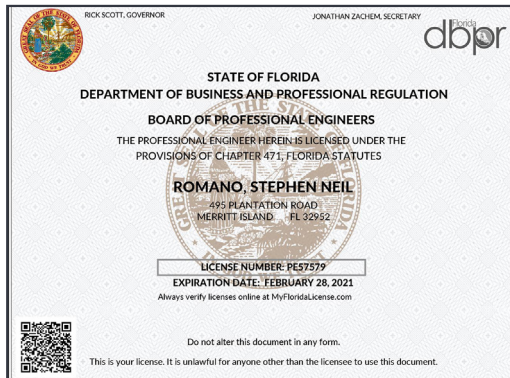
NAT-2808-2
Certification #
July 20, 2014
Issued On

[Signature]
Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

PROFESSIONAL LICENSES

Professional licenses for all project team members are provided on the following pages.

Kimley-Horn and Associates, Inc.



Licensee Details	
Licensee Information	
Name:	HUNTER, ALEX TUCKER (Primary Name)
Main Address:	865 DUSTY PINE DR APOPKA Florida 32703
County:	ORANGE
License Mailing:	
License Location:	
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	88634
Status:	Current, Active
Licensure Date:	12/31/2019
Expires:	02/28/2021
Special Qualifications	
Civil	Qualification Effective 07/31/2019



Ocean Surveys, Inc.

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION
185 Silver Lake Blvd
Cannon Building, Suite 203
Dover, DE 19904-2467

NOT TRANSFERABLE

LICENSE NO. 54-0000914

PROFESSION: Geologist

ISSUED TO: John D. Sullivan

EXPIRATION DATE: 09/30/2020

ISSUED TO: John D. Sullivan
18 Shore Rd.
Clinton CT 06413

PROFESSIONAL LICENSE

THIS CERTIFIES THAT THE PERSON NAMED IS HEREBY LICENSED TO
CONDUCT OR ENGAGE IN THE PROFESSION DESCRIBED ABOVE AND
DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF DELAWARE

LICENSE SIGNATURE: 612141

Department of State
Division of Professional Regulation
Our mission is to protect qualified professionals to ensure the protection of
the public's health, safety, and welfare.

RECEIPT
STATE OF WYOMING BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NO. EG-356 DATE 11/22/2020 RECEIPT NO. WHPHJ

RENEWAL FEE \$5.00 ROSTER \$5.00 TOTAL \$10.00

RECEIVED FROM: John Denis Sullivan
18 Shore Rd
Clinton CT 06413-2362

By: *Annalisa G. Smith*
Executive Director

STATE OF WYOMING BOARD OF
PROFESSIONAL GEOLOGISTS
THIS IS TO CERTIFY THAT
JOHN DENIS SULLIVAN
Holds a valid license as a Professional Geologist
in the State of Wyoming under License No. EG-356
which expires on 11/22/2020

STATE OF LOUISIANA
Board of Professional Geoscientists

Licensee Name: John D. Sullivan
License ID #: 726
Expires: 04/14/2020

W.D. Sullivan
Chairman of the Board

JOHN DENIS SULLIVAN, PG
Geology
License #132714
Expires November 30, 2020

In accordance with the provisions of the Texas Geosciences
Practicing Act, the Texas Board of Professional Geoscientists
hereby certifies that the above named individual has been
licensed as a Professional Geoscientist.

Betty L. Johnson
Betty L. Johnson, PG, TBPG Chairman

Terracon Consulting, Inc.

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MCMASTER, SHENNA LUU
1733 TEALBRIAR AVE
OVIEDO FL 32765

LICENSE NUMBER: PE57537
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

QR Code



CERTIFICATE OF INSURANCE

A copy of Kimley-Horn's Certificate of Insurance is provided below.

Client#: 25320		KIMLHORN	
ACORD		CERTIFICATE OF LIABILITY INSURANCE	
		DATE (MM/DD/YYYY) 3/26/2019	
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 any rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL: jerry.noyola@greyling.com ADDRESS:	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		INSURER(S) AFFORDING COVERAGE	
		INSURER A : National Union Fire Ins. Co.	
		INSURER B : Aspen American Insurance Company	
		INSURER C : New Hampshire Ins. Co.	
		INSURER D : Lloyds of London	
		INSURER E :	
		INSURER F :	
COVERAGES		CERTIFICATE NUMBER: 19-20	
		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		5268169
			POLICY EFF (MM/DD/YYYY) 04/01/2019
			POLICY EXP (MM/DD/YYYY) 04/01/2020
			LIMITS
			EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
			MED EXP (Any one person) \$25,000
			PERSONAL & ADV INJURY \$1,000,000
			GENERAL AGGREGATE \$2,000,000
			PRODUCTS - COMP/OP AGG \$2,000,000
			\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		4489663
			POLICY EFF (MM/DD/YYYY) 04/01/2019
			POLICY EXP (MM/DD/YYYY) 04/01/2020
			LIMITS
			COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
			BODILY INJURY (Per person) \$
			BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$
			\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED. ☒ RETENTION \$0		CX005FT19
			POLICY EFF (MM/DD/YYYY) 04/01/2019
			POLICY EXP (MM/DD/YYYY) 04/01/2020
			LIMITS
			EACH OCCURRENCE \$5,000,000
			AGGREGATE \$5,000,000
			\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	015893685 (AOS) 015893686 (CA)
			POLICY EFF (MM/DD/YYYY) 04/01/2019
			POLICY EXP (MM/DD/YYYY) 04/01/2020
			LIMITS
			PER STATUTE ☒ OTHER ☐
			E.L. EACH ACCIDENT \$1,000,000
			E.L. DISEASE - EA EMPLOYEE \$1,000,000
			E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		B0146LDUSA1904949
			POLICY EFF (MM/DD/YYYY) 04/01/2019
			POLICY EXP (MM/DD/YYYY) 04/01/2020
			LIMITS
			Per Claim \$2,000,000
			Aggregate \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of Insurance			
CERTIFICATE HOLDER		CANCELLATION	
Sample Certificate		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	
© 1988-2015 ACORD CORPORATION. All rights reserved.			
ACORD 25 (2016/03) 1 of 1 #S1529122/M1513917		The ACORD name and logo are registered marks of ACORD JNOY1	



F. FINANCIAL STATEMENT

A copy of Kimley-Horn's financial statement is **provided in a separate envelope** marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

LITIGATION DURING THE PAST FIVE YEARS

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. Settlements related to claims are bound by confidentiality agreements so we cannot release any information on them. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

DEBARMENT HISTORY

Kimley-Horn has never been debarred by the City or other public entity, nor have we defaulted on a contract awarded by another government agency.

CONTRACT HISTORY

No judgments or rulings have been entered against Kimley-Horn by a court or administrative agency; nor have we been involved in any class actions or individual cases under investigation by Attorneys General.

CONTRACT AWARD TERMINATED BY DEFAULT OR CONVENIENCE

None.



G. CLIENT REFERENCES FOR SIMILAR PROJECTS

You may ask why these clients chose Kimley-Horn out of all the top-class consulting firms they had to choose from. Chances are they'd tell you it was because we have a reputation for making them successful. We listen to their needs, meet their schedules, accomplish their missions, deliver results, and exceed expectations. You simply won't find this caliber of service anywhere else. ***We invite you to contact the three references below so that you can hear firsthand about the outstanding quality of service we routinely provide on for services within the past three years.***

1. Utilities Inc. of Florida

Bryan Gongre, Regional Manager

200 Weathersfield Avenue
Altamonte Springs, FL 32714
321.972.0360
bkgongre@uiwater.com

Projects: Lake Groves WTP DBP Improvements, Myrtle Lake Hills Water Main Extension, Orangewood and Buena Vista Water Main, Shadow Hills Wastewater Improvements, Wekiva Water Reclamation Facility

Number of Years Services Provided: 20 years with project manager; 5 years with Kimley-Horn

2. Equity Lifestyle Properties, Inc.

Jason Russo

Two North Riverside Plaza
Chicago, ILL 60606
813.480.2307
jason.russo@equitylifestyle.com

Project: Palm Lakes Water Main Replacement

Number of Years Services Provided: 2

3. Manatee County

Jeff Streitmatter, P.E., Project Management Division Manager

Manatee County Public Works Department
1022 26th Avenue East Bradenton, FL 34208
941.708.7450, ext. 7335
jeff.streitmatter@mymanatee.org

Projects: Force Main 1M Rehabilitation; Force Main 5 Rehabilitation; Force Main 13A Rehabilitation; and Force Main 15D Rehabilitation (20-inch pipe)

Number of Years Services Provided: 7



H. REQUIRED DOCUMENTS

The forms listed below are provided on the following pages:

- Form 9.1 – Proposal Submittal Checklist
- Form 9.2 – Vendor's Acknowledgement Form
- Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 – Drug Free Preference Statement
- Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- Form 9.6 – Affidavit of Anti-Collusion Form
- Form 9.7 – Local Business Affidavit of Eligibility
- Form 9.8 – Professional References for Previous Experience

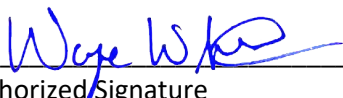
SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor’s Acknowledgement Form
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Local Business Affidavit of Eligibility
- ☒ Form 9.8 – Professional References for Previous Experience
- ☒ Copy of License (Contractor, PE, Sunbiz, Etc.)
- ☒ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: Kimley-Horn and Associates, Inc.

Vendor


Authorized Signature

3/5/2020

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☒ Exceptions (list below; add additional pages if necessary):

***Note: Please see attached**

Kimley-Horn and Associates, Inc.

NAME OF BUSINESS

AUTHORIZED SIGNATURE

Wayne White, P.E., Assistant Secretary

NAME, TITLE, TYPED

56-0885615

FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Orange

189 South Orange Avenue, Suite 1000

MAILING ADDRESS

Orlando, FL 32801

CITY, STATE & ZIP CODE

407.898.1511/561.863.8175

TELEPHONE NUMBER / FAX NUMBER

Wayne.White@Kimley-Horn and Associates, Inc.

E-MAIL ADDRESS

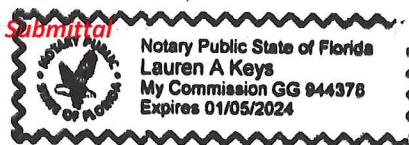
The foregoing instrument was acknowledged before me this day of March 5th, 2020 by Wayne White, P.E., Assistant Secretary, who is personally known to me or who has produced ad identification and who did take an oath. By ☒ physical presence or ☐ online notarization.

My Commission Expires: 01/05/2024

Lauren A. Keys
Notary Public

Notary Public State of Florida
Lauren A Keys
My Commission GG 944378
Expires 01/05/2024

This document must be completed and returned with your Submittal



Kimley-Horn requests the following changes be made to Section 5, General Terms and Conditions:

- #47 Indemnification/Hold Harmless (page 27 of 71 of the PDF) – Kimley-Horn requests that the above-referenced section be modified to comply with Florida State Statute 725.08. Suggested language: The Vendor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Vendor's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Vendor is legally liable.
- #56 Legal Requirements (page 30 of 71) – Kimley-Horn requests that the second paragraph of the above-referenced section be stricken as written and be replaced to comply with Florida State Statute 725.08. Suggested language: The Vendor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Vendor's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Vendor is legally liable.
- Add #112 – Florida State Statute 558.0035

Please add new Provision, item #112, which will read: Florida Statute 558.0035

**PURSUANT TO FS 558.0035, EMPLOYEES OF
CONSULTANT MAY NOT BE HELD INDIVIDUALLY
LIABLE FOR DAMAGES RESULTING FROM
NEGLIGENCE UNDER THIS AGREEMENT.**

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 03/02/2020 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

STATE OF Florida
COUNTY OF Orange

Kimley-Horn and Associates, Inc.

Name of Business

By: Wayne White

Printed Name: Wayne White, P.E.

Title: Assistant Secretary

Sworn to (or affirmed) and subscribed before me this 5th day of March, 2020, by
Wayne White, P.E. as Assistant Secretary of

(NAME)

(TITLE)

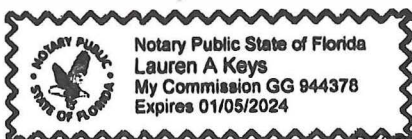
Kimley-Horn and Associates, Inc. and who:

(NAME OF ORGANIZATION)

[Notary: Please select one] By means of ☒ physical presence of ☐ online notarization.

☒ is personally known to me; or

☐ has produced _____ as identification.



Lauren A. Keys
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Kimley-Horn and Associates, Inc.

Name of Business

By: Wayne White

Printed Name: Wayne White, P.E

Title: Assistant Secretary

STATE OF Florida

COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 5th day of March, 2020, by
Wayne White, P.E as Assistant Secretary of

Kimley-Horn and Associates, Inc.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

By means of ☒ physical presence of ☐ online notarization.

☒ is personally known to me; or

☐ has produced _____ as identification.

Lauren A. Keys

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Wayne White, P.E., who, being by me first duly sworn, made the following statement:

1. The business address of Kimley-Horn and Associates, Inc. (name of Offeror or business) is 189 South Orange Avenue, Suite 1000, Orlando, FL.
2. My relationship to Kimley-Horn and Associates, Inc. (name of Offeror or business) is Assistant Secretary (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Kimley-Horn and Associates, Inc.

Name of Business

By: Wayne WhitePrinted Name: Wayne White, P.E.Title: Assistant SecretarySTATE OF FloridaCOUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 5th day of March, 2020, by Wayne White, P.E., as Assistant Secretary of Kimley-Horn and Associates, Inc. and who:

[Notary: Please select one]

By means of ☒ physical presence of ☐ online notarization.☒ is personally known to me; or☐ has produced _____ as identification.Lauren A. Keys
Notary Public, State of Florida**This document must be completed and returned with your Submittal**

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Kimley-Horn and Associates, Inc.

SIGNED BY: Wayne White
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Wayne White, P.E.

TITLE: Assistant Secretary

ADDRESS: 189 South Orange Avenue, Suite 1000

CITY: Orlando STATE: FL ZIP CODE: 32801

TELEPHONE: 407.898.1511 FAX: 561.863.8175

COMPLETION TIME: March 5, 2020

F.E.I.N. NUMBER: 56-0885615

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:** RFSQ 2-02 20-inch Force Main River Crossing DesignRFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: Kimley-Horn and Associates, Inc.CONTACT PERSON/TITLE: Steve Romano, P.E., Assistant SecretaryMAILING ADDRESS: 189 South Orange Avenue, Suite 1000CITY-STATE-ZIP: Orlando, FL 32801Length of Time at Address Provided: 3+Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise **N/A*** **Corporate office location: 421 Fayetteville Street, Suite 600, Raleigh, NC 27601**And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number):

56-0885615**BUSINESS STRUCTURE:**☒ Corporation☐ LLC☐ Partnership☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 407.898.1511FAX: 561.863.8175EMAIL: Steve.Romano@Kimley-Horn.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Wayne White, P.E., Assistant Secretary who, after being sworn according to law, stated that he or she was authorized to represent Kimley-Horn and Associates, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

By means of ☒ physical presence of ☐ online notarization.

Lauren A. Keys
SIGNATURE OF NOTARY PUBLIC

THIS 5th DAY OF March, 2020

My Commission Expires: _____

Wayne White 3/5/2020
SIGNATURE OF AFFIANT DATE

Wayne White, P.E., Assistant Secretary

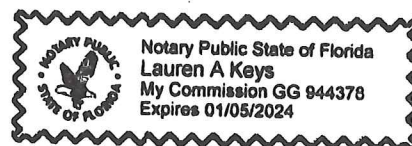
PRINTED NAME OF AFFIANT / TITLE

Kimley-Horn and Associates, Inc.

COMPANY

This document must be completed and returned with your Submittal

NOTARY SEAL



FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: Universal Studios Orlando
 Contact Person: Cerissa Plamonte, Contracts Representative
 City, State: Orlando, FL 32819
 Telephone Number: 407.224.8549
 Email Address: cerissa.piamonte@UniversalOrlando.com
 Description of goods or
 Services provided: 42-inch force main relocation
 Contract Amount: \$510,000
 Start/End Date of Contract: 2018 to date

2. Company Name: City of West Palm Beach
 Contact Person: Laura Le, P.E., Senior Project Manager
 City, State: West Palm Beach, FL 33401
 Telephone Number: 561.494.1093
 Email Address: lle@wpb.org
 Description of goods or
 Services provided: Southern Blvd. Bridge Subaqueous 16-inch Water Main Replacement and Route Study
 Contract Amount: \$192,894.51
 Start/End Date of Contract: 2015 to 2017

3. Company Name: Manatee County
 Contact Person: Jeff Streitmatter, P.E., Project Management Division Manager
 City, State: Bradenton, FL 34208
 Telephone Number: 941.708.7450, ext. 7335
 Email Address: jeff.streitmatter@mymanatee.org
 Description of goods or
 Services provided: Force Main 1M Rehabilitation
 Contract Amount: \$756,593
 Start/End Date of Contract: 2013 to 2018

LISTING OF PREVIOUS EXPERIENCE**Commercial Client List**

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years' service provided	Description of service
1	West Palm Beach	561.494.1093	Y	50	Large diameter pipeline design
2	Manatee County	941.708.7450 ext. 7335	Y	7	Large diameter pipelin design
3	Utilities Inc. of Florida	321.972.0360	Y	20	Pipeline and infrastructure evaluation and replacement

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENT of QUALIFICATIONS

20-INCH FORCE MAIN RIVER CROSSING DESIGN

RFSQ #20-02



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh Purchasing Agent
Release Date: February 4, 2020

Statement of Qualifications Due Date and Time:
March 9, 2020 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFSQ #20-02

20-INCH FORCE MAIN RIVER CROSSING DESIGN

Notice is hereby given that the City of Port Orange is seeking Proposals for Request for Statement of Qualifications RFSQ #20-02 20-INCH FORCE MAIN RIVER CROSSING DESIGN. Submissions of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on March 9, 2020** which may be amended by addendum issued by the City. All untimely statements will not be considered and will be returned to the Proposer unopened. All statements will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. All Statements of Qualifications will be opened publicly, and the names of all Vendors shall be read aloud. at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Proposal Conference for the project at **10:00 A.M.** (local time) on **February 18, 2020** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference must sign in. The representative of each Responder shall be an authorized employee of the Proposer and shall sign in accordingly. Responders are urged to obtain Proposal documents and familiarize themselves with the documents prior to the Pre-Proposal meeting.

