



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 1, 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 Calvin Gittner of Port Orange Presbyterian Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Proclamation for Jim Purdy

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. May 18, 2021 - Regular City Council Meeting
 - b. May 25, 2021 - City Council Workshop
8. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 33 (CA4619) to Mead & Hunt for Design, Permitting, & Bidding Assistance for North Commonwealth Water Main Improvements
 - b. Approval of Task Authorization No 32 to Mead and Hunt, Inc. for the design of the Water Reclamation Facility (WRF) generator replacement and Electrical Upgrades

- c. Approval of Task Authorization No. 1 under Piggyback Contract CA7538 to Zev Cohen and Associates for Site and Construction Inspection Services for the REC
- d. Approval of Task Authorization No. 2 under Piggyback Contract CA7538 to Zev Cohen and Associates for Site and Subdivision Construction Inspection Services
- 9. Resolution No. 21-20 - Appropriating Funds for the Design of the SUNTrail/St. Johns River to Sea Loop Trail
- 10. Approval of Minor Special Event - Showtime Sparkler Sale at 4020 Nova Road
- 11. Approval to Submit Application for the Federal Fiscal Year 2021 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)
- 12. Ratification of Approval of American Rescue Plan Act (ARPA) Agreement

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

E. COUNCIL COMMENTS

- 13. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

- 14. Environmental Advisory Board Appointments (x3)
- 15. Golf Advisory Board Report

G. PUBLIC HEARING

- 16. Second Reading - Ordinance No. 2021-10 - Fire and Rescue Pension Fund Sections 54-77 and 54-104

H. REGULAR AGENDA

- 17. First Reading - Ordinance No. 2021-14 - Dental Amalgam

I. ADDITIONAL ITEMS

- 18. City Attorney
- 19. City Manager

J. COUNCIL COMMITTEE REPORTS

- 20. City Council Committee Reports
 - a. River to Sea TPO
 - b. General Employees' Pension Plan

c. Fire Pension Board

d. Police Pension Board

K. 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, 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
MAY 18, 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. David Troxler of First Christian Church of Daytona

Pledge of Allegiance

Roll Call Present: Council Member Jonathan Foley
 Council Member Chase Tramont
 Council Member Scott Stiltner
 Vice Mayor Drew Bastian
 Mayor Donald Burnette

 Also Present: City Manager Wayne Clark
 City Attorney Matthew Jones
 City Clerk Robin Fenwick

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Get Fit Winner's and Overall Program Statistics

Peter Ferreira, Parks & Recreation Deputy Director, provided details of the program and recognized the winners.

5. Youth Leadership Recognition

Mr. Ferreira provided details of the program and recognized the program participants.

6. Recognition of the 50th Anniversary as an ICMA recognized Council-Manager form government

Alan Rosen, County Manager of Lake County and Florida City & County Management Association Representative, presented the City of Port Orange with a Certification of Recognition on the 50th anniversary of the City's operation as a council-manager form of government.

7. Update from YMCA

Chris Silkop, YMCA, thanked Council for their support during the pandemic and provided an update to Council. They have paid all of the deferred payments in full and those payments were made early. Membership is up and they are ahead of budget. They are struggling to hire enough staff to accommodate participants.

CONSENT AGENDA

8. Public Comments on Consent Agenda Items Only

There were none.

9. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

10. Approval of Minutes

a. May 4, 2021 - Regular City Council Meeting

11. Approval of Task Authorization No 14 - DJ Design, Inc. for Fire Station #74 Ceiling Architectural Design Services

12. Resolution No. 21-21 - Approving a State-Funded Grant Agreement for FPN 439865-3-34-01, for design of the SUNTrail/St Johns River to Sea Loop Trail

13. Resolution No. 21-25 - Interlocal Agreement for Distribution of the Local Option Fuel Tax

14. Approval of Modification for a Time Extension for the Grant Agreement from Florida Division of Emergency Management for the Virginia Avenue and Monroe Street Drainage and Water Quality Project

15. Approval of Agreement with Volusia County Tax Collector for the Utilization of the Uniform Method of Collection of Non-ad Valorem Assessments

16. Approval of Volusia County Justice Assistance Grant (JAG) Agency Funding Allocation

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

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There was none.

17. Comments/Concerns from Council Members

Council Member Jonathan Foley thanked City Manager Wayne Clark and Staff for their responsiveness on issues he has brought forward from citizens.

Council Member Chase Tramont thanked Police Chief Thomas Grimaldi for his service to the City and congratulated him on his retirement announcement.

Council Member Scott Stiltner thanked Parks & Recreation Staff for their work at the Dunlawton Causeway. He also thanked staff for the work on the Dunlawton medians.

Mayor Don Burnette updated Council on some items he's been working on with the City Manager, including Coffee with the City Manager and Mayor, which will be coming soon. He's also working on a Town Hall meeting.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

18. Citizen Advisory Committee for TPO

Bobby Ball, CAC member, was unable to attend the CAC and Council meetings this month.

REGULAR AGENDA

19. First Reading - Ordinance No. 2021-10 - Fire and Rescue Pension Fund Sections 54-77 and 54-104

Mayor Don Burnette read Ordinance No. 2021-10.

ORDINANCE NO. 2021-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, FIRE AND RESCUE PENSION FUND, BY AMENDING SECTION 54-77, DEFINITIONS; AMENDING SECTION 54-104, BENEFITS AND CONTRIBUTION FOR MEMBERS HIRED ON OR AFTER DECEMBER 4, 2012; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-10 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Jamie Miller, Interim Deputy City Manager, explained the changes being requested. These changes were discussed during union negotiations and will align the employees hired prior to December 4, 2012 to those hired after.

Motion carried unanimously by roll call vote.

20. Renovation & Expansion of the REC

a. Resolution No. 21-22 - Parks and Recreation - Additional funding for contract for REC renovation and expansion

Mayor Don Burnette read Resolution No. 21-22.

RESOLUTION NO. 21-22

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO DESIGNATE FUND BALANCE FROM THE RECREATIONAL IMPACT FEES FUND (611) IN THE AMOUNT OF \$1,240,000 AND APPROPRIATE TO CAPITAL OUTLAY; TO DESIGNATE FUND BALANCE FROM THE GENERAL FUND (001) IN THE AMOUNT OF \$1,400,000 AND TRANSFER TO THE CAPITAL REPLACEMENT FUND (317) AND APPROPRIATE TO CAPITAL OUTLAY FOR THE RECREATIONAL EDUCATIONAL CULTURAL (REC) CENTER REMODEL AND EXPANSION PROJECT (QPC082) AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 21-22 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Mayor Don Burnette opened items (a) and (b) to be discussed by Council together.

Susan Lovallo, Parks & Recreation Director, provided details of the REC project, the bids received, and the budget needed. Ms. Lovallo explained the funds are being transferred from fund balance (reserves) to cover the increased costs received in the bid proposals. She also discussed the grant funds received for this project and the concern of losing them should the project be delayed by Council.

Motion carried unanimously by roll call vote.

b. Award of ITB #21-13 to Saboungi Construction Corporation for renovation and expansion of the REC

Motion to approve as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

21. City Attorney

There was nothing further.

22. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

- a. ArtHaus - Council Member Chase Tramont had nothing new to report.
- b. First Step Shelter - Council Member Chase Tramont had nothing new to report.
- c. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details on upcoming events.
- d. Roundtable of Elected Officials - Mayor Don Burnette provided details from their recent meeting.

ADJOURNMENT- 7:36 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 25, 2021

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

Invocation

Pledge of Allegiance

Roll Call	Present:	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:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION ITEMS

4. General Fund Budget Discussion

Dr. Scott Neils, Finance Director, provided a timeline of the budget discussions and decisions to come before Council and discussed the agenda for this meeting, to include the preliminary general fund forecast, review of compensation based on the voter approved increase to the minimum wage (\$15.00/hour by 2027), general fund balance and policy recommendations, and the American Rescue Plan Act of 2021 (ARPA) funds.

Jamie Miller, Interim Deputy City Manager, provided information regarding current employment data and compensation and compression considerations.

Dr. Neils recommended committing a specific amount for a disaster reserve fund, as well as reducing general fund balance policy minimums from 30% to 25%, and establishing an Infrastructure Investment Fund (IIF) for minor but unexpected repairs that come up from time to time.

Wayne Clark, City Manager, discussed the huge task ahead of staff and Council in meeting the voter approved hourly rate.

Mayor Don Burnette requested an analysis regarding the recommendations presented tonight before the next budget workshop/meeting.

City Council Workshop

May 25, 2021

Page 2 of 2

Council Member Scott Stiltner prefers to see the biggest impact earlier so that it doesn't snowball in later years. While Council members didn't disagree with that approach, they want to see other options as well.

ADJOURNMENT - 6:48 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: Yes

SUBJECT: (C8a) Approval of Task Authorization No. 33 (CA4619) to Mead & Hunt for Design, Permitting, & Bidding Assistance for North Commonwealth Water Main Improvements

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 33 to the contract (CA4619) with Mead & Hunt Inc. for \$522,406.00 for engineering services associated with the design, permitting and bidding assistance on the North Commonwealth Water Main Improvements project; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The water distribution system located north of Commonwealth Boulevard, between Ridgewood Avenue and the FEC Railroad, was built in the 1950's and 60's and has become unreliable and difficult to maintain due to the aged and undersized pipe. There are unexpected leaks and main breaks, and flow rate capacities have been reduced due to internal pipe tuberculation. As part of the City's ongoing capital improvements program, this project is intended to improve the level of service and reliability of the water system and increase flow rates to meet current fire protection standards.

Mead & Hunt has submitted a proposal for \$522,406.00 for the design, permitting and bidding assistance. The design will include the replacement and upsize of approximately 22,000 LF of water mains and all associated fittings and valves; new water service lines and water meters and the installation of new fire hydrants. The design and permitting phase should be completed within 430 days from issuance of a written Notice to Proceed.

Project No.: <u>URP001 -</u>	Funding Account No.: <u>Fund: 401-Water and Sewer System,</u>
<u>Water System</u>	<u>Cost Center: Water and Sewer, Program: Water and Sewer</u>
<u>Replacements</u>	<u>Distribution, Spend Category: Water-Capital, Additional Work</u>
	<u>Tag: URP001 - Water system Replacements</u>

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Task Authorization No 33 - North Commonwealth Water System Improvements	Task Authorization No 33 - North Commonwealth Water System Improvements.pdf
2.	Department Justification Memo - MH TA33 North Commonwealth	Department Justification Memo - MH TA33 North Commonwealth rev 5.17.21.docx
3.	N Commonwealth WM Impr Scope and Fee rev 4.26.21 w attachmnts	N Commonwealth WM Impr Scope and Fee rev 4.26.21 w attachmnts.pdf

Kynah Cockcroft	Created/Initiated - 4/27/2021
Kynah Cockcroft	Approved - 4/27/2021
Julia Wiggins	Approved - 4/27/2021
Richard Colby	Approved - 4/27/2021
Junos Reed	Approved - 4/27/2021
Steve Parnell	Approved - 4/27/2021
Lynn Stevens	Approved - 5/4/2021
Lupe Reyna-Coffin	Approved - 5/4/2021
Scott Neils	Approved - 5/4/2021
Matthew Jones	Approved - 5/14/2021
Wayne Clark	Approved - 5/21/2021
Robin Fenwick	Final Approval - 5/25/2021

TASK AUTHORIZATION NO. 33
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc. Pursuant to Merger with QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization No. 33 expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration for this **Task Authorization No. 33**, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to **Permitting and Building Assistance for North Commonwealth Water System Improvements**; and as more specifically described in the Scope of Services and Fee Estimate, attached hereto and incorporated as **Task Authorization No. 33 Exhibit "1."**
4. Engineer shall complete the task within four hundred thirty (430) days from the issuance of a written Notice to Proceed.
5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Task Authorization No. 33 Exhibit "1," subject to a limit not to exceed **Five Hundred Twenty-Two Thousand Four Hundred Six and 00/100 Dollars (\$522,406.00)**. 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.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES, INC.**

Printed Name: _____

By: _____
Brad T. Blais, Vice President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

[CA 4619]

EXHIBIT “1”

Engineer's Scope of Services and Fee Estimate

Consisting of 22 Pages



April 26, 2021

Junos Reed, P.E.
Engineering and Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: jureed@port-orange.org
Hard Copy Mailed Only on Request

**RE: CITY OF PORT ORANGE
NORTH COMMONWEALTH WATER MAIN IMPROVEMENTS
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Reed,

We are pleased to present the enclosed scope of services and fee estimate for the above referenced project, as requested. The attached scope of services describes, in detail, what our firm understands to be required for this project. The project consists of design, permitting and bidding assistance for the water main replacements in the area north of Commonwealth Boulevard between Ridgewood Avenue and the FEC Railroad, as shown in Attachment 'B'.

Mead & Hunt is well qualified to perform these services as we have provided engineering, design, permitting, and construction services on many similar projects of this type for the City of Port Orange and municipalities throughout East Central Florida.

We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc

A blue ink signature of Andrew M. Giannini, written in a cursive style.

Andrew M. Giannini, P.E.
Senior Project Manager/Associate

A blue ink signature of Brad T. Blais, written in a cursive style.

Brad T. Blais, P.E.
Vice President/Market Leader

AMG/BTB:bf

Enclosures: Attachment 'A' - Scope of Services and Fee Estimate
Attachment 'B' - Project Limits
Attachment 'C' - Fee Estimate
Subconsultant Proposals (Sliger, Bloodhound, Ardaman)

ATTACHMENT 'A'
CITY OF PORT ORANGE
NORTH COMMONWEALTH WATER MAIN IMPROVEMENTS
SCOPE OF SERVICES AND FEE ESTIMATE

GENERAL

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

BACKGROUND

The CITY's Utilities Department desires to replace substandard water mains and associated fittings, valves and fire hydrants located in eastern Port Orange in the area south of Commonwealth Boulevard north of Nova Road between FEC Railroad and Nova Road. The project is intended to improve the level of service and reliability of the water system as part of the CITY's ongoing capital improvement program.

The water mains within the subject area were originally installed circa 1950 and are nearing the end of their service life. During the past few years, the CITY has experienced multiple instances of asbestos concrete pipe (ACP) failing and small galvanized pipe being plugged due to corrosion. The existing water mains will be replaced with modern materials to aid in improving fire flow capabilities and system reliability. The CITY's Master Utility Plan and Capital Improvement Program have identified the need for new pipe within the subject distribution system area. Right of way jurisdiction throughout the project limits include FDOT and Volusia County. The work will consist of the following:

1. Replace or upsize approximately 22,000 LF of water mains, of varying sizes and material, with PVC C900 water main. Replace all associated fittings, valves, and fire hydrants within the project area.
2. New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.
3. New fire hydrants will be added per CITY Code of Ordinances and/or Fire Department, latest standards.

Project Limits:

US 1 – from Church Street South to Niver Street with minor gaps	7,522 FT
Wellman Street – from Orange Avenue East to Lafayette Street	460 FT
Orange Avenue – Dunlawton Ave to Church Street plus Grant St to Fox Place	750 FT
Lafayette Street – from Grant Street North to Church Street	865 FT
Church Street – from Lafayette Street East to US 1	625 FT
Fox Place – from Virginia Avenue East to US 1	1,516 FT
Oak Street – from Spruce Creek Road East to US 1	3,346 FT
Jefferson Avenue – from White Place North to Oak Street	1,321 FT
'A' Street – from Jefferson Avenue East to Monroe Place	217 FT

White Place – from Jefferson Avenue West to 280' West of Lafayette Street	548 FT
Fleming Avenue – from US 1 run West, North and West to end of road	1,250 FT
Sail Court – from Orange Boulevard North to cul-de-sac	353 FT
Taylor Avenue – from Commonwealth Boulevard North or Orchard Street	1,725 FT
Lafayette Street – Oak Street to Fox Place	985 FT
Virginia Avenue – Oak Street to Fox Place	600 FT
TOTAL	22,083 FT

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT AND MEETINGS

MEAD & HUNT'S Project Manager (PM) will manage the project staff, administer services, attend meetings, and conduct QA/QC activities for all work products, including:

1. Project coordination and invoices.
2. Facilitate, attend, and prepare notes of formal meetings.
3. Meeting notes will document discussions during the meeting and resultant action items. These and other written correspondence will be transmitted to CITY via e-mail. MEAD & HUNT will participate in the following meetings.
4. MEAD & HUNT will control the quality of work products delivered to the CITY by implementing a quality assurance and control process, which includes:
 - a. Independent technical review by technical experts to review alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, conflicts, etc.
 - b. Independent review of each technical work product before its submission to the CITY.

PHASE 2 – DESIGN INCLUDING SURVEY AND INVESTIGATIONS

MEAD & HUNT will utilize Sliger and Associates to provide right-of-way and topographic survey, and underground utility location information for the survey product for the project. Bloodhound will provide subsurface underground engineering (S.U.E.). Ardaman and Associates will provide geotechnical investigations for the route of the proposed new water mains.

Surveying

Provide surveying services to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC. Section 472.027 of the Florida Statutes. The survey will include the routes described above.

Subsurface Utility Engineering (SUE)

Provide the following Level "A" Utility Locating services:

1. Premark the requested locate areas in the field per Low Impact Guidelines, Section 556.114, F.S.

2. Contact Sunshine One Call to register excavation ticket(s), including supplemental contact with utility company/contracted locator and verification of positive responses.
3. Utilize air and vacuum or other non-destructive excavation (up to 8 feet deep) to expose the known existing underground utilities at the following estimated intervals and/or number of locations. All designated utilities at 200 foot intervals along the corridor to develop "utility location cross sections".
4. Attempt to verify size and type of exposed utility, record information.
5. Collect horizontal and vertical location of exposed utility, including measurements to three visible features to enable the data to be added to mapping and enable future recovery, record information.
6. Coordinate collection of horizontal and vertical location of exposed utility with survey sub-consultant.
7. Fill and compact the excavations utilizing the removed material
8. Repair damaged sod, minor concrete pavement, gravel, etc.
9. Provide required Maintenance of Traffic (MOT) equipment and setup

Deliverables: Sketches reflecting all collected information in hard copy and electronic format.

Design

The design scope will include the following tasks:

MEAD & HUNT will collect and review available data from the CITY, FDOT and utilities on existing and proposed facilities, sizes, elevations, materials, and operational data. MEAD & HUNT will determine location and size of all utilities, right-of-way or easement requirements and construction restraints such as isolation of lines, maintenance of traffic and coordination with other applicable governmental entities.

30% Design Development

MEAD & HUNT will develop preliminary (30%) plans and an outline of the specifications that reflect the proposed improvements. The preliminary design will include an analysis of pipe sizing, valve and fire hydrant spacing based on current CITY standards. MEAD & HUNT will provide a 30% engineer's opinion of probable construction cost (EOPCC).

The 30% submittal package will be submitted to the CITY for review and comment. The submittal will include drawings, technical specifications outline, and the EOPCC. Two (2) copies of the submittal package will be provided to the CITY. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Deliverables – 30% Design

- 30% Design Drawings
- 30% EOPCC

60% Design Development

MEAD & HUNT will develop 60% plans and specifications that reflect the proposed improvements at both locations as specified in the final PDR. The CITY's standard front-end contract documents will be used and coordinated with the MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include drawings, technical specifications, and the EOPCC. Two (2) copies of the submittal package will be provided to the CITY. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC
- 30% comment/response log

90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. The MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include drawings, technical specifications, and the 90% EOPCC. Two (2) copies of the submittal package will be provided to the CITY. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. The MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 3 - PERMITTING

Required permits - VCDOH, FDOT Utility and FEC Railroad Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with each FDOT and FEC to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions to the preliminary design recommendations will be reviewed with the CITY and incorporated into the various design components. VCDOH does not typically require a pre-application meeting.

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and the input from pre-application meeting. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of all final applications and permits. All permit fees are included in the allowance of this proposal. Fees for licensing agreements with FEC are not included.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

1. Submit signed and sealed permit applications and construction documents.
2. Respond to all Requests for Additional Information (RAI) as required.
3. All permit fees, including application, inspection, and other fees to be paid by MEAD & HUNT. An allowance for such is included.

Deliverables – Permitting

- Final Specific Permit to Construct PWS Components application and final permit
- Final FDOT Right-of-Way Permit application and final permit
- Final FEC Railroad Utility Permit application

PHASE 4 – BIDDING ASSISTANCE

It is understood that the CITY desires to construct the project in multiple phases. The bidding assistance phase will include the MEAD & HUNT's assistance for one phase of the project. Subsequent phases will be covered under a separate contract. The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at CITY offices to review the project details before bids are submitted.

Addenda and Requests for Additional Information (RAI's)

MEAD & HUNT will respond to RAI's during the bid period. All requests and responses will be documented and submitted to the CITY for distribution to potential bidders. Where a RAI that requires an addendum to sufficiently provide the requested information, MEAD & HUNT will prepare and submit addenda to the CITY for distribution to potential bidders.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables

- RAI Response
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Contaminated soils investigation
- R/W survey or easement/right of way acquisition
- Design/coordination of relocation of other CITY or private utilities
- Design of any needed drainage modifications, design of private/customer piping modifications

COMPENSATION

MEAD & HUNT proposes to complete the above stated work for an estimated fee of **Five Hundred Twenty-Two Thousand Four Hundred Six and no/100 Dollars.** These fees are based on the attached estimated man hour schedule as Attachment 'C'. The sub-task lump sums include various allowances as shown below and in the attached schedule. Any additional work will be completed on a time and expense basis. Fees will be adjusted accordingly due to actual costs of the allowance items.

			<u>Fee Basis</u>
Phase 1	Project Management and Meetings	\$25,184	Lump Sum
Phase 2	Design less subconsultants	\$222,716	Lump Sum
Phase 3	Permitting	\$39,262	Lump Sum
Phase 4	Bidding Assistance	\$9,312	Lump Sum
Phase 5	Subconsultants/Reimbursables Allowance	<u>\$225,932</u>	Time & Expense
Total Estimated Fees		\$522,406	

SCHEDULE

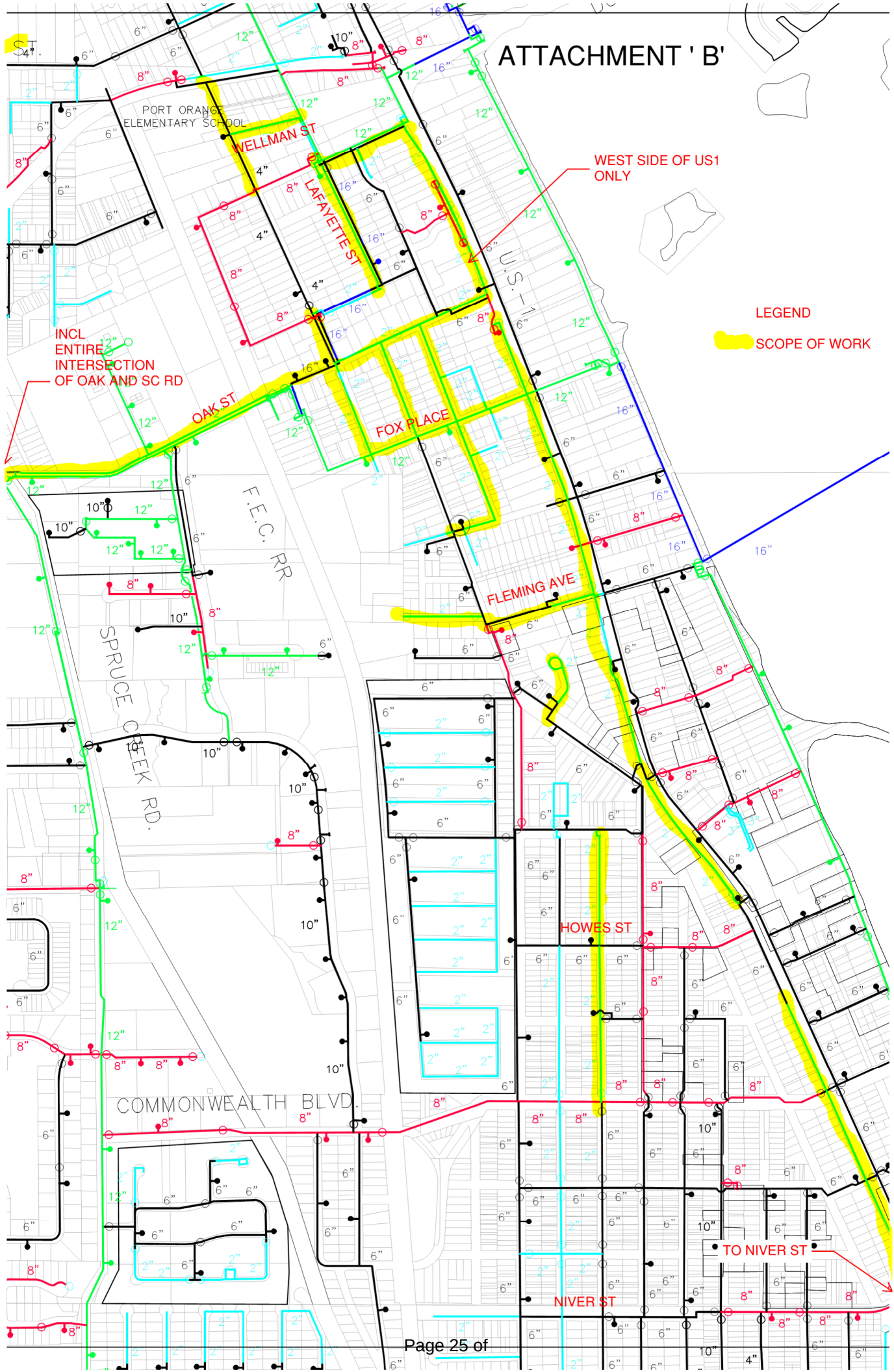
MEAD & HUNT estimates the work to be completed according to the following:

<u>Activity</u>	<u>Duration</u>
Survey, SUE, and Geotechnical Investigation	90 Days from NTP
30% Plans	60 days from receipt of survey
60% Plans & Specifications	45 days from receipt of comments from CITY on 30% Plans
90% Plans & Specifications	30 days from receipt of comments from CITY on 60% Plans
100% Plans & Specifications	30 days from receipt of comments from CITY on 90% Plans
Permitting	Per permitting agency review schedule (assumed 90 days)
Bidding Assistance	Per CITY bidding schedule (assumed 60 days)

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT, MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT’S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, CITY Clerk, Robin Fenwick, (386) 506-5566, rfeenwick@port-orange.org.

ATTACHMENT ' B '





CITY OF PORT ORANGE
NORTH COMMONWEALTH WATER SYSTEM IMPROVEMENTS

ESTIMATED MANHOUR SCHEDULE
PREPARED ON APRIL 26, 2021

Phase Reference	Description	Principal (hours)	Project Manager (hours)	Professional Engineer (hours)	Senior Technician (hours)	Technician IV (hours)	Technician III (hours)	Admin Assistant (hours)	Clerical (hours)	Total Task (\$)
	Hourly Rate	\$196.00	\$179.00	\$165.00	\$152.00	\$140.00	\$124.00	\$89.00	\$73.00	See Below
1	Project Management and Meetings									
	Project Coordination (Assume 1 hr/week for project duration)	2	36	16	0	0	0	48	24	\$ 15,500.00
	Kick-Off Meeting	2	4	4	4	2	2	2	2	\$ 3,228.00
	60% Review Meeting	2	4	4	4	2	2	2	2	\$ 3,228.00
	90% Review Meeting	2	4	4	4	2	2	2	2	\$ 3,228.00
	Subtotals	8	48	28	12	6	6	54	30	\$ 25,184.00
2	Design									
	Utility Coordination	0	4	8	16	8	16	8	16	\$ 9,452.00
	Survey & Geotech Coordination	0	4	4	8	16	0	8	20	\$ 7,004.00
	Field Investigation & Review of SUE Data	0	4	8	16	16	0	8	16	\$ 8,588.00
	Prepare 30% documents for review by the City	8	16	32	64	8	240	4	8	\$ 51,260.00
	30% QA/QC		4	16	32	4	16	4	8	\$ 11,704.00
	Prepare 60% documents for review by the City	8	16	32	48	8	180	4	8	\$ 41,388.00
	60% QA/QC		4	16	32	4	16	4	8	\$ 11,704.00
	Prepare 90% documents for review by the City	4	8	20	44	8	96	4	8	\$ 26,168.00
	90% QA/QC		4	16	32	4	16	4	8	\$ 11,704.00
	Prepare 100% IFB design plans and specs	8	16	16	16	16	40	4	8	\$ 17,644.00
	100% QA/QC	8	8	16	16	4	16	4	8	\$ 11,556.00
	Prepare correspondence, deliverables at 60%, 90% and 100% IFB	4	16	20	16	16	16	4	8	\$ 14,544.00
	Subtotals	40	104	204	340	112	652	60	124	\$ 222,716.00
3	Permitting									
	VCDOH/FDEP (prepare application)	2	4	2	8	8	12	8	16	\$ 7,142.00
	FDOT (Pre-App, prepare application)	4	8	4	0	4	12	4	8	\$ 5,864.00
	FEC Railroad Utility Crossing	4	8	4	0	4	12	4	8	\$ 5,864.00
	Submit signed/sealed permit applications/construction documents (2 hr/agency)	0	4	8	0	16	0	4	16	\$ 5,800.00
	Respond to one RAI from each permitting agency		8	16	20	40	0	8	16	\$ 14,592.00
	Subtotals	10	32	34	28	72	36	28	64	\$ 39,262.00
4	Bidding Assistance									
	Attend bid opening	0	4	0	0	0	0	4	4	\$ 1,364.00
	Address bidder's questions and prepare addenda	0	4	4	8	0	16	16	8	\$ 6,584.00
	Evaluate bids, bid tab, and prepare award recommendation ltr	0	4	0	0	0	0	4	4	\$ 1,364.00
	Subtotals	0	12	4	8	0	16	24	16	\$ 9,312.00
	TOTAL ALL TASKS	58	196	270	388	190	710	166	234	\$ 296,474.00
5	Subconsultant/Reimbursables Breakdown:							Lump Sum Total		\$ 296,474.00
	Description	Amount						Phase 5 - Subs/Reimbursables		\$ 225,932.00
	Survey (\$111,420) and SUE (\$90,312) Allowance - See attached Proposals	\$ 201,732.00								
	Geotech Allowance - See Ardaman Proposal	\$ 7,500.00								
	(4)Permit Application Fees (6 applications x \$950)	\$ 5,700.00								
	FEC Railroad Permit Fees	\$ 9,000.00								
	Printing/Reproduction/Postage	\$ 2,000.00								
	Total	\$ 225,932.00						GRAND TOTAL		\$ 522,406.00

April 13, 2021

Mr. Andrew Giannini
Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

Delivered via email

Re: *Proposal of Surveying and Mapping Services # 21-171*
_____ – North Commonwealth Water Main Improvements
Port Orange, Florida

Dear Mr. Giannini:

Sliger & Associates (S&A) is pleased to submit our proposal for Surveying and Mapping Services for the above referenced project.

SCOPE OF WORK

Task 1) Prepare specific purpose survey to establish the right of way lines and locate all improvements including elevations within the right of way and 10 feet beyond per the attached Mead & Hunt Company Survey/CAD requirements and scope of work.

^FEE: \$111,420.00

FEE FOR DELIVERABLES: Prints, Mylars, CDs and shipping charges will be billed at our current rates. An AutoCAD 2009 digital file will also be available

Any additional work will be performed at our standard hourly rates or negotiated at such time.

Professional Land Surveyor	\$125/hr
Project Manager	\$125/hr
Field Survey Crew	\$145/hr
CAD Technician	\$90/hr

April 13, 2021

Mr. Andrew Giannini

TERMS OF CONTRACT

Sliger & Associates will invoice monthly in accordance with percent complete and at the conclusion of the project. Payment will be due upon receipt of invoice. Any past due balances over 30 days are subject to 1.5% interest per month. It is understood that this agreement is between Sliger & Associates and the addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collections the client is responsible for the cost of collections including reasonable attorney's fees. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

We have included an acceptance block below. If this proposal is in accordance with your understanding of our agreement, an authorized agent of the firm accepting responsibility for payment should sign and return one copy of this proposal to execute the contract and expedite notice to proceed. Sliger & Associates will begin work upon receipt of a signed copy.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to this project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,



J.E. Zapert, P.L.S.

cc: File

By signing this proposal, I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

Signature

Printed Name

Date

Firm Name

Mead & Hunt - Company - Survey / CAD Requirements

SCOPE OF WORK:

Prepare specific purpose survey to establish the right-of-way lines and locate all improvements including elevations within the right-of-way, and ten-feet beyond the right-of-way, unless otherwise indicated.

The survey will include a minimum of three (3) state plane coordinates (NAVD 88 Vertical, NAD 83 Horizontal) to establish reference points. Establish right-of way lines utilizing existing survey monumentation. (Show found I.P. or monuments, etc. on drawings). Show approximately 50' of each intersecting side street right-of-way with improvements.

Indicate a survey base line with stations on drawings.

Additional information required: All visible above ground fixed improvements to include, but not limited to, edge of pavement or curb, parking lots, sidewalks, concrete pads, utility poles, tv and telephone boxes, manholes, storm drainage structures, shorelines, ditches, walls, fences, trees with type and size, shrubs, driveways (and type-concrete, asphalt dirt, gravel, shell, etc.), signs, mailboxes, water meters, sewer cleanouts, etc.

Show lot numbers and subdivision names with plat book and page number when applicable. Show approximate lot lines. Show addresses of residents along route. Indicate business with name and type of business. Indicate if vacant or undeveloped.

Show topographic cross section elevations at fifty (50) foot stations to 10' outside of right-of way and at any sudden change of grade. Typically, additional spot elevations shall be shown at street intersections and at driveways. Cross section shall show centerline and edge of pavement elevations and tops and bottoms of any swales or ditches.

Show vertical elevations of sanitary sewer and storm drainage structures. Indicate top and invert or flow line elevations of all pipes at structure. Show pipe sizes, type of material, and direction of flow. Show existing water levels at time of survey.

Coordinate locating additional buried utility facilities with the appropriate entity to establish location of underground telephone, tv, electric, gas, sanitary sewer, storm drainage, potable water, reclaimed water, etc. and indicate on plans. The survey firm shall establish a Design Ticket with Sunshine 811 and the ticket information shall be provided to Mead & Hunt.

Specific surveys performed for proposed new gravity sewer project require foot print of structure front and floor slab elevations. Surveys performed for new/replacement water mains require location of existing meters/services.

Specific surveys performed for Lift Station retrofits/replacements require the surveyor to verify the existing wet well dimensions.

DELIVERABLES:

- Surveyor shall use Civil 3D template provided by Mead & Hunt to create survey deliverable file
- Hard Copy – Surveyor shall deliver to Mead & Hunt one (1) initial 24" x 36" hard copy of survey for review. Upon approval from M&H, surveyor shall deliver four (4) signed and sealed 24" x 36" copies of survey.
- Electronic Copy – Surveyor shall deliver computer file on disk along with initial hard copy. File(s) shall be in Civil 3D Version 2017 or later format. E-transmit function shall be used to compile electronic files for transmittal.

The surveyor shall deliver one (1) contiguous Civil 3D file delivered in "model space" and a Surface file. Any use of these file as an XREF or formatting of sheet templates in "paper space" shall be for surveyors use only and will not affect the "base" files delivered to Mead & Hunt. Survey deliverables are to be created in Civil 3D. Points are to be native Civil 3D points.

The final "base" file shall have all layers turned "on" and thawed" so that all available information is displayed by default. Any construction lines, survey points, etc. and their associated layers that are not directly required by Mead & Hunt shall be removed from the drawing prior to delivery.

A descriptive layering scheme shall be used that accurately describes the entities contained in the layer. Duplicate on numbered layers are not acceptable.

Entities shall be on their correct layer. Example: Sewer entities on "sewer" layer associated sewer text on "sewer text" layer. All entities in the drawing shall be **"color and line type by layer"**.

Text sizes in the drawing shall be relative to the plotted scale. Scale shall be per Mead & Hunt Engineer.

Surveyor shall deliver revised files as need per Mead & Hunt's review and comment. All additional information shall be placed on a layer labeled "revisions".

GENERAL:

All survey work shall be performed in accordance with Minimum Technical Standards for Land Surveyors, Chapter 61G17-6, F.A.C. pursuant to Section 472.027, Florida Statutes.



ESTIMATE

Created Date 4/20/2021
Estimate Number 60905

Customer	Mead & Hunt	Name	Andrew Giannini
Billing Phone	(608) 273-6380	Phone	(386) 414-5052
Billing Address	2440 Deming Way Middleton, WI 53562 US	Email	andrew.giannini@meadhunt.com
Job Site Location	N Commonwealth WM Imp., Multiple Intersections, Port Orange, Florida, 32127		

Product	Invoice Description	Quantity	Sales Price	Total Price
Advantage Locate (hourly)	EM / GPR Utility designation	68.00	\$195.00	\$13,260.00
Cold Patch	Cold Patch	45.00	\$15.00	\$675.00
Miscellaneous	Flowable Fill	45.00	\$369.50	\$16,627.50
MOT Plans-Vac	MOT Plans for Vacuum Excavation project	15.00	\$195.00	\$2,925.00
Permit	ROW permit	1.00	\$500.00	\$500.00
Saw Cut	Saw Cutting	45.00	\$25.00	\$1,125.00
SUE Maint of Traff 4 (unit)	SUE Maintenance of Traffic Level 4 (unit rate)	12.00	\$1,400.00	\$16,800.00
Vacuum Excavation (Hourly)	soft surface excavation	64.00	\$225.00	\$14,400.00
Vacuum Excavation (Hourly)	Hard surface excavation	96.00	\$250.00	\$24,000.00

Grand Total \$90,312.50

Scope of Work

Customer SOW Design engineering

BHUG SOW **Client has requested an estimate for the following Scope of Work:**

- The following work is being performed to Quality Level B standards in accordance with CII/ASCE 38-02.
- Client has requested an estimate to horizontally locate detectable underground utilities within the fifteen (15) separate locations as shown in Magenta on the provided image.
- EM and Real-Time GPR Locating equipment will both be utilized to locate and mark the utility lines. A not to scale digital field sketch will be provided of our discoveries for surveying purposes. We will also provide pictures and the raw GPR data for review.
- Customer is advised the horizontal portion of this estimate is based on a 2-hour minimum, with a not to exceed limit. Any additional time required on site to complete the task beyond the 2-hour minimum will be invoiced in 15-minute increments @ \$48.75 per increment, not to exceed 68 hours.
- Customer is advised that Blood Hound utilizes water-based paint and flags to identify any discoveries onsite. If this is an issue, Blood Hound must be made aware of this when scheduling. All discoveries will be painted and flagged for surveying purposes.



ESTIMATE

Created Date 4/20/2021

Estimate Number 60905

- All findings will be marked according to APWA standard.
- Any available as-builts, engineered or other record drawings, if available, should be supplied to BHUG prior to commencement of field work.
- Estimate does not include any camera or surveying services.
- BHUG is not responsible for, moved, altered, obliterated or maintaining marks. BHUG will impose an additional fee to relocate/remark facilities.
- The performance of BHUG's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on site personnel is necessary to perform a complete survey.
- Results are dependent upon field conditions at the time of locating services. It may be necessary to have parked vehicles or machinery moved to allow for a full scan and to access structures.
- Estimate DOES NOT include the use of Robotic or Push/Pull Cameras for assistance in locating Sewer Lines or Laterals. These lines would attempt to be marked by EM / Rodder if possible or GPR. If lines are not able to be completely located, Blood Hound will arrow the direction of each line leaving a manhole.
- CUSTOMER IS ADVISED THAT LIMITATIONS EXIST IN LOCATING PLASTIC MATERIALS WITHOUT TRACEABLE WIRES ATTACHED.
-
- **The following work is being performed to Quality Level A standards in accordance with CII/ASCE 38-02.**
- **Vacuum Excavation will be utilized to provide the precise vertical position of the conflict or connection point utilities within the specific areas to be determined by the engineer of record based on our horizontal discoveries. Based on this request it is assumed that up to forty-five (45) soft surface and forty-five (45) hard surface excavations may be required.**
- **Customer is advised the vertical portion of this estimate is based on a 4 hour minimum. For estimating and budgetary purposes a line item for eight (8) days (soft excavation) and twelve (12) days (hard excavation) on site is being provided.**
- Test hole data forms will be provided with pertinent information to include size, function, depth, material (of pipes if known) and provide the precise horizontal and vertical position of any discoveries. Offsets will be provided to existing above ground features as well and all discoveries will be painted and flagged with all verification's staked with a semi-permanent marker for surveying purposes. A digital field sketch will be provided along with pictures of the areas in question.
- Cavities will be refilled with dry, native spoils (compacted in 6" lifts).*
- ****Please note, if required by the City or County, the above restoration for excavations within the roadway will include a flowable fill back-fill. A cold patch asphalt layer will be utilized after each test hole is performed by BHUG within the roadway. Separate line items are included for these services and will only be invoiced if required.***
- **Estimate does not include any final restoration such as hot mix asphalt or milling / resurfacing.** If final restoration is required by end client, city, state, or any other entity, that restoration will be the



ESTIMATE

Created Date 4/20/2021
Estimate Number 60905

responsibility of the client. Blood Hound does not perform final concrete or asphalt surfacing. BHUG will not perform any excavations thru sidewalk without prior permission. Test holes performed under the roadway will be repaired with an asphalt cold patch and any concrete surfaces will be repaired with a Quikrete type product.

- **Customer understands any fees required for permits and MOT services are provided and included in this estimate. MOT and Traffic Control is based on the twelve (12) days in conjunction with excavation. MOT plan cost is associated with fifteen (15) intersections.**
- All Survey work will be completed by others.

If the Scope of Work should change, or is different than listed on the estimate, please call our office for a revised estimate.

Quoted rates are exclusive to this estimate only. Rates quoted by Call Center Representatives are in effect unless otherwise stipulated within a formal estimate.

Please note estimate is valid for 90 days from the quote created date.

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.

PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.

If this is a prevailing wage job, please contact our office for a revised quote as this pricing does not reflect prevailing wage rates. If at some later date a project is determined to be a prevailing wage job, then any extra expense incurred by Blood Hound will be billed to the client.

The project estimate outlined in this specific proposal is valid for 90 days from the date of the proposal. Blood Hound reserves the right to review and adjust this estimate if client does not approve of the proposal within 90 days.