DESCRIPTION:

The City of Port Orange operates a sanitary sewer Water Reclamation Facility (WRF) that provides service to the City of Port Orange and the Towns of Daytona Beach Shores & Ponce Inlet. The Towns of Daytona Beach Shores and Ponce Inlet are barrier islands and are separated from the City of Port Orange by the Intercoastal Water Way & the Halifax River. Wastewater from the Barrier Islands is transmitted to the Cities Water Reclamation Facility via 20" Ductile Iron Pipe (DIP) subaqueous force main which was constructed in the late 1980's. The City has determined the need to replace the existing DIP force main with a new High-Density Polyethylene (HDPE) force main to ensure uninterrupted sewer service for Daytona Beach Shores and Ponce Inlet. The average daily flow from the barrier islands is approximately 1.0 Millions of Gallons (MGD).

The preferred firm will have a current Professional Registration Certificate from the appropriate governing board. The firm must be properly registered at the time of submittal to practice their profession in the State of Florida. Provide professional certifications of staff such as Professional Engineer (P.E) and other relevant professional titles/accomplishments related to the proposed project.

All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in the RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/Proposals.aspx and (DemandStar) via their website at

www.demandstar.com. All questions shall be directed **in writing** to David Van Valkenburgh, the Purchasing Agent at dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFSQ #20-02 20-INCH FORCE MAIN RIVER CROSSING DESIGN"** in the subject line. Last day for questions will be **February 25, 2020 at 5:00 P.M.**

All Proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO Proposal shall be withdrawn for a period of ninety (90) days subsequent to the Proposal opening without the consent of the City of Port Orange, Florida.

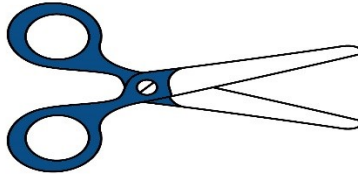
No Statements received after the time and date specified for the opening will be considered. The City of Port Orange reserves the right to negotiate modifications to any submittal that it deems to be acceptable; to reject with or without cause, any or all submittals, or to interview or not interview individual submitters, to waive any non-substantial irregularity in submissions received in whole or in part whenever such waiver or rejection is in the best interest of the City.

Statements of Qualifications shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Van Valkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFSQ #20-02 20-INCH FORCE MAIN RIVER CROSSING DESIGN."**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – **February 4, 2020**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to your sealed Statement envelope/package to identify it as a "Sealed Statement of Qualifications". Be sure to include the name of the company submitting the Statement where requested.



SEALED STATEMENT OF QUALIFICATIONS • DO NOT OPEN	
SEALED STATEMENT NO.	RFSQ #20-02 _____
STATEMENT TITLE:	20-INCH FORCE MAIN RIVER CROSSING DESIGN _____
DUE DATE/TIME:	March 9, 2020 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications, in compliance with the Consultants Competitive Negotiation Act. F.S. 287.055, from qualified individuals and/or engineering firms that are interested in providing.

The City of Port Orange operates a sanitary sewer Water Reclamation Facility (WRF) that provides service to the City of Port Orange and the Towns of Daytona Beach Shores & Ponce Inlet. The Towns of Daytona Beach Shores and Ponce Inlet are barrier islands and are separated from the City of Port Orange by the Intercoastal Water Way & the Halifax River. Wastewater from the Barrier Islands is transmitted to the Cities Water Reclamation Facility via 20" Ductile Iron Pipe (DIP) subaqueous force main which was constructed in the late 1980's. The City has determined the need to replace the existing DIP force main with a new High-Density Polyethylene (HDPE) force main to ensure uninterrupted sewer service for Daytona Beach Shores and Ponce Inlet. The average daily flow from the barrier islands is approximately 1.0 Millions of Gallons (MGD).

The preferred firm will have a current Professional Registration Certificate from the appropriate governing board. The firm must be properly registered at the time of submittal to practice their profession in the State of Florida. Provide professional certifications of staff such as Professional Engineer (P.E) and other relevant professional titles/accomplishments related to the proposed project.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Proposer's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFSQ to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed statements of Qualifications, including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:February 4, 2020
Non-Mandatory Pre-Proposal Conference February 18, 2020 at 10:00 A.M.
Deadline for Questions:February 25, 2020 by 5:00 P.M.
Final Addendum Posting:March 2, 2020 by 5:00 P.M.
Proposals Due: March 9, 2020 by 2:30 P.M.
Evaluation Period March 10 - March 20, 2020
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Statement of Qualifications must be delivered no later than the date and time listed in the Timeline above.
All times referenced are local time.

Statements of Qualifications shall be sealed, and Vendors shall clearly indicate on the outside of their Proposal the following:

- a) Request for Statement of Qualifications (RFSQ) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving Proposals. Carrier and hand deliveries of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their Proposal package. **Faxed Proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All Statements of Qualifications will be opened publicly, and the names of all Vendors shall be read aloud. All conferences and meetings regarding this RFSQ are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Statements of Qualifications or parts of Statements of Qualifications if it is in the best interest of the City.

QUESTIONS REGARDING THIS RFSQ:

All questions shall reference “**RFSQ #20-02 20-INCH FORCE MAIN RIVER CROSSING DESIGN**” in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Van Valkenburgh
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Statement Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Statement that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Statements. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a Statement.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/Proposals.aspx and Demand Star websites. www.demandstar.com.

The city of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the RFSQ submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFSQ. Lack of understanding and/or misinterpretation of any portions of this RFSQ shall not be cause for withdrawal of your Statement after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

The preferred firm will have a current Professional Registration Certificate from the appropriate governing board. The firm must be properly registered at the time of submittal to practice their profession in the State of Florida. Provide professional certifications of staff such as Professional Engineer (P.E) and other relevant professional titles/accomplishments related to the proposed project.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided “Professional References” form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFSQ. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFSQ.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFSQ specifications, the Vendor must indicate those exceptions as stated on the Vendor’s Acknowledgement Form.

STATEMENT SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Statements, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Statements become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF STATEMENTS:

Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Vendors shall not be allowed to modify their Proposals after the opening time and date.

WITHDRAWAL OF STATEMENTS:

NO Statements shall be withdrawn for a period of ninety (90) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Statement confers no right of withdrawal or modification after the Statement has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF PROPOSALS/PROPOSALS:

Statements will be received until the date and time stated in this RFSQ and the names of all Vendors shall be read aloud will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Statements not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS:

The City reserves the right to reject any and/or all Statements when such rejection is in the best interest of the City.

STATEMENTS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of Proposals/Proposals or proposals, or the awarding of contracts.
Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

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SECTION 3 – SCOPE OF SERVICES/WORK AND REQUIREMENTS

20" Subaqueous Sanitary Sewer Force Main Design RFSQ

Project Background:

The City of Port Orange operates a sanitary sewer Water Reclamation Facility (WRF) that provides service to the City of Port Orange and the Towns of Daytona Beach Shores & Ponce Inlet. The Towns of Daytona Beach Shores and Ponce Inlet are barrier islands and are separated from the City of Port Orange by the Intercoastal Water Way & the Halifax River. Wastewater from the Barrier Islands is transmitted to the Cities Water Reclamation Facility via 20" Ductile Iron Pipe (DIP) subaqueous force main which was constructed in the late 1980's. The City has determined the need to replace the existing DIP force main with a new DIP force main with a new High-Density Polyethylene (HDPE) force main to ensure uninterrupted sewer service for Daytona Beach Shores and Ponce Inlet. The average daily flow from the barrier islands is approximately 1.0 Millions of Gallons (MGD).

Scope:

The City of Port Orange Public Utilities is seeking the service of professional consultants to provide the design, permitting, and construction administration of a 20" subaqueous sanitary sewer force main river crossing. The scope of services shall consist of, but not limited to, the following:

- Existing force main conditions assessment
- Pre-design services (geotechnical engineering & survey)
- Replacement force main design
- Permitting
- Construction phase services
- As-built preparation and certification

Qualifications/Certifications:

The preferred firm will have a current Professional Registration Certificate from the appropriate governing board. The firm must be properly registered at the time of submittal to practice their profession in the State of Florida. Provide professional certifications of staff such as Professional Engineer (P.E) and other relevant professional titles/accomplishments related to the proposed project.

Evaluation Method:

The City will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the City Council. The City will be the sole judge of its own best interests, the proposals, and the resulting contract. The Cities decisions will be final. Award will be made to the proposal, which presents the best value to the City based on the entire evaluation process and all of the information gathered. The City may require the short-listed firm(s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. The selection process shall be in accordance to Consultants' Competitive Negotiation Act (CCNA) process. Although, each member of the

evaluation committee independently examines the proposals prior to the meeting, the short-listing or selectin of the firm(s) is determined by the consensus of the committee.

Evaluation Criteria:

In determining a firm's qualifications, the following criteria will be considered based on qualifications, experience and project approach:

- Professional license, certifications, titles, and accomplishments of staff;
- Credentials, qualifications and years' experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, and training;
- Number of years prime and sub consultants worked together;
- Experience in providing similar projects;
- Overall project approach to support the needs and objectives of the project;
- Quality of performance or previous contracts or services;
- Whether the firm can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference;
- Quality, availability and adaptability of the contractual services to the particular use required;
- Sufficiency of the financial resources and ability of the firm to perform the contract or provide the services;
- Character, integrity, reputation, judgment, and efficiency of the firm;
- Previous and existing compliance by the firm with laws and ordinance relating to the contract or services;
- The number of professional staff, education, and years' experience in public utilities engineering including support staff such as Geographic Information Systems (GIS) specialists, surveyors, Computer Aided Design and Drafting Technician (CADD) Techs, Construction Engineering Inspectors (CEI), etc.;
- Documented experience with State (Water Management District, Department of Environmental Protection DEP) and Federal (Environmental Protection Agency EPA, Army Corps.) permitting/regulatory programs related to the proposed project;
- Documented projects (with references) which demonstrate proficiency and experience in projects of a similar nature in scope and complexity to the proposed project;
- Location of office facilities and staff.

[End of Scope of Services - Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.

- 20. **Evaluator** is a member of the evaluation committee/team.
- 21. **Goods** are supplies, materials, or equipment.
- 22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
- 23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
- 24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
- 25. **Issues** means points, matters, or concerns to be addressed during negotiations.
- 26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
- 27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
- 28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
- 29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
- 30. **Negotiator** is a member of the negotiation team.
- 31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- 32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
- 33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
- 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
- 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
- 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
- 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
- 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
- 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
- 41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written

on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

- 42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
- 43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
- 44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
- 45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
- 46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
- 48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
- 49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
- 50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
- 51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
- 52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
- 53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
- 54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
- 55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
- 56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
- 57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a Proposal. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this Proposal request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "RFSQ Item(s)" and their commodity codes, to those items requested in this Proposal.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint

venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFSQ is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a Proposal received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible Proposer within the time designated in the Contract Documents.

The Proposer(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **PROPOSAL/PROPOSAL RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **PROPOSAL/PROPOSAL PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Proposals, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the

solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written Proposal protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **PROPOSAL/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the Proposal/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Proposal opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of Proposal guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required Proposal bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, Proposal bonds/deposits shall be prescribed and are advertised in the public notices inviting Proposals. Normally, if a Proposal bond/deposit is requested, it is in the amount of five percent (5%) of the Proposal amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of Proposal.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) Proposal from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the Proposal form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of Proposal. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the Proposal. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidder/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER/PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the Proposal.
- j. Such other factors as appear to the city council to be pertinent to the Proposal or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF PROPOSALDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Proposers. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Proposers. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidders/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidders/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidders/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his Proposal, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the Proposal. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

Vendors 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 during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **FAILURE TO RESPOND**

If the vendor elects not to Proposal, please return the enclosed "Proposer Acknowledgement Form" by the Proposal due date and state the reason(s) for not Proposing. Failure to respond, either by submitting a Proposal, or by submitting a "Statement of No Proposal", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE PROPOSALS/PROPOSALS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidders/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. **INSURANCE**

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within

fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the Proposal form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall comply by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

LOCAL PREFERENCE

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Proposals/Proposals

- (1) Port Orange Business: In any competitive Proposal process where a Proposal submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible Proposal submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the Proposal opening, a best and final Proposal equal to or lower than the amount of the original low Proposal. The Proposal shall then be awarded to the lowest and best responsible Proposer.
- (2) Volusia County business: In any competitive Proposal process where a Volusia County business is within five percent (5%) of the lowest and best responsible Proposal submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the Proposal opening, a best and final Proposal equal to or lower than the amount of the original low Proposal. The Proposal shall then be awarded to the lowest and best responsible Proposer.
- (3) Florida Business: In any competitive Proposal process where a State of Florida business is within three percent (3%) of the lowest and best responsible Proposal submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the Proposal opening, a best and final Proposal equal to or lower than the amount of the original low Proposal. The Proposal shall then be awarded to the lowest and best responsible Proposer.
- (4) Tied Proposal Preference: In case of a tie Proposal between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the Proposal or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the Proposal or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the Proposal or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these Proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. **PRE-PROPOSAL CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-Proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-Proposal and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-Proposal conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Proposal Form (when a Proposal Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all Proposal prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price Proposal, and all amounts totaled. The sum of the Total Proposal as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, Proposals containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the Proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price Proposal.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Proposal in order to be considered for award.

73. **PRODUCTS/ESTIMATES:**

Items included on the Proposal Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for Proposal or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for Proposal or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to Proposals, proposals and replies to sealed competitive solicitations, and closes

evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed Proposals, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's Proposals until an intended decision is reached or 30 days has elapsed since the time of the Proposal opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate Proposals or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their Proposal or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the Proposal or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Proposal shall be new. The items Proposal must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this Proposal by the City.

81. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

84. **REJECTING OF RESPONSES, REPROPOSALING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-Proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for Proposal after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88. **RIGHT OF WITHDRAWAL**

A Proposal, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after Proposal award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item Proposal.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Proposals (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the Proposal project name, Proposal number and name of the Vendor.

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. **SUBCONTRACTING**

The Vendor will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

100. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the Proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the Proposal must also be in the returned Proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the Proposal specifications.

103. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the Proposal specification and/or on the Purchase Order as a "Deliver To:" address.

106. **UNBALANCED PROPOSAL/PROPOSAL**

A mathematically unbalanced Proposal is where a Proposer places a high price on some items and a low price on other items in a unit price contract. A Proposal is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced Proposal will result in the lowest overall cost to the City. Unbalanced Proposals/Proposals will be rejected if the prices are deemed materially unbalanced.

107. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Statements of Qualifications offered in this RFSQ must remain firm for a period of ninety (90) Days from the RFSQ opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be eighteen (18) Months for design and permitting and thirty (30) days for final completion.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this RFSQ, the Vendors must have prior experience working with the services described in this RFSQ. Please provide eligibility experience with your submittal.

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

The preferred firm will have a current Professional Registration Certificate from the appropriate governing board. The firm must be properly registered at the time of submittal to practice their profession in the State of Florida. Provide professional certifications of staff such as Professional Engineer (P.E) and other relevant professional titles/accomplishments related to the proposed project.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City’s best interest, the City may utilize a cooperative contract in lieu of making an award.

LICENCES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

[Remainder of this page left intentionally blank]

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all of the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the Vendor's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Statements of Qualifications."

In conjunction with other material and information requested in the RFSQ, all Vendors responding to this solicitation shall provide one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY: (15 Evaluation Points)

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.
- Provide a statement of the firm's qualifications, ability, and capacity to perform the scope of work, not exceeding ten (10) pages. Include a description of the manner in which you will successfully complete the proposed work.
- This section should also include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.
- Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL: (15 Evaluation Points)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - o Names;
 - o Titles;
 - o Organization structure for the proposed project team;
 - o Firm names (if sub-consultants are involved); and
 - o Clearly identify the proposed role in the project team for each person.
- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
 - o The professional qualifications and experience for each person;
 - o A summary of experience on projects similar to that described by this RFSQ; and
 - o Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

TAB C – EXPERIENCE ON SIMILAR PROJECTS (include City of Port Orange projects): (20 Evaluation Points)

- Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.
- Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.
- Describe any specific problems that were encountered during the project and how those problems were addressed.
- Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non-renewal.
- Projects for the City of Port Orange may be included in this section.

TAB D – QUALITY OF INNOVATIVE SOLUTIONS and PROJECT APPROACH: (10 Evaluation Points)

- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.
- Explain in concept how your firm will deliver projects on time and within budget.

TAB E – LICENSES/INSURANCE: (5 Evaluation Points)

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.
- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB F – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (10 Evaluation Points)

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- It is essential that the Vendor clearly demonstrates the financial ability to reliably deliver services.
- All Vendors shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof. Enclose the financial statement in a separate envelope marked “CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)”.
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB G – CLIENT REFERENCES FOR SIMILAR PROJECTS: (10 Evaluation Points)

- Provide a maximum of three (3) Client References (do NOT include the City of Port Orange) within the last three (3) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. ***City of Port Orange shall not be listed as a current contract. *The information provided under this tab, must be current and the City must be able to contact for verification as part of the evaluation process.**
- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
 1. What type of services did the Vendor do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?

5. Did they respond in a timely manner to calls, requests, etc.?
6. Did they provide adequate staff to take care of the needs of your company/agency?
7. Did the Vendor manage sub-consultants and/or sub-contractors?
8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
10. Overall, would you recommend this Vendor?

TAB H – REQUIRED DOCUMENTS: (15 Evaluation Points)

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your Statement of Qualifications, or a reduction in evaluation points. Required forms include:

Form 9.1 – Proposal Submittal Checklist

Form 9.2 – Vendor’s Acknowledgement Form

Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

Form 9.4 – Drug Free Preference Statement

Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes

Form 9.6 – Affidavit of Anti-Collusion Form

Form 9.7 – Local Business Affidavit of Eligibility

Form 9.8 – Professional References for Previous Experience

Copy of License (PE, Contractor, Sunbiz, Etc.)

Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their Statements of Qualifications evaluated and scored for quality of response, qualifications and experience and engagement approach and schedule. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for WRITTEN STATEMENTS of QUALIFICATIONS

CATEGORY SCORE

A. QUALIFICATIONS and RELATED EXPERIENCE: (Max 50 points outlined below)

(1) Company History, Qualifications, Ability, and Capacity (Key Principal)(15 points)

- 8-15 points – More than 5 years of related experience and able to meet City's needs
- 4-7 points – 3 to 4 years of related experience and able to meet City's needs
- 1-3 points – 1 to 2 years related experience and able to meet City's needs
- 0 points – No prior related experience

(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) (15 points)

- 8-15 points – More than 5 years of related experience
- 4-7 points – 3 to 4 years of related experience
- 1-3 points – 1 to 2 years related experience
- 0 points – No prior related experience

(3) Experience with Related Scope of Work Required with this RFSQ..... (20 points)

- 13-20 points – 3 or more directly related projects
- 6-12 points – 1 to 2 directly related projects
- 1-5 points – Similar but not directly related projects
- 0 points – No directly related or similar projects

B. STRENGTH of STATEMENT of QUALIFICATIONS and APPROACH: (Max 25 points outlined below)

(1) Clarity/Completeness of Statement (5 points)

- 5 points – Statement is exceptionally well written and clearly addresses all issues outlined in the RFSQ
- 3-4 points – Statement is understandable and addresses most of the specific issues outlined in the RFSQ
- 1-2 points – Statement is somewhat understandable and addresses some of the issues outlined in the RFSQ
- 0 points – Statement does not address issues outlined in the RFSQ

(2) Understanding of Scope of Services (10 points)

- 8-10 points – Demonstrated exceptional understanding of the scope of services
- 4-7 points – Understands the scope of services
- 1-3 points – Has some understanding of the scope of services
- 0 points – Has no solid or working understanding of the scope of services

- (3) Quality of Innovative Solutions and Project Approach (10 points)**
- 8-10 points – Innovative solutions and project approach is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines
 - 4-7 points – Innovative solutions and project approach is generally organized and shows a capacity to carry out tasks but lacks sufficient detail
 - 1-3 points – Innovative solutions and project approach is addressed but poorly organized
 - 0 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized

C. LICENSES/INSURANCE: (Max 5 points)

- (1) Copies of Required Licenses, Certifications, Sunbiz Report, Proof of Insurance..... (5 points)**
- 5 points – Provided copy of State of Florida business license and/or Sunbiz report, proof of insurability per insurance requirements listed in the RFSQ, and professional licenses and certifications for each team member
 - 3-4 points – Provided only copy of Sunbiz report, proof of insurability per insurance requirements listed in the RFSQ, and professional licenses and certifications for each team member
 - 1-2 point – Provided only copy of Sunbiz report and proof of insurability per insurance requirements listed in the RFSQ
 - 0 points – Provided neither licenses, certificates, nor proof of insurability per insurance requirements listed in the RFSQ

D. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (Max 10 points)

- (1) Financial Sustainability of Firm..... (5 points)**
- 5 points – Current Ratio is strong
 - 3-4 points – Current Ratio is moderate
 - 1-2 points – Current Ratio is slight risk
 - 0 points – Current Ratio is risky
- (2) Litigation and Debarment History..... (5 points)**
- 5 points – No Litigation nor Debarment history in last 5 years
 - 3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken against firm
 - 1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current active litigation and/or debarment actions
 - 0 points – Current active Litigation action and/or Debarment action in current year

E. REFERENCES: (Max 10 points overall)

- (1) A minimum of three (3) references all from similar projects that have been successfully completed within the past 5 years (5 points)**
- (2) References were able to be contacted and verified..... (5 points)**

Total Maximum Points (100 points)

RFSQ SCHEDULE:

Refer to the Timeline in Section 2 of the RFSQ document regarding proposed evaluation date(s) and time(s). *The City reserves the right to alter dates as needed.*

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and **may** include a City Council Member or who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All Statements of Qualifications will be subject to a review and evaluation process pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055. It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services;
2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Such other information as may be secured.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations **will not be open** to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the

presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA for ORAL PRESENTATIONS</u>	<u>CATEGORY SCORE</u>
A. <u>QUALIFICATIONS and RELATED EXPERIENCE:</u> (Max 60 points outlined below)	
(1) Company History, Qualifications, Ability, and Capacity (Key Principal).....	(20 points)
(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team)	(20 points)
(3) Experience with Related Scope of Work Required with this RFSQ.....	(20 points)
B. <u>STRENGTH of PROPOSAL AND PRESENTATION:</u> (Max 40 points outlined below)	
(1) Understanding of Scope of Services	(20 points)
(2) Quality of Innovative Solutions and Project Approach	(20 points)
Total Maximum Points	(100 points)

The Evaluation Committee's final ranking will be provided to the Purchasing Department and will be published on www.demandstar.com and the City's Website <https://www.port-orange.org/bids.aspx>. The City's Project Manager will provide a notice of intent to award to the Purchasing Department. The intent to award will be posted on www.demandstar.com and the City's Website <https://www.port-orange.org/bids.aspx>. The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Vendor’s Acknowledgement Form
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Form 9.6 – Affidavit of Anti-Collusion Form
- _____ Form 9.7 – Local Business Affidavit of Eligibility
- _____ Form 9.8 – Professional References for Previous Experience
- _____ Copy of License (Contractor, PE, Sunbiz, Etc.)
- _____ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by _____ of _____, as _____ of _____ and who: _____
(NAME) (TITLE)
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

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 dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____, and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE:

☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

LISTING OF PREVIOUS EXPERIENCE**Commercial Client List**

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years' service provided	Description of service
1					
2					
3					



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

- (b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	<u>Limits:</u> Coverage - \$1,000,000 minimum	

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Donald O. Bumette, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

By: _____
Printed Name: _____ Robin L. Fenwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. # 1

March 2, 2020

RFSQ 20-02 20 INCH FORCE MAIN RIVER CROSSING

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated February 4, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

N/a

B. CHANGES TO SPECIFICATIONS:

N/a

QUESTIONS AND ANSWERS:

Question 1: Do you have a map of the site and information about the easement

Answer Yes see link:

<https://portorange.sharepoint.com/:f:/g/pch/EosqJt51WJpAqzZ8rFTn6wQB09HI056Ybpq4sqt1CMTo9w>

Question 2: What is the proposal budget?

Answer The Force Main Project for the construction portion it is at a minimum \$2 Million

Question 3: Is the Geotechnical information available?

Answer No there is no current information available

Question 4: Does the City own and operation the pump station that this is connected to?

Answer This is connected to multiple pump stations, some own by City of Port Orange and some owned by neighboring cities

Question 5: What is the timeframe for the design

Answer We are expecting the design and all permitting to take 12-18 months' timeframe

Question 6: Are you anticipating to send out the sign in sheet for today's attendees?

Answer Yes, they will be posted on Demand Star and City of Port Orange Website

Question 7: *Page 46, description of Tab F, Financial Stability/Litigation and Debarment History...* conflicting instructions.

- Multiple places state "All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof."
- It is essential that the Vendor clearly demonstrates the financial ability to reliably deliver services.
- All Vendors shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)."

Must a financial statement be included with the response?

Answer This states "*supply a financial statement upon request* "

It is not a MUST it is a Should, you should submit a document that satisfies this as the best of your ability.

Question 8: *Page 46, Tab G, Client References* seems to request duplicate of the information required on *Page 52, Tab H, Required Forms* in Form 9.8 Professional References for Previous Experience...

Is the requested information different for these two Tabs?

Answer Yes, Client References Ex: City of Ormond Beach, (see samples on page 46) is referring to business associates and Professional References (Subcontractors, Prime contractor who you worked for, Banks, Project Managers, is referring to verifying you are qualified to perform the referenced work.

Question 9: Regarding Form 9.8 Professional References for Previous Experience, the line for "Description of Goods or Services Provided" may not provide enough space depending on the project. Can we recreate Form 9.8 Professional References for Previous Experience for space – keeping it to the exact info and format as on the form provided?

Answer Yes, you can recreate the form and please use your own formatted document for this information if needed.

Question 10: *Page 45, Tab B, Qualifications and Abilities of Professional Personnel*

For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:

- The professional qualifications and experience for each person;
- A summary of experience on projects similar to that described by this RFSQ; and
- Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

Does this mean we can include up to 10 pages of info for EACH PERSON named?

Answer No, 1 page for each is preferred with a total of 10 pages, if you feel more is needed, you can provide but that will not improve your rating. WE ONLY PREFER MAXIMUM OF 10

Question 11: Some sections state proof of insurance is required upon request, but *Page 45, Tab E, Licenses/Insurance* instructs us to “attach evidence of required insurance coverage or proof of insurability in the amounts indicated.”

Must proof of insurance be included with the response?

Answer It is not a MUST it is a Should, you should submit an insurance document showing you are insurable that satisfies this as the best of your ability. A previous COI would be acceptable

Question 12: On page 45 of the RFSQ, Tab B - Qualifications and Ability of Professional Personnel:

• *Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:*

o Names;

o Titles;

o Organization structure for the proposed project team;

o Firm names (if sub-consultants are involved); and

o Clearly identify the proposed role in the project team for each person.

• ***For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:***

o The professional qualifications and experience for each person;

o A summary of experience on projects similar to that described by this RFSQ; and

o Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

Per the highlighted text above, are we to understand that we are only allowed to provide ten 1-page resumes of key personnel (including subconsultants) total?

Answer No, 1 page for each is preferred with a total of 10 pages, if you feel more is needed, you can provide but that will not improve your rating. WE ONLY PREFER MAXIMUM OF 10

Question 13: and I understand that financial statements should be included for the prime consultant; however, I was not clear if subconsultants also needed to include their statements as the evaluation criteria refers to 'the firm.'

D. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (Max 10 points)

(1) Financial Sustainability of Firm (5 points)

'All respondents' must refer to the entire team and not only the prime firms that will submit.

Answer We only require the Prime who is submitting the proposal, the Sub is the responsibility of the prime

David Van Valkenburgh CFCM, C.P.M.

Purchasing Agent

dvanvalkenburgh@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ 20-02 remains unchanged.

END OF ADDENDUM NO. #1



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/2/2021

Consent item: Yes

SUBJECT: (B7b) Reassignment of the Standard Contract for Services CA7328 for the repair / upgrade to the Sky Lake Lift Station #74 from Sanders Company to Barney's Pump, Inc.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the reassignment of the Standard Contract for Services with Sanders Company issued on October 23, 2020 for the repairs/updates to the Sky Lake Lift Station #74, in the amount of \$6,088.75 to be assigned to Barney's Pump, Inc.

SUMMARY: On October 23, 2020, the City entered into a Standard Contract for Services (CA7328) with Sanders Company for the repair/upgrade to the Sky Lake Lift Station #74 for an amount no to exceed \$6,088.75.

On November 4, 2020, the Public Works & Utilities Department was notified that the assets of Sanders Company was purchased by Barney's Pump, Inc. Due to this buyout, the purchase order issued to Sanders Company for the repair/upgrade to the Sky Lake Lift Station #74 had to be canceled. In order for the purchase order to be reissued to Barney's Pump, Inc., a contract reassignment is required.

The Public Works and Utilities Department is requesting that the Standard Contract for Services (CA7328) to Sanders Company be reassigned to Barney's Pump's, Inc. There are not additional changes that will be required at this time. Once this reassignment is approved, a new purchase order can be requested, and the repairs/upgrade can be completed.

Project Funding Account No.: Fund: 403 - Water and Sewer R&R, Cost Center:
No.: MM Water and Sewer, Program: Wastewater Treatment, Spend Category:
E003 Equipment - Capital, Additional Work Tag: MME003

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Contract Assignment	Contract Assignment.pdf
2.	Justification Memo - Barneys Contract Reassignment	Justification Memo - Barneys Contract Reassignment.docx

3.	Port Orange PO Letter	Port Orange PO Letter.pdf
4.	BPI Sanders Acquisition - City of Port Orange	BPI Sanders Acquisition - City of Port Orange.pdf
5.	BPI Sanders Purchase Info	BPI Sanders Purchase Info.pdf
6.	Sci-Text sole source letter	Sci-Text sole source letter.pdf
7.	Sanders Company Contract CA7328	Sanders Company Contract CA7328.pdf
8.	PO-000855 - Canceled	PO-000855 - Canceled.pdf
9.	Funding	Funding.pdf

Julia Wiggins	Created/Initiated - 1/12/2021
Kynah Cockcroft	Approved - 1/13/2021
Steve Parnell	Approved - 1/13/2021
Lynn Stevens	Approved - 1/15/2021
Lupe Reyna-Coffin	Approved - 1/19/2021
Matthew Jones	Approved - 1/22/2021
Jamie Miller	Approved - 1/22/2021
Robin Fenwick	Final Approval - 1/22/2021



CONTRACT ASSIGNMENT

This Contract Assignment ("Assignment") is entered into this _____ day of _____, **2021**, by and between **SANDERS COMPANY, INC.**, n/k/a **DFS TEAM, INC.**, a Florida corporation whose principal address is 2816 South East Monroe Street, Stuart, Florida 34997 ("Assignor" or "Sanders"), **BARNEY'S PUMPS, INC.**, a Florida corporation whose principal address is 2965 Barney's Pumps Place, Lakeland, Florida 33812 ("Assignee" or "Barney's"), and **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City").

WHEREAS, the Assignor and the City entered into a Standard Contract for Services on October 23, 2020 ("Contract") for repairs/upgrades to the Sky Lake Lift Station #74, and as more specifically described in Exhibit "1" of the Contract; and

WHEREAS, On the 30th day of October 2020, by way of Bill of Sale and Assignment of Intangible Assets, Assignor sold to Assignee assets including the interest in the contract referenced herein; and

WHEREAS, on the 9th day of November 2020, Assignor completed a name change with the State of Florida Division of Corporations from Sanders Company, Inc. to DFS Team, Inc.; and

WHEREAS, the Assignor desires to assign its rights and contractual obligations pursuant to the Contract, to the Assignee; and

WHEREAS, the Assignee desires to assume the rights and contractual obligations pursuant to the Contract; and

WHEREAS, and the City approves of the Assignment; and

NOW, THEREFORE, all rights, title and interest in the Contract between the Assignor and the City is hereby assigned and transferred to Assignee. The Assignee accepts said assignment and agrees to perform the remaining contractual obligations of Assignor under the Contract. All other terms and conditions shall remain in full force and effect.

This Assignment supersedes all previous negotiations, commitments, or any other Contract with respect to the matter hereof.

Each person signing this Assignment warrants that he or she is duly authorized to do so and to bind the respective party to the Assignment.

City of Port Orange

DFS Team, Inc.
f/k/a **Sanders Company, Inc.**

Barney's Pump's Inc.

By: _____

By: _____

By: _____

Name: Donald O. Burnette, Mayor

Name: David F. Sanders, President

Name: Johnnie M. Curls, CEO

Date: _____

Date: _____

Date: _____



City of Port Orange Public Works & Utilities Department

TO: Council Members
Jamie Miller, Interim City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: January 12, 2021

SUBJECT: Sanders Company & Barney's Pump, Inc. – Contract CA7328
Reassignment (Sky Lake Lift Station #74)

REQUEST:

The Public Works & Utilities Department is requesting Council to approve a contract reassignment for the Standard Contract for Services to Sanders Company issued on October 23, 2020 for the repairs/updates to the Sky Lake Lift Station #74, in the amount of \$6,088.75 to be reassigned to Barney's Pump, Inc.

PURPOSE:

The purpose of this request is to repair the electrical system to Lift Station #74 – Sky Lake due to lightening damage. The upgrading is necessary to comply with the City's Standard Construction Details for Lift Station Electrical Equipment Rack.

CONSIDERATION:

On October 23, 2020, the City entered into a Standard Contract for Services (CA7328) with Sanders Company for the repair/upgrade to the Sky Lake Lift Station #74 for an amount not to exceed \$6,088.75.

On November 4, 2020, the Public Works & Utilities Department was notified that Sanders Company was purchased by Barney's Pump, Inc. Due to this buyout, the purchase order issued to Sanders Company for the repair/upgrade to the Sky Lake Lift Station #74 had to be canceled. In order for the purchase order to be reissued to Barney's Pump, Inc., a contract reassignment is required.

The Public Works and Utilities Department is requesting that the Standard Contract for Services (CA7328) to Sanders Company be reassigned to Barney's Pump's, Inc. There

are not additional changes that will be required at this time. Once this reassignment is approved, a new purchase order can be requested, and the repairs/upgrade can be completed.

FUNDING:

Fund: 403

Fund Name: Water and Sewer R&R

Cost Center: Water and Sewer

Program: Wastewater Treatment

Spend Category: Equipment - Capital

Additional Work Tag: MME003

FY2020 Carry Over for Spend Category: \$125,395

FY2021 Budget for Spend Category: -\$426

Total Budget for Spend Category: \$124,969

Amount: \$6,088.75

RECOMMENDATION:

The Public Utilities and Works Department recommends Council to approve a contract reassignment for the Standard Contract for Services to Sanders Company issued on October 23, 2020 for the repairs/updates to the Sky Lake Lift Station #74, in the amount of \$6,088.75 to be assigned to Barney's Pump, Inc.

ANTICIPATED SCHEDULE:

- a.) Council Agenda – February 2, 2021
- b.) Executed Contract Documents – February 15, 2021
- c.) Purchase Order Issuance – February 22, 2021
- d.) Final completion estimated – April 30, 2021

ATTACHMENTS:

- a.) Notification Letter from Barney's Pump, Inc.
- b.) Bill of Sale
- c.) Assignment of Intangible Assets
- d.) Acquired Assets
- e.) Barney's Letter for Purchase Order Assignment
- f.) Barney's Pump, Inc. Introduction letter
- g.) Sanders Company Standard Contract for Services CA7328
- h.) Sanders Company PO-000855 canceled
- i.) Funding Documents

CC: Chris Wall, Water Reclamation Facility Manager



BARNEY'S PUMPS INC.

LAKELAND • CORAL SPRINGS • JACKSONVILLE

CORPORATE OFFICES
2965 BARNEY'S PUMPS PLACE
LAKELAND, FL 33812-4209
P.O. BOX 3529
LAKELAND, FL 33802-3529
PHONE (863) 665-8500
FAX (863) 666-3858

January 6, 2020

City of Port Orange

Julia Wiggins
Chris Wall

Barneys Pumps will require purchase orders to be reissued for the following PO Numbers:
PO-000855 Sky Lake was to be reissued to Barneys Pumps
PO-000258 VT Scada WRF was to be reissued to Barneys Pumps
Barneys Pumps will complete these orders and be fully responsible for completion.