We look forward to working with you.

By signing this Estimate the client acknowledges that they accept the scope of work listed on the estimate, as well as the service rates provided and are providing Blood Hound with a Notice To Proceed (NTP) for the listed Project. If the scope of work should change while the work is in progress, any changes will be documented on the technician's field notes and signed off on by the client. Signing this estimate also acknowledges that the client agrees to the terms and conditions as they relate to payment for services rendered.

Signature: _____



ESTIMATE

Created Date 4/20/2021
Estimate Number 60905

Printed Name: _____
Date Signed: _____



June 10, 2020
Proposal File No. 2023-083
Revised April 16, 2021

Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Attention: Mr. Andrew Giannini, P.E.

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
N. Commonwealth Water System Improvements
Port Orange, Florida

Dear Mr. Giannini:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Giannini, the project includes the installation of approximately 22,000 lineal feet of new water main pipes that will be installed using the open cut method. The pipeline is anticipated to have approximately 3 to 8 feet of cover.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pipeline and associated structures. In addition, we will provide an estimate of the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Water Main Pipeline	15 Auger	10
(one boring every approximate 500 feet)	29 Auger	6

Prior to initiation of the field exploration program, an Ardaman representative will stake the soil boring locations in the field. Then, a utility locate will be initiated with Sunshine One-Call. Once the utility locate is completed, the field exploration will be initiated.

The auger borings drilled for the proposed pipeline will be drilled at a spacing of approximately one boring every 500 lineal feet at accessible locations within the proposed alignment. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations. The 6-foot deep auger borings would be drilled using a 3-inch diameter, hand-held bucket auger to a depth of 1 to 2 feet below the encountered groundwater level or to a maximum depth of 6 feet below existing ground surface, whichever is encountered first. The 10-foot deep

auger borings will be drilled using truck-mounted, 4-inch diameter continuous flight auger.

Each sample will be removed from the auger in the field and then examined and visually classified by our engineering technician. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

LABORATORY PROGRAM

Routine laboratory visual classification of the samples retrieved from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations for the following design parameters for the pipeline:

- Trench stability;
- Pipe bedding;
- Use of excavated soils;
- Backfill and compaction requirements;
- Potential removal of unsuitable foundation soils; and
- An estimated normal seasonal high groundwater table level at the boring locations.

Our recommendations for the pipeline, together with all data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The cost to complete the above scope of services will not exceed **\$7,500.00** without prior approval from the client.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) maintenance of traffic (MOT) and drilling access permits are not required to perform the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a written work order. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jason P. Manning".

Jason P. Manning, P.E.
Branch Manager



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities
Julia Wiggins, Public Works & Utilities Business Manager

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

DATE: April 27, 2021

SUBJECT: Mead & Hunt, Inc. – Task Authorization No 33 CA4619 – Design, Permitting and Bidding Assistance, North Commonwealth Water System Improvements

REQUEST:

The Public Works & Utilities Department is requesting City Council to approve Task Authorization No 33 under the Master Contract for Engineering Services with Mead & Hunt, Inc. for the engineering and design service as it relates to the North Commonwealth Water System Improvements in the amount not to exceed \$522,406.00.

PURPOSE:

This water system improvements project is part of Public Works & Utilities continued effort to upgrade the water distribution system in areas that have aging and undersized pipes and to extend the full life of the potable water distribution system.

CONSIDERATION:

Utilities staff continually evaluates the water and sewer infrastructure. Much of the existing water system in the Commonwealth Blvd. area was built in the 1950's & 60's. Over time the water system in this area has become unreliable and difficult to properly maintain due to unexpected leaks and main breaks. Additionally, many of the water mains in this area are undersized and flow rate capacities have been reduced due to internal pipe tuberculation. The City recently completed the water main replacement project on the area known as South Commonwealth.

The purpose of this project is to replace and upsize the existing aging water distribution system in the part of the City located north of Commonwealth Blvd, south of Dunlawton Ave, and between the railroad tracks and Ridgewood Ave. With this proposed project,

the existing water mains will be replaced, some will be upsized, and additional fire hydrants will be added to improve reliability and provide adequate fire flow to meet the latest fire protection standards. Additionally, the water system valving will be improved to aid future system maintenance and system control during water main breaks and preventative maintenance activities.

This project is a continuation of the recently completed South Commonwealth Water Main Replacement project completed in 2020. The North Commonwealth project will be designed under one task authorization but constructed as two separate phases. Once designed, staff will apply for grant funding opportunities. This project has been included in the 5-year CIP.

FUNDING:

North Commonwealth Water System Improvements
Project #: URP001 (Water System Replacements)
Fund – 401
Fund Name - Water and Sewer System
Cost Center – Water and Sewer
Program: W/S Distribution
Spend Category – Water Capital
TA Amount - \$522,406.00
Budget: \$645,750.00

RECOMMENDATION:

The Public Utilities Department recommends City Council to approve Task Authorization No 33 under the Master Contract for Engineering Services (CA4619) with Mead & Hunt, Inc. for the engineering and design service as it relates to the North Commonwealth Water System Improvements in the amount not to exceed \$522,406.00.

ANTICIPATED SCHEDULE:

- a) Council Meeting – June 1, 2021
- b) Executed Task Authorization – June 2, 2021
- c) Design and permitting completed 430 Days from NTP

ATTACHMENTS:

1. Mead & Hunt Scope of Services and Fee Estimate for North Commonwealth Water System Improvements.



April 26, 2021

Junos Reed, P.E.
Engineering and Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: jureed@port-orange.org
Hard Copy Mailed Only on Request

**RE: CITY OF PORT ORANGE
NORTH COMMONWEALTH WATER MAIN IMPROVEMENTS
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Reed,

We are pleased to present the enclosed scope of services and fee estimate for the above referenced project, as requested. The attached scope of services describes, in detail, what our firm understands to be required for this project. The project consists of design, permitting and bidding assistance for the water main replacements in the area north of Commonwealth Boulevard between Ridgewood Avenue and the FEC Railroad, as shown in Attachment 'B'.

Mead & Hunt is well qualified to perform these services as we have provided engineering, design, permitting, and construction services on many similar projects of this type for the City of Port Orange and municipalities throughout East Central Florida.

We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc

Andrew M. Giannini, P.E.
Senior Project Manager/Associate

Brad T. Blais, P.E.
Vice President/Market Leader

AMG/BTB:bf

Enclosures: Attachment 'A' - Scope of Services and Fee Estimate
Attachment 'B' - Project Limits
Attachment 'C' - Fee Estimate
Subconsultant Proposals (Sliger, Bloodhound, Ardaman)

ATTACHMENT 'A'
CITY OF PORT ORANGE
NORTH COMMONWEALTH WATER MAIN IMPROVEMENTS
SCOPE OF SERVICES AND FEE ESTIMATE

GENERAL

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

BACKGROUND

The CITY's Utilities Department desires to replace substandard water mains and associated fittings, valves and fire hydrants located in eastern Port Orange in the area south of Commonwealth Boulevard north of Nova Road between FEC Railroad and Nova Road. The project is intended to improve the level of service and reliability of the water system as part of the CITY's ongoing capital improvement program.

The water mains within the subject area were originally installed circa 1950 and are nearing the end of their service life. During the past few years, the CITY has experienced multiple instances of asbestos concrete pipe (ACP) failing and small galvanized pipe being plugged due to corrosion. The existing water mains will be replaced with modern materials to aid in improving fire flow capabilities and system reliability. The CITY's Master Utility Plan and Capital Improvement Program have identified the need for new pipe within the subject distribution system area. Right of way jurisdiction throughout the project limits include FDOT and Volusia County. The work will consist of the following:

1. Replace or upsize approximately 22,000 LF of water mains, of varying sizes and material, with PVC C900 water main. Replace all associated fittings, valves, and fire hydrants within the project area.
2. New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.
3. New fire hydrants will be added per CITY Code of Ordinances and/or Fire Department, latest standards.

Project Limits:

US 1 – from Church Street South to Niver Street with minor gaps	7,522 FT
Wellman Street – from Orange Avenue East to Lafayette Street	460 FT
Orange Avenue – Dunlawton Ave to Church Street plus Grant St to Fox Place	750 FT
Lafayette Street – from Grant Street North to Church Street	865 FT
Church Street – from Lafayette Street East to US 1	625 FT
Fox Place – from Virginia Avenue East to US 1	1,516 FT
Oak Street – from Spruce Creek Road East to US 1	3,346 FT
Jefferson Avenue – from White Place North to Oak Street	1,321 FT
'A' Street – from Jefferson Avenue East to Monroe Place	217 FT

White Place – from Jefferson Avenue West to 280' West of Lafayette Street	548 FT
Fleming Avenue – from US 1 run West, North and West to end of road	1,250 FT
Sail Court – from Orange Boulevard North to cul-de-sac	353 FT
Taylor Avenue – from Commonwealth Boulevard North to Orchard Street	1,725 FT
Lafayette Street – Oak Street to Fox Place	985 FT
Virginia Avenue – Oak Street to Fox Place	600 FT
TOTAL	22,083 FT

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT AND MEETINGS

MEAD & HUNT'S Project Manager (PM) will manage the project staff, administer services, attend meetings, and conduct QA/QC activities for all work products, including:

1. Project coordination and invoices.
2. Facilitate, attend, and prepare notes of formal meetings.
3. Meeting notes will document discussions during the meeting and resultant action items. These and other written correspondence will be transmitted to CITY via e-mail. MEAD & HUNT will participate in the following meetings.
4. MEAD & HUNT will control the quality of work products delivered to the CITY by implementing a quality assurance and control process, which includes:
 - a. Independent technical review by technical experts to review alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, conflicts, etc.
 - b. Independent review of each technical work product before its submission to the CITY.

PHASE 2 – DESIGN INCLUDING SURVEY AND INVESTIGATIONS

MEAD & HUNT will utilize Sliger and Associates to provide right-of-way and topographic survey, and underground utility location information for the survey product for the project. Bloodhound will provide subsurface underground engineering (S.U.E.). Ardaman and Associates will provide geotechnical investigations for the route of the proposed new water mains.

Surveying

Provide surveying services to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC. Section 472.027 of the Florida Statutes. The survey will include the routes described above.

Subsurface Utility Engineering (SUE)

Provide the following Level "A" Utility Locating services:

1. Premark the requested locate areas in the field per Low Impact Guidelines, Section 556.114, F.S.

2. Contact Sunshine One Call to register excavation ticket(s), including supplemental contact with utility company/contracted locator and verification of positive responses.
3. Utilize air and vacuum or other non-destructive excavation (up to 8 feet deep) to expose the known existing underground utilities at the following estimated intervals and/or number of locations. All designated utilities at 200 foot intervals along the corridor to develop "utility location cross sections".
4. Attempt to verify size and type of exposed utility, record information.
5. Collect horizontal and vertical location of exposed utility, including measurements to three visible features to enable the data to be added to mapping and enable future recovery, record information.
6. Coordinate collection of horizontal and vertical location of exposed utility with survey sub-consultant.
7. Fill and compact the excavations utilizing the removed material
8. Repair damaged sod, minor concrete pavement, gravel, etc.
9. Provide required Maintenance of Traffic (MOT) equipment and setup

Deliverables: Sketches reflecting all collected information in hard copy and electronic format.

Design

The design scope will include the following tasks:

MEAD & HUNT will collect and review available data from the CITY, FDOT and utilities on existing and proposed facilities, sizes, elevations, materials, and operational data. MEAD & HUNT will determine location and size of all utilities, right-of-way or easement requirements and construction restraints such as isolation of lines, maintenance of traffic and coordination with other applicable governmental entities.

30% Design Development

MEAD & HUNT will develop preliminary (30%) plans and an outline of the specifications that reflect the proposed improvements. The preliminary design will include an analysis of pipe sizing, valve and fire hydrant spacing based on current CITY standards. MEAD & HUNT will provide a 30% engineer's opinion of probable construction cost (EOPCC).

The 30% submittal package will be submitted to the CITY for review and comment. The submittal will include drawings, technical specifications outline, and the EOPCC. Two (2) copies of the submittal package will be provided to the CITY. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Deliverables – 30% Design

- 30% Design Drawings
- 30% EOPCC

60% Design Development

MEAD & HUNT will develop 60% plans and specifications that reflect the proposed improvements at both locations as specified in the final PDR. The CITY's standard front-end contract documents will be used and coordinated with the MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include drawings, technical specifications, and the EOPCC. Two (2) copies of the submittal package will be provided to the CITY. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC
- 30% comment/response log

90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. The MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include drawings, technical specifications, and the 90% EOPCC. Two (2) copies of the submittal package will be provided to the CITY. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. The MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 3 - PERMITTING

Required permits - VCDOH, FDOT Utility and FEC Railroad Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with each FDOT and FEC to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions to the preliminary design recommendations will be reviewed with the CITY and incorporated into the various design components. VCDOH does not typically require a pre-application meeting.

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and the input from pre-application meeting. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of all final applications and permits. All permit fees are included in the allowance of this proposal. Fees for licensing agreements with FEC are not included.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

1. Submit signed and sealed permit applications and construction documents.
2. Respond to all Requests for Additional Information (RAI) as required.
3. All permit fees, including application, inspection, and other fees to be paid by MEAD & HUNT. An allowance for such is included.

Deliverables – Permitting

- Final Specific Permit to Construct PWS Components application and final permit
- Final FDOT Right-of-Way Permit application and final permit
- Final FEC Railroad Utility Permit application

PHASE 4 – BIDDING ASSISTANCE

It is understood that the CITY desires to construct the project in multiple phases. The bidding assistance phase will include the MEAD & HUNT's assistance for one phase of the project. Subsequent phases will be covered under a separate contract. The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Pre-Bid Meeting

MEAD & HUNT will attend and lead a pre-bid meeting at CITY offices to review the project details before bids are submitted.

Addenda and Requests for Additional Information (RAI's)

MEAD & HUNT will respond to RAI's during the bid period. All requests and responses will be documented and submitted to the CITY for distribution to potential bidders. Where a RAI that requires an addendum to sufficiently provide the requested information, MEAD & HUNT will prepare and submit addenda to the CITY for distribution to potential bidders.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables

- RAI Response
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Contaminated soils investigation
- R/W survey or easement/right of way acquisition
- Design/coordination of relocation of other CITY or private utilities
- Design of any needed drainage modifications, design of private/customer piping modifications

COMPENSATION

MEAD & HUNT proposes to complete the above stated work for an estimated fee of **Five Hundred Twenty-Two Thousand Four Hundred Six and no/100 Dollars.** These fees are based on the attached estimated man hour schedule as Attachment 'C'. The sub-task lump sums include various allowances as shown below and in the attached schedule. Any additional work will be completed on a time and expense basis. Fees will be adjusted accordingly due to actual costs of the allowance items.

			<u>Fee Basis</u>
Phase 1	Project Management and Meetings	\$25,184	Lump Sum
Phase 2	Design less subconsultants	\$222,716	Lump Sum
Phase 3	Permitting	\$39,262	Lump Sum
Phase 4	Bidding Assistance	\$9,312	Lump Sum
Phase 5	Subconsultants/Reimbursables Allowance	<u>\$225,932</u>	Time & Expense
Total Estimated Fees		\$522,406	

SCHEDULE

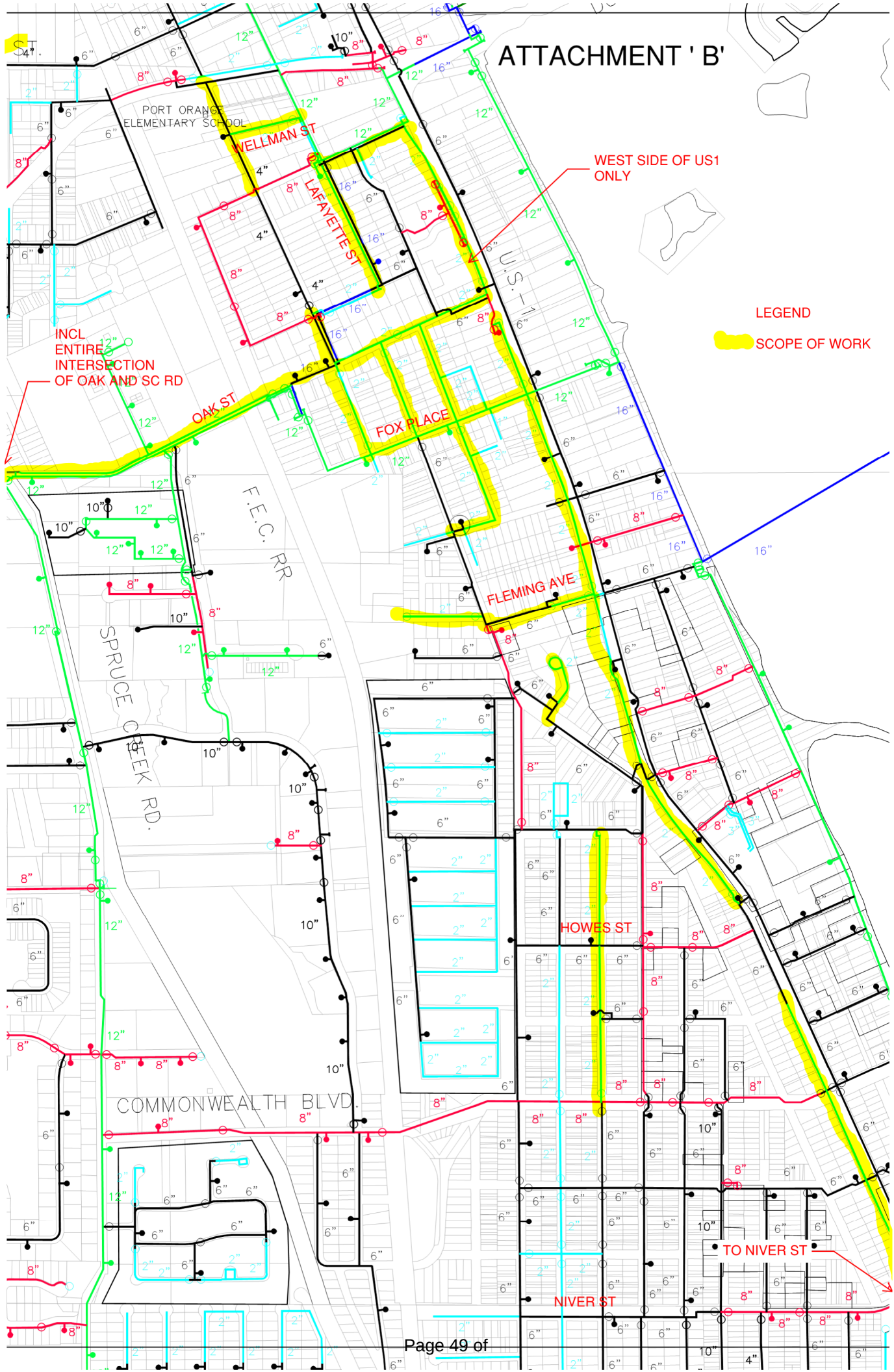
MEAD & HUNT estimates the work to be completed according to the following:

<u>Activity</u>	<u>Duration</u>
Survey, SUE, and Geotechnical Investigation	90 Days from NTP
30% Plans	60 days from receipt of survey
60% Plans & Specifications	45 days from receipt of comments from CITY on 30% Plans
90% Plans & Specifications	30 days from receipt of comments from CITY on 60% Plans
100% Plans & Specifications	30 days from receipt of comments from CITY on 90% Plans
Permitting	Per permitting agency review schedule (assumed 90 days)
Bidding Assistance	Per CITY bidding schedule (assumed 60 days)

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT, MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, CITY Clerk, Robin Fenwick, (386) 506-5566, rfeenwick@port-orange.org.