This purchase order will remain with Sanders Company and Sanders/Barneys will complete.
PO-000593 Clear well modifications

Ron Robinette

Scitext / Intergration Sales
O: [863-665-8500](tel:863-665-8500) C: 321-229-7643
Ron.robinette@unitroncontrols.com
2965 Barney's Pumps Place
Lakeland, FL 33812
www.barneypumps.com





CORPORATE OFFICES
2965 BARNEY'S PUMPS PLACE
LAKELAND, FL 33812-4209
P.O. BOX 3529
LAKELAND, FL 33802-3529
PHONE (863) 665-8500
FAX (863) 666-3858

Public Works
City of Port Orange
817 Oak Street
Port Orange, FL 32127

November 4, 2020

To Whom it May Concern,

We are very pleased to announce our acquisition of Sanders Company, Inc. effective October 30, 2020. It is with great pleasure we welcome you to the Barney's Pumps family. We are a family owned company and have been based in Lakeland, Florida since the 1950's and maintain locations across the state of Florida.

With over 65 years of innovation and experience we are dedicated to offering premier technical solutions ranging from simple pump packages to highly-customized systems. As a valued customer you will benefit from Barney's Pumps' expanded product offerings, exceptional customer service and experience. We are backed by a devoted team of 90+ industry experts and professional engineers, we proudly operate our entire production in-house, which allows us to ensure quality control between the pumps, controls and skid packages and excellent customer service for every customer.

As we complete the integration of our businesses, be assured that we are committed to delivering the high-level service to which you are accustomed. Our goal is to make this a seamless transition for our customers. The following information may provide helpful in the coming weeks.

Customer Contacts

- Current Sanders Company phone, fax and email addresses remain in effect

Customer Payments

- Payments should be sent to the "remit to" name and address listed on the invoice you receive.

Placing Orders

- Please generate any new purchase orders to Barney's Pumps (EIN 59-0720312), please contact us for any additional vendor information you may need from us.

We are in the process of setting up new accounts with Barney's Pumps and our credit department will be in contact with you in the coming days. If you have an existing Barney's Pumps account we will transition in process Sanders business to your existing account. If you should need to contact our credit department please email credit@barneypumps.com or call our office at 863-665-8500.

We look forward to being your partner for success!

Kate Marshall
Chief Financial Officer

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, **Sanders Company, Inc., a Florida corporation** ("Seller"), does hereby sell, transfer and convey to **Barney's Pumps, Inc., a Florida corporation** ("Buyer"), all of Seller's right, title and interest in and to the personal property (the "Personal Property") and inventory (the "Inventory") identified on **Schedule 1.1(a)** attached to that certain Asset Purchase Agreement by and between Seller and Buyer dated October 28, 2020, which Schedule is incorporated herein by reference, to have and to hold the same forever.

Seller covenants to and with Buyer that Seller is the lawful owner of the Personal Property and Inventory; that the Personal Property and Inventory are free from all liens, claims or encumbrances; that Seller has good, right and lawful authority to sell the Personal Property and Inventory as aforesaid; and that Seller will warrant and defend the sale of the Personal Property and Inventory hereby made unto Buyer against any lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller sets its hand and seal effective October 30, 2020.

"Seller"

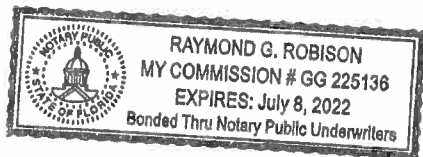
Sanders Company, Inc.,
a Florida corporation

By David F. Sanders
David F. Sanders, as its President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30th day of October, 2020, by David F. Sanders, as President of Sanders Company, Inc., a Florida corporation, on behalf of the corporation, who ☒ is personally known to me or who ☐ has produced _____ as identification.

Notary Public
My commission expires:



ASSIGNMENT OF INTANGIBLE ASSETS

THIS ASSIGNMENT OF INTANGIBLE ASSETS (the "Assignment") is made effective October 30, 2020 (the "Effective Date"), by and between **Sanders Company, Inc., a Florida corporation** (the "Assignor"), and **Barney's Pumps, Inc., a Florida corporation** (the "Assignee").

FOR VALUE RECEIVED, Assignor assigns and transfers to Assignee all of Assignor's intangible property as set forth on Schedule 1.1 attached to that certain Asset Purchase Agreement by and between Assignor and Assignee dated October 28, 2020, (the "Intangible Assets") which Schedule is incorporated herein by reference and made a part hereof, together with all of its right, title and interest in and to the Intangible Assets, to have and to hold from the Effective Date, including any and all intellectual property (e.g., copyrights whether registered or unregistered, patents, trademarks) and other rights, interests, and assets comprising, comprised by, or relating to the software listed on said Schedule 1.1 including: the software's source code and object code and all databases, files, application programming interfaces, and other components of and works embodied in the software (including any audio or visual content or screen displays in the user interface), and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of each of the foregoing items and all other documentation (whether in human or machine readable form) describing or relating to the software, including each of the following: operating, installation, administrator, and user manuals and training materials; technical, functional, service level, and other requirements and specifications; file and record layouts and fields; schematics; flow charts; algorithms; architectural diagrams; data models; build instructions; compilation instructions; testing and configuration documentation; developer annotations, programming notes, and technical data; programming, hardware, system, and network design and configuration documentation; and any other documents describing or relating to the creation, design, development, installation, implementation, execution, structure, function, performance, correction, modification, improvement, or use of the software or the software's operating environment, and all updates, upgrades, corrections, modifications, translations, releases, versions, and derivative works and improvements of each of the foregoing items, and any and all of the following to the extent related to the software listed on said Schedule 1.1: information, inventions, discoveries, improvements, know-how, formulas, programs, tools, codes, algorithms, statements, notations, comments, descriptions, identifiers, instructions, ideas, concepts, flow charts, drawings, designs, patterns, plans, compilations, data, databases, data collections, devices, procedures, methods, techniques, processes, and other content and materials.

Assignor covenants to and with Assignee that Assignor is the lawful owner of, or has an assignable right to use, the Intangible Assets; that the Intangible Assets are free from all liens, claims or encumbrances, except in the case where Seller only has an assignable interest, in which case the licensor's rights are a permitted encumbrance; that Assignor has good, right and lawful authority to sell or assign the Intangible Assets as aforesaid; and that Assignor will warrant and defend the sale or assignment of the Intangible Assets hereby made unto Assignee against any lawful claims and demands of all persons whomsoever.

[SIGNATURE PAGE FOLLOWS]

[ASSIGNOR'S SIGNATURE PAGE TO ASSIGNMENT OF INTANGIBLE ASSETS]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

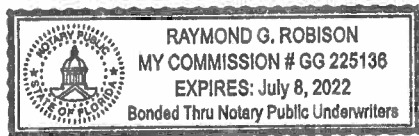
"Assignor"

Sanders Company, Inc.,
a Florida corporation

By David F. Sanders
David F. Sanders, as its President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30th day of October, 2020, by David F. Sanders, as President of Sanders Company, Inc., a Florida corporation, on behalf of the corporation, who ☒ is personally known to me or who ☐ has produced _____ as identification.



[Signature]
Notary Public
My commission expires:

SCHEDULE 1.1
ACQUIRED ASSETS

1. The following intangible assets of the Business (collectively, the “Intangible Assets”):
 - (a) the goodwill of Seller as it relates to the Business;
 - (b) the going concern value of the Business;
 - (c) to the extent assignable or transferable, any and all Intellectual Property Assets , whether registered or unregistered, including but not limited to the Trademark Sci-Text (Registration Number: 3821589), all software including without limitation source code, object code, libraries, documentation, application programming interfaces, or other works relating to Sci-Text, Sci-Text Plus, the family of Sci-Text products, or any related programmable logic controller or similar devices;
 - (d) Seller’s telephone and telefax numbers for the Business;
 - (e) to the extent assignable or transferable, all e-mail addresses, websites, Facebook pages, Twitter accounts, and other internet-based domains and accounts used by Seller in connection with the Business;
 - (f) Seller’s customer and supplier lists;
 - (g) Seller’s registration lists for the Business;
 - (h) to the extent assignable or transferable, Seller’s licenses and permits relating to the conduct of the Business;
 - (i) to the extent assignable or transferable, all warranties, indemnities, and all similar rights against third parties to the extent relating to the Inventory and the other Acquired Assets;
 - (j) to the extent assignable or transferable, Seller’s contract rights for the Business;
 - (k) to the extent assignable or transferable, all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities and
 - (l) Seller’s Backlog and all Purchase Orders itemized on the Backlog List.
2. Deposits and all other prepayments delivered to Buyer in connection with the Backlog.
3. All of the inventory owned by Seller (the “Inventory”) listed on the attached inventory list (see attached **Schedule 1.1(a)**).
4. All of Seller’s signs, furniture, telephone and paging systems, fax machines, office equipment, fixtures, vehicles, tools, supplies, tangible personal property, forklifts and all other equipment which relate to, or are used or held for use in connection with, the Business.

5. To the extent assignable and transferrable, all software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology (IT) networks and systems (including telecommunications networks and systems for voice, data, and video) owned, leased, licensed, or used (including through cloud-based or other third-party service providers) in the conduct of the Business.
6. Originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property Assets and the other Acquired Assets.
7. All of Seller's brochures, computer forms, supplies, office supplies, and other miscellaneous items pertaining to the operation of the Business that are on hand as of the Closing Date.
8. All data, files, logs, serial number records, installation lists, operating guides and manuals, and all other books and records relating to the Acquired Assets or the Business.



CORPORATE OFFICES
2965 BARNEY'S PUMPS PLACE
LAKELAND, FL 33812-4209
P.O. BOX 3529
LAKELAND, FL 33802-3529
PHONE (863) 665-8500
FAX (863) 666-3858

1 November 2020

To Whom It May Concern:

Barney's Pumps designs, engineers, manufactures, and sells many products directed mainly toward the pumping industry. Our product offering focuses on parts, accessories, electrical controls, and automation products and services.

Barney's Pumps manufactures and programs industrial control panels and the systems that use them. Unitron Controls® is the registered trademark name under which these panels are labeled. Unitron Controls® can provide industrial control panels that are certified UL 508A, and also UL 698A for panels relating to hazardous/classified locations. Additionally, Barney's Pumps Hydroflo Packaged Pumping Systems may be UL QCZJ listed, if UL-listed control panels are used in their construction. Barney's Pumps / Unitron Controls® panels are sold exclusively by Barney's Pumps.

In addition, Barney's Pumps owns and is the only source for the Sci-Text® family of products which focus on SCADA automation. Sci-Text® especially well-suited for the water and wastewater industries.

Thank you for your consideration of Barney's Pumps and for allowing us to provide this information. Please contact me if you have any questions, or if you need any additional information.

Sincerely,

John Curls Jr.

John Curls Jr., P.E.
Chief Executive Officer
curlsj@barneypumps.com



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 23 day of October, 2020, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SANDERS COMPANY, INC.**, a Florida corporation whose principal address is 2816 South East Monroe Street, Stuart, Florida 34997 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide repairs/upgrades to the Sky Lake Lift Station #74, and as more specifically described in City's Standard Construction Detail, and the Contractor's proposal dated August 12, 2020, both attached hereto as Exhibit "1," all of which may be referred to as the "Contract," and all of which are made a part hereof by reference shall constitute the formal written contract between the City and Contractor.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall be substantially completed within 30 days issuance of a written Notice to Proceed, with final completion 60 days thereafter ("Term").

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Six Thousand Eighty-Eight and 75/100 Dollars (\$6,088.75). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table border="0"> <tr> <td><u>Contract Amount</u></td> <td><u>Limits</u></td> </tr> <tr> <td>Up to \$10 million</td> <td>Statutory/\$500,000</td> </tr> <tr> <td>\$10 - \$20 million</td> <td>Statutory/\$1,000,000</td> </tr> <tr> <td colspan="2">Contracts over \$20 million To Be Determined by the City.</td> </tr> </table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.								
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									
Additional Insurance Requirements											
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.								

☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

19. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty

to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. **Non-discrimination.** During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

21. **Disputes.** The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

22. **Force Majeure.** Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

23. **Controlling Law.** **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

24. **Additional Provisions.** This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

25. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

26. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Sanders Company, Inc.
Attention: David F. Sanders, President
2816 South East Monroe Street
Stuart, Florida 34997
(772) 220-2900 – Telephone
(772) 220-3088 – Facsimile
Burke@SandersCompany.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

27. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

28. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

SANDERS COMPANY, INC.

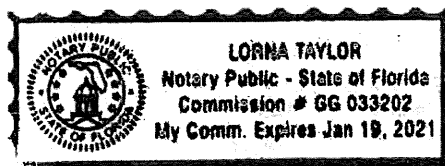
By: David F. Sanders
David F. Sanders, President

Printed Name: Brian Scott Bonds

Date: 10/21/20

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2020, by David F. Sanders, as President of Sanders Company, Inc., a Florida corporation. He is ☒ personally known or ☐ produced () as identification.

Jerra Taylor
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Shelby Field
Printed Name: Shelby Field

By: Jamie L. Miller
Jamie Miller, Acting City Manager

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 10.23.2020

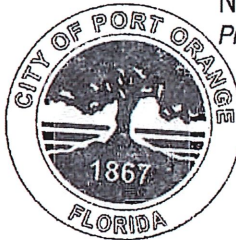
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 23rd day of October, 2020, by Jamie Miller, as Acting City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is X personally known or ___ produced as identification.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:



ATTEST: RUTH E. THAYNE

Shelby Field
Printed Name: Shelby Field

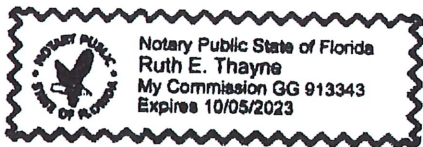
By: Robin L. Fenwick
Robin L. Fenwick, MMC, City Clerk

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 10/23/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 23rd day of October, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is X personally known or ___ produced as identification.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

EXHIBIT “1”

Contractor’s Proposal & City Standard Construction Detail

Consisting of 2 Pages



SANDERS
COMPANY, INC.
2816 SOUTHEAST MONROE STREET
STUART, FLORIDA 34997
772-220-2900 800-247-0880
Fax: 772-220-3088

Proposal

Date: 8/12/2020
Proposal #: 05564
Project: SCITEXT PUMP CONTROL UNI...

Customer:

CITY OF PORT ORANGE
ACCTS PAYABLE
PO BOX 291759
PORT ORANGE, FL 32129-1759

Terms	P.O. NO.
Net 30	000276

Qty.	Description	Unit Price	Total
1	SCI-TEXT PUMP CONTROL UNITS LIFT STATION 74 SKYLAKE (WITH FORCE MAIN TRANSDUCER, INSTALLATION INCLUDED) SCI-TEXT 1062 PUMP CONTROLLER KITS *DIN RAIL MOUNTED POWER SUPPLY WITH REDUNDANT FLOAT TIMERS AND TERMINATION POINTS FOR FULL CONTROL *LEVEL TRANSMITTER *FORCE MAIN TRANSMITTER	5,238.75	5,238.75
1	FIELD SERVICE/INSTALLATION	850.00	850.00

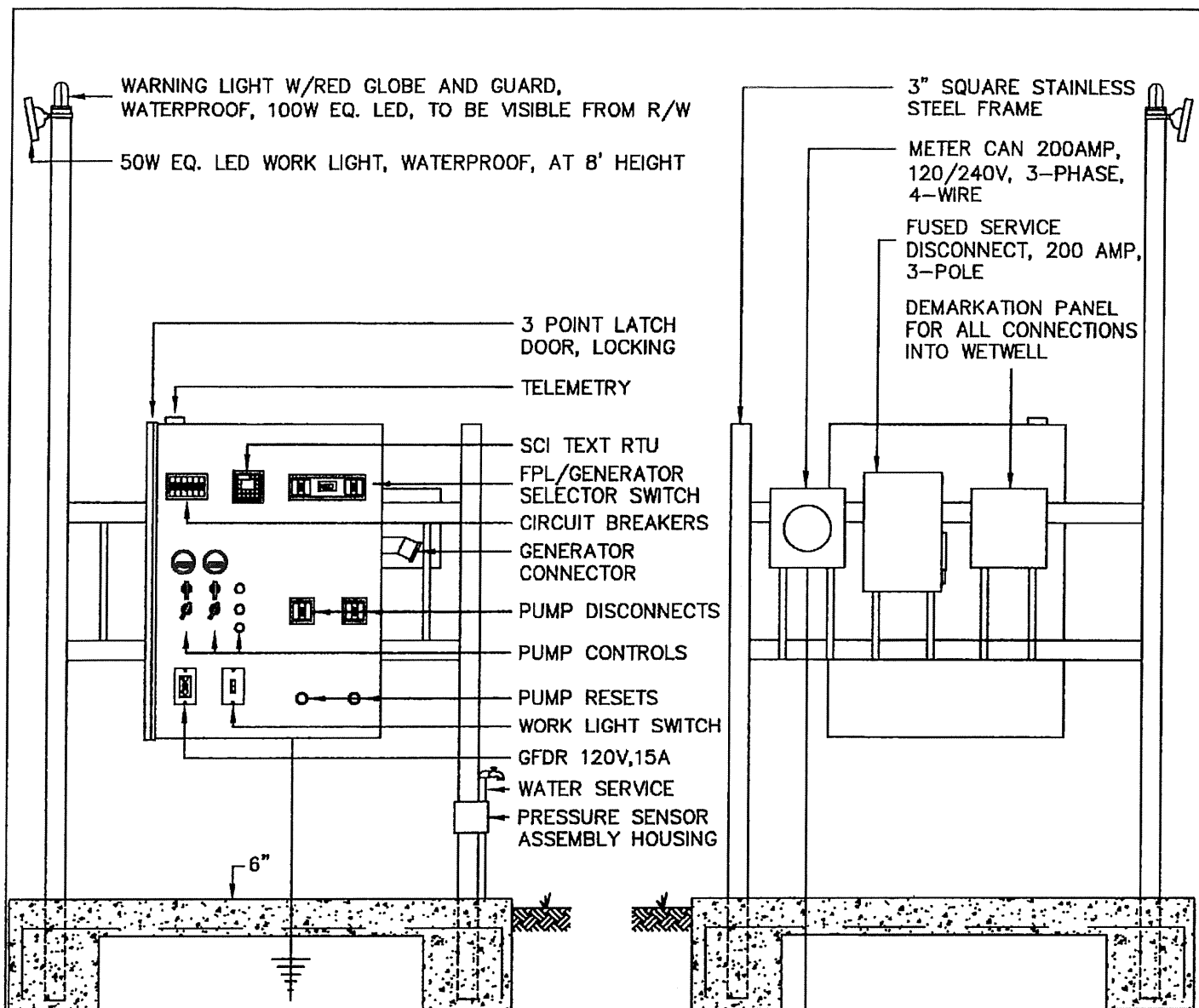
Prepared By: **Angie Burke**

Email: **Burke@SandersCompany.com**

Sales Tax (6.0%) \$0.00

Items are non-returnable and non-refundable without prior approval and are subject to a re-stocking fee. Parts quoted are same as originally manufactured and supplied within the serial number given to Sanders Company.