ATTACHMENT ' B'





CITY OF PORT ORANGE
NORTH COMMONWEALTH WATER SYSTEM IMPROVEMENTS

ESTIMATED MANHOUR SCHEDULE
PREPARED ON APRIL 26, 2021

Phase Reference	Description	Principal (hours)	Project Manager (hours)	Professional Engineer (hours)	Senior Technician (hours)	Technician IV (hours)	Technician III (hours)	Admin Assistant (hours)	Clerical (hours)	Total Task (\$)
	Hourly Rate	\$196.00	\$179.00	\$165.00	\$152.00	\$140.00	\$124.00	\$89.00	\$73.00	See Below
1	Project Management and Meetings									
	Project Coordination (Assume 1 hr/week for project duration)	2	36	16	0	0	0	48	24	\$ 15,500.00
	Kick-Off Meeting	2	4	4	4	2	2	2	2	\$ 3,228.00
	60% Review Meeting	2	4	4	4	2	2	2	2	\$ 3,228.00
	90% Review Meeting	2	4	4	4	2	2	2	2	\$ 3,228.00
	Subtotals	8	48	28	12	6	6	54	30	\$ 25,184.00
2	Design									
	Utility Coordination	0	4	8	16	8	16	8	16	\$ 9,452.00
	Survey & Geotech Coordination	0	4	4	8	16	0	8	20	\$ 7,004.00
	Field Investigation & Review of SUE Data	0	4	8	16	16	0	8	16	\$ 8,588.00
	Prepare 30% documents for review by the City	8	16	32	64	8	240	4	8	\$ 51,260.00
	30% QA/QC		4	16	32	4	16	4	8	\$ 11,704.00
	Prepare 60% documents for review by the City	8	16	32	48	8	180	4	8	\$ 41,388.00
	60% QA/QC		4	16	32	4	16	4	8	\$ 11,704.00
	Prepare 90% documents for review by the City	4	8	20	44	8	96	4	8	\$ 26,168.00
	90% QA/QC		4	16	32	4	16	4	8	\$ 11,704.00
	Prepare 100% IFB design plans and specs	8	16	16	16	16	40	4	8	\$ 17,644.00
	100% QA/QC	8	8	16	16	4	16	4	8	\$ 11,556.00
	Prepare correspondence, deliverables at 60%, 90% and 100% IFB	4	16	20	16	16	16	4	8	\$ 14,544.00
	Subtotals	40	104	204	340	112	652	60	124	\$ 222,716.00
3	Permitting									
	VCDOH/FDEP (prepare application)	2	4	2	8	8	12	8	16	\$ 7,142.00
	FDOT (Pre-App, prepare application)	4	8	4	0	4	12	4	8	\$ 5,864.00
	FEC Railroad Utility Crossing	4	8	4	0	4	12	4	8	\$ 5,864.00
	Submit signed/sealed permit applications/construction documents (2 hr/agency)	0	4	8	0	16	0	4	16	\$ 5,800.00
	Respond to one RAI from each permitting agency		8	16	20	40	0	8	16	\$ 14,592.00
	Subtotals	10	32	34	28	72	36	28	64	\$ 39,262.00
4	Bidding Assistance									
	Attend bid opening	0	4	0	0	0	0	4	4	\$ 1,364.00
	Address bidder's questions and prepare addenda	0	4	4	8	0	16	16	8	\$ 6,584.00
	Evaluate bids, bid tab, and prepare award recommendation ltr	0	4	0	0	0	0	4	4	\$ 1,364.00
	Subtotals	0	12	4	8	0	16	24	16	\$ 9,312.00
	TOTAL ALL TASKS	58	196	270	388	190	710	166	234	\$ 296,474.00
5	Subconsultant/Reimbursables Breakdown:							Lump Sum Total		\$ 296,474.00
	Description	Amount						Phase 5 - Subs/Reimbursables		\$ 225,932.00
	Survey (\$111,420) and SUE (\$90,312) Allowance - See attached Proposals	\$ 201,732.00								
	Geotech Allowance - See Ardaman Proposal	\$ 7,500.00								
	(4)Permit Application Fees (6 applications x \$950)	\$ 5,700.00								
	FEC Railroad Permit Fees	\$ 9,000.00								
	Printing/Reproduction/Postage	\$ 2,000.00								
	Total	\$ 225,932.00						GRAND TOTAL		\$ 522,406.00

April 13, 2021

Mr. Andrew Giannini
Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

Delivered via email

Re: *Proposal of Surveying and Mapping Services # 21-171*
_____ – North Commonwealth Water Main Improvements
Port Orange, Florida

Dear Mr. Giannini:

Sliger & Associates (S&A) is pleased to submit our proposal for Surveying and Mapping Services for the above referenced project.

SCOPE OF WORK

Task 1) Prepare specific purpose survey to establish the right of way lines and locate all improvements including elevations within the right of way and 10 feet beyond per the attached Mead & Hunt Company Survey/CAD requirements and scope of work.

^FEE: \$111,420.00

FEE FOR DELIVERABLES: Prints, Mylars, CDs and shipping charges will be billed at our current rates. An AutoCAD 2009 digital file will also be available

Any additional work will be performed at our standard hourly rates or negotiated at such time.

Professional Land Surveyor	\$125/hr
Project Manager	\$125/hr
Field Survey Crew	\$145/hr
CAD Technician	\$90/hr

April 13, 2021

Mr. Andrew Giannini

TERMS OF CONTRACT

Sliger & Associates will invoice monthly in accordance with percent complete and at the conclusion of the project. Payment will be due upon receipt of invoice. Any past due balances over 30 days are subject to 1.5% interest per month. It is understood that this agreement is between Sliger & Associates and the addressee and payment is not contingent on payment from a third party. If it becomes necessary to seek collections the client is responsible for the cost of collections including reasonable attorney's fees. In the event of a dispute the venue for the resolution of the dispute will be Volusia County, Florida.

We have included an acceptance block below. If this proposal is in accordance with your understanding of our agreement, an authorized agent of the firm accepting responsibility for payment should sign and return one copy of this proposal to execute the contract and expedite notice to proceed. Sliger & Associates will begin work upon receipt of a signed copy.

Thank you for considering Sliger & Associates. Should you have any questions regarding our approach to this project or wish to discuss the project in more detail, please do not hesitate to call.

Sincerely,



J.E. Zapert, P.L.S.

cc: File

By signing this proposal, I hereby acknowledge that I have read and accept the terms of this proposal individually and on behalf of the corporation.

Signature

Printed Name

Date

Firm Name

Mead & Hunt - Company - Survey / CAD Requirements

SCOPE OF WORK:

Prepare specific purpose survey to establish the right-of-way lines and locate all improvements including elevations within the right-of-way, and ten-feet beyond the right-of-way, unless otherwise indicated.

The survey will include a minimum of three (3) state plane coordinates (NAVD 88 Vertical, NAD 83 Horizontal) to establish reference points. Establish right-of way lines utilizing existing survey monumentation. (Show found I.P. or monuments, etc. on drawings). Show approximately 50' of each intersecting side street right-of-way with improvements.

Indicate a survey base line with stations on drawings.

Additional information required: All visible above ground fixed improvements to include, but not limited to, edge of pavement or curb, parking lots, sidewalks, concrete pads, utility poles, tv and telephone boxes, manholes, storm drainage structures, shorelines, ditches, walls, fences, trees with type and size, shrubs, driveways (and type-concrete, asphalt dirt, gravel, shell, etc.), signs, mailboxes, water meters, sewer cleanouts, etc.

Show lot numbers and subdivision names with plat book and page number when applicable. Show approximate lot lines. Show addresses of residents along route. Indicate business with name and type of business. Indicate if vacant or undeveloped.

Show topographic cross section elevations at fifty (50) foot stations to 10' outside of right-of way and at any sudden change of grade. Typically, additional spot elevations shall be shown at street intersections and at driveways. Cross section shall show centerline and edge of pavement elevations and tops and bottoms of any swales or ditches.

Show vertical elevations of sanitary sewer and storm drainage structures. Indicate top and invert or flow line elevations of all pipes at structure. Show pipe sizes, type of material, and direction of flow. Show existing water levels at time of survey.

Coordinate locating additional buried utility facilities with the appropriate entity to establish location of underground telephone, tv, electric, gas, sanitary sewer, storm drainage, potable water, reclaimed water, etc. and indicate on plans. The survey firm shall establish a Design Ticket with Sunshine 811 and the ticket information shall be provided to Mead & Hunt.

Specific surveys performed for proposed new gravity sewer project require foot print of structure front and floor slab elevations. Surveys performed for new/replacement water mains require location of existing meters/services.

Specific surveys performed for Lift Station retrofits/replacements require the surveyor to verify the existing wet well dimensions.

DELIVERABLES:

- Surveyor shall use Civil 3D template provided by Mead & Hunt to create survey deliverable file
- Hard Copy – Surveyor shall deliver to Mead & Hunt one (1) initial 24" x 36" hard copy of survey for review. Upon approval from M&H, surveyor shall deliver four (4) signed and sealed 24" x 36" copies of survey.
- Electronic Copy – Surveyor shall deliver computer file on disk along with initial hard copy. File(s) shall be in Civil 3D Version 2017 or later format. E-transmit function shall be used to compile electronic files for transmittal.

The surveyor shall deliver one (1) contiguous Civil 3D file delivered in "model space" and a Surface file. Any use of these file as an XREF or formatting of sheet templates in "paper space" shall be for surveyors use only and will not affect the "base" files delivered to Mead & Hunt. Survey deliverables are to be created in Civil 3D. Points are to be native Civil 3D points.

The final "base" file shall have all layers turned "on" and thawed" so that all available information is displayed by default. Any construction lines, survey points, etc. and their associated layers that are not directly required by Mead & Hunt shall be removed from the drawing prior to delivery.

A descriptive layering scheme shall be used that accurately describes the entities contained in the layer. Duplicate on numbered layers are not acceptable.

Entities shall be on their correct layer. Example: Sewer entities on "sewer" layer associated sewer text on "sewer text" layer. All entities in the drawing shall be **"color and line type by layer"**.

Text sizes in the drawing shall be relative to the plotted scale. Scale shall be per Mead & Hunt Engineer.

Surveyor shall deliver revised files as need per Mead & Hunt's review and comment. All additional information shall be placed on a layer labeled "revisions".

GENERAL:

All survey work shall be performed in accordance with Minimum Technical Standards for Land Surveyors, Chapter 61G17-6, F.A.C. pursuant to Section 472.027, Florida Statutes.



ESTIMATE

Created Date 4/20/2021
Estimate Number 60905

Customer	Mead & Hunt	Name	Andrew Giannini
Billing Phone	(608) 273-6380	Phone	(386) 414-5052
Billing Address	2440 Deming Way Middleton, WI 53562 US	Email	andrew.giannini@meadhunt.com
Job Site Location	N Commonwealth WM Imp., Multiple Intersections, Port Orange, Florida, 32127		

Product	Invoice Description	Quantity	Sales Price	Total Price
Advantage Locate (hourly)	EM / GPR Utility designation	68.00	\$195.00	\$13,260.00
Cold Patch	Cold Patch	45.00	\$15.00	\$675.00
Miscellaneous	Flowable Fill	45.00	\$369.50	\$16,627.50
MOT Plans-Vac	MOT Plans for Vacuum Excavation project	15.00	\$195.00	\$2,925.00
Permit	ROW permit	1.00	\$500.00	\$500.00
Saw Cut	Saw Cutting	45.00	\$25.00	\$1,125.00
SUE Maint of Traff 4 (unit)	SUE Maintenance of Traffic Level 4 (unit rate)	12.00	\$1,400.00	\$16,800.00
Vacuum Excavation (Hourly)	soft surface excavation	64.00	\$225.00	\$14,400.00
Vacuum Excavation (Hourly)	Hard surface excavation	96.00	\$250.00	\$24,000.00

Grand Total \$90,312.50

Scope of Work

Customer SOW Design engineering

BHUG SOW **Client has requested an estimate for the following Scope of Work:**

- The following work is being performed to Quality Level B standards in accordance with CII/ASCE 38-02.
- Client has requested an estimate to horizontally locate detectable underground utilities within the fifteen (15) separate locations as shown in Magenta on the provided image.
- EM and Real-Time GPR Locating equipment will both be utilized to locate and mark the utility lines. A not to scale digital field sketch will be provided of our discoveries for surveying purposes. We will also provide pictures and the raw GPR data for review.
- Customer is advised the horizontal portion of this estimate is based on a 2-hour minimum, with a not to exceed limit. Any additional time required on site to complete the task beyond the 2-hour minimum will be invoiced in 15-minute increments @ \$48.75 per increment, not to exceed 68 hours.
- Customer is advised that Blood Hound utilizes water-based paint and flags to identify any discoveries onsite. If this is an issue, Blood Hound must be made aware of this when scheduling. All discoveries will be painted and flagged for surveying purposes.



ESTIMATE

Created Date 4/20/2021

Estimate Number 60905

- All findings will be marked according to APWA standard.
- Any available as-builts, engineered or other record drawings, if available, should be supplied to BHUG prior to commencement of field work.
- Estimate does not include any camera or surveying services.
- BHUG is not responsible for, moved, altered, obliterated or maintaining marks. BHUG will impose an additional fee to relocate/remark facilities.
- The performance of BHUG's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on site personnel is necessary to perform a complete survey.
- Results are dependent upon field conditions at the time of locating services. It may be necessary to have parked vehicles or machinery moved to allow for a full scan and to access structures.
- Estimate DOES NOT include the use of Robotic or Push/Pull Cameras for assistance in locating Sewer Lines or Laterals. These lines would attempt to be marked by EM / Rodder if possible or GPR. If lines are not able to be completely located, Blood Hound will arrow the direction of each line leaving a manhole.
- CUSTOMER IS ADVISED THAT LIMITATIONS EXIST IN LOCATING PLASTIC MATERIALS WITHOUT TRACEABLE WIRES ATTACHED.
-
- **The following work is being performed to Quality Level A standards in accordance with CII/ASCE 38-02.**
- **Vacuum Excavation will be utilized to provide the precise vertical position of the conflict or connection point utilities within the specific areas to be determined by the engineer of record based on our horizontal discoveries. Based on this request it is assumed that up to forty-five (45) soft surface and forty-five (45) hard surface excavations may be required.**
- **Customer is advised the vertical portion of this estimate is based on a 4 hour minimum. For estimating and budgetary purposes a line item for eight (8) days (soft excavation) and twelve (12) days (hard excavation) on site is being provided.**
- Test hole data forms will be provided with pertinent information to include size, function, depth, material (of pipes if known) and provide the precise horizontal and vertical position of any discoveries. Offsets will be provided to existing above ground features as well and all discoveries will be painted and flagged with all verification's staked with a semi-permanent marker for surveying purposes. A digital field sketch will be provided along with pictures of the areas in question.
- Cavities will be refilled with dry, native spoils (compacted in 6" lifts).*
- ****Please note, if required by the City or County, the above restoration for excavations within the roadway will include a flowable fill back-fill. A cold patch asphalt layer will be utilized after each test hole is performed by BHUG within the roadway. Separate line items are included for these services and will only be invoiced if required.***
- **Estimate does not include any final restoration such as hot mix asphalt or milling / resurfacing.** If final restoration is required by end client, city, state, or any other entity, that restoration will be the



ESTIMATE

Created Date 4/20/2021

Estimate Number 60905

responsibility of the client. Blood Hound does not perform final concrete or asphalt surfacing. BHUG will not perform any excavations thru sidewalk without prior permission. Test holes performed under the roadway will be repaired with an asphalt cold patch and any concrete surfaces will be repaired with a Quikrete type product.

- **Customer understands any fees required for permits and MOT services are provided and included in this estimate. MOT and Traffic Control is based on the twelve (12) days in conjunction with excavation. MOT plan cost is associated with fifteen (15) intersections.**
- All Survey work will be completed by others.

If the Scope of Work should change, or is different than listed on the estimate, please call our office for a revised estimate.

Quoted rates are exclusive to this estimate only. Rates quoted by Call Center Representatives are in effect unless otherwise stipulated within a formal estimate.

Please note estimate is valid for 90 days from the quote created date.

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.

PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.

If this is a prevailing wage job, please contact our office for a revised quote as this pricing does not reflect prevailing wage rates. If at some later date a project is determined to be a prevailing wage job, then any extra expense incurred by Blood Hound will be billed to the client.

The project estimate outlined in this specific proposal is valid for 90 days from the date of the proposal. Blood Hound reserves the right to review and adjust this estimate if client does not approve of the proposal within 90 days.

We look forward to working with you.

By signing this Estimate the client acknowledges that they accept the scope of work listed on the estimate, as well as the service rates provided and are providing Blood Hound with a Notice To Proceed (NTP) for the listed Project. If the scope of work should change while the work is in progress, any changes will be documented on the technician's field notes and signed off on by the client. Signing this estimate also acknowledges that the client agrees to the terms and conditions as they relate to payment for services rendered.

Signature: _____



ESTIMATE

Created Date 4/20/2021
Estimate Number 60905

Printed Name: _____
Date Signed: _____



June 10, 2020
Proposal File No. 2023-083
Revised April 16, 2021

Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Attention: Mr. Andrew Giannini, P.E.

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
N. Commonwealth Water System Improvements
Port Orange, Florida

Dear Mr. Giannini:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Giannini, the project includes the installation of approximately 22,000 lineal feet of new water main pipes that will be installed using the open cut method. The pipeline is anticipated to have approximately 3 to 8 feet of cover.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pipeline and associated structures. In addition, we will provide an estimate of the normal seasonal high groundwater table level at the boring locations. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Water Main Pipeline	15 Auger	10
(one boring every approximate 500 feet)	29 Auger	6

Prior to initiation of the field exploration program, an Ardaman representative will stake the soil boring locations in the field. Then, a utility locate will be initiated with Sunshine One-Call. Once the utility locate is completed, the field exploration will be initiated.

The auger borings drilled for the proposed pipeline will be drilled at a spacing of approximately one boring every 500 lineal feet at accessible locations within the proposed alignment. The number of borings and the boring spacing may be adjusted pending access to the soil boring locations. The 6-foot deep auger borings would be drilled using a 3-inch diameter, hand-held bucket auger to a depth of 1 to 2 feet below the encountered groundwater level or to a maximum depth of 6 feet below existing ground surface, whichever is encountered first. The 10-foot deep

auger borings will be drilled using truck-mounted, 4-inch diameter continuous flight auger.

Each sample will be removed from the auger in the field and then examined and visually classified by our engineering technician. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

LABORATORY PROGRAM

Routine laboratory visual classification of the samples retrieved from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations for the following design parameters for the pipeline:

- Trench stability;
- Pipe bedding;
- Use of excavated soils;
- Backfill and compaction requirements;
- Potential removal of unsuitable foundation soils; and
- An estimated normal seasonal high groundwater table level at the boring locations.

Our recommendations for the pipeline, together with all data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The cost to complete the above scope of services will not exceed **\$7,500.00** without prior approval from the client.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) maintenance of traffic (MOT) and drilling access permits are not required to perform the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by issuing a written work order. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jason P. Manning".

Jason P. Manning, P.E.
Branch Manager



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: Yes

SUBJECT: (C8b) Approval of Task Authorization No 32 to Mead and Hunt, Inc. for the design of the Water Reclamation Facility (WRF) generator replacement and Electrical Upgrades

DEPARTMENT: Public Utilities

GOAL: Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 32 to the contract (CA4619) with Mead and Hunt Inc. for the amount of \$274,896.00 for the design, permitting, and bidding services to replace the emergency generator and upgrade the generator electrical feed at the reclaimed water plant; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: One of the two emergency generators at the Water Reclamation Facility has reached its useful life (20+ years) and needs to be replaced. In addition, the motor control center (MCC) needs to be upgraded to ensure there is no interruption of operations in the treatment and disposal of wastewater. Mead & Hunt Inc. have submitted a proposal for the generator replacement and electrical upgrades for a cost of \$274,896.00. The proposal includes design, permitting, and bidding services to upgrade the southern electrical service equipment feed to include breakers, switchgear and Variable Frequency Drives (VFD) within the structure; relocate and replace the existing emergency generator, automatic transfer switch (ATS) and fuel storage tank. Mead & Hunt will be the primary consultant for design and bidding services and they will engage the services of Bailey Engineering Consultants for electrical and instrumentation engineering services.

Project Funding Account No.: Fund: 403 Name: Water & Sewer R&R Fund
No.: SSP018 Cost Center: Water and Sewer Program: Wastewater Treatment Tag:
 SSP018 Spend Category: Equipment Capital

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Department Justification Memo - MH TA32 WRF Gen and Electric 5 17 2021	Department Justification Memo - MH TA32 WRF Gen and Electric 5 17 2021.docx
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2.	Proposal Mead Hunt WRF Generator Replacement and EI	Proposal Mead Hunt WRF GEnerator Replacement and EI.pdf
Julia Wiggins	Created/Initiated - 4/21/2021	
Kynah Cockcroft	Approved - 4/21/2021	
Julia Wiggins	Approved - 4/21/2021	
Junos Reed	Approved - 4/21/2021	
Steve Parnell	Approved - 4/28/2021	
Lynn Stevens	Approved - 5/4/2021	
Lupe Reyna-Coffin	Approved - 5/13/2021	
Scott Neils	Approved - 5/13/2021	
Matthew Jones	Approved - 5/14/2021	
Wayne Clark	Approved - 5/26/2021	
Robin Fenwick	Final Approval - 5/26/2021	



City of Port Orange Public Utilities and Works Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Junos Reed, P.E., Public Works & Utilities Engineering and Construction Manager
Steve Parnell, Deputy Director of Public Utilities

FROM: Julia Wiggins, Public Works & Utilities Budget Analyst

DATE: April 20, 2021

SUBJECT: Mead & Hunt –Task Authorization No.32 CA4619 Water Reclamation Facility Generator Replacement & Electrical Upgrades

REQUEST:

The Public Works & Utilities Department is requesting the City Council approve Mead & Hunt Task Authorization No. 32 to contract CA4619 for Design and Bidding Assistance services for the Water Reclamation Facility Generator Replacement & Electrical Upgrades project in the amount not to exceed \$274,896.00.

PURPOSE:

This project involves the design, permitting, and bidding assistance to replace the existing generator and replace/upgrade the southern electrical control system to ensure uninterrupted treatment and disposal of wastewater in accordance with Florida Department of Environmental Protection (FDEP) permits and regulations.

CONSIDERATION:

The Water Reclamation Facility is designed with two incoming commercial power sources (FPL). One power feed enters from the south end of the plant and the second feed enters from the north end. Each feed has a separate power meter. Each of the two incoming power services feed into a separate 1600- amp motor control center (MCC). Each MCC is equipped with various breakers, switchgear, variable frequency drives (VFD's), and automatic transfer switch (ATS) to supply auxiliary power from an external generator. Both generators are over 20 years old and the MCC equipment is over 30 years old.

The Florida Department of Environmental Protection permits the operations of the treatment plant. Part of that permit is the requirement to ensure continuous plant operations even in the event of a power outage. As outlined above, the plant is equipped with two generators, one for the south feed and one for the north feed. Neither generator can support the entire plant operation. The generator and ATS for the south end of the plant has had numerous failures over the past three years. In fact, since August 2018, the City has spent over \$250,000 in repairs and rental generators to ensure continued power supply. One of the main reasons for the south unit failures is the significant corrosion of metal components due to its proximity to the raw sewage influent structure.

The existing generator, ATS, MCC equipment are all outdated, beyond their useful service life and in need of replacement. This task authorization includes the design, permitting, and bidding service for the replacement and upgrade of the south generator, ATS and MCC for the electrical feed to the south end of the treatment plant. Completion of this task is expected within 1 year of award.

FUNDING:

Water Reclamation Facility Generator Upgrades

Project #: SSP018 (Generator Replacements)

Fund – 403

Fund Name - Water and Sewer R&R Fund

Cost Center – Water and Sewer

Program – Wastewater Treatment

Spend Category – Equipment Capital

Budget - \$1,106,653.00

Actual: \$274,896

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve Mead & Hunt Task Authorization No. 32 to contract CA4619 for Design and Bidding Assistance services for the Water Reclamation Facility Generator Replacement & Electrical Upgrades project in the amount not to exceed \$274,896.00.

ANTICIPATED SCHEDULE:

- a) Council Approval – June 1, 2021
- b) Executed Task Authorization – on or before June 30, 2021

ATTACHMENTS:

- a) Proposal from Mead & Hunt – WRF Generator Replacement and Electrical Upgrades



April 16, 2021

Steve Parnell
Asst. Utilities Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: sparnell@port-orange.org
Hard Copy Mailed Only on Request

Subject: WRF GENERATOR REPLACEMENT AND ELECTRICAL UPGRADES

Dear Steve:

Per your request, we are pleased to provide the enclosed engineering services and fee proposal for the above referenced project. This project will upgrade the primary electrical service equipment, relocate and replace the existing generator that serves the eastern master lift station, biological process basins and secondary clarifiers. This is the heart of the treatment plant and the primary electrical breakers, switchgear and VFD's are all greater than 30 years old.

Mead & Hunt will serve as the prime consultant for this project. We will engage the services of Bailey Engineering Consultants (BEC) as a subconsultant to provide electrical and instrumentation engineering services. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais, written in a cursive style.

Brad T. Blais, PE
Vice President/Market Leader

A blue ink signature of Andrew M. Giannini, written in a cursive style.

Andrew M. Giannini, PE
Senior Project Manager

BTB/AMG;bf

Enclosures: Scope of Services and Fee Estimate
Bailey Engineering Consultants Proposal

cc: Junos Reed – City of Port Orange

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
WRF GENERATOR REPLACEMENT AND ELECTRICAL UPGRADES**

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The existing primary electrical service, main breakers, switchgear, eastern generator and automatic transfer equipment in the east master lift station (MLS) are outdated, beyond their useful service life and in need of replacement. This project will upgrade the primary electrical service equipment, relocate and replace the existing generator that serves the eastern master lift station, biological process basins and secondary clarifiers. This is the heart of the treatment plant and the primary electrical breakers, switchgear and Variable Frequency Drives (VFD's) are all greater than 30 years old.

SCOPE OF SERVICES

Mead & Hunt will serve as the prime consultant for this project. We will engage the services of Bailey Engineering Consultants (BEC) as a subconsultant to provide electrical and instrumentation engineering services. A copy of BEC's proposal accompanies this scope. This project has two (2) parts, A & B. Part A focuses upon specific improvements and equipment replacement in the east MLS and replaces the primary electrical feed, breakers, switchgear and VFDs within that structure. Part B is a replacement of the existing emergency power generator, automatic transfer switch (ATS) and fuel storage. There is overlap between parts A & B, specifically relating to the ATS and switchgear. There is also a second project within the east MLS that will be on-going at the same time as this project. This project design will identify points of interface associated activities that need to occur in order for both projects to function properly.

Part A - East Master Pump Station Improvements

1. Design of two (2) 2000-amp electrical services to serve the south WWTF electrical building.

Work includes:

- Coordination with FPL to re purpose the existing FPL vault into a new electrical room.
- Upgrade and replacement of the single existing 1600-amp main breaker with 2 -2000-amp main breakers.
- Upgrade and replacement of the single 1600-amp automatic transfer switch with 2 –

2000-amp ATS'.

- Upgrade and replacement of the two (2) 1600-amp switchboards with 2 – 2000-amp MCC's
- Design upgrade for 2 RAS panels each containing 3 VFDs.
- Design upgrade for 2 Internal Recycle panels each containing 3 VFDs.
- Design upgrade for replacement of Plant Outfall VFDs.

2. Design of the new PLC control system to replace four (4) existing Data Flow PLC based RTUs. The new PLC will be based on the Allen Bradley ControlLogix platform.

3. Design of a new facility HMI system based on the Allen Bradley PlantPAX platform. This will include servers and associated network devices.

Part B. New Tier 4 emergency power generator, enclosure, fuel storage and ATS

1. Design will replace existing 900KW generator. New generator be Tier 4 and sized to handle existing South WWTF facility emergency loading.
2. New Generator will connect to existing electrical system. This will include interface to the dual ATS system designed in A or B above.
3. Design instrumentation and controls necessary to monitor and control the emergency power system via PlantPAX HMI system.

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination and Management

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, coordinate subconsultant activities, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 8-month project design and bidding period.

Project Kick-Off Meeting

MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement a quality assurance and control process, which includes:

Independent technical review of alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, and conflicts.

Independent review of the project technical work products before its submission to the CITY.

Deliverables – Project Management

- Meeting Agendas and Summaries
- Monthly Invoices

PHASE 2 – DATA COLLECTION AND PRELIMINARY DESIGN

Utility Coordination

MEAD & HUNT will submit for a design ticket with Sunshine 811 to determine the location of existing utilities in the area of the proposed improvements, and points of connection. 60% design drawings will be submitted to the utility owners identified on the design ticket for mark-up of existing facilities. Mark-ups received from utility owners will be transferred to the design drawings.

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) evaluating design alternatives and budget level pricing. The preliminary design concepts detailed in the PDR will be viable options for a comparison of alternatives. As a part of the data collection and PDR process Mead & Hunt and BEC shall:

- review existing electrical site plans and as-built drawings provided by CITY for the Port Orange WWTF.
- conduct site visits as required to identify site-conditions for the associated electrical and instrumentation improvements.
- provide a conceptual Site Plan, Electrical Single Line Diagram and PLC based designs for City review.
- coordinate with FPL on vault relocation.
- provide a preliminary site plan and spacing requirements for electrical improvements associated with the generator replacement.
- Evaluate the availability and cost effectiveness of natural gas (NG) in order to determine if diesel or NG is best suited for emergency power and Tier 4 compliance.

- provide layout recommendations for diesel exhaust fluid (DEF) storage and cooling if diesel is recommended.

The PDR will include an initial engineer's opinion of probable construction cost (EOPCC) and confirmation of project permitting requirements.

A draft PDR will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY review.

MEAD & HUNT will schedule and attend a draft PDR review meeting to review the CITY comments on the draft PDR. Comments received will be incorporated into the final PDR and subsequent design documents.

Deliverables – Preliminary Design

- Draft Preliminary Design Report
- Preliminary Design Review Meeting Summary
- Final Preliminary Design Report

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

MEAD & HUNT will develop 60% drawings and specifications that reflect the proposed improvements detailed in the final PDR. The CITY standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 30% review meeting are addressed in the 60% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 60% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 90% design documents.

Deliverables – 60% Design

- 60% Design Drawings
- 60% Specifications
- 60% EOPCC
- 30% Comment/Response Log

Task 2 – 90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. The MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with the submittal to document how the CITY's comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review in a two-week period, and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a 90% design review meeting to review the CITY's comments on the design drawings and specifications. Comments received will be incorporated into the 100% design documents.

Deliverables – 90% Design

- 90% Design Drawings
- 90% Specifications
- 90% EOPCC
- 60% Comment/Response Log

Task 3 – 100% Design Development

Based on the CITY's 90% review comments and discussions at the 90% review meeting, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. The MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

The 100% submittal package will be submitted to the CITY for review and comment. The submittal will include the items shown in the deliverable section below. A comment/response log will be included with

the submittal to document how the CITY's comments from the 90% review meeting are addressed in the 100% submittal.

Deliverables – 100% Design

- 100% Design Drawings
- 100% Specifications
- 100% EOPCC
- 90% Comment Response Log

PHASE 4 – PERMITTING

FDEP WWTP Operating and Environmental Resource Permit (ERP) Permitting

This project should be exempt from FDEP Operating Permit modification requirements and classified as a maintenance activity. An ERP should not be required if there are no wetland impacts and the proposed impervious area is less than 1,000 sf. No FDEP permitting is proposed; however, a permitting allowance is included in order to perform and submit permit determinations for both referenced permits. If permits are required, the allowance will be used on a time and materials basis for permitting.

Site Plan Approval

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees will be paid by the CITY.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

Deliverables – Permitting

- FDEP Permit determination letters for ERP and Operating permit
- Final Site Plan Approval application and final site plan approval

PHASE 5 – BIDDING SERVICES

The CITY will be responsible for managing the bid process, i.e., advertisement, distribution of bid packages, receipt and opening of bids. MEAD & HUNT will provide the following bid-phase services:

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications.

Pre-Bid Meeting

MEAD & HUNT will attend the pre-bid meeting at CITY facility to review the project details before bids are submitted. MEAD & HUNT will present project details and answer potential bidders' questions at this meeting.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. Questions and responses will be documented and submitted to the CITY for distribution to potential bidders in the form of addenda. MEAD & HUNT will prepare up to two (2) addendums.

Bid Tabulation and Recommendation of Award

MEAD & HUNT will complete a review of the bids for completeness and conformance with the bidding and contract requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience. Based on that review, MEAD & HUNT will submit to the CITY a bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Pre-bid Meeting Agenda and Summary
- Addenda to bid documents
- Final bid tabulation
- Recommendation of award

PHASE 6 – SERVICES DURING CONSTRUCTION (NOT INCLUDED)

PHASE 7 – SUBCONSULTANTS AND REIMBURSABLES

- Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, permit application fees, etc. Items included in this phase will be billed against established allowances at actual cost plus 10%. This includes biological, geotechnical and survey sub-consultants. Sub-consultant work by BEC shall be billed at actual cost based upon the attached proposal from BEC.
- Geotechnical – Soil borings and geotechnical evaluation of the vacuum station site will be performed by Bechtol Engineering & Testing, Inc. (BET). This work shall be billed against the specified allowance at actual cost plus 10%.
- Biological – Biological assessment of site will be performed by Biological Consulting Services (BCS). Assessment is limited to threatened and endangered species evaluation and wetland jurisdictional determination. This work shall be billed against the specified allowance at actual cost plus 10%.
- Survey – The design survey shall include portions of the plant affected by the new generator and proposed U/G utilities between the new generator and the East MLS. This work shall be billed against the specified allowance at actual cost plus 10%.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Easement Acquisition
- Construction Phase Services
- Special Studies
- Laboratory Services
- Funding Assistance

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>240 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Preliminary Design</i>	<i>60 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Project Design</i>	<i>150 days</i>	<i>Client approval of PDR</i>
<i>Phase 4 – Permitting</i>	<i>30 days</i>	<i>Client approval of 90% Design</i>
<i>Phase 5 – Bidding Services</i>	<i>60 days</i>	<i>Client approval of Bid Documents</i>
<i>Total Duration</i>	<i>240 days</i>	

The above timeframes *do not* include Client and agency review time.

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is \$274,896. No contingency funds are included in this project. Any out-of-scope work will be subject to change order.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$11,324</i>	<i>Lump Sum</i>
<i>Phase 2 – Preliminary Design</i>	<i>\$21,680</i>	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>	<i>\$61,712</i>	<i>Lump Sum</i>
<i>Phase 4 – Permitting/Site Plan Approval</i>	<i>\$8,016</i>	<i>Lump Sum</i>
<i>Phase 5 – Bidding Services</i>	<i>\$5,104</i>	<i>Lump Sum</i>
<i>SUBTOTAL</i>	<i>\$107,836</i>	
<i>Phase 6 – Construction Phase</i>	<i>Not included</i>	
<i>Phase 7 – Subconsultants/Reimbursables</i>	<i>\$167,060</i>	<i>See Phase 7 desc.</i>
<i>TOTAL</i>	<i>\$274,896</i>	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Steve Parnell
April 16, 2021
Page 11

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.



April 14, 2021

Mr. Brad Blais, P.E.
Mead & Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

Re: Electrical and Emergency Power Improvements
Port Orange, Florida

Dear Mr. Blais:

We are pleased to submit our proposal for electrical and control system engineering services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project. Our work will be for the East Influent Pump Station Improvements project and the Emergency Generator Replacement Project. Our scope of work will include the following electrical and instrumentation design:

Scope of Work:

I. Additional Scope Items Associated with the East Master Pump Station Improvements

1. Design of two (2) 2000 amp electrical services to serve the south WWTF electrical building. Work will include:
 - Coordination with FPL to re purpose the existing FPL vault into a new electrical room.
 - Upgrade and replacement of the single existing 1600 amp main breaker with 2 -2000 amp main breakers.
 - Upgrade and replacement of the single 1600 amp automatic transfer switch with 2 – 2000 amp ATS’.
 - Upgrade and replacement of the two (2) 1600 amp switchboards with 2 – 2000 amp Motor Control Centers.
 - Design upgrade for 2 RAS panels each containing 3 VFDs.
 - Design upgrade for 2 Internal Recycle panels each containing 3 VFDs.
 - Design upgrade for replacement of Plant Outfall VFDs.
2. Design of the new PLC control system to replace four (4) existing Data Flow PLC based RTUS. The new PLC will be based on the Allen Bradley ControlLogix platform.

10620 GRIFFIN ROAD, SUITE 202 • COOPER CITY, FL • 33328
PHONE: 954-448-7930 • FAX: 954-713-9959

3. Design of a new facility HMI system based on the Allen Bradley PlantPAX platform. This will include servers and associated network devices.

II. Design of new Tier 4 emergency power system.

1. Design will replace existing 900KW generator. New generator be Tier 4 and sized to handle existing South WWTF facility emergency loading.
2. New Generator will connect to existing electrical system. This will include interface to the dual ATS system designed in 1 above.
3. Design instrumentation and controls necessary to monitor and control the emergency power system via PlantPAX HMI system.

Task 1 – Meetings, Project Management and Quality Control

1. Project Kick-Off and Progress Meetings

- a. BEC shall attend a kick-off meeting for the project to discuss the detailed project approach, the project schedule, and the budget.

2. Project Quality Control Technical Review

- a. BEC will attend Technical Review Committee (TRC) meetings as required.

Task 2 – Preliminary Design

1. Data Collection, Review, and Conceptual Design

- a. BEC shall review existing electrical site plans and as-built drawings provided by others for the Port Orange WWTF.
- b. BEC shall conduct site visits as required to identify site-conditions for the associated electrical and instrumentation improvements.
- c. BEC shall provide a conceptual Site Plan, Electrical Single Line Diagram and PLC based designs for City review.
- d. BEC shall coordinate with FPL on vault relocation.
- e. BEC shall provide confirmation of spacing requirements for electrical improvements associated with the generator replacement.
- f. BEC shall prepare a preliminary Engineer's Opinion of Probable Construction Costs.
- g. BEC shall attend a meeting with CITY to present and review the findings and results of the Draft Technical Memorandum.

- h. BEC shall incorporate comments and discussions resulting from the review meeting of the draft technical memorandum.

2. Deliverables:

- a. Preliminary design and associated Opinion of Probable Construction Costs
- b. Preliminary Design and associated Opinion of Probable Construction Costs. .

Task 3 – Preparation of Contract Documents

1. Subtask 3.1 – Final Engineering Design

- a. BEC shall prepare final design documents suitable for bidding and construction of the improvements based on the Technical Memorandum as defined in Task 2. The design shall include:
 - 1) Replacement of existing generator with a single generator sized to handle the electrical loading of the existing WWTF and future load additions planned.
 - 2) Control system enhancements to allow monitoring and control via PlantPAX of the of the WWTF generator control system.
- b. BEC shall attend review meetings for the draft 60% and 90% submittals with the CITY staff to collect comments to be incorporated into either the 90% or in the 100% submittal package.

2. Subtask 3.2 – Engineer’s Opinion of Probable Construction Cost

- a. Provide an Engineer’s Opinion of the Probable Construction Cost for the project at the 60%, 90% and 100% completion milestones.

3. Deliverables:

- a. 60% submittal including design drawings, specifications and opinion of probable costs.
- b. 90% submittal including design drawings, specifications and opinion of probable costs.
- c. 100% submittal including design drawings, specifications and opinion of probable costs.
- d. BEC will provide one (1) hard copy of the electrical and instrumentation documents and one (1) electronic copy in PDF and AutoCAD format. All additional reproduction will be by others.

Task 4 – Bidding Services

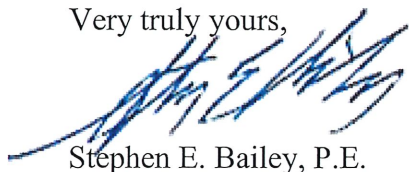
1. Subtask 4.1 – Pre-Bid Meeting

- a. BEC will attend the pre-bid meetings held by the CITY to discuss the project with prospective bidders. Preparation of the meeting summary to document items discussed with the parties in attendance to be completed by others.
- b. BEC shall prepare addenda items in response to bidder questions.
- c. BEC will incorporate the addenda into the Bid Documents in order to produce Conformed Documents.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a Not to Exceed amount of \$153,560.00. This not to exceed amount includes all tasks described above (i.e. Tasks 1 through 4). At no time shall work fees exceed said amount of compensation without a written and executed amendment. Our scope of work shall be as outlined above and as indicated on the attached estimate of work effort. Services not specifically outlined above are excluded. Our fee for this work shall be payable as follows:

Task 1 - Meetings, Project Management and Quality Control	\$ 8,040.00
Task 2 - 30% Preliminary Engineering Design	\$ 40,780.00
Task 3 – Contract Document Preparation	
90% Construction Documents	\$ 74,490.00
100% Contract Documents	\$ 24,365.00
Task 4 – Bidding and Permitting Services	\$ 5,885.00
Total:	\$ 153,560.00

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: Yes

SUBJECT: (C8c) Approval of Task Authorization No. 1 under Piggyback Contract CA7538 to Zev Cohen and Associates for Site and Construction Inspection Services for the REC

DEPARTMENT: Parks & Recreation

GOAL: Quality of Life

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 for inspections services with Zev Cohen and Associates not to exceed \$60,000 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Parks & Recreation requests approval to enter into Task Authorization No. 1 under Piggyback Contract CA 7538 for inspection services on the REC renovation and expansion. The total cost for services is not to exceed \$60,000. Scope of work will include inspections of the site work and building construction and provide weekly reports to the project team. For a full description of the work please see the attached proposal from Zev Cohen and Associates. Funding is available in QPC082. Staff recommends approval.

Project Funding Account No.: 199 Grant , 317 Capital, 611 Recreation
No.: QPC082 Impact

Presenter: Susan Lovallo

ATTACHMENTS:

1.	Zev Cohen Task Authorization No. 1	Zev Cohen Task Authorization No. 1.pdf
2.	EXECUTED Zev Cohen VCO Piggyback Agreement with City of Port Orange	EXECUTED Zev Cohen VCO Piggyback Agreement with City of Port Orange.pdf

Susan Lovallo
Susan Lovallo
Sandy Woodman
Lupe Reyna-Coffin
Scott Neils
Matthew Jones

Created/Initiated - 4/27/2021
Approved - 4/27/2021
Approved - 4/28/2021
Approved - 5/17/2021
Approved - 5/20/2021
Approved - 5/26/2021

Wayne Clark
Robin Fenwick

Approved - 5/26/2021
Final Approval - 5/27/2021

TASK AUTHORIZATION NO. 1
Piggyback Agreement dated May 17, 2021
Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement for Engineering Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration for this **Task Authorization No. 1**, and may be contacted at (386) 506-5852.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Inspection Services of the REC Renovation and Expansion, and as more specifically described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
4. Contractor shall complete the services to be provided herein within 300 days of the date of written notice by the City to the Contractor.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$60,000.00. 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.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

[Remainder of page intentionally left blank]

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

Printed Name: _____

By: _____

M. Dwight Durant, Director

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.

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 7538]

EXHIBIT “1”

Contractor's Quote

Consisting of 2 Pages

May 3rd, 2021

Ms. Sue Lovallo
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

RE: Port Orange Inspection Services –
Recreation Center Remodel
ZC 21119

Dear Ms. Lovallo:

Thank you for requesting a proposal and giving Zev Cohen & Associates, Inc. the opportunity to continue to serve the City of Port Orange. As discussed, we understand the scope of services shall include miscellaneous civil/site inspection services and general building observation during construction of the recreation center renovation for approximately three hundred (300) days. We understand we will perform the services based upon the City piggybacking the hourly rates (attached Exhibit A) in our continuing service contract with Volusia County (RSQ 17-SQ-151JD). More specifically, utilizing the Construction Administration Technician line item at \$80 per hour with a total not-to-exceed amount of \$60,000. This results in an average of approximately 2.5 hours of time each day for ZCA's services.