Total \$6,088.75



3-#6 BARE COPPER GROUND RODS, #4X10' AT 10' ON CENTER, BONDED TO SLAB REBAR; TOTAL GROUND RESISTANCE OF 25 OHMS OR LESS

NOTE:

1. ALL FRAME MATERIAL (BEAMS, STRAPS, NUTS, AND BOLTS) TO BE STAINLESS STEEL. FPL METER CAN MAY BE ALUMINUM, ALL PANELS/BOXES TO BE 316 SS, NEMA 4X RATED, GASKETED DOOR. PROVIDE NEOPRENE PAD AND/OR FIBER WASHERS BETWEEN DISSIMILAR METALS.
2. ALL I/O ENTERING THE WELL NEED TO BE INTRINSICALLY SAFE.
3. MINIMUM PANEL CONTROLS AND LAYOUT SHOWN. ENGINEER/CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR REVIEW BY CITY OF PORT ORANGE BEFORE ORDERING. PANEL SIZE 36"(W) X 48" (H) X 12" (D).



STANDARD CONSTRUCTION DETAIL
LIFT STATION
ELECTRICAL EQUIPMENT RACK

REV. 12/18

FILE NAME:

S20.DWG

DETAIL REF:

S-20

Status	Canceled
Company	City of Port Orange
Document Date	10/30/2020
Purchase Order Type	Contract
Supplier	Sanders Company, Inc.
Buyer	Joseph Castro
Payment Terms	Net 30
Shipping Terms	FOB Destination
Currency	USD
Supplier Contract	
Total Amount	6,088.75

Purchase Order Lines

Line	Description	Spend Category	Extended Amount
1	Professional Services relating to the repairs and upgrades to the Sky Lake Lift Station #74, and as more specifically described in City's Standard Construction Detail S-20 and Proposal #05564.	Lift Stations	6,088.75

CPO Budget vs Actuals for Cost Center

Repeat By Fund
Company City of Port Orange
Cost Center(s) Cost Center: Water and Sewer

Period FY2020 - Sep
Plan Structure Annual Budget Detail
Fund 403 Water & Sewer R&R Fund

Plan Name Modified Accrual
Book Program: Wastewater
Worktags Treatment

Has No Program Project: MME003 U
Exclude Projects? Telemetry I & C
No
No

Ledger Account	Original Budget	Amended Budget	403 Water & Sewer R&R Fund				Actuals & Encumbrances	Budget Remaining	Budget Used (%)
			Actuals (MTD)	Actuals (YTD)	Commitments	Obligations			
Revenues	0	0	0	0	0	0	0	0	0.00%
Total revenues	0	0	0	0	0	0	0	0	0.00%
Operating Expenditures	0	0	0	0	0	0	0	0	0.00%
Personnel	0	0	0	0	0	0	0	0	0.00%
Capital Outlay	0	249,694	20,018	64,236	0	41,486	105,722	143,972	42.34%
Capital Outlay	0	249,694	20,018	64,236	0	41,486	105,722	143,972	42.34%
Infrastructure	0	100,000	20,018	64,236	0	17,187	81,423	18,577	81.42%
Sewage - Capital	0	100,000	20,018	64,236	0	17,187	81,423	18,577	81.42%
Machinery and Equipment	0	149,694	0	0	0	24,299	24,299	125,395	16.23%
Equipment - Capital	0	149,694	0	0	0	24,299	24,299	125,395	16.23%
Total expenditures	0	249,694	20,018	64,236	0	41,486	105,722	143,972	42.34%
Other Financing Sources	0	0	0	0	0	0	0	0	0.00%
Other Financing Uses	0	0	0	0	0	0	0	0	0.00%
Total Other Sources & Uses	0	0	0	0	0	0	0	0	0.00%
Net change	0	(249,694)	(20,018)	(64,236)	0	(41,486)	(105,722)	(143,972)	(42.34%)

125,395
42,347
125,395

124,909

CPO Budget vs Actuals for Cost Center

Repeat By	Fund
Company	City of Port Orange
Cost Center(s)	Cost Center: Water and Sewer
Period	FY2021 - Jan
Plan Structure	Annual Budget Detail
Fund	403 Water & Sewer R&R Fund
Plan Name	Modified Accrual
Book	Program: Wastewater
Worktags	Treatment, Project: MME003 U Telemetry I/C
Has No Program	No
Exclude Projects?	No

FY2021 403 Water & Sewer R&R Fund - MME003

Ledger Account	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
Operating Expenditures	0	0	0	0	0	0	0	0	0.00%
Personnel	0	0	0	0	0	0	0	0	0.00%
Capital Outlay	0	100,000	0	0	6,089	64,171	70,260	29,740	70.26%
Capital Outlay	0	100,000	0	0	6,089	64,171	70,260	29,740	70.26%
Infrastructure	0	0	0	0	0	(17,187)	(17,187)	17,187	0.00%
Sewage - Capital	0	0	0	0	0	(17,187)	(17,187)	17,187	0.00%
Intangible Assets - Depreciable	0	25,000	0	0	0	0	0	25,000	0.00%
Capitalized Software	0	25,000	0	0	0	0	0	25,000	0.00%
Machinery and Equipment	0	75,000	0	0	6,089	81,358	87,447	(12,447)	116.60%
Equipment - Capital	0	75,000	0	0	0	75,426	75,426	(426)	100.57%
Lift Stations	0	0	0	0	6,089	5,932	12,021	(12,021)	0.00%
Total expenditures	0	100,000	0	0	6,089	64,171	70,260	29,740	70.26%
Other Financing Sources	0	0	0	0	0	0	0	0	0.00%
Other Financing Uses	0	0	0	0	0	0	0	0	0.00%
Total Other Sources & Uses	0	0	0	0	0	0	0	0	0.00%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/2/2021

Consent item: Yes

SUBJECT: (B8) Resolution No. 21-2 - Move Project Funds for Painting Water CP Exterior Plant Rehab from Fund 403 to Fund 401

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 21-2.

SUMMARY: Resolution to Move Project Funds for Paint Water CP Exterior Plant Rehab from Fund 403 to Fund 401.

This transfers funds in the amount of \$125,000 from Fund 403 - Capital Outlay to Fund 401 - Maintenance and Repair for painting and exterior repairs to existing Water Treatment Plant. Funds were approved as part of the CIP budget.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 21-2 with exhibit	Bud Reso 21-2 - Transfer Funds from 403 to Fund 401 for Painting and Ext Repairs - CC Mtg 2-02-2021.pdf
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Scott Neils
Scott Neils
Lupe Reyna-Coffin
Julia Wiggins
Matthew Jones
Jamie Miller
Robin Fenwick

Created/Initiated - 12/10/2020
Approved - 1/4/2021
Approved - 1/21/2021
Approved - 1/21/2021
Approved - 1/22/2021
Approved - 1/25/2021
Final Approval - 1/25/2021

RESOLUTION NO. 21-2

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING FUNDS FOR THE FISCAL YEAR 2021
BUDGET; TO TRANSFER CAPITAL FUNDS IN THE
AMOUNT \$125,000 IN THE WATER AND SEWER R&R
FUND (403) AND APPROPRIATE TO THE WATER
AND SEWER SYSTEM FUND (401) MAINTENANCE
AND REPAIRS FOR PAINTING AND EXTERIOR
REPAIRS AND; SETTING FORTH REVENUES AND
EXPENDITURES; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, The City Council desires to designate and appropriate funds in
the amount of \$125,000 from the Water & Sewer R & R Fund (403) Capital Outlay and
transfer to Water and Sewer System Fund (401) Maintenance and Repairs to provide
funding for painting and exterior repairs to existing Water Treatment Plant ;
and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City operating items are hereby appropriated as
set forth in Composite Exhibit A, attached hereto, which reflects revenues and
corresponding expenditures for the designated expenditures.

Section 2. The Budget item adopted in the preceding section shall govern the
expenditures relating to such operations for the City during the current fiscal year effective
October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations,
emergency appropriations, and interdepartmental transfers of appropriations may be
effected by the City Council and the City Manager as deemed necessary in strict

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

FY2021 Water and Sewer R & R Fund (403)
 Prepared: January 21, 2021
 Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
NA	-
Total Revenues:	<u><u>\$ -</u></u>
<u>Expenditures:</u>	
Capital Outlay - Building and Building Improvements	(125,000)
Other Financing Uses - Interfund Transfer Expense	125,000
Total Expenditures:	<u><u>\$ -</u></u>

To budget for transfer of funds from Fund 403 Capital Outlay to Water and Sewer System Fund (401) Maintenance and Repairs
 Building Maintenance for WTP - Exterior Plant and Pump painting.
 Budget was approved as part of the CIP -

FY2021 Water and Sewer System (401)
 Prepared: January 21, 2021
 Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Other Financing Sources - Interfund Transfer Revenue	125,000
Total Revenues:	<u>\$ 125,000</u>
<u>Expenditures:</u>	
Maintenance and Repairs	125,000
Total Expenditures:	<u>\$ 125,000</u>

To budget for transfer of funds from Fund 403 Capital Outlay to Water and Sewer System Fund (401) Maintenance and Repairs
 Building Maintenance for WTP - Exterior Plant and Pump painting.
 Budget was approved as part of the CIP -



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/2/2021

Consent item: Yes

SUBJECT: (B9) Resolution No. 21-8 - Providing for a Canvassing Board

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 21-8.

SUMMARY: The City is required to appoint a canvassing board for the Special Primary Election to be held on April 13, 2021, as well as the Special Election on June 22, 2021, if it is needed. The attached resolution does that and provides the duties and responsibilities of the canvassing board.

Project No.: Funding Account No.:

Presenter: Robin Fenwick

ATTACHMENTS:

1.	Resolution No 21-8 - Canvassing Board and Election Procedures	Resolution No 21-8 - Canvassing Board and Election Procedures.pdf
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Robin Fenwick
Matthew Jones
Jamie Miller
Robin Fenwick

Created/Initiated - 1/6/2021
Approved - 1/21/2021
Approved - 1/21/2021
Final Approval - 1/21/2021

RESOLUTION NO. 21-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPOINTING A CANVASSING BOARD; ESTABLISHING CANVASSING, RECOUNT, PROTEST, AND CONTEST PROCEDURES FOR THE UPCOMING PRIMARY AND SPECIAL ELECTION CALLED BY RESOLUTION NO. 20-75 TO ELECT A COUNCILMEMBER FOR DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District 1 City Council seat is now vacant due to the resignation of Council Member Marilyn Ford effective December 18, 2020;

WHEREAS, the City Council has established the dates for the special and primary election by its adoption of Resolution 20-75; and

WHEREAS, the Primary Election shall be held Tuesday, April 13, 2021, and the Special Election shall be held on Tuesday, June 22, 2021, if necessary; and

WHEREAS, the City Council now wishes to appoint a canvassing board and canvassing, recount, protest, and contest procedures for the upcoming elections described above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, as follows:

Section 1. The City Council of the City of Port Orange hereby appoints the following individuals to serve on the canvassing board for the upcoming municipal election(s):

- Robin L. Fenwick, City Clerk,
- Shelby Field, Assistant City Clerk,
- Jamie Miller, Interim City Manager,

or their designee(s).

The city attorney, any assistant city attorney, any member of staff of the city clerk, and the staff of the supervisor of elections may assist the canvassing board in carrying out its responsibilities.

Section 2. The City Council hereby adopts the following procedures for canvassing to be followed in the upcoming municipal election(s):

CANVASSING

The city canvassing board shall meet in a building accessible to the public at the times and places to be designated by the city clerk to publicly examine the voting machines prior to the election, and canvass the absentee electors' ballots and provisional ballots on the day of the election or thereafter. Public notice of the times and places at which the city canvassing board shall meet shall be given at least 48 hours prior thereto by publication once in a newspaper of general circulation in the city. As soon as the absentee electors' ballots are canvassed, the board shall proceed to publicly canvass the vote given each candidate as shown by the returns then on file in the office of the supervisor of elections.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the ____ day of February, 2021.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/2/2021

Consent item: Yes

SUBJECT: (B10) Approval to Submit 2021-2022 VOCA Grant Application

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve submitting an application to the Florida Office of the Attorney General for 2021-2022 Victim Of Crime Act (VOCA) Grant Funds.

SUMMARY: Request for approval to submit an application to the Florida Office of the Attorney General for 2021-2022 Victim Of Crime Act (VOCA) Grant Funds. The VOCA funds are utilized by the Police Department to assist victims of crime.

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	21-22VOCANoticeofAvailability	21-22VOCANoticeofAvailability.doc
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Amanda Lasecki	Created/Initiated - 1/12/2021
Amanda Lasecki	Approved - 1/12/2021
Alison Sylvester	Approved - 1/12/2021
William Proctor	Approved - 1/19/2021
Thomas Grimaldi	Approved - 1/19/2021
Lupe Reyna-Coffin	Approved - 1/21/2021
Scott Neils	Approved - 1/21/2021
Jamie Miller	Approved - 1/22/2021
Robin Fenwick	Final Approval - 1/22/2021



**ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA**

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services and Criminal Justice
Programs

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 Fax (850) 487-3013
<http://www.myfloridalegal.com>

January 2021

**NOTICE OF AVAILABILITY
VOCA Grant Funds**

Announcement: The Office of the Attorney General (OAG) is pleased to announce the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant reimbursement program is to support the provision of services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. Eligibility to apply for VOCA funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof, that can demonstrate the following:

- 1) proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- 2) a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- 3) a certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- 4) any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

The funding cycle for the VOCA grant funds under this notice is October 1, 2021, through September 30, 2022.

Application and Deadline: Organizations may participate in the annual competitive grant process which involves submission of an application followed by an application review.

The VOCA application may be accessed using the Office of the Attorney General's online system EGrants, which can be accessed through <https://egrants.myfloridalegal.com/> on January 4, 2021. If you need assistance you may contact (850) 414-3380 or email contact.voca@myfloridalegal.com.

The deadline for applying for a VOCA grant under this notice is **no later than 5:00 p.m.** Eastern Standard Time on **Friday, February 12, 2021**. Applicant agencies are encouraged to submit the completed application as soon as possible prior to the deadline. **Mailed, faxed, or hand delivered applications or required documentation will not be accepted.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/2/2021

Consent item: No

SUBJECT: (E12) Award ceremony presented by the Police Department

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: Citizen Commendation-Jacob Francis Powers Kulakoski
12/1/20 Mr. Kulakoski witnessed a vehicle veer off the roadway into a pond. He jumped in the pond and was able to pull the driver out of the sinking vehicle and return him to the shoreline.

Award of Merit-Ofc N. Calenda

8/6/20 Ofc Calenda was conducting burglary patrol in the Dunlawton Hills area when he noticed suspicious behavior. The vehicle fled and crashed. The occupants were arrested and charged with fleeing and eluding, driving w/o a valid license, loitering and prowling, possession of marijuana, intent to sell, possession of narcotic paraphernalia and violation of probation.

Award of Achievement-Sgt W. Harrison

8/22/20 Sgt Harrison discovered a male stealing from Lowe's trailer. The male was arrested for Burglary and Possession of Burglary Tools.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

Beth Unruh
William Proctor
Thomas Grimaldi
Jamie Miller
Robin Fenwick

Created/Initiated - 1/11/2021
Approved - 1/19/2021
Approved - 1/19/2021
Approved - 1/19/2021
Final Approval - 1/19/2021



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/2/2021

Consent item: No

SUBJECT: (F13) Parks & Recreation Advisory Board Appointments (x5)

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to nominate five (5) citizens to the Parks & Recreation Advisory Board.

SUMMARY: On February 15, 2021, the terms for Mark Bowling, John Cameron, Bobby Ball, Maria Mills-Benat, and Shawn Holmes will expire. All have expressed an interest in continuing their service with the City in their capacity as Board members.

Applications for the following citizens have also been received by the City Clerk's Office:

John Beel
Karen Caldwell
Christina Tucker
Cathleen Atwood
Robert Reinhausen

All applications are attached for Council's consideration.

Project No.: Funding Account No.:

Presenter: Robin Fenwick

ATTACHMENTS:

1.	Atwood, Kat	Atwood, Kat.pdf
2.	Ball, Bobby	Ball, Bobby.pdf
3.	Beel, John	Beel, John.pdf
4.	Bowling, Mark 2021	Bowling, Mark 2021.pdf
5.	Caldwell, Karen	Caldwell, Karen.pdf
6.	Cameron, John	Cameron, John.pdf
7.	Holmes, Shawn	Holmes, Shawn.pdf
8.	Mills-Benat, Maria	Mills-Benat, Maria.pdf
9.	Reinhausen, Robert	Reinhausen, Robert.pdf
10.	Tucker, Christina	Tucker, Christina.pdf

Robin Fenwick
Jamie Miller
Robin Fenwick

Created/Initiated - 1/20/2021
Approved - 1/21/2021
Final Approval - 1/21/2021

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Sunday, December 13, 2020 8:07:08 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Civil Service Board, Code Enforcement Board*, Eastport Community Redevelopment Agency, Parks and Recreation Board, Planning Commission*, Town Center Community Redevelopment Agency
Pension Boards*	<i>Field not completed.</i>
Order of Preference	Planning Commission, Parks and Recreation, Town Center Community Redevelopment Agency, Eastport Community Redevelopment Agency, Code Enforcement, Civil Service Board

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Cathleen (Kat)
Last Name	Atwood
Date of Birth	<i>Field not completed.</i>
Telephone	7578311100
Email Address	katwoodx2@gmail.com
Business Telephone	<i>Field not completed.</i>
	<i>Field not completed.</i>

Are you a registered voter in Port Orange?

Address 872 SUGAR GROVE CT

City Council District PORT ORANGE

How long have you been a resident of Port Orange? 6 years

Are you currently serving on a City Board? No

If yes, when and which board? *Field not completed.*

References

Please list three references (business and / or personal)

Reference 1 Lisa Ball, 386-734-3965, 3577 Aquamarine Drive, DeLand, FL 32720

Reference 2 Cherise Wintz, Owner Cherise's Salon, 3612 S. Atlantic Ave, Daytona Beach Shores, FL 32118, 386-760-2035

Reference 3 William O'Connor, Vice Mayor Orange City, 386-748-1033, 2883 Stags Leap Drive, Orange City, FL 32763

Education

High School DeLand High School

Date Graduated High School 4/24/1981

College Columbia College, Daytona State College

Date Graduated College 5/12/2017

Degree Business Administration / Culinary Arts: Bread and Pastry

Additional Information

Work Experience Twenty-two (22) years of active duty in the United States Navy. Special Investigator, US Investigative Services (2004-2009)

Interests / Activities Running, Fitness, Bowling, Watersports, anything in the culinary arts

Community Involvement	Operation Changing Lives (volunteer), Relay for Life (fundraiser), Me Strong (National Anthem signer, West side of the County advertising for the event, fundraiser)
Why do you desire to serve on these boards?	I want to become more involved with the city. I attended Port Orange University and wish to do more for the betterment of the city and the citizens who live here.
Resume / Additional Information	In the Navy, I served as a Yeoman, Legalman, and Flag Writer. I also worked in recruiting administration. After 9/11, I was intimately involved with the recall of United States Navy Reservists in the Norfolk area. I retired as a Senior Chief Petty Officer. As a USIS Special Investigator, I conducted thorough background investigations on persons seeking positions of public trust or military security clearance.
<i>I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.</i>	
Type your name to sign	Cathleen Atwood
Date	12/13/2020

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Parks 9/22/15

**CITY OF PORT ORANGE
ADVISORY BOARD AND COMMISSION
VOLUNTEER APPLICATION**

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Audit & Budget Advisory Board	☐ Districting Commission
☐ Charter Review Board	☐ Environmental Advisory Board
☐ City Manager Selection Committee	☐ Library Advisory Board
☐ Civil Service Board	☒ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Construction Regulation Board*	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Robert J. (Bobby) Ball Date of Birth 7/2/75

Address 1408 Yearling Drive, Port Orange, FL

Home Telephone (386) 760-2460

E-Mail Address bball@zevcohen.com

Business Telephone (386) 677-2482

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 2

How long have you been a resident of Port Orange? 35 Years

Are you currently serving on a City Board? CAC Representative on TPO

Have you ever served on a City Board? Yes

If yes, when and which Board? CM Selection, CAC Representative

2. **REFERENCES** – Please list three references (business and/or personal)

Debbie Connors, Executive Director, Port Orange/South Daytona Chamber of Commerce – Port Orange, FL – (386) 761-1601
Name, address, and telephone number

Sue Lovallo, Parks & Recreation Director – City of Port Orange – Port Orange, FL – (386) 506-5851
Name, address, and telephone number

Dwight DuRant, P.E., President – Zev Cohen & Associates, Inc. - Ormond Beach, FL - (386) 677-2482
Name, address, and telephone number

3. **EDUCATION**

High School Spruce Creek Date Graduated 1993

College USF Date Graduated 1998 Degree BS – Civil Engineering

4. **WORK EXPERIENCE** Currently Vice President – Zev Cohen & Associates, Inc.,
Total of 17 years

5. **INTERESTS/ACTIVITIES** Anything outdoors – Biking, golfing, soccer, etc.
Additionally, I currently serve on The Pop Warner Board of Directors and am an active member of Our Lady of Hope church.

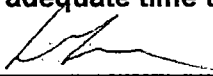
6. **COMMUNITY INVOLVEMENT** I have lived in Port Orange all of my life and am always looking to improve our community. My wife, Kim serves on The Family Days Board. Our commitment to Port Orange is a family affair.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

Kim and I have two boys (ages 12 and 14) who are heavily involved in local sports.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.



Signature

September 11, 2015
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Friday, May 15, 2020 7:49:41 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Environmental Advisory Board, Parks and Recreation Board, Planning Commission*
--	--

Pension Boards*	Field not completed.
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Order of Preference	1. Planing Commission 2. Parks and Recreation Board 3. Environmental Advisory Board
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All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	John
------------	------

Last Name	Beel
-----------	------

Date of Birth	9/25/1955
---------------	-----------

Telephone	2172593742
-----------	------------

Email Address	jbeel@gmail.com
---------------	-----------------

Business Telephone	Field not completed.
--------------------	----------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	1681 Promenade Circle, Port Orange, FL 32129
City Council District	<i>Field not completed.</i>
How long have you been a resident of Port Orange?	2 years
Are you currently serving on a City Board?	No
If yes, when and which board?	When available
References	
Please list three references (business and / or personal)	
Reference 1	<i>Field not completed.</i>
Reference 2	<i>Field not completed.</i>
Reference 3	<i>Field not completed.</i>
Education	
High School	Mattoon High School
Date Graduated High School	6/1/1973
College	Southern Illinois University
Date Graduated College	12/15/2010
Degree	Management
Additional Information	
Work Experience	See Resume
Interests / Activities	See Resume
Community Involvement	Wish to be involved in the community I plan to live in the rest of my life.
Why do you desire to serve on these boards?	Make the community a great place to live and one that everyone wants to live in.

Resume / Additional Information

John Beel
1681 Promenade Circle, Port Orange, FL 32127
(217) 259-3742, jbeel55@gmail.com

Customer Satisfaction – Sales – Fixed Operations – Operational Improvement

Summary of Qualifications

Seasoned professional with over 23 years of management experience focused on the automobile industry.

Extended knowledge of all aspects of dealership operations.

Expertise in fixed operations, sales and customer service.

My philosophy is to lead from the front, and believe that building a strong team provides a cornerstone for both company and employee satisfaction.

My success has centered on creating an environment for outstanding customer service as demonstrated by achieving number 3 in the nation while with Toyota.

Proven success in leadership, supervision and performance improvement as recognized by many awards for service excellence and exceeding profit objectives.

Education

Bachelor of Science from Southern Illinois University

Certifications

Certified Service Manager, National Association of Service Managers

Toyota Master Certified Service, Parts & Customer Service Manager

GM Mark of Excellence

Hyundai Master Service Manager

Certified Ford/Lincoln Service Manager

Associations

Board of Directors, National Association of Service Managers

Professional Experience

Service Director, Asbury/Coggin Honda Deland, FL (2019)

Fixed Operations Consultant, M5 Management Services, Inc. (2018-2019)

- Provide fixed operations consulting to dealerships resulting in improved operational performance.
- Perform fixed operation analysis and executive assessment to

improve net profit. This is accomplished through:

- o Improving sales and gross profit
- o Modifying and/or changing existing processes
- o Improving customer retention
- o Production and quality control
- Provide in-depth training and coaching of service staff, resulting in maximum effectiveness both operationally and in customer satisfaction.
- Implement processes to streamline operations, resulting in a stable and consistent environment for customers and staff.

Fixed Operations Director, KC Summers Auto Group, Mattoon, IL (1995-2018)

- Managed the fixed operations of a multi-building, multi-location automotive dealership group consisting of Toyota, Nissan, Hyundai, Mazda, Buick, GMC and Scion.
- Provided leadership for teams generating annual service and parts sells exceeding \$8 million per year.
- Coordinated all activities related to facilities and grounds for this highly active and customer focused operation.
- Collaborated with dealer-owner to analyze overall financial statements to ensure cost containment and profitability.
- Responsible for recruitment, hiring, training, compensation and supervision of employee's, most of whom are paid on a strictly commission basis.
- Guided and implemented safety programs, and ensured OSHA compliance in this highly regulated industry.
- Achievements include:
 - o Responsible for achievement of Toyota Presidents Award each year.
 - o Placed 3rd in the nation of all Toyota dealerships and was always toward the top.
 - o Recognized by manufacturers many times over the years for service excellence.
 - o Planned and led major facility renovations.
 - o Developed a comprehensive plan to address the shortage of technicians.

Outside Interests

Home renovation, car renovation, running (completed 7 full marathons, including Boston, and numerous half marathons)

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign John Beel

Date 5/15/2020

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Friday, January 15, 2021 9:33:34 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Planning Commission*
--	----------------------

Pension Boards*	Field not completed.
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Order of Preference	Planning Commission
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All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Mark
------------	------

Last Name	Bowling
-----------	---------

Date of Birth	6/28/1962
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Telephone	3863346126
-----------	------------

Email Address	mmbowling24@gmail.com
---------------	-----------------------

Business Telephone	3863228700
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Are you a registered voter in Port Orange?	Yes
--	-----

Address	816 Pheasant Run Ct. West
---------	---------------------------

City Council District	Port Orange
How long have you been a resident of Port Orange?	30 Years
Are you currently serving on a City Board?	Yes
If yes, when and which board?	Parks & Rec Advisory Board
References	
Please list three references (business and / or personal)	
Reference 1	Ken Burgman 5057 Sanctuary Garden Blvd Port Orange Fl. 386-295-4267
Reference 2	Jake Johansson 6611 Merryville Ln. Port Orange Fl. 410-533-2234
Reference 3	Ray Donadio 6079 Sanctuary Garden Blvd Port Orange Fl. 386-763-5083
Education	
High School	Hermiston High School
Date Graduated High School	5/18/1980
College	Shepherd University
Date Graduated College	5/5/1968
Degree	BS Arts
Additional Information	
Work Experience	Suntrust Bank Sunshine State Community Bank Reunion Bank of Florida Hazen Construction
Interests / Activities	Sports Hiking Travel
Community	Parks & Recreation Advisory Board

Involvement	Dangerous Dog Board Youth Baseball, Soccer & Basketball Coach
Why do you desire to serve on these boards?	I am very passionate about the City of Port Orange. I would like to see responsible growth.
Resume / Additional Information	M. Mark Bowling 816 Pheasant Run Court West Port Orange, FL 32127 386-334-6126 (c) & 386-322-0260 (h) Mmbowling24@gmail.com

EDUCATION

Shepherd University, Shepherdstown, WV Bachelor of Arts
Stonier Graduate School of Banking, University of Pennsylvania
Graduate Degree
LSU Graduate School of Banking, Baton Rouge, LA Graduate
Degree

EMPLOYMENT

Hazen Construction, LLC , New Smyrna Beach, FL 2015 to
present 2008-present
Business Development Manager
• Business Development Officer

Reunion Bank of Florida, Port Orange, FL 2008-2015 2008-
present
Executive Vice President—COO & BSA/AML Officer
• Bank Secrecy Act (BSA) Officer and Compliance Officer
• Deposit Operations Officer and Audit Manager
• Bank Security, OFAC and Safety Officer
• Community Reinvestment Act Officer
• CRCM, ACAP, & AML Certified

Sunshine State Community Bank, Port Orange, FL 2000-2008
Senior Vice President
• Bank Secrecy Act (BSA) Officer and Compliance Officer
• Senior Lender and Loan Operations Officer

SunTrust Bank, Daytona Beach, FL 1994-2000
Vice President, Community Bank President
• Senior Lender / Area Manager
• Branch Manager

COMMUNITY INVOLVEMENT

• Rotary Club of Port Orange/South Daytona Past President /
Board Member
• City of Port Orange, Parks and Recreation Board Board
Chairman

- Port Orange/South Daytona Chamber of Commerce Former Board Member
- American Cancer Society Former Board Member
- American Heart Association Former Board Member
- Volusia Mental Health Association Former Board Member

REFERENCES: Available upon request

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign Mark Bowling

Date 1/15/2021

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Wednesday, July 1, 2020 7:10:41 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Eastport Community Redevelopment Agency, Parks and Recreation Board, Town Center Community Redevelopment Agency
--	---

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Parks and Recreation, Town Center CRA, Eastport CRA
---------------------	---

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Karen
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Last Name	Caldwell
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Date of Birth	8/22/1966
---------------	-----------

Telephone	3866797301
-----------	------------

Email Address	kcaldwell08@hotmail.com
---------------	-------------------------

Business Telephone	3866797301
--------------------	------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	5568 Trailside Dr Port Orange 32127
City Council District	1
How long have you been a resident of Port Orange?	approx 20 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Stan Schmidt 5574 Trailside Dr 386-405-3574
Reference 2	Drew Bastian 386-299-7943
Reference 3	Kim Brown 386-308-9859
Education	
High School	Warren Central High School
Date Graduated High School	5/25/1984
College	University of Kentucky
Date Graduated College	12/10/1988
Degree	BBA Marketing
Additional Information	
Work Experience	Barnes and McDonnell Pediatric Dentistry
Interests / Activities	Yoga, walking, kayaking, refinishing furniture. Picking up litter....
Community Involvement	Family Days/Spring Carnival, Coastal cleanup events

Why do you desire to serve on these boards?	I have lived in Port Orange since 1995. The city has grown exponentially in that time. City leaders have done a wonderful job making it a great place to raise a family. I am concerned about how the continuing growth impacts public safety and the environment.
---	--

Resume / Additional Information	<i>Field not completed.</i>
---------------------------------	-----------------------------

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Karen Caldwell
------------------------	----------------

Date	7/1/2020
------	----------

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Environmental Advisory Board	☐ Library Advisory Board
☐ Construction Regulation Board*	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☐ Planning Commission*
☐ Charter Review Board	☐ City Manager Selection Committee
☐ Civil Service Board	☐ Audit & Budget Advisory Board
☐ Districting Commission	☐ Youth Advisory Board
☒ Golf Advisory Board	

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name John R. Cameron, Jr. Date of Birth 2/25/59

Address 1873 Chorpash Lane Port Orange FL 32128

Home Telephone 386-322-5322

E-Mail Address sjj821@bellsouth.net

Business Telephone 386-671-8268

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 3

How long have you been a resident of Port Orange? 12 Years

Are you currently serving on a City Board? Port Orange Park & Rec Board – 10 years

Have you ever served on a City Board? _____

SCANNED

If yes, when and which Board?

2. **REFERENCES** – Please list three references (business and/or personal)

Barbara Cameron 3522 b Forrest Branch Dr. Port Orange FL 32129 – 761-9926
Name, address, and telephone number

Theresa Dearduff 983 Waterford Point Port Orange FL 32127 – 760-4500
Name, address, and telephone number

Suzette Cameron 1873 Chorpash Lane Port Orange FL 32128 – 322-5322
Name, address, and telephone number

3. **EDUCATION**

High School _____ Date Graduated _____

College West Ct. State University Date Graduated 1986 Degree BA Psychology

4. **WORK EXPERIENCE** 25 + years working in the golf industry in various capacities

Director of Golf at the Daytona Beach Golf Club for 16 years. 20 years as a member of
The Professional Golfers Association of America.

5. **INTERESTS/ACTIVITIES** Family, Work, Golf, Reading & Recreation

Youth Golf , Playing tournament golf, traveling to play new and interesting golf courses

6. **COMMUNITY INVOLVEMENT** Chairman of my churches golf tournament

Secretary of the Daytona Beach Junior Golf Association.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

To assist the Residents and the City of Port Orange in providing the best possible
Golf experience at the Golf Club at Cypress Head.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature

Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Tuesday, November 26, 2019 4:15:17 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Parks and Recreation Board
--	----------------------------

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Shawn
------------	-------

Last Name	Holmes
-----------	--------

Date of Birth	10/14/1976
---------------	------------

Telephone	3868462533
-----------	------------

Email Address	soholmes@live.com
---------------	-------------------

Business Telephone	Field not completed.
--------------------	----------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	1739 Creekwater Blvd.
---------	-----------------------

City Council District	3
How long have you been a resident of Port Orange?	15
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Jennifer Sisk, 1395 Dunlawton Ave. Port Orange, FL 32129, 386-506-5937
Reference 2	Marc Campbell, 386-295-4317
Reference 3	Mark Matovina, 386-679-4252
Education	
High School	Liberty County High School
Date Graduated High School	5/19/1995
College	Northcentral University
Date Graduated College	12/16/2017
Degree	MBA: Organizational Leadership
Additional Information	
Work Experience	UPS - International Sales Manager (20 years)
Interests / Activities	Sports / Coaching / Community Service
Community Involvement	POYFA (Port Orange Pop Warner Youth Football and Cheer Association) - President
Why do you desire to serve on these boards?	Continued service to my Port Orange Community
Resume available upon request (no place to attach)	

Resume / Additional
Information

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign Shawn O. Holmes

Date 11/26/2019

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Friday, January 06, 2012 7:44 PM
To: Fenwick, Robin
Subject: Volunteer Application - Maria Mills-Benat



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Maria Mills-Benat on 01/06/2012

Personal Information

Name: Maria Mills-Benat
Date of Birth: 03/02/1971
Telephone: 386-366-1882
E-mail: agourmetaffaircatering@gmail.com
Business Telephone: 386-366-1882
Address: 1710 Bordeaux Ct. Port Orange, FL 32128
Are you a registered voter in Port Orange? Yes
City Council District: 4
How long have you been a resident of Port Orange? 30+ years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Debbie Connors 3431 Ridgewood Avenue Port Orange, FL 32129 (386) 761-1601
Reference 2: Robin Monzingo 1737 N. Clyde Morris Blvd., Suite 140 Daytona Beach, FL 32117 386-274-3274 Ext. 5851
Reference 3: Amy Workoski 212-8769

Education

High School: Spruce Creek High School

Date Graduated High School: 06/18/1989
College: Flagler & DBCC
Date Graduated College: 06/01/1993
Degree: Early Childhood Learning

Work Experience

Teacher, Business Owner of a retail storefront in PO (now closed) Catering.

Interests/Activities

I like long walks on the beach at sun rise.. Spending time with friends and family, Going to Disney, Community events such as Family Days, parks & Rec sports etc. going to the beach, computer time. Social time.

Community Involvement

9 years on the Port Orange Family Days Community Trust Committee, and 3 years on the Board of Directors. 2011 Graduate of the PO/SD Leadership program Chairperson for Port Orange Relay For Life. PTA Board at Cypress Creek Elem. Ambassador for Port Orange Hospice Volunteer at CCE Committee for Autism Speaks of Port Orange Various volunteer work throughout Port Orange and Daytona Beach

Why do you desire to serve on these boards?

I wish to get a better grasp on community activities and planning. I want to help shape the future of Port Orange for my children, and the community as a whole. I have a servant heart and love volunteering. I am a hard worker and want to be more involved. This community is my home. I've never left, and never will.

Resume/Additional Information

I am a business owner, wife and Mother of 3. I serve boards and organizations with 100% support of my family, and enjoy every minute of it, usually dragging them along :) Thank you for your consideration.

Selected Boards/Commissions

Environmental Advisory Board
Civil Service Board
Town Center Community Redevelopment Agency
Parks and Recreation Board
Planning Commission
General Employees Pension Board
Police Pension Board
Fire Pension Board

Order of Preference

Planning Commission Environmental Parks and Rec Town Center Civil Service Pension

Signature:

Maria Mills-Benat

Date:

01/06/2012

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Tuesday, July 23, 2019 4:24:59 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Parks and Recreation Board, Town Center Community Redevelopment Agency
--	--

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	1. Parks and Recreation Board 2. Town Center Community Redevelopment Agency
---------------------	---

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Robert
------------	--------

Last Name	Reinhagen
-----------	-----------

Date of Birth	11/30/1942
---------------	------------

Telephone	(386) 756-6844
-----------	----------------

Email Address	reinhagenr@yahoo.com
---------------	----------------------

Business Telephone	Field not completed.
--------------------	----------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	1425 Dexter Drive N., Port Orange, Fl. 32129
City Council District	3
How long have you been a resident of Port Orange?	16 years
Are you currently serving on a City Board?	Yes
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Greg Spradlin, 520 Legume Drive, Port Orange 32127 (386)589-6521
Reference 2	Sarah Jones, 44 Woodfield Drive, Port Orange Fl. 32129 (386) 290-2653
Reference 3	Leandro Barreiro, 719 Palm Circle Drive, Port Orange, Fl. 32127 (386) 295-6395
Education	
High School	Bogota High School, Bogota, NJ
Date Graduated High School	6/15/1960
College	Drew University, Madison, NJ
Date Graduated College	6/15/1969
Degree	Bachlor Degree, Economics Major
Additional Information	
Work Experience	Quality Assurance Specialist Defense Contract Administration Services
Interests / Activities	Bicycling, reading, woodworking, gardening
Community Involvement	attending city events and meetings

Why do you desire to
serve on these boards?

I enjoy this city and I want to do my part to help make it an even
better place.
I believe that I can listen, study, question and learn, thereby
contributing to the process.

Resume / Additional
Information

Field not completed.

*I understand the responsibilities associated with being a board member, and I
have adequate time to serve if appointed.*

Type your name to sign

Robert P. Reinhausen

Date

7/23/2019

*Note: If you have questions concerning the duties and responsibilities of any of
the above Boards / Commissions, please contact the City Clerk's Office at 386-
506-5563.*

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Monday, September 14, 2020 2:13:02 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Charter Review Board, Districting Commission*
--	---

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Charter Review Board, Districting Commission
---------------------	--

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Christina
------------	-----------

Last Name	Tucker
-----------	--------

Date of Birth	10/29/1972
---------------	------------

Telephone	3863832665
-----------	------------

Email Address	crissylee29@gmail.com
---------------	-----------------------

Business Telephone	3863832665
--------------------	------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	6123 Del Mar Drive
---------	--------------------

City Council District	Port Orange
How long have you been a resident of Port Orange?	10 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Cheryl Reiser, Owner, Strategies, Inc. 4647 Clyde Morris Blvd, Suite 501, Port Orange, FL 32129 386.689.2112
Reference 2	Brian Wheeler, 743 Barrows Dairy Rd., Port Orange FL 32127 386.846.1985
Reference 3	James Tucker, 386.882.0525 6123 Del Mar Dr Port Orange FL 32127
Education	
High School	United Local, Hanoverton Ohio
Date Graduated High School	8/1/1990
College	Amberton Univerity, Garland TX
Date Graduated College	8/1/2012
Degree	Master of Science Family Studies
Additional Information	
Work Experience	Vice President of local Applied Behavior Analysis agency employing more than 50 people, and serving over 200 families in the Volusia County area.
Interests / Activities	Community Sports and concerts, Yoga and self defense practices, dissemination of organizational behavior analysis principles to non ABA communities, antique cars
Community	Frequent participant in community events, both as vendor and

Involvement	observer
Why do you desire to serve on these boards?	My experience in growing a locally owned small business has inspired me to participate in local government activities as an opportunity for personal and community growth.
Resume / Additional Information	EXPERIENCE Vice President (1/1/2020-current), Lead Clinical Supervisor (2/2019 to current), Community Based Consultant = Strategies, Inc., 5/2013 to CURRENT and 9/2008-6/2010 Provide Behavioral consultation in family homes, group homes, schools, ADT's Work as contracted behavior consultant with service provision to all ages and disabilities Behavior Analyst, Clinical review = Agency for Persons with Disabilities (8/2010 to 4/2013) Serve as co-chair of clinical peer review committee, perform quality service reviews Assess for medical necessity, review clinical documents to assign level of services Serve as expert witness in due process hearings, Behavior services reviews Operations and Clinical Management = Devereux Florida, Inc. (9/01-1/07, 1/09-2/10) Promoted from Behavior Analyst to Behavior Coordinator to Program Manager to Regional Expert Consultant Behavior analysis and counseling with as risk children and adults Worked with Developmental Disabilities, dual diagnosis and behaviors characteristics of an array of mental health diagnoses Trained caregivers in behavior programming principles Worked as part of interdisciplinary team in an out-patient setting Lead Clinical Staff, Group Homes = Threshold, Inc. (1996-1998) and Devereux Florida, Inc. (11/2006-9/2008) Intensive Behavior, Behavior Focus, and Residential Habilitation level of services Worked as Behavior Analyst and Program Manager simultaneously Provided behavior analysis services to intensive behavior adolescents Focus on staff training and development Supervisor, Adult Day Programs = Primrose Center, Inc. (1999-2001) Day Training facility for Adults with I/DD

Supervised 15 staff and 50 clients
Promoted from Coordinator to Lead Clinician/Supervisor of
remote 50 person ADT

ACTIVITIES

ACE Provider, Individual and Group Coordinator
Presents monthly CEU events. Past presentations at FABA,
GCABA, ARC
Program budgeting experience (>\$4 million yearly)
Credentialing (NPI, CAQH, Commercial and Private Insurances)
Practice successes include VB/FCT, NET, DTT, PEAK, VBMapp,
QABF, FAST/MAS
Experience with Medicaid, Medwaiver, Private Insurances,
JCAHO, ACHA, HIPAA
Community and Private Service Contract Negotiations

EDUCATION

Board Certified Behavior Analyst, 2013
Board Certified Assistant Behavior Analyst, 2001
Master of Science in Family Studies/Counseling from Amberton
University, 2012
Master Behavior Analysis Board Certification Curriculum (with
FAU), completed 2012
Bachelor of Arts in English, concentration in creative writing, from
Kent State University, 1995

RESEARCH and PRESENTATIONS

Ethical use of Technology in Applied Practice. Technology
Addiction. Ethics and Chapter 393.13.
Basic Principles of ABA. Abuse Prevention Skills for People with
I/DD. Noncontingent Reinforcement.
Prevention of Staff Burnout. Ethics in Business Practice.
Communication Etiquette and Supervision. Fading and
Generalization Ethics. Panel Discussion: Racism and Social
Injustice – Moderator.

*I understand the responsibilities associated with being a board member, and I
have adequate time to serve if appointed.*

Type your name to sign Christina L. Tucker

Date 9/14/2020

*Note: If you have questions concerning the duties and responsibilities of any of
the above Boards / Commissions, please contact the City Clerk's Office at 386-
506-5563.*

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/2/2021

Consent item: No

SUBJECT: (G15) Financial Review of Preliminary FY20 Results and Comparison of FY21 1st Quarter to FY20 1st Quarter

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: Financial Review of Preliminary FY20 Results and Comparison of FY21 1st Quarter to FY20 1st Quarter

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	FY20 1st Qtr by Cost Center	FY20 1st Qtr by Cost Center.pdf
2.	FY21 1st Qtr Actuals by Cost Center	FY21 1st Qtr Actuals by Cost Center.pdf
3.	1st Qtr Comparision FY20 to FY21	1st Qtr Comparision FY20 to FY21.png
4.	1st Quarter by Cost Center	1st Quarter by Cost Center.png
5.	COVID-19 Expenditures as of 1-21-20	COVID-19 Expenditures as of 1-21-20.pdf
6.	FY20 Revenue Preliminary Cost Center	FY20 Revenue Preliminary Cost Center.pdf
7.	FY20 Expenses Preliminary by Cost Center	FY20 Expenses Preliminary by Cost Center.pdf
8.	FY20 Summary Preliminary Results	FY20 Summary Preliminary Results.pdf
9.	Revenue Actual to Budget FY 20 Preliminary	Revenue Actual to Budget FY 20 Preliminary.pdf
10.	Attachment	Attachment.pdf

Scott Neils
Scott Neils
Jamie Miller
Robin Fenwick

Created/Initiated - 1/21/2021
Approved - 1/21/2021
Approved - 1/25/2021
Final Approval - 1/25/2021

CPO Budget vs Actuals by Cost Center - City
Council Meeting - Spend

10:32 AM
01/21/2021
Page 1 of 2

Company: City of Port Orange

Organization: Cost Center: City Clerk

Cost Center: City Manager

Cost Center: Code Enforcement

Cost Center: Community Development

Cost Center: Finance

Cost Center: Fire Services

Cost Center: Human Resources

Cost Center: Interfund Transfers

Cost Center: Legal Services

Cost Center: Mayor and Council

Cost Center: Nondepartmental - Other General Government

Cost Center: Non-Departmental - Special Projects

Cost Center: Parks and Recreation

Cost Center: Police

Cost Center: Public Works

Period: FY2020 - Dec

Plan Structure: Annual Budget Detail

Ledger Account/Summary: Standard: Expenses

Standard: Other Financing Uses

Fund: 001 General Fund

Book: Modified Accrual

Exclude Projects: No

Cost Center	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Budget Remaining	Budget Used (%)
Police	14,511,987	14,603,587	996,039	2,920,760	11,682,827	20.00 %
Fire Services	9,874,588	9,978,112	731,045	2,083,100	7,895,012	20.88 %
Parks and Recreation	4,434,575	4,645,321	369,199	933,803	3,711,518	20.10 %
Public Works	2,990,781	3,008,332	219,399	555,363	2,452,969	18.46 %
Nondepartmental - Other General Government	2,671,423	2,607,280	198,681	601,188	2,006,091	23.06 %
Finance	1,321,479	1,392,537	67,520	266,596	1,125,941	19.14 %
Community Development	1,243,800	1,351,152	76,079	227,075	1,124,076	16.81 %
Legal Services	728,992	793,501	61,600	141,341	652,160	17.81 %
City Manager	616,707	650,606	54,955	165,050	485,557	25.37 %
Interfund Transfers	646,385	646,385	0	0	646,385	0.00 %
Human Resources	568,017	599,292	45,333	120,057	479,235	20.03 %
Code Enforcement	457,675	467,688	29,756	84,895	382,793	18.15 %
City Clerk	370,689	370,887	19,729	87,884	283,003	23.70 %
Mayor and Council	210,032	250,032	16,754	53,680	196,352	21.47 %

CPO Budget vs Actuals by Cost Center - City
Council Meeting - Spend

10:32 AM
01/21/2021
Page 2 of 2

Cost Center	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Budget Remaining	Budget Used (%)
Total	40,647,130	41,364,711	2,886,088	8,240,792	33,123,919	19.92 %
Report as of: 01/21/2021 10:31 AM						

CPO Budget vs Actuals by Cost Center - City
Council Meeting - Spend

10:18 AM
01/21/2021
Page 1 of 2

Company: City of Port Orange

Organization: Cost Center: City Clerk

Cost Center: City Manager

Cost Center: Code Enforcement

Cost Center: Community Development

Cost Center: Finance

Cost Center: Fire Services

Cost Center: Human Resources

Cost Center: Interfund Transfers

Cost Center: Legal Services

Cost Center: Mayor and Council

Cost Center: Nondepartmental - Other General Government

Cost Center: Non-Departmental - Special Projects

Cost Center: Parks and Recreation

Cost Center: Police

Cost Center: Public Works

Period: FY2021 - Dec

Plan Structure: Annual Budget Detail

Ledger Account/Summary: Standard: Expenses

Standard: Other Financing Uses

Fund: 001 General Fund

Book: Modified Accrual

Exclude Projects: No

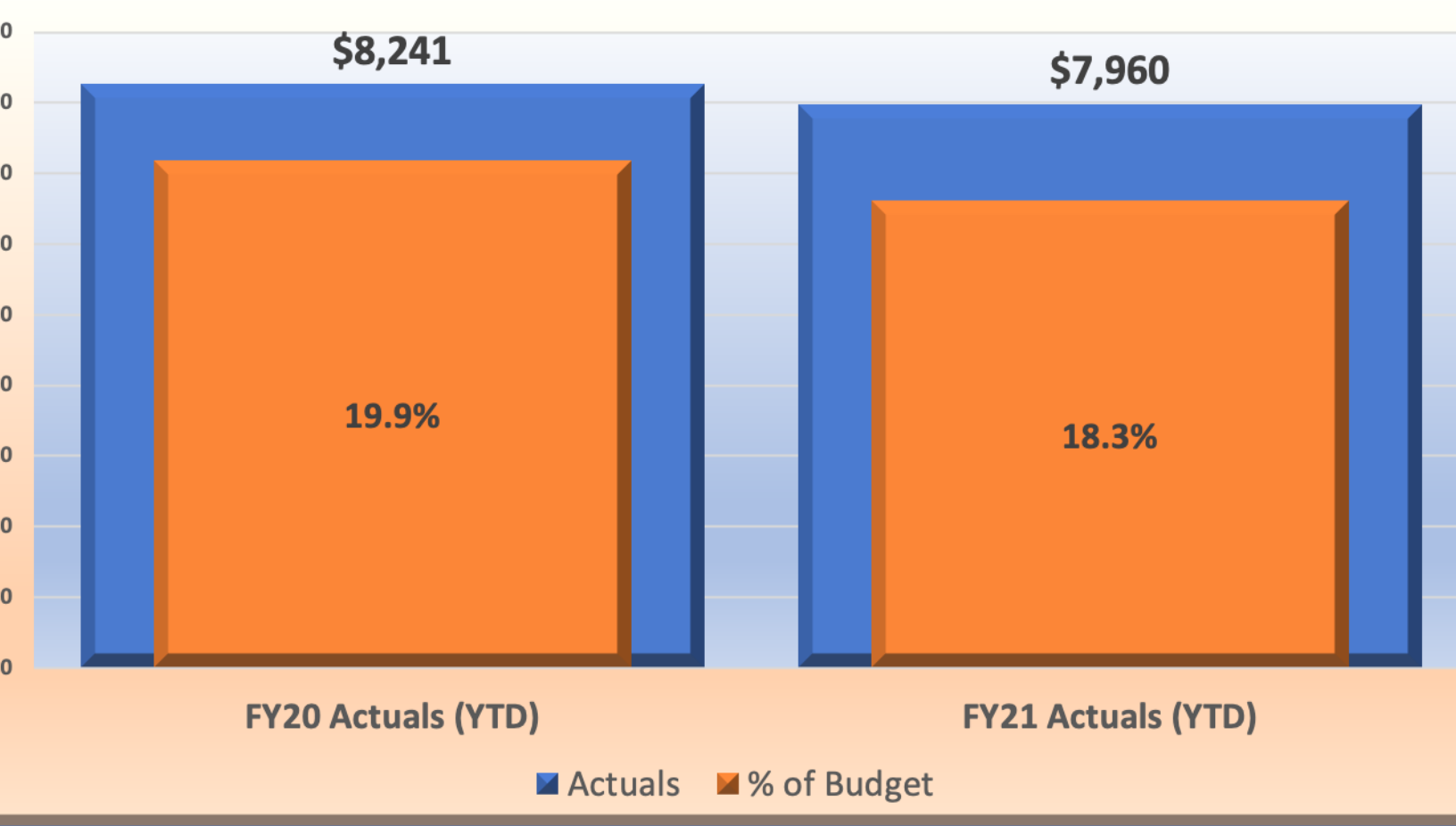
Cost Center	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Budget Remaining	Budget Used (%)
Police	15,188,302	15,262,366	1,004,421	2,497,113	12,765,253	16.36 %
Fire Services	9,737,767	9,781,767	734,304	2,069,662	7,712,105	21.16 %
Parks and Recreation	4,554,595	4,554,595	366,245	840,573	3,714,022	18.46 %
Public Works	2,906,943	2,906,943	213,977	603,533	2,303,410	20.76 %
Nondepartmental - Other General Government	2,526,506	2,526,506	206,886	624,233	1,902,273	24.71 %
Interfund Transfers	2,352,983	2,352,983	0	223,794	2,129,189	9.51 %
Finance	1,483,999	1,488,999	84,545	217,343	1,271,656	14.60 %
Community Development	1,257,464	1,257,464	70,128	213,322	1,044,142	16.96 %
Legal Services	711,977	731,977	61,382	138,285	593,692	18.89 %
City Manager	720,877	720,877	88,395	162,730	558,147	22.57 %
Human Resources	581,494	606,494	59,528	129,736	476,758	21.39 %
Code Enforcement	522,105	522,105	32,883	80,914	441,191	15.50 %
City Clerk	385,475	385,475	26,025	73,972	311,503	19.19 %
Mayor and Council	249,929	249,929	39,305	75,205	174,724	30.09 %

CPO Budget vs Actuals by Cost Center - City
Council Meeting - Spend

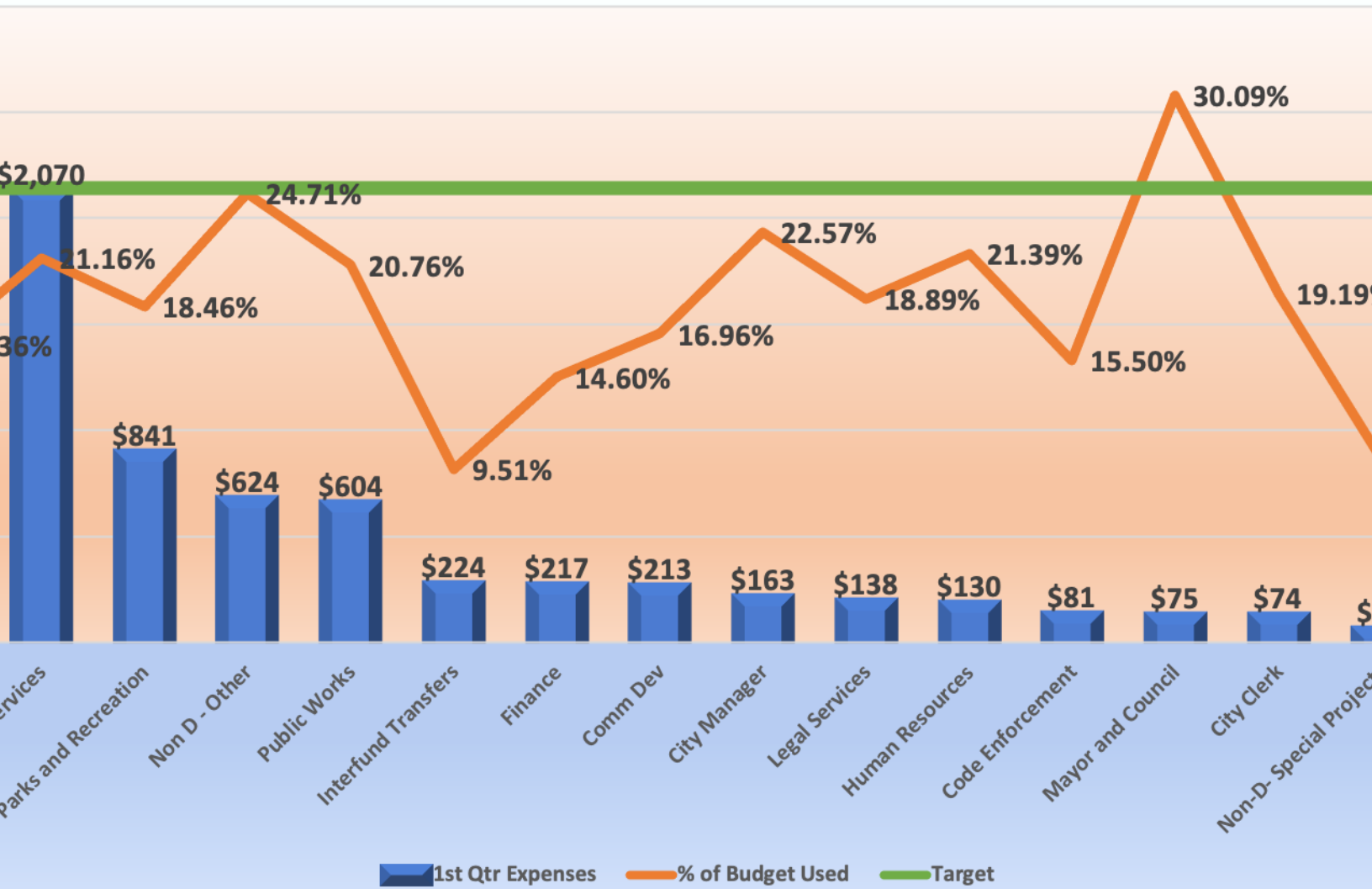
10:18 AM
01/21/2021
Page 2 of 2

Cost Center	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Budget Remaining	Budget Used (%)
Non-Departmental - Special Projects	0	100,000	4,481	10,061	89,939	 10.06 %
Total	43,180,416	43,448,480	2,992,506	7,960,477	35,488,003	 18.32 %
Report as of: 01/21/2021 10:17 AM						

Oct - Dec Comparison



FY21 1st Quarter



COVID-19 Project Expenditures to Date

Spend Category as Worktag	Sum
Other Operating Supplies	63,704.10
Equipment - Non-Capital	12,712.33
Janitorial Supplies	11,884.14
Medical and Lab Supplies	5,284.65
Computer Software	4,419.23
Building Maintenance and Repairs	4,043.44
Equipment Rental or Lease	3,799.90
Office Supplies	2,847.78
Employee Training	2,520.00
Uniforms	1,582.05
Computer Hardware - Trackable	741.85
Other Contracted Services	540.00
Miscellaneous Charges	187.50
Paper and Plastic Products, Disposable - Stocked	67.96
Communication Services	16.58
Total	114,351.51

CPO Budget vs Actuals by Cost Center - City

Council Meeting - Revenue

02:03 PM

01/21/2021

Page 1 of 1

Company: City of Port Orange

Organization: Cost Center: City Clerk

Cost Center: City Manager

Cost Center: Code Enforcement

Cost Center: Fire Services

Cost Center: General Revenues

Cost Center: Nondepartmental - Other General Government

Cost Center: Parks and Recreation

Cost Center: Police

Cost Center: Public Works

Period: FY2020 - Sep

Plan Structure: Annual Budget Detail

Ledger Account/Summary: 310000:Taxes

320000:Permits, Fees and Special Assessments

330000:Intergovernmental Revenue

340000:Charges for Services

350000:Judgments, Fines & Forfeitures

360000:Miscellaneous Revenues

380000:Other Financing Sources

Fund: 001 General Fund

Book: Modified Accrual

Exclude Projects: No

Cost Center	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Budget Remaining	Budget Used (%)
City Clerk	0	0	(6,896)	(14,865)	(14,865)	0.00 %
City Manager	0	0	342,564	(4,639)	(4,639)	0.00 %
Code Enforcement	0	0	40,372	(110,991)	(110,991)	0.00 %
Fire Services	0	0	(349,471)	(532,527)	(532,527)	0.00 %
Police	0	0	(49,643)	(198,279)	(198,279)	0.00 %
Public Works	0	0	(55,891)	(279,276)	(279,276)	0.00 %
Nondepartmental - Other General Government	0	(200,000)	0	(26,384)	173,616	13.19 %
Parks and Recreation	(519,024)	(539,024)	(42,163)	(123,721)	415,303	22.95 %
General Revenues	(40,128,106)	(42,151,494)	(4,674,853)	(38,354,813)	3,796,681	90.99 %
Total	(40,647,130)	(42,890,518)	(4,795,981)	(39,645,495)	3,245,022	92.43 %

Report as of: 01/21/2021 02:03 PM

CPO Budget vs Actuals by Cost Center - City
Council Meeting - Spend

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Company: City of Port Orange

Organization: Cost Center: City Clerk

Cost Center: City Manager

Cost Center: Code Enforcement

Cost Center: Community Development

Cost Center: Finance

Cost Center: Fire Services

Cost Center: Human Resources

Cost Center: Interfund Transfers

Cost Center: Legal Services

Cost Center: Mayor and Council

Cost Center: Nondepartmental - Other General Government

Cost Center: Non-Departmental - Special Projects

Cost Center: Parks and Recreation

Cost Center: Police

Cost Center: Public Works

Period: FY2020 - Sep

Plan Structure: Annual Budget Detail

Ledger Account/Summary: Standard: Expenses

Standard: Other Financing Uses

Fund: 001 General Fund

Book: Modified Accrual

Exclude Projects: No

Cost Center	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Budget Remaining	Budget Used (%)
Police	14,511,987	14,603,587	1,632,309	13,550,172	1,053,415	92.79 %
Fire Services	9,874,588	9,982,198	1,497,187	9,568,250	413,948	95.85 %
Parks and Recreation	4,434,575	4,673,146	422,851	3,937,667	735,479	84.26 %
Public Works	2,990,781	3,008,332	247,641	2,630,488	377,844	87.44 %
Nondepartmental - Other General Government	2,671,423	2,456,698	(120,705)	2,319,976	136,723	94.43 %
City Manager	616,707	1,922,125	50,165	1,780,382	141,743	92.63 %
Finance	1,321,479	1,514,335	145,511	1,351,030	163,305	89.22 %
Community Development	1,243,800	1,401,312	142,346	1,186,366	214,946	84.66 %
Interfund Transfers	646,385	846,385	0	446,385	400,000	52.74 %
Legal Services	728,992	793,501	108,475	728,776	64,725	91.84 %
Human Resources	568,017	599,292	60,059	494,275	105,017	82.48 %
Code Enforcement	457,675	467,688	51,457	407,591	60,097	87.15 %
City Clerk	370,689	370,887	40,524	370,573	314	99.92 %
Mayor and Council	210,032	251,032	21,691	242,130	8,902	96.45 %

CPO Budget vs Actuals by Cost Center - City
Council Meeting - Spend

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Cost Center	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Budget Remaining	Budget Used (%)
Non-Departmental - Special Projects	0	0	383	383	(383)	 0.00%
Total	40,647,130	42,890,518	4,299,892	39,014,442	3,876,075	 90.96%

Report as of: 01/21/2021 02:05 PM

PRELIMINARY FINANCIAL RESULTS

FISCAL YEAR 2020

	Adjusted Budget	Actual	Budget Remaining	% of Budget Used
Revenue	\$42,890,518	\$39,645,495	\$3,245,022	92.43%
Expense	<u>42,890,518</u>	<u>39,014,442</u>	<u>3,876,075</u>	<u>90.96%</u>
Net	<u>\$0</u>	631,053	<u>\$(631,053)</u>	<u>1.47%</u>
CARES Act		<u>2,256,352</u>		
Net Increase in GF Balance		<u>\$2,887,405</u>		

City of Port Orange				
FY2020 YTD				
Ledger - Revenue Categories				
Ledger and Revenue Categories	Actuals FY2020	Adopted Budget FY2020	Variance	% Variance
310000:Taxes	23,450,345	23,558,505	(108,161)	-0.46%
Casualty Insurance Premium Tax for Police Officers' Re	498,650	444,091	54,559	12.29%
Communication Services Taxes	1,676,838	1,643,092	33,746	2.05%
Current Ad Valorem	14,764,891	14,814,070	(49,179)	-0.33%
Delinquent Ad Valorem	249,344	212,721	36,623	17.22%
Insurance Premium Tax for Firefighters' Pension	427,490	388,249	39,241	10.11%
Local Business Tax	129,332	125,000	4,332	3.47%
Sales Tax	-		-	
Utility Service Tax - Electricity	4,597,092	4,856,282	(259,190)	-5.34%
Utility Service Tax - Gas	129,644	125,000	4,644	3.71%
Utility Service Tax - Water	977,064	950,000	27,064	2.85%
320000:Permits, Fees and Special Assessm	3,212,203	3,595,429	(383,226)	-10.66%
Abandoned Property Fee	8,850	9,316	(466)	-5.00%
Animal Tag	190	-	190	
Building Permits	(40,013)	20,324	(60,337)	-296.88%
Fees and Permits	13,341	-	13,341	
Franchise Fee - Electricity	3,185,197	3,547,048	(361,851)	-10.20%
Franchise Fee - Gas	18,467	13,738	4,729	34.43%
Franchise Fee - Solid Waste	2,868	5,003	(2,135)	-42.67%
Redemption Fee - Impounded Animal	240	-	240	
TNR Program	350	-	350	
Tree Mitigation Fee	22,713	-	22,713	
330000:Intergovernmental Revenue	6,315,891	6,746,953	(431,062)	-6.39%
Alcoholic Beverage License Tax	34,044	38,713	(4,669)	-12.06%
County Occupation Tax Revenue	61,495	50,020	11,475	22.94%
Federal Grant Revenue	506,829	-	506,829	
Firefighter Supplemental Compensation	28,730	23,184	5,546	23.92%
Local Government Unit Grant Revenue	-	3,000	(3,000)	-100.00%

Local Govt 1/2¢ Sales Tax	3,425,661	3,898,069	(472,408)	-12.12%
Mobile Home License Tax	139,098	146,952	(7,854)	-5.34%
Motor Fuel Tax Refund	33,063	30,000	3,063	10.21%
State Grant Revenue	12,766	50,000	(37,234)	-74.47%
State Revenue Sharing	2,074,204	2,507,015	(432,811)	-17.26%
Tax Increment Fund Revenue	-	-	-	
340000:Charges for Services	3,486,961	3,550,393	(63,432)	-1.79%
Administrative Service Fee Revenue	1,943,659	1,920,946	22,713	1.18%
Ambulance Transport Revenue	505,320	317,000	188,320	59.41%
Annual Fire Inspection Revenue	5,990	6,368	(378)	-5.94%
Application Review Fee Revenue	448,256	425,000	23,256	5.47%
Archiving Fee Revenue	12,136	-	12,136	
Athletic Registration	110,022	212,387	(102,366)	-48.20%
Building Plans Review - Fire	11,400	7,857	3,543	45.09%
Clerk's Recording Fees	3,111	7,702	(4,591)	-59.61%
Engineering Review Fee Revenue	25	7,773	(7,748)	-99.68%
Fire CPR/EMS Fee Revenue	15,888	21,190	(5,302)	-25.02%
Fire Hydrant Flow Test Revenue	900	632	268	42.41%
Fire Protection Service Charge Revenue	50,000	50,000	-	0.00%
Gym Usage Fee	2,285	-	2,285	
Internal Service Fund Fees Revenue	22,776	-	22,776	
Legal Advertisement Revenue	15,056	-	15,056	
Other Fire Services Revenue	550	445	105	23.71%
Other Transportation Charges Revenue	174,612	164,932	9,680	5.87%
Recreation Facilities Rental Revenue	60,331	128,759	(68,428)	-53.14%
Recreation Fees	45,836	147,873	(102,037)	-69.00%
Rental Income	(37,459)	-	(37,459)	
Restaurant Rent Revenue	-	-	-	
Special Street Services Revenue	73,884	65,000	8,884	13.67%
Sponsor Fees	20,660	30,005	(9,345)	-31.14%
Utility Service Charge/Late Fee	402	36,524	(36,122)	-98.90%
Utility Service Tax - Water	1,322		1,322	
350000:Judgments, Fines & Forfeitures	190,940	201,799	(10,859)	-5.38%
Animal Citations Revenue	4,326	4,812	(486)	-10.10%
Bad Debt Reserve Revenue	(444,362)	(130,000)	(314,362)	241.82%

Code Enforcement Fines Revenue	397,545	200,000	197,545	98.77%
Federal Fines and Forfeits Revenue	-	-	-	
Fines And Court Case Revenue	128,992	105,000	23,992	22.85%
Investigative Restitution	1,250	1,987	(737)	-37.09%
Late Fees and Interest Applied	81,874	-	81,874	
Parking Violations Revenue	21,315	20,000	1,315	6.58%
360000:Miscellaneous Revenues	1,137,437	1,132,332	5,105	0.45%
Billboard Rental	-	-	-	
Crash Reports	740	-	740	
ICMA Forefeitures	27,572	-	27,572	
Interest Earnings	146,906	106,770	40,136	37.59%
Miscellaneous Revenue	272,672	420,354	(147,682)	-35.13%
Private Contributions	5,294	2,000	3,294	164.69%
Rental Income	664,800	603,208	61,592	10.21%
Sale of Fixed Assets	16,175	-	16,175	
Scrap Sales	2,975	-	2,975	
Settlement Proceeds	303	-	303	
380000:Other Financing Sources	1,851,720	1,861,720	(10,000)	-0.54%
Contribution from Enterprise Fund	1,851,720	1,861,720	(10,000)	-0.54%
Interfund Transfer Revenue	-	-	-	
Grand Total	39,645,495	40,647,131	(1,001,635)	-2.46%



CPO Budget vs Actuals by Cost Center

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01/22/2021
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Company: City of Port Orange
 Organization: Cost Center Hierarchy: All Port Orange Cost Centers
 Period: FY2020 - Sep 10
 Plan Structure: Annual Budget Detail
 Ledger Account/Summary: 500000:Personnel Services 11
 510000:Contractual Services
 520000:Utilities
 530000:Maintenance and Repairs
 530100:Non-Discretionary Maintenance and Repairs
 540000:Other Supplies and Expenses
 540100:Non-Discretionary Supplies and Expenses
 550000:Insurance Claims and Expenses
 560000:Depreciation Expense
 570000:Inventory Adjustment
 580000:Bad Debt Expense
 600000:Capital Outlay
 610000:Donation of Assets
 620000:Loss on Asset Impairment
 700000:Debt Service
 800000:Grants and Aid
 900000:Interfund Transfer Expense
 990000:Budgetary Contingency
 Fund: 001 General Fund 12
 Book: Modified Accrual
 Exclude Projects: No

Report Description

- 1 = Original Budget approved on September 23, 2020
- 2 = Amended with Purchase Order and Project Rollover and other budget amendments during year
- 3 = Actuals for the Month-to-Date (MTD)
- 4 = Actuals for the Year-to-Date as of the report date
- 5 = Requisitions for goods or services, not yet purchase orders
- 6 = Purchase orders which are open and not all ordered goods or services have been received
- 7 = Sum of Actuals (YTD) + Commitments + Obligations (4 + 5 +6)
- 8 = Amended Budget - Actuals and Encumbrances (3 - 7)
- 9 = Actuals & Encumbrances / Amended Budget (7 / 2)
- 10 = Accounting Period for Report
- 11 = Accounts included in Report
- 12 = Fund or Funds included in Report

General Account Structure - varies depending on the level of detail required
 Fund(s)
 Ledger Account(s)
 Cost Center(s)
 Revenue or Spend Category(ies)

	1	2	3	4	5	6	7	8	9
Cost Center	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
Police	14,511,987	14,603,587	1,632,309	13,550,172	13,541	27,600	13,591,313	1,012,274	93.07 %
Fire Services	9,874,588	9,982,198	1,497,187	9,568,250	4,121	36,091	9,608,462	373,736	96.26 %
Parks and Recreation	4,434,575	4,673,146	422,851	3,937,667	0	(7,775)	3,929,893	743,254	84.10 %
Public Works	2,990,781	3,008,332	247,641	2,630,488	0	117,435	2,747,923	260,409	91.34 %