If this proposal meet your needs, I assume you'll process a task assignment for execution. In the meantime, we will be happy to coordinate with you so that our staff is ready to perform the services when the contractor is provided the Notice to Proceed.

Thanks again for the opportunity to serve the City. If you have any questions or comments, please don't hesitate to call.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.
Vice President

RJB/ns
21119c01

Exhibit A

Hourly Rate Schedule

Principal	\$175.00
Department Director	\$155.00
Senior Professional Engineer	\$145.00
Senior Registered Landscape Architect	\$145.00
Project Manager	\$145.00
Senior Planner	\$130.00
Senior Biologist/Environmental Scientist/GIS Analyst	\$130.00
Professional Engineer	\$130.00
Registered Landscape Architect	\$130.00
Environmental Scientist II/GIS Specialist II	\$100.00
Engineer II	\$100.00
Landscape Architect II	\$100.00
Planner II	\$100.00
Senior Designer	\$ 95.00
Environmental Scientist I/GIS Specialist I	\$ 90.00
Engineer I	\$ 90.00
Landscape Architect I	\$ 90.00
Planner I	\$ 90.00
Designer	\$ 80.00
CADD Manager	\$105.00
Senior CADD Technician	\$ 95.00
CADD Technician	\$ 85.00
Construction Administration Manager	\$100.00
Construction Administration Technician	\$ 80.00
IT Manager	\$ 90.00
Certified Soil Scientist	\$150.00
Certified Arborist	\$ 95.00
Landscape Designer	\$ 80.00
Engineering Technician	\$ 70.00
Biological Technician	\$ 60.00
Technical Assistant	\$ 60.00
Senior Clerical	\$ 55.00
Clerical	\$ 45.00

Miscellaneous Expenses

B&W Copies (8 ½ x 11)	\$0.20 each
Color Copies (8 ½ x 11)	\$1.50 each
B&W Ledger Copies	\$0.40 each
Color Ledger Copies	\$2.50 each
B&W Plot	\$1.50 each
Color Plot	\$35.00 each
B&W Mylars	\$25.00 each
Office Supplies	Actual Cost
Travel Expenses/Meals	Actual Cost
GPS/ATV	\$100 (1/2 Day), \$150 (Full Day)
Postage (USPS/UPS)	Actual Cost
Delivery	Based upon Location
Mileage	\$0.445/mile

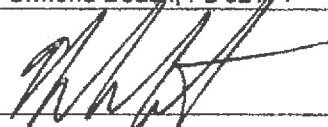


CITY OF PORT ORANGE PIGGYBACK AGREEMENT **for Goods and Services**

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ Sourcewell Formerly known as
 National Joint Powers Alliance ("NJPA")
☒ City/County of Volusia
☐ Other _____

Department:	Community Development
Base Contract BID/RFP/RFSQ Number:	Volusia County Contract No: 17-SQ-151JD Pursuant to RSQ 17-SQ-151JD
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	N/A
Contractor Name:	Zev Cohen and Associates, Inc.
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	Various locations within the City of Port Orange ☐ F.O.B. Destination City of Port Orange
Description:	Consulting Services for Professional Site/Civil and Transportation Engineering Services
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	☐ VCPB From: Initial Term 12/7/17 to 12/7/20 VC Renewal Term/Amendment No. 1: Additional 2 years until 12/7/22 ☒ Effective last date Agreement signed by Parties and shall continue until 12/7/22
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i>	VC: Initial Three (3) year Term with Two (2) additional one-year renewals, contingent upon mutual agreement and approval of County Council. COPO: <i>(Language: In the event of a conflict, the expiration in the Task Authorization shall control.)</i>
Authorization of Services: <i>(check one)</i>	☐ Written Purchase Order(s) ☒ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text. ☒ Appropriated Budget per Fiscal Year
Payment and Performance Bond <i>(Indicate if required)</i>	☐ Yes ☒ No
Exhibits Attached to Contract <i>(excluding legal Exhibits, if any)</i>	☒ Exhibit "1" Contract History, Definitions & Terms ☐ Exhibit "2" Insurance ☒ Exhibit "3" Task Authorization Example ☐ Exhibit "4" Cost/Quote ☐ Exhibit "5" Bond ☐ Exhibit "6" Other
Contract Administrator:	Tim Burman, Community Development Director

Contractor's Authorized Agent Name Printed ¹:		M. Dwight Durant, Director
For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.		
Contractor's Complete Contact Information:	Principal Address: 300 Interchange Boulevard Suite C Ormond Beach, FL 32174	Telephone: (386) 677-2482 Fax: (386) 677-2505 E-Mail: ddurant@zevcohen.com
Signature: Contractor's Authorized Agent ¹:		Date: 5/12/21
Contractor Notary Acknowledgment Block: STATE OF FLORIDA COUNTY OF VOLUSIA		
The foregoing instrument was acknowledged before me by means of <u>my</u> physical presence or <u> </u> online notarization, this <u>12</u> day of <u>May</u>, 2021, by M. Dwight Durant, as Director of Zev Cohen and Associates, Inc., a Florida corporation. He is <u> </u> personally known or <u> </u> produced <u> </u> as identification.  Notary Public, State of Florida Printed, typed or stamped name, commission and expiration:		
Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.		
Department Head Name, Title Printed:	Tim Burman, Community Development Director	
Signature: Department Head		Date: 5-11-21
Signature: Wayne Clark, City Manager		Date: 5/17/21
Attest: Robin L. Fenwick, MMC, City Clerk		Date: 5/17/21
¹ 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. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.		

Contract History

On the 7th day of December, 2017, the Volusia County Council approved Agenda Item DD, and the County of Volusia ("VCO") entered into Master Contract No. 17-SQ-151JD with the Contractor, pursuant to Intent to RSQ No. 17-SQ-151JD, Exhibit A – Insurance Requirements, and Amendment No. 1, for Consulting Services for Professional Site/Civil and Transportation Engineering Services, with an initial term of December 7, 2017 and continuing through December 7, 2020 (VCO Contract), with Two (2) additional one-year renewals, contingent upon mutual agreement and approval of County Council. On the 20th day of October 2020, VCO executed Amendment No. 1 of the Contract, renewing the Contract for an additional Two (2) years to continue until December 7, 2022. A copy of the VCO Contract is available in the office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

Defined Terms

1. **City:** City shall mean the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor:** Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties:** Parties shall mean the City and Contractor collectively.
4. **Base Contract:** The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator:** Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms.
3. This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. **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.

5. **Certificate of Insurance.** Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.

EXHIBIT “3”

Task Authorization Example

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement for Engineering Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$[REDACTED]. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. [REDACTED].
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

CITY OF PORT ORANGE – TASK AUTHORIZATION NO. [REDACTED]
ZEV COHEN AND ASSOCIATES, INC. -[CA7538]

CONSULTING SERVICES FOR PROFESSIONAL SITE/CIVIL AND TRANSPORTATION ENGINEERING SERVICES

Page 1

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

Printed Name: _____

By: _____

M. Dwight Durant, Director

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.

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Wayne Clark, City Manager OR
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

[CA 7538]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: Yes

SUBJECT: (C8d) Approval of Task Authorization No. 2 under Piggyback Contract CA7538 to Zev Cohen and Associates for Site and Subdivision Construction Inspection Services

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure, 3 - Quality of Life

RECOMMENDED MOTION: Move to approve TA No. 2 for site and subdivision construction inspection services with Zev Cohen and Associates, Inc. and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Community Development requests approval of Task Authorization No. 2 under Piggyback Contract CA7538 with Zev Cohen and Associates, Inc. for site and subdivision construction inspection services. The consultant will provide qualified inspectors to perform site and subdivision construction inspection services, which include paving, grading, drainage, landscaping and utilities for City-wide projects under development by private developers, such as Riverwalk/Fysh Bar & Grill Restaurant site plan, Halifax Hospital Medical Office Building site plan, Splash Carwash site plan, etc. Under normal circumstances, Community Development has the staff to do this work. This Task Authorization is being requested to provide services to assist the current Community Development staff with site and subdivision construction inspection services when staff is ill, on vacation or during periodic workload increases.

Total cost for site and subdivision construction inspection services will be limited to the budgeted amount for fiscal year (FY) 2021 and 2022 in Community Development Engineering Contractual Services account. Fiscal year 2021 funding of \$43,280 is available in Community Development Engineering Contractual Services account. The term for the Task Authorization will end December 7, 2022.

Project No.: N/A

Funding Account No.: 001 1903

Presenter: Tim Burman

ATTACHMENTS:

1.	Zev Cohen Task Authorization No. 2	Zev Cohen Task Authorization No. 2.pdf
2.	EXECUTED Zev Cohen VCO Piggyback Agreement with City of Port Orange	EXECUTED Zev Cohen VCO Piggyback Agreement with City of Port Orange.pdf

Margaret Tomlinson	Created/Initiated - 4/29/2021
Tim Burman	Approved - 4/30/2021
Lupe Reyna-Coffin	Approved - 4/30/2021
Scott Neils	Approved - 5/3/2021
Matthew Jones	Approved - 5/19/2021
Wayne Clark	Approved - 5/21/2021
Robin Fenwick	Final Approval - 5/25/2021

TASK AUTHORIZATION NO. 2
Piggyback Agreement dated May 17, 2021
Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement of Volusia County Contract 17-SQ-151JD, for Engineering Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Community Development Director, Tim Burman, shall perform contract administration for this **Task Authorization No. 2**, and may be contacted at (386) 506-5615.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide site and subdivision construction inspection services, and as more specifically described in Contractor's Proposal, revised and dated May 18, 2021, attached hereto and made a part hereof as Exhibit "1."
4. Services provided by the Contractor shall commence upon issuance of a Written Notice to Proceed issued by the City and shall continue until December 7, 2022.
5. In return for the services identified above, the City agrees to compensate Contractor at the rate provided in Exhibit "1," in an amount not to exceed the budget appropriation for each 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.
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

[Remainder of page intentionally left blank]

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

Printed Name: _____

By: _____

M. Dwight Durant, Director

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.

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 7538]

EXHIBIT “1”

Contractor's Quote

Consisting of 3 Pages

May 3, 2021
Revised May 18, 2021

Ms. Margaret Tomlinson
Landscape Architect, RLA
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

RE: Port Orange Inspection Services –
Community Development
ZC 21120

Dear Ms. Tomlinson:

Thank you for requesting a proposal and giving Zev Cohen & Associates, Inc. the opportunity to continue to serve the City of Port Orange. As discussed, we understand the scope of services shall include miscellaneous inspection services through December 7, 2022 generally described in the attached Exhibit A. We will perform the services based upon the hourly rates in our Volusia County continuing service contract (Exhibit B). More specifically, utilizing the Construction Administration Technician line item at \$80.00 per hour in accordance with Exhibit B Hourly Rate Schedule.

If this proposal meets your needs, I assume you'll process a task assignment for execution. In the meantime, we will be happy to coordinate with you so that our staff is ready to perform the services when needed.

Thanks again for the opportunity to serve the City. If you have any questions or comments, please don't hesitate to call.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.
Vice President

RJB/ns
21120c01

Exhibit A

SCOPE OF SERVICES:

Construction Inspection (on an as needed basis)

Working under the direction of the Community Development Construction & Engineering Manager or designee, inspector(s) shall monitor the installation of improvements in Subdivisions and Site Developments to ensure compliance with all applicable Codes, Standards (including potable water, reclaimed water, sanitary sewer, roadways, parking lots, drainage systems, landscape and irrigation) and safety regulations.

Inspector(s) are expected to provide daily inspections with written logs for each assigned project, attend Pre-Construction Meetings, Final Inspections, and attend progress meetings with City staff.

Inspector(s) are required to interact with Contractors, Engineers, Community Development, Public Utilities, and Public Works Personnel to ensure that scheduling of development connections to City services (water, sewer, reclaim) are scheduled in a timely manner.

Inspector(s) will be responsible for relaying information involving minor field changes to the Community Development Construction & Engineering Manager or designee for the assigned project.

Inspector(s) are expected to have knowledge, experience and/or training in construction means, methods, materials and safety regulations. At a minimum each inspector shall hold one or more current certifications: National Utility Contractors Association, Excavation Safety & Competent Person Training Program, OSHA certified Confined Space Entry, FDOT Work Zone Traffic Control Courses.

Exhibit B

Hourly Rate Schedule

Principal	\$175.00
Department Director	\$155.00
Senior Professional Engineer	\$145.00
Senior Registered Landscape Architect	\$145.00
Project Manager	\$145.00
Senior Planner	\$130.00
Senior Biologist/Environmental Scientist/GIS Analyst	\$130.00
Professional Engineer	\$130.00
Registered Landscape Architect	\$130.00
Environmental Scientist II/GIS Specialist II	\$100.00
Engineer II	\$100.00
Landscape Architect II	\$100.00
Planner II	\$100.00
Senior Designer	\$ 95.00
Environmental Scientist I/GIS Specialist I	\$ 90.00
Engineer I	\$ 90.00
Landscape Architect I	\$ 90.00
Planner I	\$ 90.00
Designer	\$ 80.00
CADD Manager	\$105.00
Senior CADD Technician	\$ 95.00
CADD Technician	\$ 85.00
Construction Administration Manager	\$100.00
Construction Administration Technician	\$ 80.00
IT Manager	\$ 90.00
Certified Soil Scientist	\$150.00
Certified Arborist	\$ 95.00
Landscape Designer	\$ 80.00
Engineering Technician	\$ 70.00
Biological Technician	\$ 60.00
Technical Assistant	\$ 60.00
Senior Clerical	\$ 55.00
Clerical	\$ 45.00

Miscellaneous Expenses

B&W Copies (8 ½ x 11)	\$0.20 each
Color Copies (8 ½ x 11)	\$1.50 each
B&W Ledger Copies	\$0.40 each
Color Ledger Copies	\$2.50 each
B&W Plot	\$1.50 each
Color Plot	\$35.00 each
B&W Mylars	\$25.00 each
Office Supplies	Actual Cost
Travel Expenses/Meals	Actual Cost
GPS/ATV	\$100 (1/2 Day), \$150 (Full Day)
Postage (USPS/UPS)	Actual Cost
Delivery	Based upon Location
Mileage	\$0.445/mile

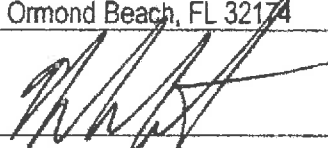
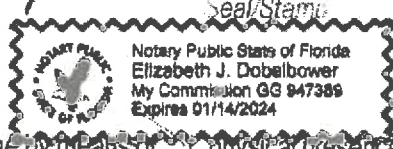


CITY OF PORT ORANGE PIGGYBACK AGREEMENT for Goods and Services

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ Sourcewell Formerly known as
 National Joint Powers Alliance ("NJPA")
☒ City/County of Volusia
☐ Other _____

Department:	Community Development
Base Contract BID/RFP/RFSQ Number:	Volusia County Contract No: 17-SQ-151JD Pursuant to RSQ 17-SQ-151JD
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	N/A
Contractor Name:	Zev Cohen and Associates, Inc.
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	Various locations within the City of Port Orange ☐ F.O.B. Destination City of Port Orange
Description:	Consulting Services for Professional Site/Civil and Transportation Engineering Services
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	☐ VCPB From: Initial Term 12/7/17 to 12/7/20 VC Renewal Term/Amendment No. 1: Additional 2 years until 12/7/22 ☒ Effective last date Agreement signed by Parties and shall continue until 12/7/22
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i>	VC: Initial Three (3) year Term with Two (2) additional one-year renewals, contingent upon mutual agreement and approval of County Council. COPO: <i>(Language: In the event of a conflict, the expiration in the Task Authorization shall control.)</i>
Authorization of Services: <i>(check one)</i>	☐ Written Purchase Order(s) ☒ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text. ☒ Appropriated Budget per Fiscal Year
Payment and Performance Bond <i>(Indicate if required)</i>	☐ Yes ☒ No
Exhibits Attached to Contract <i>(excluding legal Exhibits, if any)</i>	☒ Exhibit "1" Contract History, Definitions & Terms ☐ Exhibit "2" Insurance ☒ Exhibit "3" Task Authorization Example ☐ Exhibit "4" Cost/Quote ☐ Exhibit "5" Bond ☐ Exhibit "6" Other
Contract Administrator:	Tim Burman, Community Development Director

Contractor's Authorized Agent Name Printed ¹:		M. Dwight Durant, Director	
For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.			
Contractor's Complete Contact Information:		Principal Address: 300 Interchange Boulevard Suite C Ormond Beach, FL 32174	Telephone: (386) 677-2482 Fax: (386) 677-2505 E-Mail: ddurant@zevcohen.com
Signature: Contractor's Authorized Agent ¹:			Date: 5/12/21
Contractor Notary Acknowledgment Block: STATE OF FLORIDA COUNTY OF VOLUSIA			
Seal/Stamp:  The foregoing instrument was acknowledged before me by means of <u>my</u> physical presence or <u> </u> online notarization, this <u>12</u> day of <u>May</u>, 2021, by M. Dwight Durant, as Director of Zev Cohen and Associates, Inc., a Florida corporation. He is <u> </u> personally known or <u> </u> produced <u> </u> as identification.  Notary Public, State of Florida Printed, typed or stamped name, commission and expiration:			
Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.			
Department Head Name, Title Printed:		Tim Burman, Community Development Director	
Signature: Department Head			Date: 5-11-21
Signature: Wayne Clark, City Manager			Date: 5/17/21
Attest: Robin L. Fenwick, MMC, City Clerk			Date: 5/17/21
¹ 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. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.			

Contract History

On the 7th day of December, 2017, the Volusia County Council approved Agenda Item DD, and the County of Volusia ("VCO") entered into Master Contract No. 17-SQ-151JD with the Contractor, pursuant to Intent to RSQ No. 17-SQ-151JD, Exhibit A – Insurance Requirements, and Amendment No. 1, for Consulting Services for Professional Site/Civil and Transportation Engineering Services, with an initial term of December 7, 2017 and continuing through December 7, 2020 (VCO Contract), with Two (2) additional one-year renewals, contingent upon mutual agreement and approval of County Council. On the 20th day of October 2020, VCO executed Amendment No. 1 of the Contract, renewing the Contract for an additional Two (2) years to continue until December 7, 2022. A copy of the VCO Contract is available in the office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

Defined Terms

1. **City:** City shall mean the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor:** Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties:** Parties shall mean the City and Contractor collectively.
4. **Base Contract:** The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator:** Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms.
3. This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. **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.

5. **Certificate of Insurance.** Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.

EXHIBIT “3”

Task Authorization Example

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Standard Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and Zev Cohen & Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32714 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement for Engineering Services as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$[REDACTED]. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. [REDACTED].
6. This Task Authorization 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 Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

CITY OF PORT ORANGE – TASK AUTHORIZATION NO. [REDACTED]
ZEV COHEN AND ASSOCIATES, INC. -[CA7538]

CONSULTING SERVICES FOR PROFESSIONAL SITE/CIVIL AND TRANSPORTATION ENGINEERING SERVICES

Page 1

Witnesses:

ZEV COHEN & ASSOCIATES, INC.

Printed Name: _____ By: _____
M. Dwight Durant, Director

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.

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Wayne Clark, City Manager OR
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

[CA 7538]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: Yes

SUBJECT: (C9) Resolution No. 21-20 - Appropriating Funds for the Design of the SUNTrail/St. Johns River to Sea Loop Trail

DEPARTMENT: Finance

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Budget Resolution 21-20 for \$200,000 for the SUNTrail design subject to approval of Resolution 21-21 for State Funded Grant Agreement for FPN 439865-3-34-01, for design of the SUNTrail/St Johns River to Sea Loop Trail.

SUMMARY: This Resolution is to appropriate the \$200,000 requested for the design of the SUNTrail in Resolution 21-21.

The State-Funded Grant Agreement is for \$200,000 which is the estimated cost to design the unbuilt portion of the trail in Port Orange. FDOT can increase or reduce the funding upon the actual design contract with the City's selected design consultant. FDOT has this project scheduled for design in their FY21 and construction in FY23. Therefore, in order to meet the FDOT funding schedule, the City would need to authorize commencement of design in June 2021 and complete the design and construction bid package for FDOT's review by June 2022.

Project No.: TBD

Funding Account No.: Capital

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 21-20 with exhibit	5-18 Bud Reso 21-xx FDOT Sun Trail Project Grant (199).pdf
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Lupe Reyna-Coffin
Scott Neils
Lupe Reyna-Coffin
Scott Neils
Matthew Jones

Created/Initiated - 4/28/2021
Approved - 4/28/2021
Approved - 4/28/2021
Approved - 4/30/2021
Approved - 5/6/2021

Wayne Clark
Robin Fenwick

Approved - 5/7/2021
Final Approval - 5/7/2021

RESOLUTION NO. 21-20

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2021 BUDGET; TO BUDGET FOR STATE FUNDED GRANT AGREEMENT (SFGA), FPN 439865-3-34-01, IN THE AMOUNT OF \$200,000 FOR APPROVED PARTICIPATION IN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUN TRAIL ST. JOHN'S RIVER TO SEA LOOP PROJECT; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget for the State Funded Grant Agreement (SFGA), FPN 439865-3-34-01, received in the amount of \$200,000 for the City Council's approved participation in the FDOT Sun Trail St. John's River to Sea Loop project, and appropriated to Capital Outlay in the Grants Fund (199). Funding will be used to commence project design, in accordance with FDOTs schedule, 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 capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

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

affected 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: _____
Mathew J. Jones, City Attorney

FY2021 Grant Fund (199)
Prepared: April 28, 2021
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Intergovernmental Revenue - State Grant	\$ 200,000
Total Revenue:	<u>\$ 200,000</u>

<u>Expenditures:</u>	
Capital Outlay -	200,000
Total Expenditures:	<u>\$ 200,000</u>

To budget for the State Funded Grant (FDOT) for commencement of design work related to the Sun Trail -St. John's River to Sea Loop Project.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: Yes

SUBJECT: (C10) Approval of Minor Special Event - Showtime Sparkler Sale at 4020 Nova Road

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the event duration beyond seven consecutive calendar days for a Minor Special Event for the Showtime Sparkler Sale at 4020 S Nova Road, subject to the attached conditions.

SUMMARY: Adam Hernandez, on behalf of Showtime Fireworks, is requesting to hold a minor special event, for a sparkler sale, at the shopping plaza located at 4020 South Nova Road. Minor special events are typically approved by staff administratively, but due to the proposed length of the event, Code of Ordinances Chapter 58, Article III, Special Events, Section 58-53, requires City Council to approve any Special Event that exceeds (7) consecutive calendar days.

The proposed event is planned for a twenty-one (21) day period from Tuesday, June 15 through Tuesday, July 6. According to the applicant, event set-up will occur from Tuesday, June 15 until Tuesday, June 22. The sale of sparklers will begin on Tuesday, June 22 and go until July 5. The proposed hours for the event are from 8:00 AM to 8:00 PM. The sales tent for the event will be located on the vacant greenspace in front of the shopping plaza and Sandcastle Learning Center (see attached location map). Normal operations of the businesses within the commercial shopping plaza will continue. The tent associated with the event will require a building permit and as part of the permit review staff will verify compliance with ingress/egress and a certification of flame-retardant treatment is provided. According to the applicant, the tent is anticipated to be set-up on Tuesday, June 15 and remain until July 6. There will also be two fire extinguishers within the tent along with no smoking signs posted on the tent. There will be a port-o-let for customers and a 8x20 storage container on site for the duration of the event.

Section 30-28 of the Port Orange Code of Ordinances allows for the Fire Department to issue a permit for seasonal sales of sparklers subject to compliance with the City's Code of Ordinance and Land Development Code and Florida Statutes 791 (Sale of Fireworks). The applicant for the special event has been issued a sparkler permit by the Fire Department to allow the sale of sparklers at this location, subject to approval of the minor special event. As part of the sparkler permit issued, the Fire Department verified that the list of sparklers to be sold at this event are on the state Fire Marshal's

approved list to be sold as sparklers. According to the Port Orange Code of Ordinances, a sparkler is defined as a device which emits showers of sparks upon burning, does not contain any explosive compounds, does not detonate or explode, is hand-held or ground-based, cannot propel itself through the air, and contains not more than 100 grams of the chemical compound which produces sparks upon burning. The sale of fireworks is prohibited at this special event. According to the Port Orange Code of Ordinances, a firework is any combustible or explosive composition or substance or combination of substances, or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes but is not limited to firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any other devices containing any explosive substance. If the applicant is found in possession of any items other than sparkler, those items will be confiscated at the owners expense and the special event will be shut down. During the duration of the special event, the Fire Department will be periodically inspecting the items being sold to verify only sparklers are being sold. The proposed minor special event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments for compliance with the Code of Ordinances, Florida Statutes 791 (Sale of Fireworks), and the Land Development Code. The owner is not requesting additional City resources .

The letter of request and special event permit conditions are attached.

Project No.: 0

Funding Account No.: 0

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Sparkler Sale location map	Sparkler Sale location map.pdf
2.	Letter of Request _ Sparkler Sale	Letter of Request _ Sparkler Sale.pdf
3.	Sparkler Sale Conditions - 2021	Sparkler Sale Conditions - 2021.docx

Penelope Cruz

Created/Initiated - 5/6/2021

Tim Burman

Approved - 5/13/2021

Joe Wulfin

Approved - 5/14/2021

Thomas Grimaldi

Approved - 5/17/2021

Wayne Clark

Approved - 5/21/2021

Robin Fenwick

Final Approval - 5/25/2021

SHOWTIME SPARKLER SALE SITE MAP



Letter of Request

Name of event: sale of sparklers

Location: 4020 Nova Rd, Port Orange

Date/hrs: 6/15/21-7/4/2021 @ 8am-8 pm (actual sales won't start till 6/22/2021. From 6/15/21-6/21/2021 there will be nothing happening. This gives us time to pass any inspections and to get tent ready for sales on 6/22/2021.

We are requesting to be approved to have the opportunity in selling sparklers under 1-20x40 tent. The tent will go up on 6/15/21 but sales won't start till 6/22/2021. The tent will also have a 8x20 storage container which will be about 10 ft from tent. A single port-o-let will be on site about 5 ft from tent. Each tent manager will have the discretion of having tent open past sun down and if they choose they will have their own generator which will be 10 ft from tent.

The tent itself will have 2 exits (1 full 40 ft side and a portion on the back 40 ft side). There will be 2 fire extinguishers and no smoking signs in tent.

RECOMMENDATION:

Staff recommends approval of the Showtime Sparkler Sale subject to the following conditions:

1. **Set-up for the event shall not begin until June 15, 2021 and take down must be completed by July 6, 2021. The sale of any products shall not begin until June 22, 2021 and shall end on July 5, 2021. The tent is permitted to be up in the approved location, as shown on the site map, for the length of the event duration only.**
2. **Any products found on premises, whether for sale or not, that are not on the Approved Sparkler List as found on the Division of State Fire Marshal's website will be seized in accordance with FSS 791 at the expense of the owner. The entity shall be guilty of a misdemeanor of the first degree, punishable as provided in FSS 775.083. This shall be grounds for immediate termination of the event.**
3. **If Volusia County initiates a burn ban, typically when the KBDI (drought index) gets between 450 to 500, dependent upon the weather, the subject event will be canceled.**
4. Hours of the event shall be from 8:00 a.m. until 8:00 p.m.
5. Access shall be maintained for all emergency vehicles.
6. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
7. All trash generated for the duration of the event must be picked up and disposed of at the end of the event along with any debris at the event sites.
8. A post-event inspection will be completed the first scheduled workday after the event to ensure all trash and debris generated in the parking lot where the event is taking place was removed.
9. No off-site signs, signs in the right-of-way, pennants, feather flags, inflatables, balloons, or any signs prohibited in the Port Orange Land Development Code Ch. 15, Sec. 3(b).
10. The maximum square footage for any singular sign is 16 square feet, with the total square footage of signage on site not exceeding 48 square feet in total.
11. No special event sign shall be placed so as to obscure visibility of any permanent freestanding sign, unless such placement has been approved by the property owner whose freestanding sign is obscured.
12. Special Event is to comply with all requirements of the permit for seasonal sales of sparklers issued by the Port Orange Fire Department along with compliance of the City's Code of Ordinance and Land Development Code and Florida Statutes 791 (Sale of Fireworks).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: Yes

SUBJECT: (C11) Approval to Submit Application for the Federal Fiscal Year 2021 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve submission of an application for the Federal Fiscal Year 2021 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)

SUMMARY: The Police Department and Grants Manager are requesting permission to submit an application for the Federal Fiscal Year 2021 (October 1, 2021-September 30, 2022) United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP). Funds awarded may be used for 50% of costs to purchase bulletproof vests. The application will request \$20,040.74 to purchase 29 vests. The match required for this partnership will be requested in the Police Department's Fiscal Year 2022 (October 1, 2021-September 30, 2022) operating budget. If the cost of the vests is not approved in the Department's operating budget, the City would not have the required match and would not accept the grant award in September of 2021.

Project No.: N/A
N/A

Funding Account No.: Fund 199
Fund 001

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	EMAIL Bulletproof Vest Partnership (BVP) – FY 2021 Application Announcement	EMAIL Bulletproof Vest Partnership (BVP) – FY 2021 Application Announcement.pdf
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Amanda Lasecki
Amanda Lasecki
Alison Sylvester
William Proctor
Thomas Grimaldi
Lupe Reyna-Coffin

Created/Initiated - 5/3/2021
Approved - 5/5/2021
Approved - 5/5/2021
Approved - 5/5/2021
Approved - 5/10/2021
Approved - 5/13/2021

Scott Neils	Approved - 5/13/2021
Matthew Jones	Approved - 5/19/2021
Wayne Clark	Approved - 5/21/2021
Robin Fenwick	Final Approval - 5/25/2021

From: [BVP Email Account](#)
To: [Lasecki, Amanda](#)
Subject: [EXT] Bulletproof Vest Partnership (BVP) – FY 2021 Application Announcement
Date: Thursday, April 29, 2021 12:26:35 PM

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the [Fiscal Year \(FY\) 2021 Patrick Leahy Bulletproof Vest Partnership \(BVP\)](#) application funding period.

Applications for FY 2021 BVP funds will be accepted beginning Thursday, April 29, 2021. All applications must be submitted online at [Patrick Leahy Bulletproof Vest Partnership: Login \(usdoj.gov\)](#) by 6:00 pm eastern time on Monday, June 14, 2021.

Important Information Regarding FY 2021 BVP Funds:

- 1. System for Award Management (SAM) Registration Requirement:** Jurisdictions will not be able to apply for and receive FY 2021 BVP funds if they are not registered in SAM. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://fsd.gov/fsd-gov/answer.do?sysparm_number=KB0011081. The SAM Helpdesk can be reached at 866-606-8220.
- 2. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers in place when the FY 2021 BVP applications are submitted.** There are no requirements regarding the nature of the policy other than it specify when mandatory wear is required for uniformed officers on duty. Please see the [BVP Mandatory FAQs](#) for further guidance on this requirement.
- 3. Each vest purchased with FY 2021 funds must meet the National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made.** Please see this website for the latest NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>
- 4. Uniquely Fitted Armor Vest Requirement:** Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2021 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and

coverage, through a combination of:

1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

5. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.

6. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2021 BVP funds:

- a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
- b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.
- c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

7. BJA has completed user guides and training materials for the BVP application process and the payment request process. Please see the following website for the guides and checklists:
<https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#h449q>.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://ojp.gov/bvpbasi/>

This email was sent to alasecki@port-orange.org using GovDelivery Communications Cloud on behalf of:
Department of Justice · Washington, DC



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: Yes

SUBJECT: (C12) Ratification of Approval of American Rescue Plan Act (ARPA) Agreement

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Agreement provided by the Treasury for the ARPA allocation and ratify the Mayor's execution thereof.

SUMMARY: On March 11, 2021, the President signed the American Rescue Plan Act (ARPA). This Act provides substantial funding to State, County, Municipal, and Tribal entities. The Act has specific requirements for the use of these funds. Staff will provide recommendations on the use of these funds at an upcoming meeting.

The ARPA allocation for the City is \$9,990,993.501, an increase of about \$420,000 from the initial draft allocation estimate of about \$9.57 million earlier this spring.

Jurisdictions must submit a request to receive funding even if they have previously applied for other programs through the Treasury Submission Portal. The City's request was submitted on May 12, 2021.

The Treasury approved the City's application and will provide the funds in two tranche's. The first tranche for \$4,990,993.50 was received on May 20, 2021. The second tranche of equal amount will be received in approximately one year.

Project No.: TBD

Funding Account No.: TBD

Presenter: Scott Neils

ATTACHMENTS:

1.	State Local and Tribal Application SLT-1054 - Pending Signature	State Local and Tribal Application SLT-1054 - Pending Signature.pdf
2.	Mayor Signed 5-17-21 omb docs signed	Mayor Signed 5-17-21 omb docs signed.pdf

Robin Fenwick

Created/Initiated - 5/13/2021

Scott Neils	Approved - 5/18/2021
Matthew Jones	Approved - 5/18/2021
Wayne Clark	Approved - 5/21/2021
Robin Fenwick	Final Approval - 5/25/2021

Coronavirus State &
Local Fiscal
Recovery Funds
SLT-1054

Status
Pending Signature

Submission Date

Submitted May 12, 2021 17:59 hrs
Waiting Mayor Signature

User Instructions

Coronavirus State & Local Fiscal Recovery Funds (SLFRF)

Manual Acceptance Option

User Instructions

Welcome to the Treasury Submission Portal for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

On the Coronavirus State and Local Fiscal Recovery Funds tab, you will be prompted to complete information about the entity for which you are submitting information, including:

- Entity Information – Including name, Entity Taxpayer Identification Number (EIN) and DUNS
 - Confirm you are entering the information for the entity.
- Authorized Representative Name & Contact Information
 - An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity).
- Contact Person Name & Contact Information
 - The contact person will receive emails confirming your submission has been received, alerts of any issues with the submission that need resolution, notification of submission approval, and any other action required on behalf of your entity.
- Financial Institution Information – Including routing and account number
 - All entities must submit an ACH routing transit number.
 - Entities with a Wire routing transit number are asked to submit that information in addition to the ACH routing transit number.

When the information is complete, click the green button in the lower right corner to have the award terms (including the Financial Assistance Agreement and Title VI Assurance) emailed to your Authorized Representative for signature.

- The designated Authorized Representative must sign the form.
- The Acceptance of Award Terms will be emailed directly to the Authorized Representative with instructions to electronically sign and submit the document with DocuSign.

When the Authorized Representative signs the award terms the designated contact person will receive an email notification that your submission has been received and will begin the submission review process.

If you have questions about the Treasury submission portal or for technical support, please email covidreliefitsupport@treasury.gov. If you have general questions about the Coronavirus State and Local Fiscal Recovery Funds please email SLFRP@treasury.gov or call 844-529-9527.

U.S. Department of the Treasury

Coronavirus State and Local Fiscal Recovery Fund

SLFRP@Treasury.gov

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is two hours per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Port Orange, FL 1000 City Center Circle Port Orange, Florida, 32129-4144	DUNS Number: 080827082 Taxpayer Identification Number: 596000412 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: **DocuSigned by:**

8D5296701807492...

Authorized Representative: Donald Burnette

Title: Mayor

Date signed: 5/17/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

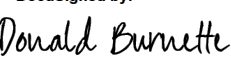
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Port Orange, FL

5/17/2021

Recipient

Date

DocuSigned by:

 8D5296701807492...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: No

SUBJECT: (F14) Environmental Advisory Board Appointments (x3)

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Nominate three (3) citizens to the Environmental Advisory Board as follows:

- 1) Full three year term,
 - 2) One year term to fill the unexpired term of Jonathan Foley, and
 - 3) Two year term to fill the unexpired term of Michael Arminio.
-

SUMMARY: Philip Klema's term is currently set to expire on May 7, 2021. Mr. Klema has expressed an interest in continuing to serve the City in this capacity. Term length is 3 years.

In addition, there are two vacancies created (1) by the election of Jonathan Foley to the City Council District 1 seat. Mr. Foley's term was set to expire in May 2022 and (2) by the failure of Michael Arminio to attend Board meetings. Mr. Arminio has missed more than two out of three successive meetings without good cause and has forfeited his appointment. As stated in the Ordinance, Council may now determine a vacancy to exist and appoint a new member to fill the unexpired term which is set to end on May 7, 2023.

There are currently five applications attached for your consideration for appointment with one being a full term of three years, and the other two filling the unexpired terms ending May 7, 2022 and May 7, 2023.

The applicants have been encouraged to attend this meeting and are as follows:

Kat Atwood
John Beel
Philip Klema
Daniel Pompei
Melissa Frantz

Project No.: N/A

Funding Account No.: 0

Presenter: Robin Fenwick

ATTACHMENTS:

1.	Atwood, Kat	Atwood, Kat.pdf
2.	Beel, John	Beel, John.pdf
3.	Klema, Philip	Klema, Philip.pdf
4.	Pompi, Daniel	Pompi, Daniel.pdf
5.	Frantz, Melissa	Frantz, Melissa.pdf

Shelby Field	Created/Initiated - 5/13/2021
Robin Fenwick	Approved - 5/13/2021
Wayne Clark	Approved - 5/21/2021
Robin Fenwick	Final Approval - 5/25/2021

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)
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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 understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Cathleen Atwood
------------------------	-----------------

Date	12/13/2020
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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, 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
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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.](#)

Kelly Shirley

From: eFORM Shooter [SentForm@port_orange.org]
Sent: Tuesday, September 26, 2006 7:30 PM
to: Kelly Shirley
Subject: Form Submitted

Chose Environment Adv: X

Name:

Philip T. Klema

Birth Date:

Sept. 1, 1946

Address:

1062 Azalea Pointe Drive

Port Orange, FL 32129

Phone:

(386) 322-2724

Business Phone:

None (Retired)

Registered:

Yes

District:

2

Residency Length:

. Year

Serving On A Board:

No

Served On A Board:

No

Ref1 Name:

David W. James

Ref1 Address:

1064 Azalea Pointe Drive, Port Orange

Ref1 Phone:

(386) 322-2724

Ref2 Name:

William Hinebaugh

Ref2 Address:

8 Fox Cliff Way, Ormond Beach

Ref2 Phone:

(386) 226-7244 (Business)

Ref3 Name:

Pamela Huntoon, P.E.

Ref3 Address:

1350 Market Street, St. Louis, MO

Ref3 Phone:
(314) 768-6200 (Business)

High School:
Ritenour H.S., Overland, MO

's Grad Date:
964

College:
University of Missouri at Rolla

College Grad Date:
1969

College Degree:
B.S. Civil Engineering

Work Experience:
1970-2005 Metropolitan St. Louis Sewer District (MSD) Retired as a
Principal Engineer.

1968-1969 USACOE, St. Louis District, Engineer in Training.

Interests Activities:
Golf, gardening, sailing, photography, computers, and bicycling. Member
of American Society of Civil Engineer, and the Environmental Water
Resources Institute.

Community Involvement:
Regularly attend City Council meetings and Environmental Advisory Board
meetings. Ocassionly attend Code Enforcement Board meeting and Planning
Commission meetings. My wife works for the Port Orange YMCA Child Care.

Why:
It was suggested by members of the Environmental Advisory Board that I
pply for the vacant position. As a resident of Port Orange I feel it is
y resposibility to support and contribute to the City. I believe my
past experience as a Civil Engineer working for MSD where I dealt with
consulting engineers, developers, contractors, Federal and state
(Missouri) agencies, as well as providing support and laisons to many
municipalities within the District would be of some benifit to the City
of Port Orange.

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Wednesday, April 21, 2021 10:09:30 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
--	------------------------------

Pension Boards*	Field not completed.
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Order of Preference	Field not completed.
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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	Daniel
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Last Name	Pompi
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Date of Birth	1/20/1959
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Telephone	386-547-5796
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Email Address	djptrees@gmail.com
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Business Telephone	Field not completed.
--------------------	----------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	1311 N Wembley Circle, Port Orange, FL
---------	--

City Council District	District 3
How long have you been a resident of Port Orange?	40 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	Michael Anderson Port. Orange, 386-299-6641
Reference 2	Paul Skinner, 250 Seaview Ave, Daytona Beach, FI 386-852-8777
Reference 3	Lesley Green, 1311 N Wembley Circle, Port Orange, FI 386-383-5448
Education	
High School	St. Thomas Aquinas
Date Graduated High School	5/30/1978
College	University of Central Florida
Date Graduated College	12/11/1993
Degree	Master in Public Administration
Additional Information	
Work Experience	City of Daytona Beach Fire Department, Retired ISA Certified Arborist - Daniel Pompei Tree Service; Inc.
Interests / Activities	Interests: Self education, Sharing knowledge and experiences with others, being a Steward for the good of out community. Activities: Family time, travel, enjoying the outdoors,
Community Involvement	Church. Volunteer my time to help neighbors in my community. Share my knowledge and experience with other tree care professionals.

Why do you desire to
serve on these boards?

To become involved with a collective body who desires to
preserve our environment
through the sharing of ideas, educating our community and
participating in programs that will protect our present and future
environmental resources.

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 Daniel Pompei

Date 4/21/2021

*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: Thursday, May 13, 2021 9:39:16 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	Environmental Advisory 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	Melissa
------------	---------

Last Name	Frantz
-----------	--------

Date of Birth	7/12/1975
---------------	-----------

Telephone	386-295-8552
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Email Address	MelissaFrantz75@yahoo.com
---------------	---------------------------

Business Telephone	386-767-8761
--------------------	--------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	1032 Tompkins Drive
---------	---------------------

City Council District	2
How long have you been a resident of Port Orange?	38 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	Rev. Bob Kemp-Baird PO Box 7175 Daytona Beach FL 32116-7175 386-767-8761
Reference 2	Loraine Becker 865 Christy Drive Port Orange, FL 32129 386-299-4425
Reference 3	Cindy Lumpkin 866 Pine Forest Trail West Port Orange, FL 32127 386-795-3000
Education	
High School	Spruce Creek High School
Date Graduated High School	6/5/1993
College	Lexington Theological Seminary
Date Graduated College	6/9/2019
Degree	Master of Divinity
Additional Information	
Work Experience	17 years as Youth Director and 2 years as Associate Minister Daytona Beach Drive In Christian Church
Interests / Activities	hiking, camping, beach, glass fusing, painting, reading
Community Involvement	Oversee and manage multiple large community events through my work in the church and I work to connect volunteers with agencies that need them.
Why do you desire to	I want to learn more and be able to give back to a community

serve on these boards? that has given me so much in my lifetime.

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

Rev. Melissa Frantz

Date

5/13/2021

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.](#)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: No

SUBJECT: (F15) Golf Advisory Board Report

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY:

Project No.:

Funding Account No.:

Presenter:

ATTACHMENTS:

Shelby Field
Robin Fenwick

Created/Initiated - 5/13/2021
Final Approval - 5/13/2021



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: No

SUBJECT: (G16) Second Reading - Ordinance No. 2021-10 - Fire and Rescue Pension Fund Sections 54-77 and 54-104

DEPARTMENT: Administrative Services

GOAL: Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance 2021-10.

SUMMARY: On January 19, 2021 the new International Association of Firefighters (IAFF) Collective Bargaining Agreement (CBA) was ratified. During the negotiation process, proposed changes were made to Article 22 Retirement Plan. These changes involve having specialty and incentive pay included for purposes of member benefit calculations upon retirement as well as changing the multiplier from 2% to 3% for members hired after September 25, 2012. Additional clean-up language has also been added to clarify annual maximums limits in accordance with the Internal Revenue Code. The actuarial study is attached to this item describing the fiscal impact to the plan.

Project No.: N/A

Funding Account No.: N/A

Presenter: Jamie Miller

ATTACHMENTS:

1.	Ord No. 2021-10 - Port Orange Fire Pension Ordinance 5.7.21	Ord No. 2021-10 - Port Orange Fire Pension Ordinance 5.7.21.pdf
2.	IAFF Ratified Article 22	IAFF Ratified Article 22.pdf
3.	2021.04.07, Actuarial Cost Study of Proposed Benefit Changes - Port Orange Fire	2021.04.07, Actuarial Cost Study of Proposed Benefit Changes - Port Orange Fire.pdf

Robin Fenwick

Created/Initiated - 5/13/2021

ORDINANCE 2021-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, FIRE AND RESCUE PENSION FUND, BY AMENDING SECTION 54-77, DEFINITIONS; AMENDING SECTION 54-104, BENEFITS AND CONTRIBUTION FOR MEMBERS HIRED ON OR AFTER DECEMBER 4, 2012; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange and the Port Orange Professional Firefighters Association IAFF, Local 3118 have ratified a new collective bargaining agreement for the term October 1, 2020 through September 30, 2021, that includes certain changes to pension benefits as provided for herein; and

WHEREAS, an amendment to the Port Orange Fire and Rescue Pension Fund ordinance is necessary to implement the pension changes; and

WHEREAS, certain other changes to the Pension Fund ordinance have been recommended by the Board of Trustees of the Port Orange Fire and Rescue Pension Fund to clarify language and comply with the Internal Revenue Code; and

WHEREAS, the Board of Trustees of the Pension Fund have considered such an amendment to be in the best interest of the participants and beneficiaries as well as serving to improve the administration of the Pension Fund; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change to the Pension Fund; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City of Port Orange to amend its code of ordinances as set forth hereinafter; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Section 54-77, Definitions, is hereby amended by revising the definition of “salary” as follows:

Section 54-77, Definitions.

* * * * *

Salary means the ~~m~~Member's fixed compensation (base pay) for services rendered to the city as a firefighter, plus all tax-deferred, tax-sheltered and tax-exempt items of income derived from elective employee payroll deductions or salary reductions. Base pay excludes overtime, education pay, specialty and incentive pay, lump sum payments of annual leave, sick leave, and compensation leave, and all other nonregular compensation. Notwithstanding the preceding sentence, effective July 1, 2021 salary shall include specialty and incentive pay. Compensation in excess of the limitations set forth in section 401(a)(17) of the Code. As of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each ~~m~~Member taken into account in determining benefits or employee contributions for any plan year may not exceed the dollar limit imposed under IRC Section 401(a)(17) or use more than this amount in applying certain nondiscrimination rules beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost of living increases in accordance with Internal Revenue Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a ~~m~~Member's contributions or

benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an eligible employee shall not be less than the amount which was allowed to be taken into account in effect on July 1, 1993. Eligible employee means an individual who was a ~~m~~Member before the first plan year beginning after December 31, 1995.

Section 2. Section 54-104, Benefits and contribution for members hired on or after December 4, 2012, is hereby amended as follows:

Sec. 54-104. - Benefits and contribution for members hired on or after December 4, 2012.

Notwithstanding any other provision of this system, ~~M~~members hired on or after December 4, 2012, shall be subject to the provisions of sections 54-76 through 54-103, except as otherwise provided below:

* * *

(4) The definition of salary is base pay and excludes overtime, education pay, specialty and incentive pay, lump sum payments of annual and sick leave, and compensation leave, and all other non-regular compensation. Notwithstanding the preceding sentence, effective July 1, 2021 salary shall include specialty and incentive pay.

* * *

(6) The maximum benefit at retirement shall not exceed the lesser of 90~~80~~ percent of average final compensation or. ~~The maximum annual benefit shall not exceed \$95,000.00.~~ However, in no event shall a member receive a benefit that is less than two percent of average final compensation for each year of credited service.

* * *

(8) The benefit multiplier shall be three~~two and one-half~~ percent of average final compensation per year of credited service.

Section 3. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance

may be renumbered or re-lettered to accomplish such intent. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

Section 6. This Ordinance shall be effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of _____, 2021.

Passed and adopted on second and final reading on the ____ day of _____, 2021.

Reviewed and Approved: _____
Matthew Jones, City Attorney

ARTICLE 22

RETIREMENT PLAN

22.1 The parties hereto recognize that the employees in the Bargaining Unit are participants in a Retirement Plan of the City as provided for by Chapter 175, Florida Statutes, and Section 54-76, etc. of the Code of Ordinances, City of Port Orange, Florida (hereby referred to as the "Retirement Plan"). Pensions and other retirement benefits for bargaining Unit employees which are not specifically enumerated in this labor Agreement are as set forth in the Retirement Plan. The City agrees to maintain the benefits and member contributions set forth in the Retirement Plan, with the changes provided below. An employee in this bargaining Unit who enters the DROP program on and after the effective date of this contract shall be subject to all of the terms of this contract including this Article.

The parties agree to amend the Retirement Plan following the adoption of the Ordinance implementing this Article, with changes to benefits effective the first of the month following the adoption of the Ordinance, as follows:

22.2 For members hired on or after September 25, 2012 the accrued benefit will be determined as 3.00% of Average Final Compensation for each year of Credited Service. The maximum benefit is the lesser of 90% of Average Final Compensation and \$95,000.

The definition of Salary will be amended to include the additional item of all Specialty and Incentive Payments as pensionable compensation for calculating benefits.

22.3 Reserved.

22.4 After the Retirement Plan achieves a funded ratio of 100% or greater as reflected in the current Disclosure Information prepared in accordance with Governmental Accounting Standards Board requirements, the City will make a contribution, of the higher of either the normal cost of the plan or a minimum thirteen percent (13%) towards a stabilization fund for use during economic downturns to smooth the volatility of required pension payments. This contribution shall be paid to the pension fund and shall not be used by the City or the members to acquire or fund new or additional benefits.

22.5 Should an issue arise with the State Division of Retirement regarding any provisions in this Article, both parties agree to work together to resolve the issues in order to gain approval of Plan changes.

22.6

Mutual Consent Agreement:

In compliance with section 175.351(6), F.S., a defined contribution plan component ("share plan") has been established as part of the benefit pension plan, to be funded exclusively with Ch. 175 premium tax revenues. However, the City and Union have mutually agreed that no Ch. 175 premium tax revenues will be allocated to a share plan at this time. The share plan shall not be activated until Ch. 175 premium tax revenues are allocated to the share plan by mutual agreement of the parties. At such time in which the City and Union agree to allocate Ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan. All annual premium tax revenues received pursuant to Ch. 175 will continue to offset the City's pension contributions. All accumulated excess premium tax revenues as of 10/01/16 will be used to offset the City's pension contributions.

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL COST STUDY OF PROPOSED BENEFIT CHANGES
April 7, 2021



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

April 7, 2021

Jamie Miller
Administrative Services Director
City of Port Orange

Re: Actuarial Cost Study of Proposed Assumption Changes

Dear Ms. Miller:

As requested in your February 8, 2021 email, we have performed a special actuarial analysis to determine the impact on the plan's funding requirements associated with the following benefit changes:

1. Benefit Rate / Maximum Benefit: for Firefighters hired on or after September 25, 2012 ("Tier 2" Firefighters) the accrued benefit is determined as 3.00% of Average Final Compensation for each year of Credited Service. The maximum benefit is the lesser of 90% of Average Final Compensation and \$95,000.

Current plan: 2.50% of Average Final Compensation for each year of Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000.

2. Definition of Salary: amend the definition of Salary to include all Specialty and Incentive Payments as pensionable compensation for calculating benefits, for both Tier 1 and Tier 2 Firefighters.

Current plan: Salary does not include these items.

The cost impact of change #1, determined as of October 1, 2020 and applicable to the fiscal year ending September 30, 2022, is set forth on the enclosure.

The cost impact of change #2 will be reflected in future valuations. Based on our October 9, 2020 analysis, Scenario 5a, the approximate impact of this change is a decrease of 4.40% in the Required City/State Contribution as Percentage of Payroll and an increase of \$426,709 in the plan's Unfunded Actuarial Accrued Liability (UAAL).

Future actuarial measurements may differ significantly from current measurements due to such factors as the following: plan experience differing from that anticipated by assumptions; changes in assumptions; increases or decreases expected as part of the natural operation of the methodology used (such as the end of an amortization period); changes in plan provisions or applicable law.

It should also be noted that this change to retirement benefits could potentially affect participants' retirement behavior. The results of this analysis do not reflect any change in the retirement assumption, but we will monitor the assumption should benefits be changed in order to ensure that the assumption is in line with anticipated future plan experience.

All assumptions and methods used are the same as described in the October 1, 2020 actuarial valuation report unless otherwise indicated. All of the sections of this report are considered an integral part of the actuarial opinions and of this analysis.

The funding percentages and UAAL as measured based on the actuarial value of assets will differ from similar measures based on the market value of assets. These measures, as provided, are appropriate for determining the adequacy of future contributions, but may not be appropriate for the purpose of settling a portion or all of its liabilities.

The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

Respectfully submitted,

FOSTER & FOSTER INC.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #20-7778



Tyler A. Koftan, EA, MAAA
Enrolled Actuary #20-8685

SUMMARY OF ACTUARIAL IMPACT

Below, we have provided a summary of the estimated actuarial impact for the discussed changes.

Change	Scenario	Required City/State Contribution (% of Payroll)	Increase/(Decrease) in Required City/State Contribution (% of Payroll)
	Current	88.30	
(1)	Benefit Rate (3.00%, up to 90% or \$95,000)	89.90	1.60

Change	Scenario	Unfunded Actuarial Accrued Liability (UAAL)	Increase in UAAL	Funded Ratio
	Current	16,218,986		68.7%
(1)	Benefit Rate (3.00%, up to 90% or \$95,000)	16,375,061	156,075	68.5%



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/1/2021

Consent item: No

SUBJECT: (H17) First Reading - Ordinance No. 2021-14 - Dental Amalgam

DEPARTMENT: Public Utilities

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Ordinance 2021-14.

SUMMARY: In 2017, the Florida Department of Environmental Protection (FDEP) and the United States Environmental Protection Agency (USEPA) under the Clean Water Act modified Code of Federal Regulation section 40, part 441 (40 CFR part 441) regarding the disposal of dental amalgam into sanitary sewer systems and mandating a compliance deadline of 2020.

Dental amalgam is a dental filling material used to fill cavities caused by tooth decay. It is a mixture of metals, consisting of liquid mercury and a powdered alloy composed of silver, tin, and copper. About 50% of amalgam is mercury. Mercury containing amalgam waste finds its way into the sewage treatment plants and ultimately into the environment.

This ordinance provides the City of Port Orange the ability to enforce the new regulation by amending Chapter 74, Article I of the Code of Ordinances and establish a new Section 74-83 related to requirements for dental facilities that remove or place amalgam fillings in compliance with rule 40 CFR Part 441-Dental office Category Rule.

Project No.: N/A

Funding Account No.: N/A

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Department Justification Memo - Dental Amalgam Ord 2021-14	Department Justification Memo - Dental Amalgam ordinance (1).docx
2.	Ordinance No. 2021-14	Ordinance No. 2021-14.pdf

Kynah Cockcroft
Julia Wiggins

Created/Initiated - 5/3/2021
Approved - 5/3/2021

Steve Parnell	Approved - 5/3/2021
Lynn Stevens	Approved - 5/7/2021
Matthew Jones	Approved - 5/18/2021
Wayne Clark	Approved - 5/21/2021
Robin Fenwick	Final Approval - 5/25/2021



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Jamie Miller, Interim Assistant City Manager

FROM: Lynn Stevens, Public Works and Utilities Director

DATE: May 7, 2021

SUBJECT: Ordinance 2021-14 Dental Amalgam

REQUEST:

The Public Works & Utilities Department is requesting City Council to approve Ordinance 2021-14 amending Chapter 74, Article 1 of the Code of Ordinances to establish new Section 74-83 related to dental amalgam.

PURPOSE:

In 2017, the Florida Department of Environmental Protection (FDEP) and the United States Environmental Protection Agency (USEPA) under the Clean Water Act modified Code of Federal Regulation section 40, part 441 (40 CFR part 441) regarding compliance with the disposal of dental amalgam into sanitary sewer systems mandating a compliance deadline of 2020. This ordinance provides the City of Port Orange control to enforce the new regulation.

CONSIDERATION:

Dental amalgam is a dental filling material used to fill cavities caused by tooth decay. It is a mixture of metals, consisting of liquid mercury and a powdered alloy composed of silver, tin, and copper. About 50% of amalgam is mercury. Mercury containing amalgam waste finds its way into the sewage treatment plants when a filling is removed because the amalgam material is often flushed into the chair-side drains. Once the mercury enters the treatment plant, it ends up in the sludge, the solid material that remains after the wastewater is treated. The mercury then makes its way into the environment through incineration, landfilling, land application of sludge, or through surface water discharge.

FDEP and USEPA enacted a new rule regarding disposal of dental amalgam into sanitary sewer systems in 2017. The rule requires all dental offices, under the Clean Water Act, to reduce discharges of mercury into municipal sewage treatment plants. The goal is to reduce the discharge of mercury by 5.1 tons, as well as, reduce 5.3 tons of other metals

found in waste dental amalgam to the municipal sewage treatment plants. This is accomplished by requiring all dental facilities that place or remove amalgam regularly to install amalgam separators at their chairs. If the dental office does not place amalgam and does not remove amalgam except on a limited emergency or unplanned circumstances, they are exempt from having to install an amalgam separator.

The rule required dental offices to comply by July 2020. A one-time compliance report had to be completed by all dental offices and submitted to the sanitary sewer provider (City of Port Orange Central Laboratory) by October 2020. The City has received these compliance reports as required.

This ordinance allows the City of Port Orange to enforce the requirements of the Dental Amalgam rule.

FUNDING:

There is no funding associated with this request.

RECOMMENDATION:

The Public Utilities Department recommends City Council to approve Ordinance 2021-14 amending Chapter 74, Article 1 of the Code of Ordinances to establish new Section 74-83 related to dental amalgam.

ANTICIPATED SCHEDULE:

- a) Council Meeting – First Reading June 1, 2021
- b) Council Meeting – Second Reading June 15, 2021

ATTACHMENTS:

Ordinance 2021-14 Draft

ORDINANCE NO. 2021-14

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 74,
ARTICLE I OF THE CODE OF ORDINANCES TO
ESTABLISH A NEW SECTION 74-83 RELATED TO
REQUIREMENTS FOR DENTAL FACILITIES THAT
REMOVE OR PLACE AMALGAM FILLINGS; PROVIDING
FOR DEFINITIONS; ESTABLISHING REPORTING AND
WASTE MANAGEMENT PRACTICES FOR AMALGAM;
PROVIDING FOR APPLICABILITY AND EXEMPTIONS;
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR CODIFICATION;
PROVIDING FOR SEVERABILITY AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City of Port Orange owns and operates a municipal sanitary sewer system; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) has proposed additions to local regulations consistent with Rule 40 CFR Part 441 - Dental Office Category Rule; and

WHEREAS, the City Council has determined that such local regulations enhance the health, safety, and welfare of the citizens of Port Orange.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, as follows:

SECTION 1: The City Council of the City of Port Orange, Florida hereby amends Chapter 74, Article I, to establish a new Section 74-83 which shall read as follows:

Section 74-83. - Requirements for dental facilities that remove or place amalgam fillings.

(a) Definitions. For the purposes of this section the following words and phrases shall be as defined herein.

- (1) "Amalgam separator" is a device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sewer.
- (2) "Amalgam waste" means and includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam

(including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.

- (3) "ANSI/ADA Standard No. 108" is the American National Standards Institute and American Dentistry association standard for amalgam separators.
 - (4) "Existing Source" is any any facility subject to this Section whose first discharge to the sewer collection system occurred on or before July 14, 2017.
 - (5) "ISO 11143" is the International Organization for Standardization's standard for amalgam separators.
 - (6) "New Source" is any facility subject to this Section whose first discharge to the sewer system occurs after July 14, 2017 and must comply immediately upon commencement of discharge.
- (b) All owners and operators of dental facilities that remove or place amalgam fillings shall comply with the following reporting and waste management practices:
- (1) For existing sources, the One-Time Compliance Report is due no later than October 12, 2020 or no later than 90 days after transfer of ownership.
 - (2) For new sources, the One-Time Compliance Report is due within 90 days of the start of discharge to the sewer collection system.
 - (3) No person shall rinse chairside traps, vacuum screens, or amalgam separators equipment in a sink or other connection to the sanitary sewer.
 - (4) Owners and operators of dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management and disposal of mercury-containing material and fixer-containing solutions and shall maintain training records that shall be available for inspection by the superintendent or designee during normal business hours.
 - (5) Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
 - (6) Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.

- (7) The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.
- (c) All owners and operators of dental vacuum suction systems, except as set forth in subsections (d) and (e) of this section, shall comply with the following:
- (1) An ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator or equivalent device shall be installed for each dental vacuum suction system on or before July 14, 2020; provided, however, that all dental facilities that are newly constructed on and after the effective date of this ordinance shall include an installed ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator device. The installed device must be ISO 11143 or ANSI/ADA Standard No. 108 certified as capable of removing a minimum of 95 percent of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified.
 - (2) Proof of certification and installation records shall be submitted to the superintendent within 30 days of installation.
 - (3) Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request therefor by the superintendent or designee during normal business hours. Records shall be maintained for a minimum of three years.
- (d) Facilities with vacuum suction systems that meet all the following conditions may apply to the superintendent for an exemption to the requirements of subsection (c) of this section:
- (1) The system is a dry vacuum pump system with an air-water separator.
 - (2) The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.
 - (3) Evidence of regular pump outs by a licensed hauler (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the superintendent during normal business hours.

- (4) The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank.

An owner or operator whose facility meets conditions (1) through (4) may apply for this exemption by written letter to the superintendent. The superintendent or designee will review the system and, if the exemption is approved, shall provide a written letter of exemption.

An exemption obtained pursuant to this subsection (d) shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with subsection (c) of this section before commencing further operation.

- (e) Dental dischargers that exclusively practice one or more of the following specialties are not subject to the requirements of this section: (1) Orthodontics; (2) Periodontics; (3) Oral and maxillofacial surgery; (4) Radiology; (5) Oral pathology or oral medicine; (6) Endodontistry and prosthodontistry.
- (f) Dental practices that do not place dental amalgam, and do not remove amalgam except in limited emergency or unplanned, unanticipated circumstances, are exempt from the requirements of this part, provided the dental practice:
- (1) Submits the following statement to the (City/County/Utility/Authority), signed by a responsible corporate officer, general partner, proprietor, or a duly authorized representative by the applicable compliance deadline identified in Section XXX.XX (b):

"This facility is a dental discharger subject to this rule and does not place or remove dental amalgam except in limited emergency or unplanned, unanticipated circumstances. I am a responsible corporate officer, a general partner or proprietor (if the facility is a partnership or sole proprietorship), or a duly authorized representative in accordance with the requirements of § 403.12(l) of the above named dental facility, and certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (2) Removes dental amalgam for limited emergency or unplanned, unanticipated circumstances, less than 12 times per year and as no more than 20% of dental procedures; and
- (3) The dental practice notifies the (City/County/Utility/Authority) of any changes affecting the applicability of this certification.
- (g) Disposal of hauled waste from dental facilities to the sanitary sewer is prohibited in accordance with Sections 74-103 and 74-106.
- (h) Dental dischargers that fail to comply with this section shall be considered significant industrial users, and will be subject to the requirements herein, including the compliance monitoring in accordance with Section 74-115, reporting requirements in accordance with Section 74-116, and enforcement remedies identified in Sections 74-118 & 74-119, respectively.

SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3: CODIFICATION.

The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

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SECTION 5: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney