



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 16, 2023

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE 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 Chaplain Daniel Deig of Advent Health Mission & Ministry
2. Pledge of Allegiance
3. Roll Call

B. RECOGNITION AND PROCLAMATIONS

4. Recognition of Sunshine State Sonar and Recon Dive Recovery for their efforts in finding Robert Heikka's vehicle
5. Teachers Appreciation Week

C. CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only
7. Agenda Approval
8. Approval of Minutes
 - a. April 25, 2023 - City Council Workshop Meeting
 - b. May 2, 2023 - City Council Regular Meeting
9. Bid Awards and Contract Items
 - a. Approval to award RFSQ #23-11 Grant Management Services for FEMA Hazard Mitigation Grant Program (HMGP) and Flood Mitigation Assistance (FMA) Stormwater & Drainage Improvement Projects to Pegasus Engineering, LLC
 - b. Approval of Task Authorization No. 3 to Schenkel & Shultz, Inc. for the Police Department HVAC Assessment

10. Resolution No. 23-17 - Approval of Second Quarter Budget Amendments for Fiscal Year 2022-2023
11. Resolution No. 23-18 - Adoption of Facility Plan for Water Reclamation Facility
12. Approval for Reinstatement of Years of Service for Charles Quinn
13. Approval of the Proportionate Fair-Share Agreement for the Sherwin Williams Paint Retail Store (Case No. SPIN 23-0005)
14. Approval of the Economic Incentive Agreement for Olsen Custom Homes & Consulting Inc. - Chapter 20 Targeted Business Program

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

E. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

16. Citizen Advisory Committee for TPO

G. PUBLIC HEARING

17. Second Reading - Ordinance No. 2023-03 – Fourth Amendment to the Master Development Agreement for the Riverwood Planned Unit Development / Case No. PRZA-23-0001
18. Approval of a Special Exception to allow off-site parking at 3640 Nova Road (Case No. CUSE-23-0001)

H. ADDITIONAL ITEMS

19. City Attorney
20. City Manager
 - a. City Manager Evaluation

I. COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports
 - a. Arthaus - Vice Mayor Reed Foley
 - b. Fire Pension Board - Vice Mayor Reed Foley
 - c. Police Pension Board - Councilman Drew Bastian
 - d. Roundtable of Elected Officials - Mayor Don Burnette
 - e. First Step Shelter - Mayor Don Burnette
 - f. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette

J. ADJOURNMENT

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



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



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

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

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
APRIL 25, 2023

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Don Burnette
	Also Present:	City Manager Wayne Clark City Attorney Matt Jones Assistant City Clerk Tracee Cody

DISCUSSION ITEMS

4. FY2022 Audit Discussion with James Moore & Co

Jonathan McKinney, Assistant City Manager/Finance Director, introduced Zach Chalifour, with James Moore & Co., to provide the FY 2022 Audit Presentation. Mr. Chalifour noted that the pension plan percentages and numbers are consistent in pension plan evaluations with other municipalities due to the investment market and returns being horrible in general for the 2022 fiscal year. Mayor Don Burnette thanked the Finance staff for the progress made in a year's time. Councilman Scott Stiltner inquired how the City of Port Orange compares to other cities in Volusia County, even including Brevard and Flagler County. Based on a study, Mr. Chalifour indicated Port Orange is middle to above average compared to about nine other Volusia County municipalities. Vice Mayor Reed Foley asked for clarification on how the pension audits work and Mr. Chalifour explained how the numbers are calculated.

5. Stormwater Drainage Utility Fees - Raftelis Financial Consultants, Inc.

Wayne Clark, City Manager, provided a brief update on the final step in the fees presentation. Mr. McKinney explained that the stormwater fees are being proposed as part of a required revenue stream for the next five years to help offset the costs of projects due to the most recent hurricanes, and introduced Henry Thomas of Raftelis, who spoke regarding a proposed stormwater rate adjustment plan.

Mayor Burnette noted that the last master plan was done in 2004 and believes a new master plan needs to be implemented. The stormwater fees are interrelated to a larger

objective. The city hasn't raised stormwater rates since 2018. In order to help fund the operating budgets and capital project needs in the future, the proposal would be an annual rate increase in 2024 of \$35.00, from \$115 to \$150, and then another annual rate increase of \$10.00 in 2026, from \$150 to \$160. There is also a proposed mitigation credit program that, if Council wanted to proceed with, staff would need to review the stormwater ordinance language to bring back to Council for adoption.

Mayor Burnette stressed that he would like all fees reviewed at a maximum of once every five years by approval of a resolution. Mr. Clark discussed future plans to bring back items for Council approval, which would include a master resolution to address fees. The Capital Improvement Programs, highlighting the six main infrastructure components to the stormwater master plan, will be discussed at the Workshop in May.

Mr. Thomas pointed out some of the legalities, in relation to increasing stormwater fees, with public hearings, trim notices, etc. Matt Jones, City Attorney, concurred and will advise Council on different options for their consideration.

Councilman Stiltner expressed the fees are necessary to improve the city's infrastructure, especially coming off of two recent bad storms. He also pointed out that some of the ditches that collect water and contribute to the flooding are in defunct Home Owners Associations, but the city does not have legal rights to access them. He would like further advice about how the city can remedy this situation. Vice Mayor Foley commented on possibly increasing smaller fee increments throughout the years rather than an increase in 2024 and 2026, which Council will have to discuss further and Mr. Thomas will have to re-evaluate.

ADJOURNMENT – 7:17 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 2, 2023

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 Pastor Stephen Johnson of New Life Church

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Don Burnette
	Also Present:	City Attorney Matthew Jones City Manager Wayne Clark Assistant City Clerk Tracee Cody

RECOGNITION AND PROCLAMATIONS

4. Port Orange University Certificates

Michael Springer, Public Information Officer, provided an overview of Port Orange University. Mr. Springer presented the class of Port Orange University 2023 with certificates. Mayor Don Burnette along with Council congratulated them individually.

5. Professional Municipal Clerks Week Proclamation

Mayor Burnette read the proclamation for Professional Municipal Clerks Week and presented it to Robin Fenwick, Assistant City Manager/City Clerk, and Tracee Cody, Assistant City Clerk.

CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only

There were none.

7. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Reed Foley and seconded by Councilman Tracy Grubbs. Motion carried unanimously by voice vote.

8. Approval of Minutes
 - a. April 18, 2023
9. Bid Awards and Contract Items
 - a. Approval of Ratification for Tomoka Construction Emergency Repairs for Dunlawton Ave Reclaim Main Break February 2023
10. Approval of a Declaration of Restrictive Covenants of the Port Orange Field Operations Facility property
11. Approval of Volusia County Justice Assistance Grant (JAG) Agency Funding Allocation

Motion to approve the Consent Agenda as presented was made by Vice Mayor Reed Foley and seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Robert Reinhegan, resident, suggested the City holds website training for citizens.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Councilman Grubbs agreed with Mr. Reinhegan's comment. Wayne Clark, City Manager, explained that the agendas and the layout look different because CivicPlus updated the portal. Vice Mayor Foley suggested that website training be included as a part of Port Orange University. Vice Mayor Foley also suggested a change to the agenda approval process.

All council members spoke highly of the newly renovated REC center and the grand opening. Mayor Burnette touched on the upcoming Parks & Rec bond.

Councilman Stiltner asked Mr. Clark and city staff to provide a brief update on the Sugar Forest community impacted by flooding and drainage issues, the house that caught fire that presented problems with Code Enforcement violations, and the Portona area. Mr. Clark explained that a lot of the flooding came from water collecting in the Nova Canal with no place for the water to run off. He informed Council of plans for allowing water to run off and projects currently underway, and also explained the ditches haven't been

maintained due to defunct Home Owners Associations, which the City is trying to resolve.

Robin Fenwick, Assistant City Manager/City Clerk, provided an update that the Public Works drainage staff has been out in the Sugar Forest community and other areas cleaning out drains. She explained that the house that caught fire was a quadruplex, each individually owned and insured, and is scheduled for a Special Magistrate hearing in June. If the owners do not come into compliance, the City is asking for authority to demolish the structure. Mrs. Fenwick also provided an update on potential Portona projects.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

13. Environmental Advisory Board Report

Kristine Cunningham, Chair of the Environmental Advisory Board, provided details from their meetings. She mentioned there are two openings on the board.

PUBLIC HEARING

14. First Reading - Ordinance No. 2023-03 – Fourth Amendment to the Master Development Agreement for the Riverwood Planned Unit Development / Case No. PRZA-23-0001 Mayor Don Burnette read Ordinance No. 2023-03.

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH AMENDMENT TO RIVERWOOD PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Penelope Cruz, Planning Manager, provided details on the request. Jessica Gow, attorney for the applicant, provided further details of the request. Andrew Halpern and Mrs. Halpern, property owners, explained their contractor misled them on permitting requirements and that the structure was approved by their Homeowners Association.

Councilman Drew Bastian questioned the applicants on the back story of the structure being built, the steps they took during the build, and how the city became involved. Councilman Bastian expressed concern that the sketches shown to the Homeowners Association did not raise flags regarding the location in relation to buffers.

Mr. Reinhausen commented that he would have liked to see the opposing person's withdrawal included in the packet. Mag Bishara, Riverwood Plantation Homeowners Association Board member, informed Council that their HOA paperwork indicates that residents must inquire about permit requirements and agreed that their contractor

misled the property owners. Ms. Cruz provided a breakdown of the owner's costs for permits and fines, etc. at Councilman Stiltner's request.

Motion to approve Ordinance No. 2023-03 was made by Vice Mayor Reed Foley and seconded by Councilman Tracy Grubbs. Motion carried 4-1 by roll call vote with Councilman Drew Bastian voting no.

ADDITIONAL ITEMS

15. City Attorney

There was nothing further.

16. City Manager

Mr. Clark announced that Junos Reed is now the City Engineer and Director of the Engineering Department, Tom DiEulio has been promoted to the Public Works Director, and Steve Parnell is the Deputy Public Utilities Director. Mr. Clark noted his evaluation is at the next council meeting and the City Attorney's is in June.

Mrs. Fenwick gave an update on legislative projects and explained all three projects submitted will receive funding, almost \$4 million, as long as the governor doesn't veto them.

COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

a. River to Sea TPO - Vice Mayor Reed Foley

Vice Mayor Reed Foley provided details from the recent meeting.

ADJOURNMENT – 8:06 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/16/2023

SUBJECT: (C9a) Approval to award RFSQ #23-11 Grant Management Services for FEMA Hazard Mitigation Grant Program (HMGP) and Flood Mitigation Assistance (FMA) Stormwater & Drainage Improvement Projects to Pegasus Engineering, LLC

DEPARTMENT: Community Development

GOAL: 1 - Public Safety; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve award of RFSQ #23-11, Grant Management Services for FEMA Hazard Mitigation Grant Program (HMGP), and Flood Mitigation Assistance (FMA) Stormwater & Drainage Improvement Projects, to Pegasus Engineering, LLC and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: Due to the highly complex nature of FEMA mitigation grants, there is a need to obtain professional services for grant management. The awarded firm will assist in the current HMGP application and future grant applications. Tasks related to the contract will include in-depth research and delivery of Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) deliverables specific to stormwater and drainage improvement projects, ability to perform FEMA Benefit Cost Analysis calculations, and community engagement. Projects that can be awarded through FMA and HMGP include community-wide drainage improvements, stormwater improvements, elevating residential structures, acquisition of residential structures and property, and demolition and rebuilding of residential structures.

RFSQ #23-11 was released on April 10, 2023. DemandStar shows 8 planholders downloaded the solicitation and it was broadcast to 453 members. On April 25, 2023, the City received one (1) Statement of Qualifications for RFSQ #23-11, Grant Management Services for FEMA Hazard Mitigation Grant Program (HMGP), and Flood Mitigation Assistance (FMA) Stormwater & Drainage Improvement Projects. The submittal was evaluated based on qualifications including but not limited to years of experience, project experience similar to the City's needs, and professional licensure. After review and scoring by the City's evaluation committee members, staff recommends an award to the sole proposer, Pegasus Engineering, LLC.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Pegasus Engineering, LLC RFSQ 23-11 Contract for Services with City of Port Orange (FEMA)	Pegasus Engineering, LLC RFSQ 23-11 Contract for Services with City of Port Orange (FEMA).pdf
2.	Port Orange RFSQ #23-11- Pegasus Proposal	Port Orange RFSQ #23-11- Pegasus Proposal.pdf
3.	RFSQ #23-11 Grant Management Services for FEMA HMGP - FMA Stormwater Drainage Improve	RFSQ #23-11 Grant Management Services for FEMA HMGP - FMA Stormwater Drainage Improve.pdf
4.	RFSQ 23-11 Grant Management Services Addendum 1 - 4.19.23	RFSQ 23-11 Grant Management Services Addendum 1 - 4.19.23.pdf
5.	RFSQ #23-11 Evaluation Ranking Summary	RFSQ #23-11 Evaluation Ranking Summary.pdf
6.	RFSQ #23-11 Notice of Intent to Award	RFSQ #23-11 Notice of Intent to Award.pdf

Margaret Tomlinson

Tim Burman

John McKinney

Matthew Jones

Wayne Clark

Tracee Cody

Created/Initiated - 4/27/2023

Approved - 4/28/2023

Approved - 5/1/2023

Approved - 5/9/2023

Approved - 5/10/2023

Final Approval - 5/11/2023



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation whose principal address is 301 West State Road 434, Suite 309, Winter Springs, Florida 32708. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Grant Management Services for Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP"), in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 23-11 ("RFSQ 23-11"). This Contract together with RFSQ 23-11, Addendum No. 1, Exhibit "1," and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, Addendum No 1 of RFSQ 23-11 and negotiated rate schedule are attached hereto as Exhibit "1." A complete copy of RFSQ 23-11 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five-year period.

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

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

Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided but the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2."

(a) All Task Authorization(s) issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the Parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by

the City's Contract Administrator. The obligations entered herein by both Parties under this Contract and said Task Authorization(s) shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization(s).

- (b) No new or additional Task Authorization(s) shall be issued after the original expiration date of this Contract. The extension to this Contract to coincide with the completion of an existing Task Authorization(s) issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Contractor to enter into a new or additional Task Authorization(s) after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization(s).

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Task Authorization(s); and reserves the right to utilize lump sum or hourly rate compensation, in amounts 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. The Contractor shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization.

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

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 25 of this contract concerning disputes.

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

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

8. Examination of Records

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

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after closeout of the FEMA grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such

contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers'

Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

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

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

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

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements

☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	

☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

19. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's

fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

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

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

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

24. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

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

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

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

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

29. Compliance with Other Federal Standards.

(a) Remedies. This Contract addresses administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See above Paragraph 8 - Termination for Default.

(b) Termination for Cause and Convenience. This Contract addresses termination for cause and for convenience by the City, including how it will be carried out and the basis for settlement. See above Paragraph 6 - Termination for Convenience of the City, Paragraph 8 – Termination for Default and Paragraph 11 - Termination for Non-Appropriation of Funds.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish

information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect

to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

If applicable, the City included the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full below, and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

“(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the

labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination

incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)

(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no

longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).”

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of

forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act. This provision is required for contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Recipient (if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

Competitively within a timeframe providing for compliance with the contract performance schedule;
Meeting contract performance requirements; or
At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) *Exceptions.*

- (1) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(i) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall

report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any Contract change, modification, amendment, addendum, Change Order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms. See above Paragraph 15 - Modifications or Changes to this Contract.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law

involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

30. Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act (“BABAA”), as part of the Infrastructure Investment and Jobs Act (“IIJA”) (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

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

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1395 Dunlawton Avenue

Port Orange, Florida 32129
(386) 506-5615

Contractor: Pegasus Engineering, LLC
Attention: Fursan Munjed, Managing Member
301 West State Road 434
Suite 309
Winter Springs, Florida 32708
(407) 992-9160 Ext. 309 - Telephone
david@pegasusengineering.net - E-Mail

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

33. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

34. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

PEGASUS ENGINEERING, LLC

By: _____

Fursan Munjed, Managing Member

If this Contract is signed by an individual not identified as an Officer of the Entity 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: _____

Printed Name: _____

Date _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Contractor's Negotiated Rate Schedule, RFSQ 23-11 Section 3,
and Addendum No.1 of RFSQ 23-11

Consisting of 4 Pages

Cost Proposal

Project Position or Classification (Function to be Performed)	Hourly Rate
Grant Program Manager	\$195.00
Grant Manager	\$185.00
Grant Management Specialist	\$150.00
Senior Designer	\$120.00
Designer/CADD Technician	\$100.00
Administrative Assistant	\$85.00

*NOTE: The Hourly Rate Schedule presented above pertains solely to Pegasus Engineering staff. No sub-consultants are envisioned under this contract. However, if the unforeseen need to retain a sub-consultant arises, Pegasus Engineering will obtain City staff's pre-approval.

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

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to establish a master agreement for Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the awarded engineering firm authorized representative. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

DESCRIPTION OF WORK

The City of Port Orange is seeking a professional firm that has extensive knowledge with FEMA Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the related statutory authority, the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community. The City seeks extensive knowledge in community engagement, drainage and stormwater projects in residential neighborhoods.

BACKGROUND

The City of Port Orange will be applying for multiple FEMA grants. Projects include community wide drainage improvements, stormwater improvements, residential elevation and residential acquisition and demolition. Due to the highly complex nature of mitigation grants, there is an identified need to obtain professional services for grant management.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 19, 2023

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated April 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFSQ DOCUMENT:

On p. 42, TAB D – APPROACH TO PROJECT/UNDERSTANDING in paragraph 2, strike the language '*especially SRC projects*' as this does not apply to the City of Port Orange.

C. QUESTIONS AND ANSWERS:

Question #1

Tab B: Company Profile – History and Qualifications lists page maximums for the first two bullets. Does the City have required page limits for the last two bullets in this section?

Answer #1

No

Question #2

Tab D: Approach to Project/Understanding – Does the City have a required page limit for this section?

Answer #2

No

Question #3

Is there an incumbent currently performing the same, or substantially similar work to the scope of services being solicited in this RFSQ?

Answer #3

No

Question #4

Tab D: Approach to Project/Understanding uses the term "SRC projects". Could the City please clarify what "SRC" stands for in this context?

Answer #4

See Letter B above.

Question #5

In Section 6 – Special Conditions, requirements include that the submitting firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal. Would the City be willing to consider a firm that was established in October, 2020, but meets all other requirements and can full demonstrate its staff have the adequate experience in FEMA HMGP and FMA programs necessary to provide the services requested?

Answer #5

No. The requirements outlined in the RFSQ document remain unchanged.

Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager

jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects remains unchanged.

END OF ADDENDUM NO. #1

EXHIBIT "2"

Sample Task Authorization for Services

Consisting of 21 Pages

TASK AUTHORIZATION NO. ____
Contract for Services dated _____
Between the City of Port Orange, Florida and Pegasus Engineering, LLC

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 **PEGASUS ENGINEERING, LLC** ("Contractor"), a Florida limited liability corporation with its principal place of business at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services dated as specified 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 _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Contractor shall complete the services to be provided herein within _____ 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 "____" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$_____. 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. Truth-in-Negotiations.
 - a. For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - b. Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

6. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors

with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or

owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or

audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State

Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its

own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) *Stafford Act Disaster Grants.* This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs

Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section

6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such

equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this

paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act

("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

7. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).
8. 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.

Witnesses:

PEGASUS ENGINEERING, LLC

_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____
_____	Date: _____
Printed Name: _____	

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager **OR**
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

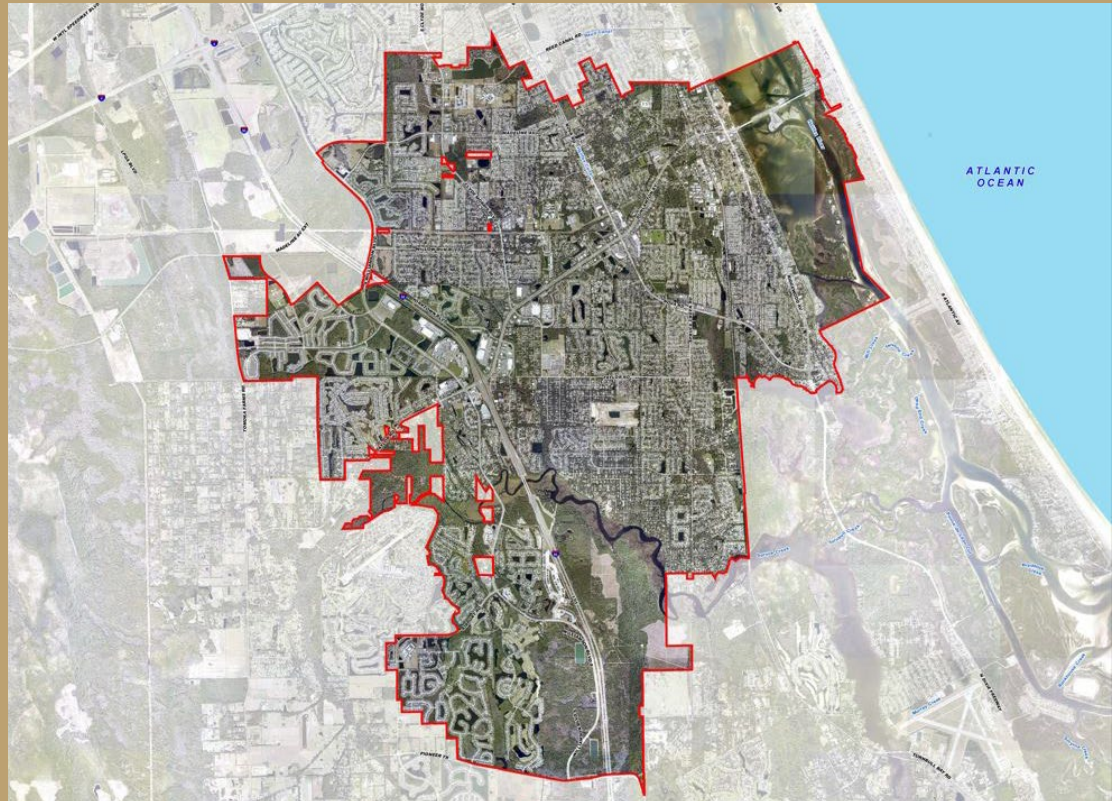


ORIGINAL

*Grant Management Services for
FEMA HMGP/FMA Stormwater &
Drainage Improvements Projects*



*Sealed
Qualifications*



RFSQ # 23-11

April 25, 2023



Mr. David Hamstra, P.E., CFM
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160, ext. 309
david@pegasusengineering.net

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April 25, 2023

Statement of
Interest

Ms. Jill Poolman, CPPO, CPPB, FCCM
Purchase Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

**Re: Request for Statement of Qualifications RFSQ #23-11
Grant Management Services for FEMA HMGP / FMA Stormwater & Drainage
Improvement Projects**

Dear Ms. Poolman:

Pegasus Engineering, LLC appreciates this opportunity to submit our qualifications to provide the City of Port Orange with professional services related to Grant Management Services related to FEMA HMGP/FMA Stormwater and Drainage Improvement Projects. We understand that the City is looking for a firm with extensive knowledge of FEMA's Hazard Mitigation Grant Program (HMGP) and Flood Mitigation Assistance (FMA) Program.

As a brief introduction, Pegasus Engineering, LLC is a civil engineering firm located at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, that is dedicated to assisting governmental agencies with Florida's growing public infrastructure needs. Pegasus Engineering is a Limited Liability Corporation (LLC) qualified by the State of Florida, Board of Professional Engineers under Certificate of Authorization No. 27770. The company's Federal Employer Identification Number (FEIN) is 26-0806410. Pegasus Engineering is also a certified minority owned business (MBE).

The extensive experience and accomplishments of our firm's personnel with consulting services related to grant writing and management, as well as planning, design, permitting and construction of stormwater and transportation infrastructure projects for local governments, is unsurpassed in terms of responsiveness, quality of services, and in meeting schedules and budget objectives.

Pegasus Engineering provides clients with a very talented staff, which have collectively performed an entire realm of grant management services related to civil engineering assignments with professional integrity, competence, and respect. The key personnel in charge of this contract include the following individuals:

❖ Grants Program Manager
David Hamstra, P.E., CFM
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160, extension 309
david@pegasusengineering.net

❖ Grants Project Manager
Leylah Saavedra, P.E., CFM
301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160, extension 310
leylah@pegasusengineering.net

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155
www.pegasusengineering.net

Stormwater retrofit projects may seem similar in nature; however, they may involve challenges that can be atypical, unique and/or complex. Pegasus Engineering has gained substantial grant management experience having successfully completed many simple and complex projects throughout the State of Florida. Our previous and current involvement with grant management services, encompassing grant application development to project close-out, provides a wealth of experience germane to this City's contract. Moreover, our company provides the City with several distinct advantages, the most important of which are briefly summarized below:

- ♦ **Schedule Considerations** – Our firm is committed to meet time and budget requirements and limitations. Due to municipal budget constraints in today's economic environment, we understand more than ever that each project must meet the defined schedule to maximize the funding share and to comply with grant contract timelines and conditions. Our firm will strive to exceed the City's expectations to comply with project-specific deadlines established by the Florida Division of Emergency Management (FDEM) on behalf of FEMA.
- ♦ **Benefit of Long Term and Significant Relationships with FDEM staff** – Our senior staff has an unsurpassed history of providing the most complete grant applications that greatly minimize the Request for Information (RFI) process, hence simplifying and expediting the overall grant approval process. Our level of professionalism and commitment has been identified by key staff and high-ranking members of FDEM, with whom senior Pegasus staff developed and nurtured key relationships that have proven to be invaluable resources for the success of the FEMA grants administered by FDEM.
- ♦ **Close Proximity to State Agency Administering Pertinent Grants** – Pegasus Engineering is only 22 miles from the FDEM Florida Recovery Office located in Orlando, Florida. The proximity of our business to the FDEM office provides direct coordination benefits with FDEM staff, and specifically, with the lead engineering and environmental specialists.

We understand the nature of the work to be accomplished, and the expectations and services that the City of Port Orange requires from their consultants. Our firm will be honored to assist the City with services ranging from identification of potential projects to grant application development and administration services. Pegasus hereby certifies that our company and all assigned professional staff possess all licenses, registrations and certifications required to provide the requested services to the City of Port Orange. We trust that our qualifications combined with our extensive and successful grant experience with similar projects, will demonstrate our unique qualifications and our strong professional desire to perform for the City's benefit. We urge the Selection Committee to contact our clients regarding our performance on similar projects. We guarantee that the City will be most pleased with our ability to provide responsive professional Grant Management Services.

Very truly yours,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Grants Program Manager

Fursan Munjed, P.E.
Principal



Tab A

Required Documents

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Respondents Acknowledgement
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Public Entity Crimes Statement
- ☒ Form 9.6 – Anti-Collusion Form
- ☒ Form 9.7 – Professional References for Previous Experience
- ☒ Form 9.8 – Authorized Signatures/Negotiators
- ☒ Form 9.9 – E-Verify Affidavit
- ☒ Form 9.10 – Debarment, Suspension and Other Responsibility Matters
- ☒ Form 9.11 – Non-Disclosure Agreement for Confidential Material
- ☒ Exhibit “A” – Description of Confidential Material
- ☒ Form 9.12 – No Submittal Request Form
- ☒ All current applicable licenses and current Certificate of Good Standing from the State of Florida Department of State
- ☒ Submission of one (1) original marked “ORIGINAL”, three (3) copies and one (1) digital (USB flash drive) version in PDF format

BY: **Pegasus Engineering, LLC**
Name of Business


Authorized Signature

April 25, 2023
Date

This document must be completed and returned with your Submittal

FORM 9.2 - RESPONDENT'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

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

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

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

Pegasus Engineering, LLC

Name of Business

Authorized Signature

Fursan Munjed, P.E., Principal

Printed Name and Title

26-0806410

Federal Identification No.

301 West State Road 434, Suite 309

Mailing Address

Winter Springs, Florida 32708

City, State & Zip Code

407-992-9160

Telephone Number

fursan@pegasusengineering.net

E-mail Address

STATE OF: **Florida** COUNTY OF: **Seminole**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

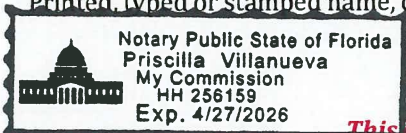
25th day of **April**, 2023, by **Fursan Munjed, P.E.** and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Priscilla Villanueva

Notary Public, State of **Florida**

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

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

Addendum# 1 Date: April 19, 2023 Addendum# _____ Date: _____

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

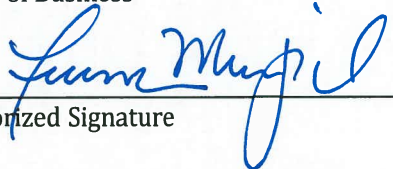
CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Pegasus Engineering, LLC

Name of Business


Authorized Signature

Fursan Munjed, P.E., Principal

Printed Name and Title

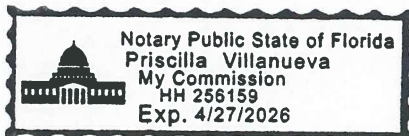
STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

25th day of April, 2023, by Fursan Munjed, P.E. and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 9.4 - DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Pegasus Engineering, LLC

Name of Business

Authorized Signature

Fursan Munjed, P.E., Principal

Printed Name and Title

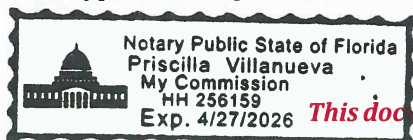
STATE OF: Florida COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of April, 2023, by Fursan Munjed, P.E. and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

Priscilla Villanueva Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

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

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

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

1. The business address of **Pegasus Engineering, LLC** (name of Respondent or business) is
301 West State Road 434, Suite 309, Winter Springs, Florida 32708.
2. My relationship to **Pegasus Engineering, LLC** (name of Offeror or business) is **Principal**

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

STATE OF: **Florida**

COUNTY OF: **Seminole**

Pegasus Engineering, LLC

Name of Business

Fursan Munjed
Authorized Signature

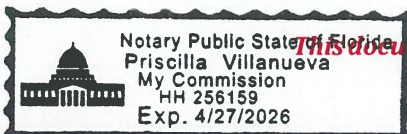
Fursan Munjed, P.E., Principal

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this **25th** day of **April**, 2023, by **Fursan Munjed, P.E.** and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

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



This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

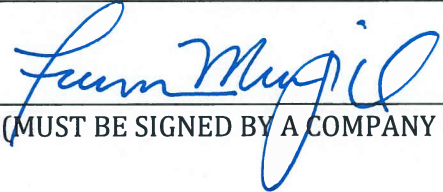
ANTI-COLLUSION STATEMENT FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENT AND THE CITY OF PORT ORANGE.

NAME OF FIRM: **Pegasus Engineering, LLC**

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

PRINTED SIGNATURE: **Fursan Munjed, P.E.**

TITLE: **Principal**

ADDRESS: **301 West State Road 434, Suite 309**

CITY, STATE AND ZIP CODE: **Winter Springs, Florida 32708**

TELEPHONE: **407-992-9160**

FAX: **407-358-5155**

F.E.I.N.: **26-0806410**

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of New Smyrna Beach
Contact Person: Kyle Fegley, P.E., City Engineer
City, State: New Smyrna Beach, Florida
Telephone Number: 386-410-2811 or 386-547-1159 (cell)
Email Address: kfegley@cityofnsb.com
Description of goods/services provided: HMGP – Elevation of 9 homes & Demolition Reconstruction of 15 homes
Contract Amount: \$6,126,984
Start/End Date of Contract: On-going
2. Company Name: Santa Rosa County
Contact Person: Lani Burritt, M.S.A., Grants & Special Programs Director
City, State: Milton, Florida
Telephone Number: 850-981-2016
Email Address: lanib@santarosa.fl.gov
Description of goods/services provided: HMGP – Metron Estates Drainage Improvements
Contract Amount: \$5,402,588
Start/End Date of Contract: On-going
3. Company Name: City of Bonita Springs
Contact Person: Elly Soto McKuen
City, State: Bonita Springs, Florida
Telephone Number: 239-980-2138
Email Address: elly.mckuen@cityofbonitasprings.org
Description of goods/services provided: HMGP – Spring Creek Golf Course Drainage Improvements
Contract Amount: \$21,140,000 (construction cost)
Start/End Date of Contract: On-going

This document must be completed and returned with your Submittal.

(Form 9.7 – Professional References for Previous Experience Page 2)

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

(NOT APPLICABLE)

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

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

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

This document must be completed and returned with your Submittal

FORM 9.8 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
<u>Fursan Munjed, P.E.</u>	<u>Principal</u>	<u>407-992-9160 x 302</u>
<u>Juan Fong, P.E.</u>	<u>Principal</u>	<u>407-992-9160 x 301</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>



Authorized Signature

Fursan Munjed, P.E., Principal
Print Name of Authorized Signature

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: Grant Management Services for FEMA HMGP / FMA Stormwater & Drainage Improvement Projects

Solicitation Number: RFSQ #23-11

I, the undersigned hereby certify that Pegasus Engineering, LLC (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Pegasus Engineering, LLC (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Fursan Munjed, P.E., Principal
Print or Type Name, Title


Signature of Affiant

26-0806410
Federal Employer ID Number (FEIN)

1586356
E-Verify Number

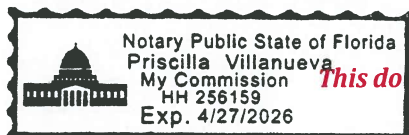
STATE OF FLORIDA

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of April, 2023, by Fursan Munjed, P.E. and who:

☒ Is personally know to me; or ☐ has produced _____ as identification.

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



This document to be completed and returned with your Submittal

Company ID Number: 1586356

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Pegasus Engineering, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1586356

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1586356

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1586356

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1586356

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 1586356

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Pegasus Engineering, LLC	
Name (Please Type or Print) Fursan Munjed	Title
Signature Electronically Signed	Date 09/10/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/10/2020

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Pegasus Engineering, LLC
Company Facility Address	301 WEST SR 434 SUITE 309 WINTER SPRINGS, FL 32708
Company Alternate Address	301 WEST SR 434 SUITE 309 winter springs, FL 32708
County or Parish	SEMINOLE
Employer Identification Number	260806410
North American Industry Classification Systems Code	541
Parent Company	Pegasus Engineering, LLC
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1586356

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)

Company ID Number: 1586356

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Fursan s Munjed
Phone Number	(407) 992 - 9160 ext. 302
Fax Number	(407) 358 - 5155
Email Address	fursan@pegasusengineering.net

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FORM 9.10 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
 - (b) Have not within a three-year period preceding this statement be convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
 - (d) Have not within a three-year period preceding this statement/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Statement.

Pegasus Engineering, LLC

Organization Name

RFSQ #23-11

Request for Statement of Qualifications Number

Fursan Munjed, P.E., Principal

Name and Title of Authorized Representative



Signature

April 25, 2023

Date

This document must be completed and returned with your Submittal

FROM 9.11 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# **RFSQ #23-11**

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: **Pegasus Engineering, LLC**

Address: **301 West State Road 434, Suite 309, Winter Springs, Florida 32708**

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the "Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Respondent to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.

12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: **Fursan Munjed, P.E.**

TITLE: **Principal**

DATE: **April 25, 2023**

ATTEST:

BY: _____

NAME: **Priscilla Villanueva**

TITLE: **Administrative Assistant**

DATE: **April 25, 2023**

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

No trade secret materials are disclosed by Pegasus Engineering, LLC as part of the response to this Request for Statement of Qualifications (RFSQ #23-11); however, Pegasus Engineering's financial statement, which is considered confidential material, is included in the response to the Request for Statement of Qualifications in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)", for the City of Port Orange's review.

FORM 9.12 – NO SUBMITTAL STATEMENT FORM (NOT APPLICABLE)

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation:

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no statement”.

- ☐ Specifications “too tight” or geared toward on brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.



Tab B

Company Profile – History and Qualifications



Company Profile – History and Qualifications

CORPORATE HISTORY OF THE FIRM

Pegasus Engineering is a Limited Liability Corporation (LLC) qualified by the State of Florida, Board of Professional Engineers under Certificate of Authorization No. CA27770. The company Federal Employer Identification Number is 26-0806410. Mr. Juan Fong, P.E. and Mr. Fursan Munjed, P.E. are the firm's principal officers. Pegasus Engineering, LLC is celebrating its 15th year of successful business and continues to provide the State of Florida with professional engineering services related to public infrastructure, with a primary emphasis on grant management, stormwater management, and transportation. It should be noted that we have specialized and focused our energies on serving Florida governments in a similar capacity through continuing contracts.



Pegasus Engineering, LLC is a civil engineering firm that was organized and registered with the State of Florida in August 2007. However, senior staff have been providing successful grant management services to public clients for the past 18 years. Moreover, Pegasus Engineering is also certified (under the provisions of 287 and 295.187 of the Florida Statutes) as a Minority Business Enterprise.

OFFICE LOCATION

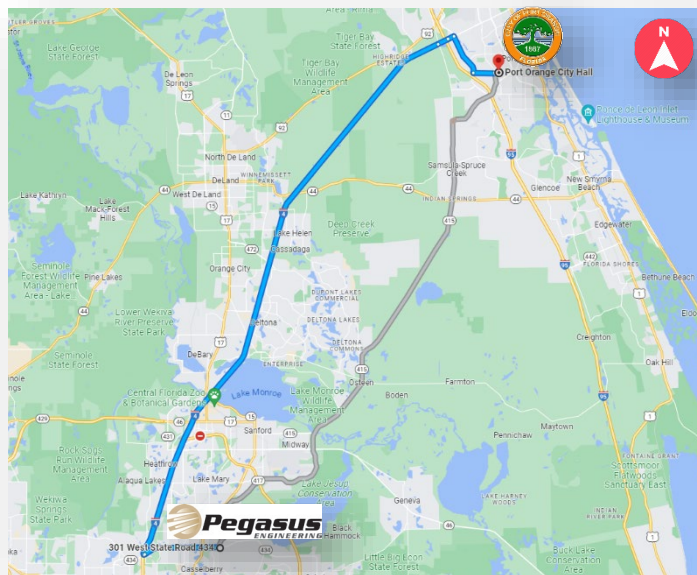
The vast majority of the work to be completed for this contract will be performed at **Pegasus Engineering headquarters** located in Winter Springs, Seminole County, at the following address:

***Pegasus Engineering, LLC**
301 West State Road 434
Suite 309
Winter Springs, Florida 32708*

Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

Our main office is located approximately 50 minutes (48 miles) from City Hall.

Our satellite office located at 3030 Starkey Boulevard, Suite 226, Trinity, Florida 34655 will provide support services, if needed, based on the workload that will be generated by the City of Port Orange's Grant Management Services contract.



FIRM SIZE AND STRUCTURE

Our firm is led by two (2) Principals, with a total of eleven professional engineers, with experience ranging from 21 to over 50 years of professional service. Our engineers are supported by four (4) designers/technicians and two (2) administrative staff. The following table summarizes our firm's professional staff along with the years of professional experience for each member organized by department:

Pegasus Engineering Staff Summary By Department			
Stormwater & Grants	Transportation	Civil / Utilities	Administrative
David Hamstra, P.E., CFM (39)	Juan Fong, P.E. (30)	Tom Kelley, P.E. (50)	*Priscilla Villanueva Linnie Hunt
Greg Teague, P.E., CFM (33)	Fursan Munjed, P.E. (30)	*Beth Whitehart, P.E., CFM (21)	
*Leylah Saavedra, P.E., CFM (27)	Firas Munjed, P.E. (31)		
Mike Bruegger, P.E. (37)	Keith Johnson, P.E. (21)		
Johan Rodriguez, P.E., CFM (27)	Sean Beck (21)		
*Donny Greenough (32)	Tom Andrezzi (42)		
Jason Birkhead (23)			

*Pegasus key staff members who will perform the work required under this contract, including 3 State of Florida Professional Engineers who are also State Certified Floodplain Managers, a designer, and an administrative assistant.

FIRM 'S ABILITY, CAPABILITY AND SKILL TO PERFORM UNDER THE CITY'S CONTRACT

During the past twenty-nine (29) years, senior staff of the Pegasus Engineering Stormwater Department have provided stormwater-related engineering services for numerous continuing contracts encompassing a diverse array of governmental entities. For the past eighteen (18) years, the Pegasus Team's senior staff have been successfully providing grant-related management services to our clients.

In summary, the Pegasus Engineering Stormwater Department specializes in providing our public sector clients with specific services, such as:

- Grant Application Development
- Grant Management (Ph I & Ph II)
- Benefit Cost Analyses
- NPDES Support Services
- Community Rating System (CRS) Services
- Stormwater Management Master Plans
- Drainage Basin Studies
- Hydrologic / Hydraulic Modeling
- Capital Improvement Programs (CIPs)
- Stormwater Retrofit Projects
- Environmental Permitting
- Post-Design Services

Moreover, one of the major strengths of the senior personnel of Pegasus' Stormwater Department is the ability to secure grant money from various local, state and federal programs and successfully and effectively manage grant programs. Proposed capital improvement projects, as well as flood mitigation projects, are costly and require a substantial financial commitment from the municipality or homeowners. However, there are numerous programs that provide funding to alleviate some of the financial burden and allow projects to move forward. Over \$100 million dollars in grant funding has been secured by Pegasus staff, of which \$70 million dollars are exclusively FEMA funding from the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) and the Pre-Disaster Mitigation (PDM) programs. Meanwhile, over \$40 million dollars of grant funding are currently being managed by our senior personnel on behalf of various municipalities/clients.

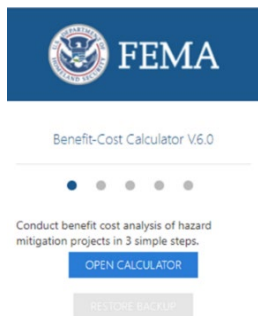
Regarding **FEMA grant experience**, our team of professionals are involved in numerous Local Mitigation Strategy (LMS) technical groups for the Cities and Counties that we serve, by participating in quarterly meetings where mitigation projects are discussed for incorporation into the respective County's master mitigation project list. On many occasions, our team of professionals have held technical presentations related to floodplain management in front of the LMS technical groups.

Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

Our Pegasus Engineering staff is also quite familiar with FEMA's portal platform, including the newly implemented FEMA Grants Outcomes, or simply called "FEMA GO" interface, implemented in 2020 by FEMA as the new grant system, which allows for the digital submittal of FMA and BRIC grant applications.

FEMA GO

Moreover, our Pegasus Engineering staff has vast experience developing hydrologic & hydraulic (H&H) studies ranging in size from a small drainage area to several hundreds of acres. Flood routing analysis is critical in the field of stormwater management as flood routing results serve as the basis for the development of the damage quantification analysis needed for the development of a successful Benefit Cost Analysis. These efforts are complemented with detail-developed figures and exhibits prepared using the latest version of ArcGIS technology.

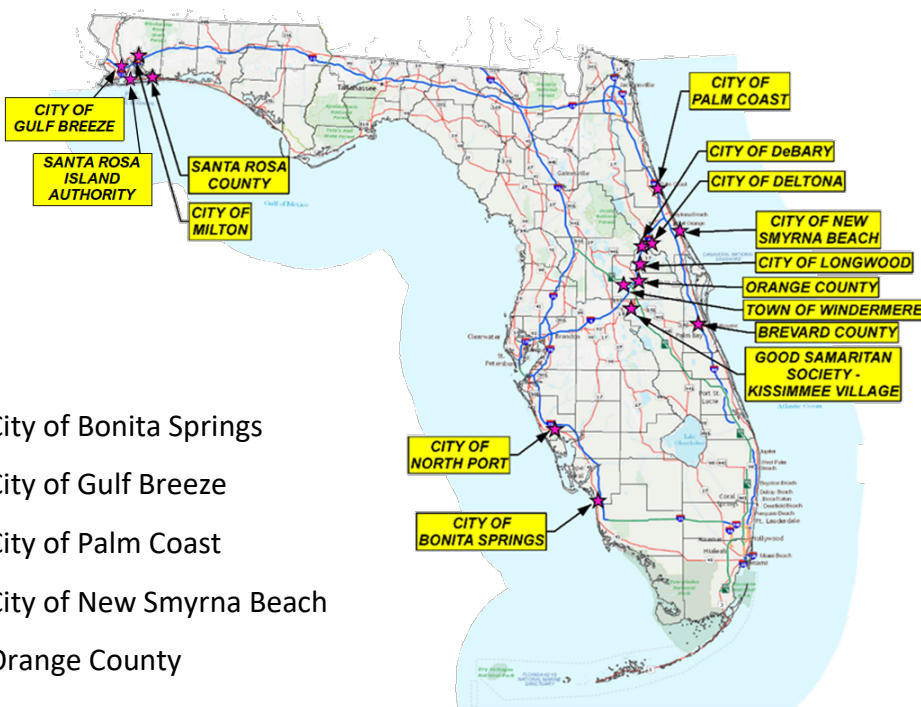


Our team is also very familiar with FEMA's latest Benefit Cost Analysis toolkit, version 6.0. This Excel-based software allows for the development of benefits generated by mitigation projects based on incurred historic damages or flood-routed and predicted damages. These values are compared to the proposed project cost; therefore, generating a benefit cost ratio for the mitigation project being analyzed.

The State of Florida map presented herein depicts Pegasus' current and past clients served by our firm under grant management services contracts.

Pegasus Engineering holds current grant management related contracts with the following clients in the State of Florida which are projected to extend through 2024:

- City of Bonita Springs
- City of Gulf Breeze
- City of Palm Coast
- City of New Smyrna Beach
- Orange County



The Pegasus Engineering professionals to be assigned to this contract have a wealth of experience with previous projects that are very similar in nature to the tasks envisioned by the City of Port Orange as part of this Grant Management Services contract. More specifically, David Hamstra, P.E., CFM and Leylah Saavedra, P.E., CFM are very well-respected professionals in the field of grant management in the State of Florida. Mr. Hamstra and Ms. Saavedra, supported by their team of grant management professionals, have extensive experience working with local governments on securing and managing FEMA grants secured under the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance Program (FMA), the Pre-Disaster Mitigation Program (PDM), and the Building Resilient Infrastructure and Communities Program (BRIC). Additionally, the Pegasus team has a wealth of experience securing and managing NRCS, FDEP, and HUD Grant programs (i.e., Community Development Block Grant or CDBG, CDBG-Disaster Recovery and CDBG-Mitigation).

Pegasus Engineering does not foresee any potential conflicts of interest between the City of Port Orange's contract and our firms' contracts with our other current clients.

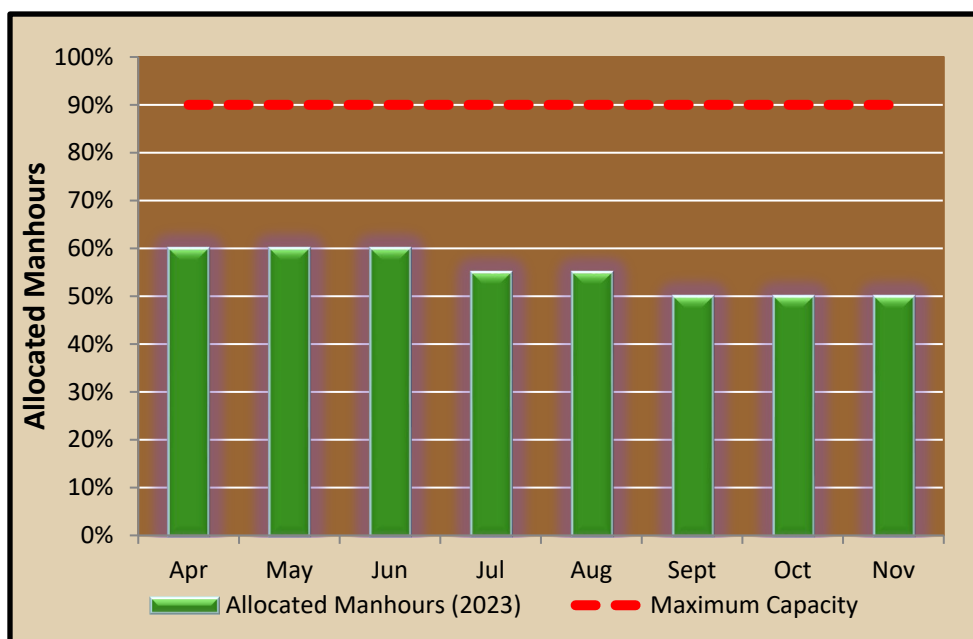
Our successful grant-related services encompass several factors, including: early coordination with our clients, securing input from affected residents via flood questionnaires, close coordination with local officials with historical flooding knowledge, detailed field reviews, preparation of hydrologic and hydraulic (H&H) studies, grant application development, preparation of benefit cost analyses, and grant management services. The latter involves preparation of quarterly reports, requests for reimbursement, and close-out request packages including requests for final inspections, coordination with client and residents regarding land and/or easement acquisitions, review of pertinent grant documentation, review of construction bid documents, bid submittals and contracts for consistency with grant program guidelines, coordination with construction contractors regarding grant contract requirements, and addressing Requests for Information from the Florida Division of Emergency Management (FDEM), among others. Another critical element for successful grant management is to ensure that the period of performance and the budget are maintained. Pegasus Engineering constantly monitors the project progress to ensure adherence to the FEMA-established grant timelines and budgets. However, when the need arises, well-documented period of performance extension requests and/or budget increase requests are submitted to FDEM for review and approval consideration.

PROJECTED COMMITMENT OF RESOURCES

The Pegasus team strives to complete projects within budget and on schedule. Our consistent performance record is reflected in the high percentage of repeat work awarded to Pegasus Engineering by our governmental clients under both continuing services and single project contracts, some of which extend beyond twenty-five years of uninterrupted service.

As illustrated by the chart provided below, the Pegasus team workload is presently estimated at approximately 45% of capacity. This existing workload is anticipated to slightly increase in the Summer of 2023 and decrease shortly thereafter. Therefore, the key personnel to be assigned to perform on this City contract currently have sufficient capacity to begin work immediately upon receipt of the contract agreement.

Personnel Resource Allocation	April 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023 and beyond
Total manhours available	45%	40%	40%	40%	40%	40%	50%	50%
Total manhours committed to existing projects	50%	55%	55%	55%	55%	55%	45%	45%
Estimated manhours to be allocated to this project	45%	40%	40%	40%	40%	40%	50%	50%
Manhours of reserve capacity	5%	5%	5%	5%	5%	5%	5%	5%



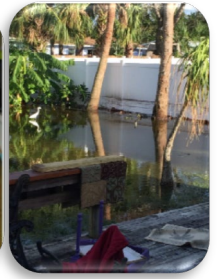
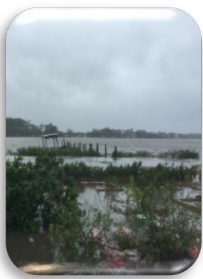
ABILITY TO SUSTAIN THE POTENTIAL LOSS OF KEY PERSONNEL

In addition to Pegasus Engineering's key staff members that will be dedicated to serve the City of Port Orange under this contract, our firm has a surge resource pool of additional staff and subject matter experts which are available to be called upon to support the City. This pool includes engineers, grant specialists, grant support staff and GIS technicians who are available to be assigned to work on City projects if the need arises and in case of an employee departure.

PROJECTS AND EXPERIENCE

As justification / documentation of our previous experience with Federal and State grant management, please refer to the following ten (10) representative projects, which demonstrate our prior grant-related experience.

Project Name	Client
Elevation of 9 Flood-Prone Homes and Demolition/Reconstruction of 15 Flood-Prone Homes	City of New Smyrna Beach, Florida
Metron Estates Drainage Basin Improvements	Santa Rosa County, Florida
Spring Creek Golf Course Drainage Improvements	Bonita Springs, Florida
Elevation of 87 Structures – Decommissioning of Wastewater Treatment Plant	Good Samaritan Society Kissimmee, Florida
IBE/Downs/Quinn/Dean West of Imperial Voluntary Home Acquisition and Demolition	City of Bonita Springs, Florida
City Hall Generator	City of Palm Coast, Florida
Orlo Vista Flood Mitigation Project	Orange County, Florida
Saferoom for First Responders	City of Longwood, Florida
Emergency Power Upgrade for Chiller Support	Florida Hospital New Smyrna Beach
Maranatha Way and Chipper Lane Drainage Improvements	Santa Rosa County, Florida



ELEVATION OF 9 FLOOD-PRONE HOMES AND DEMOLITION/ RECONSTRUCTION OF 15 FLOOD-PRONE HOMES CITY OF NEW SMYRNA BEACH, FLORIDA

HMGP 4337-197-R
HMGP 4337-374-R
HMGP 4337-373-R

Services Provided:

- **HMGP Grant Application Development**
- Benefit Cost Analyses
- Public Meetings
- Engineering Analysis
- Volusia County LMS Presentation
- One-on-One Meetings with Homeowners
- City Council Presentations
- Coordination with DEM and City staff

Engineering Fees:

\$203,535

Construction Costs:

Project ①: \$1,287,888 (bid amount)
Project ②: \$997,300 (bid amount)
Project ③: \$3,841,796 (estimate)

Client Reference:

Kyle W. Fegley, P.E., City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168
386-410-2811 / 386-410-2804 (fax)
kfegley@cityofnsb.com

Project Manager:

David Hamstra, P.E., CFM (Project Management)

Senior Project Engineer/Grant Manager:

Leylah Saavedra, P.E., CFM (HMGP and Grant Application Development)

DEM Project Manager:

Carmen Acosta

The Central Beach and Islesboro communities of the City of New Smyrna Beach are located in immediate proximity to the Callalisa Creek and Turnbull Bay waterbodies, which are hydraulically connected to and directly influenced by the Atlantic Ocean via Ponce de Leon Inlet. Climatic changes and global warming are becoming evident in these coastal communities. This fact, combined with their tidal-influenced condition, are making these areas very vulnerable for recurring structural flooding. In October 2016 (Hurricane Matthew) and/or September 2017 (Hurricane Irma), over 40 homes experienced structural flooding and a considerable content loss as flood waters staged between 2 inches and 18 inches inside living quarters, causing vast devastation.

In an attempt to flood-mitigate affected residences, the City of New Smyrna retained the services of Pegasus Engineering to conduct public meetings, coordinate with City staff and local residents, provide updates to the City Commission, and conduct public presentations. The goal of this effort was to establish the number of homeowners interested in mitigating their homes. Once this effort was completed, Pegasus proceeded to conduct one-on-one meetings with individual homeowners in order to hear their concerns, determine their best mitigation alternative, and discuss temporary living expense allowances, given their particular cases. Additional public workshops, a Volusia County Local Mitigation Strategy (LMS) presentation and continuous coordination with homeowners (in order to address their additional concerns) and with the State of Florida Division of Emergency Management (DEM) staff (in order to consult regarding the mitigation strategies being considered) also took place via e-mail correspondence.

Subsequently, Pegasus proceeded to prepare and submit FEMA Hazard Mitigation Grant Program (HMGP) applications to DEM under the Hurricane Irma Disaster (DR-4337) to offset the costs associated with the implementation of the chosen mitigation measures, namely: elevation and mitigation reconstruction. Three HMGP applications were submitted to the State for funding consideration: ① Elevation of 6 homes based on Pre-Calculated Benefits; ② Elevation of 3 homes based on Benefit Cost Analysis and ③ Mitigation Reconstruction of 15 homes based on Benefit Cost Analysis.

The HMGP Grant application effort involved the review of available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals. Moreover, field reviews, securing homeowner signatures on FEMA forms, preparing engineer's estimates of construction, relevant figures and maps, Benefit Cost Analyses and supporting technical documentation were also performed. Note that in order to justify the applicability of Sea Level Rise onto the Benefit Cost Analysis module, Pegasus researched and reviewed available tidal and rainfall data associated with Hurricane Irma and prepared a technical analysis justifying tidal influence at Central Beach and Islesboro Communities (although they are not considered coastal areas per FEMA maps). This study was submitted to the State and was subsequently approved by FEMA.

Currently, the elevation projects are moving forward to implementation under two separate elevation contracts and the demolition/reconstruction project is in the bid advertisement phase. As part of this phase of the projects, Pegasus will serve the City by providing further grant management services, including contract reviews, continuous and close coordination with City staff and homeowners, bidding services, public meetings, presentation to City Council, preparation of quarterly reports, requests for reimbursement, securing contractors compliance with grant requirements (including 2 CFR 200 regulations), close-out requests and conducting final inspections with DEM, City staff and homeowners.



METRON ESTATES SUBDIVISION

DRAINAGE BASIN IMPROVEMENTS

SANTA ROSA COUNTY, FLORIDA

(HMGP 4337-514-R)

Services Provided:

- **HMGP Grant Application Development and Grant Management Services under Phases I and II of the FEMA grant agreement**
- **Benefit Cost Analysis**
- Data Collection and Field Work
- Drainage Inventory and Mapping
- Hydrologic / Hydraulic Analysis
- Design and Permitting
- Construction Plans
- Post-Design Services

Engineering Fees:

\$26,740 (HMGP Grant Application Development)
\$55,709 (Grant Management)
\$306,784 (Design Engineering Fees)

Construction Cost:

\$5,402,588 (lowest bid)
\$44,500 (Post-Design)

Construction Completion Date:

September 2023 (projected)

Client Reference:

Lani Burritt, Grants and Special Projects Director
6495 Caroline Street, Suite G
Milton, Florida 32570
850-981-2016 (phone)
850-981-2015 (fax)
lanib@santarosa.fl.gov

Project Manager:

David Hamstra, P.E., CFM
(Engineering Design)

Senior Project Engineers:

Leylah Saavedra, P.E., CFM (HMGP Grant Application Development, and Phases I and II Grant Management Services)

Mike Bruegger, P.E.
(Engineering Design)

FDEM Project Managers:

Angela Collins

The project is located south of Pennington Lane, west of La Floresta Subdivision and Pea Ridge Market & Self Storage, north of Highway 90, and east of Keyser Lane, within Pace, Florida 32571, within unincorporated Santa Rosa County. The Metron Estates Drainage Basin has suffered from chronic localized yard and roadway flooding, structural flooding of over thirty (30) single family residences, and severe erosion for many years due to inadequate and lack of existing stormwater infrastructure to properly capture and convey stormwater runoff as well as due to moderate to steep topography.

Pegasus Engineering conceptualized and designed subdivision-wide drainage improvements to minimize or eliminate future structural damage while protecting the residents from harm's way during and following future flood events. The proposed improvements consisted of:

(1) Stormwater conveyance improvements associated with Evelyn Street, Gregg Avenue, Easter Street, and School Lane rights-of-way as well as stormwater conveyance improvements between Cyril Drive and School Lane (via Pea Ridge Elementary School and Covenant Church of God), between School Lane and Easter Street, between Easter Street and Gregg Avenue, and between Gregg Avenue and Evelyn Street,

(2) Expand the existing Pea Ridge Elementary School stormwater pond and retrofit the existing outfall pipe as well as expand the existing Evelyn Street stormwater pond, and associated control structure and outfall pipes, which involve the acquisition and demolition of an existing home, and

(3) Construct a new stormwater pond between Easter Street and Gregg Avenue, within an existing County owned parcel, and associated control structure and outfall pipe. In addition, install a stormwater lift station and force main system to recover the retained stormwater runoff volume.

The proposed drainage improvements also involved the acquisition of four drainage easements and the adjustment, relocation or upgrade of existing utilities located within the corridors of the proposed improvements.

This project was submitted by Pegasus to the State of Florida Division of Emergency Management (FDEM) for FEMA's Hazard Mitigation Grant Program funding under the Hurricane Irma disaster. Funding was successfully secured, which allowed for the project to move forward to Engineering Design, also completed by the Pegasus Team, and Construction.

The lowest construction bid came in higher than the originally estimated project budget, which prompted a request for a project budget increase.

The project construction is scheduled to be completed in December 2023. The submittal of final deliverables and the official grant close-out will be the responsibility of Pegasus Engineering on behalf of Santa Rosa County.



SPRING CREEK GOLF COURSE DRAINAGE IMPROVEMENTS

CITY OF BONITA SPRINGS, FLORIDA (HMGP 4337-271-R)

Services Provided:

HMGP Grant Management Services currently under Phase I of the FEMA grant agreement

Construction Cost (estimate):

\$21,140,000

Acquisition Cost:

\$5,850,000

Engineering Design Completion Date:

February 2023 (anticipated)

Client Reference:

Elly McKuen
Project Engineer
9101 Bonita Beach Road
Bonita Springs, Florida 34135
239-949-6262 (phone)
elly.mckuen@cityofbonitasprings.org

Project Manager:

David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineer:

Leylah Saavedra, P.E., CFM
(FEMA Grant Management Services)

FDEM Project Manager:

Suzi Boydston

Hurricane Irma made landfall in Bonita Springs as a Category 3 storm on September 10, 2017. Bonita Springs was identified as the third most impacted community in the state, behind Monroe County and Everglades City. The hurricane caused flooding throughout the City. However, the area surrounding the golf course endured approximately three to four feet of standing water from the storm.

The lack of sufficient land to provide needed stormwater treatment areas for water flows from the north and east of the City of Bonita Springs area severely impends the hydraulic re-connectivity of the headwaters of Spring Creek located east of Interstate 75 in the Flint Pen Strand to the north branch of Spring Creek. There is a minimal amount of water flowing under 1-75 through undersized culverts that drains to Spring Creek. The restrictive flow of stormwater from Hurricane Irma, along with the lack of adequate water storage and drainage facilities caused standing water in the neighboring residential areas north and east of Spring Creek. Prior to the construction of Interstate 75 (1-75), water that flowed to the west of the City from the north and east was redirected south and collected into the Imperial River. The impacts to 1-75 from Hurricane Irma forced large amounts of stormwater south to the Imperial River. The additional stormwater is severely impairing the Imperial River. During Hurricane Irma, the Imperial River overflowed its banks onto the surrounding roadways and neighborhoods for extended periods of time. Multiple flood studies have noted that with the return of the historic Spring Creek water way it would reduce the load on the Imperial River.

The Project will involve acquisition of approximately 111 acres known as the defunct Bonita Springs Golf Course property. The property is located in the northern area of the City of Bonita Springs. It is surrounded by single and multi-family residential units within the Bonita Springs country Club area. This area is more commonly described as being bound on the east by 1-75 and Old US 41 on the west. The acquisition of the Bonita Springs Golf Course would entail a two-phase project. The first phase is acquisition, the followed by the planning, design, and construction documents for the stormwater improvements. The second phase would be the construction of a regional flow-way through the golf course property. The construction/restoration of this historic regional flow-way through the golf course would be, but is not limited to, the upsizing of culvert crossings under 1-75, construction of berms, filter marshes, flow control structures and overland flowways. Installation of roadway drainage systems/ditches/swales/canals, and the upsizing of downstream culverts (west of the Interstate) within Spring Creek itself.

The City of Bonita Springs prepared and submitted a Hazard Mitigation Grant program (HMGP) application to the Florida Division of Emergency Management (FDEM) for FEMA funding. FDEM granted the City a \$9.6M for the implementation of this project.

Pegasus Engineering is assisting the City with grant management services related to on-going coordination with the Engineer-of-Record and FDEM, preparation of quarterly reports, requests for reimbursement, period of performance end date extension requests, and close-out procedures related to Phase I services. Upon approval of Phase I final deliverables by FDEM, the City expects receiving a grant agreement for Phase II services, which will authorize the implementation of this important drainage retrofit project.



FLOOD MITIGATION IMPROVEMENTS – ELEVATION OF 87 STRUCTURES CITY OF KISSIMMEE, FLORIDA

Services Provided:

- **Request for FEMA Public Assistance, Exploratory Call with FEMA's Program Delivery Manager, In-Person Recovery Scoping Meeting, Damage Inventory Development**
- **HMGP Grant Application Development and Grant Management Services**

Engineering Fees:

\$50,000 (Public Assistance)
\$25,000 (HMGP Application Development)

Estimated Construction Cost:

\$50,000,000

Client Reference:

Kim Otten, Construction/Design
Project Manager
1550 Aldersgate Drive
Kissimmee, Florida 34746-6599
605-362-3111 (phone)
407-933-3247 (fax)
kotten@good-sam.com

Project Manager:

David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineers:

Leylah Saavedra, P.E., CFM
(Public Assistance and HMGP Grant Application Development)

Greg Teague, P.E., CFM
(Engineering Design)

DEM Project Manager:

Douglas Galvan (DEM-Orlando)

This elevation project encompasses 87 structures located within the Good Samaritan Village of Kissimmee that house an elderly population in 261 residential units. These structures, all of which are located within Special Flood Hazard Area AE, experienced extensive structural flooding and devastation in September 2017 following Hurricane Irma. Flood waters covered the roadways and entered dwellings. Floodwater intrusion combined with sanitary sewer back-ups caused severe contamination of all dwelling contents. Evacuation efforts started on September 12, 2017 and concluded on September 20, 2017. During this period, 367 residents from the village, of which approximately 200 residents are associated with the proposed project, were evacuated via 5 Lynx buses and 11 school buses, as well as via numerous emergency response units. Osceola County, Florida Department of Health, Osceola Fire Rescue, Osceola Sheriff's Office, Kissimmee Police, Kissimmee Fire Rescue, Osceola Council on Aging and other agencies worked together to provide shelter until the residents could safely return to their homes.

The project involves the elevation of 87 structures 1 foot above the 500-year base flood elevation, for a total of 5 feet (approx.) from existing ground. These 87 structures contain 2, 3 or 4 housing units, for a total of 261 units. The habitable living areas of the original structures will be elevated and the non-habitable areas will be designed to allow for ingress and egress of flooding waters via flood vents. Appropriate ingress access points into living areas will be provided via walkways with handrails, ramps and/or lift platforms or elevators while all utilities will be reconnected once the structures are elevated. The project will be completed in strict compliance with the Florida Building Code and ASCE 24-14 and shall meet National Flood Insurance Program standards, as well as, local floodplain ordinances, or any other applicable local regulations. When completed, the project shall exceed the Osceola County elevation requirements. Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE will be flood-resistant.

In November 2017 Pegasus Engineering was retained by the Good Samaritan Society to prepare and manage a FEMA Public Assistance Request for the \$35 million dollar loss encompassed due to damages to the village caused by Hurricane Irma in September 2017. In August 2018, and April 2019 Pegasus Engineering prepared and submitted to the State of Florida Division of Emergency Management (DEM) HMGP grant applications for the flood improvements – elevation project previously described under the Hurricane Irma and Hurricane Michael disasters. The project was presented to the Osceola County Local Mitigation Strategy working group, with whom Pegasus holds an active role as it represents the Society during quarterly and special meetings. The scope of this project was revised to focus on the decommissioning of an onsite wastewater treatment plant before the elevation of structures is implemented. This was done to prevent any future environmental concerns that could be triggered by potential sanitary sewer back-ups. Pegasus successfully secured Phase I funding for this project on behalf of the Society.



IBE/DOWNS/QUINN/DEAN WEST OF IMPERIAL HOME ACQUISITION PROJECT CITY OF BONITA SPRINGS, FLORIDA (CDBG-DR I0086)

Services Provided:

- **CDBG-DR Grant Management Services**

Engineering Fees:

\$51,363 (labor cost to date)

Acquisition Cost Allowed:

\$5,000,000 (grant amount)

Construction Completion Date:

January 2025 (projected)

Client Reference:

Elly McKuen
Project Engineer
9101 Bonita Beach Road
Bonita Springs, Florida 34135
239-949-6262 (phone)
elly.mckuen@cityofbonitasprings.org

Project Manager:

David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineer:

Leylah Saavedra, P.E., CFM (CDBG-DR
Grant Management Services)

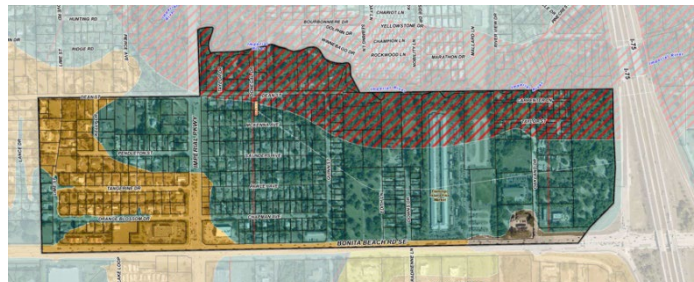
DEO Project Manager:

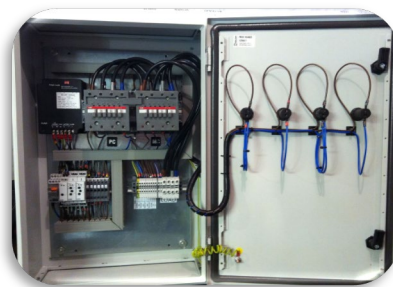
Davion Dunston

Hurricane Irma made landfall in Bonita Springs as a Category 3 storm on September 10, 2017. Bonita Springs was identified as the third most impacted community in the state, behind Monroe County and Everglades City. The hurricane caused flooding throughout the City. However, the Quinn/Downs/Dean Neighborhood bound by the Imperial River on the north, Interstate 75 on the east, Bonita Beach Road on the south and Lime Street on the west received as much as four (4) feet of standing water in the majority of the residential structures for more than a month. The flooding of the neighborhood appeared to originate from two different locations. The first area is from riverine flooding from the Imperial River to a low-lying wooded area east of Quinn Street. The second source of flooding appears to come from backflow from the Imperial River into a drainage channel east of Imperial Parkway. The limited drainage infrastructure within the neighborhood impacted by backwater from Imperial Parkway, which prolonged the flood duration by not allowing the flooded water within the neighborhood to drain until after the Imperial River receded. The lack of site topography also limited how well water drained to the few existing inlets, after the river banks have overtopped, resulting in ponded water within isolated low areas even after the Imperial River began to recede. The stagnation and significant duration of water kept residents out of their homes, infiltrated the sanitary sewer and delayed power restoration. The existing ponds serving the Orlo Vista community are landlocked and rely on a pump station for flood control. The volume in the ponds and pump station discharge rates are inadequate to prevent flooding in the neighborhood during major storm events. Consequently, 139 homes suffered structural flooding during Hurricane Irma.

The City of Bonita Springs prepared and submitted a Community Development Block Grant Disaster Recovery (CDBG-DR) application to the State of Florida Department of Economic Opportunity (DEO) for funding from the U.S. Department of Housing and Urban Development (HUD) for the acquisition and demolition of affected residential structures. DEO granted the City a \$5M CDBG-DR grant for the implementation of the Voluntary Home Buyout Program, which will allow to keep the acquired parcels as open space in perpetuity.

Pegasus Engineering is assisting the City with grant management services related to coordination with homeowners interested in the program, preparation of Tier II Environmental Report Records, public education to incentivize local residents to join the program, public meetings, bi-weekly coordination meetings with DEO and City staff, among others.





CITY HALL GENERATOR

CITY OF PALM COAST, FLORIDA

(4283-24-R)

Services Provided:

- **HMGP Grant Management Services**

Engineering Fees:

\$26,000 (HMGP Grant Management Services)

Project Cost:

\$444,978 (Estimate)

Anticipated Completion Date:

May 2019 (original)

November 2019 (revised)

(Period of Performance End Date:

November 30, 2019)

Client Reference:

Susan Knopf

Project Coordinator

City of Palm Coast

160 Lake Avenue

Palm Coast, FL 32164

Office 386-986-2463

sknopf@palmcoastgov.com

Carl Cote, P.E.

Stormwater & Engineering

Department Director

City of Palm Coast

160 Lake Avenue

Palm Coast, FL 32164

Office 386-986-3748

ccote@palmcoastgov.com

Project Manager:

David Hamstra, P.E., CFM

(grant management and QA/QC)

Senior Project Engineer:

Leylah Saavedra, P.E., CFM

(HMGP grant management)

DEM Project Manager:

Velma Noel (former) and

Holly Swift

In June 2017, and subsequent to the Hurricane Matthew Disaster Declaration, the City of Palm Coast submitted a grant application to the State of Florida Division of Emergency Management (DEM) for funding consideration of this project. An award letter was issued on November 13, 2017 and a grant agreement was received by the City on December 11, 2017, with a Period of Performance end date of November 30, 2019. The original scope included the purchase and installation of a 750 KW generator. However, during the design phase, it was determined that a 1,000 KW generator, a fuel tank, and an automatic transfer switch were required to accommodate future building occupancy growth, as well as the completion of the IT server room. A scope of work modification and a cost increase request was submitted to DEM by the City and was approved for additional funding consideration.

In April 2018, the City of Palm Coast retained Pegasus Engineering, LLC (David Hamstra and Leylah Saavedra) to provide grant management and compliance services for this project to successful project completion.

Pegasus Engineering performed the following tasks associated with the grant management of this important City project: performed a kick-off meeting and a site inspection of the project site, coordinated with DEM staff regarding the scope of work modification request, assisted City staff with the incorporation of Ruling 2 CFR Part 200 into the bid package, prepared a summary of applicable grant agreement regulations to be disclosed to all contractors, coordinated with the City Attorney regarding compliance of the bid package with grant regulations, converted design fees into pre-award costs in order for these costs to qualify for FEMA reimbursement, reviewed the grant agreement modification received from DEM, and prepared comments to be addressed by Velma Noel (DEM). Due to a project cost overrun caused by a higher than anticipated lowest bid received, Pegasus requested approval from DEM for the piggybacking into a governmental contract with the generator manufacturer in order to lower the project cost to remain cost effective. Active coordination with DEM was necessary and a revised grant agreement approving the contract piggybacking was granted by DEM.

Due to unforeseen delays, the project's schedule was extended and the project required a Period of Performance end date extension which was requested to DEM by Pegasus Engineering on behalf of the City of Palm Coast.

Additional grant management services performed as part of this contract included the preparation of additional quarterly reports, requests for reimbursement and a close-out request, which will included the submittal of final deliverables, and a request for a final inspection by DEM, per requirements of the HMGP grant agreement. Construction of this project was completed as of June 2020, DEM's final inspection was completed with no comments to be addressed by the City and DEM successfully closed-out the project.



ORLO VISTA FLOOD MITIGATION PROJECT ORANGE COUNTY, FLORIDA (CDBG-MIT IR033) (HMGP 4337-023-A)

Services Provided:

- **HMGP Grant Management Services under Phases I and II of the FEMA grant agreement**
- **CDBG-MIT Grant Management Services**

Engineering Fees:

\$15,370.46 (HMGP Grant Management of Phase I)
\$48,193 (CDBG Grant Management of Phase II)
\$84,787 (HMGP Grant Management of Phase II)

Construction Cost:

\$21,551,322 (low bid)

Construction Completion Date:

February 2024 (projected)

Client Reference:

Orange County
Stormwater Management Division
4200 South John Young Parkway
Orlando, Florida 32839

Mike Drozeck, P.E., CFM
Manager
407-836-7919 (phone)
mike.drozeck@ocfl.net

Liliana Ramirez, CFM
Assistant Project Manager
407-836-7744 (phone)
liliana.ramirez@ocfl.net

Project Manager:

David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineer:

Leylah Saavedra, P.E., CFM (HMGP and CDBG-MIT Grant Management Services)

DEM Project Manager:

Suzi Boydston

DEO Project Manager:

Alec Piergiorgi

The Orlo Vista neighborhood is located north of Old Winter Garden Road, south of State Road 408, east of North Pine Hills Road and west of South Kirkman Road, in Orange County, Florida.

The existing ponds serving the Orlo Vista community are landlocked and rely on a pump station for flood control. The volume in the ponds and pump station discharge rates are inadequate to prevent flooding in the neighborhood during major storm events. Consequently, 139 homes suffered structural flooding during Hurricane Irma.

Orange County secured funding from HUD via the Community Development Block Grant - Mitigation (CDBG-MIT) Program and from FEMA via the Hazard Mitigation Grant Program (HMGP) to design and construct improvements to the stormwater ponds and pump station to mitigate flooding by providing additional volume needed to protect structure finished floors during a 100-year storm event.

Specifically, the project will encompass the following improvements:

- Excavate three existing ponds
- Install armoring on pond slopes to prevent erosion and maintain designed slopes
- Decommission the existing pump station and force main
- Install a new pump station with force main to Shingle Creek (where the current system outfall is located)
- Lower/install piped connections between ponds to help convey water to the proposed pump station.

Orange County successfully finalized the Phase I (engineering design and permitting) services. Upon successful submission of Phase I deliverables to FDEM, the State issued a grant agreement for Phase II (construction) services. Due to current high market conditions, the lowest construction bid came in 214% higher than anticipated; which prompted Pegasus Engineering to prepare and submit a budget increase request to FDEM. The project was determined to be cost effective based on the higher construction cost, and additional financial assistance was allocated to the project by FEMA to cover the project's cost overrun.



The construction of this important flood control project is scheduled to be completed in February 2024. Final deliverables will be submitted by Pegasus Engineering to the State on behalf of Orange County and the official project close-out will conclude with a final inspection by FDEM.



CITY OF LONGWOOD'S SAFE ROOM LONGWOOD, FLORIDA

(4468-033-R)

Services Provided:

- **HMGP Grant Application Development and Grant Management Services under Phases I and II of the FEMA grant agreement**
- **Benefit Cost Analysis**

Engineering Fees:

\$15,408 (HMGP Grant Application Development)

\$24,150 (Grant Management)

Construction Cost:

\$3,780,000 (estimate)

Construction Completion Date:

September 2024 (projected)

Client Reference:

Shad Smith, P.E.
Director of Public Works/City Engineer
907 East State Road 434
Longwood, Florida 32750
407-260-3447 (phone)
ssmith@longwoodfl.org

Project Manager:

David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineer:

Leylah Saavedra, P.E., CFM (HMGP Grant Application Development, and Phases I and II Grant Management Services)

DEM Project Manager:

Madeline Weiss

This project was conceived due to the City of Longwood lacking a building that could offer life-safety protection to the City's first responders during a disaster event that may cause severe wind damage, including hurricanes. Presently, over one hundred first responders risk their lives during severe weather conditions to keep the City running as safe as possible, given the conditions.

This project proposes the construction of a community saferoom/fire station (firehouse and associated apparatus bay) to be designed and constructed to withstand winds up to 160 mph as well as an associated apparatus bay to be designed and constructed to withstand winds of up to 190 mph. This level of wind protection exceeds the wind speed required for the area per the Florida Building Code (i.e., 149 mph). For the project site, the City acquired the property located at 451 West Warren Avenue.

The proposed safe room will safely house first responders and critical and essential services personnel during natural disasters (i.e., hurricanes). The safe room will also serve as a new City fire station and will include the associated apparatus bay to be constructed with code-plus FEMA funding.

Pegasus Engineering developed and submitted to the State of Florida Division of Emergency Management (FDEM) a grant application under the Hazard Mitigation Grant Program sponsored by FEMA under Hurricane Dorian (4468-FL-DR). The project was selected by FEMA for funding consideration and is currently in the design phase (by Wannemacher Jensen Architects, Inc.).

Once the Phase I (engineering design) services are successfully completed, and FDEM issues the grant agreement for Phase II (construction), the City will proceed to advertise for construction services. Due to the current high market conditions, it is anticipated that the lowest construction bid will come in higher than the construction budget approved by FEMA. At that point, Pegasus Engineering will prepare and submit to FDEM a budget increase request for confirmation of cost effectiveness at the higher cost and for additional funding consideration.

The project construction is scheduled to be completed in September 2024. Final deliverables and official project close-out will be prepared by Pegasus Engineering and submitted to FDEM on behalf of the City of Longwood and in accordance with the grant agreement.



EMERGENCY POWER UPGRADE FOR CHILLER SUPPORT NEW SMYRNA BEACH, FLORIDA (4283-15-R)

Services Provided:

- **HMGP Grant Application Development for a Critical Facility**

Engineering Fees:

\$20,000 (HMGP Grant Application Development)

Project Cost:

\$500,000 (Estimate)

Originally Anticipated Completion Date:

June 31, 2019

(Period of Performance End Date: October 31, 2019)

Client Reference:

Carolyn Boyle, RN, LHRM
Risk Manager
Florida Hospital New Smyrna
401 Palmetto Street
New Smyrna Beach FL 32168
Office 386-424-5052
carolyn.boyle@ahss.org

William Coulson
Sodexo On-Site Service Solutions
Florida Hospital New Smyrna
401 Palmetto Street
New Smyrna Beach FL 32168
Office 386-424-5053
bill.coulson@ahss.org

Project Manager:

David Hamstra, P.E., CFM
(grant management and QA/QC)

Senior Project Engineer:

Leylah Saavedra, P.E., CFM
(HMGP grant application development and close coordination with DEM staff: Ms. Renee Singh, Ms. Paula Catledge and Mr. David Ugrehelidze)

DEM Project Manager: Renee Singh

In October 2016, following the aftermath of Hurricane Matthew (federal disaster declaration FEMA-4283-DR), the Florida Hospital New Smyrna found itself in a vulnerable position as it was forced to remain closed for seven days due to lack of power and the failure of a generator and subsequently a chiller. The lack of power for seven days caused the loss of a considerable amount of sterile supplies due to the introduction of humidity into the air system caused by the chiller failure. The hospital losses added up to approximately \$1.67 million while it remained closed.

Florida Hospital New Smyrna retained Pegasus Engineering, LLC (David Hamstra and Leylah Saavedra) to prepare and submit a Hazard Mitigation Grant Program (HMGP) application in order to secure funding to enhance the electrical infrastructure to support a chiller fed by a generator to guarantee effective HVAC functions during power outages caused by inclement weather and to avoid impacts to the operational capabilities of the hospital.

The proposed improvements to the chiller's electrical infrastructure will allow for its functionality to be restored upon any potential power failure by running a second feeder to a redundant breaker already onsite. Additionally, the hospital proposes to install flood barriers for the back of the chiller room and boiler room, roll-up garage doors and entrance doors to protect the existing chillers from any future flooding conditions.

Pegasus Engineering staff successfully secured HMGP funding for this critical facility, and coordinated with Florida Hospital New Smyrna staff regarding the competitive bidding required to secure design services and construction services.

Grant Management Services, which generally encompass bidding support services, close coordination with hospital and contractor staff to ensure full compliance with grant agreement, and the preparation of quarterly reports, reimbursement requests, and a close-out request are tasks that were envisioned for this promising project. However, it should be noted that due to hospital budget constraints, Florida Hospital made the decision to withdraw the grant agreement after it was successfully secured.



MARANATHA WAY AND CHIPPER LANE DRAINAGE IMPROVEMENTS SANTA ROSA COUNTY, FLORIDA

(4177-16-A)

Services Provided:

- **HMGP Grant Application Development and Grant Management Services under Phases I and II of the FEMA grant agreement**

Engineering Fees:

\$63,565 (HMGP Grant Application Development, and Phases I and II Grant Management Services)

Construction Cost:

\$1,283,307 (lowest bid)
\$152,344 (land acquisition)
\$57,240 (post-design)

Construction Completion Date:

July 2019

Client Reference:

Lani Burritt, Grants and Special Projects Director
6495 Caroline Street, Suite G
Milton, Florida 32570
850-981-2016 (phone)
850-981-2015 (fax)
lanib@santarosa.fl.gov

Project Manager:

David Hamstra, P.E., CFM (Project Management and QA/QC)

Senior Project Engineers:

Leylah Saavedra, P.E., CFM (HMGP Grant Application Development, and Phases I and II Grant Management Services)

DEM Project Managers:

Velma Noel (former) and Angela Collins

The project area includes West Spencer Field Road, Twelve Oaks subdivision, and a portion of the Thomastown Estates subdivision (Maranatha Way & Chipper Lane), within Section 34 of Township 2 North and Range 29 West. Wetlands and ponds are present on the west side of West Spencer Field Road. These saturated areas create excessive runoff during periods of normal and above normal rainfall that contribute to road, yard and structural flooding in the area. Even though the general topography of this area tends to slope from west to east, toward a positive outfall into Pond Creek, the runoff accumulates within the Maranatha Way and Chipper Lane area and causes flooding conditions.

The Thomastown Estates subdivision area (Maranatha Way & Chipper Lane) experienced repetitive and extensive roadway and structural flooding since its construction in the early 1970s. No stormwater regulations were in place at that time. Septic tank failures were also reported. The general vicinity was classified as a "Drainage Problem Area" by Santa Rosa County because of the repetitive occurrences of roadway, yard and structural flooding.

Santa Rosa County envisioned that the implementation of the proposed drainage improvements would minimize or eliminate future structural damage while protecting the residents from harms way during and following future flood events. Specifically, the proposed drainage improvements encompassed the acquisition of an existing retention pond (land acquisition and construction), and the construction of strategically located inlets and storm sewer systems to properly capture and convey the stormwater runoff away from the drainage problem areas. This project was phased to allow an engineering study, construction plans preparation, permitting and bidding for Phase I and construction, and post-design services under Phase II. FDEM's grant agreement included 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, which were carefully addressed by the County during bidding services. Pegasus Engineering was retained by Santa Rosa County to **prepare the original HMGP grant application and to perform Phase I and Phase II grant management services**, which included a project presentation to the Santa Rosa County Board of County Commissioners, a project presentation to the Santa Rosa County Local Mitigation Strategy to secure project support, the preparation of quarterly reports, reimbursement requests, Phase I deliverable submittal to the Division of Emergency Management (DEM), close coordination with the design engineer and contractor to ensure full compliance with the HMGP grant agreement, close coordination with DEM staff throughout the life of the project, review of construction plans, review of project manual, bidding support services, and final Phase II close-out procedures, which includes a final inspection by DEM. This project also required Pegasus to handle a request for transfer of Phase II funds into the Phase I allocation, a Period of Performance extension request, a scope of work modification request and a budget increase request.

The project construction successfully completed in July 2019. Final deliverables and official project close-out were processed in August 2019 by Pegasus Engineering on behalf of Santa Rosa County.

DELIVERY OF PROJECTS ON TIME AND WITHIN BUDGET

Pegasus Engineering, LLC is capable of providing the required services by our clients in a timely and efficient way. Our clients' specific FEMA deadlines are established by FDEM. Although in some instances project progress is affected by unforeseen circumstances which prompt period-of-performance extension requests or grant extensions, the Pegasus team strives to deliver on time and within schedule, which has been the case for all our previous projects. Our team is readily available to assist the City's needs through a grant management services contract.

In terms of project assignments, Pegasus' management philosophy typically considers the needs of each project, in terms of both the type of services to be performed and the level of effort. Taking these factors into consideration early on typically results in maintaining continuity throughout the duration of the project, without the need to assign, or re-assign, personnel "mid-stream". Nevertheless, even the best managed projects can experience unforeseen issues that require special consideration. When these situations arise, and to ensure that obligations are fulfilled on the overall contract, our Grant Program Manager (David Hamstra) will be responsible to assure that schedules are met and will take the necessary steps to meet the City of Port Orange's deadlines. Pegasus staff considers schedule and budget considerations in order to prioritize projects and to successfully exceed the project requirements and client expectations. **Pegasus Engineering is willing and committed to meet time and budget requirements as required by the City of Port Orange.**

QUALITY ASSURANCE/QUALITY CONTROL (PEGASUS ENGINEERING)

Pegasus Engineering is committed to providing superior services and timely, cost-effective work products to our clients. This philosophy has forged our strong reputation in grant management and public infrastructure engineering. We are continually seeking ways to improve communication, efficiency, and capability in order to produce overall project results that meet or exceed our client's expectations. Our established management procedures have been successfully implemented on all of our projects, and our senior management staff has continually honed these procedures to meet the unique and changing needs of individual projects and clients. Our plan was initially developed to eliminate costly duplication of work, and to provide our design teams with the necessary management tools to focus on a client's project and efficiently complete it within the established timeframe. Today, our management plan also promotes the importance of continual coordination and a company-wide process known as Total Quality Management (TQM).

Pegasus Engineering utilizes long-established, internal QA/QC procedures that require a rigorous, independent step-by-step review of work products by senior staff members not involved in the preparation of the work product under review.

Furthermore, it is our philosophy that our QA/QC manual, with its step-by-step procedures, represents only one important element for implementing a thorough peer review and that our on-going day-to-day attention to accuracy, thoroughness and responsiveness is critical to providing the City with the work product quality we expect of ourselves. Pegasus Engineering's internal QC/QA procedure is very detailed and includes two levels of documented reviews.

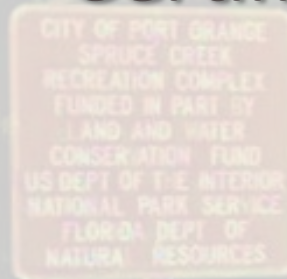
As the City's Grant Program Manager, Mr. David Hamstra, P.E. and his appointees will oversee the QA/QC procedures for the City's projects, which also includes the review and approval of all deliverables and work products before they are submitted to the City.





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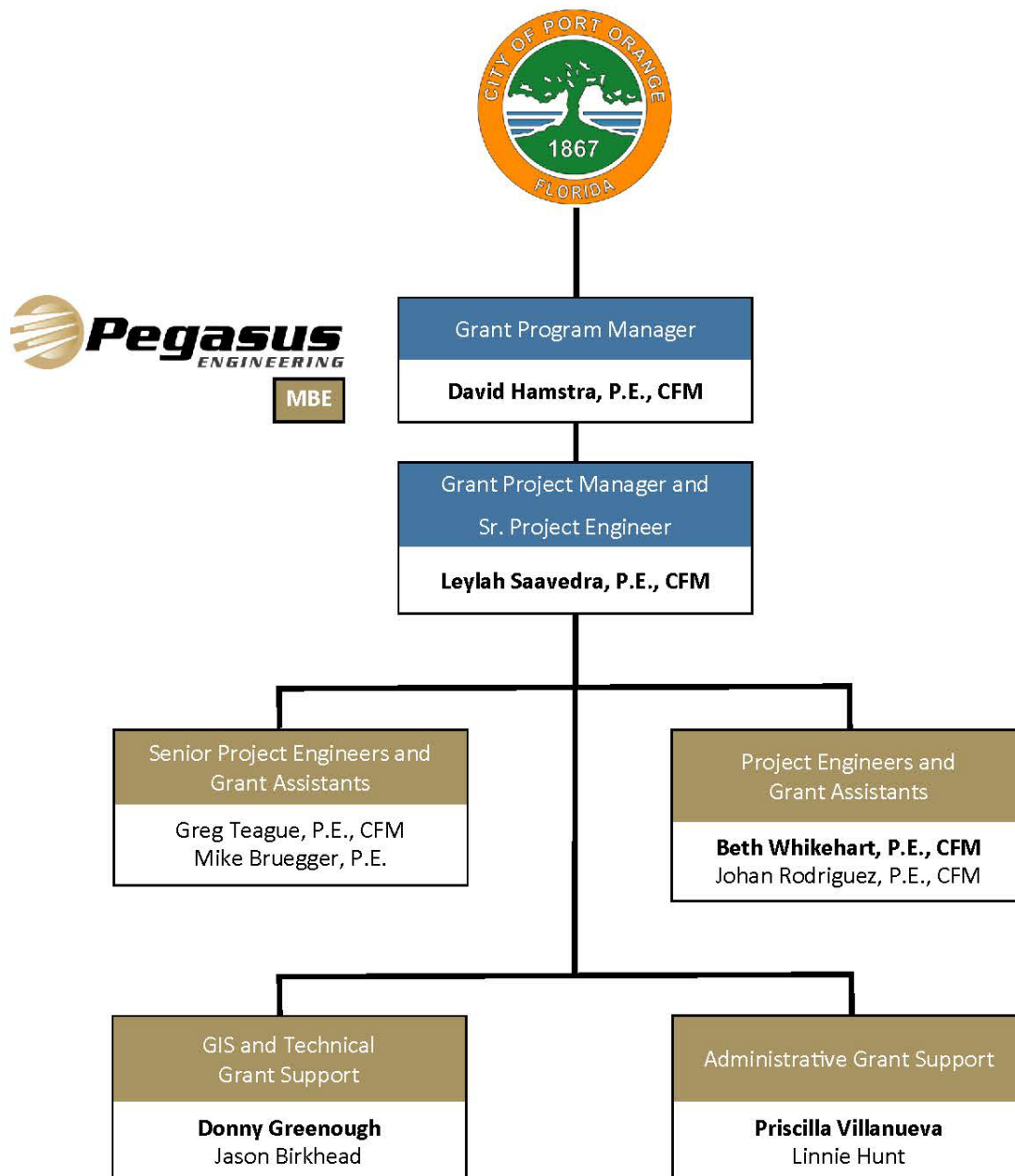
Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education and Training



Qualifications, Professional License, Certifications of the Firm's Key Personnel as Presented by Resumes, Education and Training

ORGANIZATIONAL CHART

This Organizational Chart depicts the selected Pegasus personnel to work under this contract presented in bold letters with the support of the remaining members of our Stormwater Department.



QUALIFICATIONS OF KEY PERSONNEL

Mr. David Hamstra, P.E., CFM Grant Program Manager

EDUCATION: B.S. Civil Engineering, 1984, University of Florida

Mr. Hamstra's **will be the primary point of contact for the duration of the City's contract.** His primary responsibility will be to ensure that the contractual obligations of Pegasus Engineering to the City are fulfilled, especially schedule compliance, and that the necessary resources of Pegasus Engineering are available to our Sr. Project Engineer. Mr. Hamstra has the authority to reassign staff and other resources to meet City deadlines. Mr. Hamstra will be responsible for overseeing all work performed, including contract preparation.

Mr. Hamstra is the Manager of the Pegasus Engineering Stormwater Department. He specializes in all facets of stormwater management, including grant management and the development of stormwater management master plans for public and private sector projects. Since 1987, he has completed and/or managed over 985 Stormwater related projects, including developing stormwater master plans and Capital Improvement Programs for numerous cities and counties in Florida, and assisting roadway designers with drainage engineering and permitting.

Throughout his career, Mr. Hamstra has developed an extensive knowledge of the FEMA, FDOT, USEPA, FDEP, and various Water Management District's stormwater permitting requirements. His expertise includes the use of state-of-the-art hydrologic / hydraulic computer software to complete stormwater quantity and quality analysis for major watersheds and development projects. Mr. Hamstra is very familiar with FEMA's Mitigation Assistance Programs, including the HMGP, FMA, PDM and BRIC Programs, as well as FEMA's Community Rating System (CRS). Mr. Hamstra is also actively involved in numerous Local Mitigation Strategy (LMS) quarterly meetings. Mr. Hamstra has secured over \$89.9M in grants to fund the engineering design and/or implementation of over fifty (50) retrofit projects, including \$69.5M in HMGP, FMA and PDM grants. With regard to this Port Orange contract, Mr. Hamstra's involvement will include:

- Continuous monitoring of schedules, budgets, staffing needs and client satisfaction;
- Direct input into the preparation of all work products and deliverables;
- Peer review and quality assurance / quality control (QA / QC) for all deliverables;
- Coordination meetings with DEM and City staff, as necessary; and
- Public Meetings and Presentations to the BOCC, as needed.

Ms. Leylah Saavedra, M.S., P.E., CFM Grant Project Manager

EDUCATION: B.S. Environmental Engineer, 1996, University of Central Florida

M.S. Civil Engineering, 2004, University of Central Florida

Ms. Saavedra's duties will include grant management activities as specified within the City's Request for Qualifications (RFQ) document, to ensure the City's full compliance with the project's grant agreement. Specifically, Ms. Saavedra will be in charge of internal coordination activities between staff members, coordination with City and FDEM staff, preparation of grant application packages, review of construction bid packages, information requests from FDEM to the City, preparation of all deliverables (i.e., quarterly reports, reimbursement requests, close-out request), assist the City with the review of pertinent project documentation provided by FDEM, engineering consultants, or contractors throughout the course of the contract, and day-to-day assignments.

Ms. Saavedra is very familiar with federal regulations and FEMA grant programs, having successfully secured approximately \$69.5M from FEMA's Mitigation Assistance Programs, including the HMGP, FMA, PDM Programs. These grant monies have greatly assisted communities in implementing long-term hazard mitigation measures after major disaster declarations. Ms. Saavedra has been successfully involved in all aspects of the FEMA grant programs, ranging from Local Mitigation Assistance (LMS) ranking at City levels to securing grants, preparing benefit-cost analyses, quarterly reports, reimbursement requests, final deliverables, close-out procedures, and appeals, and performing on-going close coordination with FDEM and FEMA on a variety of project types including elevation projects, mitigation reconstruction projects, acquisition/demolition projects, small and large scale drainage improvement projects, permanent and portable generator projects, among others.

Ms. Saavedra's extensive experience with numerous FEMA-sponsored grant programs, in combination with her stormwater engineering background, will provide the City with unsurpassed benefits related to the following grant management services:

- Coordinate with City staff and offer grant expertise, as needed, with regards to Public Assistance, Hazard Mitigation Assistance, and other available funding.
- Coordinate with City staff regarding the cost effectiveness feasibility of potential City projects and prepare local mitigation strategy characterization forms for submittal to the Volusia County LMS technical committee for project inclusion in the master list of LMS supported projects.
- Perform site visits of potential projects and offer engineering consultation expertise as it relates to determining the best and most cost-effective flood mitigation alternatives.
- Prepare grant applications and supporting benefit cost analyses, as needed, related to but not limited to Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Building Resilient Infrastructure Communities Program (BRIC), Section 406 Mitigation, Hurricane Loss Mitigation Program (HLMP), among others.

- Perform technical coordination with the FDEM technical unit as programmatic, engineering and environmental reviews are performed and address request for information (RFI) review comments in a timely manner.
- Review grant agreements between FDEM and the City of Port Orange and ensure the City's strict compliance with all grant-related regulations and requirements, including the recently-implemented 2 CFR 200 regulations.
- Prepare and submit quarterly reports and reimbursement requests to FDEM during the course of the contract, for which coordination with design engineers regarding project progress and status and City staff regarding paid invoices, cancelled checks and supporting documentation is expected.
- Conduct meetings with FDEM through the Period of Performance end dates, as needed.
- Assist the City with bidding services, including review of bid documents, construction solicitation, public notice, etc.
- Coordinate with the City, the design engineer, and the construction contractor regarding specific grant requirements to be followed during construction in order to not jeopardize funding reimbursement by FEMA.
- Coordinate with design engineering consultants regarding the required deliverables and review the documentation provided for accuracy prior to submittal to FDEM.
- Prepare and submit close-out documentation packages to FDEM including final project deliverables and requests for final inspection.

Ms. Beth Whitehart, P.E., CFM Project Engineer / Grant Assistant

EDUCATION: B.S. Environmental Engineer, 2002, University of Central Florida

Ms. Whitehart has extensive grant-related experience combined with public infrastructure engineering in the planning, design, and permitting of stormwater management improvements, and public utilities projects for Florida clients. Ms. Whitehart shall provide QA/QC services to grant-related documentation before it is submitted to FDEM or FEMA for review and approval. For this City contract, Ms. Whitehart will assist with grant application tasks, hydraulic and hydrologic (H&H) studies, conceptual improvement plans, construction cost estimates, and field investigations.

Mr. Donny GreenoughGIS and Technical Grant Support

EDUCATION: Lake County VoTech, Valencia Community College and University of Phoenix
various courses

Mr. Greenough has over 30 years of survey, stormwater and transportation engineering experience as a Senior Designer serving local municipalities. Using AutoCAD and ArcGIS as the main design tools, Mr. Greenough is responsible for the design and preparation of construction drawings, quantity computations, performing field investigations, collecting/interpreting data, producing figures, exhibits, conceptual sketches and performing utility coordination. Mr. Greenough is very familiar with FEMA's grant application requirements and prepares topographic and aerial figures as well as ground disturbance exhibits and computations, and other project-specific drawings, for elevation, mitigation reconstruction, acquisition/demolition, drainage improvement, and permanent and portable generator projects, among others. Regarding this City contract, Mr. Greenough's involvement will include the preparation of grant-related figures and exhibits, conceptual engineering sketches, and construction plans, among others.

Ms. Priscilla VillanuevaAdministrative Assistant and Grant Support

EDUCATION: A.S. Office Technologies, Onondaga Community College, New York

Ms. Villanueva's responsibilities include assisting the technical staff with proposal preparation, invoicing, bid document preparation, utility coordination, grant writing assistance, and FEMA reimbursement preparation. Ms. Villanueva serves as one of the grant support persons to Ms. Saavedra and is very familiar with FEMA's regulations, grant requirements and client expectations.

PEGASUS TEAM KEY STAFF RESUMES

The following pages provide the professional resumes of key-personnel that will be assigned to the City of Port Orange's Grant Management Services contract. Note that the key Pegasus personnel to be dedicated to serve the City on this contract have worked together for 16 years or longer. Their grant-related successful experience has been earned and developed while being employed by Pegasus Engineering.



PROFESSIONAL EXPERIENCE: 39 years (14 years with Pegasus Engineering, LLC)
PROFESSIONAL REGISTRATIONS: Professional Engineer Florida, No. 38652 (1987);
Missouri, No. 2003026673 (2003); Georgia, No. 030141 (2005)
EDUCATION: B.S. Civil Engineering, University of Florida (1984)

PROFESSIONAL PROFILE

Mr. Hamstra, as Pegasus' Stormwater Department Manager, specializes in stormwater management master planning, engineering, permitting, and design. **He has completed and/or managed over 1,000 stormwater projects. He has directed the successful regulatory agency permitting of over 500 of those stormwater projects, including over 350 permits through Water Management Districts. He has directed our stormwater staff members in successfully obtaining over \$100M grant funds from multiple state and federal agencies for our various city and county clients.** He assists our Pegasus Transportation Department with the planning and design of drainage plans associated with our roadway design projects for FDOT and local governments.

Throughout his career, Mr. Hamstra has developed an extensive knowledge of the Federal Emergency Management Agency (FEMA), the Department of Economic Opportunity (DEO), Florida Department of Transportation (FDOT), United States Environmental Protection Agency (US EPA), Florida Department of Environmental Protection (FDEP), NRCS, and Florida's Water Management District's rules and regulations. His expertise includes the use of state-of-the-art hydrologic/hydraulic computer software to complete stormwater quantity/quality analysis for major watersheds and development projects. Additionally, he is responsible for directing staff activities in master planning, design, permitting, preparation of contract documents, and grant services for stormwater ponds, storm sewer systems, control structures and culverts, as well as the determination of water surface profiles for Bridge Hydraulics Reports (BHR) and floodway studies.

REPRESENTATIVE PROJECT EXPERIENCE

SANTA ROSA COUNTY, FLORIDA

- Seven drainage improvements projects - HMGP Grant Administration Services
- Settlers Colony Drainage Improvements - HMGP Grant Application and Administration Services
- Acquisition and Demolition of Repetitive Loss Homes located within Special Flood Hazard Areas - H&H Study, and FMA Grant Applications
- Settlers Colony Drainage Improvements - HMGP Grant Application and Administration Services
- Ranchettes Subdivision Drainage Improvements - H&H Study, HMGP Grant Application and Administration Services
- Venetian Way and Coronado Drive Drainage Improvements - H&H Study, HMGP Grant Application and Administration Services
- 2011 Aurora Drive Acquisition and Demolition Project HMGP Grant Application and Administration Services
- Patterson Lane and Pace Lane Drainage Improvements HMGP Grant Application and Administration Services

- Maranatha Way and Chipper Lane Drainage Improvements HMGP Grant Application and Administration Services
- Elevation of Severe Repetitive Loss Homes within Special Flood Hazard Areas – FMA Grant Application
- Elevation of Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of Repetitive Loss Homes not located within Special Flood Hazard Areas - H&H Study, and FMA Grant Application

CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 13 flood-prone homes
- Mitigation Reconstruction of 17 flood-prone homes
- Central Beach Drainage Improvements

GOOD SAMARITAN SOCIETY-KISSIMEE VILLAGE

- Hurricane Irma Public Assistance services and HMGP grant application services.

CITY OF PALM COAST, FLORIDA

- City Hall Generator – HMGP Grant Administration Services

CITY OF EDGEWATER, FLORIDA

- Reclaimed Water Augmentation – FDEP 319 Non-Point Source Grant Application and Grand Administration Services

CITY OF DEBARY, FLORIDA

- DeBary Villas - NRCS Grant Application and Grand Administration Services
- Glen Abby Country Club - NRCS Grant Application and Grand Administration Services
- Lake Charles Drainage Basin Study
- Stormwater Management Master Plan
- Stormwater Capital Improvement Projects
- Stormwater Services associated with the 2004, 2008, and 2009 Declared Storm Events
- West Side Emergency Flood Management System - Design and HMGP Application and Grant Management
- 9-Home Buy-Out Program – FMA and HMGP Grant Management
- 121 Pine Valley Court Retrofit Improvements – HMGP Application and Grant Management
- Lakeside Gravity Outfall System – HMGP Application and Grant Management
- Naranja Rd & 2nd St Drainage Improvements – HMGP Application and Grant Management
- Landings at Summerhaven - Pond 2 Drainage Investigation and Improvements
- Adelaide Street Drainage Investigation and Improvements

FLORIDA HOSPITAL

- Florida Hospital New Smyrna (Emergency Power Upgrade for Chiller Support) – HMGP Grant Application and Grant Management Services
- Florida Hospital Fish Memorial (Stormwater Ponds) – HMGP Grant Application

BREVARD COUNTY, FLORIDA

- Kingsmill Subdivision Drainage Improvements - FEMA Pre-Disaster Mitigation (PDM) Program Grant Application and Grant Management Services
- Sarno Lakes / Upper Eau Gallie Watershed Evaluation

VOLUSIA COUNTY, FLORIDA

- Thornby Park Water Quality Improvement – FDEP SWAG Non-Point Source Grant Application and Grant Management Services

CITY OF WINTER PARK, FLORIDA

- NPDES Part 2 MS4 Permit Application
- Ninth Grade Center Wet Detention / Urban Wetland System
- College Point Drainage Improvements
- Lake Midget Outfall Analysis
- NPDES Technical Assistance

CITY OF ALTAMONTE SPRINGS, FLORIDA

- Little Wekiva River Erosion Control Countermeasures - NRCS Grant Application and Grand Administration Services
- Phase I - II Stormwater Management Master Plan
- Lake Orienta Flood Hazard Avoidance Plan
- Little Wekiva River Sedimentation Baffle Boxes Project
- Chairman of the Water Resources Committee (East Central Branch)

SEMINOLE COUNTY, FLORIDA

- Howell Creek Erosion Control Project
- Prairie Lake Drainage Basin Study
- River Ridge Erosion Control Project
- Celery Avenue Drainage Basin Study
- Acorn Lake Restoration Project
- First Drive / Brisson Avenue Drainage Improvements
- Subdivision Rehabilitation Program

CITY OF OCOEE, FLORIDA

- Pioneer Key Regional Drainage Improvements - FDEP Florida Forever Grant Program
- City Hall Regional Stormwater Master Pond - FDEP Florida Forever Grant Program
- Downtown Stormwater Master Plan
- City-Wide LOMR Application
- Maguire Road – Pond 7 Acquisition Services
- Old Winter Garden Road Pond Modifications
- Sawmill Subdivision – Southwest Pond LOMR Application
- Northwest Ditch Drainage Basin Study
- Lake Lotta Drainage Basin Study
- NPDES Part 1 and Part 2 MS4 Permit Applications
- NPDES Annual Reports
- Stormwater Utility Feasibility Study
- Center Street Stormwater Pond
- Conceptual Plan

**PROFESSIONAL EXPERIENCE:** 27 years (13 years with Pegasus Engineering, LLC)**PROFESSIONAL REGISTRATIONS:** Professional Engineer Florida, No. 58753 (2002)**EDUCATION:** B.S. Environmental Engineering, University of Central Florida (1996)

M.S. Civil Engineering, University of Central Florida (2003)

LANGUAGES: English and Spanish (proficiently)

PROFESSIONAL PROFILE

Ms. Saavedra serves as a Sr. Project Engineer with Pegasus. Since 1997, Ms. Saavedra has been involved in the planning, design and permitting of numerous drainage retrofit studies and infrastructure inspection programs associated with older neighborhoods and subdivisions as well as Maintenance Districts. Her formal education is enhanced by hands-on experience performing grant-related services, field investigations, collecting and interpreting data, completing system calculations, developing hydrologic / hydraulic modeling, permitting and preparing engineering reports, master plans and system designs, NPDES Services as well as Community Rating System (CRS) related services for local Florida cities. Ms. Saavedra is involved in preparing construction drawings, technical specifications and regulatory agency permit applications for her projects. Her relevant stormwater / drainage management planning and design projects have ranged in size from a few acres to several square miles. She has been involved with projects for urban and rural basins, positive and landlocked drainage systems, flood control structures and retention / detention ponds.

Ms. Saavedra is also very familiar with federal regulations specified in FEMA's grant programs. Ms. Saavedra has secured or helped secure \$70M from FEMA's Hazard Mitigation Assistance Program (HMA), including the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance Program (FMA), Pre-Disaster Mitigation (PDM) Program and the Building Resilient Infrastructure and Communities (BRIC) Program. Ms. Saavedra is also very familiar with and has successfully secured funding from the NRCS Program as well as FDEP grant programs (Florida Forever, 319 Non-Point Source, SWAG Non-Point Source Programs). Grant monies from these sources have greatly assisted communities in implementing long-term flood hazard mitigation measures for the benefit of their communities.

REPRESENTATIVE FEMA-RELATED PROJECT EXPERIENCE

SANTA ROSA COUNTY, FLORIDA

- Acquisition and Demolition of Repetitive Loss Homes not located within Special Flood Hazard Areas - H&H Study, and FMA Grant Applications
- Seven drainage improvements projects - HMGP Grant Administration Services
- Settlers Colony Drainage Improvements - HMGP Grant Application and Grant Administration Services
- Ranchettes Subdivision Drainage Improvements - H&H Study, HMGP Grant Application and Grant Administration Services
- Venetian Way and Coronado Drive Drainage Improvements - H&H Study, HMGP Grant Application and Grant Administration Services
- Patterson Lane and Pace Lane Drainage Improvements HMGP Grant Application and Grant Administration Services
- Elevation of Severe Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Maranatha Way and Chipper Lane Drainage Improvements HMGP Grant Application and Grant Administration Services
- 2011 Aurora Drive Acquisition and Demolition Project HMGP Grant Application and Grant Administration Services
- Settlers Colony Expansion Drainage Improvements HMGP Grant Application and Grant Administration Services
- Elevation of Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of Repetitive Loss Homes not located within Special Flood Hazard Areas - H&H Study, and FMA Grant Application
- Acquisition and Demolition of a Flood-Prone Home not located within a SFHA – FMA grant application.
- Metron Estates Drainage Improvements – HMGP Grant Application, H&H Study, Grant Administration Services
- Ashmore Subdivision Drainage Improvements – HMGP Grant Application

CITY OF GULF BREEZE, FLORIDA

- Shoreline Park Gravity Discharge Pipe - HMGP Grant Application and Grant Administration Services
- Traffic Signal Mast Arms – HMGP Grant Application

CITY OF DEBARY, FLORIDA

- 9-home Buy-Out Program – FMA and HMGP Grant Applications and Grant Administration Services
- Westside Emergency Flood Management System – Engineering Design, HMGP Grant Application and Grant Administration Services
- Naranja Road / 2nd Street Drainage Improvements – HMGP Grant Application and Grant Administration Services
- Lakeside Gravity Outfall System – HMGP Grant Application and Grant Administration Services
- Soft Shadow Lane Drainage Improvements– HMGP Grant Application and Grant Administration Services
- DeBary Villas - NRCS Grant Application and Grant Administration Services
- Glen Abby Country Club - NRCS Grant Application and Grant Administration Services

BREVARD COUNTY, FLORIDA

- Kingsmill Subdivision, Palomino Road & Aurora Road Drainage Improvements – FEMA Pre-Disaster Mitigation (PDM) Program Grant Application and Grant Administration Services
- Cox Road Drainage Improvements – Design, HMGP Grant Application and Grant Administration Services
- West Cocoa Watershed Evaluation – Design, HMGP Grant Application and Grant Administration Services

CITY OF NORTH PORT, FLORIDA

- City Hall Generator – HMGP Grant Administration Services

CITY OF PALM COAST, FLORIDA

- City Hall Generator – HMGP Grant Administration Services

CITY OF BONITA SPRINGS, FLORIDA

- Logan Boulevard Drainage Improvements – HMGP Grant Administration Services
- Citrus Park Storm water Improvements - HMGP Grant Administration Services
- Spring Creek Golf Course - HMGP Grant Administration Services
- Acquisition and Demolition of Flood Prone Homes – HMGP Grant Application Development

CITY OF LONGWOOD, FLORIDA

- Hurricane Saferoom for First Responders – HMGP Grant Application and Administration Services

ORANGE COUNTY, FLORIDA

- Orlo Vista Flood Mitigation Project – HMGP Administration Services

CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 9 flood-prone homes – HMGP Grant Application and Administration Services
- Demolition and Reconstruction (Mitigation Reconstruction) of 17 flood-prone homes – HMGP Grant Application and Administration Services

ADVENTHEALTH PALM COAST, FLORIDA

- Wind Mitigation (Retrofit of Hospital Openings) – HMGP Administration Services

FLORIDA HOSPITAL NEW SMYRNA, FLORIDA

- Emergency Power Upgrade for Chiller Support – HMGP Grant Application and Administration Services

CITY OF LONGWOOD, FLORIDA

- NPDES-related support services to the City for 14 years (Annual reports, FDEP Audits, Compliance with NPDES permit activities)

POLK COUNTY

- Elizabeth Place Hydrologic Enhancement Program – FDEP Florida Forever Program and FDEP 319 Non-Point Source Program grant application development and grant management services

VOLUSIA COUNTY, FLORIDA

- Thornby Park Water Quality Improvement – FDEP SWAG Non-Point Source Grant Application and Grant Management Services

WINTER SPRINGS, FLORIDA

- NPDES-related support services to the City for 5 years (Annual reports, FDEP Audits, NPDES permit activities)
- CRS-related support services (annual recertifications, Verisk Audits, CRS-related activities)



YEARS OF EXPERIENCE 21

Contract Employee
March 2012 – Present

CDM Smith 10 years

Professional Engineer
Florida Registration No. 66649

EDUCATION

B.S. Environmental Engineering
University of Central Florida 2002

PROFESSIONAL PROFILE

Ms. Whitehart has extensive grant-related experience combined with public infrastructure engineering, primarily in the planning, design, and permitting of stormwater management improvements, drainage systems design in support of transportation projects, and public utilities projects for governmental entities across Florida. Her utilities design experience has included the development of plans and specifications for sanitary sewers, force mains, water mains, and reclaimed water mains. She is also experienced with trenchless designs including horizontal directional drilling and slip-lining. Her post design experience has included review of shop drawings, RFIs, and change orders. Ms. Whitehart provides quality assurance/quality control to grant-related documentation before it is submitted to the funding sponsoring agency for review and approval.

REPRESENTATIVE PROJECT EXPERIENCE

CITY OF WINTER GARDEN, FLORIDA

- Roundabout at Stoneybrook Parkway and Windermere Road
- Avalon Road (County Road 545) & Tilden Road Intersection Improvements
- Plant Street Improvements Segment II
- Multiple Roadway Projects (Drainage / Utilities Design)
 - Vineland Rd. Restoration
 - N. Dillard St. Restoration
 - S. Woodland St. Restoration

CITY OF NEW SMYRNA BEACH, FLORIDA

- Central Beach Utilities Improvements Program
Water Main Improvements Project Sanitary
Sewer Rehabilitation and
Replacement & Force Main Project

CITY OF ORLANDO, FLORIDA

- Langford Park and Lake Greenwood Baffle Boxes
- Grant Funding Assistance
- Regional Reclaimed Water Study
- Little Lake Fairview Restoration
- Dubsdread Golf Course Stormwater Improvements

CITY OF WINTER SPRINGS, FLORIDA

- State Road 434 and City Hall Access Drive Intersection
Improvements Project

ORANGE COUNTY, FLORIDA

- Convention Center Campus South Access Tradeshow
Blvd. Improvements
- Grenadier Woods Subdivision Assessment Project
- Summerlin Avenue Baffle Box Project

CITY OF DeBARY, FLORIDA

- Various Site Plan Reviews

CITY OF OCOEE, FLORIDA

- Southwest Development Utility Improvements,
Phases I & II

SEMINOLE COUNTY, FLORIDA

- Five Points Connector Roadway and Regional Stormwater
Pond Improvement

CITY OF ORANGE CITY, FLORIDA

- Mill Lake Park Phase 3B Water Quality Improvements
Project

JACKSONVILLE (JEA)

- Scott Mill Hill Wastewater System Drainage Improvements
- Sans Souci Water, Sewer & Drainage Improvements

CITY OF KISSIMMEE, FLORIDA

- Dakin Avenue Box Culvert Design/Tohopekaliga Water
Authority Utility Improvements Project

CITY OF CASSELBERRY

- Osceola Trail Water Quality Improvements
- Gee Creek Emergency Weir Replacement

CITRUS COUNTY, FLORIDA

- County Road 491 Improvements Project

PRIVATE SECTOR

- Good Samaritan Village of Kissimmee, Hurricane Irma
Shingle Creek Flood Recovery Assistance Project



YEARS OF EXPERIENCE 32

Pegasus Engineering, LLC

August 2013 – Present

Full Sail University 2 years

Professional Engineering

Consultants, Inc. (PEC) 20 years

EDUCATION

Lake County VoTech

Valencia Community College

University of Phoenix

PROFESSIONAL PROFILE

Since 1991, Mr. Greenough has developed survey, stormwater and transportation engineering experience as a Senior Designer serving local municipalities, counties, FDOT, and private clients. Using AutoCAD and ArcGIS as the main design tools, Mr. Greenough is responsible for the design and preparation of construction drawings, quantity computations, performing field investigations, collecting and interpreting data, producing figures, exhibits, conceptual sketches and performing utility coordination. Mr. Greenough has extensive working knowledge of Autodesk - Civil 3D Design, raster image design technology, and database/spreadsheet applications. His formal education is enhanced by over three decades of hands-on experience designing stormwater ponds and conveyance systems associated with land development projects, highway construction, and retrofit projects for private and public sectors. He has worked on numerous stormwater projects which include drainage studies, stormwater ponds, and storm sewer designs within positive and landlocked drainage basins for urban and rural basins located within small and major watersheds and development projects. Mr. Greenough is very familiar with HUD's and FEMA' grant application requirements and assists the Pegasus grant management team with the preparation of topographic and aerial figures, ground disturbance exhibits and computations, among several other project-specific drawings, including elevation projects, mitigation reconstruction projects, acquisition/demolition projects, drainage improvement projects, permanent and portable generator projects, among others.

REPRESENTATIVE PROJECT EXPERIENCE

CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 9 Flood Prone Homes (HMGP)
- Mitigation Reconstruction of 17 Flood Homes (HMGP)
- Elevation of 4 Flood Prone Homes (HMGP)
- Acquisition and Demolition of 3 Flood Home Homes (HMGP)

SANTA ROSA COUNTY, FLORIDA

- Ranchettes Subdivision Drainage Improvements (HMGP)
- Venetian Way Drainage Improvements (HMGP)
- Maranatha Way Drainage Improvements (HMGP)
- Patterson Lane Drainage Improvements (HMGP)
- Settlers Colony Drainage Improvements (HMGP)
- Settlers Colony Expansion Drainage Improvements (HMGP)
- Metron Estates Subdivision Drainage Improvements (HMGP)

SANTA ROSA COUNTY, FLORIDA (continuation)

- Elevation of 2 SRL Homes (FMA)
- Elevation of 2 RL Homes within SFHAs (FMA)
- Elevation of a RL Home not within SFHA (FMA)
- Acquisition and Demolition of 3 Flood-Prone Homes (FMA)

CITY OF DEBARY, FLORIDA

- Westside Emergency Flood Management System (WSEFMS) (HMGP)
- Naranja Road / 2nd Street Drainage Improvements (HMGP)
- 9-home Buy-Out Program (HMA and HMGP)
- Lakeside Gravity Outfall System (HMGP)

BREVARD COUNTY, FLORIDA

- Kingsmill Subdivision / Aurora Road Drainage Improvements (PDM)
- Cox Road Drainage Improvements (HMGP)



YEARS OF EXPERIENCE: 25 years (13 years with Pegasus Engineering, LLC)
EDUCATION: A.S. Office Technologies, Onondaga Community College (1997)
Drafting Certificate, Valencia Community College (2009)
LANGUAGES: English and Spanish (proficiently)

PROFESSIONAL PROFILE

Ms. Villanueva serves as Administrative Assistant for the public infrastructure section which primarily focuses on transportation, stormwater, and grant management. Her responsibilities include assisting the technical staff with comprehensive administrative functions including proposal preparation, invoicing, bid document preparation, utility coordination, grant writing assistance (CDBG-DR, Hazard Mitigation Grant Program, Flood Mitigation Assistance, Pre-Disaster Mitigation), reimbursement request package preparation, marketing research, scheduling, travel coordination, and coordinating the servicing of office equipment and ordering supplies. Ms. Villanueva assists Principals and Senior Engineers by monitoring all public advertisements by governmental entities within Florida as they issue Requests for Qualifications (RFQ's), and then prepares a weekly summary for staff review and decision making. She works with the technical staff in preparing proposals for various clients including the preparation of organizational charts, supporting graphics and figures, form preparation, word processing, and final proposal assembly. Her responsibilities also include assisting staff on project assignments with research and document acquisition. She performs the final word processing for technical reports, permits, and grant applications. Ms. Villanueva also assists the technical staff with preparation of bid documents including project manuals, bid forms, front end documents, bid tabulation sheets, and recommendations for award.

In addition to her marketing and project production responsibilities, her duties as Administrative Assistant include maintaining the office facilities in an orderly manner, including organizing and updating the office filing systems on a sustained basis. She also serves as the primary interface with the general public, with vendors, job applicants, and inquiries of varying types. She also is responsible for organizing special events and technical seminars.

REPRESENTATIVE PROJECT EXPERIENCE

SANTA ROSA ISLAND AUTHORITY

- Elevation of Ten Flood-Prone Homes - FMA Grant Application

FLORIDA HOSPITAL

- Florida Hospital New Smyrna (Emergency Power Upgrade for Chiller Support) - HMGP Grant Application and Grant Management Services
- Florida Hospital Fish Memorial (Stormwater Ponds) - HMGP Grant Application

CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 9 Flood-Prone Homes based on Pre-Calculated Benefits -HMGP Grant Application
- Elevation of 5 Flood-Prone Homes based on Benefit Cost Analysis - HMGP Grant Application
- Demolition and Reconstruction of 17 Flood-Prone Homes -HMGP Grant Application
- Lakeside Gravity Outfall System FEMA Hazard Mitigation Grant Program

BREVARD COUNTY, FLORIDA

- Kingsmill Subdivision, Palomino Road and Aurora Road Drainage Improvements FEMA Pre-Disaster

Mitigation (PDM) Program Grant Application and Grant Management Services

- Cox Road Drainage Improvements Design and HMGP Grant Application and Management

CITY OF DEBARY, FLORIDA

- Westside Emergency Flood Management System (WSEFMS) Design and FEMA Hazard Mitigation Grant Program
- Naranja Road / 2nd Street Drainage Improvements FEMA Hazard Mitigation Grant Program
- 9-home Buy-Out Program FMA and HMGP Grant Services

SANTA ROSA COUNTY, FLORIDA

- Elevation of 2 Severe Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of 2 Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of a Repetitive Loss Homes not located within Special Flood Hazard Areas - FMA Grant Application
- Acquisition & Demolition of 3 Repetitive Loss Homes not located within SFHAs - FMA Grant Application



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Florida Limited Liability Company
PEGASUS ENGINEERING, LLC

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301 W. SR 434
SUITE 309
WINTER SPRINGS, FL 32708

Changed: 04/21/2009

Mailing Address

301 W. SR 434
SUITE 309
WINTER SPRINGS, FL 32708

Changed: 04/21/2009

Registered Agent Name & Address

Kim, James
5079 Edgewater Drive
Orlando, FL 32810

Name Changed: 01/28/2013

Address Changed: 01/03/2018

Authorized Person(s) Detail

Name & Address

Title MGRM

FONG, JUAN
301 W. SR 434, SUITE 309
WINTER SPRINGS, FL 32708

Title MGRM

MUNJED, FURSAN
301 W. SR 434, SUITE 309
WINTER SPRINGS, FL 32708

Annual Reports

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2021	02/05/2021
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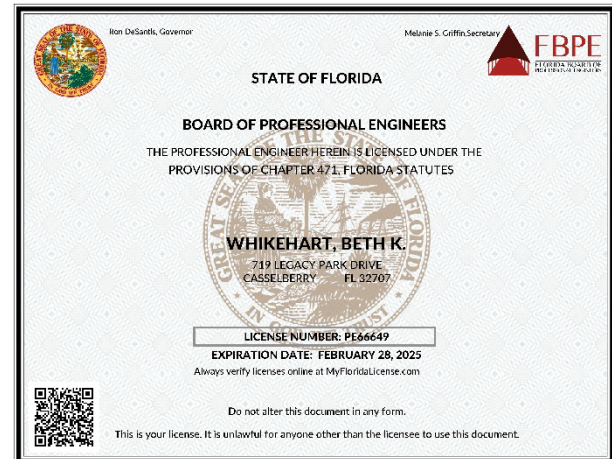
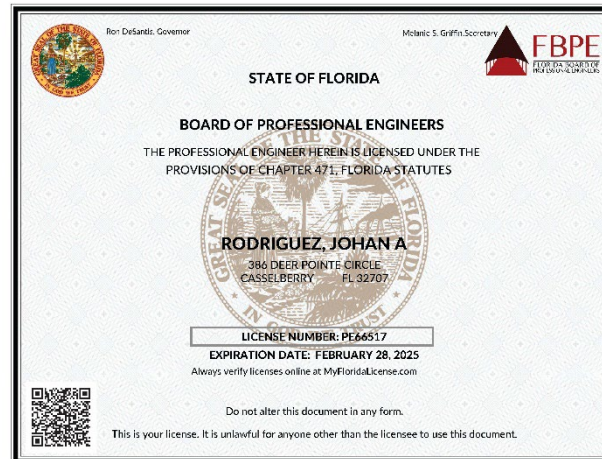
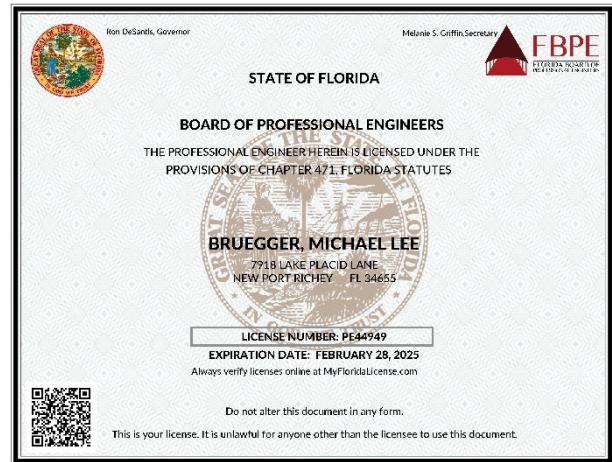
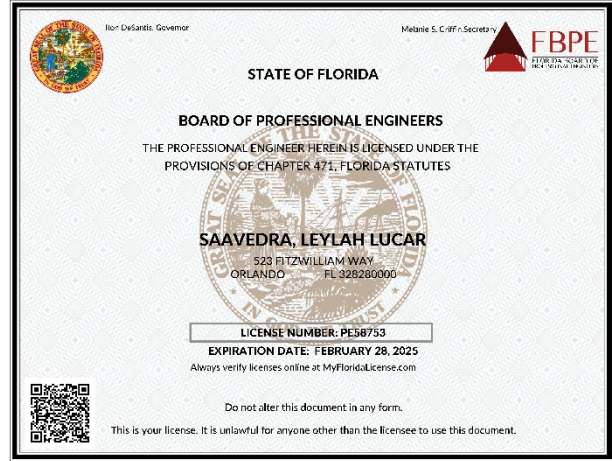
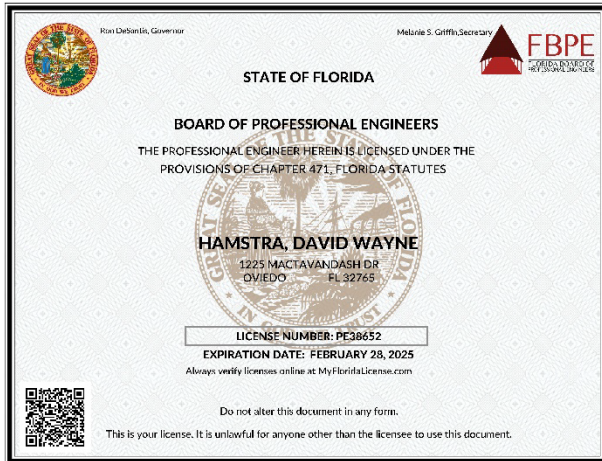
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03/29/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- ANNUAL REPORT	View image in PDF format
01/10/2008 -- ANNUAL REPORT	View image in PDF format
08/28/2007 -- Florida Limited Liability	View image in PDF format

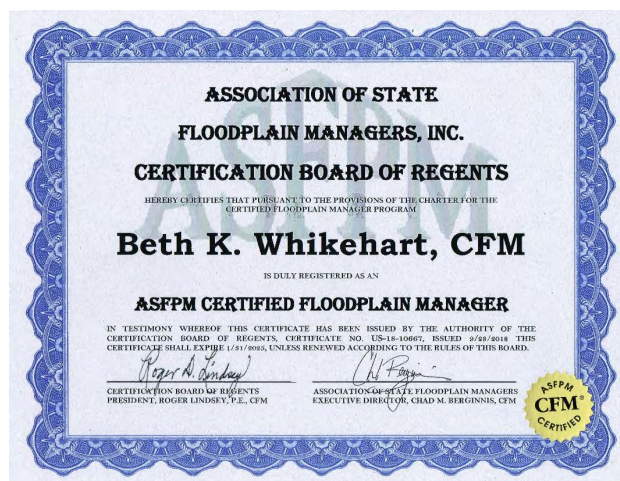
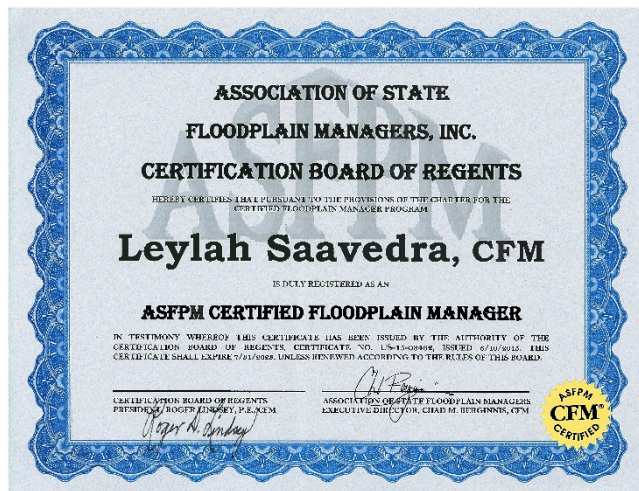
Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

Professional Certifications

The following pages contain our team of professionals' certifications germane to this City of Port Orange contract.



Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects





Tab D

Approach to Project/ Understanding



Approach to Project / Understanding

Residential communities within the City of Port Orange that are located near the Atlantic Ocean and/or Halifax River face a high risk of flooding as they are affected by high tides as well as flooding as a direct effect of storm surge and sea level rise. Moreover, due to the City's geographical location within Volusia County, the City of Port Orange is also prone to flooding of low-lying areas. Additionally, there are residential communities with limited stormwater management systems in place which are especially prone to experiencing flooding occurrences. All of these conditions contribute to the City of Port Orange's vulnerability to flooding events that may range from minor to major in nature, and which can potentially cause roadway, yard, and structural flooding throughout the City.

Fortunately, the City of Port Orange has been proactive at prioritizing flood mitigation projects for FEMA grant funding to aid the implementation of projects to minimize and/or eliminate future structural flooding conditions. A strong and effective grant management program combined with a well-established stormwater maintenance program are the key to safeguarding the City from weather-related disasters. In compliance with the current Volusia County Multi-Jurisdictional Local Mitigation Strategy Plan, the City of Port Orange plays an active role identifying flood-prone areas where flood mitigation solutions can be implemented. It is understood that for the Hazard Mitigation Grant Program (HMGP) under Hurricane Ian, the City of Port Orange is envisioning the preparation and submittal of a grant application for the elevation and retrofit of thirty (30) flood damaged homes: twenty (20) single-family homes and ten (10) mobile homes. This elevation project has been ranked third in the list of mitigation projects supported by the Volusia County Local Mitigation Strategy group. Retrofitting these high-risk properties will allow for the City to proactively address the needs to recover from flooding conditions while enhancing the City's flood protection level.

FEMA's Hazard Mitigation Assistance Program, which includes the Hazard Mitigation Grant Program (HMGP) and Flood Mitigation Assistance (FMA), are a product of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988. Through this statutory authority, FEMA administers federal natural disaster assistance for state and local governments. After a presidential disaster declaration is made, FEMA makes disaster assistance available to those affected by the devastation under the Public and Individual Assistance Programs. The Public Assistance Program is most applicable to local municipalities affected by a natural disaster, where financial assistance is made available for recovery efforts. As part of Public Assistance funding, FEMA offers Section 406 Mitigation, which is geared toward the restoration of facilities damaged by the event that was active at the time of the disaster. FEMA also offers Section 404 Mitigation assistance as part of the Hazard Mitigation Grant Program (HMGP). Being disaster-driven, this grant becomes available following the Public Assistance funding disbursement to local

governmental agencies. Additionally, two more programs are also available for mitigation assistance, however, these are not disaster-driven, and are offered annually to all those in need of financial support geared to mitigation efforts: Flood Mitigation Assistance (FMA), the Building Resilient Infrastructure and Communities (BRIC) Program, and the Legislative Pre-Disaster Mitigation Program. These programs are administered by the State of Florida Division of Emergency Management's (FDEM) on behalf of FEMA. The HMGP, FMA, BRIC and LPDM programs have a crucial common denominator: for projects to be considered eligible for funding, cost effectiveness must be confirmed by the preparation of a Benefit Cost Analysis (BCA), which must demonstrate that the proposed project can produce future flood risk reduction by generating a benefit cost ratio of at least 1.0.

Pegasus Engineering has vast experience preparing successful Benefit Cost Analysis to support FEMA's HMGP, FMA, BRIC and LPDM grant applications. The development of damage quantity assessments based on current building replacement values are essential for the generation of losses for different storm events, which in turn generate benefits in the BCA version 6.0 software, also known as the BCA Toolkit. Depending on the scope of work of the specific project, the preparation of a hydrologic and hydraulics (H&H) study that contains computer modeling is required. Pegasus has the resources needed to prepare the required H&H studies based on conceptual designs approved by the City, as well as the previously referenced damage quantity assessments and benefit cost analyses.

Pegasus is eager to assist the City of Port Orange with securing funding from the FEMA grant programs referenced above. To successfully manage a HMGP or FMA grant, there are many steps to be followed, which will be described below; however, a critical element to keep in mind is the fact that to meet the expectations of FEMA and FDEM for successful projects, the City's flood mitigation projects must demonstrate continuous progress. This can only be accomplished with active coordination among City staff, the design engineers, the grant management consultant, and the contractor.

In order to administer the City's FEMA Grant Program and based on the requested services as well as our extensive knowledge / experience with similar assignments, we have summarized the following critical tasks to ensure the development of a successful grant.

- 1. Monitoring of project progress to ensure adherence to grant timelines:** A critical element of FEMA grants is to ensure that the period of performance is maintained. FEMA strongly discourages extensions in the 3-year period of performance, unless they are absolutely necessary. The burden is on the Project Team (Consultant, Contractor, and Grant Administrator) to demonstrate / justify the need to extend the period of performance beyond the 36-month requirement. Therefore, it is imperative that the bid documents clearly state the milestone dates for the construction contractor to be duly notified of the time constraints. This critical notification allows the contractor to properly bid the project and circumvents potential claims for additional compensation related to the required construction schedule.

- 2. Responsibility for required grant documents and reports including quarterly reports to grantor, reimbursement requests, and closeout of grant:** To efficiently and properly manage FEMA grants where compliance and reporting requirements tend to be most rigorous, it is imperative for the Grant Administrator (Pegasus Engineering) to ensure that every obligation to the funding source is met.

It will be the Grant Administrator's responsibility to comply with the reporting requirements as specified in the grant agreements by accurately preparing the following documentation to be submitted to FDEM and FEMA for review and approval:

- Quarterly Reports to document the progress of the project (percent of completion), milestones achieved during the reporting time period, a schedule for the remainder of work to project completion, and any problems or circumstances affecting the completion date, milestones, scope of work and cost. This form will provide an opportunity for the City to document any cost overruns or underruns not related to changes in the scope of work as presented to FEMA in the original HMGP application. If changes to the scope of work occur, immediate coordination with FDEM staff will be required. Quarterly Reports are due the 15th day of January, April, July, and October of every year the grant is active.
 - Reimbursement Requests are required to process the reimbursement of HMGP/FMA/BRIC/LPDM funds at an obligated federal match. In order for FDEM staff to approve the reimbursement requests and avoid payment delays, it is imperative that a complete package of pertinent documentation be submitted as proof of payment (i.e., invoices, voided checks, etc.). Reimbursement payments should be expected within 4 to 6 weeks after a complete reimbursement request package is submitted to FDEM staff. FDEM staff appreciates the submittal of reimbursement requests concurrently or soon after the submittal of the quarterly reports.
 - Project Close Out will take place upon the completion of all applicable administrative and required work. Close coordination with FDEM staff will be required. FDEM will submit a final project report to FEMA that addresses any financial adjustments. A final inspection of the project site, with supporting photographic documentation to justify the expenditures, will also be part of the close out process.
- 3. Coordination with Homeowners, as often as needed:** To gain the support of the affected residents, public meetings are highly recommended during the design phase and before construction commences. This allows the consultant and City staff to duly notify the residents of the anticipated construction duration; potential street closures and traffic re-routing; disruptions to landscape features, driveways, and sidewalks; and the location of

temporary construction easements and/or rights-of-entry. In the case of elevation, mitigation reconstruction or acquisition/demolition projects, coordination with the homeowners is paramount to a successful grant application as flooding questionnaires are the basis of the development of historical damage quantifications and is also important throughout the life of the project.

4. **Proposed Approach to Problem Identification and Effective Solution Development:** Based on our experience, FEMA-funded projects may encounter the following challenges, which would require immediate action to ensure a continuous project progress:

Scope of Work Modification: If City staff identifies the need to modify the proposed improvements already approved by FDEM/FEMA for implementation, a scope of work modification will need to be prepared and submitted to the State. This document will be required to include revised design drawings, a revised project cost estimate and a revised schedule of milestones. If this situation arises, Pegasus will work with City staff to coordinate with the Design Engineer to revise the original construction plans and generate a revised cost estimate. The BCA will also need to be revised to ensure that the project remains cost effective and eligible for funding. Pegasus Engineering will actively coordinate with FDEM's Technical Unit to ensure that the maximum project benefits are accounted for to offset any increases in project costs, for the benefit of the project's cost effectiveness. Submitting the scope of work modification to DEM as soon as possible is paramount to receiving an expedited grant agreement modification.

Project Cost Over-Run: If the construction bids come in higher than anticipated, or if change orders cause a project cost increase, the City may consider requesting a formal grant budget increase from FDEM. Depending on funding availability under the respective disaster allocation, and assuming the project is still cost effective based on the new project cost, FDEM staff will determine if the cost increase can be approved. Grant professional services to be provided by Pegasus Engineering under this contract are also qualified services for reimbursement by FDEM. Pegasus Engineering would prepare and submit a cost increase request to FDEM.

Construction Delays: In the event that construction delays are unavoidable, City staff should inform FDEM immediately after learning of the delay by the contractor. The quarterly report to be prepared for the corresponding 3-month period will need to also reflect the identified construction delay. In the case of a considerable construction delay, the City will need to submit a Period of Performance extension request stating the reasons for the request along with a revised projected schedule of milestones. This document would need to be submitted to DEM no later than 70 days prior to the Period of Performance end date stipulated in the grant agreement.

FAMILIARITY WITH FEMA GRANT PROGRAMS

Senior staff from Pegasus Engineering, LLC has had the privilege and honor to provide FEMA-related grant management services to many Florida Cities and counties continuously for the past 18 years. Pegasus has witnessed first-hand the dedication exhibited by Florida cities and counties to improve the quality of life and safety of their residents by implementing a variety of flood mitigation projects. Our FEMA-related grant management services have extended from pre-screening services and grant application development to direct coordination with residents and successful grant close-outs after full project implementation. Our 18-year tenure handling and managing grants from federal, state and local sources has allowed our team of professionals to become very familiar with the grant needs of Florida communities. We look forward to developing a strong partnership with the City of Port Orange staff for the benefit of the City and the local residents.

The following listing provides a summary of prior projects that Mr. David Hamstra, P.E., CFM and Ms. Leylah Saavedra, P.E., CFM, along with their support team of professionals, have implemented for Florida municipalities. This listing demonstrates Pegasus' extensive grant-related experience with FEMA-administered projects, all of which have involved public meetings and community workshops to engage the community with the flood mitigation project.

Project Name and Project Type	Grant Management Services
Santa Rosa County, Florida	
Grant Administration Services for 7 HMGP Stormwater / Drainage Improvement Projects: ○ Ganges-Madura Trail Stormwater Project ○ Greenbriar Subdivision Drainage Project ○ Harrison Avenue Stormwater Project ○ Orion Lake Drainage Project ○ Ramblewood Drive Stormwater Project ○ Sabertooth Circle Drainage Project ○ Villa Venyce Stormwater Improvements Project	HMGP – Phase II
Settlers Colony Drainage Improvements	HMGP – Grant Application Development, Phase I and Phase II
Ranchettes, Northridge and Whisper Bay Subdivisions Drainage Improvements	HMGP – Grant Application Development and Phase I
Villa Venyce Subdivision Drainage Improvements	HMGP – Grant Application Development, Phase I and Phase II
Maranatha Way and Chipper Lane Drainage Improvements	HMGP – Grant Application Development, Phase I and Phase II

Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

Patterson Lane and Pace Lane Drainage Improvements	HMGP – Grant Application Development, Phase I and Phase II
Settlers Colony Expansion Drainage Improvements	HMGP – Grant Application Development, Phase I and Phase II
2011 Aurora Drive Acquisition and Demolition	HMGP – Grant Application Development
FY 2017 FMA Candidate Projects	Pre-Screening of 18 project locations
Elevation of 5 Severe Repetitive Loss Properties	FMA – Grant Application Development
Elevation of 1 Repetitive Loss Property	FMA – Grant Application Development
Elevation of 3 Repetitive Loss Properties	FMA – Grant Application Development
Acquisition and Demolition of 1 Severe Repetitive Loss and 2 Repetitive Loss Properties	FMA – Grant Application Development
Metron Estates Drainage Basin Improvements Project	Engineering Design, HMGP Grant Application Development, Phase I and Phase II
Elevation of 2 Severe Repetitive Loss Properties	FMA – Grant Application Development
Elevation of 2 homes located outside Special Flood Hazard Areas	FMA – Grant Application Development
Elevation of 1 home located outside Special Flood Hazard Areas	FMA – Grant Application Development
Acquisition and Demolition of 2 homes located outside Special Flood Hazard Areas	FMA – Grant Application Development
Metron Estates Drainage Basin Improvements Project	PDM – Grant Application Development
Acquisition and Demolition of 3 Flood-Prone homes	HMGP – Grant Application Development
Elevation of 1 Flood-Prone Home	FMA – Grant Application Development
Coastal Resilience Master Plan	BRIC – Grant Application Development
Ranchettes, Northridge and Whisper Bay Subdivisions Drainage Improvements	HMGP – Grant Application Development for Construction Only
Ashmore Drainage Basin Stormwater Improvements	HMGP – Grant Application Development
Elevation of 4 Repetitive Loss Properties	FMA – Grant Application Development
Elevation of 4 Severe Repetitive Loss and Repetitive Loss Properties	FMA – Grant Application Development
Pine Blossom Road Stormwater Improvements	HMGP – Pre-screening services
Elevation of 9 Severe Repetitive Loss and Repetitive Loss Properties	FMA – Grant Application Development

Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

Santa Rosa Island Authority (Pensacola Beach, Florida)	
Elevation of 10 Severe Repetitive Loss and Repetitive Loss Properties	FMA – Grant Application Development
City of Gulf Breeze, Florida	
Traffic Signal Mast Arms Project	HMGP – Grant Application Development
Shoreline Park Drainage Improvements	HMGP – Grant Application Development and Phase I
City of Milton, Florida	
Glover Lane Lift Station Elevation Project	HMGP – Grant Application Development
City of New Smyrna Beach, Florida	
Central Beach Drainage Improvements	Engineering Design, FMA and HMGP Grant Application Development
Elevation of 6 Flood-Prone Homes	HMGP Grant Application Development and Non-Phase Services
Elevation of 3 Flood-Prone Homes	HMGP Grant Application Development and Non-Phase Services
Demolition and Reconstruction of 17 Flood-Prone Homes	HMGP Grant Application Development and Non-Phase Services
City of Bonita Springs, Florida	
Logan Boulevard Drainage Improvements	HMGP – Phase I Services
Citrus Park Drainage Improvements	HMGP – Phase I Services
Spring Creek Golf Course	HMGP – Phase I Services
Acquisition and Demolition of Flood-Prone Homes	HMGP – Grant Application Development (Assistance to City)
City of DeBary, Florida	
Westside Emergency Flood Management System (WSEFMS) – Drainage Retrofit Project	Engineering Design, HMGP – Grant Application Development, Phase I and Phase II
Naranja Road / 2nd Street Drainage Improvements	Engineering Design, HMGP – Grant Application Development, Phase I and Phase II
9-home Acquisition and Demolition Project	FMA and HMGP Grant Application Development and Non-Phase Services
Lakeside Gravity Outfall – Drainage Retrofit Project	Engineering Design, HMGP – Grant Application Development, Phase I and Phase II

Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

Orange County, Florida	
Orlo Vista Flood Mitigation Project	HMGP – Phase I and Phase II
General Grant Management Support Services	Grant Funding Identification Services
Regency Industrial Park Drainage Improvements	HMGP – Grant Application Development
Brevard County, Florida	
Kingsmill Subdivision Drainage Improvements	Engineering Design, PDM – Grant Application Development and Grant Management
Cox Road Drainage Improvements	Engineering Design, HMGP – Grant Application Development, and Grant Management
City of North Port, Florida	
City Hall Generator Design and Installation	HMGP – Grant Application Development and Non-Phase Services
City of Palm Coast, Florida	
City Hall Generator Design and Installation	HMGP – Grant Application Development and Non-Phase Services
Good Samaritan Village, Kissimmee, Florida	
Hurricane Irma Flooding	Public Assistance Application and Management Services
Flood Improvements Project – Elevation of 83 Living Structures	HMGP Grant Application and State Legislature Appropriation Application
Decommissioning of a Wastewater Treatment Facility and Associated Infrastructure Improvements	FMA – Grant Application Development
Community Center Hurricane Loss Improvements Project	Hurricane Loss Mitigation Program Grant Application
Florida Hospital/AdventHealth	
Emergency Power Upgrade for Chiller Support (Florida Hospital New Smyrna)	HMGP – Grant Application Development and Phase I
Wind Mitigation Project (Upgrade of Hospital's Building Openings)	HMGP – Grant Application Development and Phase I
Stormwater Ponds (Florida Hospital Fish Memorial)	HMGP – Grant Application Development



Tab E

Financial Stability/ Litigation and Debarment History



Financial Stability/Litigation and Debarment History

FINANCIAL STATEMENT

This statement is to certify that Pegasus Engineering, LLC has been financially stable since it commenced business operations in 2007 and has the necessary human and financial resources to provide the level of service required by the City of Port Orange. In compliance with the requirements of the Request for Statements of Qualifications RFSQ #23-11, Pegasus Engineering has hereby provided a financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".

PROFESSIONAL LITIGATIONS DURING THE PAST FIVE YEARS

Pegasus Engineering, LLC has never been involved in any litigation or proceeding whereby a court or an administrative agency has ruled against our firm in any matter related to the professional services performed by our firm.

CLASS ACTIONS WITHIN THE FIRM

Pegasus Engineering, LLC has never been involved in any class actions where our firm has been named, nor has been involved in any industry investigations by Attorneys General, or class actions involving individual cases of any type.

PROFESSIONAL DEBARMENT DURING THE PAST FIVE YEARS AGAINST THE FIRM

Pegasus Engineering, LLC has never faced any debarment or proceedings against our firm in any matter related to the professional services performed by our firm.

PROFESSIONAL DEBARMENT DURING THE PAST FIVE YEARS AGAINST THE FIRM BY THE CITY OR OTHER PUBLIC ENTITY

Pegasus Engineering, LLC has never faced any debarment against our firm by the City of Port Orange or any other public entity.

EARLY TERMINATION OF A GOVERNMENT CONTRACT WITH THE FIRM

Pegasus Engineering, LLC has never had a contract awarded by another government agency terminated for default or convenience. No officer, partner, or employee of Pegasus Engineering, LLC has failed to complete a project or satisfy all contract requirements.

NEW CLAIMS FILED AGAINST THE FIRM

Pegasus Engineering, LLC acknowledges that it has a continuing duty to inform the City of Port Orange of any new claim(s) filed against the firm.



Tab F

References



FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: City of New Smyrna Beach
Contact Person: Kyle Fegley, P.E., City Engineer
City, State: New Smyrna Beach, Florida
Telephone Number: 386-410-2811 or 386-547-1159 (cell)
Email Address: kfegley@cityofnsb.com
Description of goods/services provided: HMGP – Elevation of 9 homes & Demolition Reconstruction of 15 homes
Contract Amount: \$6,126,984
Start/End Date of Contract: On-going
2. Company Name: Santa Rosa County
Contact Person: Lani Burritt, M.S.A., Grants & Special Programs Director
City, State: Milton, Florida
Telephone Number: 850-981-2016
Email Address: lanib@santarosa.fl.gov
Description of goods/services provided: HMGP – Metron Estates Drainage Improvements
Contract Amount: \$5,402,588
Start/End Date of Contract: On-going
3. Company Name: City of Bonita Springs
Contact Person: Elly Soto McKuen
City, State: Bonita Springs, Florida
Telephone Number: 239-980-2138
Email Address: elly.mckuen@cityofbonitasprings.org
Description of goods/services provided: HMGP – Spring Creek Golf Course Drainage Improvements
Contract Amount: \$21,140,000 (construction cost)
Start/End Date of Contract: On-going

This document must be completed and returned with your Submittal.

REFERENCES

For confirmation of our previous experience with Federal and State grant management, refer to the following 3 municipal references for whom Pegasus Engineering is currently performing or has completed performing grant management services.

CLIENT: City of New Smyrna Beach
Contract: 07/2018 to Present

Kyle Fegley, P.E.
City Engineer
210 Sams Avenue
New Smyrna Beach, Florida 32168
386-410-2811

- Central Beach Drainage Improvements – Engineering Design, FMA and HMGP Grant Applications
- Elevation of 6 Flood-Prone Homes – HMGP Grant Application and Grant Management Services
- Elevation of 3 Flood-Prone Homes – HMGP Grant Application and Grant Management Services
- Demolition and Reconstruction of 15 Flood-Prone Homes – HMGP Grant Application and Grant Management Services

CLIENT: Santa Rosa County, Florida
Contract: 03/2010 to Present

Lani Burritt
Grants and Special Projects Director
6495 Caroline Street, Suite G
Milton, Florida 32570
850-981-2016

- Seven drainage improvements projects – HMGP Grant Administration Services under Phase II
- Settlers Colony Drainage Improvements – HMGP Grant Application and Administration Services under Phases I and II
- Ranchettes Subdivision Drainage Improvements – HMGP Grant Application and Administration Services under Phase I
- Venetian Way and Coronado Drive Drainage Improvements – HMGP Grant Application and Administration Services under Phases I and II
- Patterson Lane and Pace Lane Drainage Improvements - HMGP Grant Application and Administration Services under Phases I and II
- Maranatha Way and Chipper Lane Drainage Improvements - HMGP Grant Application and Administration Services under Phases I and II
- 2011 Aurora Drive - Acquisition and Demolition Project HMGP Grant Application

Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

- Settlers Colony Expansion Drainage Improvements - HMGP Grant Application and Administration Services under Phases I and II
- Elevation of 2 Severe Repetitive Loss Homes within Special Flood Hazard Areas – FMA Grant Application
- Elevation of 2 Repetitive Loss Homes within Special Flood Hazard Areas – FMA Grant Application
- Elevation of Repetitive Loss Homes outside Special Flood Hazard Areas – FMA Grant Application
- Acquisition and Demolition of 3 Repetitive Loss Homes not located within Special Flood Hazard Areas – FMA Grant Application
- Metron Estates Drainage Improvements – Engineering Design and HMGP Grant Application
- Ranchettes Subdivision Drainage Improvements – HMGP Grant Application and upcoming Administration Services under Phase II
- Ashmore Drainage Basin Stormwater Improvements – HMGP Grant Application Development and upcoming Administration Services under Phase I

CLIENT: City of Bonita Springs
Contract: 10/2020 to Present

Elly Soto McKuen
Sr. Project Manager
9101 Bonita Beach Road
Bonita Springs, Florida 34135
239-980-2138

- Quinn Downs Voluntary Home Buyout Program – CDBG-DR Grant Management Services
- Quinn Downs Infrastructure Program – CDBG-DR Grant Management Services
- Logan Boulevard Drainage Improvements – HMGP Grant Management Services
- Citrus Park Drainage Improvements – HMGP Grant Management Services
- Spring Creek Bonita Springs Golf Course – HMGP Grant Management Services
- Felts Avenue Bio-Reactor Phase II – FDEP Grant Support Services
- Pine Lake Preserve Re-Hydration – FDEP Grant Support Services
- Quinn Downs Acquisition and Demolition Project – HMGP Grant Application Support Services
- Terry Street Stormwater Improvements and Multi-Use Pathway – CDBG-MIT Grant Support Services



City of New Smyrna Beach

March 24, 2022

To Whom It May Concern:

The City of New Smyrna Beach (City) has developed a professional relationship with Pegasus Engineering (Pegasus) based on years of ongoing trust and commitment and are confident their firm will provide capable and cost-efficient services in the best interest of the City. As an example, we have worked with their Senior Project Manager, David Hamstra, P.E., and his team members have provided planning, design and permitting services for Phase III of our \$9 million Central Beach Flood Mitigation Project. This project is touted as one of the largest and complex capital improvement endeavors the City has ever undertaken and involved an array of ongoing communication with franchise utility companies, community meetings, on-site field visits, complex flood modeling, and numerous meetings with the St. Johns River Water Management District to bring into compliance an existing urban residential district that likely didn't meet all the guidelines typically specified for new developments. Pegasus was also instrumental with providing technical assistance needed to obtain a 75% grant via Department of Emergency Management, thereby making the project monetarily feasible.

Furthermore, Pegasus provided extensive utility coordination and services with the Utilities Commission including design and permitting for approximately \$3 million of water main and sanitary sewer improvements to be implemented simultaneously with the extensive drainage improvements. Pegasus staff has also been very effective (i.e., informative & courteous) in assisting the City, with our Public Information Program on this project, as community involvement not only provided input on existing drainage issues, but brought confidence to the Community members we listened and took into consideration their concerns.

Pegasus has also successfully secured and is effectively managing \$6.8 million from FEMA's Hazard Mitigation Grant Program for the elevation of 13 flood-prone homes and the demolition reconstruction of 17 homes located within the Central Beach and Islesboro communities. These projects will remove affected properties from harm's way as their finish floor elevations will be well above FEMA's established base flood elevations.

The aforementioned projects are just a few of an array of successful studies, design and capital improvements that the City has teamed up with Pegasus and continue to use their services to address the needs of our community.

The City has been very pleased with the thorough and responsive services provided by Pegasus and Mr. Hamstra's leadership, and without hesitation recommend them to you to provide professional services reflective of our project or other areas of expertise within the firm's capacity.

Should you care to further discuss the City's relationship with Pegasus Engineering, please do not hesitate to contact me at (386) 410-2811 or email me at kfegley@cityofnsb.com.

Respectfully,

Kyle Fegley

Digitally signed by Kyle Fegley
DN: cn=US,
e=kfegley@cityofnsb.com, o=City
of New Smyrna Beach, ou=City
Engineer, cn=Kyle Fegley
Date: 2022.03.24 13:55:15-0400

Kyle Fegley, P.E.
City Engineer

210 Sams Avenue, New Smyrna Beach, FL 32168
Phone: (386) 410-2811 Fax: (386) 410-2804
www.cityofnsb.com



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Administrative Offices | 6495 Caroline Street, Suite M | Milton, Florida 32570-4592

SAM PARKER, District 1
ROBERT A. "BOB" COLE, District 2
JAMES CALKINS, District 3
DAVE PIECH, District 4
COLTEN WRIGHT, District 5

DEVANN COOK, County Administrator
BRAD BAKER, Asst. County Administrator
THOMAS V. DANNHEISSER, County Attorney

March 23, 2022

To Whom It May Concern:

The Grants & Special Programs Department has had the honor of working with Pegasus Engineering, LLC over the last decade. Pegasus has primarily provided services related to applying for and administering funding under the Federal Hazard Mitigation Grant Program. More recently, Pegasus has provided stormwater engineering and project management services for subdivision-wide drainage retrofit projects.

Pegasus was selected due to their extensive knowledge and experience in both hazard mitigation funding and stormwater engineering. Since 2010, Pegasus has been instrumental in helping Santa Rosa County administer over \$20 million in Federal Hazard Mitigation funding, and their services were vital in securing nearly \$14 million of these Federal funds. In fact, the State of Florida often commends the quality of grant applications and grant management packages they assemble on our behalf.

Pegasus Engineering cares deeply about the work they provide, and they care about the people impacted by their projects. Accordingly, Santa Rosa County has a wonderful working relationship with this firm. They have always proven to be thorough in every task, whether small or large. I have primarily worked with Professional Engineers David Hamstra and Leylah Saavedra, but all Pegasus staff with whom I have interacted consistently provide the utmost professionalism and attentiveness.

Without hesitation, I highly recommend Pegasus Engineering, LLC to other organizations who are seeking stormwater engineering or grant management services.

Sincerely,

Lani A Birchett
Grants and Special Programs Director
850.981.2016



March 24, 2022

9101 Bonita Beach Road
Bonita Springs, FL 34135
Tel: (239) 949-6262
Fax: (239) 949-6239
www.cityofbonitasprings.org

Rick Steinmeyer
Mayor

Amy Quaremba
Council Member
District One

Jesse Purdon
Council Member
District Two

Laura Carr
Council Member
District Three

Chris Corrie
Council Member
District Four

Michael Gibson
Council Member
District Five

Fred Forbes, AIA
Council Member
District Six

Arleen M. Hunter
City Manager
(239) 949-6267

Derek P. Rooney
City Attorney
(239) 949-6254

City Clerk
(239) 949-6248

Public Works
(239) 949-6246

Neighborhood Services
(239) 949-6257

Parks & Recreation
(239) 992-2556

Community Development
(239) 444-6150

RE: Pegasus Engineering, Inc. Letter of Recommendation – Grant Management Services

To Whom It May Concern:

I am happy to provide a recommendation letter for Grant Management Services.

Staff from Pegasus Engineering have been providing the City of Bonita Springs with Grant Management Services for the past two years which has translated into eight high profile flood mitigation and water quality assignments to date. Services performed as part of this contract have included tasks associated with grants sponsored by the Federal Emergency Management Agency (FEMA), HUD's Community Development Block Grant (CDBG) Disaster Recovery (DR) and Mitigation (MIT) Programs, and the Florida Department of Environmental Protection (FDEP). Pegasus Engineering has been instrumental in managing over \$19 million in grant funding for the benefit of the City of Bonita Springs.

The entire staff at Pegasus Engineering is extremely knowledgeable on current mitigation issues and grant management practices. They are highly knowledgeable at every level of stormwater planning and design and have provided the City valuable support beyond the realms of grant management for the benefit of the City projects.

You will not find a better qualified or more dedicated firm capable of providing the high level of Grant Management Services that the City of Bonita Springs has received from Pegasus Engineering. Pegasus Engineering sets the benchmark for service orientated grant management consultants, and their hard work and dedication to a job well done cannot be overstated.

If I can provide additional information related to Pegasus Engineering's performance for the City of Bonita Springs, please do not hesitate to contact me via telephone at 239- 949-6262 or you may contact me via email at Elly.McKuen@cityofbonitasprings.org.

Sincerely,

Elly Soto McKuen
Senior Project Manager

Prepared by:



301 West State Road 434, Suite 309
Winter Springs, Florida 32708
Phone: 407-992-9160 / Fax: 407-358-5155
www.pegasusengineering.net

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENT OF QUALIFICATIONS

Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

RFSQ #23-11



City of Port Orange Purchasing Division

Prepared by: Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager
Release Date: April 10, 2023

Due Date & Time: April 25, 2023 at 2:30 P.M.



Legal Notice to Respondents

RFSQ #23-11

Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

Notice is hereby given that the City of Port Orange is seeking Statements of Qualifications for RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects. Submissions of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 2:30 P.M. on April 25, 2023 which may be amended by addendum issued by the City. All untimely statements will not be considered and will be returned to the Respondent unopened. All statements will be evaluated to ensure they contain all required forms in order to deem the Respondent responsive or non-responsive. Statements will be opened and read aloud April 25, 2023 at 2:30 P.M. in Council Chambers.

This project may receive financial assistance from FEMA via the Hazard Mitigation Grant Program or Flood Mitigation Assistance Program. Proposers are highly encouraged to review the federal laws and regulations related to FEMA programs.

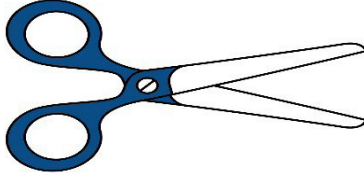
DESCRIPTION: The City of Port Orange is requesting Qualification Statements from professional engineering firms for Grant Management Services for HMGP/FMA Stormwater & Drainage Improvements Projects.

All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in this RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-278, and all statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing webpage at www.port-orange.org/bids.aspx and DemandsStar at www.demandstar.com. All questions shall be directed in writing to Jill Poolman, Purchasing Manager, at jpoolman@port-orange.org and purchdiv@port-orange.org and reference "Questions on RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects" in the subject line. Last day for questions will be April 17, 2023 at 5:00 P.M.

[Remainder of this page left intentionally blank]

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



SEALED STATEMENT OF QUALIFICATIONS – DO NOT OPEN

SEALED STATEMENT NO.	RFSQ #23-11
STATEMENT TITLE:	Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects
DUE DATE AND TIME:	April 25, 2023 AT 2:30 P.M.
SUBMITTED BY:	_____
	(Name of Company)
ADDRESS:	_____

DELIVER TO:	CITY OF PORT ORANGE CITY CLERK’S OFFICE ATTN: JILL POOLMAN PURCHASING DIVISION 1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129
DATE/TIME RECEIVED:	_____
	(To be stamped by Clerk’s Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications from qualified individuals and/or firms that are interested in providing the City of Port Orange Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects.

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

The awarded firms will be required to comply with the federal laws and regulations for FEMA-related programs and, therefore, Proposers should review the federal laws and regulations related to FEMA programs referenced and contained herein.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO RESPONDENTS

Firms or companies (Respondents) desiring to provide services, as described herein shall submit sealed Statements of Qualifications, including one (1) original, three (3) identical copies and one (1) digital (USB flash drive) version in pdf format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of Distribution	April 10, 2023
Deadline for Questions	April 17, 2023 by 5:00 PM
Final Addendum Posting (if needed)	April 21, 2023 by 5:00 PM
Statements Due	April 25, 2023 by 2:30 PM
Evaluation Period	To Be Determined
Public Scoring Meeting	To Be Determined
City Council Meeting for Approval of Recommendation of Award	To Be Determined

Statements must be delivered in a sealed envelope/package to:

**City of Port Orange City Clerk's Office
Attn: Jill Poolman, Purchasing Manager
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129**

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

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

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

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

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

Offers by telephone, fax or email will not be accepted.

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

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

QUESTIONS REGARDING THIS RFSQ

All questions shall reference "RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects" in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date & time referenced in the Timeline above to:

Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
jpoolman@port-orange.org and
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS

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

It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a Statement and acknowledge such by completing Form 9.3 Addendum and Change Order Procedure Acknowledgement Form. Written responses to questions posed prior to the question deadline, in the form of an addendum, will be provided via the City website: www.port-orange.org/proposals.aspx and Demand Star website: www.demandstar.com.

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

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

CLARIFICATIONS

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

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

MINIMUM QUALIFICATIONS

Respondents shall be licensed to do business in the State of Florida. The City of Port Orange will verify Sunbiz report showing the Respondent's license registered as "Active". (The responding firm's registered name in Sunbiz must match exactly to the name on all documents related to this RFSQ.) Respondents must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies. Respondents must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided Form 9.8 Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criterion shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

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

Statements for this project. Any Respondent contacting individuals mentioned herein are in violation of this warning and may automatically be disqualified from further consideration for this RFSQ.

STATEMENT FORMS

Statement Forms are to be completed as directed and without modification and returned as part of the RFSQ submittal prior to the RFSQ deadline for submission. Failure to fill out the Statement Forms as directed and without modification may negatively affect the evaluation of your Statement and may result in rejection of your Statement.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the RFSQ requirements, the Respondent must indicate those exceptions as stated on the Respondent's Acknowledgement Form (9.2).

STATEMENT SUBMISSION AND WITHDRAWAL

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

CORRECTION OF STATEMENTS

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

WITHDRAWAL OF STATEMENTS

Statements shall NOT be withdrawn for a period of one-hundred twenty (120) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Respondent preparing the Statement confers no right of withdrawal or modification after the Statement has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF STATEMENTS

Statements will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. The Purchasing Division will not be responsible for the premature opening of a statement not properly addressed and identified.

LITIGATION HISTORY

The City will consider a Respondent's litigation history information in its review and determination of responsibility. All Respondents are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's litigation history is an issue of responsibility, the failure to provide litigation history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent, or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to this solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

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

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

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

The purpose of this RFSQ is to establish a master agreement for Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA").

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the awarded engineering firm authorized representative. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

DESCRIPTION OF WORK

The City of Port Orange is seeking a professional firm that has extensive knowledge with FEMA Flood Mitigation Assistance (FMA) and Hazard Mitigation Grant Program (HMGP) programs specific to structure elevation, demolition/reconstruction, acquisition, and stormwater and drainage improvement projects. Experience should include working knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and the related statutory authority, the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community. The City seeks extensive knowledge in community engagement, drainage and stormwater projects in residential neighborhoods.

BACKGROUND

The City of Port Orange will be applying for multiple FEMA grants. Projects include community wide drainage improvements, stormwater improvements, residential elevation and residential acquisition and demolition. Due to the highly complex nature of mitigation grants, there is an identified need to obtain professional services for grant management.

SECTION 4 – STANDARD PURCHASING DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda

2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder/Proposer/Respondent** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer/Respondent may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Respondents in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **DemandStar** is the official online repository for all City competitive solicitations.
18. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
19. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
20. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of statements of qualifications as part of a Request for Submission of Qualifications (RFSQ).
21. **Evaluator** is a member of the evaluation committee/team.
22. **Goods** are supplies, materials, or equipment.
23. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
24. **Issues** means points, matters, or concerns to be addressed during negotiations.
25. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
26. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations.
27. **Negotiator** is a member of the negotiation team.
28. **Offer** means a complete signed Statement submitted to the City in response to a Solicitation.
29. **Outlier** is a bid, offer, or statement which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
30. **Pre-Statement Conference** means a meeting conducted by the Purchasing Office, held in order to allow Respondents to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.

31. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
32. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
33. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
34. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
35. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
36. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective Respondents requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
37. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
38. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a response, depending on the type of competitive solicitation being issued.
39. **Responsible (Respondent)** is a Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
40. **Responsive (Respondent)** is a Respondent that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
41. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
42. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Respondent must execute in terms of delivering specific commodities or in performance of contractual services.
43. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
44. **Solicitation** means a formal request, as applicable, for prospective Respondents to submit statements to a Request for Qualifications.
45. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida Statutes.
46. **Stakeholder** means an individual, who is not likely to become a Respondent, who has an interest in the commodities/contractual services needed.
47. **Subcontractor** means a person, firm or entity providing goods or services to a Respondent to be used in the performance of the Respondent's obligations under the Contract.
48. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing

the nature of the change. Respondents should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the statement. It is the responsibility of the Respondent to ensure all addenda have been received prior to submitting a statement. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Statement Due Date. Respondents should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

2. ANTI-COLLUSION STATEMENT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENT

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

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

A Florida corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its statement that the Respondent is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the statement from the successful Respondent, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its statement that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its statement a Statement of Authority indicating that the individual submitting the joint venture's statement has the legal authority to bind the joint venture. If not with its statement, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. AWARD AND EXECUTION OF CONTRACT

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

7. AWARDS

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for

unilateral cancellation of the contract, statement, or quote for purchase of services and goods by the City of Port Orange.

8. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful Respondents are entitled to the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid.

9. CERTIFICATE OF INSURANCE

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

10. CHANGE ORDER REQUEST NOTIFICATION

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

11. CHANGE ORDERS

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

12. CLEAN UP

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

13. CONDUCT OF RESPONDENTS

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

14. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this

time Respondents, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Respondent who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

15. CONFLICT OF INSTRUCTIONS

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

16. CONFLICT OF INTEREST

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

17. CONTRACT

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

18. CONTRACT OBLIGATION

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

19. CONTRACT RENEWALS

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

20. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

21. COPYRIGHT AND PATENT RIGHTS

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

22. COST INCURRED BY RESPONDENT

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

23. DEBARMENT HISTORY

The City will consider a Respondent's debarment history information in its review and determination of responsibility. All Respondents are required to disclose to the City all cases of debarment filed, pending or resolved by the City or other public entity during the last five (5) years prior to the solicitation statement due date, whether such actions were brought by or against the Respondent, any parent or subsidiary of the Respondent or any predecessor organization. If the Respondent is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Respondent's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.11 as required in the RFP may result in a recommendation of non-responsive by the Purchasing Manager.

24. DEFAULT PROVISIONS

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

25. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Respondents must disclose with their Statement the name of any officer, director or agent who is also an employee of the City. Further, all Respondents must disclose the name of any employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. The Respondent shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Respondent. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

26. E-VERIFY

Respondents shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Respondents shall complete Form 9.10 E-Verify Affidavit and include it in the returned Statement package. Failure to include the affidavit may result in rejection of the Statement.

27. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Respondent must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Respondent that are required to be signed by the City. If exceptions are not stated by the Respondent, in his/her statement, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Respondent on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the statement. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

28. FACILITIES

The City reserves the right to inspect Respondent's facilities at any time.

29. FAILURE TO RESPOND

If the Respondent elects not to submit a statement, please return the enclosed "Respondent's Acknowledgement Form" by the statement due date and state the reason(s) for not proposing. Failure to respond, either by submitting a statement, or by submitting a "Statement of No Statement", three (3) times, shall result in the Respondent's name being removed from the City's mailing list.

30. FINANCIAL STABILITY

Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

31. FORCE MAJEURE

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

32. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

33. GOVERNING LAW

Respondents shall comply with all applicable federal, state and local laws and regulations. All Statements are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

34. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Respondent/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

35. HIPAA COMPLIANCE

The Respondent agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Respondent uses, discloses or has access to protected health information as defined by HIPAA.

36. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

37. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Respondent as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind the City. The Respondent represents itself to be an independent Contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost

(including attorney's fees); and damage of any kind related to such matters. The Respondent shall further understand that the City cannot save and hold harmless and or indemnify the Respondent and/or the Respondent's employees against any liability incurred or arising as a result of any activity of the Respondent or any activity of the Respondent's employees performed in connection with the Contract.

38. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Respondent cannot furnish a sample of a Statement item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Statement as inadequate and non-responsive.

39. INSURANCE

If required upon execution of a contract, the Respondent shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

40. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Respondent to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

41. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non- contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

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

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Standard Insurance Requirements			
Required	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	<u>Contract Amount</u> <u>Limits</u> Up to \$10 million Statutory/\$500,000 \$10- \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City	- If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. - If vessels involved, Jones Act coverage with limits of \$500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage: \$1,000,000 each occurrence \$1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> Buildings – completed value of contract “All Risk” coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on “All Risk” form, including transit and Owner shall be named.
☐	Installation Floater (IT)	<u>Limits:</u> Coverage – To Be Determined	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Professional Liability/Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – To Be Determined	
☐	Payment and Performance Bond required	<u>Limits:</u> Coverage – equal to amount of contract	
☐	City Manager waives Payment and Performance Bond for work under \$100,000		
☐	Unless otherwise required by law, City Manager waives insurance for FOB goods.		

42. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Respondent offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Respondents should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

43. IRREVOCABILITY OF STATEMENTS

Each Respondent agrees that Statements shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Respondent.

44. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Each Respondent agrees that Statements shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Respondent.

45. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all Statements received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a statement to a Solicitation hereto and the City by and through its officers, employees and authorized representatives or any other person, natural or otherwise; and lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Respondent shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

46. LICENSES, PERMITS AND TAXES

The Respondent shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida and the United States Government now in force or hereafter to be adopted. The Respondent shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

47. LITERATURE (if applicable)

If no brand, model or make is specified, Respondents shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material and/or services he/she proposes to furnish.

48. STATEMENT RETURNS

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

49. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services or the subcontracting of work in performance of this contract.

50. NON-EXCLUSIVITY OF CONTRACT

The selected Respondent understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

51. NON-PERFORMANCE

Failure to meet the expected quality of workmanship, schedule or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

52. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

53. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

54. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Statements; re-advertise the Solicitation for new Statements; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Statements received as a result of the Solicitation, or to accept that Statement which best serves the interest of the City.

55. PRE-STATEMENT CONFERENCE

The Purchasing Manager shall determine if a pre-statement conference is required and details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-statement conference is not mandatory. The representative of each Respondent shall be an authorized employee of the Respondent and shall sign in accordingly.

56. STATEMENT EVALUATION

Respondents who wish to receive a copy of the statement evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

57. STATEMENT RETURNS

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

58. PROPRIETARY INFORMATION

Upon receipt by the City, statements to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your statement is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution. Respondent must complete Form 9.12 Non-Disclosure Agreement for confidential materials.

59. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Respondent during the term of contract, and the Respondent shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

60. PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest

shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy the City has established is as follows:

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

61. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Respondent list.

62. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements on retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 506-5504, rflenwick@port-orange.org; CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129.

63. PUBLIC RECORDS/PUBLIC MEETING EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Respondent to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Respondents will not be able to procure a copy of their competitor's proposals until an intended decision is reached, or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Respondent, or where a Respondent answers questions. In other words, neither Respondents, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Respondents, but the new law limits public attendance to portions of such meetings.

64. QUESTIONS/INTERPRETATIONS

Questions regarding interpretation of Statements, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

65. RECORDS/AUDIT

The Respondent shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

66. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection for award, Respondents may be required to submit additional information which the City may deem necessary to further evaluate the Respondent's qualifications to perform under the terms of the Solicitation and subsequent Contract.

67. REVIEW OF STATEMENTS SUBMISSIONS

Each Statement will be reviewed to determine if the Statement is responsive to the submission requirements outlined in the Solicitation. A responsive Statement is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Statement non-responsive.

68. RIGHT OF NEGOTIATION RFP

The City reserves the right to negotiate with the selected Respondent the exact terms and conditions of the Contract.

69. RIGHT OF WITHDRAWAL

A bid, proposal, statement or reply may not be withdrawn before the expiration of ninety (90) days from the Statement due date.

70. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All statements, inquiries or correspondence relating to or in reference to a Solicitation, and all reports, charts and other documentation submitted by Respondents shall become the property of the City when received.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Respondents shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

72. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

73. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

74. SIGNATURE REQUIRED

All Statements must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED STATEMENTS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

75. SIGNED REPOSE CONSIDERED AN OFFER

The signed Statement is considered an offer on the part of the Respondent, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Respondent, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Respondent after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

76. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF STATEMENTS

Unless otherwise specified, Respondent shall use the Solicitation forms supplied by the Purchasing Division. Statements shall be typewritten or handwritten in ink and shall bear the original signature of the Respondent's authorized representative. Statements containing erasures or corrections must be initialed by the Respondent in ink. Statements shall be submitted by mail or hand delivery only. No Statement will be accepted by facsimile transmission, email or other electronic delivery. Statements submitted by mail shall be addressed to: Jill Poolman, Purchasing Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Statements will be accepted until 2:30 P.M. on the date indicated in the Solicitation documents or an addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms, and will be evaluated and deemed responsive or non-responsive. Statements (Envelope/Package) shall contain one (1) original, three (3) copies of the original and one (1) digital (flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, statement number, name and address of the Respondent.

77. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Respondent shall have met the license, certification and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Respondent shall provide follow-up evidence that the Respondent maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Respondent/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or

any other agency of authority should be provided with your statement to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

78. SUBCONTRACTING

The Respondent will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

79. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

80. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Respondent breaches any of the terms therein, including warranties of the Respondent or if the Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Respondent with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Respondent.

81. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Respondent notice thirty (30) days prior to the date of cancellation of the contract. The Respondent shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

82. USE OF SOLICITATION FORMS

The Respondent shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Statement. If additional space for a statement is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the statement is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Statement. The original Statement, and each copy submitted shall contain an original signature on the Respondent's Acknowledgement Form contained in each Solicitation.

83. VARIANCES

For purposes of Statement evaluation, Respondents must indicate any variances, no matter how slight, contained in the Statement. No variations or exceptions by a Respondent will be considered or deemed a part of the Statement submitted unless such variances or exceptions are listed in the Statement and referenced in the space provided on the Statement pages. If variances are not stated or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Statement, the City does not necessarily accept any variances contained in the Statement. All variances submitted are subject to review and approval by the City. If any Statement contains material variances that, in the City's sole opinion, make that Statement conditional in nature, the City reserves the right to reject the Statement or part of the Statement that is declared, by the City, as conditional.

84. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Statements received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Statements will be considered. However, the City reserves the right to waive formalities or informalities in Statements, to reject, with or without cause, any or all Statements or portions of Statements, or to interview or not interview individual Respondents and to accept any

Statements or portions of Statements deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Statements of Qualifications offered in this RFSQ must remain firm for a period of one-hundred-twenty (120) days from the RFSQ opening date.

AWARD

The City intends to award services to one (1) firm deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by or within the City of Port Orange. Firms should demonstrate their knowledge of grant management of similar capacity within their qualifications.

CONTRACT TERM

Contract term will be five (5) years with the option to renew for one (1) five-year renewal term. Work under these contracts will be subject to the satisfactory negotiation of individual task orders issued on an as- needed basis.

COMPETITIVE NEGOTIATIONS

Approval of the recommendation to award by the City of Port Orange will constitute authorization to negotiate with the top-ranked firms. The statement package, signed by the successful respondent, along with documentation included in the statement as required by this RFSQ and other additional materials submitted by the respondent, and accepted by the City, shall be the basis for negotiation of a contract. The City shall negotiate a contract with the top ranked firms at compensation which the City determines is fair, competitive, and reasonable. The firms receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the City will negotiate fee schedules with the goal of establishing standardized rates.

ELIGIBILITY OF RESPONDENT

1. To be eligible to respond to this RFSQ, the respondent's firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal and have prior experience working with the services described in this RFSQ. Please provide eligibility experience with your submittal.
2. Respondents shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your firm registered as "Active". A copy of all required licenses must be provided with submission. During the course of the contract term, if any changes occur in awardee's licensure, the firm must notify the City of Port Orange.

ADDITIONAL INSURANCE REQUIREMENTS

In addition to the insurance requirements outlined in Section 5 of this RFSQ, the awarded firm will be required to provide Professional Liability/Errors & Omissions insurance in the minimum amount of one million dollars (\$1,000,000.00).

LICENSES AND PERMITS

Contractor is responsible for all applicable local and state licenses, permits and fees.

NOTICE

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

COMPLIANCE WITH FEDERAL STANDARDS

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be

required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the

Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the

Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

- (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of

experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient

who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

- (1) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 1. Are *not used* as a substantial or essential component of any system; *and*
 2. Are *not used* as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:
 - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first

produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all the information requested in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written statement in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the respondent's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points may be addressed in "Section 8 – Evaluation of Statements of Qualifications."

In conjunction with other material and information requested in this RFSQ, all respondents shall provide one (1) original, three (3) identical copies and one (1) identical digital version in .pdf format on USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – REQUIRED DOCUMENTS

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your statement, or a reduction in evaluation points. Required forms include:

- Form 9.1 Statement Submittal Checklist
- Form 9.2 Respondent's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Professional References for Previous Experience (Page 1)
- Form 9.8 Authorized Signatures/Negotiators
- Form 9.9 E-VERIFY Affidavit
- Form 9.10 Debarment, Suspension, and Other Responsibility Matters
- Form 9.11 Non-Disclosure of Confidential Materials
- Exhibit A – List of Confidential Materials (if applicable)
- Form 9.12 No Submittal Response Form

TAB B - COMPANY PROFILE – HISTORY AND QUALIFICATIONS (20 Evaluation Points)

- Provide a brief narrative, not exceeding two (2) pages of the corporate history of the firm. The narrative shall include the location of the Home or Corporate Office for the Firm and the location of the Office(s) that will be directly working on projects for the City.
- Demonstrate respondent's ability, capability and skill to perform the services as described in this RFSQ, not exceeding ten (10) pages total.
 - This section should include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which

describe the firm's qualifications, work philosophy, as well as the projected commitment of resources to be used in completion of projects for the City.

- What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
- Include a list, table or graphic along with a short narrative explanation depicting services, disciplines or practice areas in which the firm has exceptional expertise.
- Projects and Experience – Demonstrate experience to perform professional continuous service projects or services and provide examples of past performance delivering quality projects or service with innovative or cost saving solutions.
- Explain in concept how your firm delivers projects on time and within budget.

TAB C - QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION AND TRAINING (25 Evaluation Points)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - Names;
 - Titles;
 - Organization structure for the proposed project team;
 - Clearly identify the proposed role and responsibility in the project team for each member.
- For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions should include at a minimum:
 - The professional qualifications and experience for each person;
 - A summary of experience on projects like those described in this RFSQ;
 - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).
- Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".
- Provide a copy of any and all professional licenses and certifications as required to perform the services described herein.

TAB D – APPROACH TO PROJECT/UNDERSTANDING (25 Evaluation Points)

Demonstrate your firm's approach and understanding of FEMA Hazard Mitigation Grant Programs (HMGP), Flood Mitigation Assistant (FMA) Programs, the Robert T. Stafford Disaster Relief and Emergency Assistance Act and related statutory authority; the ability to perform FEMA Benefit Cost Analysis calculations and familiarity with the City of Port Orange landscape including the unique needs of the community.

Identify the firm's prior work with HMGP and FMA projects, especially SRC projects. List each project separately to include jurisdiction name, project name and type. The selected firm will also be required to engage with members of the community related to mitigation projects.

TAB E - FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (20 Evaluation Points)

- All Respondents shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".
- This tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- Include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This tab shall include any debarment actions against your company by the City or other public entity.

- Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB F – REFERENCES (10 Evaluation Points)

- Using p.1 of Form 9.8 Professional References for Previous Experience, provide a minimum of three (3) Client References (DO NOT INCLUDE THE CITY OF PORT ORANGE AS A REFERENCE) within the last five (5) years for the services described in Scope of Services of this RFSQ for which the firm performs.
- All reference contact information MUST be verified as current by the respondent prior to submittal. **If references cannot be verified using the provided contact information, respondent's points for this criterion will be adversely affected.**
- Below is a sample of the verification questions that may be used:
 1. What type of services did the Firm do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Firm keep you apprised on any issues with the project? How well did the Firm communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?
 6. Did they provide adequate staff to take care of the needs of your company/agency?
 7. Did the Firm manage sub-consultants and/or sub-contractors?
 8. How was your experience in working with this Firm? What frustrations, if any, did you have along the way?
 9. What is your level of confidence in using this Firm in the future? Do you feel the Firm will meet your needs in the next 3-5 years?
 10. Overall, would you recommend this Firm?

The information provided under this tab must be current and the City must be able to contact each reference for verification as part of the evaluation process.

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA

Firms submitting the required criteria will have their Statements of Qualifications evaluated and scored for quality of statement, qualification and experience, engagement approach and financial stability. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted bases on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

Evaluation Criteria for Written Statements of Qualifications

TAB B - Company Profile – History and Qualifications:

**Category Score
(Max 20 points)**

- 1) *Company History – Size, Location(s) and Primary area of Professional Focus.....(10 points)*
- 2) *Qualifications – Demonstration of firm's ability, capability and skill.....(10 points)*

TAB C - Qualifications, Professional License, Certifications of the Firm's Key Personnel:

(Max 25 points)

- *Qualifications, accomplishments and year of experience of firm's key personnel presented by resumes, education and training certifications.*

TAB D – Approach to Project/Understanding:

(Max 25 points)

- *The firm's project approach and demonstrated understanding of FEMA HMGP, FMA programs, Robert T. Stafford Disaster Relief and Emergency Assistance Act, FEMA Benefit Cost Analysis calculations and the City of Port Orange landscape and community needs.*

TAB E – Financial Stability/Litigation and Debarment History:

(Max 20 points)

- 1) *Sufficiency of the Financial Resources and Ability of the firm to perform.....(10 points)*
 - *10 points – current ratio is strong*

- 6-9 points – current ratio is moderate
- 3-5 points – current ratio is a slight risk
- 0-2 points – current ratio is risky

2) *Litigation and Debarment History*.....(10 points)

- 10 points – No Litigation nor Debarment history in last 5 years
- 6-9 points – Litigation and/or Debarment history in last 5 years, no actions taken against firm
- 3-5 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current active Litigation and/or Debarment history actions
- 0-2 points – Current active Litigation and/or Debarment action in current year

TAB F – References

(Max 10 points)

Three verifiable client references your firm has provided similar services to in the last 5 years.

Total Maximum Points (100 points)

EVALUATION PROCEDURE

The Evaluation Committee will be comprised of City staff who will evaluate, and rank statements based on a total score point formula. All interested professionals are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions must only be addressed to the Purchasing Division and any attempts to lobby or persuade through any other channels may result in disqualification.

It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services.
2. The ability, capability and skill of the respondent to perform the contract, including the range of services offered.
3. Whether the respondent can perform the contract with current resources.
4. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
5. Proof of professional licensure provided.
6. The quality of performance of previous contracts.
7. Responsiveness of client references.
8. Such other information as may be secured.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required)

The City may choose to conduct oral interviews with or receive oral presentations from one or more of the respondents. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and respondents will be notified via www.demandstar.com and the City's webpage, <https://www.port-orange.org/bids.aspx>, at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to the respondents with the notifications. Scoring criteria for the presentations will be provided in advance of the scheduled presentations and will be independent of the written statements of qualifications originally submitted.

The City will allot equal time for each respondent divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no respondent will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the presentations to determine a final ranking of the short-listed respondents.

SECTION 9 – REQUIRED FORMS

FORM 9.1 – RESPONDENTS SUBMITTAL CHECKLIST

- ___ Form 9.2 – Respondents Acknowledgement
- ___ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ___ Form 9.4 – Drug Free Preference Statement
- ___ Form 9.5 – Public Entity Crimes Statement
- ___ Form 9.6 – Anti-Collusion Form
- ___ Form 9.7 – Professional References for Previous Experience
- ___ Form 9.8 – Authorized Signatures/Negotiators
- ___ Form 9.9 – E-Verify Affidavit
- ___ Form 9.10 – Debarment, Suspension and Other Responsibility Matters
- ___ Form 9.11 – Non-Disclosure Agreement for Confidential Material
- ___ Exhibit “A” – Description of Confidential Material
- ___ Form 9.12 – No Submittal Request Form
- ___ All current applicable licenses and current Certificate of Good Standing from the State of Florida Department of State
- ___ Submission of one (1) original marked “ORIGINAL”, three (3) copies and one (1) digital (USB flash drive) version in PDF format

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – RESPONDENT’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

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

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

I further certify that this statement is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Respondent interested in said RFSQ; and that the undersigned executed this Respondents’ Acknowledgement with full knowledge and understanding of the matters therein contained and was July authorized to do so.

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

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

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT IS SUBMITTED:

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

Name of Business

Mailing Address

Authorized Signature

City, State & Zip Code

Printed Name and Title

Telephone Number

Federal Identification No.

E-mail Address

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Printed, typed or stamped name, commission and expiration:

Notary Public, State of _____

This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Respondents, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this RFSQ.

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

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

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

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

I acknowledge the above statement regarding Change Orders to be awarded Contract:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2023, by _____ and who:

☐Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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

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

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

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

(Draw a line through paragraph 7 if paragraph 6 above applies)

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THE STATEMENT REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE RESPONDENT AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N.: _____

NO statement may be withdrawn for a period of one hundred twenty (120) days subsequent to the submittal of the statement without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.7 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Respondent proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange)**

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

(Form 9.7 – Professional References for Previous Experience Page 2)

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

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

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

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

This document must be completed and returned with your Submittal

FORM 9.8 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Respondent represents that the following person(s) are authorized to sign and/or negotiate contracts and related documents to which the Respondent will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Signature

Print Name of Authorized Signature

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ I personally know to me; or ☐ has produced _____ as identification.

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

This document to be completed and returned with your Submittal

FORM 9.10 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
 - (b) Have not within a three-year period preceding this statement be convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
 - (d) Have not within a three-year period preceding this statement/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Statement.

Organization Name

Request for Statement of Qualifications Number

Name and Title of Authorized Representative

Signature

Date

This document must be completed and returned with your Submittal

FROM 9.11 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the “City”), and the above-named Respondent (hereinafter the (“Respondent”). The City and the Respondent are collectively referred to as the “Parties” and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City’s interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of “Confidential Material”) constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Respondent to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.

12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

FORM 9.12 – NO SUBMITTAL STATEMENT FORM

If your company will not be submitting a statement to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation:

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no statement”.

- ☐ Specifications “too tight” or geared toward on brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY)

IMPORTANT: This affidavit must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____ County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally know to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

LEASED EMPLOYEE AFFIDAVIT (FOR INFORMATIONAL PURPOSES ONLY)

IMPORTANT: This affidavit must be completed and returned by the Awarded Respondent, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

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

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 [REDACTED], a [REDACTED] corporation with its principal place of business at [REDACTED] ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated [REDACTED], 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 "1."
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 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. Compliance with Other Federal Standards.
 - (a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.
 - (b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.
 - (c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage

determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all

workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under

a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work

actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2

C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

(1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; *and*
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall

describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

6. If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City)
7. 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.

Witnesses:



_____	By: _____
Printed Name: _____	Printed Name: _____
	Title: _____

Printed Name: _____	Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager OR
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide Grant Management Services for FEMA HMGP/FMA Stormwater and Drainage Improvement Projects, and as more specifically described in Intent to RFSQ 23-11 ("RFSQ 23-11"). This Contract together with RFSQ 23-11, Addenda, Exhibit "A" _____, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section _____ Scope of Work, Addenda of RFSQ 23-11 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 23-11 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of XXXX (X) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to XXXX (X) one-year periods.

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

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

Authorization for Services: Contractor shall not deliver services without a written purchase order, and when applicable, a Task Authorization shall be utilized for those optional services as set forth in Exhibit "1," and executed by the City Manager. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for services during the life of this Contract. The City reserves the right to contract with other Parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Assistant City Manager, John McKinney, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

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

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

8. Examination of Records

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

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

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

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

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

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

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

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit (Exhibit "4"). Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

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

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

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

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

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

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

14. Modifications or Changes to this Contract

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

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

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

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

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

16. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

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

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational

qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

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

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

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

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

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

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

28. Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in

whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) **Davis-Bacon Act:** If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH- 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor

responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

“Clean Air Act”

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management

("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment: This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.

- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(I) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(i) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(ii) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

- (1) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; and
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:
 - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph

(v), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained herein above.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

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

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: John McKinney, Assistant City Manager
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5702

Contractor: _____
Attention: _____, _____

() - Telephone
() - Facsimile
@ - E-Mail

Any notice or other communication given under the Contract 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 addresses provided herein. The parties may,

from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

By: _____

Printed Name: _____

_____, _____
If this Contract is signed by an individual not identified as an Officer of the Entity 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 _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

April 19, 2023

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated April 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFSQ DOCUMENT:

On p. 42, TAB D – APPROACH TO PROJECT/UNDERSTANDING in paragraph 2, strike the language '*especially SRC projects*' as this does not apply to the City of Port Orange.

C. QUESTIONS AND ANSWERS:

Question #1

Tab B: Company Profile – History and Qualifications lists page maximums for the first two bullets. Does the City have required page limits for the last two bullets in this section?

Answer #1

No

Question #2

Tab D: Approach to Project/Understanding – Does the City have a required page limit for this section?

Answer #2

No

Question #3

Is there an incumbent currently performing the same, or substantially similar work to the scope of services being solicited in this RFSQ?

Answer #3

No

Question #4

Tab D: Approach to Project/Understanding uses the term "SRC projects". Could the City please clarify what "SRC" stands for in this context?

Answer #4

See Letter B above.

Question #5

In Section 6 – Special Conditions, requirements include that the submitting firm must have been incorporated, organized and/or established for a period of at least three (3) years prior to firm's submittal. Would the City be willing to consider a firm that was established in October, 2020, but meets all other requirements and can full demonstrate its staff have the adequate experience in FEMA HMGP and FMA programs necessary to provide the services requested?

Answer #5

No. The requirements outlined in the RFSQ document remain unchanged.

Jill Poolman, CPPO, CPPB, FCCM/Purchasing Manager

jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects remains unchanged.

END OF ADDENDUM NO. #1



Evaluation Ranking Summary

Date: 4/28/2023

RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects

	Firm Name	Total Score (Maximum 300)	
	Pegasus Engineering, LLC	290	
Comments			
On April 28, 2023 a Statement of Qualifications Evaluation Committee scored the statement received from Pegasus Engineering, LLC for RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects. The committee agreed by consensus to recommend Pegasus Engineering, LLC for award. This firm was chosen based on a combination of overall scores and their ability to best meet the needs of the City.			
"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on May 4, 2023 at 4:00 p.m. E.S.T.			



NOTICE OF INTENT TO AWARD

RFSQ #23-11 GRANT MANAGEMENT SERVICES FOR FEMA HMGP/FMA STORMWATER & DRAINAGE IMPROVEMENT PROJECTS

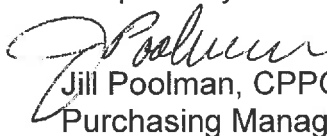
May 1, 2023

On April 25, 2023, the City of Port Orange received one Statement of Qualifications for RFSQ #23-11 Grant Management Services for FEMA HMGP/FMA Stormwater & Drainage Improvement Projects.

After reviewing and scoring the response, City Staff has made a recommendation to award to:

Pegasus Engineering, LLC

Respectfully Submitted,


Jill Poolman, CPPO, CPPB, FCCM
Purchasing Manager

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.” The 72-hour posting requirement will elapse on May 4, 2023 at 4:00 p.m. E.S.T.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/16/2023

SUBJECT: (C9b) Approval of Task Authorization No. 3 to Schenkel & Shultz, Inc. for the Police Department HVAC Assessment

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 3 to Schenkel & Shultz, Inc. for the Police Department HVAC Assessment.

SUMMARY: The Engineering Department is requesting Council to approve Task Authorization No 3 under the Master Contract for Architectural Services (CA7525) as it relates to the Police Department HVAC Assessment Project in the amount of \$51,857.00.

The Police Department HVAC system has required numerous repairs over the last few years in order to keep it operational. The system has reached a point where the minor repairs and fixes are not enough to keep the system running at a reliable level. It has been determined that the best path forward is to have a total system assessment done. The assessment will include on site condition observations, a review of the original design documents, a report outlining the findings and recommendations, and construction documents for the repairs.

On April 21, 2023, Schenkel & Shultz, Inc. provided the City Engineer with fee proposal under the Master Contract for Architectural Services (CA7525).

Schenkel & Shultz, Inc. will provide an assessment of the existing main Police Station HVAC system and will provide recommendations for repair or replacement and construction administration services. The vendor will be utilizing services from TLC Engineering Solutions. TLC Engineering Solutions, Inc. specializes in HVAC systems.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Schenkel & Shultz Inc Task Authorization No 3 - PD HVAC	Schenkel & Shultz Inc Task Authorization No 3 - PD HVAC Assessment.pdf
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2.	Assessment Dept Justification Memo - Schenkel and Shultz TA 3 - PD HVAC Assessment	Dept Justification Memo - Schenkel and Shultz TA 3 - PD HVAC Assessment.docx
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Julia Wiggins	Created/Initiated - 4/25/2023
Richard Colby	Approved - 4/25/2023
Junos Reed	Approved - 4/25/2023
John McKinney	Approved - 4/28/2023
Matthew Jones	Approved - 5/2/2023
Wayne Clark	Approved - 5/5/2023
Tracee Cody	Final Approval - 5/5/2023

TASK AUTHORIZATION NO. 3
Master Contract for Architectural Services dated June 15, 2021
Between the City of Port Orange, Florida and Schenkel & Shultz, 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 **SCHENKEL & SHULTZ, INC.**, a Florida corporation with its principal place of business at 200 East Robinson Street, Suite 300, Orlando, Florida 32801 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural 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 No. 3 shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to **Police Department HVAC Assessment** and as more particularly described in the **Fee Proposal**, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within **three hundred sixty-five (365)** from the date of issuance of a written Notice to Proceed issued by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$51,857.00**. 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.
5. 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 Architect 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.

Witnesses:

SCHENKEL & SHULTZ, INC.

Printed Name: _____ By: _____
Daniel C. Laggan, President

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

TASK AUTHORIZATION NO 3

EXHIBIT "1"

Consisting of 8 Pages

SCHENKEL AND SHULTZ, INC.

POLICE DEPARTMENT HVAC ASSESSMENT

April 21, 2023 (*revised May 1, 2023*)

Junos Reed, P.E.
City Engineer
1000 city Center Cir.
Port Orange, FL 32129

RE: **Main Police Station HVAC Assessment - A/E Fee Proposal under Master Contract CA7525**

Dear Junos,

SCHENKELSHULTZ is pleased to submit a fee proposal for the Professional Services required for the assessment of the existing main Police Station HVAC issues, provide recommendations for addressing HVAC issues, and construction administration services. Our proposal is based upon the discussed scope of work identified in your March 14, 2023 email as well as review of drawings provided. We intend to utilize the services of TLC Engineering located in Melbourne, FL.

Basic Scope of Work

- Evaluation of existing building documentation, MEP only
- Field assessment of existing conditions
- Measured drawings as required to produce solicited bid and permit documents
- Design services to address HVAC issues
- Services as outlined in the TLC proposal (attached)

Deliverables

- 50% Construction Documents
- 100% Construction Documents (to be used for Bid and Permit)
- 1 set of electronic media (PDF) of the above documents
- Prints as necessary to jurisdictional agencies for permitting if required.

Fee Breakdown

Evaluation	\$ 4,181.00
Design / CDs	\$23,850.00
Bid/Permit/Construction Administration	\$ 6,011.00
Commissioning	\$17,815.00

For this project scope we propose a fixed fee of **\$51,857.00 (Fifty One Thousand Eight Hundred and Fifty Seven Dollars)**. Any significant changes in scope, client changes or unforeseen conditions may require additional services. This proposal assumes the record documents will be provided by the Client for reference, and does not include fees associated with detailed estimates and/or agency permitting.

The above design and construction phase services will be performed according to our Continuing Services Contract. If you have any questions regarding the above, please don't hesitate to call. We look forward to working with you.

Sincerely,
SCHENKELSHULTZ



Gay Geiger, AIA
Principal

ATTN: Mr. Junos Reed
RE: Main Police Station Fee Proposal (HVAC issues)
Page 2

Cc: Dan Laggan, Iris Zayas (SSA), file

Attachments: TLC Professional Engineering Services Proposal dated April 17, 2023, ***revised May 1, 2023***



April 17, 2023
Revised May 1, 2023

Ms. Gay Geiger, AIA
Principal
Schenkel Shultz Architecture
200 E Robinson Street, Suite 300
Orlando, FL 32801
Delivered via email: ggeiger@schinkelshultz.com

**Re: Port Orange Police Station Building
Professional Engineering Services Proposal**

Dear Gay:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following proposal to provide engineering services for the above referenced project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project consists of the evaluation, design, construction administration and commissioning of the existing 32,983 sq. ft. police department building in Port Orange, Florida. TLC's proposal is based on evaluating the existing plans provided in your email of March 28, 2023 and notes showing deficiencies of the HVAC system from a meeting with Junos Reed from the City of Port Orange.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Mechanical Engineering
- b. Electrical Engineering (connect mechanical equipment)
- c. Commissioning

TLC anticipates submittals at the following design stages:

- 50% Construction Documents
- 100% Construction Documents

Phase 1: Mechanical Evaluation

1. Site visit to visually access observed conditions (fee includes travel expenses to site).
2. Review of provided original design documents, previously generated TAB report, data logger information.
3. Draft and Final report outlining findings and recommendations.
4. Invasive assessment including removal of finishes for testing is excluded.

5. Building envelope or architectural evaluation or assessment is excluded.

Phase 2. Anticipated Design

1. Design for the distribution to have a complete VAV box design (VAV boxes have been removed from system).
2. Design for all outside air and return duct to be connected back to the air handling unit and to the outdoor air grilles and for a positively pressurized building.
3. Update control sequences for chiller, ahu's and vav boxes.

Phase 3. Construction administration and Commissioning

1. See Proposed Construction Phase Services for scope of work.
2. See Proposed Commissioning Services for scope of work.

All submittals are anticipated to be electronic. Reproduction shall be performed by Schenkel Shultz Architecture or compensated as a reimbursable expense.

Design review or coordination meetings are anticipated to be conducted by teleconference.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of two site visits to become generally familiar with the progress and quality of the construction work to determine if the work is being performed in general accordance with the construction documents. (The mix of mechanical, and electrical representation may change based on the needs of the project during the construction phase). Substantial completion and final inspection, if requested, would each constitute a site visit.

PROPOSED COMMISSIONING SERVICES

Methodology

We anticipate that the bulk of the work will be done at the graphical user interface for the associated control system. We will review the building automation graphic and record a screen capture of each graphic page on a USB memory stick. We will inspect and photograph each corresponding piece of mechanical equipment and verify the accuracy of the BAS graphics. We will use trend data to verify that the specified sequences of operation are actually implemented in the control system logic. We will turn on/off each piece of equipment using schedules and remote overrides and verify that the scheduling program has been implemented for each system. All static pressure safeties and low limit freeze protection safeties will be functionally tested. A commissioning plan will be developed which will detail the commissioning methodology and schedule.

Any sensors that appear to be out of calibration will be documented.

This proposal does not include any labor or materials from the controls contractor or a test and balance subcontractor. TLC Engineering for Architecture will coordinate the issues discovered during the commissioning process with the appropriate contractor and the **City of Port Orange** project manager and will prepare a final issues log. The intent of the issues log is to provide a single document that identifies problems and records the resolution.

A final commissioning report will be prepared at the end of the commissioning activities. This final report will include screen captures, the issues log, and photographs related to the commissioning process. An executive summary will outline the commissioning process and the results achieved. Completed functional test forms and blank functional test forms for future commissioning activities will also be provided in an electronic

This proposal also includes:

- Kick off meeting – TLC will conduct a Cx kick off meeting and invite all participants - TLC will explain to all what they will be looking for at their site visits
- Site Visits – It is understood that TLC will want to visit the site periodically to insure equipment is installed per contract drawing – We will perform two site visits during the construction phase.
- Testing – TLC will execute functional performance tests of the installed controls.
- TLC will create a punch list / issues log
- TLC will issue a final Cx Report.

Additional services, when requested in writing shall be performed at TLC's approved hourly rates. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

Systems to be commissioned.

Chiller Plant Controls	100%
Controls for 2 AHUs	100%
Controls for 51 VAV Boxes	25%
Controls for Exhaust Fans	100%

INFORMATION TO BE FURNISHED BY THE ARCHITECT

In addition to Architects' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by Schenkel Shultz Architecture, shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost

for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee based on the following schedule:

Evaluation	\$ 3,450.00
Design	\$19,680.00
Construction Administration	\$ 4,960.00
Commissioning	\$14,700.00

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.

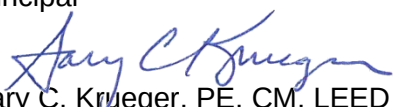
If our proposal is acceptable, please remit appropriate CWA to confirm TLC's authorization to proceed. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.


Jim C. Mullen, PE, LEED AP
Principal


Gary C. Krueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Schenkel Shultz Architecture

By: _____

Print Name and Title

Date: _____

Attachments

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE ARCHITECT Professional Engineering Services Proposal

1. Copy of Owner-Architect Agreement.
2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).
3. Room data sheets for each area, indicating equipment and furniture locations, quantity of each type of outlet, receptacle, special lighting and plumbing equipment, and connection for services as part of the TLC design.
4. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.
5. Fire hydrant flow test data, performed at the hydrants required by the design (to be indicated by TLC).
6. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
7. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.
8. Access control and CCTV device location will be provided by Architect.

ATTACHMENT B

ADDITIONAL SERVICES

Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Collaboration for Revit (C4R or BIM360) or related cloud based applications are not included in TLC proposed scope. Any required C4R or BIM360 or related collaboration software requirements to be negotiated on an individual basis.
3. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
4. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
5. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
6. Extensive phasing of project including development of multiple permitting packages.
7. Electrical Circuit Breaker Coordination Study.
8. Design of emergency power or generator systems.
9. Preparation of mechanical systems life cycle cost analysis.
10. Civil engineering, landscape design, and irrigation design services.
11. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
12. MEP system Commissioning or FBC C408 Commissioning.
13. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
14. Design of site features and amenities outside of building footprint and not directly attached to the building.
15. Development of "as-built" or record drawings.
16. Detailed cost estimating services.



City of Port Orange Engineering Department

TO: Wayne Clark, City Manager

THRU: Junos Reed, City Engineer

FROM: Julia Wiggins, Engineering Business Manager

DATE: April 25, 2023

SUBJECT: Schenkel & Shultz, Inc. – Task Authorization No 3 – Police Department HVAC Assessment

REQUEST:

The Engineering Department is requesting Council to approve Task Authorization No 3 under the Master Contract for Architectural Services (CA7525) as it relates to the Police Department HVAC Assessment Project in the amount of \$51,857.00.

PURPOSE:

The purpose of this request is to provide assessment of the Police Department HVAC system to address existing operational issues.

CONSIDERATION:

The Police Department HVAC system has required numerous repairs over the last few years in order to keep it operational. The system has reached a point where the minor repairs and fixes are not enough to keep the system running a reliable level. It has been determined that the best path forward is to have a total system assessment done. The assessment will include on site condition observations, a review of the original design documents, a report outlining the findings and recommendations, and construction documents for the repairs.

On April 21, 2023, Schenkel & Shultz, Inc. provided the City Engineer with fee proposal under the Master Contract for Architectural Services (CA7525).

Schenkel & Shultz, Inc. will provide an assessment of the existing main Police Station HVAC system and will provide recommendations for repair or replacement and construction administration services. The vendor will be utilizing services from TLC Engineering Solutions. TLC Engineering Solutions, Inc. specializes in HVAC systems.

The Engineering Department is requesting Task Authorization be issued in the amount of \$51,857.00. The term is to be 365 days from the issuance of Notice to Proceed.

FUNDING:

Fund: 317

Fund Name: General Capital Replacement Fund

Cost Center: Building Maintenance

Program: None

Spend Category: Building Improvements - HVAC

Budget: \$250,000 (pending)

Actual: \$51,857(pending)

Project Number: TBD

RECOMMENDATION:

The Engineering Department recommends Council approve Task Authorization No 3 under the Master Contract for Architectural Services (CA7525) as it relates to the Police Department HVAC Assessment Project in the amount of \$51,857.00.

ANTICIPATED SCHEDULE:

- a.) Agenda Request Processed: April 25, 2023
- b.) Council Approval: May 16, 2023
- c.) Executed Task Authorization: May 16, 2023
- d.) Project estimated completion: 365 days form NTP

ATTACHMENTS:

- a.) Draft Task Authorization Document
- b.) Scope of Work
- c.) Current COI



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/16/2023

SUBJECT: (C10) Resolution No. 23-17 - Approval of Second Quarter Budget Amendments for Fiscal Year 2022-2023

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 23-17.

SUMMARY: This item is the second quarter of the fiscal year budget review covering the period from January 1 to March 31, 2023. Staff performed a review covering the revenue and expenditure figures through the second quarter to compare the current amounts with the amount budgeted. In addition, a review of departmental operating needs was performed to see if adjustments were warranted. Additionally, there were a couple of project related carry forwards that required adjustment that are a part of this request.

Staff requests the Council amend the Fiscal Year 2022-2023 budget by revising the budget in total pursuant to itemization contained in Exhibit "A" of the Resolution.

Notable items in the budget amendments include:

1. Funding for Phase I of Parks & Recreation Bond research and education
2. Funding for the Utilities Master Plan transfer to the Water / Wastewater R&R Fund
3. Funding for the Water Reclamation Facility East Master Lift Station as approved by the City Council by Resolution. No. 23-05
4. YMCA Repairs (Pump & Roof)
5. Increase funding due to price escalation for Public Works & Stormwater mowers
6. Funding for Police Department HVAC Assessment
7. Funding for the IUPA pay increase as approved by the City Council

PRESENTER: John McKinney

ATTACHMENTS:

1.	Budget Resolution No. 23-17	Budget Resolution No. 23-17.pdf
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John McKinney	Created/Initiated - 4/28/2023
John McKinney	Approved - 4/28/2023
Matthew Jones	Approved - 5/4/2023
Wayne Clark	Approved - 5/5/2023
Tracee Cody	Final Approval - 5/5/2023

RESOLUTION NO. 23-17

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2022-23; PROVIDING APPROVAL FOR ADJUSTMENTS OF 2022-2023 BUDGET ADJUSTMENTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 21, 2022, the City of Port Orange, adopted Resolution 22-30 approving the City's total operating and capital budgets for Fiscal Year 2022-23; and

WHEREAS, the City of Port Orange adopted Resolution 22-32 on October 4, 2022; Resolution 22-38 on November 15, 2022; Resolution 23-09 on February 7, 2023; and each amending the total operating budget for Fiscal Year 2022-23; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2022-23 operating budget.

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

Section 1. Approval of 2022-2023 Budget Adjustments. The City's 2022-23 Operating Budget is hereby adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

Section 2. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2022 through September 30, 2023.

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. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, MMC, City Clerk

Adopted on the _____ day of _____

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



Exhibit "A"

AMENDED BUDGET FISCAL YEAR 2022 - 23

Fund	Description	Resolution 22-30	Resolution 22-32	Resolution 22-38	Resolution 23-09	Resolution 23-17	Amended Budget
001	General	48,601,261	2,000,000	2,117,105	9,412,895	445,652	62,576,913
010	National Opioid Litigation	-	-	-	37,903	-	37,903
019	Federal Disaster Funds	9,981,987	2,000,000	5,500,000	(9,981,987)	-	7,500,000
102	Tax Increment - Eastport	416,282	-	-	-	-	416,282
103	Tax Increment - Town Center	430,819	-	-	-	-	430,819
106	Recreational Facilities	235,700	-	1,212	-	-	236,912
109	Building Special Revenue	2,999,775	-	1,053,089	(27)	70,000	4,122,837
110	CDBG Special Revenue	777,846	-	300,000	-	-	1,077,846
199	Grant Special Revenue	286,379	-	285,838	-	-	572,217
214	Debt Svc GO	901,154	-	-	-	-	901,154
217	Debt Svc Eastport Tax Note	236,885	-	-	-	-	236,885
218	Debt Svc Town Center Bonds	402,609	-	-	-	-	402,609
220	Debt Svc Bonds	1,150,525	-	-	-	-	1,150,525
301	Capital Projects	2,826,909	-	2,957,971	131,048	-	5,915,928
306	Transp Cap Projects	150,250	-	150,250	-	-	300,500
311	Fire Impact Fee	448,000	-	-	-	-	448,000
312	Transp Impact Fee	551,696	-	770,717	-	-	1,322,413
317	General Cap Rplcmnt	11,037,097	-	4,719,501	650,714	254,857	16,662,169
401	Water / Sewer	29,135,000	-	8,435,902	-	-	37,570,902
403	W / S R&R	15,560,000	-	31,996,147	4,742,045	4,058,000	56,356,192
405	W / S Impact Fee	165,000	-	5,830,838	-	-	5,995,838
410	Solid Waste	9,187,000	-	-	2,420	-	9,189,420
412	Stormwater Utility	5,703,074	-	2,391,601	55,607	25,100	8,175,382
413	Stormwater Capital	2,110,640	-	2,467,796	-	-	4,578,436
414	Drainage Bond Sinking	699,004	-	-	-	-	699,004
416	Wetland Mitigation	53,945	-	-	(47)	-	53,898
418	SRF Debt Service	1,698,982	-	-	-	-	1,698,982
420	Forestry	397,004	-	135,000	12,717	-	544,721
450	Golf Course Operating	1,898,806	-	42,031	(12,879)	-	1,927,958
501	Information Technology	2,686,580	-	48,728	293,395	-	3,028,703
503	Vehicle Maintenance	1,296,831	-	-	(431)	82,698	1,379,098
504	Risk Management	2,419,833	-	-	-	-	2,419,833
505	Lease & Replacement	2,893,815	-	1,846,545	(60,264)	-	4,680,096
506	Building Maint	2,620,347	-	554,858	(67)	-	3,175,138
508	Loan Pool	179,509	-	-	-	-	179,509
606	Police Benefit Trust	4,900	-	-	-	-	4,900
607	Police Forfeiture	62,000	-	232,772	-	-	294,772
611	Recreation Impact Fee	27,000	-	384,462	-	-	411,462
615	Police Education Trust	10,000	-	-	-	-	10,000
621	Recreation Scholarship	27,300	-	2,300	-	-	29,600
625	Federal Police Forfeiture	50,000	-	-	-	-	50,000
Grand Total:		160,321,744	4,000,000	72,224,663	5,283,042	4,936,307	246,765,756

Exhibit "A" DETAIL FOR RES. 23-17 STAFF RECOMMENDED ADJUSTMENTS

FUND	ACCOUNT DESCRIPTION	PROPOSED ADJUSTMENT	Description
GENERAL FUND - 001			
	APPROPRIATED FUND BALANCE	25,000	ESTABLISH BUDGET FOR EMERGENCY MANAGEMENT
	APPROPRIATED FUND BALANCE	4,008	FIRE SERVICES EQUIPMENT FOR STATION 73 FOR P25 COMPLIANT
	APPROPRIATED FUND BALANCE	302,933	IUPA MOU PER COUNCIL APPROVAL ON 04/4/23
	APPROPRIATED FUND BALANCE	18,024	FOR VEHICLE MAINTENANCE REQUEST
	INSTALLMENT PURCHASES	26,725	INCREASE TO REQUIRED MASTER LEASE FOR FY 23 APPROVED PW EQUIPMENT
	TRANSFER IN - TRANSFER FROM 317	68,962	CLOSE OUT OF PROJECT QPI202 PARKS MAINTENANCE BUILDING
	REVENUES	445,652	
	CONTRACTUAL SERVICES	25,000	ESTABLISH BUDGET FOR EMERGENCY MANAGEMENT
	CONTRACTUAL SERVICES	68,962	PHASE I OF PARKS & RECREATION BOND FOR RESEARCH AND EDUCATION
	MAINTENANCE AND REPAIRS - FIRE SERVICES	4,008	FIRE SERVICES EQUIPMENT FOR STATION 73 TO BE P25 COMPLIANT
	PERSONNEL SERVICES	302,933	IUPA MOU PER COUNCIL APPROVAL ON 04/4/23
	CAPITAL OUTLAY - PUBLIC WORKS	26,725	INCREASE IN COST OF APPROVED FLEET REQUEST FOR MOWER FOR PUBLIC WORKS
	TRANSFER OUT - TO FUND 503	18,024	FOR VEHICLE MAINTENANCE REQUEST FOR A LIFT, TIRE CHANGER
	EXPENDITURES	445,652	
RECREATION FACILITIES - 106			
	BUDGET CONTINGENCY	(100,000)	FOR REPAIRS FOR THE YMCA FOR ,POOL, ROOF AND FIRE ALARM
	MAINTENANCE AND REPAIR	100,000	FOR REPAIRS FOR THE YMCA FOR ,POOL, ROOF AND FIRE ALARM
	EXPENDITURES	-	
COMMUNITY DEVELOPMENT BUILDING - 109			
	APPROPRIATED FUND BALANCE	70,000	FOR VEHICLE PREVIOUSLY APPROVED ON RESO. 21-44
	REVENUES	70,000	
	CAPITAL OUTLAY	70,000	FOR VEHICLE PREVIOUSLY APPROVED ON RESO. 21-44
	EXPENDITURES	70,000	
CAPITAL PROJECTS FUND - 301			
	CAPITAL OUTLAY	(254,857)	PROJECT XSG200 SUNTRAIL - MOVE TO CORRECT FUND 317
	TRANSFER OUT - TRANSFER TO FUND 317	254,857	PROJECT XSG200 SUNTRAIL - MOVE TO CORRECT FUND 317
	EXPENDITURES	-	
GENERAL CAPITAL REPLACEMENT - 317			
	TRANSFER IN - TRANSFER FROM FUND 301	254,857	PROJECT XSG200 SUNTRAIL - MOVE TO CORRECT FUND 317
	REVENUES	254,857	
	CAPITAL OUTLAY - COMMUNITY DEVELOPMENT	254,857	PROJECT XSG200 SUNTRAIL - MOVE TO CORRECT FUND 317
	CAPITAL OUTLAY - PARKS AND RECREATION	(68,962)	PROJECT QPI202 PARKS BUILDING CLOSEOUT
	TRANSFER OUT - TRANSFER TO FUND 001	68,962	TRANSFER OUT TO GENERAL FUND FOR PROJECT CLOSEOUT
	EXPENDITURES	254,857	
WATER AND SEWER - 401			
	BUDGETARY CONTINGENCY	(64,674)	FOR VEHICLE MAINTENANCE REQUEST FOR LIFT

TRANSFER OUT - TRANSFER TO FUND 503		64,674	FOR VEHICLE MAINTENANCE REQUEST FOR LIFT
	EXPENDITURES	-	
WATER AND SEWER R&R FUND - 403			
INSTALLMENT PURCHASES		4,058,000	WATER RECLAMATION FACILITY MASTER LIFT STATION RESO 23-05
	REVENUES	4,058,000	
CAPITAL OUTLAY		4,058,000	WATER RECLAMATION FACILITY MASTER LIFT STATION RESO 23-05
	EXPENDITURES	4,058,000	
STORMWATER UTILITY - 412			
INSTALLMENT PURCHASES		25,100	INCREASE IN COST OF APPROVED FLEET REQUEST FOR MOWER FOR STORMWATER
	REVENUES	25,100	
CAPITAL OUTLAY - EQUIPMENT		25,100	INCREASE IN COST OF APPROVED FLEET REQUEST FOR MOWER FOR STORMWATER
	EXPENDITURES	25,100	
VEHICLE MAINTENANCE - 503			
TRANSFER IN - TRANSFER FROM FUND 001		18,024	FOR VEHICLE MAINTENANCE REQUEST FOR TIRE CHANGER
TRANSFER IN - TRANSFER FROM FUND 401		64,674	FOR VEHICLE MAINTENANCE REQUEST FOR LIFT
	REVENUES	82,698	
CAPITAL OUTLAY		82,698	FOR VEHICLE MAINTENANCE REQUEST FOR LIFT AND TIRE CHANGER
	EXPENDITURES	82,698	
	REVENUES	4,936,307	
	EXPENDITURES	4,936,307	
	VARIANCE	-	



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/16/2023

SUBJECT: (C11) Resolution No. 23-18 - Adoption of Facility Plan for Water Reclamation Facility

DEPARTMENT: Public Utilities

GOAL: 1 - Public Safety
2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 23-18.

SUMMARY:

The City of Port Orange Water Reclamation Facility was originally built in 1965. The most recent treatment upgrades were performed in 1990. The plant is designed to treat an average of 12 million gallons per day (mgd) of sewage. The system serves 80,000 residents in Port Orange, Ponce Inlet, Daytona Beach Shores, Spruce Creek Fly In, and some parcels of unincorporated Volusia County.

The State of Florida has modified its requirements for the level of wastewater treatment, disposal quality, and the quality of reclaimed water. While operating within current levels, the new regulations require all treatment plants to meet more stringent levels of treatment by the year 2032. In order for the Port Orange facility to meet these levels, a major upgrade in the treatment process will be required.

Staff has researched various options for funding sources to perform these upgrades. One source is a State Revolving Fund (SRF) Loan Program which is a low-interest loan over a longer period. The loan terms include a 20-year amortization and low-interest rates. Financing rates vary based on the median household income, the poverty index, and the unemployment index, but average less than 50% of the market rate. The current debt service of the utility department will significantly decrease within the next two fiscal years.

In order to be considered for an SRF loan, the City was required to develop a Facility Plan. This plan is a thorough evaluation of the existing condition of the plant and what is required to meet the future needs of the City while meeting all upcoming state treatment regulations. Mead Hunt was contracted to perform the evaluation of the treatment plant and provide the facility plan. The plan outlines current and future upgrades required to meet the new regulations with cost estimates. While the City is not obligated to perform all of these upgrades, the facility will be required to meet the new regulations.

Florida Administrative Code 62-503 requires formal adoption by City Council of the facility plan to comply with SRF loan program requirements. To be considered for these funding resources, the facility plan must be approved by resolution and a Request for Inclusion must be entered into the state clearinghouse for consideration and evaluation. If the state determines that the projects outlined in the facility plan are eligible for funding, the City would be notified to formally apply for the loan. Once the facility plan has been approved, it is anticipated that the Request for Inclusion will be brought to City Council for approval and authorization to submit to the state clearinghouse.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Resolution No. 23-18	Resolution No. 23-18.pdf
2.	PO WRF Facility Plan - FINAL	PO WRF Facility Plan - FINAL.pdf

Lynn Stevens	Created/Initiated - 4/20/2023
Steve Parnell	Approved - 4/20/2023
Lynn Stevens	Approved - 4/21/2023
Jill Poolman	Approved - 5/1/2023
John McKinney	Approved - 5/1/2023
Matthew Jones	Approved - 5/3/2023
Wayne Clark	Approved - 5/5/2023
Tracee Cody	Final Approval - 5/5/2023

RESOLUTION NUMBER 23-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER TREATMENT FACILITY PLAN FOR THE IMPLEMENTATION OF WASTEWATER TREATMENT FACILITY IMPROVEMENTS, EFFECTIVE THIS DATE

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facilities; and Florida Administrative Code requires the formal authorization by the City Council to formally adopt a facility plan outlining necessary upgrades for improved treatment, efficiency, and enhanced reliability in order for facility improvements to comply with State of Florida funding requirements;

WHEREAS, formal adoption of the proposed Facility Plan is required for the City of Port Orange to participate in the State Revolving Loan Fund Program;

WHEREAS, the City Council of the City of Port Orange, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan for implementation of wastewater treatment facility improvements in order for facility improvements to comply with State of Florida funding requirements;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Port Orange, Florida formally approves and adopts the City of Port Orange Facility Plan as written and presented to the City Council on this date;

SECTION 1. FINDINGS.

- A.** The foregoing findings are incorporated herein by reference and made a part hereof.
- B.** The City of Port Orange Florida, is authorized to approve the proposed Facility Plan.
- C.** The City Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.
- D.** The Mayor is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the wastewater facility improvements. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The Mayor is authorized to delegate responsibility to appropriate City Staff to carry out technical, financial, and administrative activities associated with the Facility Plan.

- E.** The legal authority for adoption of this facility plan is pursuant to the City Charter, City Code of Ordinances, and the Laws of the State of Florida.
- F.** All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
- G.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon its approval and adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



FINAL

Port Orange Wastewater Facility Plan

Clean Water State Revolving Fund Facility Plan

March 2023

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Executive Summary

The Port Orange Wastewater Treatment Plant (WWTP) was constructed in 1989. The treatment process and majority of the equipment currently in operation was installed approximately 32 years ago. Much of the equipment has either been re-built or upgraded; however most has reached or exceeded its useful life. The anaerobic-anoxic-aerobic (A²O) process was advanced for its time, but new processes are available and new equipment and automation techniques can be implemented to improve treatment, efficiency and enhance reliability. The process conversion and upgrade project discussed within this document has been planned for nearly 10 years.

This Facility Plan details the alternatives and recommended improvements for all facets of the City's WWTP. Each alternative was evaluated based on the following criteria: cost, compatibility, and O&M/Reliability.

With the recommendations provided within this Facility Plan, the WWTP will be modernized to latest standards while managing to achieve the advanced wastewater treatment standards of Meet advanced wastewater treatment (AWT) criteria and effluent limits of 5-5-3-1 for Biological Oxygen Demand-Total Suspended Solids (BOD-TSS), Total Nitrogen (TN) and Total Phosphorus (TP) respectively.

The total conceptual cost for all the recommended modifications is approximately **\$86,481,000**. The key recommendations discussed within this Facility Plan are summarized here and shown in **Figure 1**.

1. West Master Lift Station (WMLS) Pump Alternatives

The recommended alternative is installation of two (2) new 5,200 gpm screw centrifugal pumps with valves, VFDs and controls to match the upgrades currently taking place at the East Master Lift Station (EMLS).

2. WMLS and EMLS Primary Screening

One (1) Duperon 'FlexRake' primary screen is recommended for both WMLS and EMLS to address the severe issue of ragging at the WWTP. This alternative also includes converting the existing two out of three digesters to flow equalization tanks providing operational flexibility at the WWTP.

3. Influent Headworks

The recommendation includes replacement of the existing non-performing Vulcan screens with two (2) new 3mm center flow screens. The 3mm screens, considered as fine screens, provide the additional requirement of being the "right" screen for biological nutrient removal (BNR) alternatives considerations needed to meeting AWT standards.

In addition, the existing grit removal system (teacups) will be replaced with two (2) new Headcells, capable of removing upto 95% grit.

4. Biological Nutrient Removal (BNR) Facilities

Three different technologies were evaluated for WWTP to meet the AWT standards required for now and future. After a detailed evaluation, the 5-stage Integrated Fixed-Film Activated Sludge (IFAS) system was recommended, based on significant capital construction cost savings as compared to other technologies, lower footprint requirements and its compatibility with other unit processes within the WWTP. Six (6) new hybrid positive displacement (PD) blowers will be installed to support the IFAS system.

5. Secondary Clarifiers

It is recommended that the entire collection and drive mechanism in all four (4) clarifiers be replaced with spiral-blade collection system (Ovivo "C4" components system) with submerged weirs. This will provide additional protection against algae growth.

6. Deep Bed Filters

The City is currently undertaking a project to replace their current deep bed filters with the new DeNora system. The improvements will also include new controls, and filter effluent valve replacements and will be compatible with other WWTP improvements discussed in the Facility Plan.

7. Disinfection and Effluent Disposal

Following improvements are recommended as part of improving the disinfection and effluent disposal operations:

- Replacing existing submersible aerators in the reaeration basin with new coarse air system with two (2) blowers
- Internal expansion of chlorine contact chamber (CCC) with converting part of existing reaeration basin
- New chlorine diffusers and instrumentation including chlorine instant analyzers
- Replacement of existing transfer pumps with three (3) new transfer pumps
- Improvements to existing outfall piping with new flowmeters and replacement of 36-in check valve
- Improvements to WWTP reuse piping to provide operational flexibility
- Replacement/ upgrade of entire Dechlorination system
- Canopy cover for entire Reaeration-CCC-Pump Area

8. Sludge Handling Improvements

The sludge handling improvements consists of:

- Optimizing the excess digester volume availability by converting two (out of three) of available digesters to flow equalization basins with three (3) new blowers
- Increased operational controls for aerated sludge holding tanks and one (1) remaining digester
- Replacement of existing aging belt filter presses with four (4) new belt filter presses

9. WWTP Support Facilities

The following support facilities will be addressed/ recommended as part of WWTP improvements:

- Installation of elevated walkways
- Modifications to existing operation building with addition of 2nd floor and modernization of WWTP operations and laboratory
- New Maintenance Building
- Sludge Press Building Modifications

10. Reclaimed Water and Effluent Disposal

The following reclaimed water and effluent disposal improvements include:

- Modify Existing Reclaimed Lake Reservoirs
- Repair splitter structure intake pipe and repair filter
- Inspect and Repair/Replace Gravity Sewer System Components
- Construct New Reclaimed Lake Reservoir
- Relocate existing filter WWTP to Reservoir
- Permit & Construct Underground Injection Control (UIC) Test Well
- New Western GST & PS at Pioneer Trail

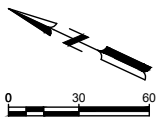
Table 1 displays a summary of the recommended improvements and associated costs.

TABLE 1: SUMMARY OF RECOMMENDATIONS AND COST ESTIMATES

Option #	Description	Cost
	3.2 & 3.3 Biological Nutrient Reduction (BNR) Facilities	
A-2	New IFAS BNR Process	\$19,860,000
	New PD Blowers	\$2,520,000
	A Subtotal	\$22,380,000
	3.4 Influent Pumping	
B-1 (a)	Replacement of WMLS Influent Pumps	\$756,000
B-2 (a)	New Primary Screening	\$3,744,000
B-3 (a)	Two (2) EQ Tanks (converted Digester Tanks)	\$1,662,000
B-4 (a)	New HIBOCS Biological Odor Control System at WMLS and EMLS	\$1,461,600
	B Subtotal	\$7,623,600
	3.5 Influent Structure / Headworks	
C-1 (b)	New Grit Removal System	\$4,320,000
C-2 (b)	Two New Center Flow 3 mm Fine Screens	\$2,940,000
	C Subtotal	\$7,260,000
	3.6 Secondary Clarifiers	
D-1 (b)	New Spiral Blade Collection Mechanism with Submerged Weirs (Includes RAS/WAS Pumps)	\$6,078,000
	D Subtotal	\$6,078,000
	3.8 Disinfection and Effluent Transfer Pumps	
E-1 (b)	Replacement of Existing Transfer with New In-Plant Reuse and Cover CCC	\$2,652,000
	E Subtotal	\$2,652,000
	3.9 Sludge Handling Facilities	
F-1 (b)	New Blowers with Converted EQ Tanks	\$1,320,000
F-2 (b)	Replace Existing (5) Belt Presses with 4 New Belt Presses	\$3,510,000
	F Subtotal	\$4,830,000
	4.0 Electrical and Instrumentation	
	4.1 Electrical Improvements	\$9,000,000
	4.2 Instrumentation and Controls	\$3,900,000
	Electrical and Instrumentation Subtotal	\$12,900,000
	5.0 Support Facilities	
	5.1 Elevated Walkways	\$500,000
	5.2 Modified Operations and Laboratory Facilities	\$2,000,000
	5.3 New Maintenance Building	\$300,000

Option # ¹	Description	Cost
	Support Facilities Subtotal	\$2,800,000
	(Subtotals A-F, Support Facilities and Electrical/I&C)	\$66,524,000
	Contingency @ 30%	\$19,957,000
	Total Construction Cost	\$86,481,000
	Outside the Fence	
	5.4 Reclaimed Water and Effluent Disposal	\$8,000,000

1. References Alternative Options as described within the Facility Plan



STRUCTURE TABLE:

- 100 WEST MASTER LIFT STATION
- 110 EAST MASTER LIFT STATION
- 120 ODOR CONTROL
- 130 INFLUENT UNIT
- 140 VACTOR TRUCK STAGING AREA
- 150 PROPOSED DUPERON SCREEN
- 200 A²O UNIT
- 210 OXIC ZONE 1 BLOWERS
- 220 OXIC ZONE 2 BLOWERS
- 250 CONVERTED BNR IFAS REACTORS
- 255 PROPOSED BLOWERS
- 300 CLARIFIER #1
- 310 CLARIFIER #2
- 320 CLARIFIER #3
- 330 CLARIFIER #4
- 340 SOUTH CLARIFIERS RAS/WAS PUMPS
- 350 NORTH CLARIFIERS RAS/WAS PUMPS
- 400 DENITRIFICATION FILTERS
- 410 DENITRIFICATION FILTER PUMPS & CONTROL BUILDING
- 500 RE-AERATION & CHLORINE CONTACT
- 510 REUSE TRANSFER PUMPS
- 520 OUTFALL PUMP STATION
- 530 PROPOSED CHLORINE & SULFUR DIOXIDE CONTROL
- 540 NaOCL STORAGE
- 550 METHANOL ALUM UNIT
- 560 COAGULATION / FLOCCULATION BASIN (TO BE RELOCATED)
- 570 DISC FILTER (TO BE RELOCATED)
- 600 RECLAIMED WATER GROUND STORAGE TANK
- 610 RECLAIMED WATER PUMP STATION
- 700 PROPOSED EQ TANK #1
- 710 PROPOSED EQ TANK #2
- 720 DIGESTER (3RD STAGE)
- 730 SLUDGE THICKENER
- 740 DIGESTER/ EQ BLOWERS
- 750 SLUDGE PRESS BUILDING (W/ NEW SCALE)
- 800 NEW OPERATIONS BUILDING
- 810 COLLECTIONS OFFICE BUILDING
- 820 NEW MAINTENANCE SHOP BUILDING
- 830 COVERED STORAGE AREA
- 840 MAINTENANCE STORAGE BUILDING
- 850 CENTRAL LAB BUILDING
- 860 COVERED STORAGE
- 900 EMERGENCY GENERATOR AND FUEL TANK
- 910 PROPOSED NORTH ELECTRIC BUILDING
- 920 PROPOSED NORTH GENERATOR

1. Introduction

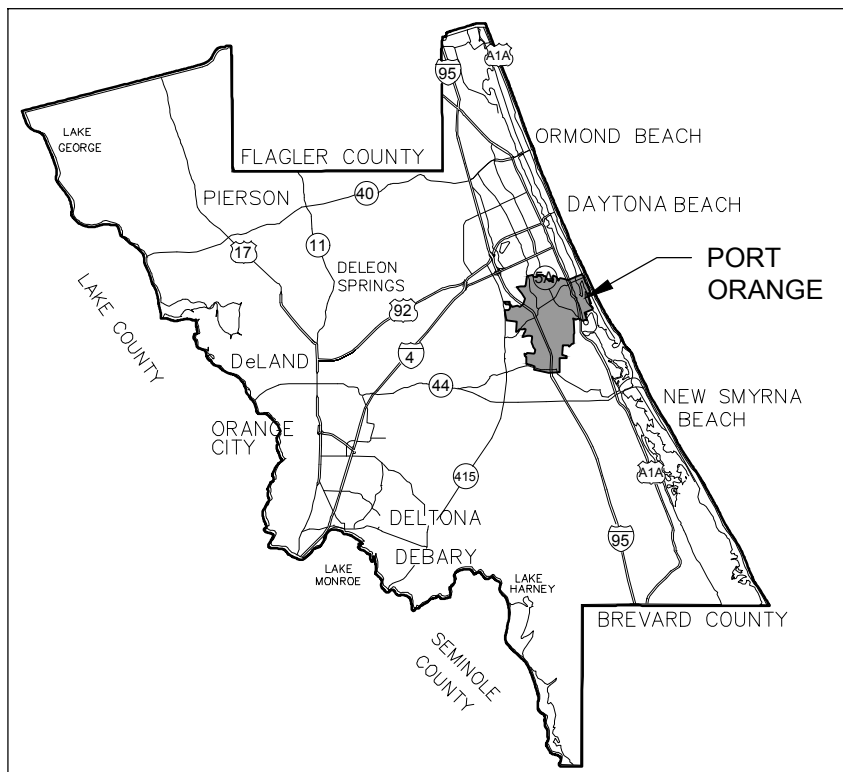
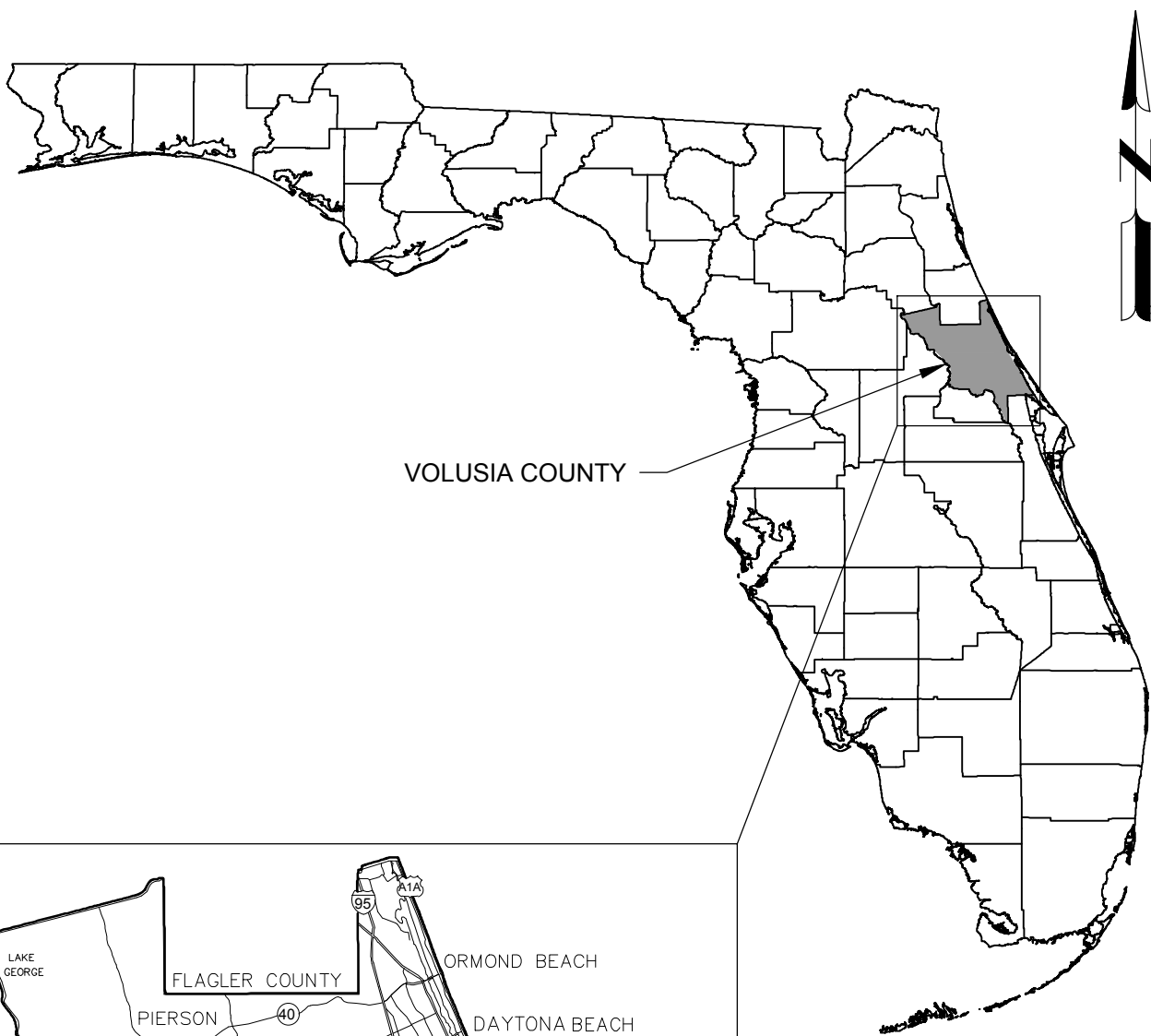
1.1 Background

The City of Port Orange is located in eastern Volusia County, see **Figure 2**. The City of Port Orange owns and operates a utility service which provides potable water, wastewater and reclaimed water services to residents and businesses within the City of Port Orange, Town of Ponce Inlet, portions of Daytona Beach Shores and unincorporated Volusia County. Port Orange has a municipal boundary encompassing approximately 29 square miles and a utility service area encompassing approximately 70 square miles. The current utility service area has a residential population of approximately 68,000, based on U.S. Census Tract data. Utility service area boundaries were clearly defined in a 1989 Inter-local Agreement with Volusia County. There are no pending issues regarding the service area delineation.

1.2 Justification and Need

The Port Orange Wastewater Treatment Plant (WWTP) was constructed in 1989. The treatment process and majority of the equipment currently in operation was installed approximately 34 years ago. Much of the equipment has either been re-built or upgraded; however most has reached or exceeded its useful life. The anaerobic-anoxic-aerobic (A²O) process was advanced for its time, but new processes are available and new equipment and automation techniques can be implemented to improve treatment, efficiency and enhance reliability. The process conversion and upgrade project discussed within this document has been planned for nearly 10 years and are needed for the reasons listed below:

- Replace/upgrade equipment that has exceeded its useful life and provide for reliable WRF operation through end of the planning period.
- Continuously meet advanced wastewater treatment (AWT) criteria and effluent limits of 5-5-3-1 for Biological Oxygen Demand-Total Suspended Solids (BOD-TSS), Total Nitrogen (TN) and Total Phosphorus (TP) respectively.
- Improve operational efficiency, automation capabilities and accessibility.
- Rehabilitate structures, piping, valves, fitting and ancillary equipment.
- Replace outdated and or inoperable electrical and I&C systems.
- Construct a state of the art facility that can serve Port orange for the next 30+ years.



LOCATION MAP

**Mead
& Hunt**

FIGURE 2

1.3 Flow Estimates

The City of Port Orange encompasses a service area of approximately 4.5 square miles and is bounded on the north by Daytona Beach, on the east by the Halifax River and the Atlantic Ocean, on the south by New Smyrna Beach, and on the west by unincorporated county area and Daytona Beach.

Recorded influent wastewater flow data provided by the City between January 2016 through September 2021 are presented in **Table 2** below.

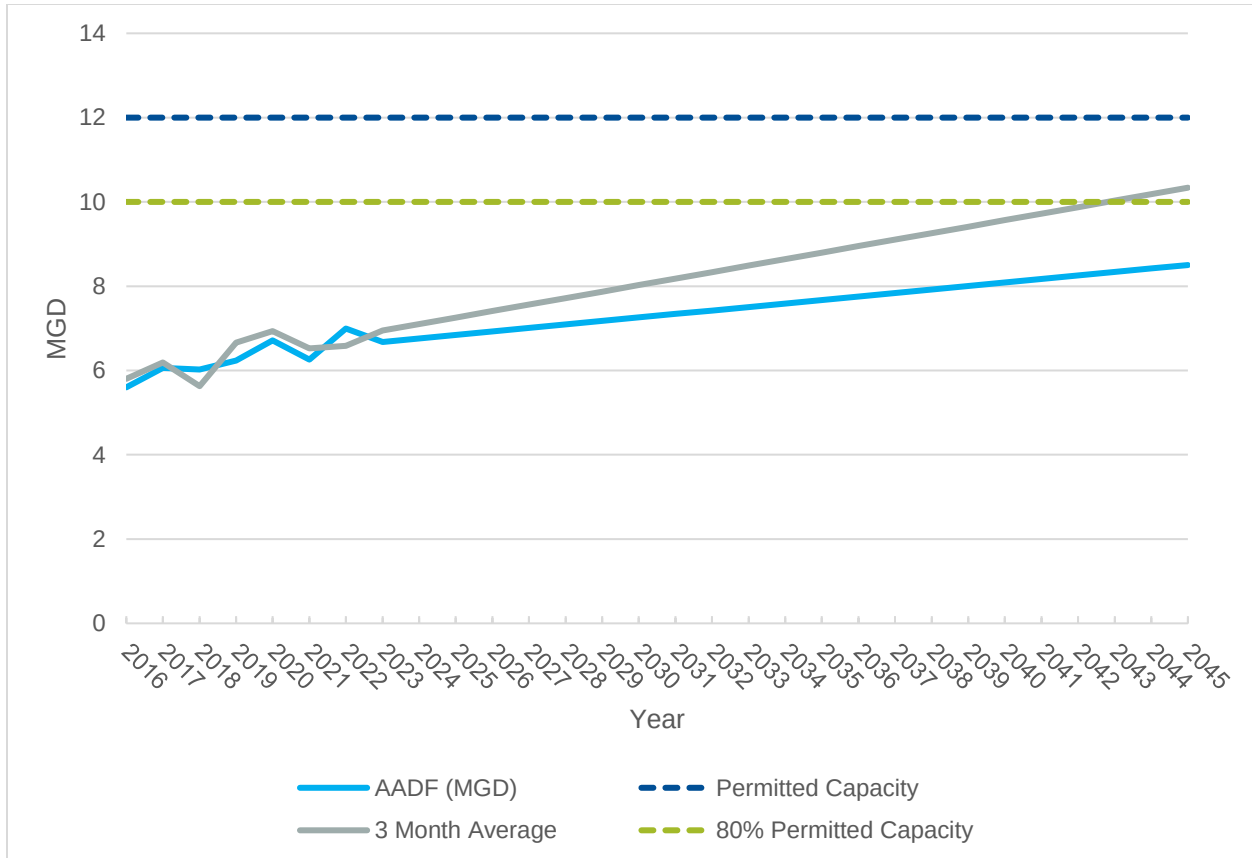
TABLE 2: INFLUENT WASTEWATER FLOW AND FLOW PROJECTIONS

Year	Average Annual Daily Flow	3 Month Average	Yearly Change
2016	5.60	5.80	
2017	6.06	6.19	8.25%
2018	6.02	5.63	-0.64%
2019	6.24	6.66	3.55%
2020	6.72	6.93	7.68%
2021	6.26	6.52	-6.84%
2022	6.99	6.59	11.77%
2023	6.68	6.95	-4.52%
2024	6.76	7.10	1.24%
2025	6.84	7.26	1.23%
2026	6.93	7.41	1.21%
2027	7.01	7.56	1.20%
2028	7.09	7.72	1.18%
2029	7.17	7.87	1.17%
2030	7.26	8.03	1.16%
2031	7.34	8.18	1.14%
2032	7.42	8.33	1.13%
2033	7.51	8.49	1.12%
2034	7.59	8.64	1.10%
2035	7.67	8.80	1.09%
2036	7.76	8.95	1.08%
2037	7.84	9.10	1.07%
2038	7.92	9.26	1.06%
2039	8.00	9.41	1.05%
2040	8.09	9.57	1.04%
2041	8.17	9.72	1.03%
2042	8.25	9.87	1.02%

2043	8.34	10.03	1.00%
2044	8.42	10.18	0.99%
2045	8.50	10.34	0.99%

The projected wastewater flows through 2045 are displayed in **Figure 3**. The projection is based on a historical trendline dating back to 2010.

FIGURE 3: PROJECTED WASTEWATER FLOWS



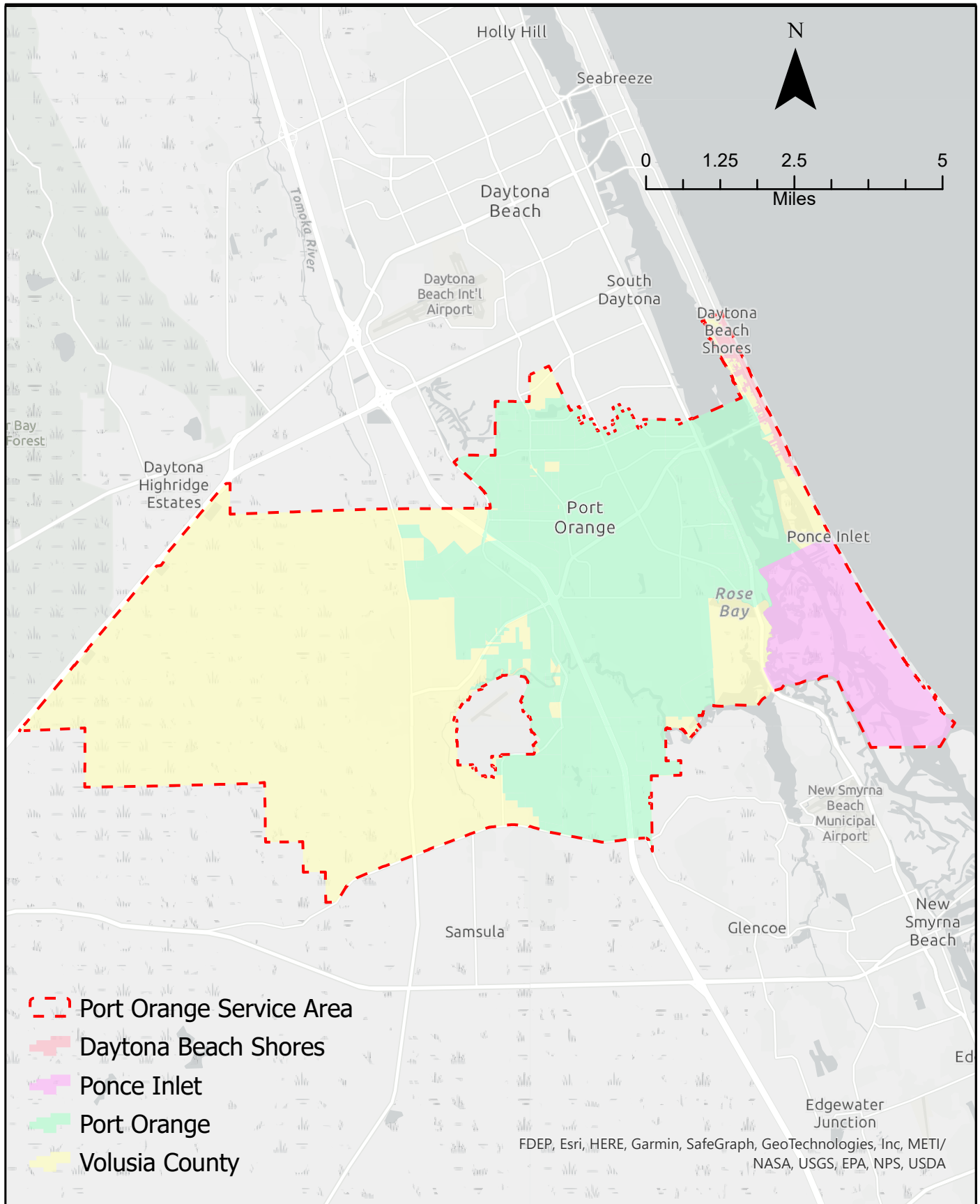
2. Existing Conditions

2.1 Description of Planning Area

2.1.1 Planning Area

The City of Port Orange is located in Volusia County south of Daytona Beach and north of New Smyrna Beach. The City of Port Orange is included within the area dubbed the “Fun Coast.” Located in the eastern part of Volusia County it borders along the Halifax River on the east. As of the American Community Survey (ACS) done in 2019 the population of the City is 64,842 and a total land area of 26.66 square miles. Port Orange is a coastal community that has two rivers, the Halifax and Spruce Creek. The Halifax River is an estuary.

The City owns and operates the R. Dwayne Huffman Reclaimed Water Plant located at 817 Oak St; Port Orange, FL, 32127, LAT. and LONG. ([29.137351](#), [-80.994504](#)). The rated capacity for this plant is 12 MGD AADF. The public access reclaimed water produced is discharged to irrigation, wetlands, and the Halifax River. The sewage collected by the system includes the City of Port Orange, Town of Ponce Inlet, Daytona Beach Shores, and portions of the unincorporated surrounding area. The service area population is approximately 69,830. **Figure 4** displays the City of Port Orange’s service area.



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Port Orange WWTP Facility Plan

FIGURE 4

2.1.2 Climate

The City of Port Orange has a climate that can be categorized as humid and sub-tropic. The summers are long, hot, and oppressive and the winters are short, windy, and partly cloudy. As detailed in **Figure 5** and in **Table 3**, the warmest months of the year are June, July, August, and September. During the months of October, November, January, February, March, April, and May the temperature is lower, it is less humid, and the rainfall numbers drop.

The windiest time of the year begins in September and lasts until May. The average wind speeds during this time range from 8.5 miles per hour to 10.4 miles per hour. During the periods of June to August the wind speeds decrease to a range of 6.5 miles per hour to 8.5 miles per hour. Wind direction varies throughout the year. From March to June the wind is primarily from the east. The wind direction changes from June to August, coming from the south. From September to February the wind blows from the north.

FIGURE 5: PORT ORANGE CLIMATE

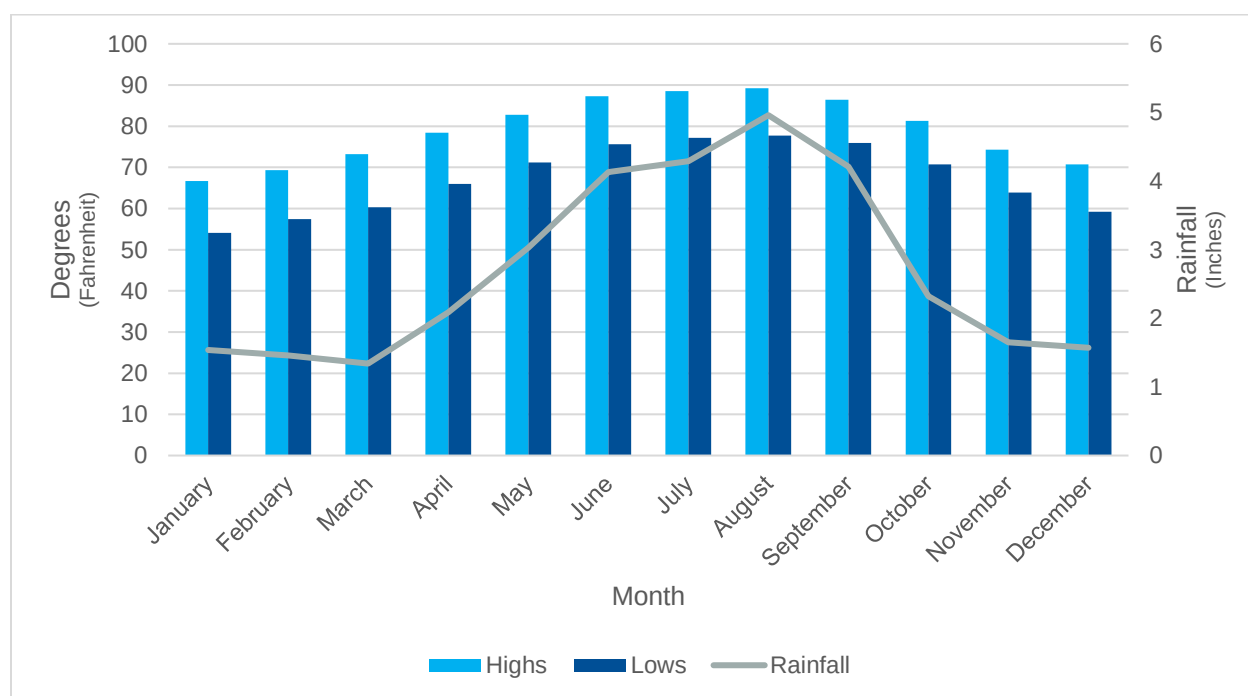


TABLE 3: CLIMATE BY THE NUMBERS

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Highs	66.7	69.3	73.2	78.4	82.8	87.3	88.5	89.2	86.4	81.3	74.3	70.7
Lows	54.1	57.4	60.3	66	71.2	75.6	77.2	77.7	75.9	70.7	63.9	59.2
Rainfall	1.54	1.46	1.34	2.09	3.03	4.13	4.29	4.96	4.21	2.32	1.65	1.57

2.1.3 Topography

The topography of the area is characterized by generally flat lands interspersed with pine forests,

wetland, and rivers. The area west of I-95 has an average elevation of 30-feet above sea level. Approximately one-half mile east of Nova Road the elevation begins to decrease to approximately eight feet over a distance of 3,000-feet and then remains level until the Atlantic Ocean. Different varieties of poorly drained sandy soils are found in the mainland region. Several varieties of well drained sandy soils are found in the beachside region.

2.1.4 Geology, Soils, and Hydrographic

The City of Port Orange is within the lower Atlantic Coastal Plan. The surface is covered with sandy marine sediments of Pleistocene to Recent age. The broad, nearly level marine terraces, relict shorelines, and karst ridges that characterize the landscape are of the Pleistocene age. The areas adjacent to the Atlantic Ocean and the St. Johns River are of more recent geologic origin.

The geologic material can be divided in an upper sequence of unconsolidated or poorly consolidated clastic deposits and a lower sequence of carbonate rocks. The upper surface of the rock unit dips eastward toward the coast at about three feet per mile. At the coast depth to rock is about 100-feet. At the eastern edge of the DeLand Ridge, the depth to rock is about 65-feet. The thickness of the clastic deposits varies from 50 to 100 feet under the DeLand Ridge because of differences in local relief.

2.1.5 Surface and Ground Water Hydrology

A thin clay layer, 60-feet below the surface, serves as an intermediate confining unit which hydraulically separates the potentiometric heads of the Upper Floridan Aquifer from the surficial aquifer system. Based on data obtained annually by St. Johns River Water Management District typical potentiometric water surface elevations of the Floridan Aquifer in the vicinity of the Central Recharge Wellfield, located outside of city limits within Volusia County on the Rima Ridge. Elevations in the area range from 20 to 30 feet NGVD (National Geodetic Vertical Datum). The hydraulic gradient is towards the northeast.

The source of water for the surficial aquifer is primarily local rainfall. Water is stored in the pore space of the soils. Water exits the surficial aquifer via downward leakance, horizontal flow to drainage ways and evapo-transpiration. The volume available for withdrawal from the Volusia Floridan Aquifer is dependent upon the surficial system.

2.1.5.1 Aquifer Identification

Ground water resources in the service area include the surficial and the Floridan Aquifers. The carbonate rocks of the lower sequence are limestone and dolomite of middle and upper Eocene age. These rocks are also known as the Floridan Aquifer. The surficial aquifer varies in depth from 50 to 100 feet from ground level and generally serves as a storage reservoir for percolating precipitation. The surficial aquifer recharges the Floridan Aquifer and is not used as a potable water source but is primarily used for irrigation purposes. Downward movement of slightly acid ground water has resulted in the formation of solution caverns that hold and transmit large quantities of water. About 95-percent of the area's freshwater supply for domestic and agricultural use comes from the Floridan Aquifer. The City operates 40 deep water wells and has a current capacity of 15 MGD and the water is in compliance with potable

water standards. The Garnsey Water Treatment Plant (WTP) is located on Wellfield Drive. The City has operated a reclaimed water system since 1986 and installed ground water monitoring wells in the surficial aquifer to monitor affects to the aquifer.

2.1.5.2 Aquifer Source Protection

The protection of the aquifer system is of prime importance to the City of Port Orange. As its sole source for potable drinking water, the sustainability and health of the system is critical to the residents. Well-draining recharge areas are known to be major areas of development and modification happens frequently. With development brings roads, roofs, and parking lots that make groundwater recharge difficult in those areas. Development also brings with it materials and supplies that can leech into the ground possibly contaminating the water supply.

The City has several measures established to prevent such contamination from occurring. Development is regulated within areas of any wellfield. The City has protocols set in place that prevent development at or near the Rima Ridge where the City's Recharge Wellfield is located. The City employs the use of best management practices (BMP), groundwater monitoring, conservative well spacing, reduction of public reliance, and prohibiting excavation projects from removing the confining layer. Wellhead protection measures are also in place to protect the aquifers from hazardous substances and contamination.

2.1.5.3 Recharge

Ground surface elevations in the Central Recharge Wellfield and corresponding water surface/surficial aquifer elevations range between 40 to 50 feet NGVD. As a result of the net downward gradient between the surficial aquifer and Upper Floridan, and leakance through the confining layer, the terrace and ridge areas provide some recharge to the Upper Floridan Aquifer. Recharge rates are estimated at 8 or 9 inches per year.

The confining layer of the thin clay, 60-feet below the surface, exhibits leakance and as such, promotes recharge. This characteristic is valuable as it renews water supplies withdrawn for consumption; however, leakance creates a hydraulic connection from the surficial aquifer to the Upper Floridan Aquifer. If contamination of the surficial aquifer occurs, it is possible to compromise the City's water supply.

2.1.6 Ecology

2.1.6.1 Environmentally Sensitive Areas or Features

2.1.6.1.1 Wetlands

The City of Port Orange is classified as an estuarine wetland with salt marshes, areas of freshwater wetlands associated with upper reaches of Spruce Creek, and areas of isolated freshwater wetlands in other scattered areas within the city.

Many of the salt marshes and the associated vegetation such as mangroves and seagrass beds are found in the Halifax River with salt marshes and vegetation also found in the areas along Spruce Creek, Rose Bay, and Strickland Bay where tidal influences are present. The majority of the inland freshwater

wetlands are isolated areas located along the western and southern borders of the city limits. Freshwater marshes occur in seasonally flooded depressions and along streams, creeks, lakes, and drainageways. The dominate plant growth is emergent water plants and water tolerant grasses and sedges. Few trees inhabit marsh areas except for low growing, water tolerant species such as the coastal plains willow. Marshes are well suited for wading birds and aquatic wildlife. Threatened or endangered species found in freshwater marshes are the Florida Sandhill Crane, the Snowy Egret, and the Silver Rice Bat. Occasionally, Bald Eagles inhabit freshwater marshes.

The vegetative communities perform important natural functions. Mangroves and estuarine marshes improve water quality, control erosion, and provide protection from storms by trapping sediments and debris, removing excess nitrogen and phosphorous nutrients, stabilizing shorelines, and buffering winds. Seagrass beds trap and bind sediments improving water quality and stabilizing the shoreline. The seagrass beds also provide food and protection for many kinds of juvenile fish.

The mangroves provide a perfect habitat for many types of fish, crustaceans, and birds. Several species of the birds that frequent mangroves in Volusia County are threatened or endangered such as the Snowy Egret, the Brown Pelican, the Roseate Spoonbill, and the Least Tern.

2.1.6.1.2 Flora and Fauna

Port Orange has a variety of plants and animals that inhabit the area. The pine woods vegetative community is dominated by the slash pine and includes pine flatwoods. These trees form the highest layer of vegetation above the ground and the floor is usually covered by palmetto bushes. Threatened or endangered wildlife found in the pine flatwoods are Gopher Frog, the Gopher Tortoise, and the Indigo Snake. In addition, nesting Bald Eagles and Osprey are also found in these communities.

Improved pasture sites are 75 to 95 percent of open grasslands with few scattered trees. Few native wildlife species inhabit these areas because of the lack of available food. Common garden varieties of birds, such as the house sparrow and starling makeup the majority of wildlife in these areas.

2.1.6.1.3 Endangered and Threatened Species

There are several mammals, birds, amphibians, and reptiles listed as endangered, threatened, or species of special concern that nest, breed, feed, or winter in the Port Orange area. **Table 4** is a list of the more commonly known species.

TABLE 4: COMMON ENDANGERED AND THREATENED SPECIES OF VOLUSIA COUNTY

BIRDS

American Oystercatcher	Limpkin
Bald Eagle	Red-cockaded Woodpecker
Brown Pelican	Snowy Egret
Florida Sandhill Crane	Southeaster Kestrel
Least Tern	Tri-colored heron
Little Blue Heron	Wood Stork

MAMMALS

Florida Black Bear	Shermans Fox Squirrel
Florida Mouse	Western Indian Manatee
Florida Panther	

AMPHIBIANS AND REPTILES

Gopher Frog	American Alligator
Gopher Tortoise	Indigo Snake
Atlantic Salt Marsh Water Snake	Florida Pine Snake

2.1.7 Flood Plain

The City of Port Orange has flood plains associated with the Halifax River, Spruce Creek, and the tributaries to these waterways. A large portion of the flood plain associated with the Halifax River has been developed. The majority of the flood plan associated with Spruce Creek remains undeveloped.

2.1.8 Archeological and Historic Sites

According to the National Parks Service (NPS) and the US National Register of Historic Places, there are six areas of historic significance within the City of Port Orange. At one point in time, there were seven; however, the Halifax Drive Historic District was removed from the list on January 29, 2009. **Table 5** provides the listing of all six locations.

TABLE 5: ARCHEOLOGICAL AND HISTORIC SITES

Ref #	Property Name	Street & Number	Listed Date
98000055	Dunlawton Avenue Historic District	Roughly along Dunlawton Ave. to Lafayette Ave., and Orange Ave. and Wellman St.	2/5/1998
73000606	Dunlawton Plantation-Sugar Mill Ruins	W of Port Orange off Nova Rd.	8/28/1973
93000563	Gamble Place Historic District	1819 Taylor Rd.	9/29/1993
98000058	Grace Episcopal Church and Guild Hall	4100 Ridgewood Ave.	2/5/1998
98000057	Port Orange Florida East Coast Railway Freight Depot	415C Herbert St.	2/5/1998
90001761	Spruce Creek Mound Complex	Address Restricted	12/3/1990

2.1.9 Air Quality

According to EPA, Volusia County is classified as an area of attainment with respect to the National Ambient Air Quality Standards for all of the criteria air pollutants. In 2020, there were 366 days recorded with 331 "Good" days, and 35 "Moderate" days (**Figure 6**). The majority of the pollution indicated during the year was Ozone, followed by Fine Particulate Matter of 2.5 microns or less in diameter. The Air Quality Index (AQI) Max is the highest daily value in the year. The AQI 90th %ile is the 90 percent of daily AQI values during the year were less than or equal to the 90th percentile value. The AQI Median is half of daily AQI values during the year were less than or equal to the median value, and half equaled or

exceeded it.

The proposed improvements in this Facility Plan will not have any impact to permitted facilities, will not require any air permitting, and will not have any effect on the “attainment” status. The improvements will comply with the various Florida Department of Environmental Protection (FDEP) air resource management regulations including Chapters 62-4, 62-204, 62-210, 62-212, 62-213, 62-214, 62-242, 62-243, 62-252, 62-256, 62-257, 62-281, 62-296, and 62-297 of the Florida Administrative Code.

FIGURE 6: AIR QUALITY INDEX REPORT - 2020

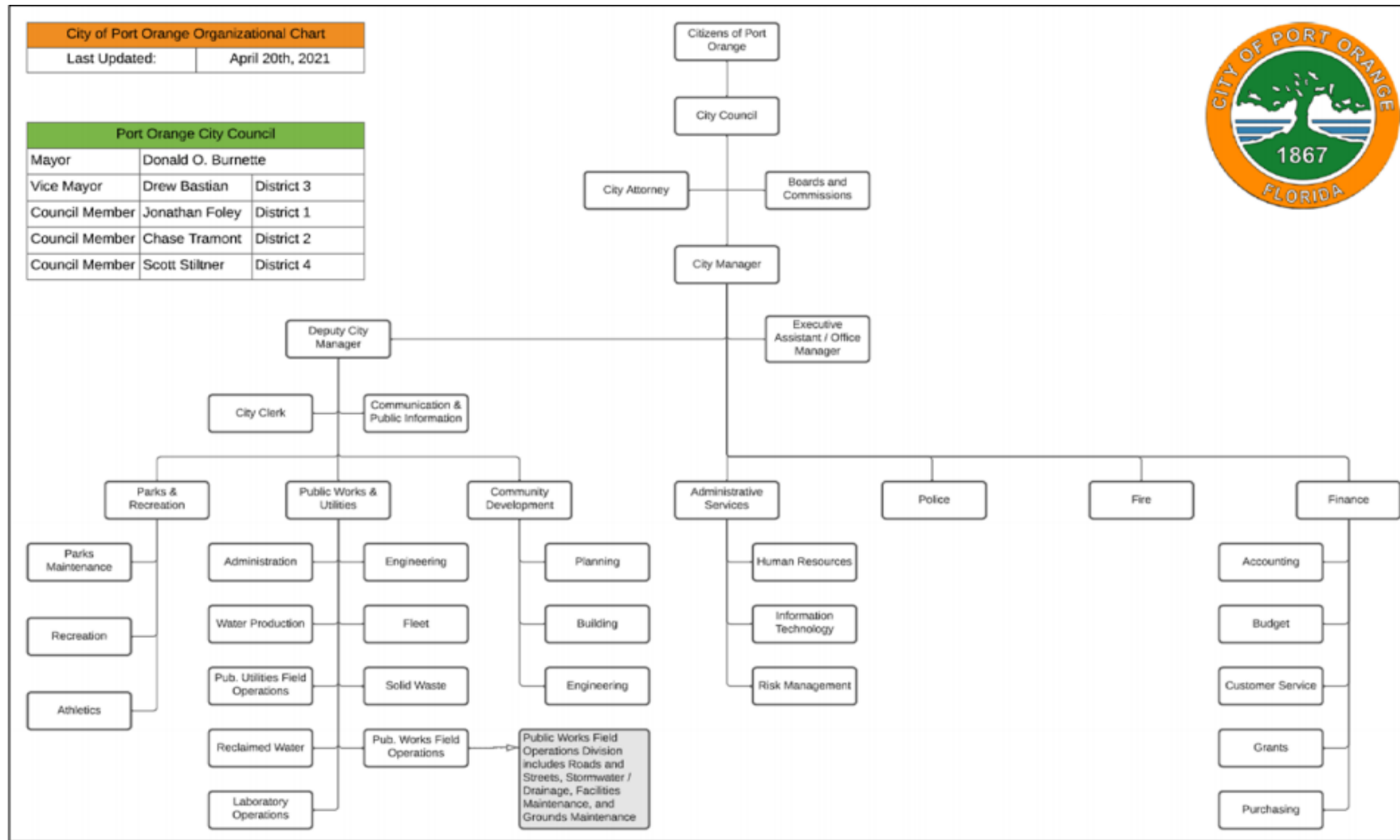
CBSA	#Days with AQI	#Days Good	#Days Moderate	#Days Unhealthy for Sensitive Groups	#Days Unhealthy	#Days Very Unhealthy
Deltona-Daytona Beach-Ormond Beach, FL	366	331	35	.	.	.

AQI Max	AQI 90th %ile	AQI Median	#Days CO	#Days NO2	#Days O3	#Days SO2	#Days PM2.5	#Days PM10
77	50	38	.	.	203	.	163	.

2.1.10 Organization

The City of Port Orange operates under the council-manager form of government with a City Council consisting of the Mayor and four other members. The Mayor and Council members are non-partisan and elected to serve four-year staggered terms. The Council is the governing board and has legislative responsibilities, including setting policy, adopting ordinances and resolutions, adopting an annual millage rate and budget, appointing committees, and appointing both the City Manager and City Attorney. The City Manager is responsible for carrying out the governing body's policies and ordinances, overseeing the City's day-to-day operations, and appointing the heads of various departments. **Figure 7** displays the City's Organizational Chart.

FIGURE 7: CITY OF PORT ORANGE ORGANIZATIONAL CHART



2.2 Socio-economic Conditions

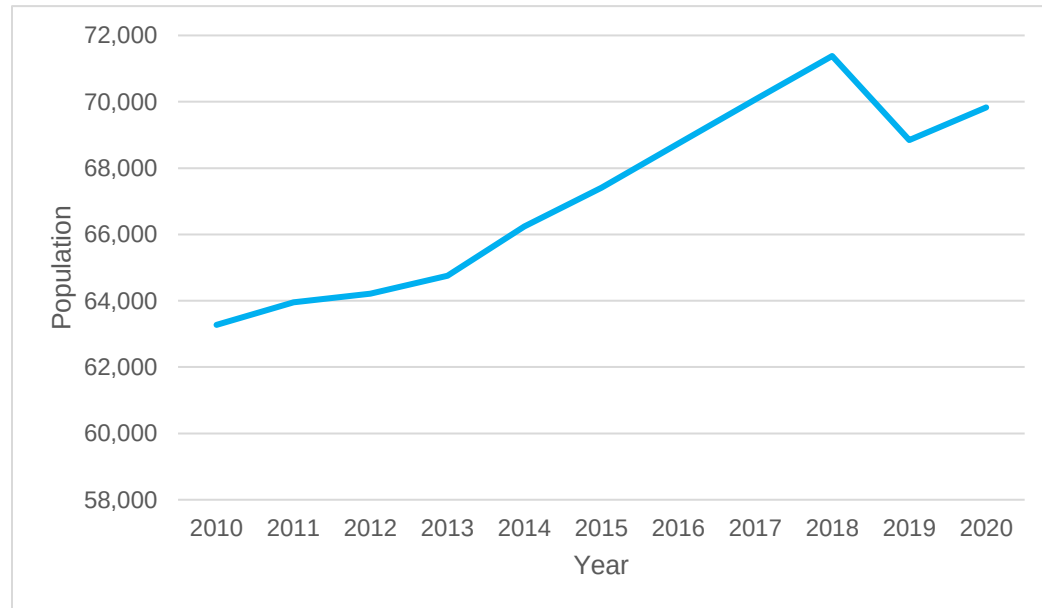
2.2.1 Population

The service area population of Port Orange has fluctuated over the past 10 years. From 2010 to 2011 the population increased by a percent difference of 1.20 percent. However, over the next two years the population continued to climb, but not at the rate seen between 2010 and 2011. From 2014 to 2017 the percent difference climbed considerably to almost 2 percent growth, to 2.66 percent growth. Over these past three years from 2018 to 2020 the rate of growth is decreasing, but the population totals are still climbing. **Table 5** displays the historical service area population.

TABLE 6: PORT ORANGE SERVICE POPULATION

Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Population	63,273	63,955	64,217	64,753	66,237	67,406	68,740	70,075	71,380	68,842	69,830
Difference		682	262	536	1,484	1,169	1,334	1,635	1,005	-2,538	988
Percent Change		1.11%	0.41%	0.83%	2.24%	1.73%	1.94%	1.91%	1.83%	-3.69%	1.41%

FIGURE 8: 2010 TO 2020 PORT ORANGE SERVICE AREA POPULATION



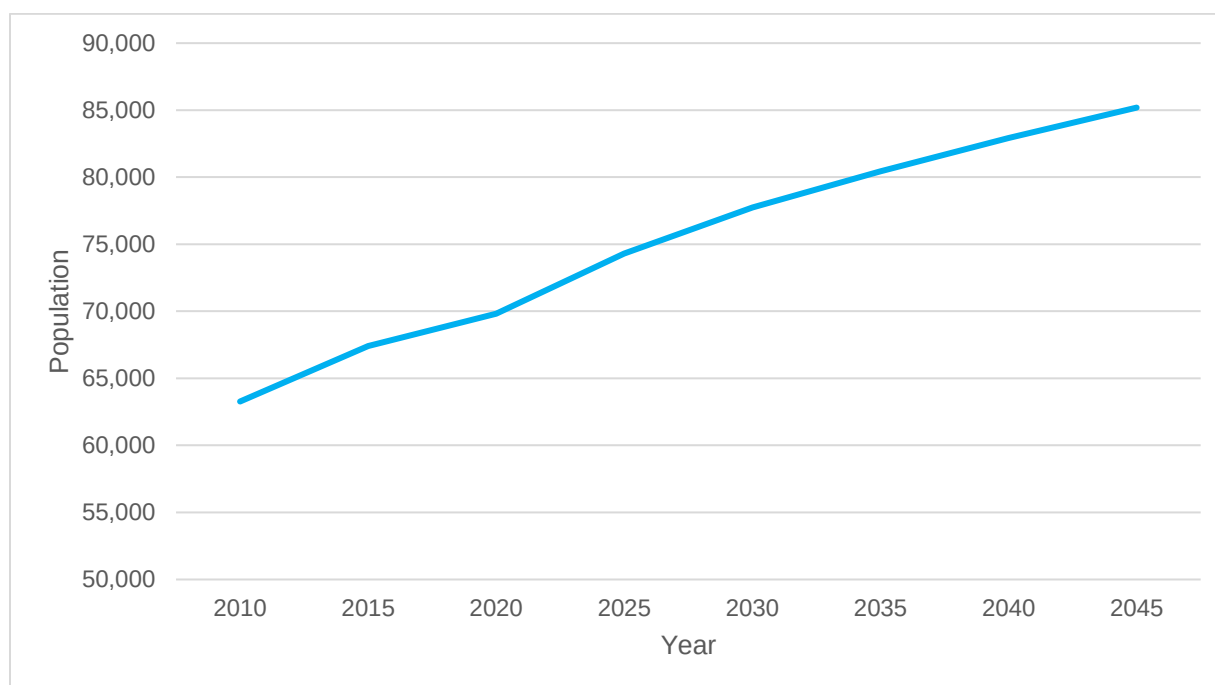
The service area population of Port Orange is expected to keep growing. Based on estimates and projections provided by Shimberg Center for Housing Studies, based on 2000 and 2010 U.S. Census data and population projections by the Bureau of Economic and Business Research (BEBR), University of Florida (UF) the population is expected to grow by approximately 1% per year. The data provided shows

the population estimates in increments of 5 years starting at 2020.

TABLE 7: PROJECTED PORT ORANGE POPULATION

Year	2010	2019	2020	2025	2030	2035	2040	2045
Population	63,273	68,842	69,830	74,302	77,747	80,452	82,922	85,193
Difference		5,569	988	4472	3,445	2,705	2,470	2,271
Percent Change		8.1%	1.4%	6%	4.4%	3.4%	3%	2.7%
Percent per Year				1.2%	0.88%	0.68%	0.60%	0.54%

FIGURE 9: 2010 TO 2040 PROJECTED PORT ORANGE POPULATION



2.2.2 Economy

The City of Port Orange is home to Thompson Pump and Manufacturing as well as another large company, Raydon Corporation. In 2010, the Raydon Corporation moved its headquarters and all operations to the City. The Raydon Corporation is a simulation training defense contractor.

Property tax values escalated by 8.3% by the end of 2020 fiscal year. The City's business district is expected to maintain its current occupancy rate with various stores, specialty shops, and commercial businesses. Residential growth is stable. Development and construction are anticipated to remain steady based upon local and regional population growth.

2.2.3 Land Use and Development

Over the past 20-years the City of Port Orange has focused its land use on growth and vitality. Now, as

the community has grown, the City's Comprehensive Plan has moved beyond growth to pursue its next endeavor, sustainability. Sustainability is focus on neighborhoods and marketplaces, on parks and civic space, on places and spaces. The foundation of a sustainable community is driven by land use, mobility, people, energy, and environment.

The City's plan to is to promote energy efficiency with a wide range of ideas. The City would like to support an increased growth in pedestrians, bicycles, and transit that reduces greenhouse gas (GHGs) emissions. The land use pattern that they City has developed is to foster the health, safety, and welfare of the residents of Port Orange. The environment is a crucial element to a sustainable community. By protecting the air, water, forests, and natural resources by preserving the significant areas and open space. The City will coordinate the intensity of future development with natural constraints such as topography, soils, floodplains, wetlands, and wildlife habitats. Increasing the job opportunities and providing for commercial and industrial development aids in the economic health of the City, needless to say an increase in the per capita income and convenience for its residents. Augmenting the functional mix of living, working, shopping, and recreational activities provides for energy-efficient land use patterns, compact development, urban infill, and redevelopment and supports a multi-modal transportation system.

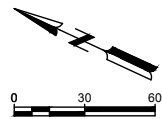
2.3 Wastewater Collection, Treatment, and Effluent Disposal

2.3.1 Treatment Process Description

The treatment process at the WWTP consists of the following unit processes:

1. Influent Pumping
 - a. East Master Lift Station (EMLS)
 - b. West Master Lift Station (WMLS)
2. Influent Structure/Headworks
3. A²O Structure
4. Secondary Clarifiers
 - a. Return activated sludge (RAS) and waste activated sludge (WAS) Pumps
5. Deep Bed Filters/Denitrification Reactors
6. Re-aeration/Chlorine (Cl₂) Contact/De-chlorination
 - a. Transfer/Outfall Pumps
7. Reclaimed Water Recharge Reservoir and Pump Station
8. Sludge Holding Tanks
 - a. Sludge Thickener
9. Belt Filter Presses
10. Reclaimed Water Storage and Pumping
11. Operations and Control Building

Figure 10 displays a site plan with the individual processes labeled. Reclaimed Water Recharge Reservoir and Pump Station is not labeled as neither are located at the WWTP site.



STRUCTURE TABLE:

- 100 WEST MASTER LIFT STATION
- 110 EAST MASTER LIFT STATION
- 120 ODOR CONTROL
- 130 INFLUENT UNIT
- 140 VACTOR TRUCK STAGING AREA
- 200 A²O UNIT
- 210 OXIC ZONE 1 BLOWERS
- 220 OXIC ZONE 2 BLOWERS
- 300 CLARIFIER #1
- 310 CLARIFIER #2
- 320 CLARIFIER #3
- 330 CLARIFIER #4
- 340 SOUTH CLARIFIERS RAS/WAS PUMPS
- 350 NORTH CLARIFIERS RAS/WAS PUMPS
- 400 DENITRIFICATION FILTERS
- 410 DENITRIFICATION FILTER PUMPS & CONTROL BUILDING
- 500 RE-AERATION & CHLORINE CONTACT
- 510 REUSE TRANSFER PUMPS
- 520 OUTFALL PUMP STATION
- 530 CHLORINE & SULFUR DIOXIDE CONTROL
- 540 NaOCL STORAGE
- 550 METHANOL ALUM UNIT
- 560 COAGULATION / FLOCCULATION BASIN
- 570 DISC FILTER
- 600 RECLAIMED WATER GROUND STORAGE TANK
- 610 RECLAIMED WATER PUMP STATION
- 700 DIGESTER (1ST STAGE)
- 710 DIGESTER (2ND STAGE)
- 720 DIGESTER (3RD STAGE)
- 730 DIGESTER BLOWERS
- 740 SLUDGE THICKENER
- 750 SLUDGE PRESS BUILDING
- 800 OPERATIONS BUILDING
- 810 COLLECTIONS OFFICE BUILDING
- 820 MAINTENANCE SHOP BUILDING
- 830 COVERED STORAGE AREA
- 840 MAINTENANCE STORAGE BUILDING
- 850 CENTRAL LAB BUILDING
- 860 COVERED STORAGE
- 900 EMERGENCY GENERATOR AND FUEL TANK
- 910 EMERGENCY GENERATOR AND FUEL TANK
- 920 ELECTRICAL BUILDING
- 930 EMERGENCY GENERATOR

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

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WATER RECLAMATION FACILITY
PROCESS CONVERSION AND
UPGRADE
PORT ORANGE, FLORIDA

ISSUED

NOT FOR CONSTRUCTION

RAW NO. 1000715-211394.01
DATE:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DO NOT SCALE DRAWINGS
SHEET CONTENTS
EXISTING WWTP
SITE PLAN

SHEET NO.

FIG.10

2.3.1.1 Influent Pumping

Raw sewage entering the plant flows to one of two master lift stations (MLS), East and West (EMLS and WMLS). The pump stations discharge into a common 36" diameter header feeding the influent structure. A single magnetic flow meter records influent flow from both pump stations, and in-house process water that gravity flows to the EMLS and WMLS.

There are a total of five (5) influent pumps, each on variable frequency drives rated for 5,200 gallons per minute (gpm). With one of the influent pumps out of service, the combined capacity is 20,800 gpm. The EMLS has three (3) pumps, the WMLS has two (2). The hydraulic peaking factor used in the design of the system facilities is 2.0 x average daily flow (ADF) or 16,670 gpm (24 MGD).

Influent Structure/Headworks

Raw sewage is pumped into the elevated influent structure. Two mechanical bar screens, 3 mm stepscreens, in parallel remove rags and plastic from the influent stream. The screens are designed to capture all particles larger than 3 mm and process 1.6 cubic yards of material per hour.

Flow from the screens enters the centrifugal grit removal "Teacups". The four (4) teacups have a rated capacity of 24.0 MGD. A bypass weir passes all flow exceeding 24.0 MGD. The Teacups were originally designed for 90+% grit removal at design flows. **Figure 11** displays the influent structure.

FIGURE 11: INFLUENT STRUCTURE



2.3.1.2 A²O Treatment Structure

The City of Port Orange WWTP has an anaerobic-anoxic-aerobic (A²O) treatment process for biological treatment which removes nitrogen and phosphorous from wastewater. Treated influent and RAS enters the anaerobic mixing zones and flows through to the anoxic mixing zones where it is blended with internal recycle flow from the last oxidic zone. Blended mixed liquor is aerated by fine bubble diffused aeration in the oxidic zones prior to secondary clarification.

At design flow rates the process achieves 95% BOD reduction and reduces soluble NO_x and phosphorous levels to 10.0 and 1.0, respectively. Internal recycle capacity for each train is 200% of ADF with one pump out of service. **Figure 12** shows an overview of the biological nutrient reduction (BNR) structure.

FIGURE 12: A²O TREATMENT STRUCTURE



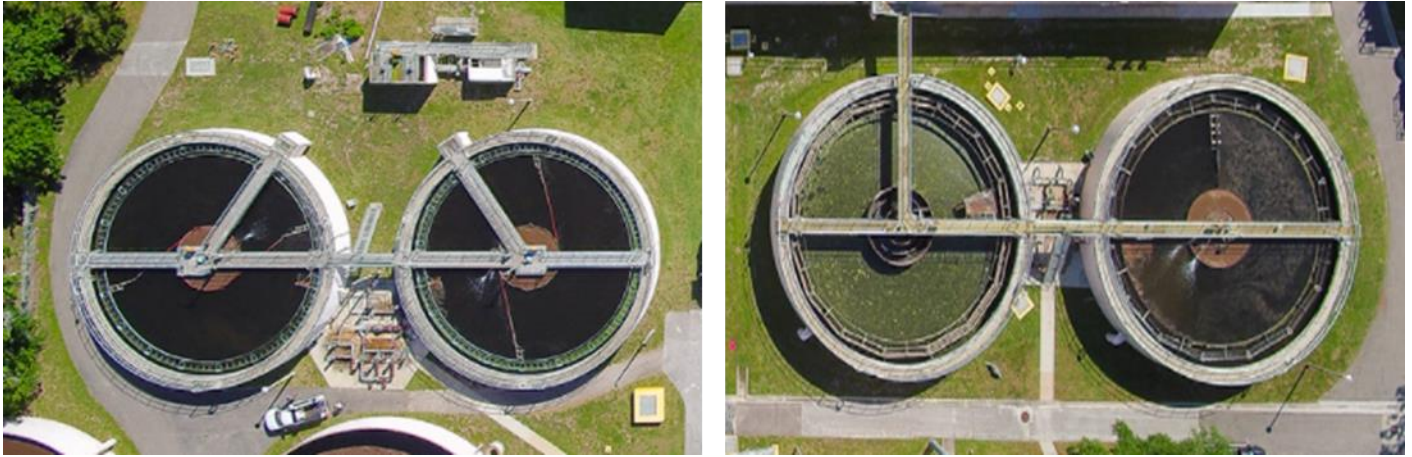
2.3.1.3 Secondary Clarifiers

Flow from the oxidic zones is directed to one of four (4) clarifiers. All clarifiers are 80 feet diameter circular structures with a 12-foot sidewater depth. The surface loading rates for each are approximately 600 gallons per day (gpd) per square foot under average daily flow conditions. The central stilling wells in the clarifier enhance sludge settling properties.

Return sludge and waste sludge pumping is accomplished at two (2) locations. Each pair of clarifiers is served by three (3) RAS pumps and two (2) WAS pumps. The return sludge capacity is 2,100 gpm, with

one pump out of service. This capacity represents a 50% return sludge rate under design flow conditions. **Figure 13** displays the existing secondary clarifiers.

FIGURE 13: EXISTING CLARIFIERS



2.3.1.4 Deep Bed Filters/Denitrification Reactors

Clarified effluent flows by gravity to the deep bed filtration units. Six (6) filter bays with mixed media and supplemental carbon feed facilities provide for suspended solids reduction and effluent nitrate reduction.

The surface loading rate for each of the filters is 2.48 gpm per square foot. The filters are designed for continuous operation and have automatic controls for backwash and "bump" cycles.

One supplemental carbon feed pump is in place for supplemental carbon feed. Supplemental carbon is fed prior to filtration and acts as a carbon source to drive the reduction of effluent nitrate. The filters are capable of producing effluent with total $\text{NO}_x \leq 3.0$ milligrams per liter (mg/L). The current permit does not limit $\text{TN} \leq 3.0$ mg/L; therefore, a target $\text{TN} = 6.0$ mg/L is typically achieved. **Figure 14** shows an aerial of the deep bed filters. The City is currently preparing design plans to upgrade the filters and controls.

FIGURE 14: DEEP BED FILTERS



2.3.1.5 Re-aeration/Chlorine Contact/De-chlorination

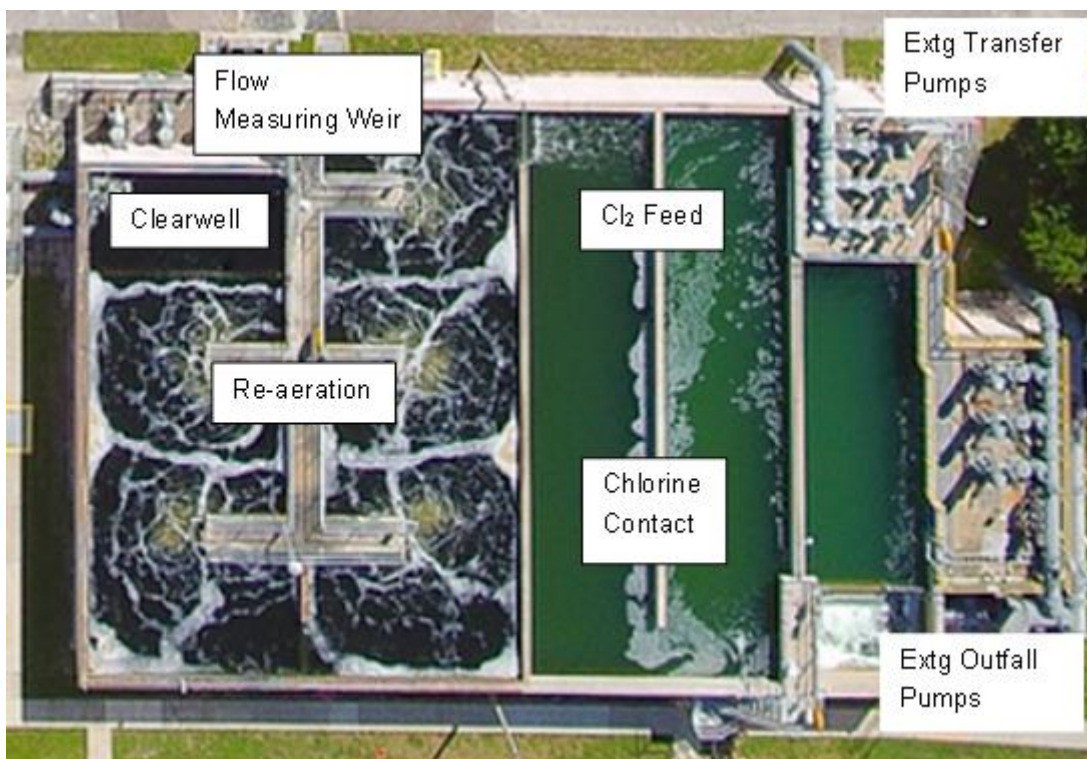
The existing clearwell is an 11.5_l feet (ft) x 14_w ft x 11.5_d ft rectangular basin. The deep bed filter effluent is pumped to the clearwell using four (4) 5,600 gpm clearwell feed pumps. The water in the clearwell spills over a weir into the reaeration basin.

Five (5) submersible aerators are in place to elevate soluble dissolved oxygen levels. Reaeration chamber volume is 47,000 cubic feet, hydraulic detention time is 42 minutes.

The chlorine contact chamber volume is 45,000 cubic feet, hydraulic detention time is 40 minutes, under average daily flow conditions and 20 minutes at peak daily flow (PDF). High level disinfection is provided for public access reuse (PAR) production. The liquid sodium hypochlorite is paced by flow meters. **Figure 15** shows an aerial of the clearwell/re-aeration/chlorine contact basins.

The City has two outfalls for effluent disposal: the Halifax River and the Lakes. Outfall to the Halifax has a pumped capacity of 24 MGD and a gravity capacity of 9 MGD. Effluent transmission to the lakes is approximately 8 MGD via an existing 24" force main.

FIGURE 15: CLEARWELL/CHLORINE CONTACT/DE-CHLORINATION BASIN



2.3.1.6 Reclaimed Water Recharge Reservoir and Pump Station

The City of Port Orange owns and operates a reclaimed water reservoir storage and pump station facility. The reservoir provides aquifer recharge, seasonal reuse storage, wetland outfall and filtration for reuse recovery. The facility includes the following:

- Two (2) reclaimed water recharge/storage reservoirs, 175 acres of total area, 180 million gallon (MG) total volume at 3-foot depth
- 6,000 gpm high service reuse pump station building
- 3 MG ground storage tank
- On-site reclaimed filtration and disinfection facility

Figure 16 exhibits the reclaimed water reservoirs.

FIGURE 16: RECLAIMED WATER RECHARGE RESERVOIR



2.3.1.7 Sludge Handling

WAS is removed from the treatment process on a daily basis in order to manage sludge age. Calculations for volume of WAS removed from the process are provided below:

Port Orange operates three (3) aerated sludge holding tanks. Each has a capacity of 120,500 cubic feet, the total volume available is 361,500 cubic feet or 2,704,000 gallons (gal). Typical WAS concentration is approximately 1.0% ($\pm$).

Each aerated holding basin has coarse bubble air diffusers, which provide mixing and aeration for digestion. The biosolids are aerated by three blowers: (2) 150 horsepower (hp) and (1) 100 hp. The combined capacity of the aerated holding tanks provides approximately 9.0 days of storage volume.

Biosolids are transferred from the three holding tanks to the sludge thickener where the sludge is allowed to settle by gravity, assisted by occasional pulses of air, and is decanted to approximately 2% solids content. Decanting is not performed in the three primary aerobic digesters.

The thickener is 40 ft diameter with a side water depth of 15.0 ft. The thickener can hold 141,000 gal or which represents a minimum of 0.5 days storage. Decanted sludge is then pumped to the belt filter presses.

Figure 17 shows the three (3) sludge holding tanks and the sludge thickening tank.

FIGURE 17: SLUDGE HOLDING TANKS AND THICKENERS



2.3.1.8 Belt Filter Presses

Five (5) belt filter presses are available for use at the sludge press facility. Each press is fed by a variable speed progressing cavity pump and an emulsion polymer mixing unit. All components are controlled by the press control panels.

The five (5) belt presses onsite are capable of dewatering the biosolids to 13-15% solids content. The dewatered biosolids are loaded into a dump truck for hauling and disposal. The truck provides the following storage capacity:

$120,000 \text{ gpd (2\%/14\%)} = 17,143 \text{ gpd @ 14\%}$

Truck Volume: $40 \text{ cubic yard (CY) (27 ft}^3\text{/CY) (7.48 gal/1 ft}^3\text{)} = 8,078 \text{ gal}$

The City has at least two (2) sludge truck on site at all times. Each truck provides 0.5 days of biosolids storage.

Figure 18 shows a picture of the belt filter presses.

FIGURE 18: BELT FILTER PRESS



2.3.1.9 Reuse Storage, Pumping and Effluent Discharge

The City of Port Orange WWTP site has reclaimed water storage and high service pumping. The site components include:

- 3 MG ground storage tank at the WWTP
- 9,000 gpm high service pump station
- 3 MG GST & 6,000 gpm pump station at Williamson Blvd.

The City currently utilizes three (3) 8,300 gpm pumps to transfer effluent to their on-site ground storage tank. These pumps also have the ability to discharge effluent to the Halifax River. **Figure 19** shows an aerial of the WWTP's ground storage tank and high service pump station building.

The WWTP is currently permitted to discharge upto 24 MGD to Halifax river via its existing 24-inch outfall discharge pipe. The existing outfall pipe can handle upto 9 MGD by gravity flow. When flows exceed

9 MGD, the three (3) outfall transfer pumps can convey 24 MGD via the 24-inch forcemain to the river.

FIGURE 19: HIGH SERVICE PUMP STATION AND STORAGE TANK



2.3.2 Physical Condition and Treatment Efficiency

This section addresses the physical condition and treatment efficiency of the unit processes at the Port Orange WWTP and identifies components needing upgrades/replacement.

2.3.2.1 Influent Pumping

The Port Orange WWTP has two (2) master lift stations (MLS), the EMLS and WMLS. The WMLS was rehabilitated in 2012.

COMPONENT's	EAST MLS	WEST MLS
Structure	Good	Good
Pumps	Poor	Fair
Electrical	Poor	Poor
Instrumentation	Fair	Fair
#/Capacity (All on variable frequency drives (VFD's))	Three (3) Pumps, each rated @ 5,200 gpm	Two (2) Pumps, each rated @ 5,200 gpm
Treatment Efficiency	All pumps experience somewhat frequent clogging due to rags requiring maintenance attention.	

Design is complete for replacement of all pumps, valves, and fittings in the EMLS. Construction will commence in 2023. Replacement of influent pumps, valves, piping, and related equipment in the WMLS pump station is recommended. Primary screening upstream of both the EMLS and WMLS is also evaluated herein.

2.3.2.2 Influent Structure/Headworks

The influent structure accepts flow from both MLS's. The influent structure includes self-cleaning bar screens and centrifugal grit removal equipment. The City replaced the bar screens in 2020.

The headworks is served by an Activated Carbon Odor Control system that was rebuilt in 2011. The grit "Teacups" are in poor condition with interior failures and exterior rust. Both bar screens and the control panel were replaced in 2020. A new belt for the grit "snail" was replaced in 2016.

COMPONENTS	CONDITION
Structure	Good
Barscreens, (2 each)	Good
Grit "Teacups", (4 each)	Poor
Grit "Snail"	Fair
Odor Control	Good
Electrical	Fair
Instrumentation	Poor
Capacity	16,667 gpm
Treatment Efficiency	Removes rags, plastic, and grit particles

2.3.2.3 A²O Process

The biological nutrient removal process consists of two (2) parallel 6 MGD process trains. Each train consists of three (3) anaerobic mixing zones, three (3) anoxic mixing zones and eight (8) oxic aeration chambers.

COMPONENTS (per Train)	NORTH TRAIN	SOUTH TRAIN
Structure	Fair	Fair
Mixers, (6) 5hp	Fair	Fair
Aeration: (3) 150 hp Blowers + Fine Bubble Diffusers	Good	Good
I.R. Pumps, (3)	Poor	Poor
Electrical	Fair	Fair
Instrumentation	N/A	N/A
Capacity	6 MGD	6 MGD
Treatment Efficiency	95% BOD reduction, nitrogen & phosphorous reduction	

Multiple BNR process conversion technologies to achieve TN and TP reduction below 3.0 mg/L and 1.0 mg/L biologically within the BNR structure will be evaluated in the next section. Replacement of mechanical mixers with parabolic, non-fouling mixers, in tank aeration equipment with process specific diffusers and aeration, and existing weir gates and sluice gates is recommended. Evaluation of centrifugal blowers with hybrid positive displacements (PD's) vs. variable speed turbo blowers is recommended. Installation of nutrient analyzers capable of analyzing effluent stream from both process trains is recommended.

2.3.2.4 Secondary Clarifiers

Each process train is served by two (2) clarifiers. Train #1, North, is served by clarifiers #1 and 2. Train #2, South, is served by clarifiers #3 and 4. The North clarifiers were rehabilitated in 2012.

COMPONENT	CLARIFIER #1	CLARIFIER #2*	CLARIFIER #3	CLARIFIER #4*
Structure	Good	Good	Good	Good
Drive Mechanism	Fair	Fair	Fair	Fair
Collection Mechanism	Fair	Poor	Poor	Fair
Weirs & Launderers	Fair	Fair	Good	Fair
Electrical	Good	Good	Poor	Poor
Capacity	3 MGD	3 MGD	3 MGD	3 MGD

*Clarifier was not in use during inspection

Replacement of ported sludge collection system with spiral blade system and scum troughs with full length skimmers and troughs is recommended. Evaluation of submerged weirs vs. fiberglass weir covers is recommended.

2.3.2.5 RAS and WAS Pumping

The RAS and WAS pumping is in generally good condition. The second RAS pump in the south train was recently replaced. The first and third RAS/WAS pumps are planned to be replaced.

CONDITION	NORTH TRAIN	SOUTH TRAIN
Structure	Good	Good
R.A.S. Pumps, (3) 7.5hp	Poor	Good/Poor*
Capacity	1050 gpm each	1050 gpm each
W.A.S. Pumps, (2) 3.0hp	Fair	Fair
Capacity	250 gpm each	250 gpm each
Electrical	Fair	Poor
Instrumentation	Poor	Poor

*There is one new 'chopper' style pump in good condition

Replacement of existing RAS and WAS pumps, valves, piping, and flow meters is recommended.

2.3.2.6 Deep Bed Filters/Denitrification Reactors

The City operates six (6) parallel deep bed filters. The filter structure is equipped with automatic bump, backwash and chemical feed facilities. The facility previously used methanol to feed filter influent for denitrification and has recently switched to glycerin for this purpose. Media is added on an as-needed basis.

COMPONENTS	CONDITION
Structures	Good
Piping & Valves	Poor
Blowers, (3)	Good
Backwash Pumps, (2)	Good
Dirty Backwash, (2)	Poor
Electrical	Fair
Instrumentation	Fair

It is recommended to decommission and abandon methanol feed systems in conjunction with BNR upgrades. Replace existing flow meters, level sensors and ancillary devices. Replace filter media, pumps, and blowers. Construct covers for filter structure to reduce algae growth and associated maintenance. Construct elevated walkways connecting filter structure to chlorine contact chamber (CCC) and clarifiers #1 through #4.

2.3.2.7 Disinfection and Transfer

Flow from the deep bed filters is directed to the clearwell and reaeration chamber. Submersible aerators elevate dissolved oxygen levels prior to chlorine contact and transfer to the reuse storage tank. All flow not transferred to reuse is dechlorinated prior to discharge to the Halifax River.

COMPONENTS	CONDITION
Structures	Good
Clearwell Pumps, (4)	Poor
Aerators, (5)	Good
NaOCl Equipment: (3) diaphragm pumps	Good
NaHSO ₃ Equipment: (2) diaphragm pumps	Good
Transfer Pumps, (3) 40hp	Poor
Electrical	Fair
Instrumentation	Good
Outfall/Transfer Pumps, (3) 75hp	Fair

It is recommended to replace clearwell transfer pumps, replace submersible aerators, replace all flow meters, level sensors, chlorine analyzers and ancillary devices. Replace bi-sulfite feed and distribution equipment as necessary. Evaluate and replace existing outfall and transfer pumps as necessary. Evaluate covers to reduce maintenance and CL consumption.

2.3.2.8 Reclaimed Water Storage and Pump Station

A 3 MG ground storage tank is located at the treatment plant site. The interior of the tank was inspected in 2012. There is no indication of current or historical leaks.

COMPONENTS	CONDITION
Structures	Good
Pumps: (1) 350hp + (3) 250hp	Good
Capacity: (1) xxx gpm + (3) xxx gpm	Fair
Electrical	Poor
Instrumentation	Fair

It is recommended to prepare recommendations for replacement of existing high service pumps, VFD's and related equipment, as necessary. Evaluate the existing storage tank and ancillary equipment. Prepare planning level designs and cost estimates for installation of VFD's at the reclaimed water reservoir site. Prepare conceptual designs and cost estimates for a 2nd storage tank at the reservoir site, install a flow meter for tank discharge into Lake A. Evaluate existing filtration and chemical feed systems at reclaimed reservoir.

2.3.2.9 Sludge Handling Facilities

The City operates three (3) aerobic digesters, a gravity thickener and five (5) mechanical belt presses for sludge dewatering. All biosolids are transferred for further treatment to a contracted biosolids treatment facility (BTF) which is permitted by FDEP. The belt press structure was rehabilitated in 2009. The digesters were cleaned in 2016.

Digesters

COMPONENTS	CONDITION
Structures	Good
Mechanical Piping	Good
Blowers, (2) 150hp + (1) 100hp	Poor
Transfer Pumps (2) (to Thickener)	Fair
Electrical	Poor
Instrumentation	N/A

It is recommended to evaluate the current sludge digestion and thickening practices and prepare recommendations for future sludge management practices. Evaluate replacement of blowers, aeration grids and ancillary equipment in conjunction with digester assessment. Replace all VFD's, motor starters and ancillary devices. Remove and replace existing blower enclosure. Relocate blower electrical equipment to a new structure.

Aerated Thickener

COMPONENTS	CONDITION
Structures	Good
Aerator	Good
Electrical	Poor
Instrumentation	N/A
Treatment Efficiency	Thickens sludge to 2% solids

Dewatering Facilities

The City of Port Orange WRF operates 5 belt presses, thickening sludge to approximately 15% solids. All 5 belt presses were rebuilt in 2007.

COMPONENTS	CONDITION
Structures	Fair
Feed Pumps	Good
Pipes	Poor
Belt Presses*, (5)	Fair
Sludge Pumps, (5)	Fair
Polymer Pumps, (5)	Fair

The belt filter presses are greater than 20 years old. Replacement of (5) existing with (4) new belt filter presses or screw presses is recommended. Replace all VFD's, meters, sensors, and ancillary systems.

3. Alternatives Evaluation and Selection

3.1 Approach

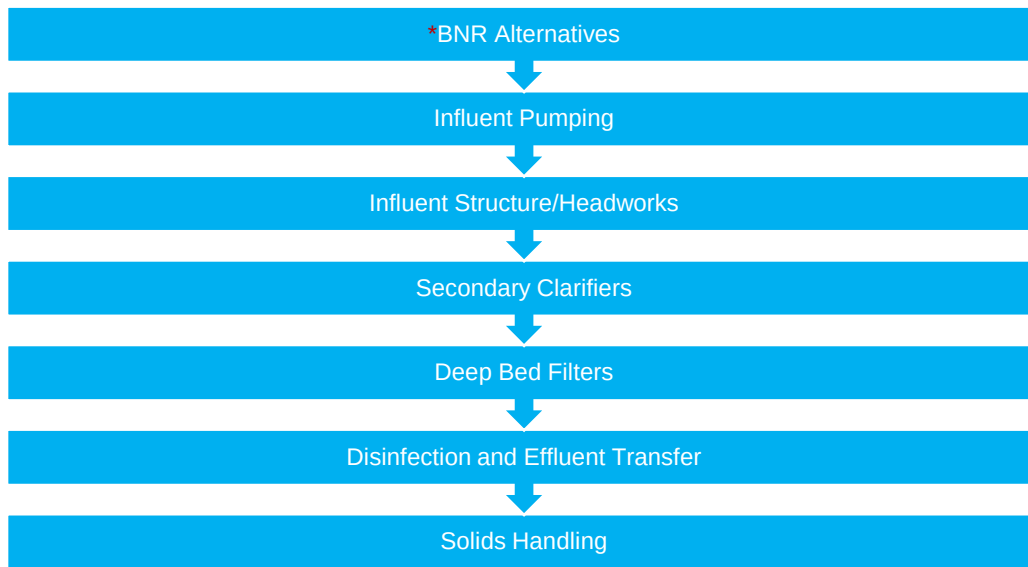
All major processes being considered shall be evaluated and three (3) alternatives will be developed to maximum extent possible. The alternatives will include a “No Action” alternative where applicable.

The evaluation will include process design comparisons with cost estimates for each alternative. An evaluation matrix will be developed to summarize the comparison and recommendation of preferred alternative. The evaluation matrix will include the following criteria:

- **Cost** – This criterion involves comparing total cost of construction (with present worth analysis) for the required process. The scoring scale is between 1-3 with 3 being the lowest cost option and 1 being the highest cost option
- **Compatibility** - This criterion measures the complexity of operating an existing process while modifications/upgrades are made at the WWTP to switch to the new process. The scoring scale is between 1-3 with 3 being the least complex option and 1 being the most complex option.
- **O&M/ Reliability** - This criterion compares the O&M/Reliability of each option once the modifications at the WWTP is complete. The scoring scale is between 1-3 with 3 being option with lowest O&M and highest reliability and 1 being option with highest O&M and least reliability.

In addition, the evaluation of the processes will begin with the evaluation of the BNR alternatives required to address the AWT standards. Each BNR alternative can potentially impact other upstream and downstream processes and thereby will be taken into considerations. The evaluation shall follow process flowchart as shown in **Figure 20**.

FIGURE 20 - EVALUATION PROCESS FLOWCHART



*This analysis starts with BNR evaluation due to upstream process considerations.

3.2 Biological Nutrient Reduction (BNR) Facilities

The options being considered for BNR facilities is as follows:

A-1 5-Stage BNR Carrousel Oxidation Ditch

A-2 5-Stage Integrated Fixed Film Activated Sludge (IFAS)

A-3 Aerobic Granular Sludge (AGS) Technology

Descriptions, cost estimates and figures depicting the alternatives are detailed below:

3.2.1 Option A-1 - 5-Stage BNR Carrousel Oxidation Ditch

A 5-stage BNR Bardenpho® Carrousel Oxidation Ditch design was evaluated to address the Advanced Wastewater Treatment (AWT) permit requirements while trying to optimize the existing WRF infrastructure. A 5-stage BNR Carrousel Oxidation Ditch will include the following:

- Anaerobic Zone
- Pre-Anoxic Zone
- Aerobic Zone
- Post-Anoxic Zone
- Reaeration Zone

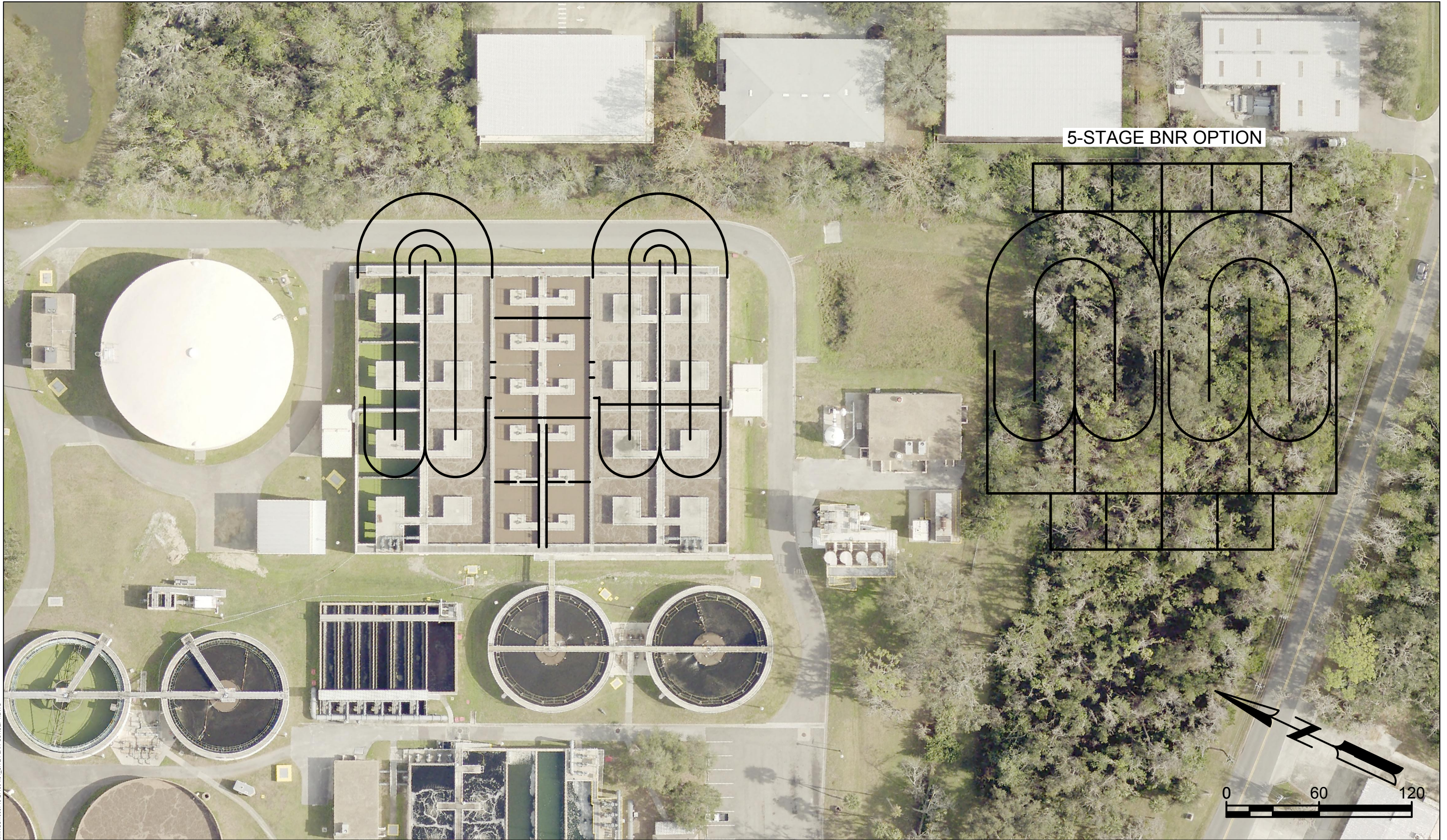
A 50-50% Flow Split design was evaluated for this option:

- 50% flow (6 MGD) shall be treated in the existing basins after modifying them to 5-stage BNR Bardenpho Carrousel system
- 50% flow (6 MGD) shall require new construction of 5-stage BNR Carrousel oxidation ditch

There shall be a total of four (4) trains and includes:

- Two (2) Trains in within existing basin volumes. New influent channel will be constructed on top of the existing structure.
- Two (2) Trains in new construction

The arrangement is shown in **Figure 21** and details on basin sizing of the proposed BNR process are detailed in **Table 8**.



5-STAGE BNR OPTION

OVIVO 5-STAGE BNR PROCESS
(STRUCTURE # 200)

**Mead
& Hunt**
FIGURE 21



TABLE 8: 5-STAGE BARDENPHO BASIN SIZING

Treatment Zone	Located at	Available Volume (ft ³)	Required Volume (ft ³)
Anaerobic	1. Reuse Existing A ² O Basin Volume 2. New External BNR Basin	83,640	195,700
First Anoxic	1. Reuse Existing A ² O Basin Volume 2. New External BNR Basin	124,418	289,400
Aerobic	1. New Carousel using a Portion of Existing A ² O Basin Volume 2. New External Carousel Oxidation Ditch	435,581	1,102,000
Second Anoxic	1. Reuse Existing A ² O Basin Volume 2. New External BNR Basin	64,770	149,400
Reaeration	1. Reuse Existing A ² O Basin Volume 2. New External BNR Basin	16,906	39,080
TOTAL BASIN VOLUME		725,315	1,775,580

The available volume of 725,315 ft³ is 1,050,265 ft³ less than the required volume of 1,775,580 ft³. The proposed layout of BNR basins is presented in Appendix A. It is noted that due to WWTP site constraints of available land (as shown in **Figure X**), no new construction including new trains for BNR oxidation ditches is possible. Therefore, the Option A-1 is not evaluated any further.

3.2.2 Option A-2 - 5-Stage IFAS

The IFAS processes is a continuous flow through, non-clogging bio-film reactors containing “carrier elements” or media with high specific surface. The media does not require backwashing or cleaning.

The biomass that treats the wastewater is attached to the surfaces of the media. The media is designed to provide a large, protected surface area for the biofilm and optimal conditions for biological activity when suspended in water. Polyethylene media of different shapes and sizes provide flexibility to use the most suitable type depending on wastewater characteristics, discharge standards and available volumes. Density of the media is slightly less than water.

The IFAS process is considered for upgrading the existing A²O system within existing tankage for AWT criteria and challenging nitrification requirements. This is accomplished by adding media directly to activated sludge reactors to enhance the growth of the autotrophic bacteria. The IFAS system is capable of meeting AWT effluent requirements at low solids retention times (SRTs) and short hydraulic retention times (HRTs).

The proposed design option is a customized solution to incorporate AnoxKaldnes IFAS system into the existing A²O system to achieve biological nutrient removal. Since this is a retrofit design, to take best

advantage of the walls of existing tanks and minimize demolition/construction, the total plant flow shall be split into two trains.

Each process train is designed to:

- Keep both the existing three-stage anaerobic selector
- Keep existing three-stage pre-anoxic reactor
- Following the last stage of the pre-anoxic reactor, the flow of each train is further split into two (2) sub-trains to include:
 - One (1) Swing zone reactor,
 - One (1) IFAS reactor
 - One (1) Polishing reactor
 - One (1) Post-anoxic reactor
 - One (1) Re-aeration reactor.

Provisions for glycerin and alum addition are based on max month conditions and a Total Kjeldahl Nitrogen (TKN) and TP concentrations in the raw wastewater of 40 mg/L and 6 mg/L, respectively. Reduction of chemicals by dynamic online control of the nutrient removal will be considered in the detailed design. The yearly average chemical consumption quantities for both chemicals will be significantly lower than the max month quantities. Equipment for adding chemicals shall be provided to ensure that effluent AWT requirements can be met under all circumstances.

Implementing a swing zone as a first stage after the existing pre-anoxic reactors shall provide a more flexible process that will minimize glycerin addition by allowing increased internal mixed liquor recirculation (IMLR) flow rate and ensure that more of the produced nitrate will be removed by the BOD in the raw influent. The flexibility of adding air to the swing reactor will ensure that during high TKN loads the ammonium effluent requirements will be met.

In order to implement dynamic controls in the BNR process, ammonium analyzers as well as nitrate probes will be implemented as part of this project. The PLC controls shall include:

- Swing Zone Phase Control
- IMLR Flowpacing Control
- Ammonium based DO control in all three Oxidic zones (Swing, IFAS and Polishing)
- Glycerin addition Control
- Alum Addition Control (will require an additional phosphate analyzer but not included in current scope)

The mixing of the media within the IFAS reactors is provided by a medium bubble aeration system in aerobic application, whereas specially designed submersible mixers are used in anoxic environments for denitrification.

Figure 22 displays a typical IFAS reactor and media with air grids and media retention screens.

FIGURE 22: IFAS REACTOR AND MEDIA

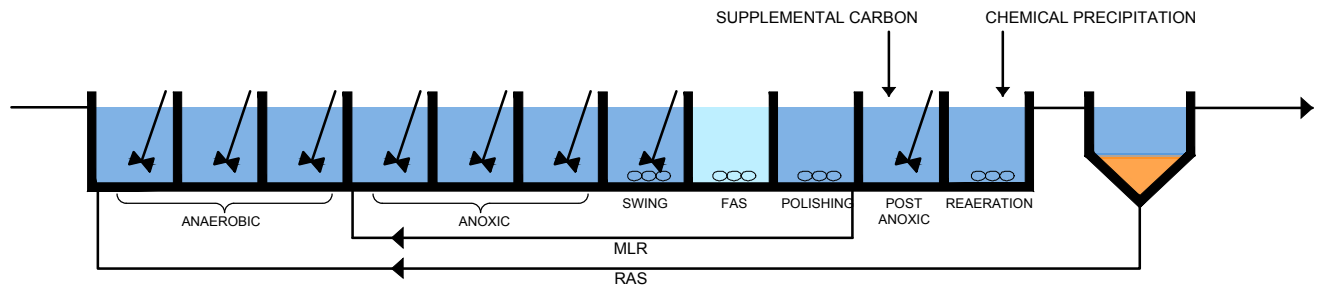


The proposed system consists of two trains as shown in **Figure 23**. Each train consists of a three-stage anaerobic selector, a three-stage pre-anoxic reactor, two swing reactors, two IFAS reactors, two polishing reactors, two post-anoxic reactors and two re-aeration reactors.

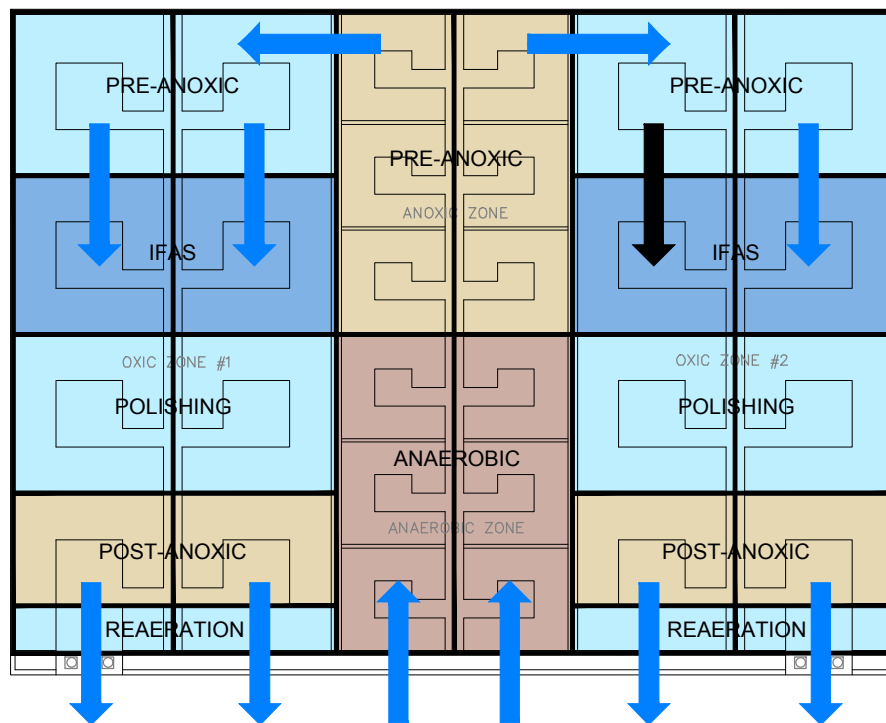
The design is based on the WWTP influent wastewater characteristics and incorporating peak flow conditions for screen design purposes only. The design assumes that the raw influent wastewater is biodegradable, no toxic compounds are present, sufficient alkalinity is available to avoid pH depressions, that the chemical oxygen demand (COD)/BOD ratio is between 1.7 and 2.3, and that none of the equipment provided would be used in a classified area.

The headworks will be designed to prevent passage of unscreened or poorly screened wastewater into the media reactors, including during maintenance or high-flow bypass events.

To provide compatibility with the AnoxKTM5 media and sieves, the plant's headworks will include perforated mesh screens with a maximum of 3 mm diameter openings for removal of particulate matter prior to entering the AnoxKaldnes IFAS reactors. **Table 9** displays the influent design parameters for this project.



IFAS SYSTEM PROCESS SCHEMATIC



PROPOSED IFAS CONFIGURATION



PROPOSED IFAS DESIGN SCHEMATIC (STRUCTURE 200)



FIGURE 23

TABLE 9: INFLUENT DESIGN BASIS

Parameter	Units	Design Values
Flow, Design	MGD	12
Flow, Peak Hourly	MGD	24
BOD ₅ , Design Flow	mg/L	182
TSS, Design Flow	mg/L	270
TKN, Design Flow	mg/L	40
TP	mg/L	6
Min/Max Temperature	°F	68/82.4

Table 10 shows the effluent objectives of the proposed IFAS system.

TABLE 10: EFFLUENT OBJECTIVES - 30 DAY AVERAGE

Parameter	Units	Values
cBOD ₅	mg/L	5.0
TSS	mg/L	5.0
TN	mg/L	≤ 3.0
TP	mg/L	≤ 1.0

Per Veolia's design, a blower capacity of 15,000 standard cubic feet per minute (SCFM) is required. This will be accomplished by utilizing the plant's existing (6) 3400 SCFM Hoffman centrifugal blowers working in conjunction with new positive displacement or hybrid blowers or a replacement of all existing blowers.

Currently, influent average TKN and TP values of 45 mg/L and 11 mg/L, respectively, have been measured. Port Orange has no industrial flow and historical BOD values are in the 200 mg/L range. Elevated TKN and TP values are partially attributable to side stream flows from sludge dewatering operations. Measured TP values in press side streams are greater than 20 mg/L. We recommend modification of aerated sludge holding operations to reduce HRT in order to decrease Bio-P release during dewatering operations. This will decrease influent TKN and TP concentrations; however, final design considerations will need to account for elevated values that cannot be mitigated.

Specifically, the clarifiers may need to be modified to allow for average mixed liquor suspended solids (MLSS) values of 3,500 mg/L – 4,000 mg/L. Additionally, micro 'C' and alum addition can enhance removal of NO₃ and TP. Any residual micro 'C' will facilitate supplemental TN reduction in the deep bed filters. Aeration capacity will be sized to facilitate enhanced nitrification. This combination of factors will enable reliable effluent TN and TP reduction below 3 mg/L and 1 mg/L, respectively.

The arrangement and basin sizing of the proposed BNR process are detailed in **Table 11**.

TABLE 11: IFAS BASIN SIZING

Treatment Zone	Located at	Total Required Volume (ft ³)
Anaerobic	1. Reuse Existing BNR Basin for 6 Reactors	91,800
Pre-Anoxic	1. Reuse Existing BNR Basin for 6 Reactors	91,800
Swing	1. Reuse Existing BNR Basin for 4 Reactors	118,544
IFAS	1. Reuse Existing BNR Basin for 4 Reactors	118,544
Polishing	1. Reuse Existing BNR Basin for 4 Reactors	118,544
Post-Anoxic	1. Reuse Existing BNR Basin for 4 Reactors	86,580
Reaeration	1. Reuse Existing BNR Basin for 4 Reactors	31,916
TOTAL BASIN VOLUME		657,728^a

a. Existing basin volume = 725,000 cf, greater than needed

Further details on the IFAS design can be found in **Appendix A**. The cost estimate for the IFAS process retrofit is found in **Table 14**.

3.2.3 Option A-3 - Aerobic Granular Sludge Technology

The AquaNereda Aerobic Granular Sludge (AGS) Technology is an innovative wastewater treatment technology that provides advanced biological treatment using the unique features of aerobic granular biomass. Due to the quick settling of AGS compared to conventional activated sludge, secondary clarifiers are typically not needed. This makes a AquaNereda installation very compact, as all treatment processes take place within a single reactor.

Upstream Process Requirements:

- 1/4 inch (3 mm) screening (perforated plate-style preferred) and grit removal (95% removal at 140 mesh)
- Neutralization is required ahead of the biological system if the pH falls outside of 6.5-8.5 for significant durations.

Aeration:

- The aeration system has been designed to provide 1.25 lbs. O₂/lb. BOD₅ applied and 4.6 lbs. O₂/lb. TKN applied at the design average loading conditions, while maintaining a residual DO concentration of 2.0 mg/L.

AGS Process Design Assumptions:

- The anticipated effluent nitrogen requirement is predicated upon an influent waste temperature of 18 °C or greater. While lower temperatures may be acceptable for a short-term duration, nitrification and (if required) denitrification below 10 °C can be unpredictable, requiring special operator attention
- Sufficient alkalinity is required for nitrification, as approximately 7.1 mg alkalinity (as CaCO₃) is required for every mg of NH₃-N nitrified. If the raw water alkalinity cannot support this consumption, while maintaining a residual concentration of 50 mg/L, supplemental alkalinity shall be provided
- To achieve the effluent monthly average total phosphorus limit, the biological process, chemical feed systems, and filtration needs to be designed to facilitate optimum performance.
- Influent TP shall be either in a particle associated form or in a reactive soluble phosphate form or in a soluble form that can be converted to reactive phosphorus in the biological system. Soluble hydrolyzable and organic phosphates are not removable by chemical precipitation with metal salts. A water quality analysis is required during detailed design to determine the phosphorus speciation with respect to soluble and insoluble reactive, acid hydrolyzable and total phosphorus at the system Influent, point(s) of chemical addition, and final effluent.
- Chemical feed lines (i.e., metal salts) shall be provided to each reactor, aerobic digester and dewatering supernatant streams as necessary. Metal salts shall be added to each reactor during the React phase of the cycle.
- pH monitoring and control of the biological reactor is required when adding metal salts.
- The ability to meet the anticipated effluent nitrogen concentration is contingent upon the system's ability to hydrolyze the influent organic nitrogen to NH₃-N. A certain fraction of the organic nitrogen may be refractory and, therefore, will not be biologically converted.
- In order to meet the required nitrogen limit, strict operator attention will be necessary for process and operational control. It is also recommended that provisions be made for supplemental carbon source addition in order to facilitate denitrification.
- The average and maximum design flow and loading conditions, shown within the report, are based on maximum month average and maximum day conditions, respectively.
- The proposed process evaluates splitting flows between the oxic zones and clarifiers onsite. Provisions to correctly modify the headworks and split the flows between these two trains shall be .
- 20 ft of process depth in the oxic zones and 16 ft of process depth in the clarifiers shall be accommodated for this process with additional freeboard to the existing basins.

Equipment:

- The influent enters the basin near the reactor floor. Adequate hydraulic capacity shall be made in the headworks to prevent backflow from one reactor to the other during transition of influent.
- The system has been designed to fit within existing, given basin footprint (with freeboard modification

required).

- Provisions should be made, , for overflows in each of the recommended basins.
- If the cloth media filter will be offline for extended periods of time, protection from sunlight is required.

Table 12 displays the influent design parameters for the AGS process.

TABLE 12: INFLUENT DESIGN PARAMETERS

Parameter	Units	Design Values
Flow, Design	MGD	12
Flow, Peak Hourly	MGD	24
BOD ₅ , Design Flow	mg/L	182
TSS, Design Flow	mg/L	270
TKN, Design Flow	mg/L	49
TP	mg/L	11
Min/Max Temperature	Celsius	18/25

For AGS systems, the entire BNR process occurs in individual basins, a sequencing batch reactor (SBR) process. **Figure 24** displays the AGS design configuration. Additional freeboard will be required for the existing basin. The arrangement and basin sizing of the proposed BNR process are detailed in **Table 13**.

FIGURE 24: AGS BASIN



TABLE 13: AGS BASIN SIZING

Treatment Zone	Located at	Total Required Volume (ft ³)
AGS Basins (within Existing A ² O Basin Volume)	1. Reuse Existing BNR Basin for 4 New Rectangular Basins	678,300
Clarifier Train (Convert Clarifiers to AGS Basins)	1. Reuse Four (4) Existing Clarifier Basins with an additional 12-inches of side water depth (SWD)	373,337
Water Level Correction Tank	1. New Rectangular Basin for AGS Basins within A ² O Basin Volume 2. New Rectangular Basin for Clarifier Train within A ² O Basin Volume	18,661
Sludge Buffer	1. Two (2) New Rectangular Basins for Oxidic Zone within A ² O Basin Volume 2. Two (2) New Rectangular Basins for Clarifier Train	24,150
TOTAL BASIN VOLUME		1,094,448

Appendix B displays the AquaNereda design summary including the oxidic zone train design summary, clarifier train design summary, water level correction tank design summary, sludge buffer design summary and the AquaDISK tertiary filtration design summary. It is noted that the required filtration will be achieved within the WWTP existing deep bed filters.

3.2.4 Cost Comparison

Cost estimates provided herein are based on budgetary equipment pricing by each process manufacturer. Additional costs for concrete tankage, ancillary equipment, electrical gear, control panels, piping etc. are based on recent construction bids of similar projects and/or pricing provided by contractors and vendors.

TABLE 14: BNR OPTIONS COST COMPARISON

Item	Description	Option A-1 - 5-Stage BNR	Option A-2 - IFAS	Option A-3 - Aerobic Granular Sludge
1	Structural		\$500,000	\$650,000
2	Process Equipment (Installed Cost)		\$15,000,000	\$38,000,000
3	Electrical and I&C		\$500,000	\$550,000
4	Weirs, Gates, and Valves		\$350,000	\$650,000
5	Pipe, Valves and Fittings		\$200,000	\$250,000
6	Blowers (See Section 3.3)		N/A	N/A
	Subtotal		\$16,550,000	\$40,100,000
	GC OH & Profit @ 20%		\$3,310,000	\$8,020,000
	Total Capital Cost		\$19,860,000	\$48,120,000
		Life Cycle Cost Analysis		
	Annual O&M		\$827,500	\$2,005,000
	Planning Period		20	20
	Estimated Inflation		3%	3%
	Present Worth		\$32,171,000	\$77,949,000

3.2.5 BNR Recommendation

Table 15 represents a tabular listing of evaluation criteria for each BNR alternative considered.

TABLE 15: BNR ALTERNATIVES EVALUATION MATRIX

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/Reliability	Total
Option A-1 - 5-Stage BNR²	NA	NA	NA	
Option A-2 - IFAS	3	3	3	9
Option A-3 - Aerobic Granular Sludge	1	1	1	3

¹Highest Score: 3; Lowest Score: 1. See Section 3.1 for detailed explanation

²This option not considered in evaluation due to site constraints with new construction of tankage required.

Based on the evaluation contained herein, **it is recommended that IFAS BNR process be installed for City of Port Orange WWTP**. The IFAS BNR process provides the following advantages over the Aerobic Granular Sludge Process:

- Significant cost savings in new construction

- More compatible with the existing processes
- Easier WWTP operation during construction
- Lower O&M cost

3.3 BNR Blower Evaluation

New BNR blowers are proposed to accommodate the new BNR treatment process. The existing six (6) centrifugal blowers will be replaced with new blowers. The types of blowers being evaluated are hybrid positive displacement blowers and turbo blowers.

3.3.1 Hybrid Positive Displacement Blowers

Remote VFD's on hybrids enable the ability for climate control to reduce potential for overheating and premature failure of drives and PLC equipment.

Design parameters for the hybrid PD blowers include:

TABLE 16: HYBRID PD DESIGN PARAMETERS

Parameter	Design	60%	20%
Mass Airflow Requirement (SCFM)	3750	2250	750
Volume Airflow Requirement (ICFM)	4266	2560	853
Differential Pressure (psig)	12.3	12.3	12.3
System RPM	1656	1105	547
Compressor Power Draw (bhp)	237.6	150.3	71.4
System Noise Level at 1m (dBA)	85	81	78

3.3.2 Turbo Blowers

Design parameters for the turbo blowers include:

TABLE 17: TURBO BLOWER DESIGN PARAMETERS

Parameter	Value
Max Input Power (HP)	250
Max Motor Speed (RPM)	26,100
Operating Pressure Ratio	1.83
Differential Pressure (psig)	12
Max Discharge Temp (°F)	232
Operating Pressure Ratio Limit	1.90
Discharge Pressure (psia)	26.7

3.3.3 Cost Evaluation

TABLE 18: BNR BLOWER COST EVALUATION

Item	Description	Hybrid PD Blowers	Turbo Blowers
1	(6) New BNR Blowers	\$1,500,000	\$1,800,000
2	(6) New VFD's	\$300,000	\$350,000
3	Piping and Valves	\$200,000	\$200,000
4	I&C Upgrades	\$100,000	\$100,000
	Subtotal	\$2,100,000	\$1,800,000
	GC OH & Profit @ 20%	\$420,000	\$360,000
	Total Capital Cost	\$2,520,000	\$2,450,000
		Life Cycle Cost Analysis	
	Annual O&M		
	Planning Period	20.00	20.00
	Estimated Inflation	3%	3%
	Present Worth		

3.3.4 Blower Recommendation

TABLE 19: BLOWER EVALUATION

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/Reliability	Total
Hybrid PD Blower	2	2	3	7
Turbo Blower	2	2	2	6

Based on the above evaluation, **Hybrid PD Blowers are recommended for the IFAS process.** Hybrid PD blowers are better suited for warmer climates like Port Orange and provides a significant advantage over Turbo Blowers. The No Action alternative was not considered for this evaluation.

3.4 Influent Pumping

The existing EMLS is currently undergoing architectural, structural, mechanical improvements and electrical replacement and rehabilitation (R&R). This project, scheduled for construction in 2022, includes new pumps, VFD's, emergency power generators and related improvements. No further upgrades to the EMLS are being proposed in this Facility Plan

Per section 2.3.1.1, the EMLS and WMLS process upgrade recommendations include the following improvements:

1. WMLS Pump Replacement
2. EMLS and WMLS Raw Sewage Screening
3. Flow Equalization
4. Odor Control

Alternatives considered for each process are described below:

B-1. WMLS Pump Replacement

- a. Screw Centrifugal Pumps
- b. Dry Pit Submersible Pumps
- c. No Action

B-2. EMLS and WMLS Raw Sewage Screening

- a. Screening Only
- b. Screening and Flow Equalization
- c. No Action

B-3. Flow Equalization (EQ)

- a. Conversion of Two (2) Existing Digestors to Flow EQ Tanks
- b. No Action

B-4. Odor Control

- a. Biological Odor Control
- b. No Action

3.4.1 B-1 – WMLS Pump Replacement

Replacement of the WMLS pumps, VFD's and controls are proposed herein and further described below.

3.4.1.1 Option B-1 (a) – Screw Centrifugal Pumps

Three (3) new Heyward-Gordon 5,200 gpm screw centrifugal pumps are proposed for installation under the above referenced EMLS project. This option will match the proposed pumps and two (2) new 5,200 gpm screw centrifugal pumps would be installed with matching valves, VFD's and controls.

3.4.1.2 Option B-1 (b) – Dry Pit Submersible Pumps

The City's collection system department has standardized upon submersible pumps in the collection system. Dry pit submersible pumps are essentially identical and are relatively compact, allowing more space to access and maintain the equipment. These pumps may also facilitate addition of a third pump that could potentially be used for flow equalization. **Figure 25** displays dry pit submersible pumps.

FIGURE 25: DRY PIT SUBMERSIBLE PUMPS



3.4.1.3 Option B-1 (c) – No Action

Under this alternative the existing pumps, VFD's and controls will not be replaced. They will be maintained using current R&R schedules.

3.4.1.4 Option B-1 - Cost Evaluation

TABLE 20: COST COMPARISON FOR B-1 WMLS PUMP REPLACEMENT ¹

Item	Description	Option B-1 (a) – Screw Centrifugal Pumps	Option B-1 (b) - Dry Pit Submersible Pumps
1	Influent Pumps	\$480,000	\$500,000
2	Electrical and I&C Upgrades	\$150,000	\$150,000
	Subtotal	\$630,000	\$650,000
	GC OH & Profit @ 20%	\$126,000	\$130,000
	Total Capital Cost	\$756,000	\$780,000
		Life Cycle Cost Analysis	
	Annual O&M	\$31,500	\$32,500
	Planning Period	20	20
	Estimated Inflation	3%	3%
	Present Worth	\$1,225,000	\$1,264,000

¹No capital cost associated with Option A-1(c) – No action

3.4.1.5 Option B-1 – Evaluation and Recommendation

TABLE 21: EVALUATION MATRIX FOR B-1 WMLS PUMP REPLACEMENT

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/ Reliability	Total
Option B-1 (a) – Screw Centrifugal Pumps	3	3	3	9
Option B-1 (b) - Dry Pit Submersible Pumps	3	2	3	8
Option B-1 (c) - No Action	- ²	3	1	4

¹Highest Score: 3; Lowest Score: 1. See Section 3.1 for detailed explanation

²No capital cost associated with this option

Based on the above evaluation, Option B-1 (a) Screw Centrifugal Pumps is being recommended for WMLS pump replacement, primarily to match the existing EMLS project. Though Option B-1 (b) – Dry Pit Submersible Pumps has similar weightage for cost and O&M/ Reliability, the WWTP will benefit from having pumps similar to EMLS (currently under contract for replacement) for future O&M. Option B-1 (c) – No Action has the least weightage for O&M/ reliability and the yearly maintenance with limited parts availability and supply chain constraints, makes this the least acceptable option over the planning period of 20 years.

3.4.2 Option B-2 – EMLS and WMLS Raw Sewage Screening

Flushable wipes and other inorganic debris entering the collection system is a major problem for the EMLS and WMLS. The problem has continued to increase and represents a pump clogging and influent screening problem that can be solved with primary screening. The City has visited other sites where primary screening has dramatically improved plant performance and reduced maintenance.

3.4.2.1 Option B-2 (a) – Primary Screening

To facilitate primary screening at each lift station, new, external structures will be required. A sketch of the layout for the EMLS and screen details are included below as **Figure 26**, **Figure 27** and **Figure 28** respectively.

The figures depict re-routing influent pipes and installation of a single, in-line rake style screen. The proposed equipment is a Duperon 'FlexRake' 6 mm screen with a hydraulic capacity of 12 MGD. The structure would include fixed bypass weirs on each side of the rake screen to allow automatic bypass if the screen is blinded or fails. A summary of Duperon's hydraulic calculations is shown below in **Table 22**.

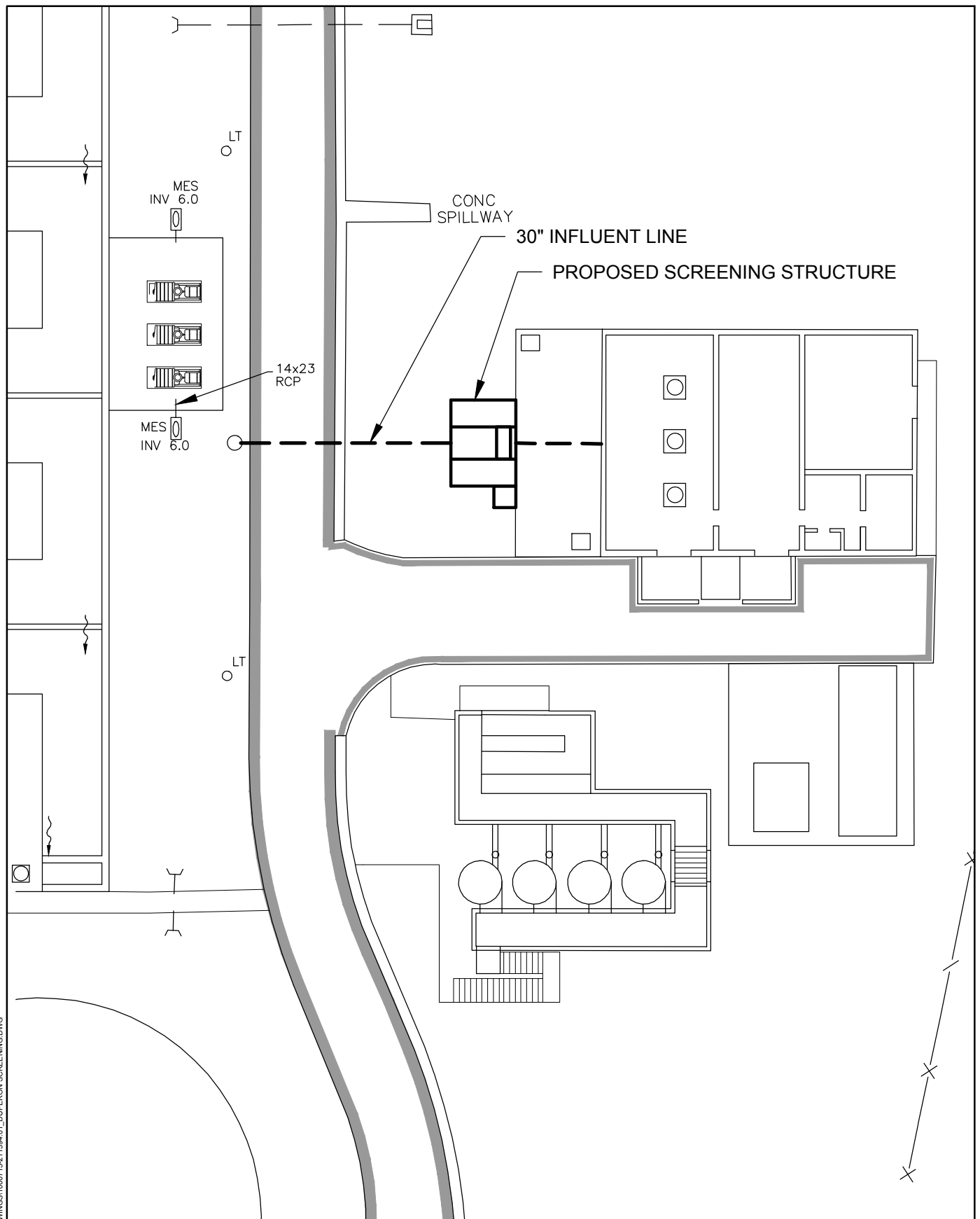
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PRIMARY SCREEN PLAN VIEW (STRUCTURE #110)

**Mead
& Hunt**

FIGURE 26

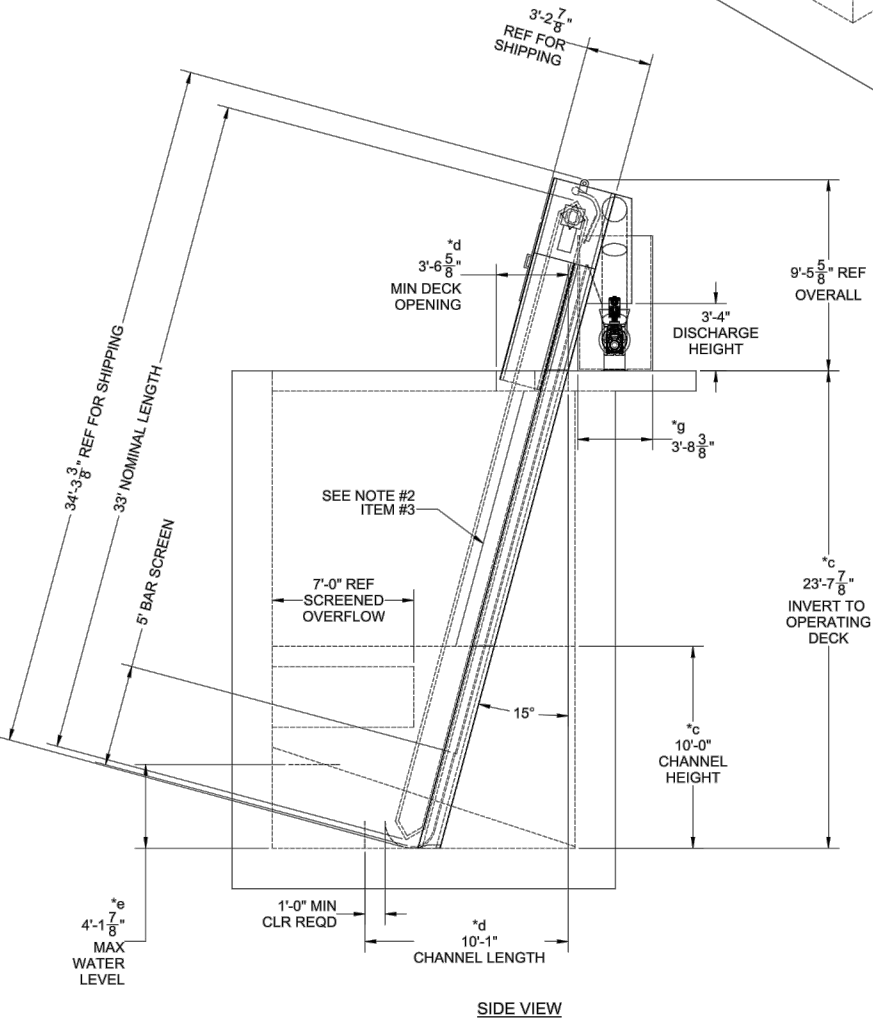
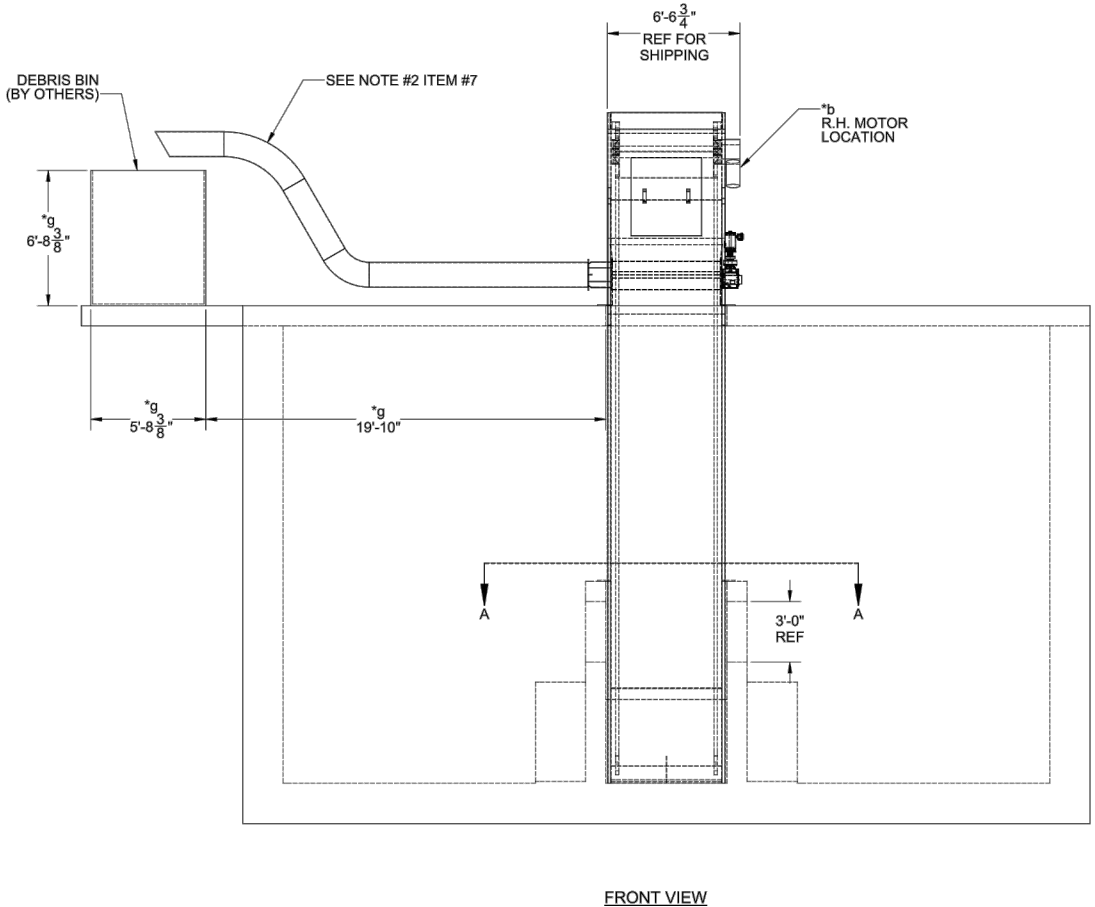
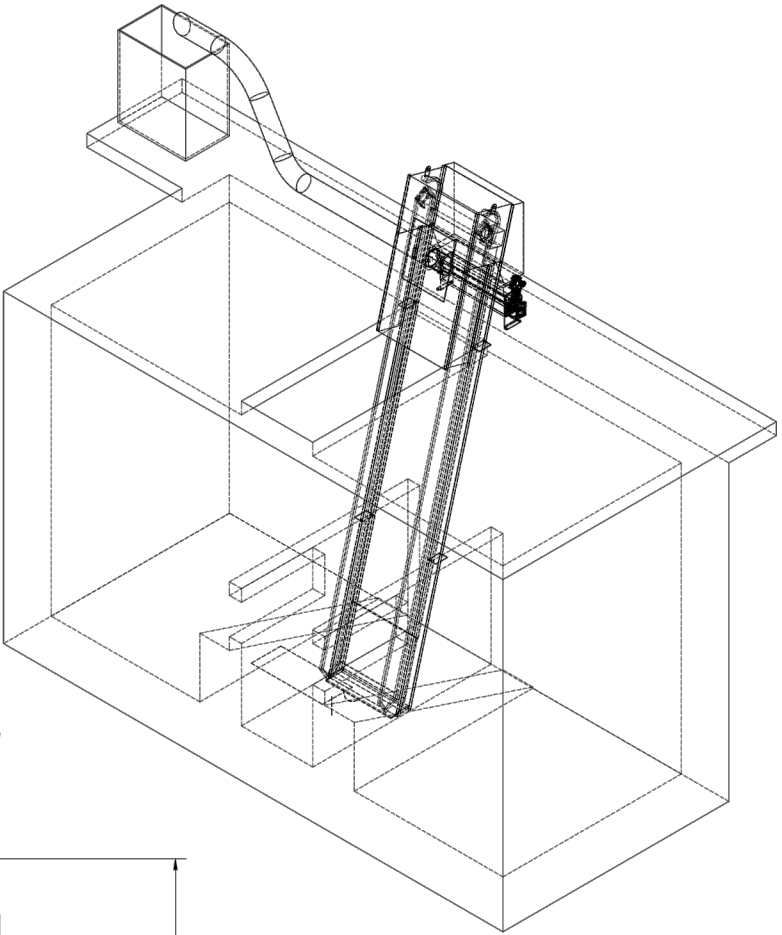
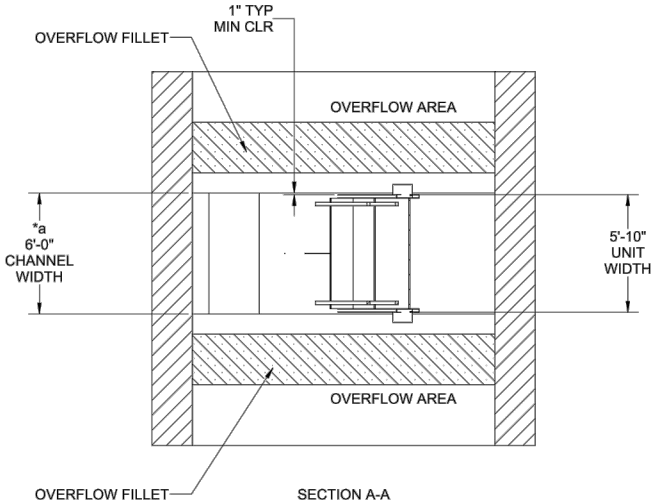


NOTE #1

- VERIFY THAT THE PROPOSED INSTALLATION IS SUITED TO THE SITE.
- a. VERIFY CHANNEL WIDTH DIMENSION.
 - b. VERIFY MOTOR LOCATION ON RIGHT SIDE OF UNIT.
 - c. VERIFY CHANNEL HEIGHT. (2) PLACES
 - d. VERIFY CHANNEL DEPTH. (2) PLACES
 - e. NOT USED.
 - f. VERIFY MAXIMUM WATER HEIGHT.
 - g. VERIFY DEBRIS BIN HEIGHT AND LOCATIONS. (4) PLACES

NOTE #2

- 1. BARSCREEN AND SCRAPERS NOT SHOWN FOR CLARITY.
- 2. SITE DIMENSIONS ARE SUBJECT TO CHANGE UPON SITE VERIFICATIONS.
- 3. FRONT AND REAR ENCLOSURE INCLUDED ABOVE OPERATING DECK. STAINLESS STEEL SIDE SHIELDS ARE INCLUDED FROM TOP OF CHANNEL TO OPERATING DECK TO PREVENT DEBRIS CARRYOVER
- 4. DECK SUPPORT ACCESSORIES ARE AVAILABLE TO SPAN CHANNEL FOR SUPPORT/ANCHORAGE IF NO CONCRETE DECK IS AVAILABLE. NOT INCLUDED AT THIS TIME.
- 5. PLATE/GRATING AND HANDRAIL MODIFICATIONS AS REQUIRED (BY OTHERS).
- 6. FOR SITES W/ FREEZING CONDITIONS A DEAD PLATE HEAT PAD AND WC HEAT TRACE/WRAP ACCESSORIES ARE RECOMMENDED. NOT INCLUDED AT THIS TIME.
- 7. WASHER COMPACTOR CHUTE ROUTING SHOWN IS CONCEPTUAL. CHUTE ROUTING AND SUPPORT DETAILS (NOT SHOWN) WILL CHANGE BASED ON FINAL DESIGN AT TIME OF SUBMITTALS. FLOOR STAND SUPPORTS SHALL BE PROVIDED, AS REQUIRED, BY DUPERON. CEILING HANGER SUPPORTS SHALL BE SUPPLIED, AS REQUIRED, BY OTHERS.



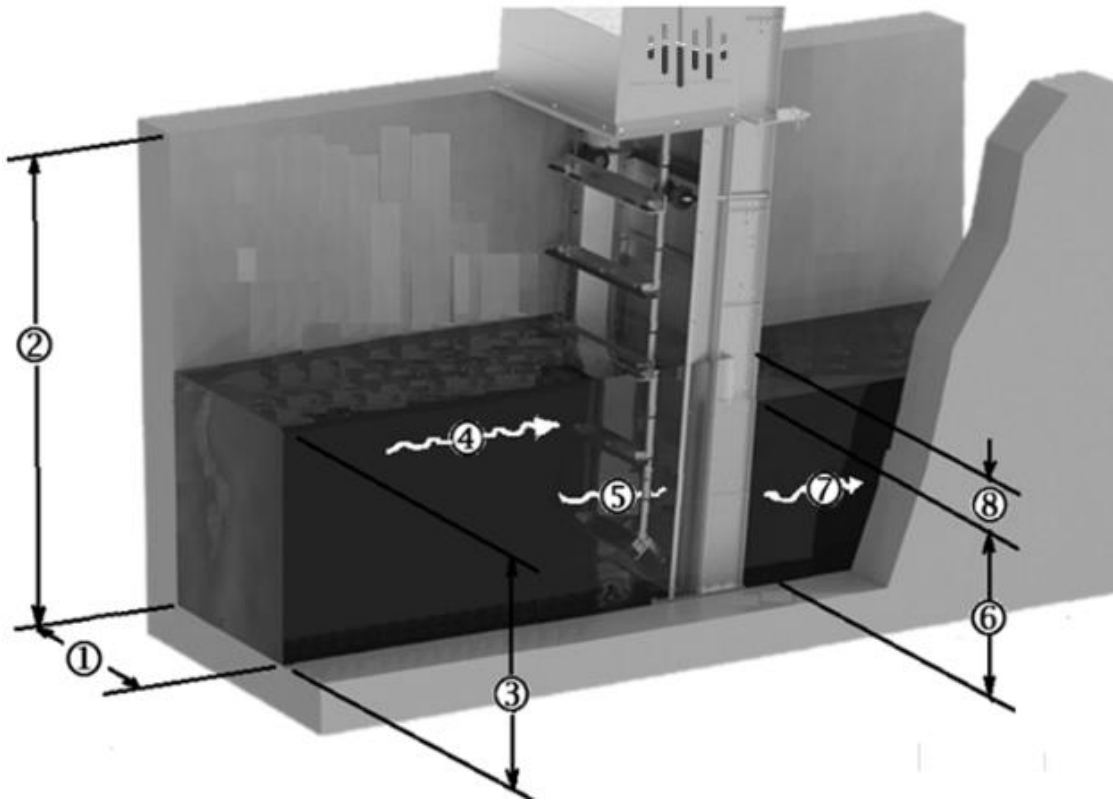
PRIMARY SCREEN DETAILS
(STRUCTURE #110)

TABLE 22: SUMMARY OF HYDRAULIC CALCULATIONS (3 FEET WIDE SCREEN)

			①		②							③	④	⑤	⑥	⑦	⑧	
Case No.	Prod. Model	Flow Rate (MGD)	Opening Between Bars (in.)	Channel Width (ft.)	Unit Width (ft.)	Channel Depth (ft.)	Percent Blinding (%)	Bar thickness (in.)	Side Close-outs (ft.)	Base Plate Height (ft.)	Flow Coeff. (1/C ²)	Upstr. Water Level (ft.)	Upstr. Velocity (fps)	Slot Velocity (fps)	Downstr. Water Level (ft.)	Downstr. Velocity (fps)	Head Loss (in.)	Comments
1	FRIQ	6.00	0.50	4.00	4.00	10.00	25%	0.25	0.50	0.04	0.99	2.50	0.93	2.12	2.44	0.95	0.67	1/2" Bar Spacing, Ave. Flow , USWL 2.50 ft, 25% blinding
2	FRIQ	12.00	0.50	4.00	4.00	10.00	25%	0.25	0.50	0.04	0.99	5.16	0.90	2.06	5.11	0.91	0.63	1/2" Bar Spacing, Peak Flow, USWL 5.16 ft, 25% blinding
3	FRIQ	6.00	0.75	4.00	4.00	10.00	25%	0.25	0.50	0.04	1.43	2.50	0.93	1.89	2.44	0.95	0.72	3/4" Bar Spacing, Ave. Flow , USWL 2.50 ft, 25% blinding
4	FRIQ	12.00	0.75	4.00	4.00	10.00	25%	0.25	0.50	0.04	1.43	5.16	0.90	1.83	5.10	0.91	0.68	3/4" Bar Spacing, Peak Flow, USWL 5.16 ft, 25% blinding
5	FRIQ	6.00	1.00	4.00	4.00	10.00	25%	0.25	0.50	0.04	1.43	2.50	0.93	1.77	2.45	0.95	0.61	1.00" Bar Spacing, Ave. Flow , USWL 2.50 ft, 25% blinding
6	FRIQ	12.00	1.00	4.00	4.00	10.00	25%	0.25	0.50	0.04	1.43	5.16	0.90	1.71	5.11	0.91	0.57	1.00" Bar Spacing, Peak Flow, USWL 5.16 ft, 25% blinding
7	FRIQ	6.00	0.50	3.00	3.00	10.00	25%	0.25	0.50	0.04	0.99	2.50	1.24	2.97	2.39	1.30	1.35	1/2" Bar Spacing, Ave. Flow , USWL 2.50 ft, 25% blinding
8	FRIQ	12.00	0.50	3.00	3.00	10.00	25%	0.25	0.50	0.04	0.99	5.16	1.20	2.88	5.05	1.22	1.27	1/2" Bar Spacing, Peak Flow, USWL 5.16 ft, 25% blinding
9	FRIQ	2.50	0.75	3.00	3.00	10.00	25%	0.25	0.50	0.04	1.43	2.50	0.52	1.10	2.48	0.52	0.25	3/4" Bar Spacing, Ave. Flow , USWL 2.50 ft, 25% blinding
10	FRIQ	12.00	0.75	3.00	3.00	10.00	25%	0.25	0.50	0.04	1.43	5.16	1.20	2.56	5.05	1.23	1.36	3/4" Bar Spacing, Peak Flow, USWL 5.16 ft, 25% blinding
11	FRIQ	6.00	1.00	3.00	3.00	10.00	25%	0.25	0.50	0.04	1.43	2.50	1.24	2.48	2.40	1.29	1.23	1.00" Bar Spacing, Ave. Flow , USWL 2.50 ft, 25% blinding
12	FRIQ	12.00	1.00	3.00	3.00	10.00	25%	0.25	0.50	0.04	1.43	5.16	1.20	2.40	5.06	1.22	1.15	1.00" Bar Spacing, Peak Flow, USWL 5.16 ft, 25% blinding

Duperon requires a minimum of 1.00 ft water depth when the unit is in operation to keep the SSTL FlexLinks lubricated and ensure an optimal amount of screening area. This does not apply to LowFlow, FR IQ, and GTS units.
Head loss is calculated using Bernoulli equation: $HL = (1/C^2) \cdot (V^2 - v^2) / (2g)$. Flow coefficient (1/C²)=1.43 should be used for general applications (FP,HD,SCT,FRIQ≥.62). (1/C²)=.99 is used for teardrop bars (LF,FPFS, FPFS-M, FRIQ≤.5, GTS). †
At design average flow conditions, approach velocities should be no less than 1.25 fps, to prevent settling. ††
Satisfactory designs have provided for velocities of 2 to 4 fps through the openings of mechanically cleaned screens.†††
References: †Hydraulic Similarity of Headloss Predictions (WEF abstract) 2010, L.Botero, M.Woodley. ††Recommended Standards for Wastewater Facilities (10 States), 61.122 (2014). †††WEF MOP 8 5th ed. 2010.

FIGURE 28: CROSS SECTION OF DUPERON SCREEN



3.4.2.2 Option B-2 (b) – No Action

Under this alternative, no primary screens will be considered.

3.4.2.3 B-2 - Cost Evaluation

TABLE 23: COST COMPARISON FOR B-2¹

Item	Description	Option B-2(a) - Primary Screening
1	Structural/ Mechanical	\$600,000
2	Primary Screening	\$2,400,000
3	Yard Piping /Bypass/ Valves	\$75,000
4	Electrical and I&C	\$45,000
	Subtotal	\$3,120,000
	GC OH & Profit @ 20%	\$624,000
	Total Capital Cost	\$3,744,000
		Life Cycle Cost Analysis
	Annual O&M	\$62,400
	Planning Period	20
	Estimated Inflation	3%
	Present Worth	\$4,672,000

¹No capital cost associated with Option A-2 (c) – No action

3.4.2.4 B-2 – Evaluation and Recommendation

TABLE 24: EVALUATION MATRIX FOR A-2 EMLS AND WMLS RAW SEWAGE SCREENING

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/ Reliability	Total
Option B-2 (a) - Primary Screening Only	3	3	3	9
Option B-2 (b) - No Action	- ²	- ³	1	1

¹Highest Score: 3; Lowest Score: 1. See Section 3.1 for detailed explanation

²No capital cost associated with this option

³Not applicable for this option

Based on the evaluation contained herein, it is recommended that Option B-2 (a) Primary Screening be installed as part of this alternative. Option B-2 (a) Primary Screening provides following advantages:

- Removes large solids such as rags which will protect the influent pump stations
- Better treatment performance for the recommended IFAS BNR
- Finer screening from upstream headworks

Option B-2 (b) – No Action provides only capital cost savings and no long-term solutions for the existing

screening problems at both EMLS and WMLS. If this option is selected, it will continue to have significant increase in O&M costs and can impact the performance of all BNR options being considered.

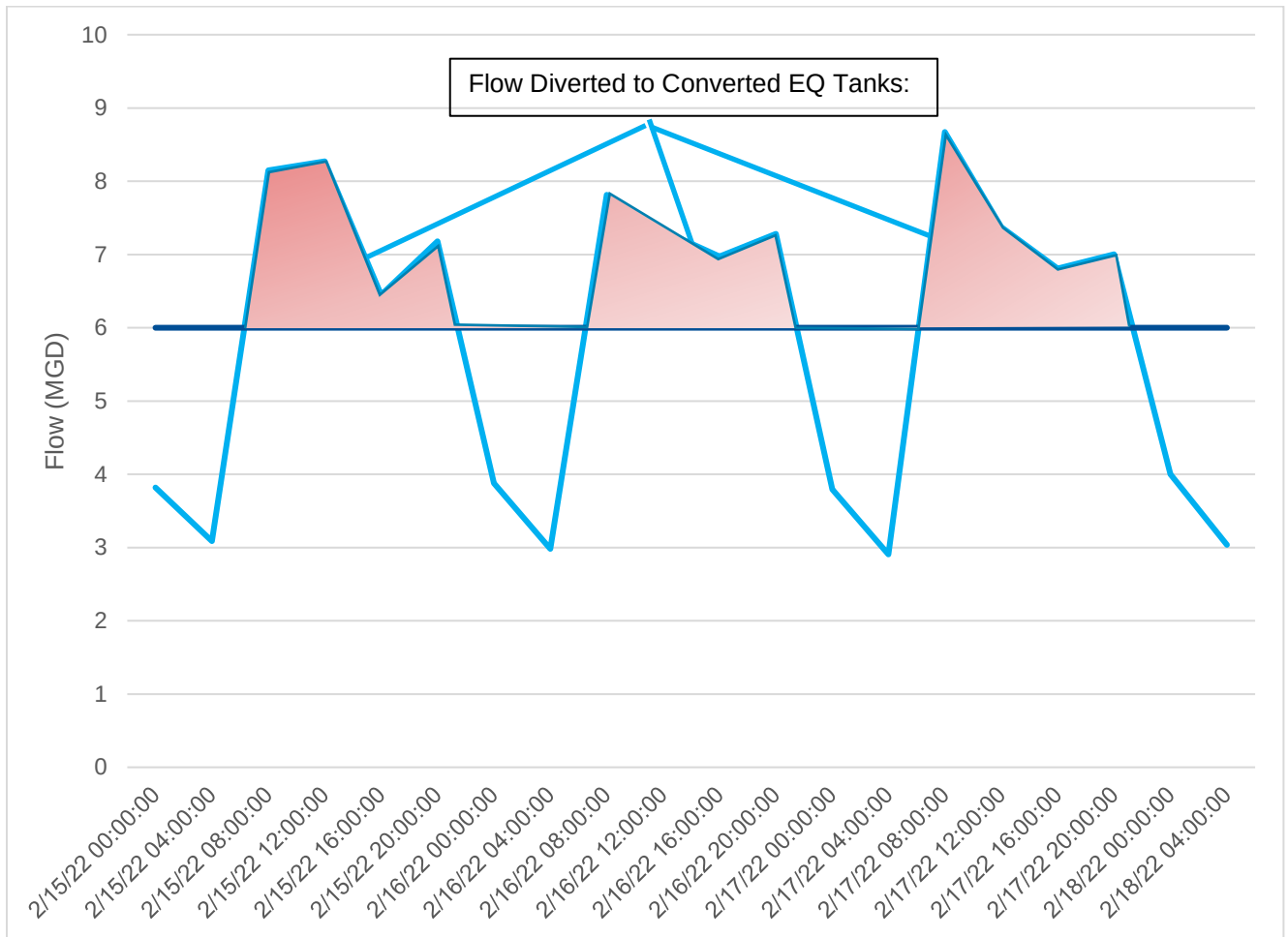
3.4.3 Flow Equalization (EQ)

3.4.3.1 Option B-3 (a) - Conversion of Two (2) Existing Digesters into Flow EQ Tanks

This alternative involves converting two (2) of the existing digesters into flow equalization (EQ) basins. One (1) submersible pump will be added inside the WMLS wetwell to act as an EQ transfer pump. This will reduce sludge age and reduce Bio-P release during dewatering. This option also includes covering the converted EQ tanks.

The EQ transfer pump will typically transfer flows greater than 6 MGD during a 24-hr period, via a new 16-in forcemain to the two (2) converted EQ basins (EQ #1 and EQ #2) with a combined usable volume of 1.48 MG (with 24-in freeboard). **Figure 29** shows a typical 4-hour influent flows to the WWTP. During low flow conditions (night-time), submersible pumps (one in each EQ Basin) will transfer wastewater back to the WMLS through the same 16-in forcemain. This will allow the WWTP to be operated at a consistent flow rate.

FIGURE 29: TYPICAL INFLUENT FLOWS TO WWTP

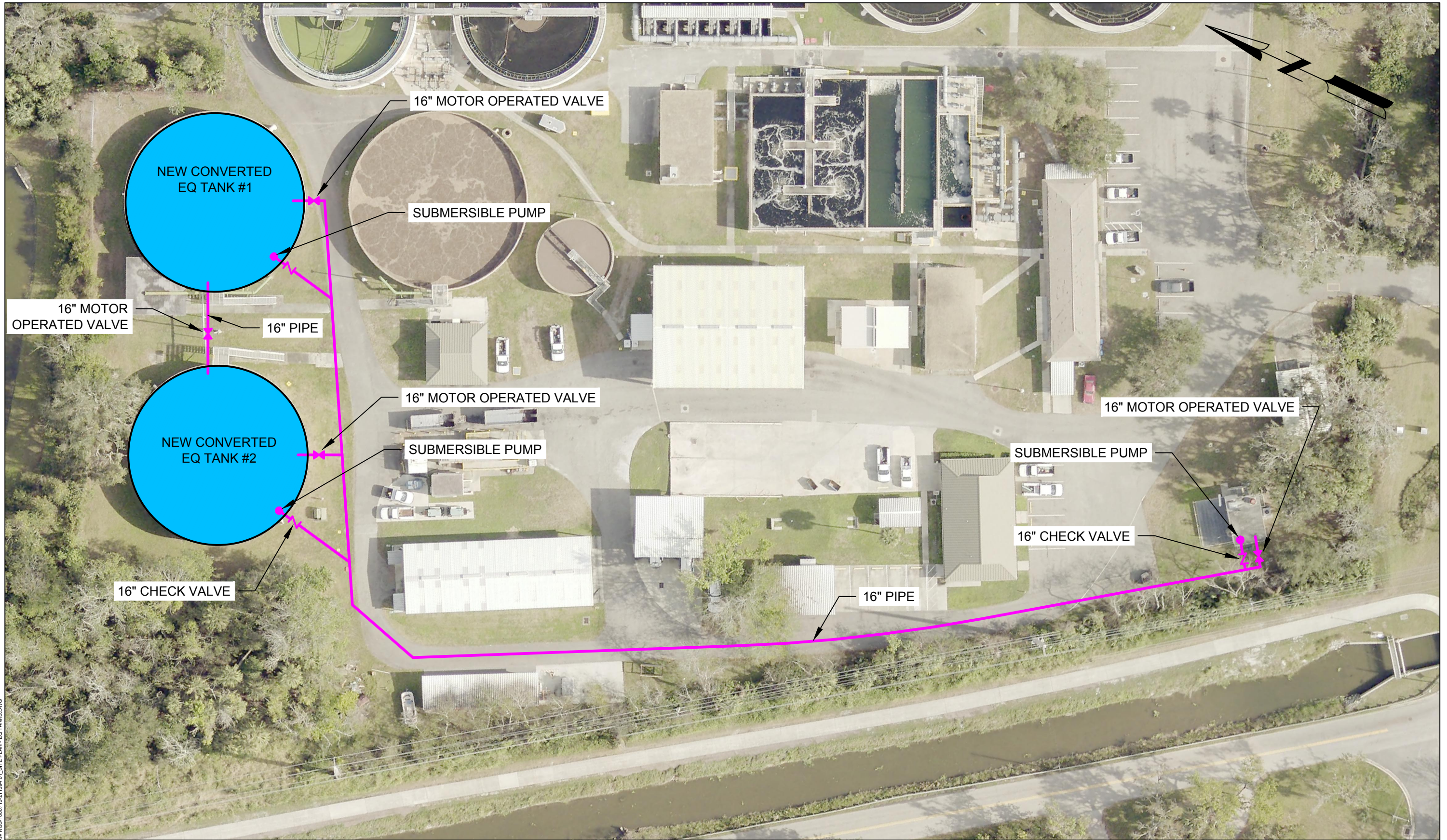


As shown in **Figure 29**, flows were observed for days between February 16-18 (2022) and average flows of 1 MGD per day will be diverted to the EQ tanks.

The WMLS and the EMLS are currently interconnected through a 30-in main and will continue to operate within the same operational levels providing additional redundancy and flexibility to the WWTP operations. In a scenario, if flows exceed the usable volume within the two (2) EQ Basins, the WMLS and EMLS combined have pumping capacity of 24 MGD and shall be able to handle all flows to the WWTP.

Figure 30 displays a sketch of the proposed flow equalization line running from the WMLS to the converted digesters.

After the conversion to EQ tanks and based on its operation, odor control measures will be evaluated and implemented as a separate project.



26/03/2023 9:40:05 AM
 X:\1000715\11394_01\TECHNICALDRAWINGS\1000715-211394_01_SITE PLAN - EQ TANKS.DWG



PROPOSED FLOW EQUALIZATION

3.4.3.1 Option B-3 (b) – No Action

Under this alternative, Flow EQ tanks will not be considered.

3.4.3.2 B-3 – Cost Evaluation

TABLE 25: COST EVALUATION FOR B-3

Item	Description	Option B-3 (a) Flow Equalization
1	Structural/ Mechanical	\$600,000
2	New Converted Flow EQ Tanks	\$375,000
3	Yard Piping /Bypass/ Valves	\$225,000
4	Transfer and Mixing Pumps	\$110,000
5	Electrical and I&C	\$75,000
	Subtotal	\$1,385,000
	GC OH & Profit @ 20%	\$277,000
	Total Capital Cost	\$1,662,000
	Life Cycle Cost Analysis	
	Annual O&M	\$59,500
	Planning Period	20
	Estimated Inflation	0
	Present Worth	\$2,852,000

¹No capital cost associated with Option B-3 (b) – No action

3.4.3.3 B-3 – Evaluation and Recommendation

TABLE 26: EVALUATION MATRIX FOR FLOW EQ

Alternatives	Evaluation Criteria ¹			
	COST	COMPATIBILITY	O&M/ RELIABILITY	TOTAL
Option B-3 (a) – Flow EQ	3	3	3	9
Option B-3 (b) - No Action	- ²	- ³	1	1

¹Highest Score: 3; Lowest Score: 1. See Section 3.1 for detailed explanation

²No capital cost associated with this option

³Not applicable for this option

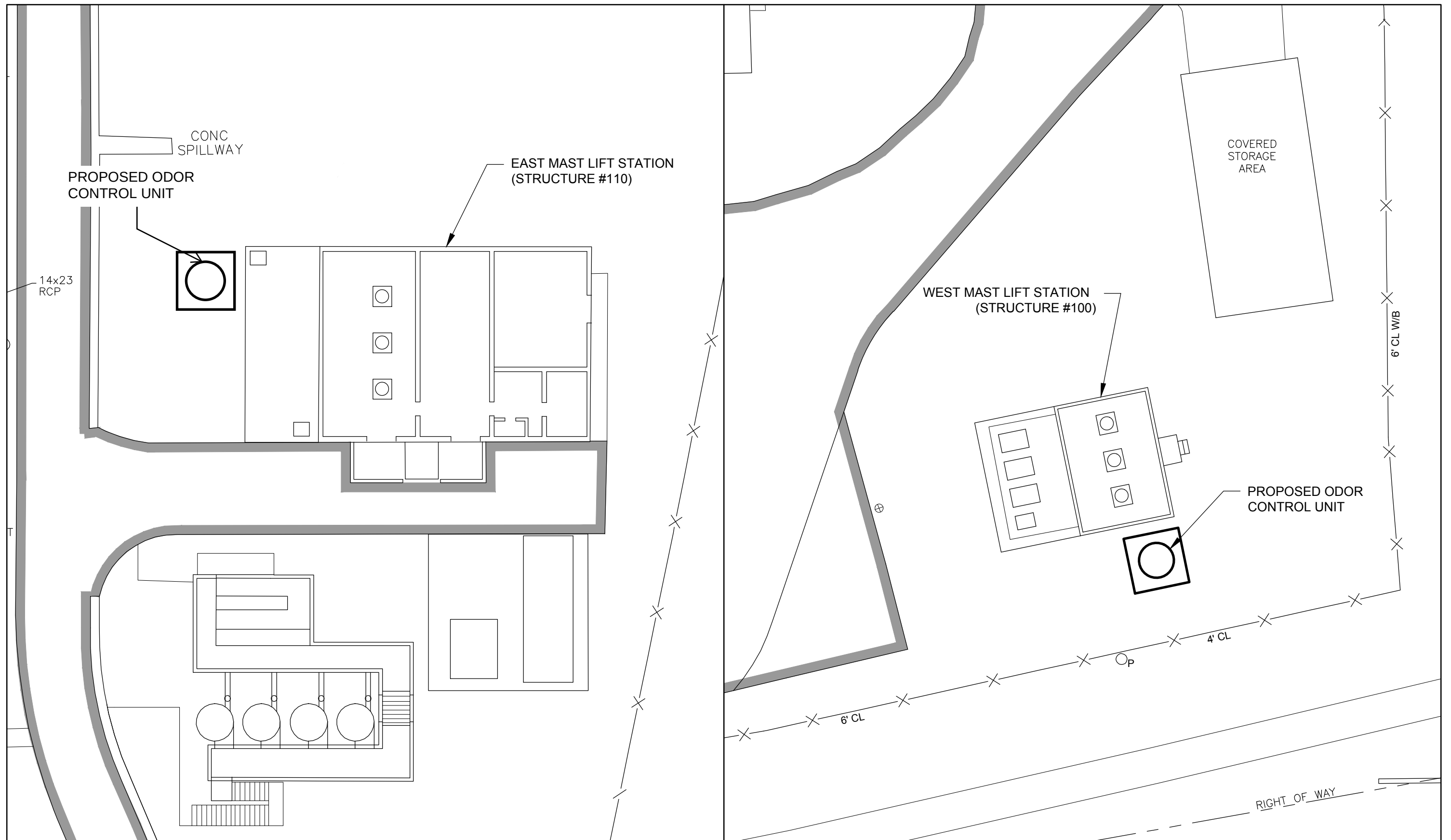
Based on the above table, **Option B-3 (a) Flow EQ alternative is recommended**. The Option B-3 (b) No action provides no benefits other than capital cost savings.

3.4.4 B-4 - Odor Control

3.4.4.1 Option B-4 (a) – Biological Odor Control

Currently, a single activated carbon odor control scrubber at the EMLS treat H₂S from both the EMLS and WMLS. We are proposing to replace the single scrubber with (2) biological odor control units, one at each lift station.

This alternative involves replacing and relocating the existing odor control unit with a HIBOCS biological odor control system. HIBOCS is designed to remove vapor phase odorous gases, primarily hydrogen sulfide (H₂S). The EMLS would be outfitted with a HIBOCS-400 model, while the WMLS would be outfitted with a HIBOCS-200 model. In addition, if the Flow Equalization alternative is chosen, a HIBOCS odor control unit (or recommendation will be based on evaluation of odors) will be installed at the EQ tanks. **Figure 31** displays a site plan with the location of the proposed odor control units called out. **Figure 32** and **Figure 33** display a drawing of the HIBOCS units, one for the EMLS and WMLS, respectively.



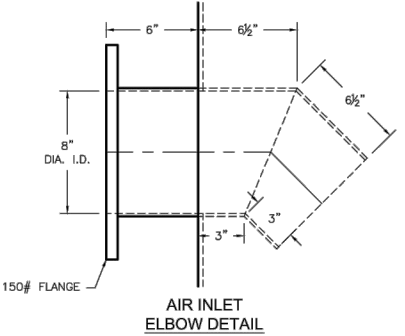
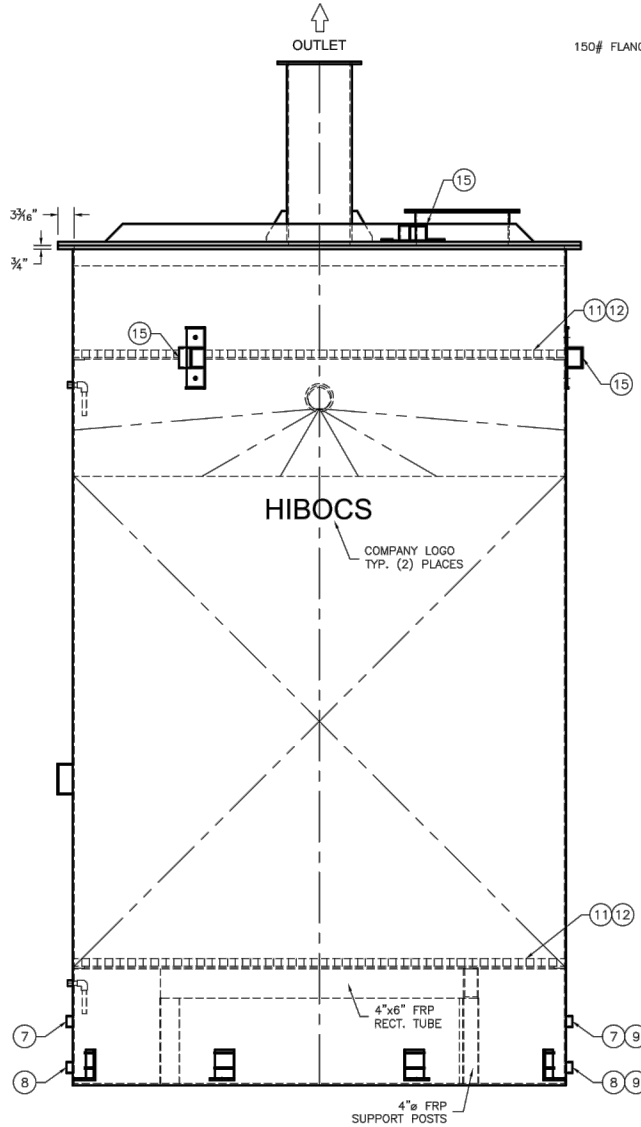
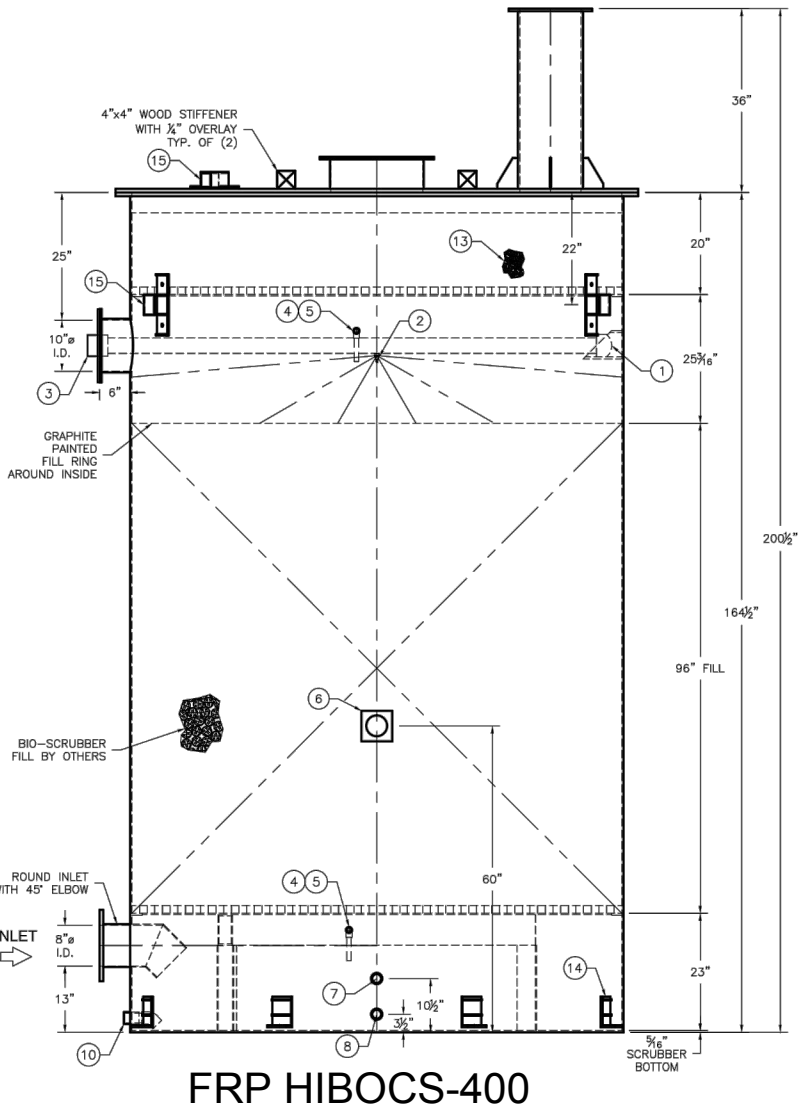
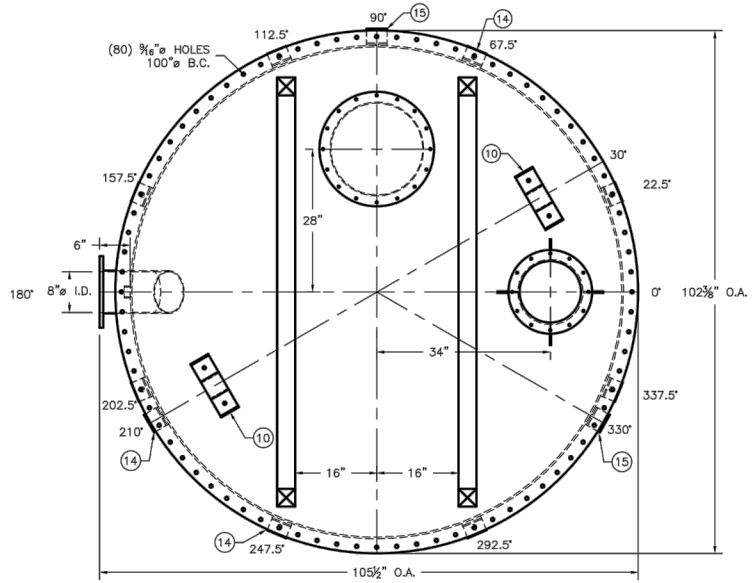
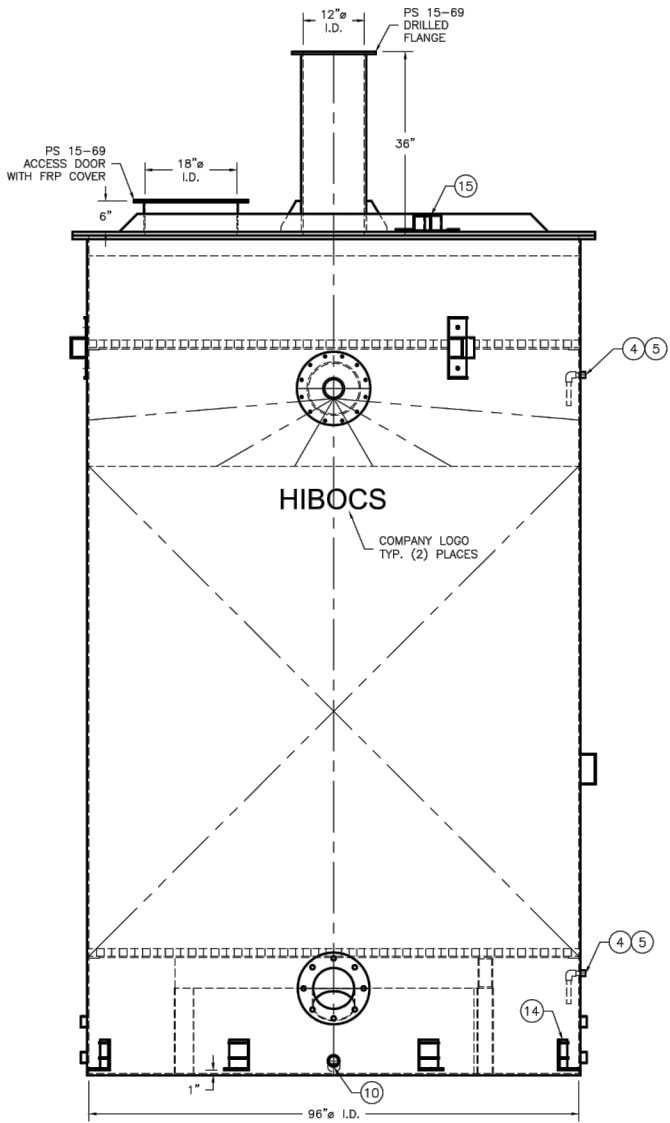
LOCATION OF ODOR CONTROL UNITS
(STRUCTURES #100 & 110)

FRP CONSTRUCTION
RESIN TYPE AOC KO22-CCC WITH 1.5% ANTIMONY TRIOXIDE TO PROMOTE SELF-EXTINGUISHING PROPERTIES AND MEET A CLASS I FLAME SPREAD RATING OF 25 OR LESS. FRP LAMINATE TO CONSIST OF: 10 MILS C VEIL (90% RESIN, 10% GLASS) 10 MILS NEXUS VEIL (90% RESIN, 10% POLYESTER) 5/16" TYPE "E" CHOPPED STRANDED GLASS (75% RESIN, 25% GLASS) EXTERIOR TO BE COATED WITH COMMERCIAL GRADE VIRON WHITE GEL-COAT CONTAINING ULTRAVIOLET INHIBITORS. RESIN ALL CUT EDGES.

HIBOCS BIO-SCRUBBER
1,000-1,200 CFM 96" PACKING DEPTH
8-10 GPM
WEIGHT:
(2) REQUIRED

NOTES:
1. ALL HARDWARE TO BE 316SST SHIPPED LOOSE.
2. GRATING & HDPE MESH SHIPPED LOOSE.
3. TANK COVER TO SHIP LOOSE.

② SPRAY NOZZLE
BETE FOG
MODEL NO.: NC 0707 W
PVC CONSTRUCTION
3/4" NPT THREAD
120° SPRAY PATTERN
OPERATING @ 20psi
(1) REQUIRED

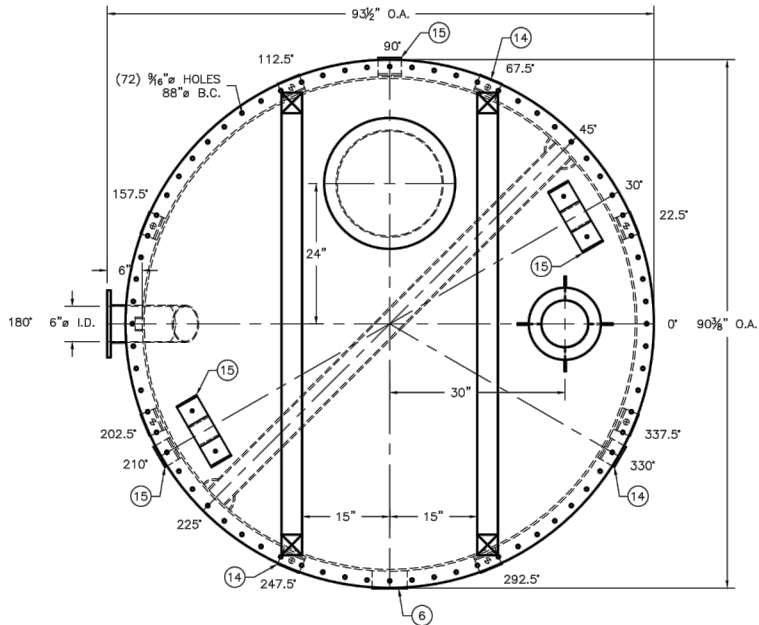
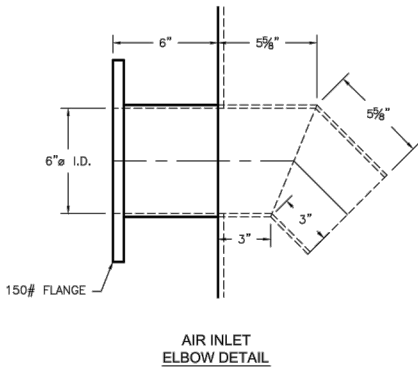


NO.	QTY.	DESCRIPTION
15	5	SST LIFTING LUG
14	8	SST HOLD DOWN LUG
13	39 FT ³	1" RASCHIG POLYPRO TRI-PACK MIST ELIMINATOR PACKING
12	2	IND. NETTING POLYETHYLENE MESH XB8310
11	2	1 1/2" FRP MOLDED GRATING 83"ø
10	1	1 1/2" FRP THD HALF COUPLING
9	2	1 1/2" FRP PLUG
8	2	1 1/2" FRP THD HALF COUPLING - DRAIN
7	2	1 1/2" FRP COUPLING - OVERFLOW
6	1	SST MAGNEHELIC MOUNT
5	2	3/4" PVC 90° ELBOW
4	2	3/4" FRP COUPLING - MAGNEHELIC PORT
3	1	3" PVC COUPLING
2	1	BETE SPRAY NOZZLE
1	1	3" PVC CAP



HIBOCS ODOR CONTROL FOR WMLS
(STRUCTURE # 110)

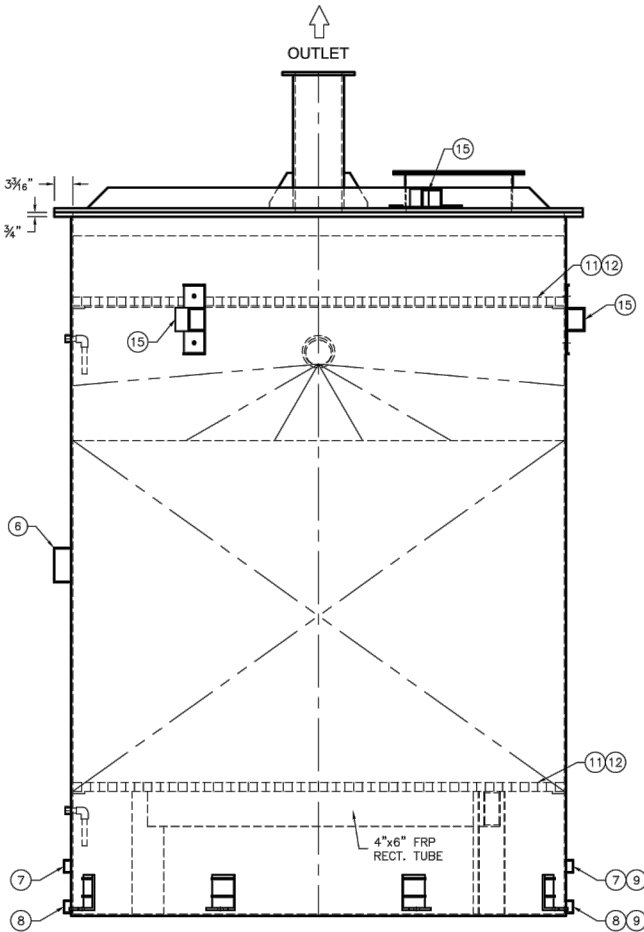
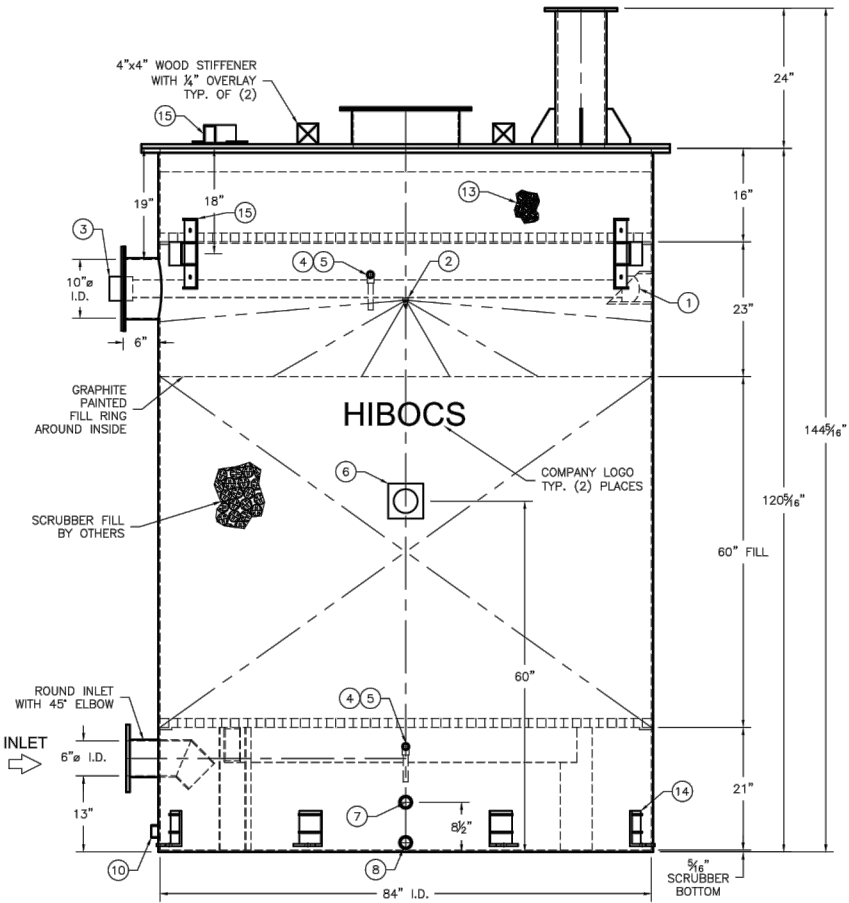
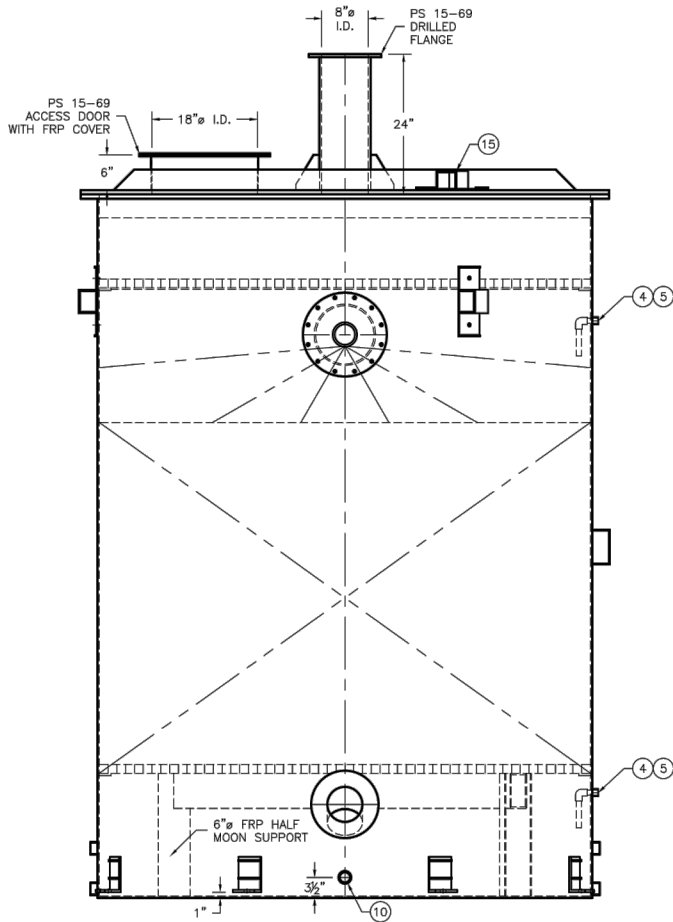
FRP CONSTRUCTION
RESIN TYPE AOC K022-CCC WITH 1.5% ANTIMONY TRIOXIDE TO PROMOTE SELF-EXTINGUISHING PROPERTIES AND MEET A CLASS I FLAME SPREAD RATING OF 25 OR LESS. FRP LAMINATE TO CONSIST OF: 10 MILS C VEIL (90% RESIN, 10% GLASS) 10 MILS NEXUS VEIL (90% RESIN, 10% POLYESTER) 5/16" TYPE "E" CHOPPED STRANDED GLASS (75% RESIN, 25% GLASS) EXTERIOR TO BE COATED WITH COMMERCIAL GRADE VIRON WHITE GEL-COAT CONTAINING ULTRAVIOLET INHIBITORS. RESIN ALL CUT EDGES.



HIBOCS-200 BIO-SCRUBBER
600-CFM 60" PACKING DEPTH
8-10 GPM
(2) REQUIRED

NOTES:
1. ALL HARDWARE TO BE 316SST SHIPPED LOOSE.
2. GRATING & HDPE MESH SHIPPED LOOSE.
3. TANK COVER TO SHIP LOOSE.

(2) SPRAY NOZZLE
BETE
MODEL NO.: TF 20 FC
PVC CONSTRUCTION
170° SPRAY PATTERN
3/8" MALE CONNECTION
OPERATING @ 20psi
(1) REQUIRED



FRP HIBOCS-200

NO.	QTY.	DESCRIPTION
15	5	SST LIFTING LUG
14	8	SST HOLD DOWN LUG
13	39 FT	1" RASCHIG POLYPRO TRI-PACK MIST ELIMINATOR PACKING
12	2	IND. NETTING POLYETHYLENE MESH XB6310
11	2	1 1/2" FRP MOLDED GRATING 83" x 83"
10	1	1 1/2" FRP THD HALF COUPLING
9	2	1 1/2" FRP PLUG
8	2	1 1/2" FRP THD HALF COUPLING - DRAIN
7	2	1 1/2" FRP COUPLING - OVERFLOW
6	1	SST MAGNEHELIC MOUNT
5	2	1/2" PVC 90° ELBOW
4	2	1/2" FRP COUPLING - MAGNEHELIC PORT
3	1	3" PVC COUPLING
2	1	BETE SPRAY NOZZLE
1	1	3" PVC CAP



**HIBOCS ODOR CONTROL FOR EMLS
(STRUCTURE # 100)**

**Mead
& Hunt**
FIGURE 34

3.4.4.2 Option B-4 (b) – No Action

Under this alternative, no new odor control would be implemented at the EMLS or WMLS. Depending on whether primary screening is selected, the existing EMLS odor control system may be removed. Leaving the EMLS with no odor control.

3.4.4.3 B-4 – Cost Evaluation

TABLE 27: COST FOR ODOR CONTROL¹

Item	Description	Option B-4 (a) - Biological Odor Control
1	Concrete	\$200,000
2a	EMLS Odor Control Unit (with Blower)	\$500,000
2b	WMLS Odor Control Unit (with Blower)	\$500,000
3	Electrical and I&C	\$18,000
	Subtotal	\$1,218,000
	GC OH & Profit @ 20%	\$243,600
	Total Capital Cost	\$1,461,600
		Life Cycle Cost Analysis
	Annual O&M	\$60,900
	Planning Period	20
	Estimated Inflation	3%
	Present Worth	\$2,368,000

¹No capital cost associated with Option A-3 (b) – No action

3.4.4.4 B-4 – Evaluation and Recommendation

TABLE 28: EVALUATION MATRIX FOR ODOR CONTROL

Alternatives	Evaluation Criteria ¹			
	COST	COMPATIBILITY	O&M/ RELIABILITY	TOTAL
Option B-4 (a) - Biological Odor Control	3	3	3	9
Option B-4 (b) - No Action	- ²	- ³	1	1

¹Highest Score: 3; Lowest Score: 1. See Section 3.1 for detailed explanation

²No capital cost associated with this option

³Not applicable for this option

Based on the above table, Option B-4 (a) Biological Odor Control alternative is recommended for the EMLS and WMLS. The Option B-4 (b) No action provides no benefits other than capital cost savings and

does not address the issues arising from H₂S odors at both EMLS and WMLS.

3.5 Influent Structure / Headworks

The existing influent structure was constructed with the 1989 WWTP Expansion and has been in continuous service since that time. The following upgrades to the structure have been constructed since it was originally constructed:

- Fiberglass reinforced plastic (FRP) decking and odor control
- Concrete restoration and interior lining with 'Raven' lining system
- Above grade bypass valves and piping
- Two (2) new 48" wide, 3 mm stepscreens

The original grit removal 'Teacups' remain in service along with a 'Grit Snail' grit dewatering device. All four (4) Teacups and the Grit Snail have outlived their useful life and require replacement. Additionally, the new stepscreens should be outfitted with compactors and 'fine screening' is required if the City elects to pursue the recommended IFAS treatment process.

Figure 34 displays the existing headworks and barscreens.

FIGURE 34: EXISTING HEADWORKS AND BARSCREENS



Project descriptions, cost estimates and a cost effectiveness analysis for each are included. The options being considered for the influent structure are as follows:

C-1 – Grit Removal System

- a. Replace four (4) Eutek Teacups and Grit Snail with Matching Equipment
- b. Remove Existing Teacups and Install two (2) Headcells with Grit Cleanse System
- c. No Action

C-2 – Center Flow Fine Screening

- a. Add Supplemental 2 mm Fine Screen and Bypass + Compactors on Existing Screens
- b. Replace two (2) Existing 3 mm Vulcan Stepscreens with two (2) 3 mm Center Flow Screens + Compactors
- c. No Action

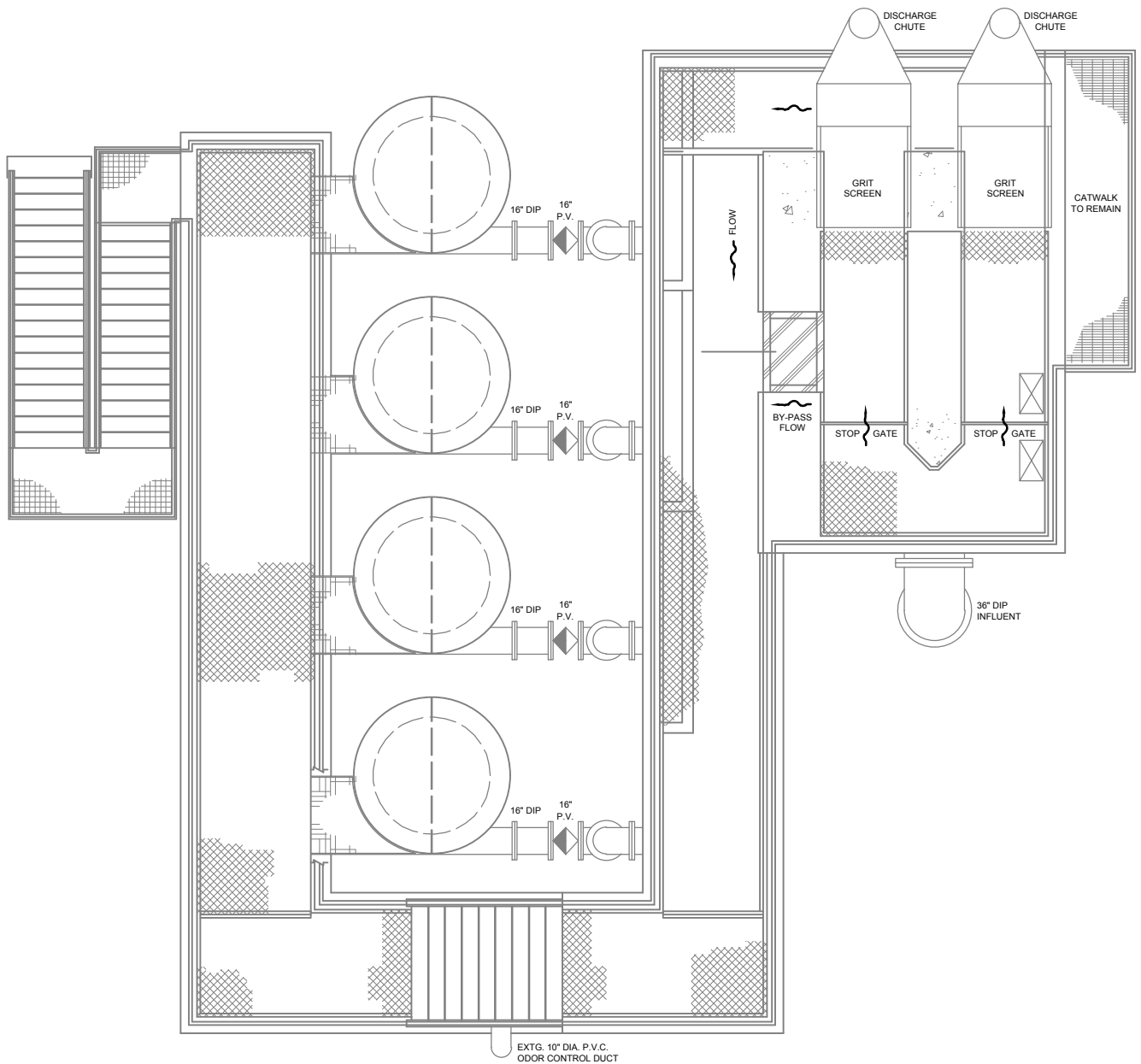
Descriptions, cost estimates and figures depicting the alternatives are detailed below:

3.5.1 C-1 - Grit Removal System

The City's existing Eutek "Teacups" and "Grit Snail" grit removing and dewatering units have outlived their useful life and are in need of replacement. Possible replacements are exhibited in the following alternatives:

3.5.1.1 Option C-1 (a) - Replace Four (4) Eutek Teacups and Grit Snail

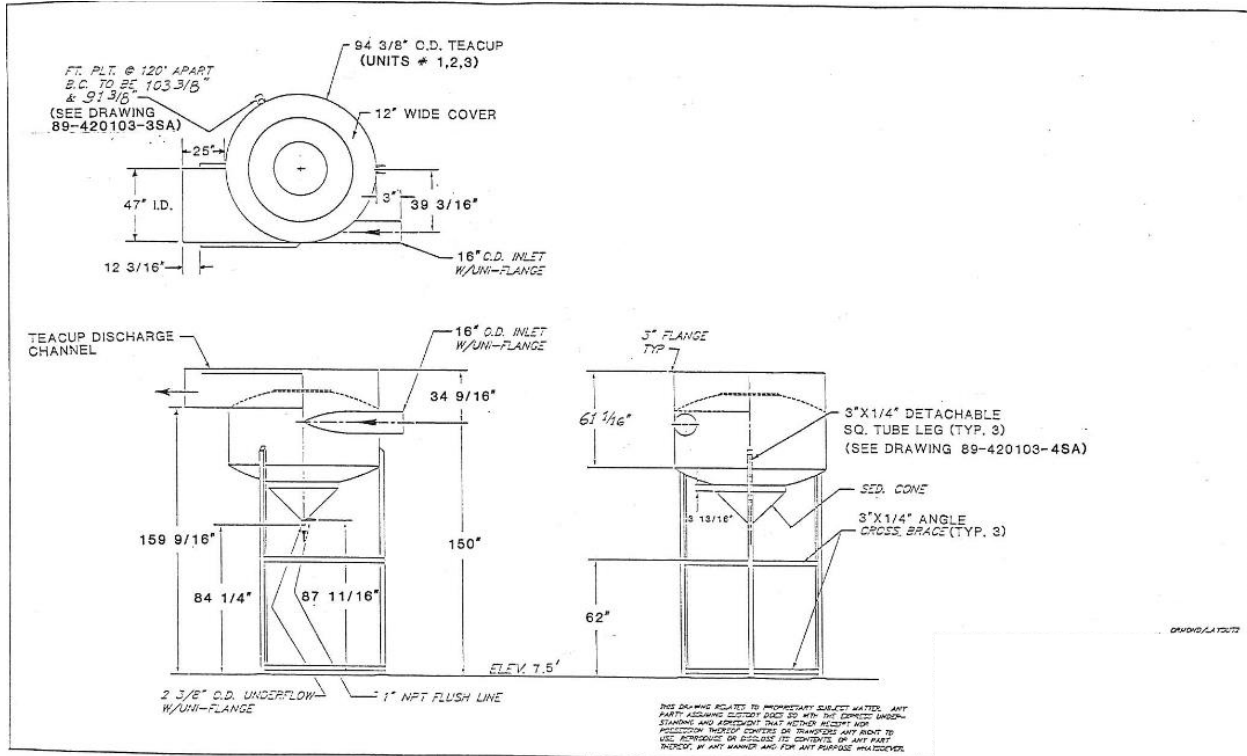
This alternative involves replacing the four (4) Eutek Teacups and Grit Snail in kind. No modification to the existing headworks structure would be required. **Figure 35** and **Figure 36** show a plan and profile of the existing Eutek Teacups.



EXISTING HEADWORKS AND BARSCREENS (STRUCTURE #130)

**Mead
& Hunt**
FIGURE 35

FIGURE 36: EUTEK TEACUP PROFILE VIEW



3.5.1.2 Option C-1 (b) - Install two (2) Headcells with Grit Cleanse System

The HeadCell is an all-hydraulic grit concentrator, which uses vortex flow and a stacked tray design to efficiently capture and settle fine grit via large surface area and short settling distances. The unit can be installed into the process flow, downstream of screening, in any system where limited head is available. The unit requires no external power source, has no internal moving parts, is self-cleaning, and has a compact modular construction.

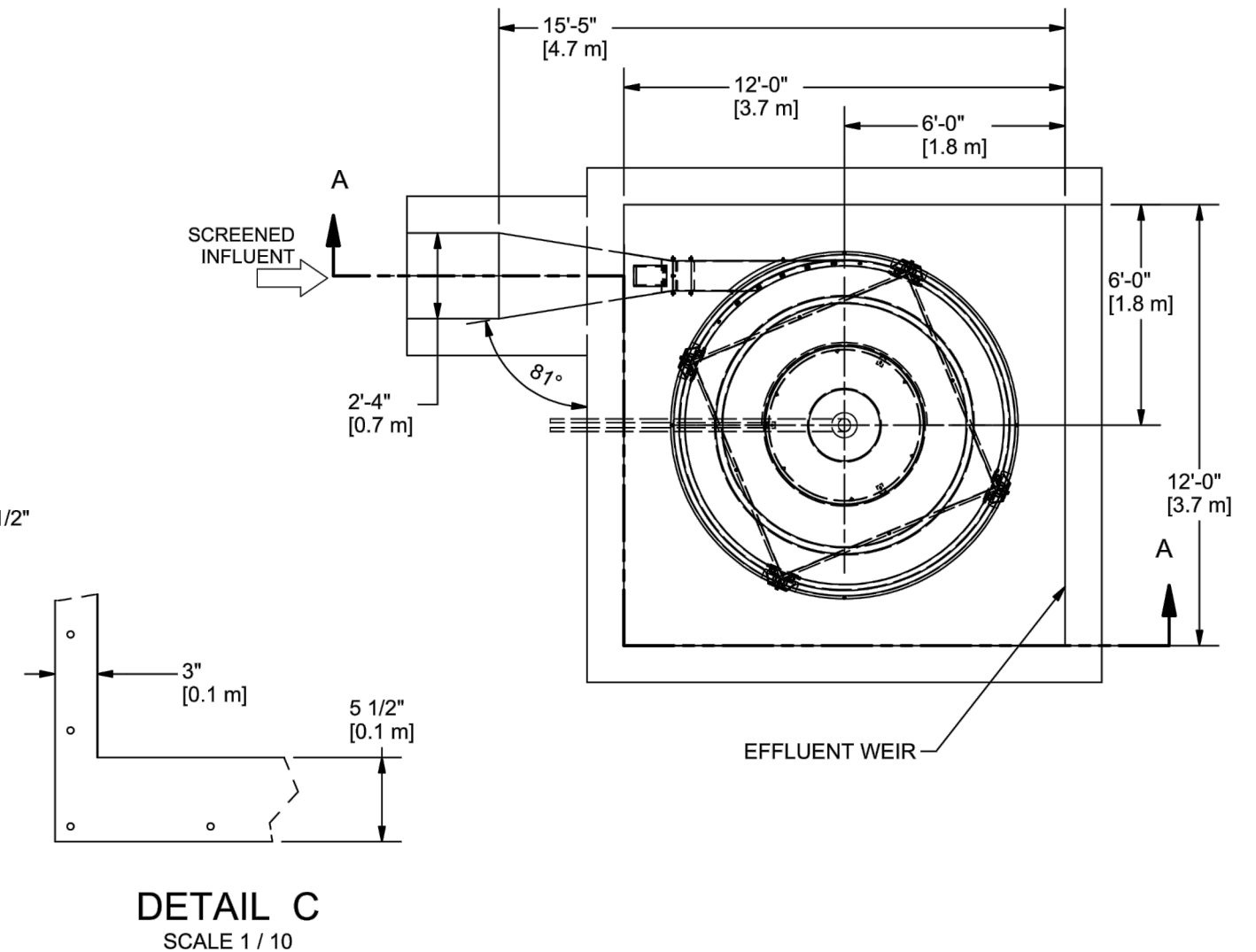
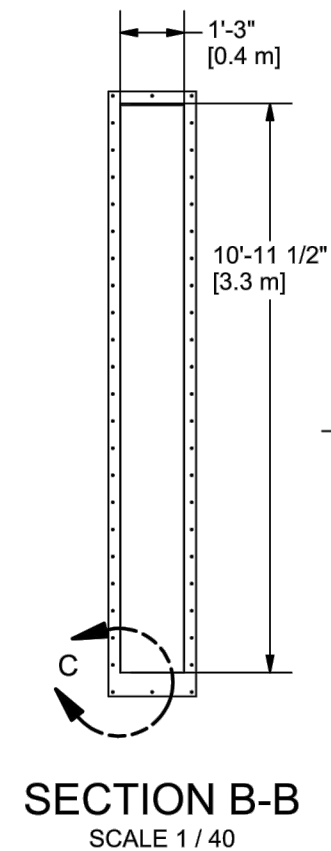
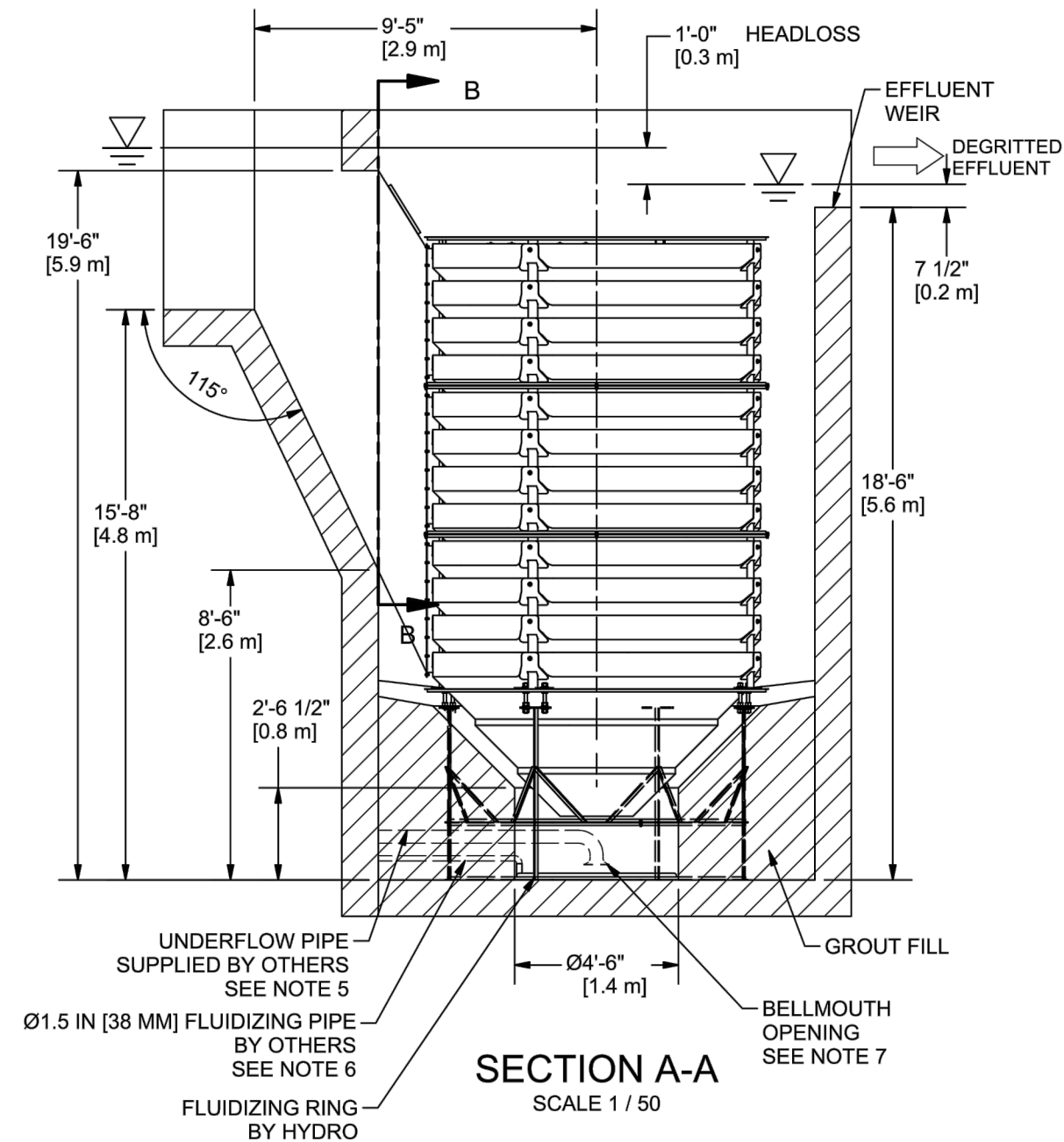
Details of the HeadCell unit within the Port Orange WWTP existing influent structure is shown in **Figure 37** and **Figure 38**. **Appendix C** details the design specifications for the HeadCell unit.

The Hydro GritCleanse™ is a fully automated, high efficiency unit that effectively removes, washes, and dewateres fine grit, sugar sand, and high-density fixed solids from grit slurries. The large conical clarifier with tangential inlet and internal baffle enhances the settling of fine particles and the fluidized sand bed scrubs off and separates attached organics, resulting in a dry grit with extremely low organic content suitable for landfill disposal.

Figure 39 displays a drawing of the Hydro GritCleanse unit. **Appendix C** details the design specifications for the GritCleanse unit.

DO NOT CHANGE DUCT LAYOUT OR PIPE ORIENTATION
WITHOUT CONSULTING HYDRO INTERNATIONAL

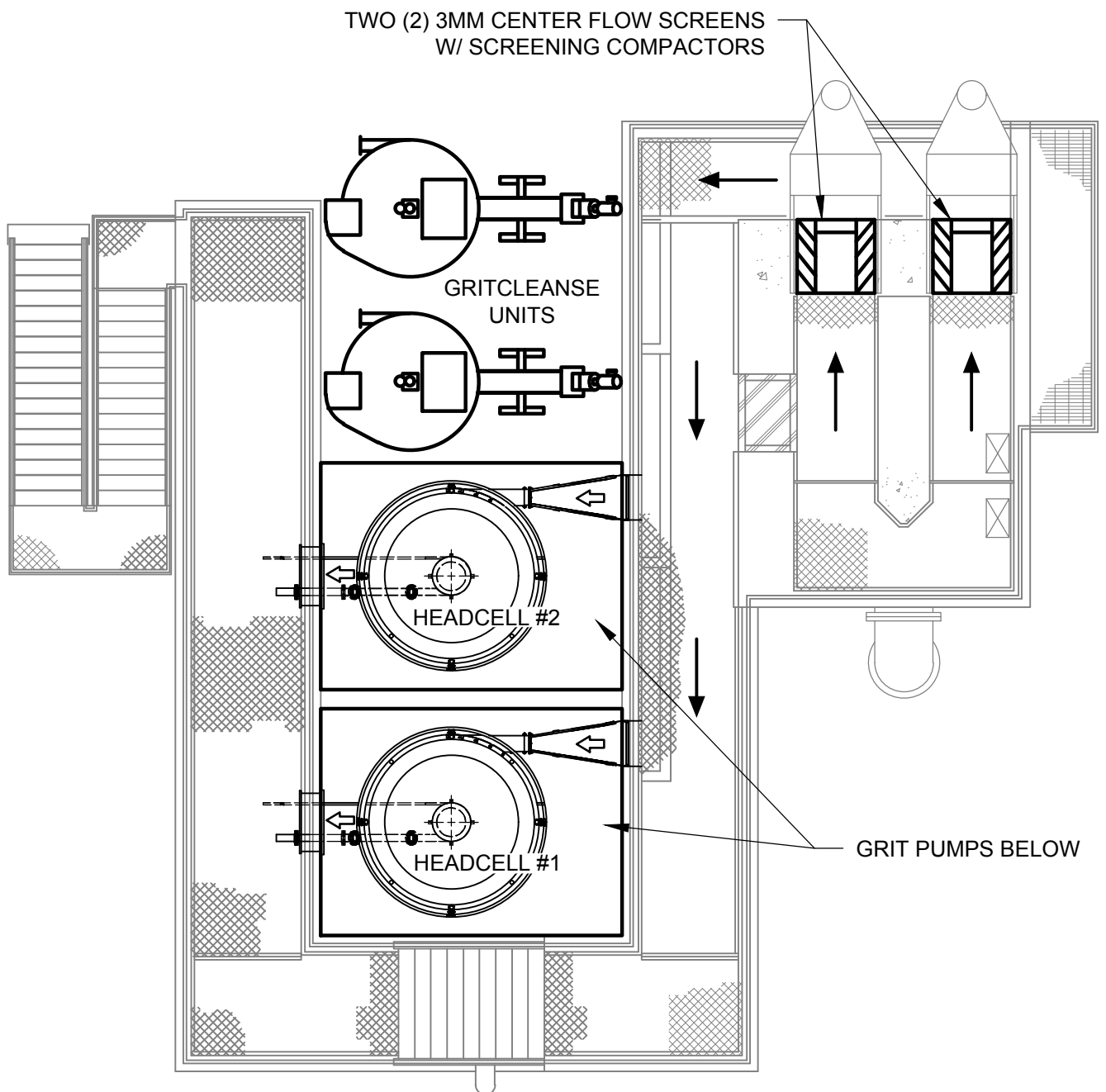
2. ALLOW GRIT PUMP TO FULLY DRAIN HEADCELL TANK.
3. PLANT FLOW BYPASS RECOMMENDED TO ALLOW THE HEADCELL TO BE TAKEN OUT OF SERVICE FOR MAINTENANCE.
4. CLOCKWISE & COUNTERCLOCKWISE UNITS ARE AVAILABLE. CW SHOWN.
5. ALTERNATE EFFLUENT CONFIGURATIONS ARE AVAILABLE.
6. THE GRIT PUMP SUCTION PIPE SHOULD BE DESIGNED FOR A 4-7 FT/S [1.2-2.2 M/S PIPE VELOCITY].
7. FLUIDIZING WATER REQUIREMENTS
INTERMITTENT 32 GPM [2.0 L/S] AT 50 PSI
8. DISTANCE BETWEEN BELL MOUTH AND BOTTOM OF TANK 1.25 X SUCTION PIPE DIAMETER



HEADCELL UNIT (STRUCTURE #130)

**Mead
& Hunt**

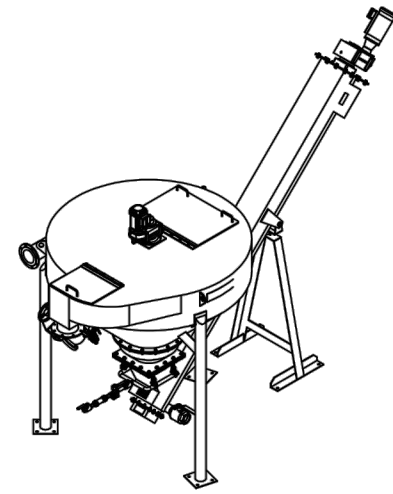
FIGURE 37



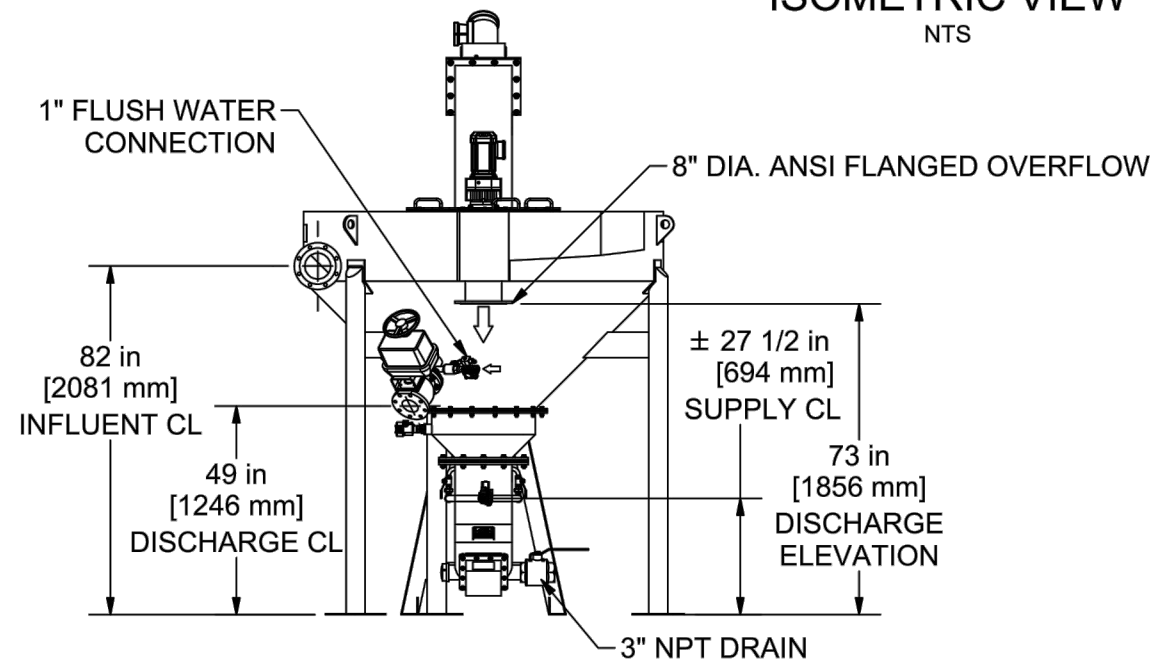
HEADWORKS WITH HEADCELLS (STRUCTURE #130)

**Mead
& Hunt**

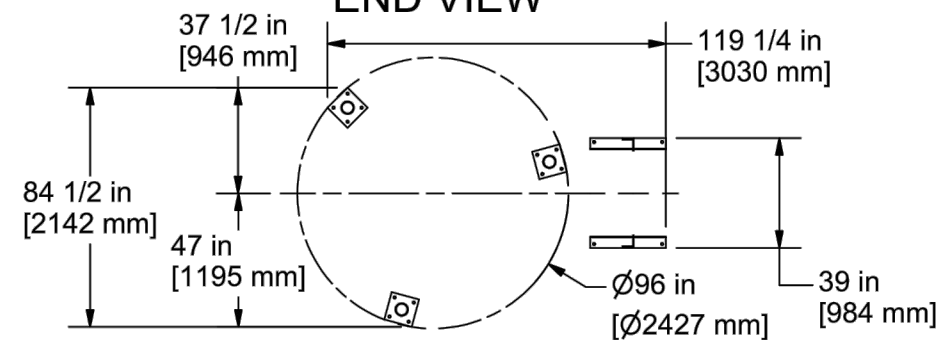
FIGURE 38



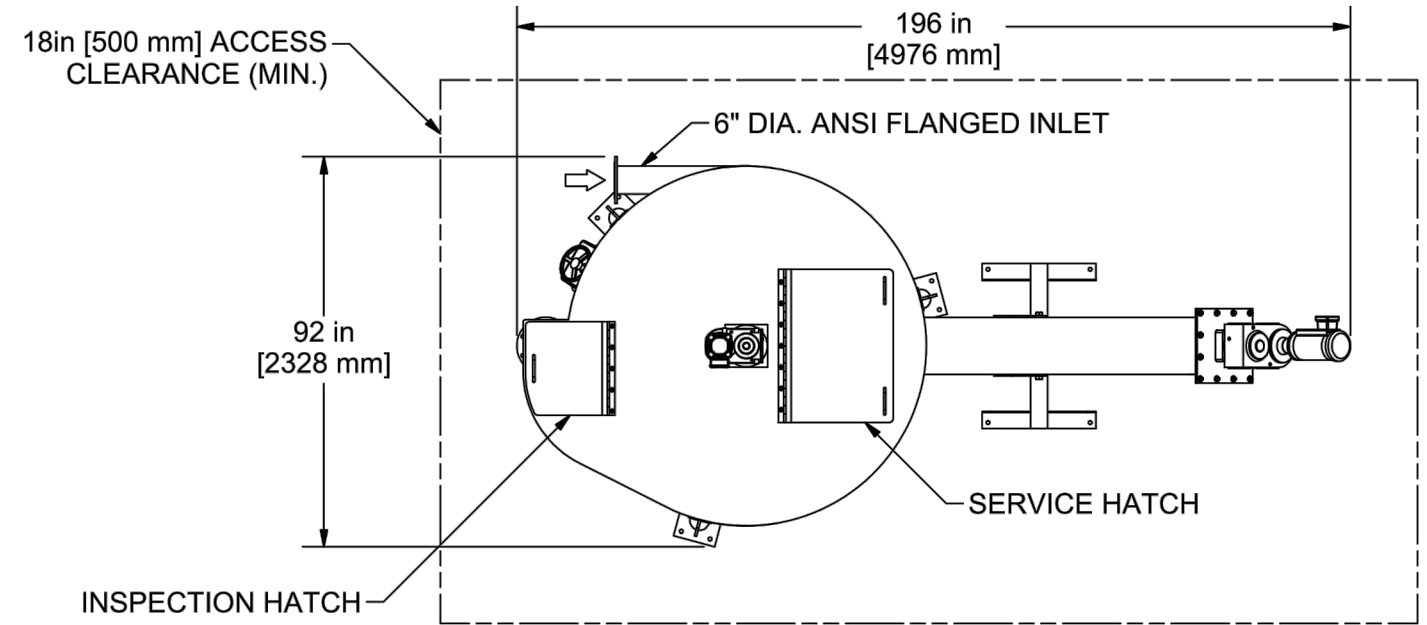
ISOMETRIC VIEW
NTS



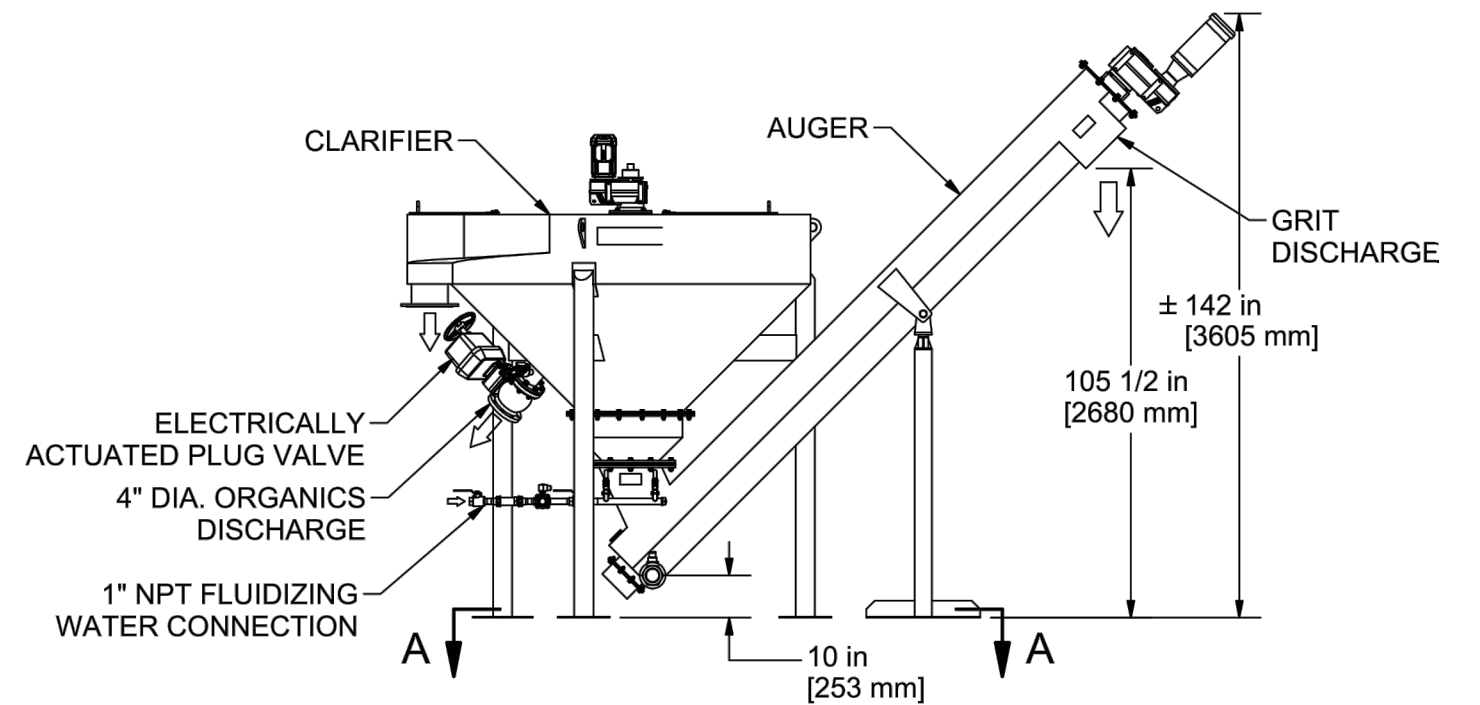
END VIEW



FOOTPRINT A-A
NTS



PLAN VIEW



SIDE VIEW

HYDRO GRITCLEANSE UNIT
(STRUCTURE #130)



Upstream of the HeadCell units will be revised screening configuration based on selected BNR process.

3.5.1.3 Option C-1 (c) – No Action

Under this alternative there are no changes to the existing grit removal system. The existing Eutek Teacups and Grit Snail would continue to operate and would likely need frequent maintenance and repair as they continue to age.

3.5.1.4 C-1 – Cost Evaluation

TABLE 29: COST COMPARISON FOR GRIT REMOVAL¹

Item	Description	Option C-1 (a) - Replace Eutek Teacups in Kind	Option C-1 (b) - Remove Teacups and Install (2) HeadCells
1	Structural	-	\$1,000,000
2	Grit Removal Equipment	\$1,800,000	\$2,000,000
3	Grit Dewatering Equipment	\$200,000	\$500,000
4	Existing Piping Changes	\$20,000	\$50,000
5	I&C Upgrades	\$50,000	\$50,000
	Subtotal	\$2,070,000	\$3,600,000
	GC OH & Profit @ 20%	\$414,000	\$720,000
	Total Capital Cost	\$2,484,000	\$4,320,000
		Life Cycle Cost Analysis	
	Annual O&M	\$103,500	\$180,000
	Planning Period (yrs.)	20	20
	Estimated Inflation	3%	3%
	Present Worth	\$4,024,000	\$6,998,000

¹No capital cost associated with Option C-1 (c) – No action

3.5.1.5 C-1 – Evaluation and Recommendation

TABLE 30: EVALUATION MATRIX FOR GRIT REMOVAL

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/Reliability	Total
Option C-1 (a) - Replace Eutek Teacups in Kind	3	2	2	7
Option C-1 (b) - Remove Teacups and Install (2) HeadCells	2	3	3	8
Option C-1 (c) - No Action	-	-	1	1

¹Highest Score: 3; Lowest Score: 1. See Section 3.1 for detailed explanation

²No capital cost associated with this option

³Not applicable for this option

Based on the evaluation contained herein, **Option C-1 (b) - Remove Teacups and Install two (2) Headcells is the recommended alternative for WWTP Grit Removal System.** It offers the following advantages over Option C-1 (a) – Replace Existing Teacups in Kind:

- Significantly higher grit capture rate
- Better suited for the recommended IFAS BNR process

Option C-1 (c) – No action provides no benefits other than initial capital cost savings and will continue to have increased O&M costs over time with diminished performance,

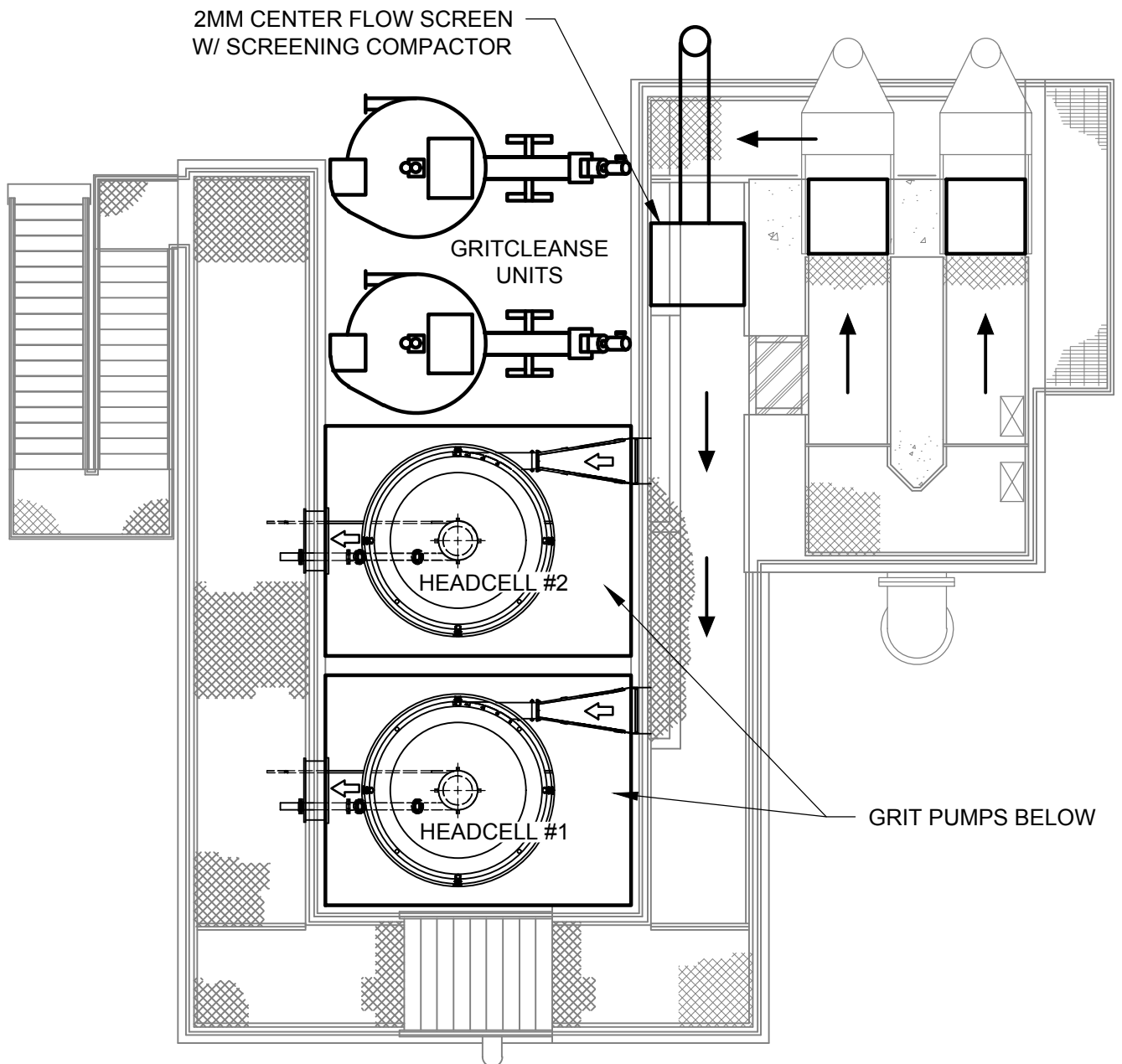
3.5.2 C-2 – Center Flow Screening

The City's current solids capture rate from primary screening is inadequate for the recommended IFAS BNR process. The implementation of center flow screening would greatly increase the solids capture rate and satisfy the upstream requirements of the IFAS BNR process.

3.5.2.1 Option C-2 (a) – Supplemental 12 MGD, 2 mm Center Flow Fine Screening

If the IFAS BNR process is selected, supplemental fine screening is required. This alternative involves the installation of a 2 mm center flow fine screen downstream of the existing Vulcan 3 mm stepscreens. The 2 mm center flow fine screen will provide a sufficient capture rate for the IFAS process. The center flow screen will have a back plate set at a specific elevation that will act as a bypass weir in case of blinding. Since the screen has its own bypass, there is no need to construct a concrete bypass around the channel. This screen will need to have an ADF capacity of 12 MGD and peak hour (PHF) capacity of 24 MGD.

Figure 40 displays the layout of the headworks with the proposed fine screen.



PROPOSED HEADWORKS
NTS

**HEADCELL WITH 2MM
CENTER FLOW SCREEN
(STRUCTURE #130)**

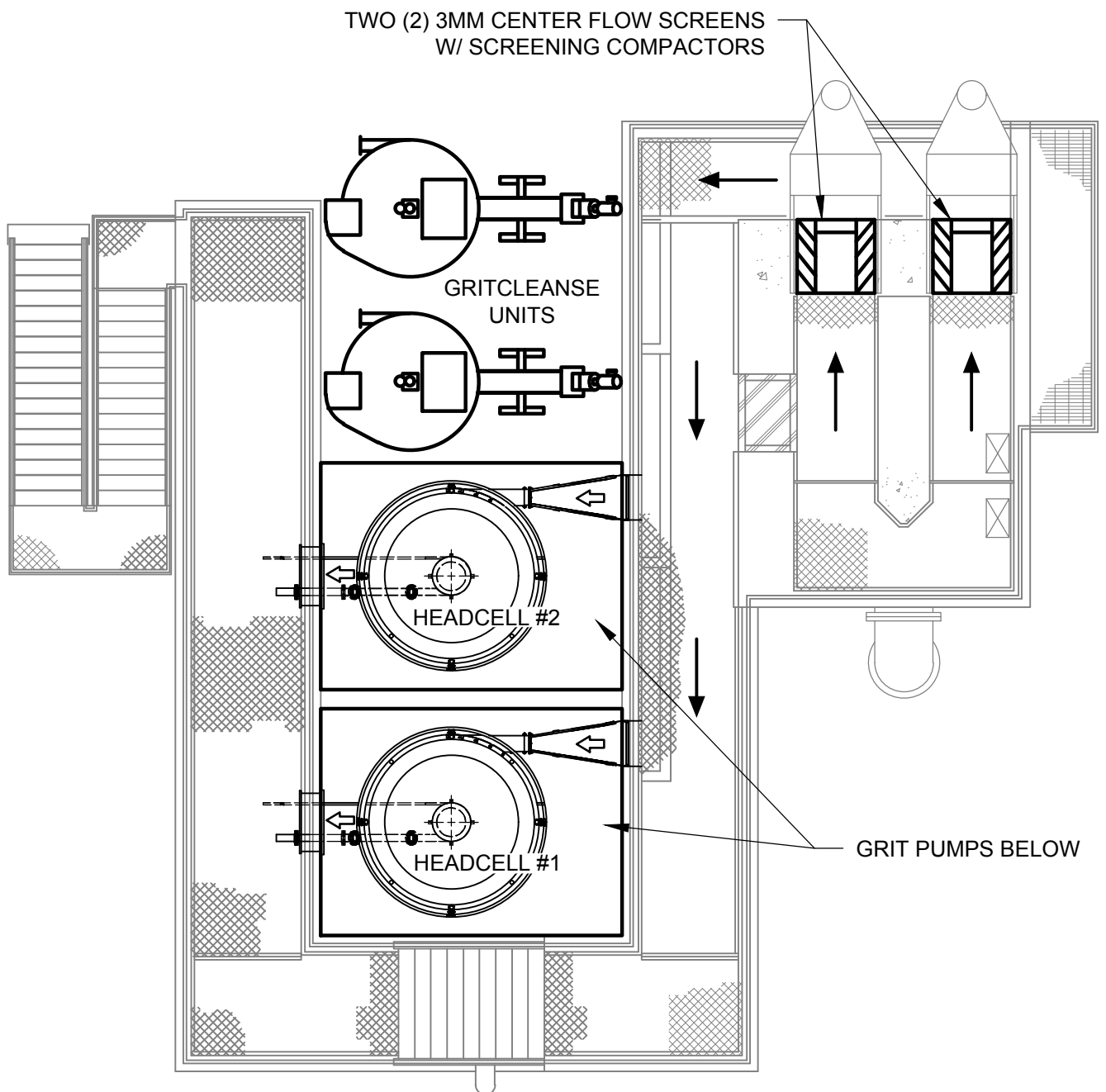
**Mead
& Hunt**

FIGURE 40



3.5.2.2 Option C-2 (b) – Two New 6 MGD, 3 mm Center Flow Screens

This alternative involves replacing the existing Vulcan 3 mm stepscreens with two (2) 3 mm center flow screens. By installing center flow screens in place of the existing barscreens, there would be no need for supplemental fine screening. The performance of two (2) 3 mm Hydro-Dyne center flow screens would be sufficient for all BNR process being evaluated, including the recommended IFAS BNR Process. Each screen would have an ADF capacity of 6 MGD and PHF capacity of 12 MGD. In addition, this alternative would require minimal concrete work as the center flow screens would set in the same location of the existing barscreens. **Figure 41** shows two (2) center flow screens in the existing headworks structure.



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HEADWORKS WITH HEADCELLS (STRUCTURE #130)

**Mead
& Hunt**

FIGURE 41

3.5.2.3 Option C-2 (c) – No Action

Under this alternative no center flow screening will be added to the headworks. Since the existing screening is not sufficient for alternative BNR processes, other methods of fine screening would need to be explored if the City wanted to move away from the current A²O process.

3.5.2.4 C-2 – Cost Evaluation

TABLE 31: COST COMPARISON FOR CENTER FLOW SCREENING¹

Item	Description	Option C-2 (a) - Supplemental 12 MGD, Center Flow Fine Screen	Option C-2 (b) – Two (2) New 6 MGD, 3 mm Center Flow Screens
1	Structural and Channel Modifications	\$500,000	\$50,000
2	Center Flow Screens	\$1,300,000	\$1,800,000
3	Washing Compactor	\$200,000	\$400,000
4	Electrical I&C	\$200,000	\$200,000
	Subtotal	\$2,200,000	\$2,450,000
	GC OH & Profit @ 20%	\$440,000	\$490,000
	Total Capital Cost	\$2,640,000	\$2,940,000
		Life Cycle Cost Analysis	
	Annual O&M	\$30,000	\$49,000
	Planning Period (yrs.)	20	20
	Estimated Inflation	3%	3%
	Present Worth	\$3,086,000	\$3,669,000

¹No capital cost associated with Option C-2 (c) – No action

3.5.2.5 C-2 – Evaluation and Recommendation

TABLE 32: EVALUATION MATRIX FOR CENTER FLOW SCREENING

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/Reliability	Total
Option C-2 (a) – Supplemental 12 MGD, 2 mm Center Flow Fine Screen	3	2	2	7
Option C-2 (b) – Two 6 MGD, 3 mm Center Flow Screens	2	3	3	8
Option C-2 (c) - No Action	– ²	– ³	1	1

¹Highest Score: 3; Lowest Score: 1. See Section 3.1 for detailed explanation

²No capital cost associated with this option

³Not compatible with any alternative BNR Processes

Based on the above table, **Option C-2 (b) Two 6 MGD, 3 mm Center Flow Screens** is the recommended alternative for Center Flow Screening due to its cost and higher compatibility with the recommended IFAS BNR Process.

3.6 Secondary Clarifiers

The existing collection and clarifier drive equipment are greater than 30 years old and have already been rebuilt once. They have reached the end of their useful life and are in need of replacement. The tanks are in good condition. The existing weirs are exposed to atmosphere and have developed considerable algae growth that requires frequent maintenance. Submerged weirs or weir covers are recommended to mitigate algae growth.

All clarifier alternatives will include new dry pit submersible RAS/WAS pumps, valves, piping and flow meters for both trains.

The options being considered for secondary clarification are as follows:

D-1 (a) – Spiral Blade Collection Mechanism with Weir Covers

D-1 (b) – Spiral Blade Collection Mechanism with Submerged Weirs

D-1 (c) – No Action

Descriptions, cost estimates and figures depicting the alternatives are detailed below:

3.6.1.1 Option D-1 (a) – Spiral Blade Collection Mechanism with Weir Covers

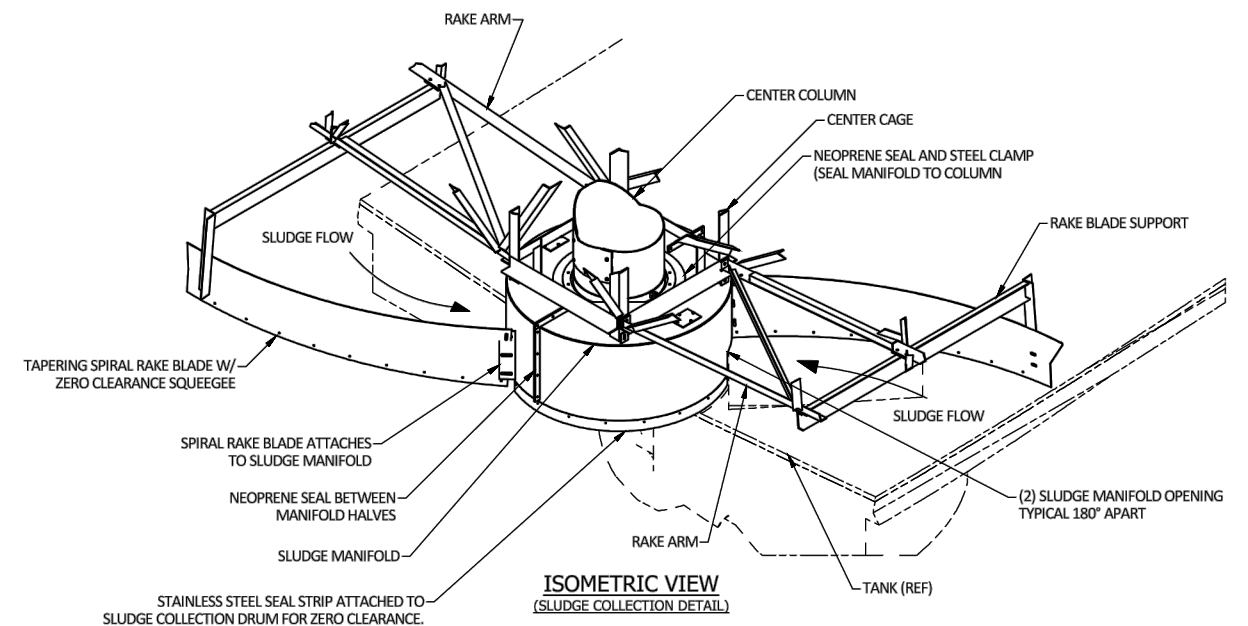
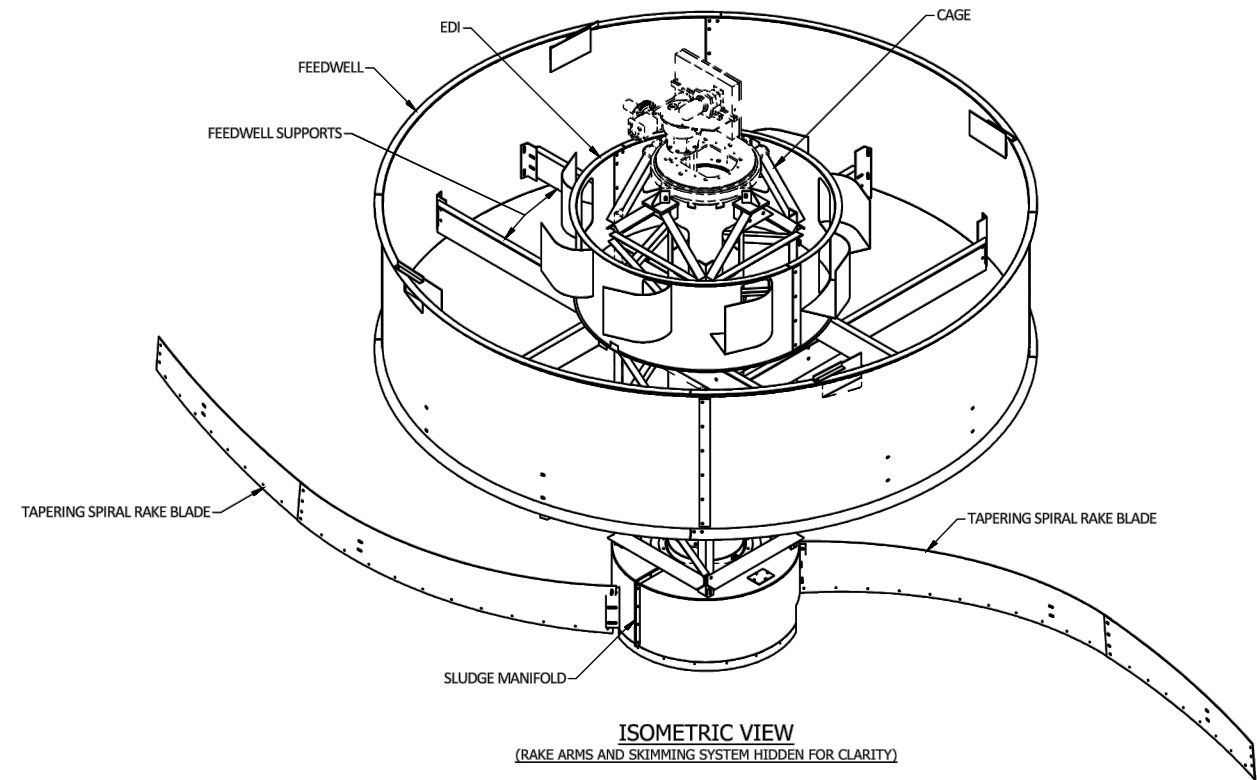
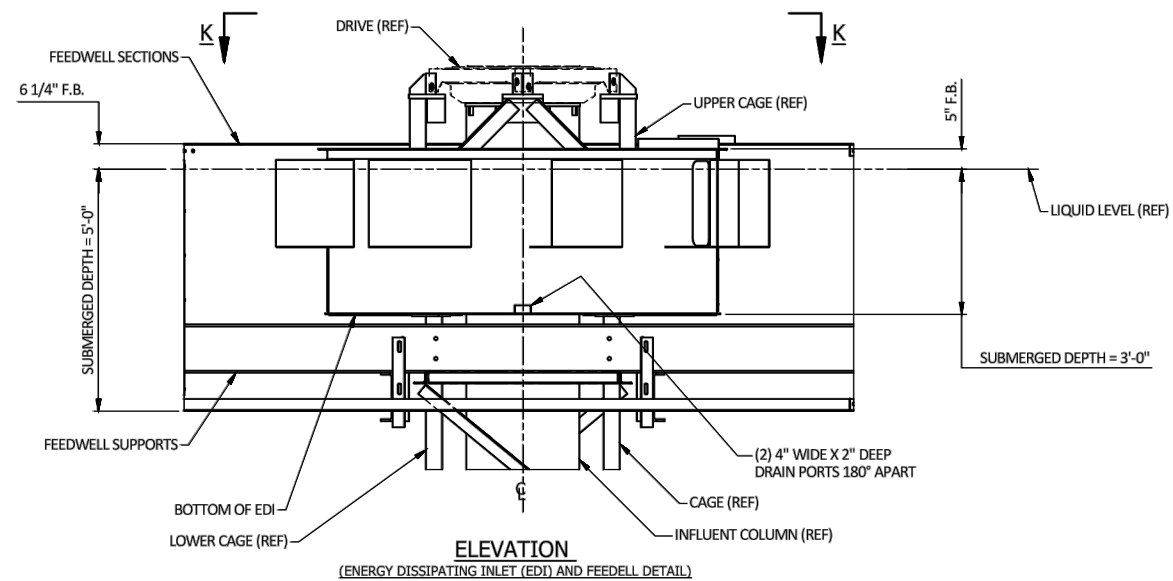
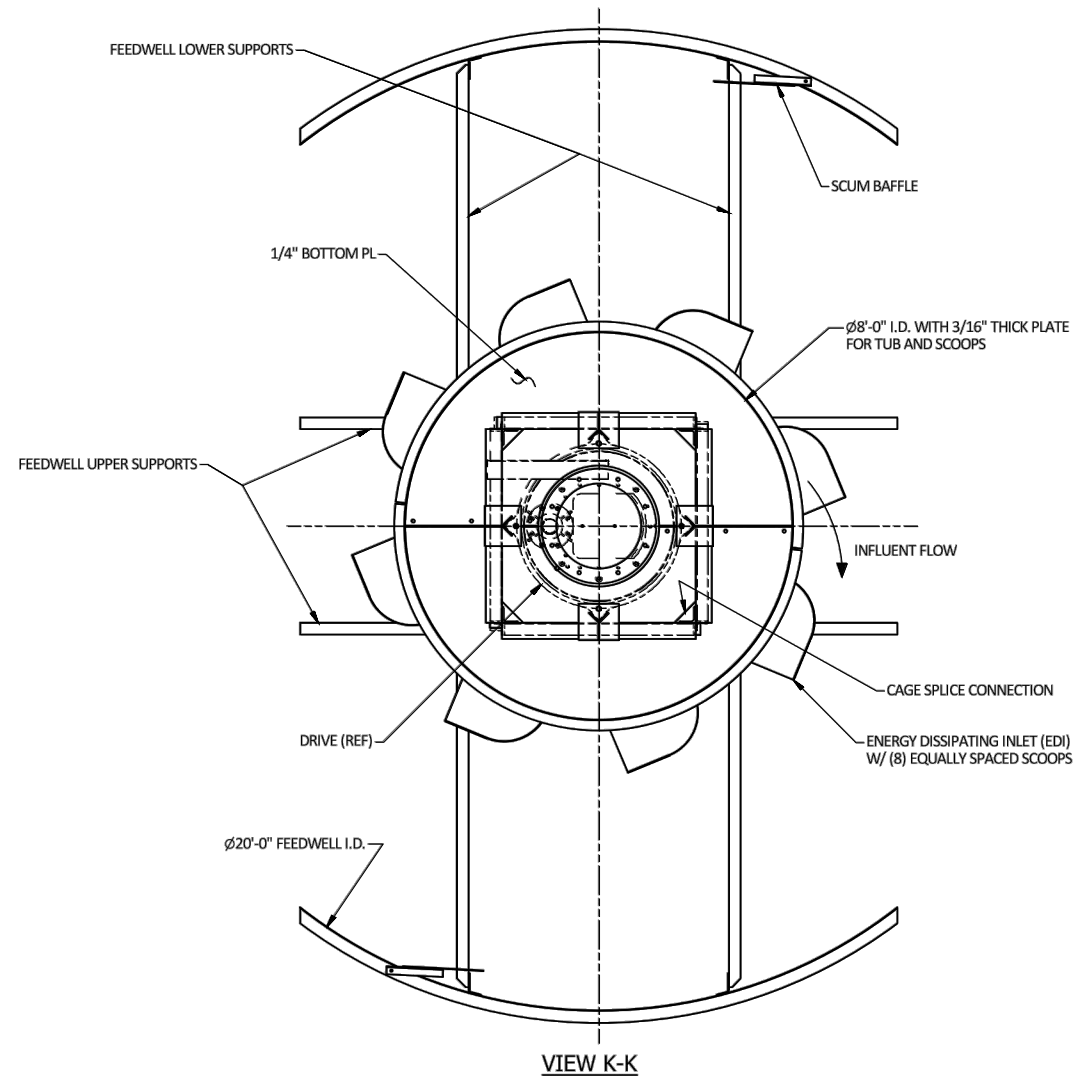
The components within the exiting secondary clarifiers have reached the end of their useful life and are in need of replacement. Four (4) 80-foot diameter clarifiers will be stripped down and replaced with Ovivo “C4” spiral blade clarifier components. The internal components as shown in **Figure 42** include:

- Complete C40HT drive assembly, with gear motor and drive torque control
- Complete motor drive package, including 1 hp gearmotor, sprockets, chain, and guard
- Drive torque control with micro switches and actuating pin
- Cage, 4 ft square box truss design, Carbon Steel
- Influent column, 30” diameter x 1/4” plate, flanged with influent ports, Carbon Steel.
- Rake arms, two full radius square box truss design including spiral rake blades (3/16” thick plate), Carbon Steel, with stainless steel squeegees. Blades taper from 8” at tank wall to 24” at tank center
- Rotating sludge collection drum, 8’-0” diameter, Carbon Steel
- Feedwell, 20’ diameter x 6’ deep x 3/16” plate with supports, Carbon Steel
- Energy dissipating inlet, 7’ diameter x 3.5’ deep with scoop gates and bottom plate, Carbon Steel
- Two (2) scum skimmers arms, Carbon Steel with skimming mechanisms and (1) 4’ wide scum collection box with supports and outlet nozzle.
- Effluent weir plates, FRP, 9 inch deep x 1/4” thick with 2 1/2” deep 90 degree V-

notches spaced at 6 inch intervals.

- Scum baffle plates, FRP, 12 inch deep x 1/4" thick includes FRP supports.
- Launder system, FRP, 30 inch wide x 21 inch (nom) deep x 1/4" thick including drop out launder and supports fastened to tank wall.
- FRP weir covers will be installed to mitigate algae growth.

Ovivo's complete design proposal is shown in **Appendix D**.



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EXISTING CLARIFIERS - PROPOSED EQUIPMENT (STRUCTURES # 300, 310, 320 & 330)

**Mead
& Hunt**
FIGURE 42

3.6.1.2 Option D-1 (b) – Submerged Weirs

This alternative includes all the components of Option D-1 (a) Spiral Blade Mechanism with Weir Covers described above except the FRP launder system and weir covers which will be replaced with:

- FRP Submerged Effluent Launder (self-supporting)

The Submerged Effluent Launder comprising of an upper and lower launder section that performs the following five functions:

- Weir
- Scum Baffle
- Launder
- Density Current Baffle
- Launder Cove

3.6.1.3 Option D-1 (c) – No Action

This alternative involves no modifications to the existing clarifiers.

3.6.1.4 D-1 - Cost Evaluation

TABLE 33: COST COMPARISON FOR CLARIFIER UPGRADES¹

Item	Description	Option D-1 (a) - Spiral Blade Collection Mechanism with Weir Covers	Option D-1 (b) - Spiral Blade Collection Mechanism with Submerged Weirs
1	Clarifier Replacement Components including Installation	\$3,200,000	\$4,000,000
2	Structural work (Repairs)	\$115,000	\$115,000
	Weir Covers	\$550,000	-
	Electrical and I&C	\$150,000	\$150,000
	RAS & WAS Pumps	\$800,000	\$800,000
	Subtotal	\$4,815,000	\$5,065,000
	GC OH & Profit @ 20%	\$963,000	\$1,013,000
	Total Capital Cost	\$5,778,000	\$6,078,000
		Life Cycle Cost Analysis	
	Annual O&M	\$96,300	\$101,300
	Planning Period	20	20
	Estimated Inflation	3%	3%
	Present Worth	\$7,211,000	\$7,585,000

¹No capital cost associated with Option D-1 (c) – No action

3.6.1.5 D-1 – Evaluation and Recommendation

TABLE 34: EVALUATION MATRIX FOR CLARIFIER UPGRADES

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/ Reliability	Total
Option D-1 (a) - Spiral Blade Collection Mechanism with Weir Covers	3	3	1	7
Option D-1 (b) - Spiral Blade Collection Mechanism with Submerged Weirs	2	3	3	8
Option D-1 (c) - No Action	- ²	- ³	-	-

¹Highest Score: 3; Lowest Score: 1. See Section 3.1 for detailed explanation

²No capital cost associated with this option

³Not applicable for this option

Based on the above evaluation, **Option D-1 (b) – Spiral Blade Collection Mechanism with Submerged Weirs** is recommended alternative for secondary clarification. This option has a slightly higher capital cost than Option D-1 (b) – Spiral Blade Collection Mechanism with Weir Covers but the City Staff has provided a higher weightage (score) on O&M/Reliability.

Option D-1 (c) – No Action provided no benefits except capital cost savings. The WWTP will continue to incur increased O&M costs and will eventually have to replace all internal components described above.

3.7 Deep Bed Filters

The existing filters are recommended for replacement with DeNora filters due to the City's proven and successful history with the DeNora filters along with the existing filter layout and dimensions.

Technological advancements including significant control system improvements have been made in the DeNora TETRA™ DeepBed™ filter system to automate operations and reduce maintenance needs including automated carbon dosing, nitrate monitoring, air valve control, filter valve control, and backwash sequencing. Proposed filter improvements and replacement are detailed in this section. This work is already under design and scheduled for construction in the beginning of 2023. Estimated costs are not included herein. This work is already funded under the current C.I.P.

Filter Underdrain and Media

The filter underdrain provides support to the heavy filter media and passage for the collected filtered water. While the underdrain must support the filter media, it must also resist uplift and distribute backwash water and air. Rehabilitation and replacement of the existing filters will consist of:

- Removal of existing underdrain block and replace with new concrete filled HDPE jacketed underdrain block in each of the six (6) filter cells (**Figure 43**)
- Removal of all existing gravel and sand media and replacement with 1'-6" of new gravel and 6'-0" of new sand filter media in each of the six (6) filter cells

- Remove existing sump cover and debris inside sump in each filter of the six (6) filter cells and reinstall sump covers
- Power wash all filter floors, walls, and sump surfaces in each of the six (6) filter cells

FIGURE 43: PROPOSED DENORA UNDERDRAIN BLOCK



Flow Monitoring and Filter Flow Split

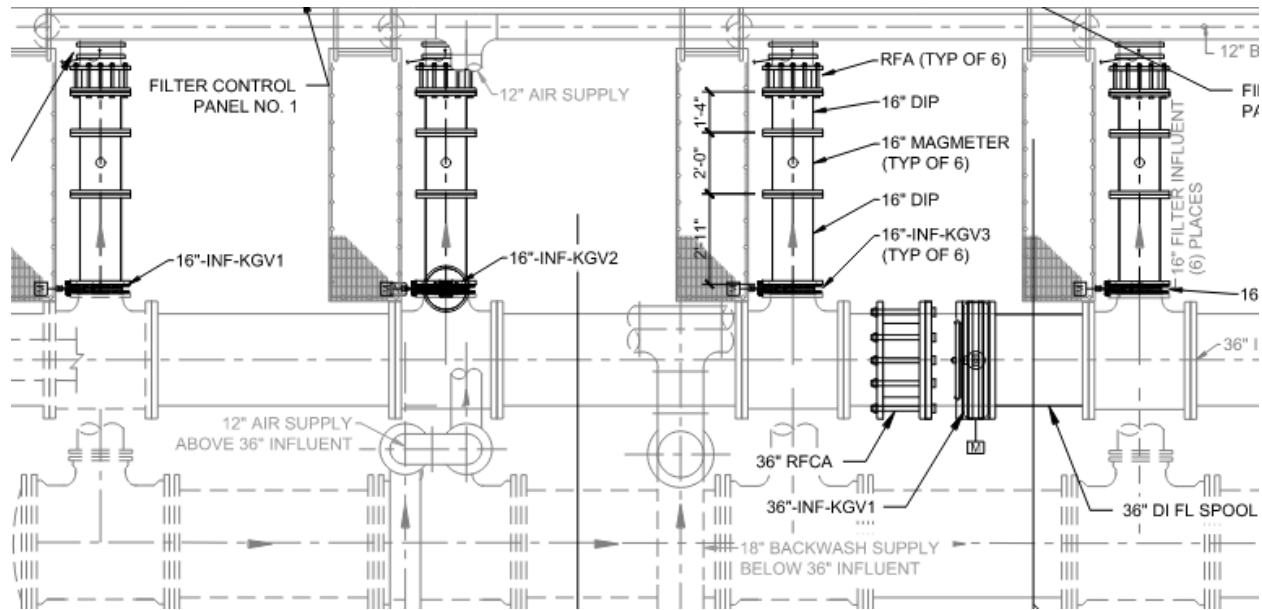
The two (2) existing in-line venturi flow meters do not currently provide accurate flow measurements and does not provide the City with the ability to determine flow to each filter cell. Inaccurate readings may be due to flow meter location being too far from the filter influent and/or recalibration is needed. The following is recommended:

- Remove and dispose of two (2) existing 36-inch insert venturi flow meters (optional)
- Remove all six (6) 16-inch pneumatic actuated influent line butterfly valves and replace with six (6) new 16-inch electric actuated modulating butterfly valves. Valves will modulate to provide an even flow split across all online filter cells.
- Install six (6) new mag meters, one (1) on each 16-inch filter influent line, proving individualized filter cell flow rates
- Install one (1) 36-inch motorized butterfly valve to provide ability to isolate the north and south clarifier flows and allow shut down of half of the filter cells
- Remove all pneumatic air lines
- Clean, sand blast and paint all existing piping

Dedicated mag meters, as shown in **Figure 44** below, will allow the City to measure and record flows going to each filter cell and modulate the proposed butterfly valves to obtain even flow split across all six (6) filter cells. The mag meters will also provide more accurate flow measurement over a wider range of flows than the existing venturi meters. Manufacturer upstream and downstream straight run tolerances will be coordinated in the detailed design phase to ensure accurate flow measurements.

In addition to the proposed flow split control scheme, each existing filter weir elevation should be verified through field survey or at a minimum visually inspected. Modifications to the weirs such as adjustable weir plates and concrete grinding can be utilized to modify existing weir elevations to match across all six (6) filter cells.

FIGURE 44: PROPOSED INFLUENT HEADER MODIFICATIONS

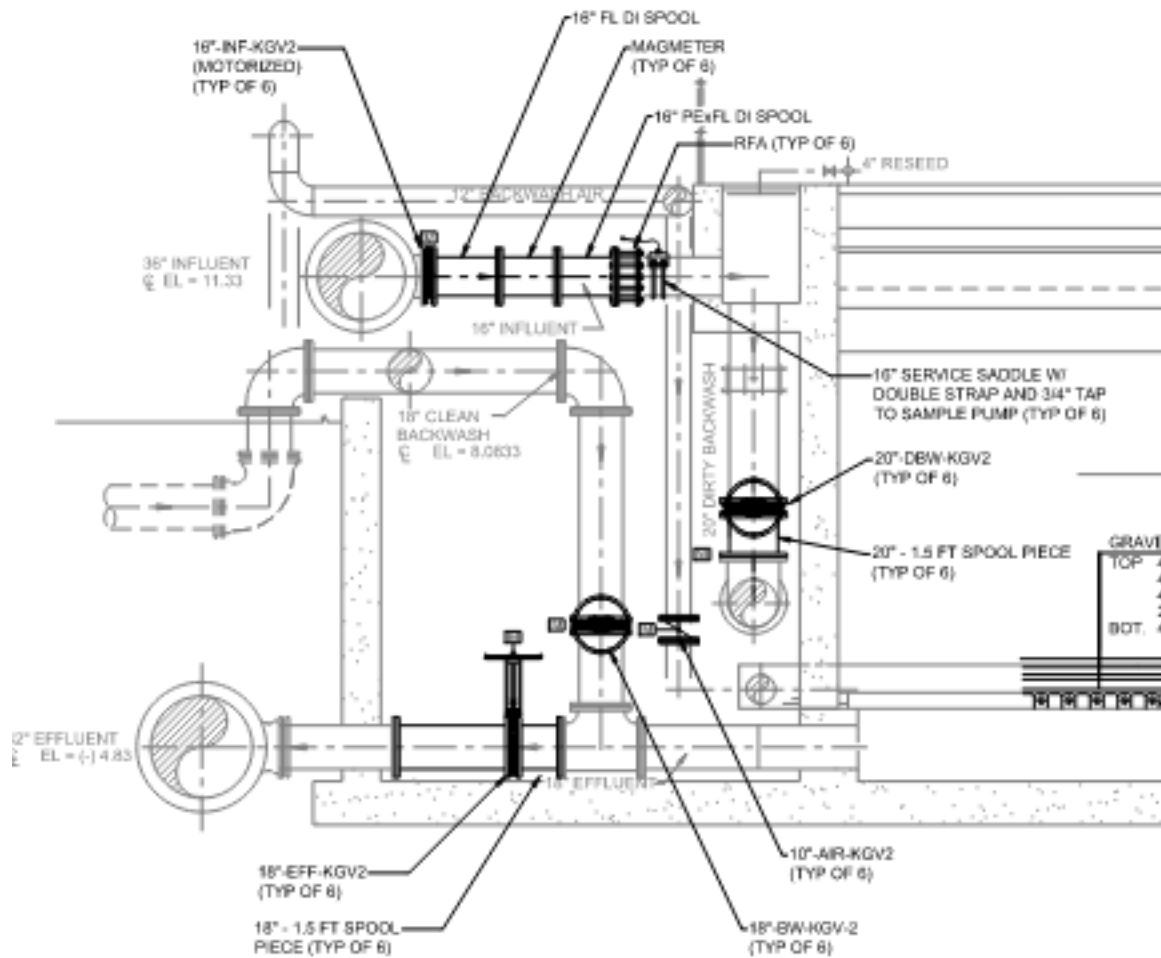


Effluent Piping and Filter Level

The filter levels can be better controlled by modulating the filter effluent butterfly valves. Filter level control will alleviate clearwell surges and limit dissolved oxygen (DO) introduction over the influent weir (minimizing carbon demand for denitrification). The following is recommended and is shown in **Figure 45** below:

- Install six (6) 18-inch insertion resilient seated gate valves on the existing effluent header located inside the filter piping gallery to provide operational flexibility of effluent line maintenance; installation will require special attention to maintenance of plant operations
- Replace all six (6) existing 18-inch effluent header butterfly valves with new 18-inch motor actuated modulating butterfly valves
- City to verify existing conditions of filter piping gallery sump pump and float switches
- Provisions to minimize valve electric actuator flooding in filter gallery piping area such as replacement of existing sump pump and control floats, additional sump pump installation, diesel back up power connection to the sump pumps, and/or IP68 rated actuators for valves located below the top of wall.
- Clean, sand blast and paint all existing piping

FIGURE 45: PROPOSED EFFLUENT FILTER PIPING MODIFICATIONS



The City is currently under working on above-described improvements as part of a separate contract and hence, these improvements will not be considered to part of this Facility Plan.

3.7.1.1 Cost Evaluation

This project is currently being designed and will be constructed in fiscal year (FY) 22/23. It is not currently proposed for funding as part of this clean water state revolving fund (SRF) program. As such, a separate cost evaluation is not prepared for the improvements described herein.

3.8 Disinfection and Effluent Transfer

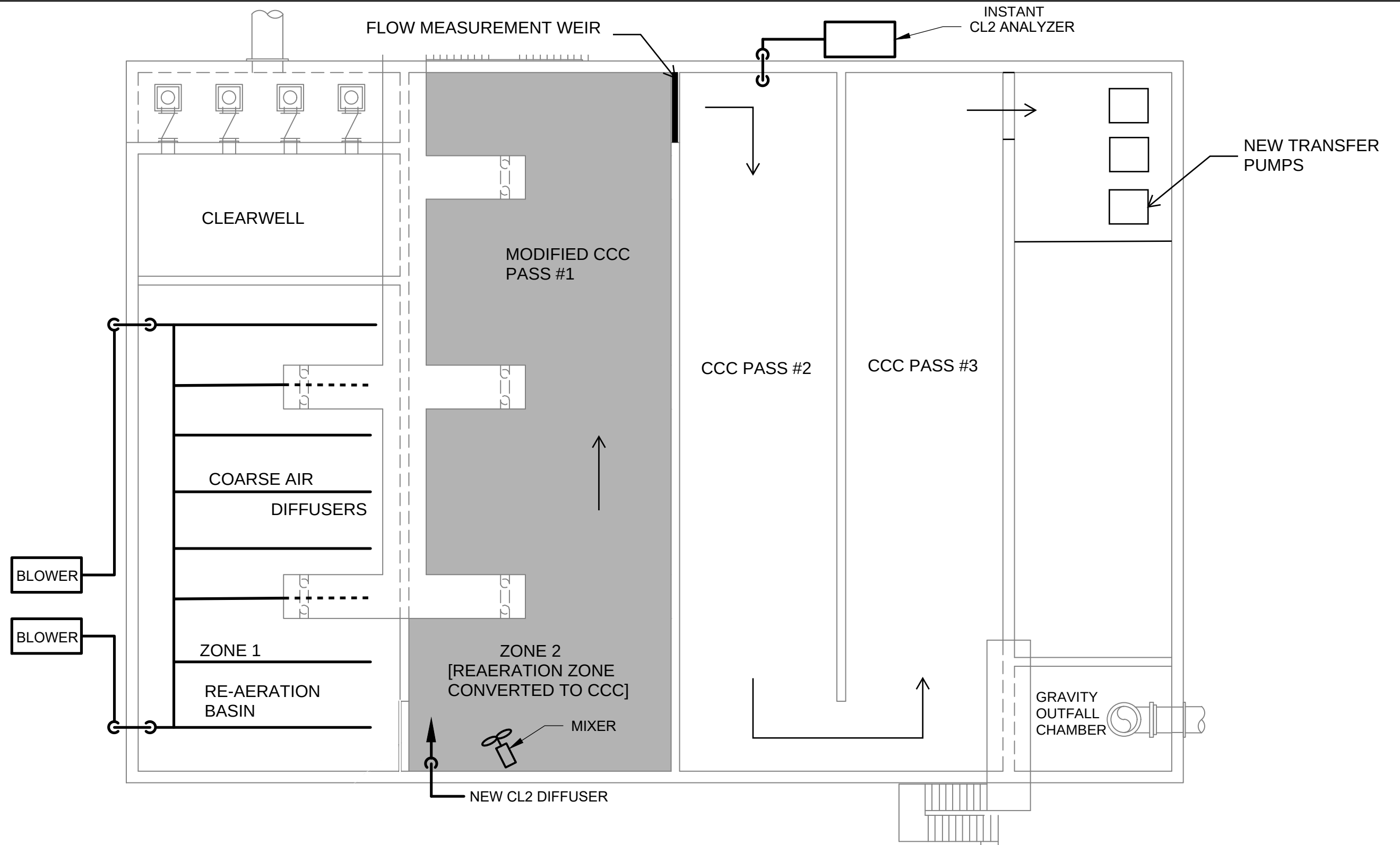
Flow from the deep bed filters is directed to the clearwell and reaeration chamber. Submersible aerators elevate dissolved oxygen levels prior to chlorine contact and transfer to the reuse storage tank. All flow not transferred to reuse is dechlorinated prior to discharge to the Halifax River.

The existing reaeration basin and chlorine contact chamber (CCC) have not been modified in over 20 years. The City's Staff have demonstrated operational challenges of re-aeration and CCC basins with variability of flow changes occurring due to filter backwash and other instrumentation accuracies. Following changes are being proposed as part of WWTP improvements:

- Addressing filterback wash flow variability into the clearwell by installing filter effluent flow modulating valves. This will maintain a steady filter level during the backwash cycle. **This project will be undertaken by the City in 2023-24 and not part of the overall Facility Plan.**
- Removal of existing submersible aerators and installing coarse air bubble diffuser system in Zone 1 as shown in **Figure 46** with two (2) new PD blowers.
- Conversion of Zone 2 of existing re-aeration basin to chlorine contact chamber, as shown in **Figure 46**, providing additional contact time.
- Addition of instantaneous Cl_2 measurement and Cl_2 injection points for optimum Cl_2 dosing.
- Lowering existing stilling wells around the outfall pumps by 1-foot, to increase outfall wetwell capacity, as shown in **Figure 47**.
- Replacing existing 36-in check valve and replacing effluent magmeter (as shown in **Figure 48**) with 90° bends for flooded discharge.
- Dechlorination (sulfur dioxide) improvements including new chemical skids and controls.
- Cover existing structure with aluminum roof system.
- Replace existing three transfer pumps and connect discharge to in-plant reuse system and 14" distribution main.

The outfall pumps are in good condition and will be kept in service as outfall pumps and provide backup to reuse transfer system as its currently utilized.

The transfer pumps need replacement and the entire structure should be covered to reduce Cl_2 consumption and algae growth.



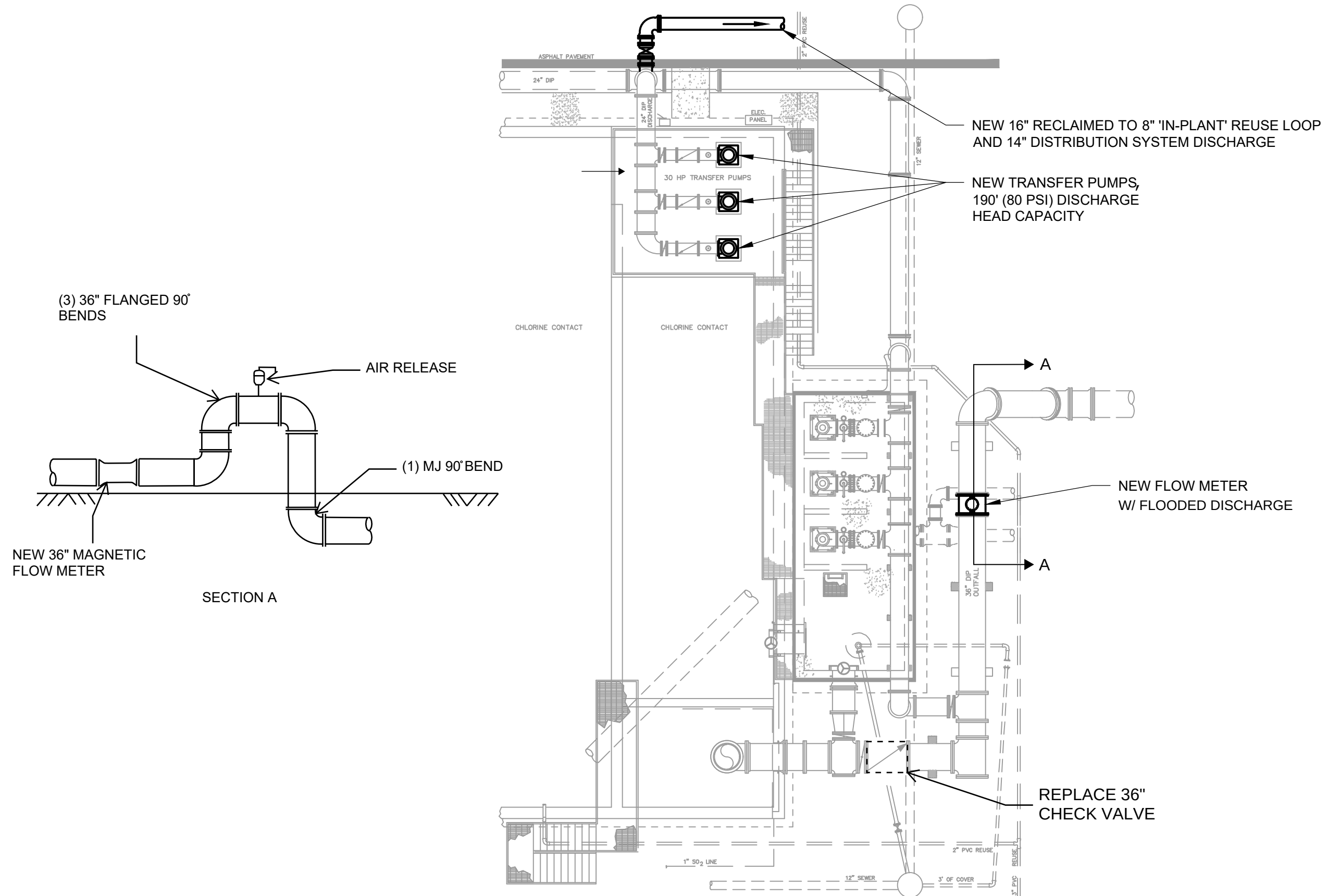
RE-AERATION & CHLORINE CONTACT TANK IMPROVEMENTS
(STRUCTURE #500)

**Mead
& Hunt**
FIGURE 46



**Mead
& Hunt**

FIGURE 47



OUTFALL/TRANSFER PUMP STATION IMPROVEMENTS
(STRUCTURE #520)

The alternatives for existing transfer pumps are evaluated below:

E-1 (a) – Replace Existing Transfer Pumps and Cover Structure

E-1 (b) – Replace Existing Transfer Pumps with New In-Plant Reuse and Cover Structure

E-1 (c) – No Action

Descriptions, cost estimates and figures depicting the alternatives are detailed below:

3.8.1.1 Option E-1 (a) – Replace Existing Transfer Pumps and Cover Structure

The existing transfer pumps will be replaced with three (3) 700 gpm 190 ft vertical turbine pumps. Install aluminum canopy system over CCC.

3.8.1.2 Option E-1 (b) – Replace Existing Transfer Pumps with New In-Plant Reuse and Cover CCC

The existing transfer pumps will be replaced with three (3) 700 gpm 190 ft vertical turbine pumps. A 16-inch line will tie into the existing 24-inch discharge line and the 8-inch in plant reuse line, as shown in **Figure 48**. The transfer pumps will then be able to serve the in-plant reuse system and primary backup for high service. This will allow the plant to utilize in-plant reuse water even if the City closes their distribution. This alternative also includes covering the CCC with an aluminum canopy.

3.8.1.3 Option E-1 (c) – No Action

This alternative involves no modifications to existing Transfer Pumps.

3.8.1.4 E-1 - Cost Evaluation

TABLE 35: COST COMPARISON FOR DISINFECTION AND EFFLUENT TRANSFER¹

Item	Description	Option E-1 (a) - Replace Existing Transfer Pumps and Cover CCC	Option E-1 (b) - Replace Existing Transfer Pumps with New In-Plant Reuse and Cover CCC
1	New Transfer Pumps	\$500,000	\$500,000
2	Piping and Valves	\$15,000	\$300,000
3	I&C Upgrades	\$60,000	\$60,000
4	Aluminum Canopy System	\$250,000	\$250,000
5	New Aeration and Expand CCC	\$600,000	\$600,000
6	Replace 36" Flow Meter and Check Valve (Includes Piping and Stilling Well Modifications)	\$500,000	\$500,000
	Subtotal	\$1,925,000	\$2,210,000
	GC OH & Profit @ 20%	\$385,000	\$442,000
	Total Capital Cost	\$2,310,000	\$2,652,000
		Life Cycle Cost Analysis	
	Annual O&M	\$38,500	\$44,200
	Planning Period	20	20
	Estimated Inflation	3%	3%
	Present Worth	\$2,883,000	\$3,310,000

¹No capital cost associated with Option E-1 (c) – No action

3.8.1.5 E-1 – Evaluation and Recommendation

TABLE 36: EVALUATION MATRIX FOR DISINFECTION AND EFFLUENT TRANSFER

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/Reliability	Total
Option E-1 (a) - Replace Existing Transfer Pumps and Cover CCC	3	3	2	8
Option E-1 (b) - Replace Existing Transfer Pumps with New In-Plant Reuse and Cover CCC	3	3	3	9
Option E-1 (c) - No Action	– ²	– ³	1	1

¹Highest Score: 3; Lowest Score: 1. See Section 3.1 for detailed explanation

²No capital cost associated with this option

³Not applicable for this option

Based on the above evaluation matrix, it is recommended to implement Option E-1 (b) – Replace Existing Transfer with New In-Plant Reuse for the WWTP. This alternative provides additional flexibility and reliability for WWTP operations than the alternative of Option E-1 (a) – Replace Existing Transfer Pumps.

Option E-1 (c) – No Action alternative provides no benefit than initial capital cost savings and will eventually lead to higher O&M costs.

3.9 Sludge Handling Facilities

The City operates three (3) aerobic digesters, a gravity thickener and five (5) mechanical belt presses for sludge dewatering. All biosolids are transferred for further treatment to a contract BTF which is permitted by FDEP.

Project descriptions, cost estimates and a cost effectiveness analysis for each are included. The options being considered for each for the Sludge Handling Facilities are as follows:

3.9.1 Aerated Sludge Holding

Options considered for the Aerated Sludge Holding tanks include

Option F-1 (a) - (3) Digesters with Blower Replacement

Option F-1 (b) – New Blowers with Converted EQ Tanks

Option F-1 (c) – No Action

Descriptions, cost estimates and figures depicting the alternatives are detailed below:

3.9.1.1 Option F-1 (a) – (3) Digesters with Blower Replacement

This option includes the utilizing all (3) digesters in its current capacity as the aerated sludge holding tanks. This option also supports the EQ option described in Section 3.3.2.9. Per Section 3.3.2.9, it is recommended to:

- Replace the blowers with existing centrifugal blowers from the BNR structure.
- Remove and replace existing blower enclosure.
- Relocate blower electrical equipment.
- Maintain aeration grids.

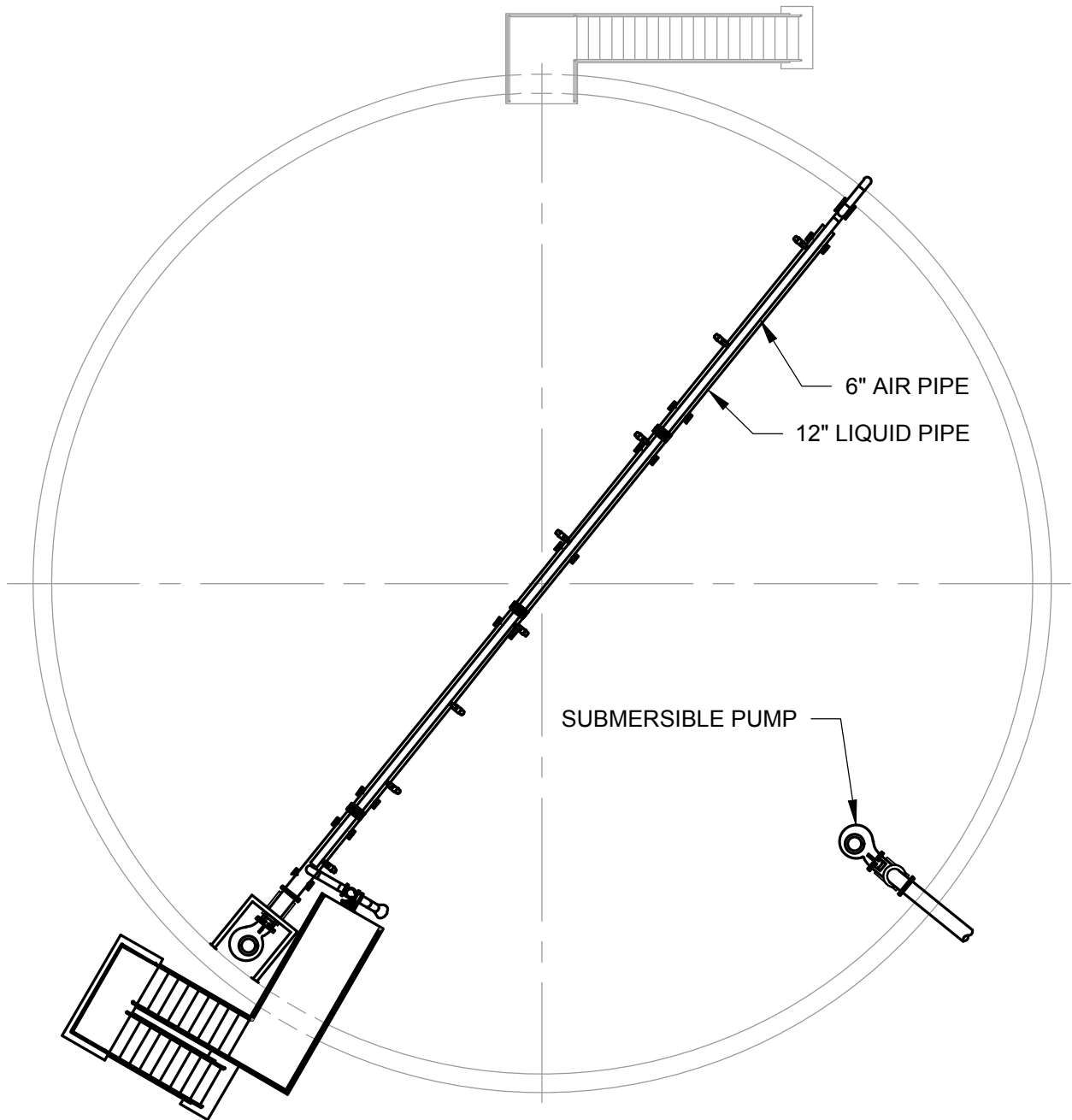
3.9.1.2 Option F-1 (b) – New Blowers with Converted EQ Tanks

This option will only be applicable if the City chooses Option B-3 (a) Flow Equalization (EQ) (See Section 3.3.3.2). This option involves converting two of the existing aeration sludge holding tanks to EQ Tanks. The EQ tanks will be interconnected and valved in such a manner that when needed, the WWTP can utilize one or both of the EQ tanks as sludge holding tanks. All existing sludge handling blowers will be replaced with three (3) hybrid PD blowers. To address the existing aerated sludge holding tank, per Section 3.3.2.9, one blower will be replaced along with the applicable ancillary equipment described above in Section 3.8.1.1 The proposed equalization tank and pump mounting detail are shown in **Figure**

49 and **Figure 50**.

3.9.1.3 Option F-1 (c) – No Action

This alternative involves no modifications to the existing aerated sludge holding tanks.



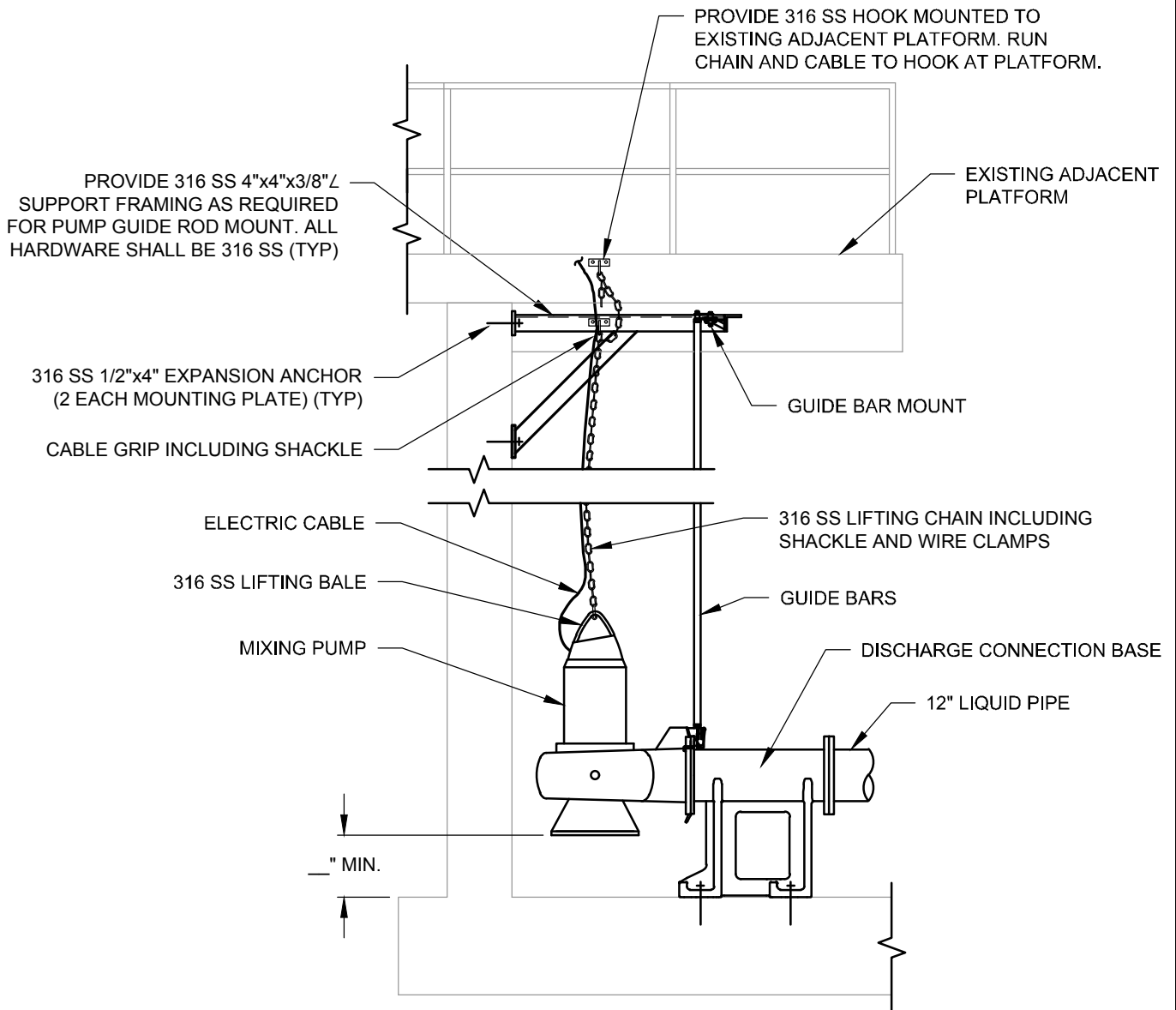
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CONVERTED EQUALIZATION TANK (STRUCTURES #700 & 710)

**Mead
& Hunt**

FIGURE 49



PUMP MOUNTING DETAIL (STRUCTURES #700 & 710)

**Mead
& Hunt**

FIGURE 50

3.9.1.4 F-1 - Cost Evaluation

TABLE 37: AERATED SLUDGE HOLDING TANKS COST EVALUATION¹

Item	Description	Option F-1 (a) - 3 Digesters with Blower Replacement	Option F-1 (b) - New Blowers with Converted EQ Tanks
1	Aeration Equipment Incl. Blower Replacement	\$600,000	\$600,000
2	Piping and Valves	-	\$200,000
3	New Blower Enclosure	\$100,000	\$100,000
4	I&C Upgrades	-	\$200,000
	Subtotal	\$700,000	\$1,100,000
	GC OH & Profit @ 20%	\$140,000	\$220,000
	Total Capital Cost	\$840,000	\$1,320,000
		Life Cycle Cost Analysis	
	Annual O&M	\$14,000	\$22,000
	Planning Period	20	20
	Estimated Inflation	3%	3%
	Present Worth	\$1,048,000	\$1,647,000

¹No capital cost associated with Option F-1 (c) – No action

3.9.1.5 F-1 – Evaluation and Recommendation

TABLE 38: EVALUATION MATRIX FOR AERATED SLUDGE HOLDING TANKS

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/ Reliability	Total
Option F-1 (a) - Digesters with Blower Replacement	3	3	1	7
Option F-1 (b) - New Blowers with Converted EQ Tanks	1	3	3	7
Option F-1 (c) - No Action	_2	_3	1	1

¹Highest Score: 3; Lowest Score: 1. See Section 4.1 for detailed explanation

²No capital cost associated with this option

³Not applicable for this option

Based on the above evaluation matrix, Options F-1(a) and F-1(b) are tied. It is ultimately recommended to implement Option F-1 (b) due to the performance upgrade associated with converting to flow equalization.

3.9.2 Sludge Dewatering Alternatives

Options considered for the Aerated Sludge Holding tanks include:

Option F-2 (a) – Replace Existing 5 Belt Presses with 4 New Belt Presses and Add Sludge Truck Scale

Option F-2 (b) – Replace Existing 5 Belt Presses with 4 New Screw Presses and Add Sludge Truck Scale

Option F-2 (c) – No Action

3.9.2.1 Option F-2 (a) – Replace Existing 5 Belt Presses with 4 New Belt Presses and Add Sludge Truck Scale

This option includes replacement of all the existing five (5) belt presses with Four (4) New Belt Presses and installing a truck scale to measure sludge weight and volume.

3.9.2.2 Option F-2 (b) – Replace Existing 5 Belt Presses with 4 New Screw Presses and Add Truck Scale

This option includes replacement of all the existing five (5) belt presses with Four (4) New Screw Presses and installing a truck scale to measure sludge weight and volume.

3.9.2.3 Option F-2 (c) – No Action

This alternative involves no modifications to the existing dewatering equipment.

3.9.2.4 Cost Evaluation

TABLE 39: SLUDGE DEWATERING COST ESTIMATE¹

Item	Description	Option F-2 (a) - Replace Existing 5 Belt Presses with 4 New Belt Presses	Option F-2 (b) – Replace Existing 5 Belt Presses with 4 New Screw Presses
1	Sludge Dewatering Equipment	\$2,500,000	\$2,800,000
2	I&C Upgrades	\$25,000	\$25,000
3	Progressive Cavity Pumps	\$200,000	\$200,000
4	Polymer Feed Skid	\$50,000	\$50,000
5	Sludge Truck Scale	\$150,000	\$150,000
	Subtotal	\$2,925,000	\$3,225,000
	GC OH & Profit @ 20%	\$585,000	\$645,000
	Total Capital Cost	\$3,510,000	\$3,870,000
		Life Cycle Cost Analysis	
	Annual O&M	\$100,000	\$129,000
	Planning Period	20	20
	Estimated Inflation	3%	3%
	Present Worth	\$4,998,000	\$5,789,000

¹No capital cost associated with Option F-2 (c) – No action

3.9.2.5 F-2 – Evaluation and Recommendation

TABLE 40: EVALUATION MATRIX FOR DEWATERING EQUIPMENT

Alternatives	Evaluation Criteria ¹			
	Cost	Compatibility	O&M/ Reliability	Total
Option F-2 (a) - Replace Existing 5 Belt Presses with 4 New Belt Presses	3	3	3	9
Option F-2 (b) – Replace Existing 5 Belt Presses with 4 New Screw Presses	2	3	2	7
Option F-2 (c) - No Action	- ²	- ³	1	1

1. Highest Score: 3; Lowest Score: 1. See Section 4.1 for detailed explanation
2. No capital cost associated with this option
3. Not applicable for this option

Based on the above evaluation matrix, it is recommended to implement Option F-2 (a) – Replace Existing 5 Belt Presse with Four (4) New Belt Presses as dewatering alternative for WWTP. This option has lower

capital and O&M costs and provides easier operational advantages over Option F-2 (b) – Replace Existing Five (5) Belt Presses with Four (4) New Screw Presses. Option F-2 (c) – No Action has no advantages other than initial capital cost savings and eventually the existing belt presses will need to be replaced at a higher cost. O&M costs will also increase progressively with time.

4. Electrical and Instrumentation

This section discusses the existing electrical, instrumentation controls (I&C) present within the WWTP and proposed electrical and I&C improvements required to support all the recommended process improvements discussed in this Facility Plan Report

4.1 Electrical

4.1.1 Electrical System Criteria

The primary focus of the electrical system improvements is to achieve gains in overall electrical system reliability and improve the overall system's operational abilities. MH/BEC has identified that the existing electrical system does not provide EPA defined Class 1 Electrical Reliability and the single main breaker design is unreliable. Based on EPA guidelines for facilities of this type producing Class 1 reuse, it is recommended that a dual main electrical service be implemented for this facility. The existing electrical power system will need significant improvements in the near term in order to implement Class 1 reliability. The following serves to identify the suggested approach for achieving these improvements.

4.1.2 Normal Power System Recommendations

The existing WWTP site is served from two (2) separate FPL service points, north and south. The existing plant electrical service equipment is located near the north and south FPL transformers. This distribution equipment serves all plant electrical loads. The south electrical distribution equipment is currently being upgraded as part of the facility reliability improvements. The focus of this report is the facility's north electrical system.

A single 1600 amp main breaker/ATS/Switchboard serves the north electrical equipment. The service equipment is located below the 100 year flood plane and has received water damage. The reliability of the existing north electrical system is degraded and replacement is needed for all electrical components. In order to serve the estimated 1200 KVA of north facility loading and to implement Class 1 electrical service, we are providing a new north electrical system. Drawing E-1 shows the connections for this new service. Dual 1600 amp services are recommended. Each service will consist of a main breaker, ATS and MCC. The services will be interconnected after the ATS' to permit complete WRF operations in the event a single ATS or primary feeder is out of service. A single 1600 amp main breaker is capable of serving 1250 KVA (1250 HP) of loading continuously. This is designed to carry the entire north WWTF. The new electrical service equipment will be installed in an air conditioned building just west of the existing high service pump station. The proposed building size is 30' X 20'. The location will allow the most economical re feed of the north electrical components.

TABLE 41: ELECTRICAL IMPROVEMENTS COST ESTIMATE

Item	Description	Cost
1	Switchgear/VFDs	\$2,100,000
2	Miscellaneous Electrical Equipment	\$350,000
3	Conduit and Wire	\$1,800,000
4	Labor	\$2,200,000
5	Emergency Generator	\$1,050,000
	Subtotal	\$7,500,000
	GC OH & Profit @ 20%	\$1,500,000
	Total Capital Cost	\$9,000,000
		Life Cycle Cost Analysis
	Annual O&M	\$150,000
	Planning Period	20
	Estimated Inflation	3%
	Present Worth	\$11,232,000.00

4.1.3 Emergency Power System Recommendations

A single 600KW generator serves the north WRF facility. The existing generator is aging and requires replacement. The City desires to mirror the generator reliability installed with the South WRF electrical improvements. The upsized the generator size to handle the anticipated VFD loading for the future north facility improvements. MH/BEC recommend that dual natural gas fired 1000KW generators be installed to serve the north process improvements.

Dual generators increase emergency operational flexibility. In the event a single generator fails the second generator can be connected to operate the entire facility. Connecting generators via individual automatic transfer switches is less complicated than traditional paralleling equipment. This reduces down time and repair costs.

The estimated costs for this work are:

Total Emergency Generators **\$1,050,000.00**

4.2 Instrumentation and Controls

4.2.1 Control System Considerations

4.2.1.1 Existing System

The existing process monitoring and control system has begun migrating from the old Data Flow system to the Rockwell Automation PlantPax modern distributed control system (DCS). The initial foundation for this SCADA system is being completed in the East Master Lift Station Upgrades project. The new PlantPax design allows for scaling and expansion as the rest of the facility migrates over.

The existing Data Flow SCADA system of the existing plant is provided via a Human Machine Interface (HMI) sub-system in the existing Operations Building and eighteen (18) Remote Telemetry Units (RTU) based control panels distributed throughout the plant.

The HMI sub-system comprises two PC-based server/workstations running HyperScada HMI application program, and miscellaneous peripherals. These components are inter-connected by a master Ethernet switch. This switch also provides a connection to Ethernet copper to fiber media converters. The fiber connections are then linked via separate fiber optic cables to similar media converters and Ethernet switches in each RTU.

Each of the above RTU control panels contain a data flow system (DFS) based PLC, Ethernet switch with Ethernet to fiber converter for network connections and an Uninterruptible Power Supply (UPS).

Between them, the PLC are directly connected (hard-wired) to all control equipment and field instruments thereby providing plant-wide monitoring and control functions via automatic PLC programs with centralized operator interface via the HMI sub-system.

4.2.1.2 Proposed Control System

4.2.1.2.1 Initial Considerations

Almost all of the existing process equipment will be affected by the plant improvements with extensive equipment replacements. Whereas the existing control system is largely still functional, much of the equipment is at or nearing end of life conditions. In addition, it is necessary to maintain plant operations to the maximum extent possible during the expansion process.

Because of the preceding requirements, a phased replacement plan shall be developed to migrate over the existing RTUs over to the PlantPax system. This will allow new process equipment to be tested and started up while the existing process equipment continues to operate with the existing system. Once the newly installed equipment is sufficiently operational, the remainder of the existing equipment can be removed from the existing system and replaced.

4.2.1.2.2 PICS Design

As with any wastewater treatment facility, continued process operation is essential. This is why process equipment is provided in a minimum of X+1 configuration – i.e. any failure of a specific process component can be tolerated while maintaining full treatment capacity. Likewise, the control system must be designed such that any component failure causes minimal loss of process operation.

The proposed HMI sub-system will generally comprise the following:

- Rack-mounted, dual redundant HMI application servers. These will be furnished with the latest version PlantPax (Factory Talk Supervisory Edition) application software package. It is recommended that an annual service agreement be procured such that all future upgrades to the software be provided thereby ensuring the system remains current. The redundancy feature ensures that no data or operational functions are lost in the event of a server failure.
- Two tower PC-based operator workstations in the Control Room. Each will be provided with PlantPAX thick client application software to allow operators complete interface with the HMI server software. The workstations will be provided with minimum 32" displays and a Uninterruptible Power Supply (UPS).
- A full color network laser printer in the Control Room for reports and screen capture.
- A third PC-based operator workstation in the Laboratory. This workstation will be equipped the same as the Control Room workstations. It will allow users to enter laboratory data directly into the HMI package for development of required reports. In addition this workstation will be provided with a local printer.
- Two rack-mounted Ethernet mixed media switches. These switches will provide interconnection between all HMI sub-system components and the distributed plant PLC. Each HMI server will be connected to both switches which will, in turn, connect to two independent network Local Area Networks (LAN). Dual switches provides network resiliency in that, if a network link fails, only a maximum of 50% of automatic operations are affected.
- A System Network Rack. This will be a rack housing the HMI servers, master Ethernet switches and miscellaneous RJ45 and Fiber marshalling panels. It will be provided with a UPS for all included equipment. Space will also be provided for any City IT components needed for Wide Area Network (WAN) or administrative networking components.

New process equipment will be powered through Solid State Soft (SSS) starters, Variable Frequency Drives (VFD) and Full Voltage Non-reversing (FVNR) starters located within the existing facility buildings.

All new process equipment will be provided with Ethernet/IP communications. This significantly reduces installation and start-up problems by allowing the MCC line-ups to be fully factory tested prior to shipment to the job site and reduces necessary field wiring following installation.

The plant PLC control will be based on redundant Allen Bradley ControlLogix Programmable Logic Controller (PLC). The first redundant PLC-1A will be located in the East Master Lift Station building, the second redundant PLC-1B will be located at the Future West Electrical building, initially located at the East Master Lift Station Building. Each Process Control Panel (PCP-1A and PCP-1B) will contain its respective PLC, an Allen Bradley ControlLogix 1756-L85EP PLC, external tower PC HMI operator workstation and external Network Interface Panel (NIP-1A and NIP-1B). The PLC will provide automatic control of associated plant processes while the operator workstations will provide operators at that location with monitoring and control capability over the entire plant via a new HMI sub-system in the Future Operations Building. Each NIP contains components needed to interconnect the system into a single, integrated unit.

Hard-wired field signals will be connected to Remote Input/Output RIO drops containing Allen Bradley Flex 5000 modules. In addition to RIO drops at each PLC location, new Remote Control Panels (RCP) will be provided throughout the facility to interface with field instruments. Each RCP remote RIO will be connected via fiber to the NIPs. See attached network diagram with possible RIO locations.

Future Vendor PICS equipment will be furnished by the Process Supplier while those in the Electrical Buildings and Operations Building will be provided by the PICS System Supplier. The latter will also be responsible for ensuring overall system operation.

The new PICS equipment at all new buildings and the Future Operations Building will be interconnected by an Ethernet/IP fiber optic network. The use of fiber optic maintains electrical independence of each structure while rendering the connections impervious to electrical disturbances such as lightning strikes.

4.2.1.2.3 System Availability Design

This sub-section describes the PICS design features that maximize overall system availability.

100% control system availability, while possible, is prohibitively expensive. However, it is possible to approach that goal relatively cost-effectively through the use of industrialized, high reliability components that results in infrequent failures coupled with a resilient PICS design that ensures such infrequent failures cause minimal loss of overall automatic control of the affected processes.

The redundant PLCs in the East Master Lift Station Building (PLC-1A) and Future West Electrical Building (PLC-1B) will be interconnected over the fiber network and configured as dual redundant PLCs. This means that, should PLC-1A fail, then PLC-1B will automatically assume control— hence no process disruption. To provide this increased availability requires minimal additional hardware cost and, though it increases PLC programming complexity somewhat, should not cost significantly more than a non-redundant configuration.

All Network Interface Panels; NIP-1A in the East Master Lift Station Building, NIP-1B in the Future West Electrical Building, NIP-3 in the Blower/Filter Building, and the SNR in the Future Operations Building will each be provided with two UPS power supplied Ethernet switches. The NIP switches will be powered by

the PCP Uninterruptible Power Supply (UPS) to avoid switch self-reconfiguration delays in the event of an MCC power loss. The switches will be inter-connected between the buildings to form two separate Local Area Networks (LAN); LAN-1 and LAN-2. This ensures that, in the unlikely event that a connection fails, at least half the network will remain unaffected.

Further availability will be provided by dual MCC at each new building. Like process equipment at each location will be split between the MCC. In addition, each MCC will be provided with dual Ethernet switches with like equipment within an MCC split evenly between switches. This again ensures that a switch fault causes minimal loss of automatic control. The MCC switches will be powered by the PCP Uninterruptible Power Supply (UPS) to avoid switch self-reconfiguration delays in the event of an MCC power loss.

Each I/O drop will be provided with a communications adapter (RIO) that connects to the PICS via a Device Level Ring (DLR). A DLR is a ring network that reroutes data automatically should there be a fault in the ring thereby increasing PICS availability.

Finally, processes will be reviewed and any that are critical to operations (e.g. effluent pumping) will be provided with an independent back-up control panel that will automatically assume control of the process using different (non-PLC) technology in the event of loss of PLC control.

Following drawings for preliminary control system network diagrams are included in **Appendix E**:

- I-01: INSTRUMENTATION NOTES, LEGEND & ABBREVIATIONS
- I-02 : FACILITY PLAN NETWORK DIAGRAM
- I-03: SCADA, PCP-1A AND NIP-1 NETWORK RISER DIAGRAM 1
- I-04: PCP-1B AND NIP-2 NETWORK RISER DIAGRAM 2
- I-05: NIP-3 AND RIO NETWORK RISER DIAGRAM 3

4.2.2 Instrumentation And Control Requirements

4.2.2.1 General

To ensure a consistent approach is used throughout the PICS and that ongoing local system support is available, a single company, the SYSTEM SUPPLIER, will be assigned overall responsibility for the PICS. The SYSTEM SUPPLIER will furnish and program all PICS HMI, PLC and networking equipment except for the Process specific equipment. The Process Supplier will be responsible for furnishing the PlantPAx compatible programming, to be integrated to the two redundant PLC and related PICS equipment. The Process Supplier will be required to furnish the same components as used in the rest of the PICS. Furthermore, to ensure availability of long term system support, all Process programming will be required to be performed either by the PROCESS Supplier's own direct employees or by sub-contracting the Work to the SYSTEM SUPPLIER.

The SYSTEM SUPPLIER shall be responsible for:

- The integration of the system including the OWNER furnished Process Control Panel, PLC and

SCADA programming, networking, computer system network, panel layouts and wiring, VFD programming and configuration, network communications programming, assignment of all Ethernet IP addresses (in coordination with the City's IT Department) and computer system application software setup.

- All application software configuration including all operator interface screens, reports, and database(s).
- All hardware and software submittals. The SYSTEM SUPPLIER shall develop the panel shop drawings, wiring diagrams, plumbing diagrams, PLC and computer hardware configuration drawings and layouts, software documentation. Coordination with the CONTRACTOR and other subcontractors (particularly the Process Supplier) shall be the responsibility of the SYSTEM SUPPLIER.
- Ordering, fabrication, assembly, delivery and start-up of the PICS. All panels furnished by the SYSTEM SUPPLIER shall be fabricated at the SYSTEM SUPPLIER's shop.
- Coordinating all interface requirements with mechanical and electrical system suppliers and furnishing any signal isolation devices that might be required in order to insure compatibility between all equipment.
- Defining the final installation and connection requirements of the PICS at the jobsite through development of interconnection diagrams.
- The final system operation and reliability. All required tests and training shall be under the on-site supervision of the SYSTEM SUPPLIER.

The SYSTEM SUPPLIER will be required to submit a System Integration Plan (SIP) prior to any other shop drawing. The SIP shall contain:

- A PICS network diagram showing all components connected to the network.
- The network switches to which they connect including identification of all spare ports.
- Proposed IP addresses of all network connected components.
- A preliminary listing of all field instruments and their supplier.
- A preliminary listing of all PICS I/O.

The intent of the SIP is to ensure, as soon as possible, that all required PICS components are accounted for and which entity will be supplying them.

Extensive testing will be required at various stages of the project including:

- A witnessed Factory Acceptance Test (FAT). Following shop factory tests, the MCC line-ups and sample stand-alone drives and starters will be shipped to the SYSTEM SUPPLIER's facility for integration with the PLC and HMI components. The test will cover all aspects of PICS operation and be conducted using pre-approved test procedures. The SYSTEM SUPPLIER will be required to pay reasonable travel and lodging expenses for four City or Engineer personnel to attend this test which is expected to last a week.
- Operational Readiness Tests (ORT). Following satisfactory completion of the FAT the PICS equipment will be shipped to the plant for installation and start-up. As part of the start-up the SYSTEM SUPPLIER will be required to check-out each individual control loop from the field device through to the HMI using pre-approved check-out and calibration sheets.

- Field Demonstration Tests (FDT). Following start-up, all functions of the PICS operation shall be demonstrated as operational. These witnessed tests will be sporadic since equipment will be brought on-line at different times during construction,
- System Availability Test (SAT). Once the complete PICS is on-line and operational, a 30-day SAT will be started. During this test City personnel will be operating the system which shall be required to provide a sequential 30-day fully operating system without a field repairable failure (i.e. not repaired within 24 hours) and a system availability of 99.5%.

4.2.2.2 Field Instruments

Where available, field instruments which provide Ethernet communications (i.e. electromagnetic flow meters, analyzers, etc.) will be used in lieu of hard-wired. Such Ethernet connections will be implemented via fiber over a DLR network.

All loop powered field instruments shall be equipped with surge protection on the 4-20 ma signal lines. The surge protectors shall be encapsulated in Stainless Steel nipples for conduit mounting. All other analog field instruments shall be equipped with surge protection on the 4-20 mA signal lines and the power lines. The instrument, a breaker and the surge suppressor shall be mounted on a ½-inch aluminum plate. Outdoor plates shall be equipped with 1/8 inch sun shields on top and both sides with front panel facing north wherever practical.

4.2.2.3 Control Panels

Except where specifically noted otherwise, all outdoor panels and enclosures containing electronic or electrical components shall be equipped with sunshields on both sides, the front, the back and the top with a minimum separation of one inch and a maximum separation of one and one-half inches. Sun shields shall be 14 gauge Stainless Steel or 12 gauge Anodized Aluminum or thicker. Finish with reflective white, two part epoxy coating or reflective, white, polyester powder deposited coating.

All outdoor control panels and enclosures shall also be equipped with 3 ½" stainless steel mounting uni-struts across the width of the back. For free-standing panels the struts shall be located half-way up the panel and six inches from the top. For other panels they shall be located 3" from the top and 3" from the bottom.

All panels containing PICS components (e.g. PLC, remote I/O drops, network switches, etc.) will be provided with a hand switched LED light, duplex convenience outlet and Uninterruptible Power Supply.

All discrete inputs entering a panel containing PLC components shall be wetted by 120 VAC. Provide isolation relays if necessary to accommodate this requirement. All discrete output signals shall be equipped with interposing relays to electrically isolate them from the control system I/O. All wiring entering or leaving the panel shall be provided with surge suppressors. Programming

4.2.2.3.1 HMI Subsystem

The SYSTEM SUPPLIER will be required to provide complete programming of the replacement PlantPAX FactoryTalk SE HMI application. This will start with an initial submittal of all color process graphics. They

will be required to follow the existing general graphic standards to preserve current operator understanding. Operator graphics will include:

- A site overview. This will be a plan view of the plant which indicates problems on specific locations that require operator attention. It will also indicate current major plant information (e.g. influent flow, equalization tank conditions, treatment train status, effluent flow and water quality, etc.). No operator process control will be available directly from this screen.
- A process overview. This will depict the entire plant process with major component status and process values similar to the site overview. Also, like the site overview, no operator process control will be available directly from this screen
- Process Screens. Each individual process (e.g. headworks, equalization, etc.) will be provided with its own graphic depicting more specific conditions for that process. Process graphics will be provided by the Process supplier and will match other graphics in style and structure. All operator graphic screens will be accessible through a pull-down menu or by clicking the appropriate portion on one of the overview screens. Operator control of the process will be available from this screen either directly or through pop-up windows.
- Control System. This graphic will depict the PICS system diagram and indicate the status of all network equipment and communication links. More detailed status information (e.g. individual PLC modules, etc.) will be provided via pop-up displays.
- Electrical System. This will be a tabular list of current values of all power status and monitoring.

The SYSTEM SUPPLIER will also be required to provide a minimum of six reports and six trends to City requirements.

4.2.2.3.2 PLC Programming

Prior to performing any detailed PLC programming, the SYSTEM SUPPLIER and Process Supplier will be required to provide an application programming submittal. The intent is to check that the proposed PLC program meets the specified functional requirements of the PlantPax system. This submittal will describe each proposed control strategy including specific details of any equations used (e.g. for chemical feed pump speed control).

Regardless of any review comments on this submittal, programming acceptance will only occur following successful performance during the FDT.

4.2.2.4 Training

Although system support will be available locally through the SYSTEM SUPPLIER, it is important that City personnel be adequately use and correct problems with the PICS. The following training will be provided:

- Field Instrument Training. Up to three City personnel will be trained on the operation and maintenance of field instruments by the SYSTEM SUPPLIER, on-site during the ORT.
- Factory Training. \$10,000 dollars of recommended on-line factory training will be required of the SYSTEM SUPPLIER for HMI and PLC operation.
- Six operators will be provided with two day's on-site training on the use of the operator graphic screens.

- Two operators will be provided with four day's on-site training on the PLC programming and maintenance.

4.2.3 Cost Estimate

TABLE 42: INSTRUMENTATION AND CONTROL COST ESTIMATE

Item	Description	Cost
1	PLC and Network Hardware	\$1,800,000
2	Fiber Optic Cable and Miscellaneous Material	\$350,000
3	Programming	\$1,100,000
	Subtotal	\$3,250,000
	GC OH & Profit @ 20%	\$650,000
	Total Capital Cost	\$3,900,000
	Life Cycle Cost Analysis	
	Annual O&M	\$65,000
	Planning Period	20
	Estimated Inflation	3%
	Present Worth	\$4,867,000

5. Support Facilities

This section describes the additional facility improvements needed to support the WWTP process improvements described in this Facility Plan and modernize the entire Plant.

5.1 Elevated Walkways

This project includes construction of a new elevated steel walkway as shown in **Figure 53** and connecting all process structures within the WWTP site.

Estimated cost = \$500,000

5.2 Modified Operations and Laboratory Facilities

The City has recently been exploring alternatives for a new operations building to house the WWTP staff with a modernized laboratory. This Facility Plan provides one such alternative for City to consider and is shown in **Figure 54**. The modifications will include addition of a new 2nd floor which will house new offices and control room thereby providing a complete operational view of the WWTP. The control room shall be connected to the elevated walkway as shown in **Figure 53**.

Estimated cost = \$2,000,000

5.3 New Maintenance Building

It is proposed that the existing maintenance storage building (Structure #820) will be demolished and a new 2,500 square feet pre-engineered metal building with parking facilities will be constructed.

Estimated cost = \$300,000

5.4 Reclaimed Water and Effluent Disposal

The City of Port Orange (City) owns and operates the R. Dwayne Huffman Reclaimed Water Plant (RDHRWP). The rated capacity for this plant is 12 MGD. The reclaimed water that is produced is used for public access reuse (R-001), recharging wetlands (D-002), and discharge to the Halifax River (D-001). The City's RDHRWP is permitted for 10.5 MGD average annual daily flow (AADF) to public access reuse (PAR) and 0.999 MGD AADF to the Halifax River and to recharging wetlands. The sum of the flows to D-001 and D-002 are not to exceed 0.999 MGD on an annual average basis.

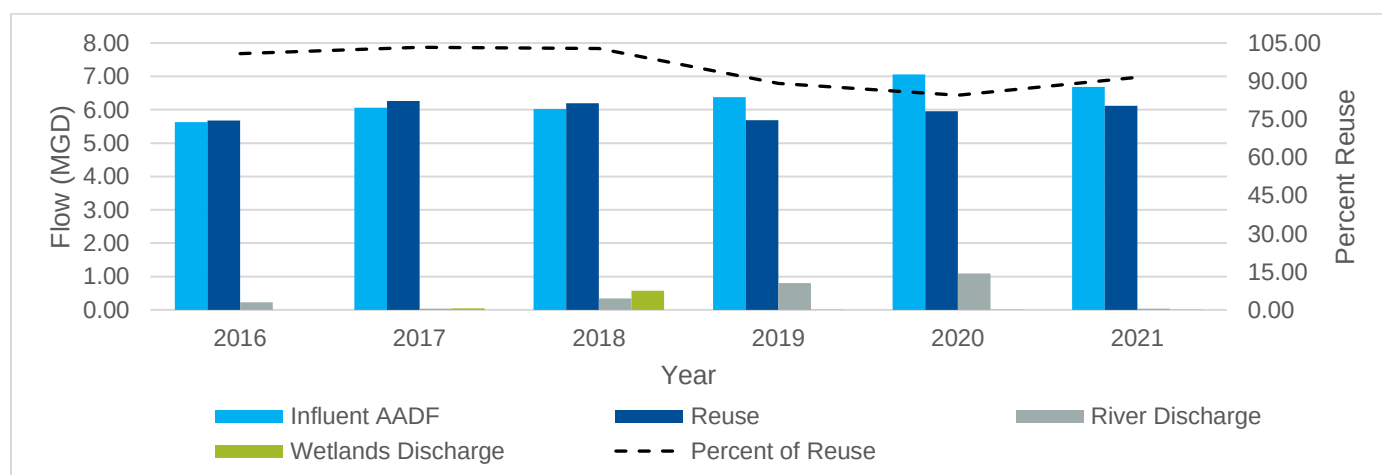
The dominant source of effluent disposal for the past 10+ years has been via public access reclaimed water. The City has a large storage reservoir that occupies 175 acres and provides nearly 200 MG of seasonal storage. Historically, this volume has been sufficient for the City to meet seasonal demands from storage and virtually eliminate river discharge.

Since 2016, the City has beneficially utilized approximately 95% of it's reuse. **Table 43** and **Figure 51** define and depict historical effluent management trends. **Figure 52** depicts excessive rainfall in in 2020 that created a condition wherein the available storage was fully utilized requiring discharge to the river.

TABLE 43: HISTORICAL AND AVERAGE REUSE FLOWS

Year	Influent AADF (MGD)	Reuse AADF (MGD)	Reuse Percentage of Influent AADF
2016	5.63	5.68	101%
2017	6.06	6.26	103%
2018	6.02	6.20	103%
2019	6.37	5.68	89%
2020	7.05	5.96	84%
2021	6.69	6.12	91%
Average	6.23	5.96	95%

FIGURE 51: TOTAL EFFLUENT DISTRIBUTION

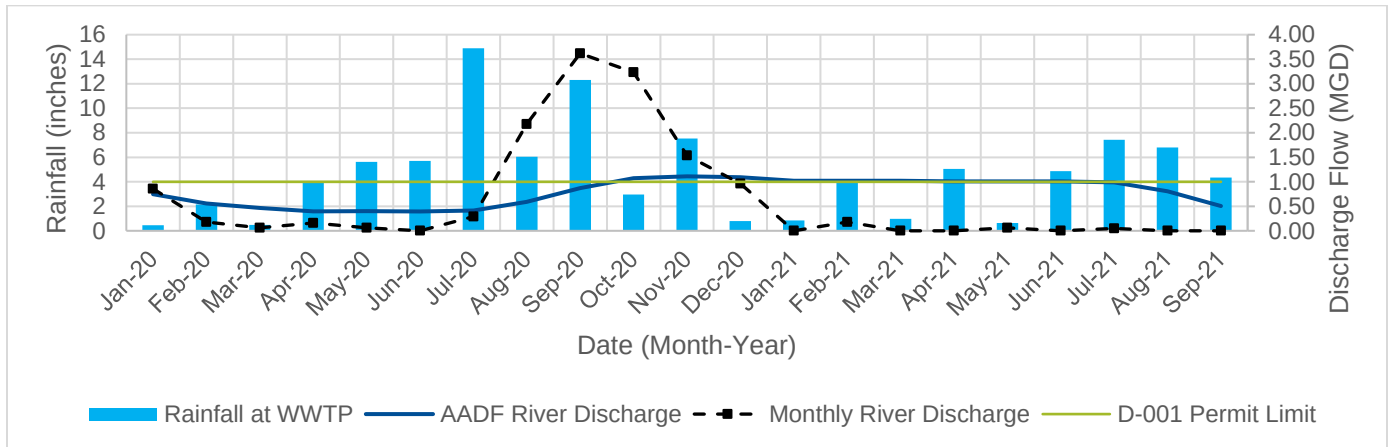


Notes:

- (1) Reuse AADF exceeds the influent AADF in some cases due to reservoir storage and augmentation.

- (2) Influent AADF in 2020 and 2021 was calculated using the total effluent AADF due to inaccurate readings from the WWTP's influent flow meter.
(3) Influent AADF in 2021 are through September 30, 2021.

FIGURE 52: RAINFALL AND RIVER DISCHARGE RATES

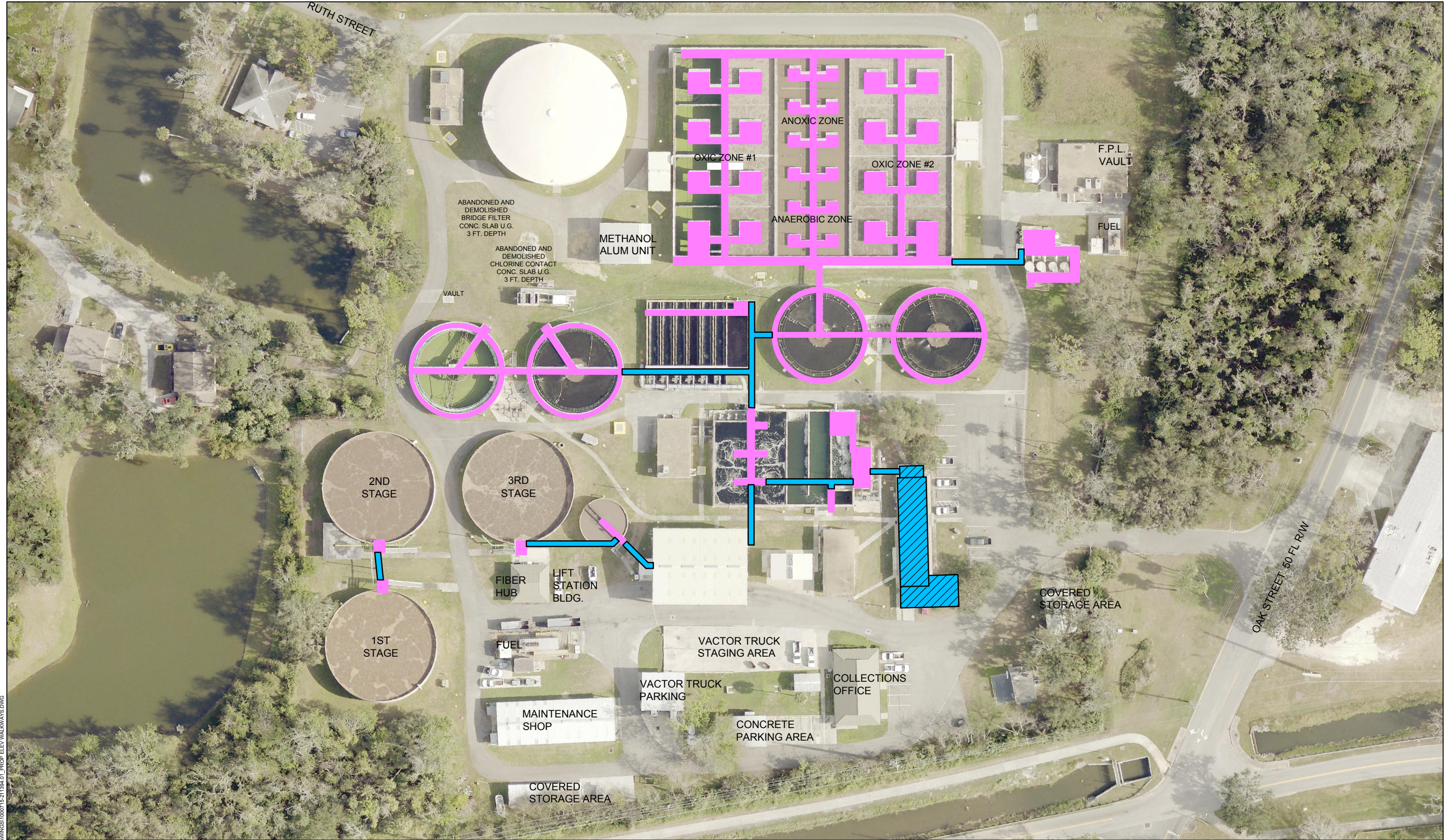


As evidenced this data, the City exceeded its annual average river discharge permit limit of 1.0 MGD in 2020. This exceedance resulted in issuance of a consent order and subsequent compliance plan. An analysis of various alternatives was prepared as a part of the Consent Order. This plan, “Corrective Action Plan (August 2022) “, is included by reference. The City is currently in the process of implementing this plan. An evaluation was prepared identifying various compliance options and an implementation schedule for the selected alternatives. They have been prioritized in order to expedite compliance and plan for future growth. Cost estimates are only provided for those projects not currently funded for consent order compliance. They are prioritized as **Immediate, Short Term and Long-Term** projects. Time horizons for project completion are as follows:

- Immediate 1 to 3 years
- Short Term 3-5 years
- Long Term 5+ years

TABLE 44: EFFLUENT MANAGEMENT ALTERNATIVES AND CORRECTIVE ACTION SUMMARY

Project No.	Priority	Corrective Action	Solution Methodology & Description	Est. Cost
RW - 1	Immediate	Modify Existing Reclaimed Lake Reservoirs	Additional reclaimed water storage during wet season and/or low demands (R-001) and later withdrawn from to meet peak reclaimed water demands	N/A
RW-2	Immediate	Repair splitter structure intake pipe and repair filter	Fix leak in 30" HDPE, replace filter media, install additional CL2 feed equipment and instruments (design for both filters)	N/A
RW-3	Immediate	Inspect and Repair/ Replace Gravity Sewer System Components	Reduction of inflow and infiltration to reduce wastewater influent flow rates, resulting in reduced reclaimed water production during wet weather events	N/A
RW-4	Short Term	Construct New Reclaimed Lake Reservoir	Additional reclaimed water storage during wet season and/or low demands (R-001) and later withdrawn from to meet peak reclaimed water demands	\$2M
RW-5	Short Term	Relocate existing filter WWTP to reservoir	Mover existing flocc tank and filter from WWTP, install new media and outfit Cl2 feed	\$500K
RW-6	Short Term	Permit & Construct Underground Injection Control (UIC) Test Well	Begin UIC test well permitting process and construct test well at Oak St WWTP. Perform cycle testing to determine viability of lower Floridan aquifer ASR or injection.	\$2.5M
RW-7	Long Term	New Western GST & PS at Pioneer Trail	Construct new transmission main, 2 MG ground storage tank and pump station at Pioneer Trail	\$3M
TOTAL				\$8M



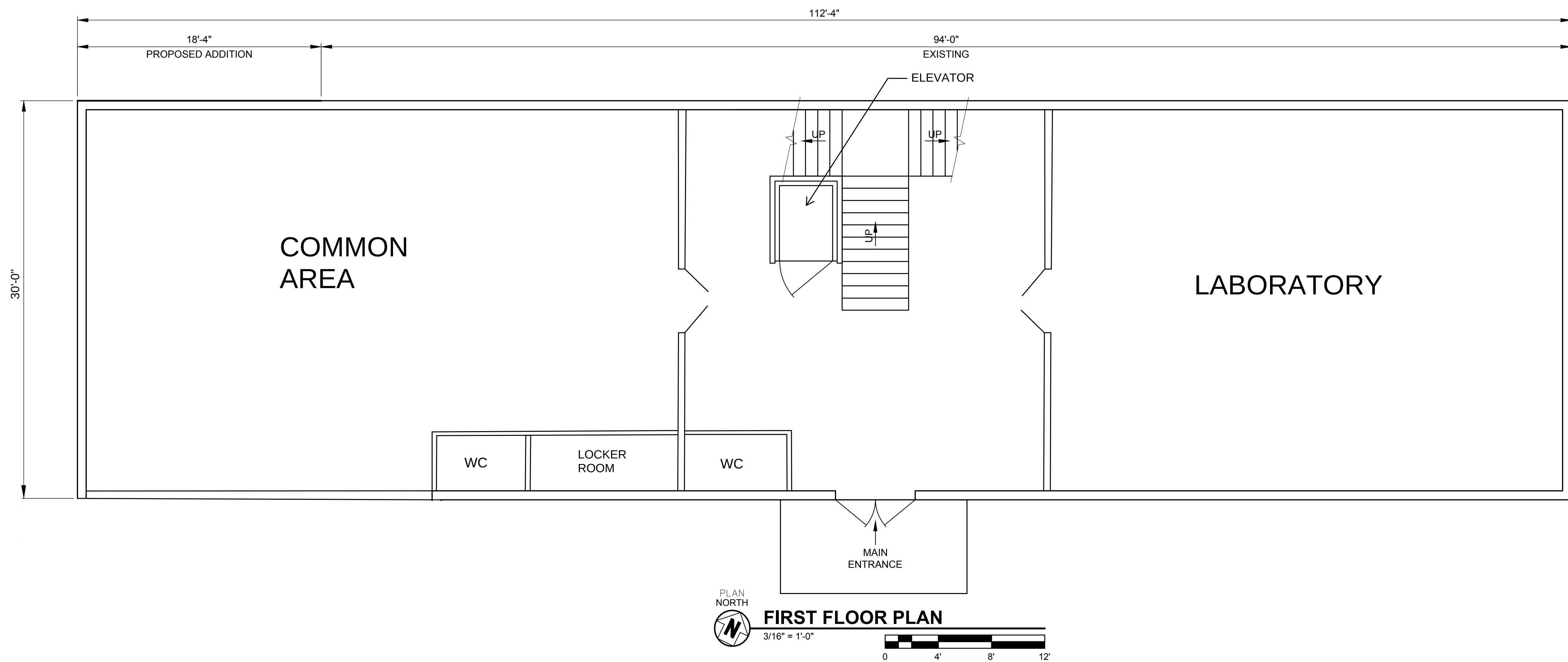
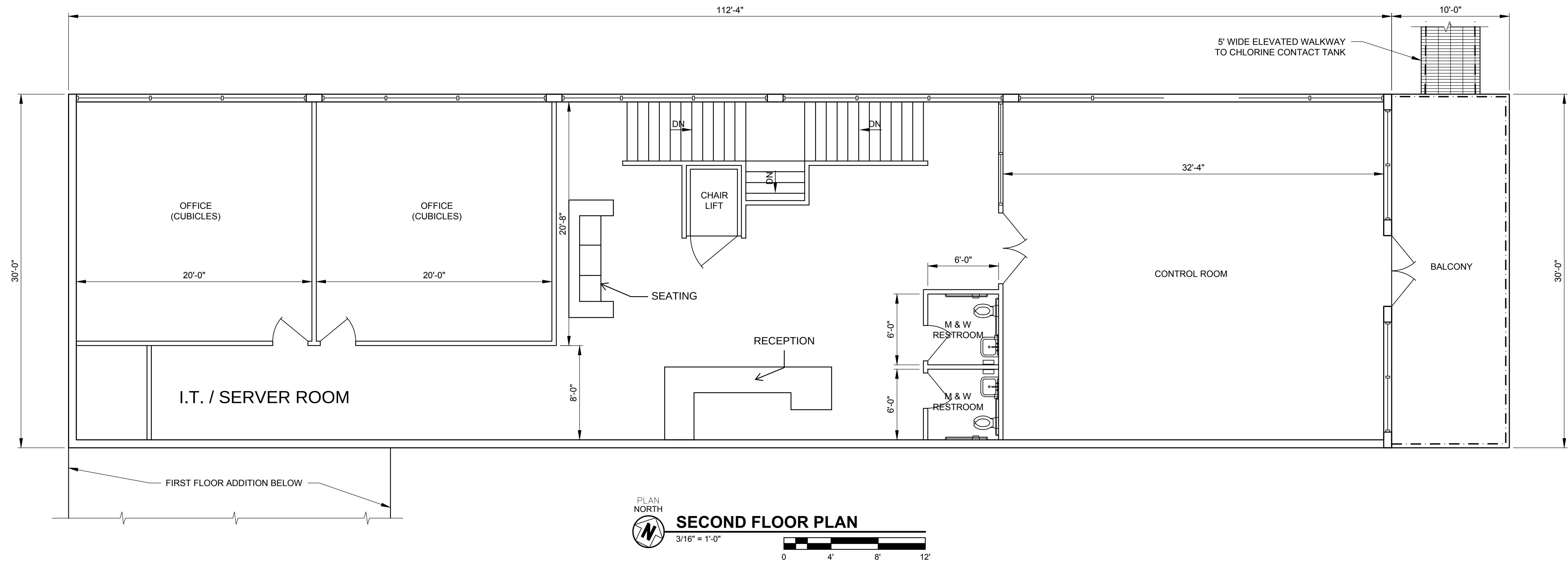
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- LEGEND
- EXISTING ELEVATED WALKWAYS
 - PROPOSED ELEVATED WALKWAYS
 - PROPOSED OPERATIONS BUILDING

PROPOSED ELEVATED WALKWAY PLAN

Mead & Hunt
FIGURE 53



Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730



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**WATER RECLAMATION FACILITY
PROCESS CONVERSION AND
UPGRADE**
PORT ORANGE, FLORIDA

ISSUED

NOT FOR CONSTRUCTION

M&H NO.: 1000715-211394.01
DATE:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DO NOT SCALE DRAWINGS

SHEET CONTENTS
PROPOSED
OPERATIONS BUILDING
(STRUCTURE #800)

SHEET NO.

FIG. 54

6. Proposed Port Orange WWTP Modifications and Conceptual Cost Estimate

This section summarizes all the recommended alternatives described in Section 3 along with all the other required improvements at the WWTP. A brief summary of each recommended project is described in the following subsections.

6.1 Project Descriptions

The following improvements are being proposed for the ELMS and WMLS:

6.1.1 Influent Pumping

6.1.1.1 Option B-1 (a) - Replacement of Influent Pumps with Two (2) 5200 gpm Screw Centrifugal Pumps at WMLS *(Note: EMLS is currently undergoing upgrades)*

1. Replacement of all influent piping valves
2. Installation of new VFDs and controls

6.1.1.2 Option B-2 (b) - New Primary Screening with Flow Equalization

1. Installation of Duperon 'FlexRake' 6 mm screen with a hydraulic capacity of 12 MGD at EMLS and WMLS with associated piping and valves
2. Conversion of existing two (2) digestors to Flow Equalization (EQ) Basins
 - a. Includes provision with valves and controls to utilize either or both EQ basins as sludge holding tanks when required
3. Installation of New mixing system per Basin
4. Installation of New Submersible EQ Transfer Pumps at
 - a. One (1) per Basin
 - b. One (1) at WMLS
5. Installation of New 16-in EQ transfer main between WMLS and Flow EQ Basins with associated valves and controls
6. Installation of New 16-in EQ transfer main between WMLS and Flow EQ Basins with associated valves and controls

6.1.1.3 Option B-3 (a) - Installation of New HIBOCS Biological Odor Control System at WMLS and EMLS

6.1.2 Influent Structure / Headworks

The proposed improvements include:

6.1.2.1 Option C-1 (b) - Removal of Existing Teacups and Installation of two (2) New HeadCells with Grit Cleanse System

6.1.2.2 Option C-2 (a) - Installation of a New Supplemental Center Flow 2 mm Fine Screen

1. Installation of Compactors on Existing Vulcan 3 mm stepscreens
2. New Instrumentation and Controls (I&C)

6.1.3 Biological Nutrient Reduction (BNR) Facilities

The proposed improvements include:

6.1.3.1 Option A-2 – New IFAS BNR Process

1. Conversion of Existing A2O process to a New 4-Stage IFAS Process
2. All New IFAS process related equipment including:
 - a. Medium bubble aeration system in aerobic application,
 - b. Submersible mixers in anoxic environments for denitrification.
 - c. New Analyzers including ammonium, nitrate, and phosphate for dynamic BNR controls
 - d. New PLC controls to include:
 - i. Swing Zone Phase Control
 - ii. IMLR Flowpacing Control
 - iii. Ammonium based DO control in all three Oxidic zones (Swing, IFAS and Polishing)
 - iv. Glycerin addition Control
 - v. Alum Addition Control
3. Utilization of WWTP's existing Hoffman centrifugal blowers working in conjunction with the new positive displacement blowers

6.1.4 Secondary Clarifiers

The proposed improvements include:

6.1.4.1 Option D-1 (a) - Installation of New Spiral Blade Collection Mechanism with Weir Covers

1. Installation of new dry pit submersible RAS/WAS pumps, valves, piping and flow meters.
2. New RAS (50-100% of design flow) controls based on IFAS recommendation.

6.1.5 Deep Bed Filters

The City is currently under a separate contract to upgrade the Deep Bed Filters per the recommended improvements. The improvements shall be compatible with the IFAS BNR process recommended in this study.

6.1.6 Disinfection and Effluent Transfer

The proposed improvements include:

6.1.6.1 Option E-1 (b) - Replace Existing Transfer and Outfall Pumps with New In-Plant Reuse

1. Replacement of Submersible Aerators in the Reaeration Tanks
2. Replacement of flow meters, level sensors, chlorine analyzers and ancillary devices
3. Expansion of the Chlorine Contact Chamber
4. Replacement of Existing Transfer Pumps with New In-plant Reuse
5. Stilling Well Modifications

6.1.7 Sludge Handling Facilities

The proposed improvements include:

6.1.7.1 Option F-1 (b) - Replace One (1) Blower with Converted EQ Tanks

1. Instrumentation and Controls Upgrade

6.1.7.2 Option F-2 (b) - Replace Existing (5) Belt Presses with (4) New Belt Presses and Add Truck Scale

1. Dewatered sludge conveyance upgrade with progressive cavity cake pumps.
2. Sludge truck scale to measure weight and volume of sludge.

6.2 Project Summary/ Conceptual Cost Estimate

The conceptual cost estimate of all the proposed WWTP modifications is presented as a series of projects adding up to a total project cost.

Table 45 presents all the major recommended improvements.

TABLE 45: CONCEPTUAL COST ESTIMATE

Option #	Description	Cost
	3.2 & 3.3 Biological Nutrient Reduction (BNR) Facilities	
A-2	New IFAS BNR Process	\$19,860,000
	New PD Blowers	\$2,520,000
	A Subtotal	\$22,380,000
	3.4 Influent Pumping	
B-1 (a)	Replacement of WMLS Influent Pumps	\$756,000
B-2 (a)	New Primary Screening	\$3,744,000
B-3 (a)	Two (2) EQ Tanks (converted Digester Tanks)	\$1,662,000
B-4 (a)	New HIBOCS Biological Odor Control System at WMLS and EMLS	\$1,461,600
	B Subtotal	\$7,623,600
	3.5 Influent Structure / Headworks	
C-1 (b)	New Grit Removal System	\$4,320,000
C-2 (b)	Two New Center Flow 3 mm Fine Screens	\$2,940,000
	C Subtotal	\$7,260,000
	3.6 Secondary Clarifiers	
D-1 (b)	New Spiral Blade Collection Mechanism with Submerged Weirs (Includes RAS/WAS Pumps)	\$6,078,000
	D Subtotal	\$6,078,000
	3.8 Disinfection and Effluent Transfer Pumps	
E-1 (b)	Replacement of Existing Transfer with New In-Plant Reuse and Cover CCC	\$2,652,000
	E Subtotal	\$2,652,000
	3.9 Sludge Handling Facilities	
F-1 (b)	New Blowers with Converted EQ Tanks	\$1,320,000
F-2 (b)	Replace Existing (5) Belt Presses with 4 New Belt Presses	\$3,510,000
	F Subtotal	\$4,830,000
	4.0 Electrical and Instrumentation	
	4.1 Electrical Improvements	\$9,000,000
	4.2 Instrumentation and Controls	\$3,900,000
	Electrical and Instrumentation Subtotal	\$12,900,000

Proposed Port Orange WWTP Modifications and Conceptual Cost Estimate

Option #	Description	Cost
	5.0 Support Facilities	
	5.1 Elevated Walkways	\$500,000
	5.2 Modified Operations and Laboratory Facilities	\$2,000,000
	5.3 New Maintenance Building	\$300,000
	Support Facilities Subtotal	\$2,800,000
	(Subtotals A-F, Support Facilities and Electrical/I&C)	\$66,524,000
	Contingency @ 30%	\$19,957,000
	Total Construction Cost	\$86,481,000
	Outside the Fence	
	5.4 Reclaimed Water and Effluent Disposal	\$8,000,000

7. Implementation and Compliance

7.1 Public Hearing / Dedicated Revenue Hearing

7.1.1 Resolution Approving Facility Plan and Capital Financing Plan

A Public Hearing was held to present this Facility Plan to the public for review and comment prior to adoption of the Plan by the City of Port Orange City Council. The selected alternatives were discussed, and the environmental and cost impacts were presented. This allowed for the public to participate in the evaluation of the alternatives as well as any potential financial impacts to affected parties. **Appendix E** contains a copy of the Notice of Public Hearing and a copy of the Resolution adopted by the Commission.

7.2 Fiscal Sustainability / Asset Management Planning

As part of the Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law on June 10, 2014. Title VI of the Federal Water Pollution Control Act (FWPCA) requires a loan recipient to certify regarding the development and implementation of a fiscal sustainability plan. The City of Port Orange will provide the executed fiscal sustainability plan certification as part of **Appendix G** and will provide the completed plan for the project upon construction conclusion.

Regarding the implementation of an asset management plan, the City has not yet established a plan for their system. However, as their system grows it may be a consideration for the future.

7.3 Regulatory Agency Review

7.3.1 Florida Department of Environmental Protection

FDEP is the lead agency dealing with issues of environmental quality with regulatory authority encompassing large and small quantity hazardous waste generators, air pollution emissions, solid waste disposal, potable water usage, dredge and fill permitting, and development in environmentally sensitive areas. FDEP is the State agency with regulatory authority over the use of submerged lands and waters. FDEP is also charged with protecting and conserving Florida's natural resources and managing State owned land and aquatic preserves. The City of Port Orange service area is within the Central District of FDEP headquartered in Orange County.

7.3.2 Florida Department of Health

The Florida Department of Health performs water tests for surface water quality and has the authority to issue health notices, advisories, and boil water orders when the potential for contamination exists in public water supply systems. It also issues health warnings and notices for surface water bodies and food sources that may place the public at a health risk.

7.3.3 Water Management Districts

The St. John's River Water Management District (SJRWMD) is one of five water management districts in Florida created by the Water Resources Act of 1972. SJRWMD is responsible for managing groundwater and surface water supplies in part or all of 18 counties in northeast and east-central Florida. The district

covers 12,283 square miles, about 7.8 million acres. The main water body in the district is the northerly flowing St. Johns River, the longest river entirely in Florida. SJRWMD provides a variety of regulatory programs including programs regulating the consumptive use of water, construction of wells, licensing water well contractors, surface water management facilities, stormwater management systems, and artificial recharge of ground water.

7.3.4 United State Environmental Protection Agency

The United States (US) Environmental Protection Agency (EPA) reviews the actions of other governmental agencies and retains the authority to veto permits under the provisions of Section 404 of the Clean Water Act. It also manages the collection of water supply quality information under the Information Collection Rule. Many EPA responsibilities have been delegated to State agencies for implementation. In addition, EPA administers the National Estuary Program.

7.3.5 Clean Air Act

The Clean Air Act was amended in 1990. The Clean Air Act Amendments, Title I, address regional air quality for six criteria pollutants: carbon monoxide, lead, nitrogen dioxide, ozone, particulate matter, and sulfur dioxide. If a particular area does not meet national ambient air quality standards, it is established as a non-attainment area.

7.3.6 Federal Water Pollution Control Act

The Federal Water Pollution Control Act, commonly known as the Clean Water Act, was passed by Congress in 1972 to restore and maintain the chemical, physical, and biological integrity of the nation's waters by preventing point and nonpoint pollution sources, providing assistance to publicly owned treatment works for the improvement of wastewater treatment, and maintaining the integrity of wetlands.

7.3.7 Florida Safe Drinking Water Act

The Florida Legislature enacted the Florida Safe Drinking Water Act, 403.850-403.864, Florida Statute in 1977. The statute directs FDEP to formulate and enforce rules pertaining to drinking water. The rules, Chapters 62-550, 62-555, and 62-560, Florida Administrative Code (F.A.C.), establish the primary and secondary drinking water standards of the Federal Government and establish additional rules to fulfill State requirements.

7.3.8 United State Army Corps of Engineers

The mission of the US Army Corps of Engineers is to provide vital public engineering services in peace and war to strengthen our Nation's security, energize the economy, and reduce risks from disasters. The Jacksonville District of the Corps was established in 1884 and encompasses Florida, Puerto Rico, and the US Virgin Islands. The Corps also has a Civil Works environmental mission that ensures all Corps projects, facilities and associated lands meet environmental standards. The program has four functions: compliance, restoration, prevention, and conservation.

7.3.9 Florida Department of Transportation

The Florida Department of Transportation (FDOT) mission is to provide a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of our environment and communities. The Bartow Office of the FDOT issues access, drainage, building moving, highway landscaping, road closure, rest area, utility, banner, and general use permits for projects taking place in Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia.

7.4 Financial Planning / Capital Financing Plan

The Florida Department of Environmental Protection's (FDEP) SRF is expected to be the financing source for the project. The City of Port Orange also intends on submitting grant applications to various agencies to offset the loan amount. A capital financing plan (CFP) has been prepared to explain to the public and FDEP what the financial impact on the users of the reclaimed water system will be. The CFP can be found in **Appendix H**.

7.5 Implementation

The City of Port Orange has the sole responsibility and authority to implement the recommended improvements.

7.6 Schedule for Implementation

Under the SRF program, entities who wish to receive funding must receive project and funding approval before construction may take place. This Facility Plan, including the Capital Financing Plan, biddable plans and specifications with all necessary permits to construct the selected plan must be approved by FDEP for the entity to receive SRF funding for the proposed project.

Adoption of the Facility Plan by the City of Port Orange, City Council is a necessary step to establish eligibility for the SRF program, however, adoption of the Plan in no way commits the City of Port Orange to construct the project, furthermore it does not commit the City to receiving a loan, and it also does not commit the SRF program to provide funding to the City.

It is projected that the schedule for the project will be accomplished in 3-years' time.

Table 46 is a proposed schedule for the project included within this plan:

TABLE 46: PROJECT SCHEDULE

TASK	START	END
SRF Facility Plan City/FDEP Review	May 1, 2022	August 1, 2022
Facility Plan Public Comment and City Council Approval	August 15, 2022	September 15, 2022
RFQ and Consultant Selection	September 15, 2022	November 30, 2022
Design and Permitting	December 1, 2022	December 1, 2023

Section 8
Implementation and Compliance

Advertisement For Construction Bids	December 1, 2023	January 15, 2024
Receive Bids	January 15, 2024	February 15, 2024
Construction Duration	March 1, 2024	May 1, 2026

APPENDIX A: IFAS DESIGN SUMMARY



Proposal
Port Orange, FL
AnoxKaldnes IFAS
Proj. No. 5700109201

Submitted to: Anant Sriram, PE
Mead & Hunt

Submitted by: Sarah Spivey
Application Engineer

Date: December 08, 2021

*This document is confidential and may contain proprietary information
It is not to be disclosed to a third party without the written consent of Veolia Water Technologies.*

Veolia Water Technologies Inc. (dba Kruger)
4001 Weston Parkway
Cary, NC 27513
tel. +1 919-677-8310 | fax. +1 919-677-0082
www.veoliawatertech.com

Water Technologies

Dear Anant:

As always, Veolia Water Technologies, Inc (dba Kruger) appreciates the project opportunity and is pleased to present this revised proposal for our AnoxKaldnes IFAS System for Port Orange, FL. We have updated the influent characteristics and system design per your latest request.

This design and proposal represent one customized solution to incorporate an AnoxKaldnes IFAS system into the existing A²O system to achieve biological nutrient removal. Since this is a retrofit design, to take best advantage of the existing walls of the tanks and minimize demolition/construction, the total plant flow is split into two trains. Each process train is designed to keep both the existing three-stage anaerobic selector as well as the existing three-stage pre-anoxic reactor. Following the last stage of the pre-anoxic reactor, the flow of each train is further split into two subtrains. Each sub-train consists of one Swing zone reactor, one IFAS reactor and one polishing reactor followed by one post-anoxic reactor and one re-aeration reactor. The process design is summarized in Table 3.

The amount of MicroC and alum are based on max month conditions and a TKN and TP concentrations in the raw wastewater of 40 mg/L and 6 mg/L, respectively. The reduction of chemicals by the dynamic online control of the nutrient removal has not been provided. We believe the yearly average chemical consumption quantities for both chemicals will be significantly lower than the max month quantities. However we do recommend that the equipment for adding chemicals is provided to ensure that the low effluent requirements can be met under all circumstances.

Both our experience and BIOWIN models have shown that implementing a swing zone as a first stage after the existing pre-anoxic reactors will provide a more flexible process that can help reduce the amount of MicroC addition by allowing an increased IMLR flow rate and ensure that more of the produced nitrate will be removed by the BOD in the raw influent. The possibility of adding air to this reactor as well will ensure that during high TKN loads the ammonium effluent requirements will be met.

In order to implement the following dynamic controls in the BNR process, ammonium analyzers as well as Nitrate probes will be implemented as part of the project. The proposal is based on a PLC control which requires more instruments and is a simpler control compared to the cloud based Hubgrade performance that Veolia offers as well.

- Swing Zone Phase Control
- IMLR flowpacing Control
- Ammonium based DO control in all three Oxidic zones (Swing, IFAS and Polishing)
- MicroC addition Control

- Alum Addition Control (will require an additional Phosphate analyzer but not included in the current scope)

Please note blowers have not been included in our scope. The proposal assumes the provision of all new equipment. If any existing equipment can be reused, the total IFAS system cost may be optimized.

In addition to the above information, we hope that you find the following extra information helpful and convincing in understanding the advantages and benefits of design and system. We also hope that our superior product quality, technical and financial capabilities and excellent customer services offer your team and the owner an extra measure of assurance in delivering yet another successful project.

Unparalleled IFAS System Experience

- Veolia/AnoxKaldnes is the inventor and worldwide leader in designing, manufacturing and implementing IFAS and MBBR technologies with 30 years of IFAS/MBBR experience and over 1,200 installations worldwide.
- Our process experts are well published on the technology and have a collective design experience of over 250 years, making us the strongest IFAS/MBBR design team in the world.
- Veolia has over seventy (70) worldwide IFAS installations that have been in operation for more than 3 years.
- Veolia has more than 30 US IFAS installations that have been running for more than 3 years, ranging from 0.5 to 78 mgd in flow rate and from secondary treatment to BNR.
- Veolia has eight (8) US municipal IFAS installations in cold weather climates with design influent wastewater temperatures less than or equal to 10°C.
- Veolia has seven (7) US municipal IFAS installations with design average annual flow rates greater than or equal to 15.0 MGD.
- Veolia has four (4) US municipal IFAS installations with design average total nitrogen (TN) loadings greater than or equal to 6,500 lbs/day.
- Veolia has eight (8) US municipal IFAS installations designed for and meeting total phosphorus (TP) effluent concentrations of less than 1.0 mg/L.
- Nearly every one of our US IFAS BNR plants in the attached list meets total nitrogen (TN) effluent concentrations of less than 15 mg/L. The total number exceeds twenty-five (25).
- Veolia also has more than five (5) IFAS plants that meet total nitrogen (TN) effluent concentrations of less than 5 mg/L in the US.
- Veolia also has more than three (3) IFAS plants that meet total nitrogen (TN) effluent concentrations of less than 3 mg/L in the US.
- Veolia has more than ten (10) US municipal IFAS installations designed for and meeting ammonia-nitrogen (NH₃-N) effluent concentrations of less than 2.0 mg/L.

Robust, Field-proven and Maintenance-free System

- The Veolia IFAS system utilizes the AnoxKaldnes AnoxK™5 media with a protected (effective) specific surface area (SSA) of 800 m²/m³ (243 ft²/ft³) that is greater than the SSA of most other media carriers, enabling the plant to fit the process within a small footprint while leaving room for future capacity increase.
- The media is field proven and has been successfully used in hundreds of municipal and industrial wastewater treatment plants. Using media that is not field proven could lead to media integrity and performance issues, which could put the project at high risk of failure and jeopardizes the City's return on investment.
- The shallow media depth design of the K5 media enables better mixing with lower mixing energy, better oxygen and mass transfer efficiencies and therefore better system performance. This media design also helps prevent the potential growth of macrofauna animals such as snails within the media.
- To ensure best media quality, the media used for this project will be virgin HDPE manufactured in the USA. Carriers made of recycled materials could result in premature media breakage and demand frequent media replacements.
- The system consists of stainless steel medium-bubble air diffusers that are robust, non-clogging and maintenance free throughout the lifetime of the IFAS system. Compared to fine bubble diffusers that require routine maintenance and replacement every five to ten years, the medium-bubble air diffusers provide significant savings to the City.
- The system employs stainless steel maintenance-free cylindrical perforated plate screens at the reactor effluent wall to retain media, while allowing treated water to pass through. The current perforated plate screen design is a significant improvement over the previous wedge-wire screen design in terms of screen clogging. The wedge wire screen design is prone to clogging by stringy materials that can easily get caught on the wire and are hard to remove.

Excellent Design Support and Customer Service

- Veolia Cary NC office has a staff of over 100 people, including Project Management, Process Engineering, I&C Engineering, Mechanical Engineering and Field Service that are all located within the area of Cary, NC headquarters, providing a coordinated effort and single point of contact to Kruger's technical expertise for your team.
- This project has been assigned to a dedicated Process Manager and a team whose main function is to ensure proper process design, modeling and support for the IFAS system. The team will continue to work closely with your team and the owner to go through the commissioning, startup and performance testing stages.
- This project will have a dedicated Project Manager whose main function is to ensure best communication, on-time equipment delivery, proper installation and startup of the IFAS biological treatment system. Field service is a major component of project execution. Our field service personnel are thoroughly trained and have enormous experience in commissioning IFAS plants. It is crucial to tap into the team's experience and fully inspect the system components before, during and after the installation.

Financial Backing and Process Guarantee



- By collaborating with Veolia, your team and the owner will have access to Veolia, the world's #1 ranked water company. Veolia is a \$26 billion USD company with strong financial security. Veolia Water Technologies Inc, dba Kruger, is a subsidiary of Veolia, a world leader in engineering and technical solutions in water treatment. See Company Overview in Appendix I of this RFP Response.
- We are financially capable of supporting this and any other project through design, construction, and completion. You can be rest assured that we will stand behind our system through the warranty period and beyond.
- Bid and performance bonds and/or process guarantee bonds are recommended to protect your teams' interests and can be readily provided when specified.
- We can guarantee the performance of this system as we do for all of our other installations.

Thank you

The Veolia team provides the highest dependability and reliability with the best value: originating from the inventor and leading innovator of the IFAS technology, being engineered as a complete system, and being the beneficiary of decades of wisdom earned from the largest install base, Veolia's AnoxKaldnes IFAS technology has earned the trust of numerous customers.

We appreciate the opportunity to provide this proposal to you and look forward to working with you to deliver yet another successful IFAS project. If you have any questions or need further information, please contact our local Representative, Bob Bierhorst of MTS Environmental,, or our Regional Sales Manager, Daniel Hurt, at 919 523-2328 (daniel.hurt@veolia.com).

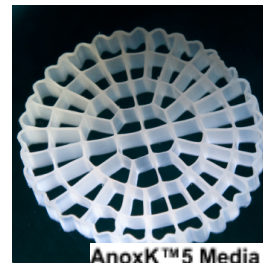
cc: Process, Sales, project file (Kruger)
Bob Bierhorst (MTS Environmental)

Revision	Date	Process Eng.	Comments
0	9/17/2021	JLY	Initial, budgetary proposal.
1	12/08/2021	JLY	Revised design concentrations and MLSS.

Process Description

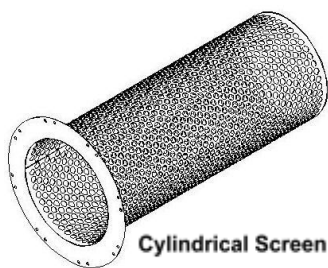
AnoxKaldnes MBBR and IFAS

Kruger's AnoxKaldnes process design is based on more than 30 years of experience with Moving Bed Biological Reactors (MBBR) and Integrated Fixed Film Activated Sludge (IFAS) systems. Our knowledge is supported by lab and pilot scale studies and data from more than 1,200 AnoxKaldnes operating systems for BOD, nitrification, and TN removal.



The MBBR and IFAS (or Hybas™ – Hybrid Biofilm Activated Sludge) processes are continuous flow through, non-clogging bio-film reactors containing “carrier elements” or media with a high specific surface. The media does not require backwashing or cleaning.

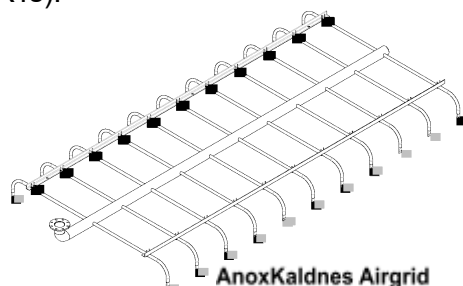
The biomass that treats the wastewater is attached to the surfaces of the media. The media is designed to provide a large protected surface area for the biofilm and optimal conditions for biological activity when suspended in water. Media of different shapes and sizes provide flexibility to use the most suitable type depending on wastewater characteristics, discharge standards and available volumes. AnoxKaldnes media is made from polyethylene and has a density slightly less than water.



In the MBBR process, all of the biomass is attached to the media and retained in the reactor, with no returned sludge. In the Hybas process, the reactor contains both free-floating biomass (activated sludge) and biomass attached to the media. The free-floating biomass passes through the reactor, is settled and recycled back to the reactor. The media and attached biofilm remain in the reactor as in a MBBR.

The Hybas process is often considered for upgrading existing conventional activated sludge systems within the existing tankage for either maintaining nitrification at new higher flow rates or loads or upgrading a plant to meet new nitrification requirements. It is accomplished by adding the media directly into the activated sludge reactors to enhance the growth of the autotrophic bacteria. The Hybas system is capable of meeting these new effluent requirements at low solids retention times (SRTs) and short hydraulic retention times (HRTs).

The mixing of the media within MBBR and Hybas reactors is provided by AnoxKaldnes' medium bubble aeration system in aerobic application, whereas specially designed submersible mixers are used in anoxic environments for denitrification.

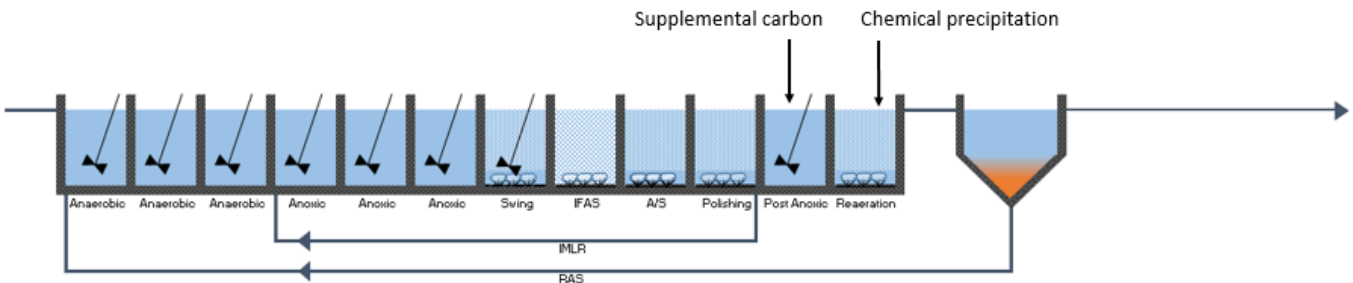


Kruger's minimum scope of supply for MBBR and Hybas systems includes the AnoxKaldnes media, screen assemblies (to keep media in each reactor), medium bubble aeration grid assemblies and submersible mixers for the anoxic zones. In cases where they are needed, Kruger also provides

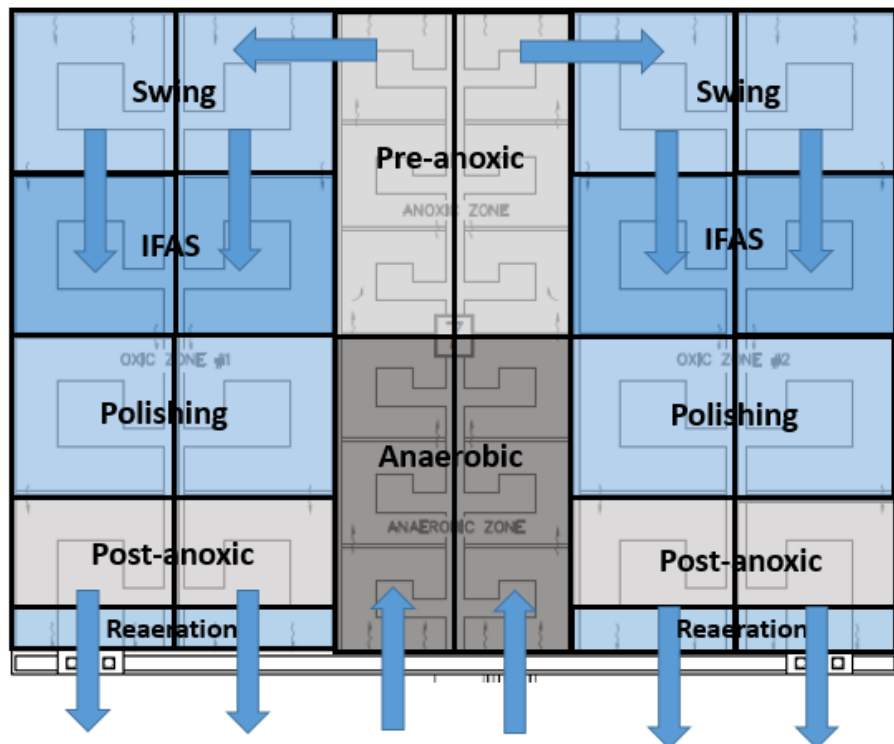
the blowers, instrumentation and controls, SCADA, and field instruments (dissolved oxygen, nitrate, ammonia, etc.) for single source responsibility.

AnoxKaldnes IFAS System Configuration

The proposed system consists of two trains, according to the figures shown below. Each train consists of a three stage anaerobic selector, a three stage pre-anoxic reactor, two swing reactors, two IFAS reactors, two polishing reactors, two post-anoxic reactors and two re-aeration reactors.



IFAS system process schematic



Proposed IFAS Configuration

Design Summary

The proposed design is based on the following influent wastewater characteristics and incorporating peak flow conditions for screen design purposes only. The design assumes that the raw influent wastewater is biodegradable, no toxic compounds are present, sufficient alkalinity is available to avoid pH depressions, that the COD/BOD ratio is between 1.7 and 2.3, and that none of the equipment provided would be used in a classified area (e.g. Class 1, Division 1 or Class 1, Division 2).

The headworks should be designed to prevent the passage of unscreened or poorly screened wastewater into the media reactors, including during maintenance or high-flow bypass events. The use of bar or step screens is discouraged, since they can allow passage of fibrous material that can blind the media retention screens.

To provide the best compatibility with the AnoxKTM5 media and sieves, the plant's headworks should include perforated mesh screens with a maximum of 6 mm (1/4 inch) diameter openings for removal of particulate matter (rags, debris, etc.) prior to entering the AnoxKaldnes IFAS reactors.

Table 1: Influent Design Basis

Parameter	Units	Values
Flow, Design	MGD	12
Flow, Peak Hourly	MGD	24
BOD ₅ , Design Flow	mg/L	182
TSS, Design Flow	mg/L	270
TKN, Design Flow	mg/L	40
TP	mg/L	6
Elevation	ft	30*
Min/Max Temperature	°C	20/28

* Assumed values.

Table 2: Effluent Objectives - 30 Day Average

Parameter	Units	Values*
cBOD ₅	mg/L	5.0**
TSS	mg/L	5.0**
TN	mg/L	≤ 3.0*
TP	mg/L	≤ 1.0***

*Listed values represent anticipated performance; any performance guarantees may be different

*Provision for external carbon addition should be provided in the post DN reactor by others.

**Biological non-degradable soluble nitrogen assumed to be less than 1 mg/L

***Tertiary treatment is required to meet BOD and TSS limits and shall be by others.

*** Provision for chemical precipitation shall be provided by others.

Table 3: Process Design Summary

Parameter	Units	Values
Number of Process Trains	-	2
Number of Anaerobic Selectors per Train	-	3
Number of Pre-Anoxic Reactors per Train	-	3
Number of Swing Reactors per Train	-	2
Number of IFAS Reactors per Train	-	2
Number of Polishing Reactors per Train	-	2
Number of Post-Anoxic Reactors per Train	-	2
Number of Re-Aeration Reactors per Train	-	2
<u>Anaerobic Selector</u>		
Volume (Each)	ft ³	15,300
Total Volume (All Reactors)	ft ³	91,800
Number of Mixers Per Reactor	-	1
Total Number of Mixers (All Reactors)	-	6
<u>Pre-Anoxic Reactor</u>		
Volume (Each)	ft ³	15,300
Total Volume (All Reactors)	ft ³	91,800
Number of Mixers Per Reactor	-	1
Total Number of Mixers (All Reactors)	-	6
<u>Swing Reactor</u>		
Volume (Each)	ft ³	29,636
Total Volume (All Reactors)	ft ³	118,544
Aeration System Type	-	Medium Bubble
Residual DO, Max. Month (Winter/Summer)	mg/L	2/1.5
Total Process Air Requirement (All Reactors)	SCFM	3,160
Total Mixing Air Requirement (All Reactors)	SCFM	-
Discharge Pressure (From Top of Drop Pipe)	psi	7.1
Number of Mixers Per Reactor	-	1
Total Number of Mixers (All Reactors)	-	4
<u>IFAS Reactor</u>		
Volume (Each)	ft ³	29,636
Total Volume (All Reactors)	ft ³	118,544
Media Type:	-	AnoxK™5
Fill of Biofilm Carriers	%	25
Media Volume (All Reactors)	ft ³	26,660
Aeration System Type	-	Medium Bubble
Residual DO, Max. Month (Winter/Summer)	mg/L	4.0/3.0
Total Process Air Requirement (All Reactors)	SCFM	6,580
Total Mixing Air Requirement (All Reactors)	SCFM	3,500
Discharge Pressure (From Top of Drop Pipe)	psi	7.15

<u>Polishing Reactor</u>		
Volume (Each)	ft ³	29,636
Total Volume (All Reactors)	ft ³	118,544
Aeration System Type	-	Medium Bubble
Residual DO, Max. Month	mg/L	2
Total Process Air Requirement (All Reactors)	SCFM	1,300
Total Mixing Air Requirement (All Reactors)	SCFM	2,100
Discharge Pressure (From Top of Drop Pipe)	psi	7.15
<u>Post-Anoxic Reactor</u>		
Volume (Each)	ft ³	21,645
Total Volume (All Reactors)	ft ³	86,580
Number of Mixers Per Reactor	-	1
Total Number of Mixers (All Reactors)	-	4
<u>Re-Aeration Reactor</u>		
Volume (Each)	ft ³	7,979
Total Volume (All Reactors)	ft ³	31,916
Aeration System Type	-	Medium Bubble
Residual DO, Max. Month	mg/L	2
Total Process Air Requirement (All Reactors)	SCFM	650
Total Mixing Air Requirement (All Reactors)	SCFM	565
Discharge Pressure (From Top of Drop Pipe)	psi	7.1
MLSS, Max. Month	mg/L	3,500
IMLR, Max. Month	%	300-500
RAS, Max. Month	%	50-100
Recommended Blower capacity	SCFM	15,000
Recommended Freeboard	ft	2-3
Sludge Production, Max. Month	lb/day	22,000
MicroC Dose, Max. Month	gal/day	90-100
Alum Dose, Max Month	gal/day	420

Scope of Supply

Kruger is pleased to present our scope of supply which includes process engineering design, equipment procurement, and field services required for the proposed treatment system, as related to the equipment specified. The work will be performed to Kruger's high standards under the direction of a Project Manager. All matters related to the design, installation, or performance of the system shall be communicated through the Kruger representative giving the Engineer and Owner ready access to Kruger's extensive capabilities.

Process and Design Engineering

Kruger will provide process engineering and design support for the system as follows:

- Process Engineering consisting of aeration system sizing and configuration, sieve and outlet design.
- Review and approval of P&I Diagram for the AnoxKaldnes IFAS portion of the process. Preliminary General Arrangement Drawings and review and approval of final General Arrangement Drawings for the process. Review of reactor drawings with respect to penetrations and dimensions, excluding structural design.
- Equipment installation instructions for all equipment supplied by Kruger.

Field Services

Kruger will furnish a Service Engineer to perform the following tasks:

- Inspect installation of key pieces of equipment during construction.
- Inspect the completed system prior to startup.
- Assist the Contractor with initial startup of the system.
- Train the Owner's staff in the proper operation and maintenance of the AnoxKaldnes IFAS system.
- Test and start any Kruger-supplied control equipment, including PLC programming and SCADA systems.

Extended Services

The Supplier shall include an extended service plan, featuring a blend of remote and on-site services, to support the Owner in the proper operation, maintenance and optimization of the process and equipment. The active service plan period shall be one (1) year and will start upon completion of Supplier's commissioning activities for the process. The plan shall include the following:

- A. One (1) trip to the project site consisting of two (2) days onsite for process and equipment (e.g. instruments/analyzers) inspections and follow-up training in process control and optimization
- B. Remote quarterly review of operating data (Owner to provide data to Supplier) with issuance of summary report by a process engineer, noting key observations and recommendations



- C. Twenty (20) hours of remote support conducted via phone and/or video conferencing for assistance in further optimization, troubleshooting, training or other needs of the Owner. The Supplier shall include the use of app-based augmented reality tools where such tools would be beneficial, such as FieldBit or equal, at no additional charge. Minimum of 1 hr charged per call.

AnoxKaldnes IFAS System Equipment – Limited to In-Basin Equipment Only

Process and Mechanical Equipment Items	Qty	Description
AnoxKaldnes AnoxK™5 Media, (ft³)	29,660	High density polyethylene carrier elements.
Cylindrical Screen Assemblies	72	Eighteen per IFAS reactor. 304L SS. 23" ø perforated plate pipes terminated in ANSI flanges for mounting directly to the tank wall.
Air Sparge System	Yes	An air sparging system in 304L SS will be provided to scour the screens.
Open/Close Ball Valves	4	One (1) 2" electric valve for each sieve air sparge header.
V-port Ball Valves	4	One (1) 2" manual air regulating valve for each sieve air sparge header.
Medium Bubble Aeration System	16	Four (4) medium bubble aeration systems per train. 304L SS including header, lateral piping, and hardware (excluding anchor bolts).
Scum Screen Assemblies	4 Lots	One (1) scum screen assemblies for each IFAS reactor; 304 SS; including spray header assemblies.
Submersible Mixers	20	One (1) for each anaerobic, pre-DN, swing, and post-DN reactor. Submersible Propeller Mixer, 304SS Rails, Hoist, and Receiving Bracket.
IMLR Wall Pumps	8	Two (2) per train rated at 7.5 MGD @ 3 feet TDH.
Modulating Airflow Control Valves	12	One (1) actuated BFV for each swing, IFAS, and polishing reactor.
I&C Equipment Items	Qty	Description
PLC Control Panel	1	NEMA 12 Freestanding or Wall Mount Control Panel (For Indoor Use). ControlLogix PLC; Panelview HMI; 120V Feed.
High Level Float Switch	4	One (1) for each media zone.
Level transmitters	8	One (1) for each media zone. One (1) for each Polishing reactor.
DO Probe (LDO)	12	One (1) for each Aerobic zone. Aerobic Zone DO Monitoring with protective cage for IFAS zones.
Thermal Mass Flowmeter	12	One (1) for each IFAS, activated sludge, and polishing reactor.
Ammonia Analyzer	2	One (1) Double sampling Amtrax analyzer for control of DO and swing zone
Filtration unit	4	One (1) per Polishing zone
Nitrate Analyzer	5	One (1) for each polishing zone and one (1) for common effluent channel for control of IMLR pumps, swing zone as well as the external carbon addition.

Notes Regarding System Design and Installation

- A note on concrete specifications: For any MBBR or IFAS system, regardless of manufacturer, it is sound practice to require good, quality concrete work for the process reactors. The Consulting Engineer's standard concrete specification section is typically adequate to eliminate large holes, excessive form marks, large pockets, and excessively rough areas. It is particularly important to eliminate the potential for annular space around media retention screens.
- A note on construction sequencing: It is important, particularly for IFAS installations, to have level detection and level communication systems in place and operational prior to the filling of process tanks with water and media.

Scope of Supply BY INSTALLER/PURCHASER

The contractor's scope of supply for the AnoxKaldnes IFAS system should include, but is not limited to, the following items:

- All civil/site and electrical work.
- A concrete foundation for the tanks.
- Reactors to house the IFAS treatment equipment.
- All provisions for interconnecting piping.
- Unloading, storage and installation of equipment.
- Install and test all level floats, level transmitters, level alarms, and alarm communication devices prior to filling a process tank with media and water

Design Options

In addition to the proposed system as detailed herein, Kruger is able to further incorporate our process and controls expertise into wastewater treatment plants, allowing municipalities to meet stringent effluent requirements and future plant upgrades. Kruger is also able to offer our instrumentation and controls expertise to build upon the proposed system by providing a **customized plant-wide SCADA system** or designing a **Motor Control Center (MCC)**, providing clients a single source responsibility for plant controls. Please contact Kruger if the options above are of interest or to be included in the current proposed system or future upgrades. ***Please note that the design options listed above are not included in the pricing noted herein.*

Schedule

- Shop drawings will be submitted within 6-8 weeks of receipt of an executed contract by all parties.
- All equipment will be delivered within 18-20 weeks after receipt of written approval of the shop drawings.
- Installation manuals will be furnished upon delivery of equipment.
- Operation and Maintenance Manuals will be submitted within 90 days after receipt of approved shop drawings.

Pricing

The price for the AnoxKaldnes IFAS system, as defined herein, including process and design engineering, field services, and equipment supply is: **\$4,386,000**.

Pricing is FOB shipping point, with freight allowed to the job site. This pricing does not include any sales or use taxes. In addition, the price is valid for 60 days from the date of this Proposal. The proposed goods may be affected by the ongoing market fluctuations impacting material and shipping costs. Kruger reserves the right to re-evaluate the Proposal price prior to order acceptance.

Please note that the above pricing is expressly contingent upon the items in this proposal and are subject to Kruger Standard Terms of Sale detailed herein.

Kruger Standard Terms of Payment

The terms of payment are as follows:

- 10% on receipt of fully executed contract
- 15% on submittal of shop drawings
- 75% on the delivery of equipment to the site

Payment shall not be contingent upon receipt of funds by the Contractor from the Owner. There shall be no retention in payments due to Kruger. All other terms per our Standard Terms of Sale are attached.

All payment terms are net 30 days from the date of invoice. Final payment not to exceed 120 days from delivery of equipment.

Statement Regarding Competitive Transparency

Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A. ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings.

Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.



Kruger Standard Terms of Sale

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from beneficial use, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.



AnoxKaldnes™

Moving Bed Biofilm Reactor (MBBR)

Integrated Fixed-Film Activated Sludge (IFAS)

and ANITA™ Mox Deammonification

WATER TECHNOLOGIES

AnoxKaldnes™ MBBR and Hybas™ Processes

AnoxKaldnes™ MBBR

(Moving Bed Biofilm Reactor) is a biological wastewater treatment process that utilizes specialized polyethylene carriers (media) to create a large protected surface on which biofilm can attach. The media is mixed in the reactor, and the large surface area provides more treatment capacity in a smaller volume compared to activated sludge.

AnoxKaldnes Hybas™

(Hybrid Biofilm Activated Sludge) technology is an application of the IFAS process in which moving media is mixed into an activated sludge environment. The result is both fixed-film and suspended growth biomass working together and lending the strengths of each to the hybrid process. The Hybas process is excellent for retrofitting existing activated sludge plants to improve ammonia and nitrogen removal.

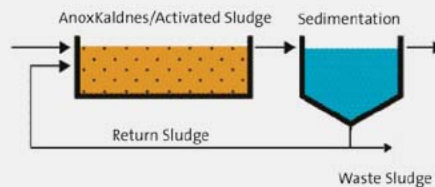
AnoxKaldnes Hybas™ for SBR

AnoxKaldnes Hybas™ systems can be retrofitted into a sequencing batch reactor (SBR) system. The AnoxKaldnes Hybas can increase the capacity of a SBR wastewater treatment process in the same footprint as a conventional SBR without the need for new tankage. The AnoxKaldnes Hybas for SBR uses engineered moving bed media to grow and foster nitrifying bacteria, even at low SRT's and low reactor temperatures. The process allows for greater BOD, $\text{NH}_3\text{-N}$, and TN removal.

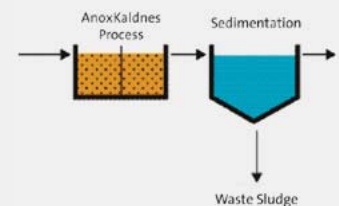
Advantages

- Simple and reliable operation
- Excellent for ammonia and total nitrogen limits ($\text{NH}_3\text{-N} < 1 \text{ mg/L}$, $\text{NO}_3\text{-N} < 1 \text{ mg/L}$)
- Smaller footprint than activated sludge
- Increase plant capacity for nitrification and/or denitrification
- Effective in cold water
- Accommodates a wide range of flow and load fluctuations
- Non-clogging media with a long lifespan
- Flexible design for almost any tank configuration

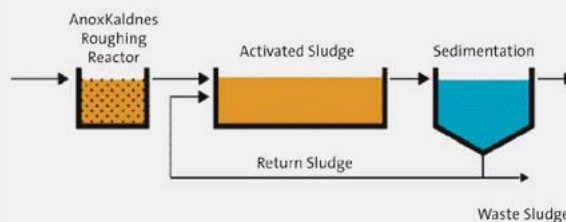
Hybas™ Technology



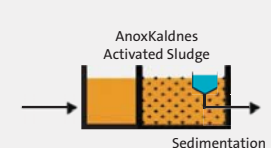
MBBR



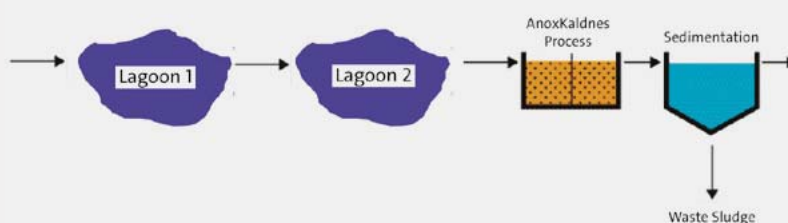
Biofilm Activated Sludge



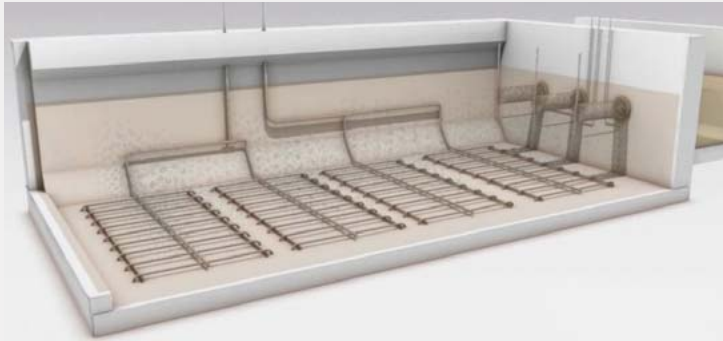
Hybas™ for SBR



LagoonGuard® MBBR



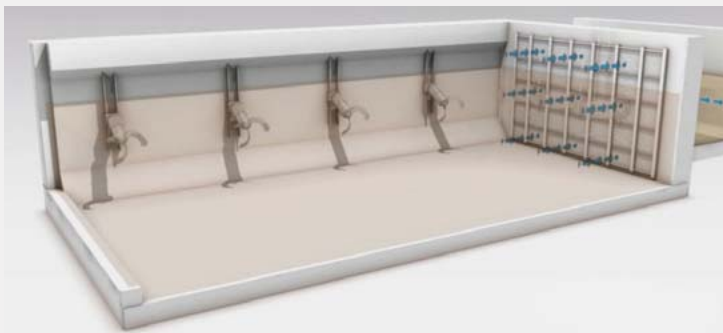
Air Grids and Media Retention Screens



Aerobic Applications

- AnoxKaldnes stainless steel air diffuser system is robust, non-clogging and maintenance free
- Diffusers provide oxygen for process needs and media mixing for optimal biological performance
- Cylindrical screens at reactor's effluent wall retain media while allowing treated water and suspended solids to pass through

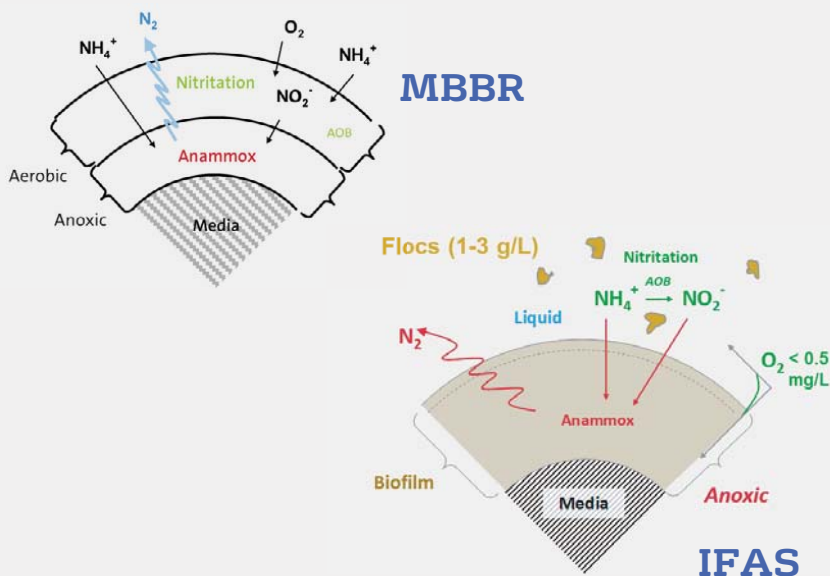
Mixers and Flat Screens



Anoxic Applications

- AnoxKaldnes stainless steel air diffuser system is robust, non-clogging and maintenance free
- Diffusers provide oxygen for process needs and media mixing for optimal biological performance
- Flat screens at reactor's effluent wall retain media while allowing treated water and suspended solids to pass through

ANITA™ Mox Deammonification



System Supplier Scope of Supply

- Complete process design with effluent guarantees
- Process equipment including media, screens, air grids, blowers, pumps, mixers and valves
- Field instruments and process control
- Customized SCADA for the highest level of operations monitoring and control

The ANITA Mox process combines aerobic nitritation and anammox reactions simultaneously in a single reactor. With MBBR, the reactions take place in different layers of biofilm on the AnoxKaldnes media. With IFAS ANITA Mox, most of the nitritation reaction occurs in the suspended biomass, while the anammox reaction takes place on the carrier media. The MBBR and IFAS ANITA Mox platforms both provide a robust, stable process with simple operation, energy and chemical savings, and efficient ammonia removal.

AnoxKaldnes Technology Can Benefit A Wide Range of Plant Sizes



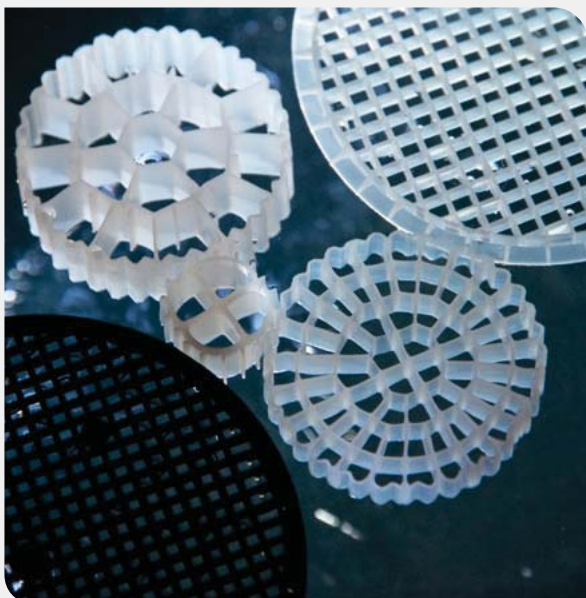
Cheyenne, WY AnoxKaldnes MBBR

- In 2005, MBBR replaced trickling filters and was chosen because it is a biofilm process that is compatible with the existing clarifiers.
- Consists of two trains of two pre-anoxic and four aerobic reactors in series to treat 6.5 MGD and achieve BOD <10 mg/L and ammonia <2 mg/L, NO_x-N <9 mg/L.



Providence, RI AnoxKaldnes Hybas Technology

- Ten parallel process trains with a treatment capacity of 77 MGD
- Existing aeration basins converted to a 4 stage process with one IFAS zone per train
- Pre-anoxic stage for denitrification using the influent BOD as a carbon source
- Aerobic Nitrification stage for BOD and Nitrification – IFAS Zone. 52% fill using AnoxKaldnes K3 media type. Total media surface area of 36.3 million square feet
- Post-anoxic stage for additional denitrification using an external carbon source
- Clarification stage for solids separation and collection



Winning Combinations

- High rate clarification with *ACTIFLO®*
- Primary clarification with *MULTIFLO*
- Filtration with *Hydrotech Discfilter*

South Adams County, CO



AnoxKaldnes™ Municipal Installations (USA Southeast Region) - IFAS and MBBR

Name of Plant/ Location	State	Region	Year of Startup	Type of System
Cocoa Beach, FL	FL	SE	2012	IFAS
South Central Regional WWTF - Brevard County, FL	FL	SE	2018	IFAS
Edison, GA	GA	SE	2013	MBBR
Tomahawk Creek WWTP KS	KS	SE	2021	ANITA MBBR
Belton, SC	SC	SE	2015	MBBR
Enoree River WWTP- Woodruff, SC	SC	SE	2017	MBBR
Lubbock, TX	TX	SE	2010	IFAS



AnoxKaldnes™ Municipal Installations (USA) - IFAS and MBBR

Name of Plant/ Location	State	Region	Year of Startup	Type of System
Palmer, AK	AK	W	2018	MBBR
Wildcat Hill WWTP - Flagstaff, AZ	AZ	W	2008	IFAS
Cascade Shores, CA	CA	W	2009	IFAS
Broomfield, CO	CO	W	2002	IFAS
South Adams County, CO	CO	W	2003	MBBR
Johnstown, CO	CO	W	2004	MBBR
Fairplay, CO	CO	W	2008	IFAS
New Castle, CO	CO	W	2009	IFAS
Georgetown, CO	CO	W	2010	IFAS
Crested Butte, CO	CO	W	2010	IFAS
Erie, CO	CO	W	2011	IFAS
Salida, CO	CO	W	2012	IFAS
Johnstown, CO	CO	W	2015	MBBR
South Adams County, CO	CO	W	2015	IFAS
Denver Metro WWRD, CO	CO	W	2017	ANITA MBBR
Wray, CO	CO	W	2017	MBBR
Vernon, CT	CT	E	2020	IFAS
Cocoa Beach, FL	FL	SE	2012	IFAS
Brevard County, FL	FL	SE	2018	IFAS
Edison, GA	GA	SE	2013	MBBR
Poipu, HI	HI	W	2004	MBBR
Waikoloa, HI	HI	W	2009	MBBR
Waimea, HI	HI	W	2011	MBBR
Twin Falls, ID	ID	MW	2015	IFAS
Twin Falls, ID (Municipal Pre-Treatment)	ID	MW	2016	MBBR
New Baden, IL	IL	MW	2010	MBBR
Mahomet, IL	IL	MW	2014	IFAS
Egan, IL	IL	MW	2016	ANITA MBBR
Trenton, IL	IL	MW	2018	MBBR
South Beloit WWTP, IL	IL	MW	2020	IFAS
Tomahawk Creek WWTP KS	KS	SE	2021	ANITA MBBR
Shepherdsville, KY	KY	MW	2010	IFAS
Northport, MI	MI	MW	2008	MBBR
Pelican Rapids, MN	MN	MW	2015	MBBR
Piedmont, MO	MO	MW	2011	MBBR
Dickinson, ND	ND	MW	2015	IFAS
Camp Ashland, NE	NE	MW	2014	MBBR
Taos, NM	NM	W	2005	IFAS
SUNY Morrisville WWTP, NY	NY	E	2019	MBBR
Massillon, OH	OH	MW	2017	IFAS
Springettsbury, PA	PA	E	2011	IFAS
Franklin Township, PA	PA	E	2015	IFAS
Fields Point WWTF - Providence, RI	RI	E	2012	IFAS
Belton, SC	SC	SE	2015	MBBR
Enoree River WWTP- Woodruff, SC	SC	SE	2017	MBBR
Lubbock, TX	TX	SE	2010	IFAS
James River TP - Newport News, VA	VA	E	2012	IFAS
Noman Cole PCP - Fairfax County, VA	VA	E	2013	MBBR
Merrimac, WI	WI	MW	2003	MBBR
Manawa, WI	WI	MW	2006	MBBR
Wisconsin Rapids, WI	WI	MW	2008	MBBR
Grand Chute, WI	WI	MW	2011	IFAS
Birchwood, WI	WI	MW	2014	MBBR
Luck, WI	WI	MW	2017	MBBR
Dry Creek WWTP - Cheyenne, WY	WY	W	2005	IFAS
Crow Creek WWTP - Cheyenne, WY	WY	W	2005	MBBR
Marbleton, WY	WY	W	2012	MBBR

Sustainable Nutrient Removal with IFAS

Biological | Case Study

City of Cocoa Beach, FL

The Client

Cocoa Beach is located on a barrier island of Florida's Space Coast. The city's plant sits between a golf course and a school complex.



The Benefits

- Total Nitrogen (TN) Removal
- Total Phosphorus (TP) Removal
- Energy Savings
- Low Cost

The Client's Needs

The City of Cocoa Beach faced some challenges. USEPA had established Total Maximum Daily Loads (TMDLs) for nutrients and dissolved oxygen (DO) in the Indian River and Banana River Lagoons in East Central Florida. The city's 6.0 MGD water reclamation plant would therefore need to significantly reduce nutrients in its effluent. Due to its location, any modifications would need to be within the existing plant boundaries. Construction would need to take place while the plant remained online. And the city would need to continue to serve its reclaimed water system that beneficially reclaimed over 90% of the effluent.

To these challenges, the city added some additional goals. At the same time the city wanted to identify the lowest cost solution to meet the effluent limits, the city wished to reduce energy consumption and maintain the existing operations and staffing requirements.

The Solution

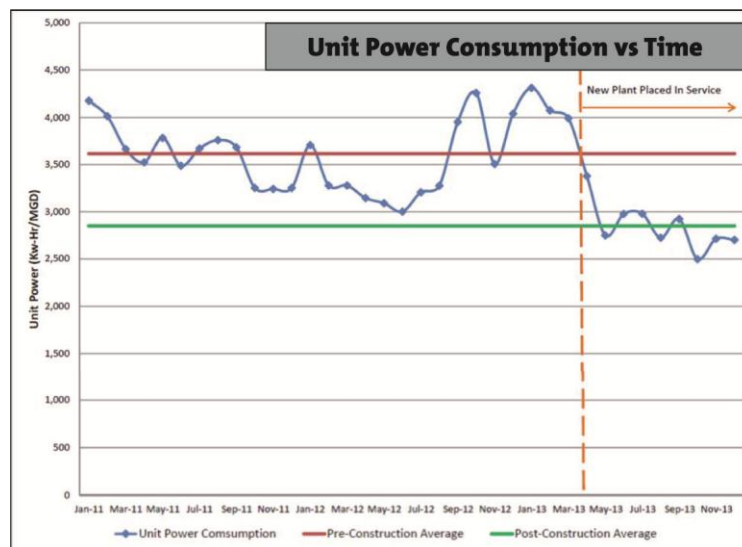
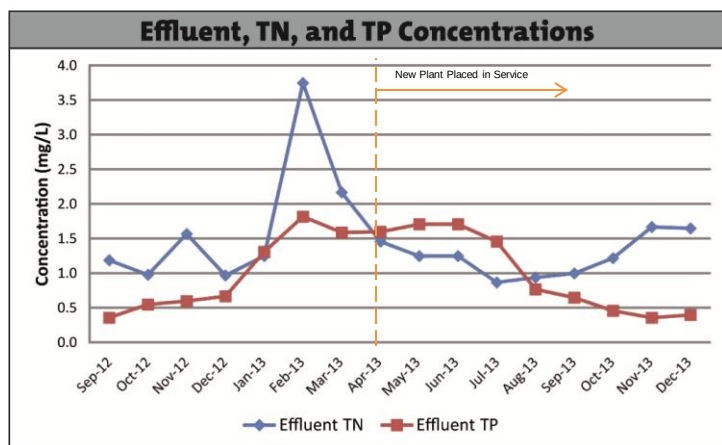
Given the need to create pre-anoxic and post-anoxic treatment zones with minimal space, and factoring in cost, the City of Cocoa Beach selected the AnoxKaldnes™ Hybrid Biofilm Activated Sludge (Hybas™) IFAS technology. An aerobic SRT of 2.25 days was needed for optimal growth of Phosphorous Accumulating Organisms (PAOs). To achieve optimum rates of nitrification and meet the effluent TN limit of 3 mg/L, two aerobic reactors in series were designed. The first was an IFAS reactor with media and the second was an activated sludge reactor without media.

The final design retrofitted six existing A/O basins into six parallel IFAS process trains. Each process train consisted of one pre-anoxic basin, one aerobic IFAS basin, and one aerobic activated sludge basin without media. In order to achieve an effluent TN of less than 3 mg/L, two post-anoxic process trains, each with two post-anoxic basins in series, were constructed. The total SRT in the new constructed post-anoxic basin was 0.5 days, and the total SRT in the entire system was around 4 days. The total aerobic fraction is about 55% of the total volume.

Process Description

The project goals included sustainability and efficiency. The biological process and the equipment selected achieved both. Benchmarks often used to measure sustainability and efficiency are nutrient reduction, residuals production and energy consumption. Upon project completion, the plant saw a decrease in nutrient mass, sludge residuals and unit energy consumption. The data collected proves the reduction for all three parameters.

The Hybas process effectively reduced effluent nitrogen from an average of 8.64 mg/L in 2011 to 1.62 mg/L in 2013. This represented an 81% reduction in effluent TN values. The pre-IFAS baseline value for effluent total phosphorous (TP) was approximately 1.6 mg/L. After project completion and prior to commencing alum feed, the effluent values for TP were 0.46, 0.36 and 0.40 mg/L. This represented a 32% reduction in TP and exceeded the design limit of 1.0 mg/L.



Results

The combination of process design and equipment selection resulted in a completed treatment facility with equal hydraulic treatment capacity, advanced nutrient removal capability, and decreased power requirements. The reduction in energy usage is evidenced by a decrease in connected horsepower and a significantly lower unit power consumption. In terms of connected horsepower, the total load assigned to blowers, mixers and pumps was reduced by 220 HP. Prior to construction, the total rated horsepower for all blowers, mixers and pumps was approximately 1,200 HP. In the post-construction condition, the total connected load was reduced to 980 HP. This represented a reduction of approximately 18% in terms of connected load. With the AnoxKaldnes Hybas IFAS system, the City of Cocoa Beach met the challenges of tighter nutrient regulations, site constraints, and operating conditions. And the project met the city's goals to meet these challenges with a simultaneous decrease in energy use. On top of that, the city did not need to increase operations time or staffing to meet these goals. With the AnoxKaldnes Hybas IFAS system, the city is now meeting stricter nutrient regulations – and doing it sustainably.

Kruger Inc.

4001 Weston Parkway • Cary, NC 27513
tel. +1 919-677-8310 • fax +1 919-677-0082
www.krugerus.com

AnoxKaldnes™ Expertise

Rocky Mountain Region | MBBR and Hybas™

With over 600 full-scale installations worldwide, the AnoxKaldnes technology is backed by unparalleled experience and expertise.

The AnoxKaldnes™ MBBR (Moving Bed Biofilm Reactor) process is a biological wastewater treatment process that utilizes specialized plastic carriers to create a surface on which a biofilm can attach. The carriers are mixed in the reactor, and their large surface provides capacity for a large biomass inventory, reducing the volume required for treatment. In the AnoxKaldnes MBBR process, most of the biomass resides in the biofilm on the carriers.

The AnoxKaldnes™ Hybas™ technology is an application of the IFAS process – Integrated Fixed-Film Activated Sludge. The same AnoxKaldnes MBBR media are used in the Hybas process, the difference being the carriers are used in an activated sludge environment. The suspended-growth biomass of the activated sludge and the biofilm on the carriers work together to provide higher treatment capacity in a smaller volume than that required for activated sludge alone.

Erie, CO - Hybas™

Started in 2011 with a design flow of 1.75 MGD and a peak flow of 4.2 MGD, this plant meets effluent criteria for ammonia <1 mg/L, NOx <9 mg/L and TP <1 mg/L. It is designed with biological phosphorous removal and pre-anoxic zones ahead of two aerobic Hybas zones with K3 media. In addition, a Kruger Discfilter provides tertiary filtration for water reuse.



Broomfield, CO - Hybas™



This system was installed in 2002 and is the first full-scale Hybas in the World. This plant is designed with biological phosphorous removal and pre-anoxic zones to achieve a TP of <1 mg/L, TN of 8 mg/L, and ammonia <1 mg/L. The Hybas process enabled expansion from 4 MGD to 8 MGD without additional aerobic reactor volume. The City has subsequently added an additional 4 MGD train to the plant.

Cheyenne, WY - Hybas™

The Dry Creek Hybas system was installed in 2005 and designed for 8 MGD, with effluent ammonia <2 mg/l and TN <12 mg/l. This plant was a partial retrofit of an existing circular aeration basin along with one new rectangular train to complete the upgrade.



Cheyenne, WY - MBBR

The Crow Creek MBBR was installed in 2005. The plant previously used a trickling filter. The city chose MBBR because it is also a biofilm process that would be compatible with the existing clarifiers. The MBBR has two trains of 4 aerobic reactors in series to treat 5 MGD and achieve BOD <10 mg/L and ammonia <2 mg/L. In 2010, the plant added two pre-anoxic MBBR reactors to target a TN of 10 mg/L.



Johnstown, CO - MBBR After Lagoons



The original plant consisted of 3 lagoons. The City required an upgrade in order to increase treatment capacity and meet lower ammonia limits. The MBBR system has a design flow of 0.75 MGD with a media fill of

26%. A future, construction-free expansion to 1.5 MGD can be achieved by simply adding media to the MBBR reactors.

Fairplay, CO - Hybas™

This plant formerly consisted of a lagoon system. The Fairplay Sanitation District was challenged in meeting their ammonia permit limits and wanted a process that would produce a stable effluent in a small footprint. The District replaced the lagoons with a new Hybas system in 2008. The plant design temperature is 4.5°C at 10,000 ft of elevation and a flow of 0.3 MGD. The effluent limits are 1 mg/L ammonia, 10 mg/L BOD and 10 mg/L TN. In order to achieve these limits, the plant was designed with pre-anoxic reactors and aerobic Hybas reactors.



South Adams County, CO - MBBR

This MBBR system was completed in 2003 and was designed with pre-anoxic and aerobic zones to achieve TN <11 mg/L. The MBBR was selected due to the City's desire to operate a fixed film system and reuse the existing clarifiers.



Crested Butte, CO - Hybas™



Crested Butte is designed for 0.125 MGD with a peak of 0.5 MGD. The plant includes pre-anoxic and aerobic Hybas reactors containing K3 media to achieve BOD <10 mg/L, ammonia <1 mg/L

and TN < 12 mg/L. By choosing Hybas, the City was able to add one new train of treatment capacity while planning for future retrofit of the existing activated sludge plant to Hybas.

Georgetown, CO - Hybas™

This plant is designed for 0.4 MGD with a peak of 0.8 MGD. It has pre-anoxic reactors, one Hybas zone with K3 media, and one aerobic zone with MLSS (no media) to achieve BOD <10 mg/L, ammonia <2 mg/L and TIN <10 mg/L. The MLSS zone is designed to be retrofitted with media for future growth.



Veolia Water Technologies

4001 Weston Pkwy • Cary, NC 27513

tel. 919.677.8310 • fax 919.677.0082

usmunicipal@veolia.com • www.krugerusa.com

AnoxKaldnes Hybas™: Meeting New Limits

Wastewater | Case Study

Providence, RI

The Client

The Narragansett Bay Commission owns and operates the Field's Point Wastewater Treatment Facility (FPWWTF) in Providence, Rhode Island.



The Benefits

- Retrofit of the existing infrastructure allows the plant to meet stricter nutrient limits without new basins
- Total nitrogen removal in existing activated sludge basin volumes
- Reduced oxic volume required for nitrification allowing for primary and secondary anoxic zones

The Client's Needs

The Narragansett Bay Commission's service area encompasses the metropolitan Providence and Blackstone Valley areas. Originally constructed in 1901, the Field's Point Wastewater Treatment Facility (FPWWTF) provides secondary treatment for maximum monthly flows of up to 77 MGD and primary treatment and disinfection for an additional 123 MGD of wet weather flows. Total treatment capacity at the Field's Point WWTF is 200 MGD.

After receiving an NPDES operating permit that required the plant to remove total nitrogen (TN) to 5 mg/L from May through October the Narragansett Bay Commission chose AnoxKaldnes Hybas™ (Hybrid Biofilm Activated Sludge), an integrated fixed film activated sludge (IFAS) process, as their solution.

The Solution

In 2008, AnoxKaldnes Hybas™ designs were completed by Veolia for the upgrade of the Field's Point Wastewater Treatment Facility to meet new seasonal effluent limits for TN and TIN.

The AnoxKaldnes Hybas™ process has the advantage of accepting a significant combined sewer overflow (CSO) while maintaining a nitrifying biomass and eliminating the need to construct new aeration basins on a constrained site.

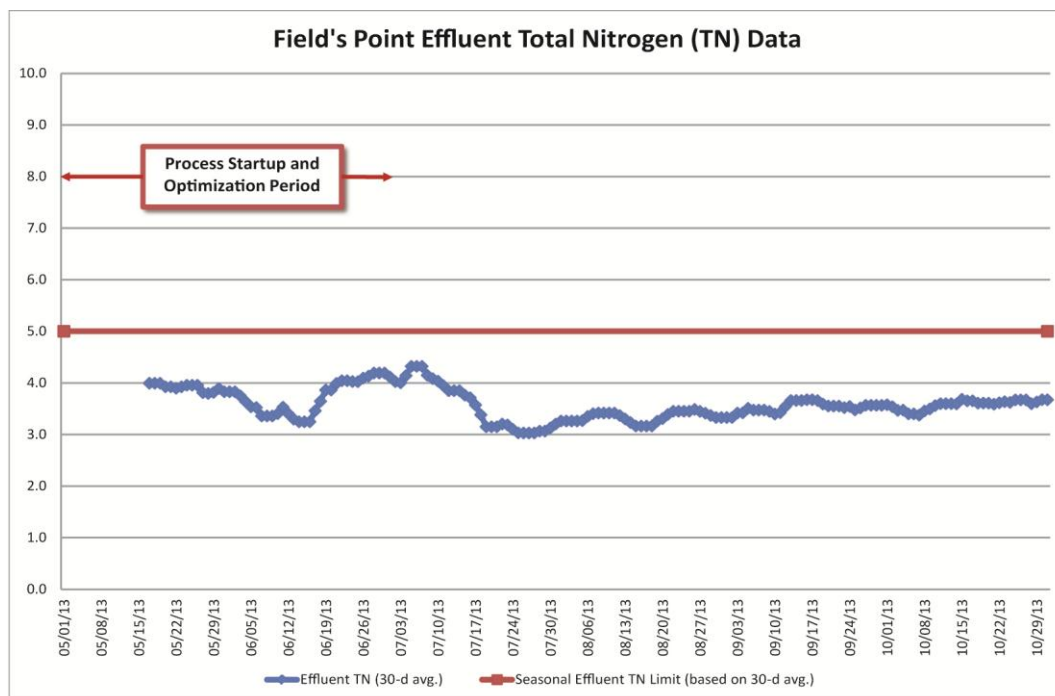
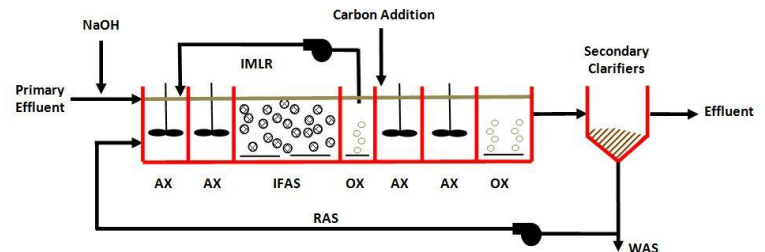
The IFAS conversion was accomplished without the need to add secondary clarifier capacity. FPWWTF began operation as the largest IFAS system in the world.



Process Description

The Field's Point Wastewater Treatment project involved process design, equipment supply, training, in-field services, performance testing and guarantees related to the AnoxKaldnes Hybas™ process. The biological nutrient removal process included the following unit processes:

- Pre-Anoxic Stage with two reactors per train for denitrification using the influent BOD as a carbon source and return mixed liquor from the aerobic stage for the source of nitrate.
- Aerobic Nitrification Stage with IFAS and post-IFAS oxic zones for BOD and Nitrification.
- Post-Anoxic Stage with two reactors per train for additional denitrification using an external carbon source (if needed).
- Re-Aeration Stage for removal of any residual carbon source and nitrogen gas stripping.



Kruger Inc.

4001 Weston Parkway • Cary, NC 27513

tel. +1 919-677-8310 • fax +1 919-677-0082

www.krugerus.com



Corporate Description

Company Overview

Veolia Water Technologies, Inc. (dba Kruger) is a water and wastewater solutions provider specializing in advanced and differentiating technologies. Kruger provides complete processes and systems ranging from biological nutrient removal to mobile surface water treatment. The AnoxKaldness Hybas and MBBR processes, ANITA Mox Deammonification Process, BioCon Dryer, BIOSYR Biological Aerated Filter (BAF), NEOSEP MBR and HYDROTECH Discfilters are just a few of the innovative technologies offered by Kruger. Kruger is a subsidiary of Veolia Water Technologies, a world leader in engineering and technological solutions in water treatment for industrial companies and municipal authorities.

Veolia, present throughout the world, develops a global approach responding to specific needs of customers at each of their production facilities. This has allowed Veolia to become the world leader in design, project management and execution of projects for water and wastewater treatment plants. The company also creates dedicated technology solutions to meet its customer's needs. Its unique portfolio of differentiating technologies, developed by the group's R&D centers, ensures unsurpassed innovation and control of each treatment line for public organizations and industries. Furthermore, a whole range of associated services is offered on each site to guarantee the technical efficiency and life expectancy of the installed solutions. Veolia continually extends and enriches its offer, to guarantee expertise and competence at every step of the projects it undertakes.



Kruger prides itself for being a customer-focused organization that provides solutions to challenges faced by municipalities and not just another equipment supplier. To achieve this, Kruger has gathered a force of process experts, trained sales staff, and project managers that share our vision and priorities. Please see the attached information describing the experience and expertise of Our People. We are proud of our staff and know that they are the most qualified team in the market to provide your project the right solution to meet the plant's needs and future goals.

Location and Addresses of Corporate and Regional Offices

Kruger's corporate office is located in the Raleigh, NC area.

Kruger	Customer Support Center
4001 Weston Parkway	1500 Garner Road, Suite C
Cary, NC 27513	Raleigh, NC 27610

In addition, Veolia hosts multiple regional offices across North America in support of our clients, including the Customer Support Center (i.e. aftermarket services and equipment spare parts),



within 20 minutes from Veolia's corporate office. See the Summary of Support Services section below for more details.

Date and State of Incorporation

Veolia celebrates 160 years of service to cities, regions and local communities. Established in 1853, Veolia's long history proves our stability and financial strength. Veolia Water Technologies, Inc. (dba Kruger) was incorporated on May 27, 2004 and is incorporated in Delaware. Kruger further builds on Veolia's expertise, offering more than 30 years of experience servicing the US municipal market.

Bonding Qualifications

Veolia Water Technologies, Inc. (dba Kruger) has sufficient financial stability and backing to provide the performance bond as required by the specifications. Kruger can provide a pre-qualification letter for proof of ability to provide such a bond as requested within the specifications upon request.

Corporate and Financial Stability

The Veolia companies in North America, including Veolia Water Technologies, Inc. dba Kruger (Kruger), are part of Veolia Environnement, S.A. (Veolia). Veolia traces its history to the establishment of Compagnie Générale des Eaux (CGE) on December 14, 1853. Since that time and over 160 years, Veolia has continued to focus on new frontiers of environmental business and its traditional markets, in emerging and developed countries. In support of this progress and in line with our commitments, Veolia has strengthened its operating and financial performance.

Veolia is the global leader in optimized resource management. With nearly 171,000 employees worldwide, Veolia designs and provides water, waste and energy management solutions that contribute to the sustainable development of communities and industries. Through its three complementary business activities, Veolia helps to develop access to resources, preserve available resources and replenish them.

In 2018, the Veolia group supplied 95 million people with drinking water and 63 million people with wastewater service, produced nearly 56 million megawatt hours of energy and converted 49 million metric tons of waste into new materials and energy. Veolia Environnement, operating in five continents, realized \$30.1 billion (€25.91 billion) in revenue for 2018.

Kruger, as part of the Veolia family of companies, provides financial strength and stability to our customers. Veolia offers the support structure desired by municipal authorities, assuring project stakeholders of Kruger's commitment to meeting performance guarantees, extended project schedules and ongoing warranties. Veolia has been in business for over 160 years, providing the comfort to our customers that Kruger will remain supportive for the life of the project and beyond.

Veolia's 2018 financial statement is available online. Please see the following website for more information.

<https://www.veolia.com/en/veolia-group/finance>



Corporate Sustainability

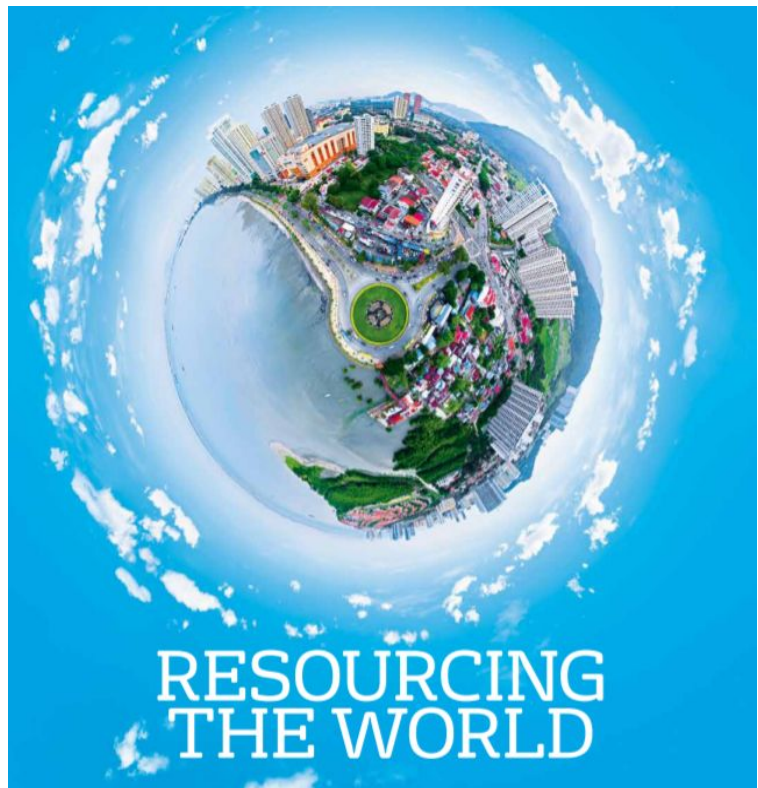
Veolia's 'Resourcing the world' mission is based on a vision of our environment that is shared by our employees, including those at Kruger: the world as it should be. In this world, fewer resources are wasted and they are shared fairly; waste has a value and uses are found for wastewater; and energy is efficiently managed and reused. In this world, companies as well as government bodies play a central role in anticipating and supporting major global transitions. In this world, companies voluntarily ask themselves what is their purpose and their use. This vision both drives and commits us. Our goal is not only to be the world leader but also the standard setter for environmental businesses: *the company that resolves, prepares the ground and invents, inspires and shows the way.*

Resourcing the World

The world has to rethink its relationship with resources and come up with new social and economic growth models that are more efficient, better balanced and more sustainable.

With 160 years of expertise in the areas of water, energy and waste, Veolia applies its capacity for innovation to pursue human progress and wellbeing, and improving the performance of businesses and regions.

To make the switch from a resource consumption rationale to a use-and-recover approach in today's circular economy, Veolia designs and implements solutions aimed at improving access to resources while at the same time protecting and renewing those same resources.



This is how Veolia and its employees contribute each and every day to resourcing the world.

<https://www.livingcircular.veolia.com/en>

Hubgrade





MEETING CUSTOMER CHALLENGES IN THE WATER INDUSTRY

Hubgrade makes your resources smarter!

We're experiencing unprecedented changes in our climate on a global scale. Now we are facing new challenges, such as health crises that separates us from the places we need to be. For water technologies, we need to anticipate disturbances, prepare for them and respond quickly to ensure the resiliency of operations.

With Hubgrade, water and wastewater operations can be safely and sustainably managed no matter the crisis or location.

Hubgrade is the combination of digital tools and the knowledge of Veolia experts to deliver operational and environmental efficiency. Its

specificity? Capitalizing on human competency and digital power to process data and provide you with a continuous supply of optimized solutions adapted to your priorities: compliance, operational excellence, and sustainability.

Hubgrade enables our customers to consider and implement operational solutions in line with day-to-day concerns encountered by the operators and managers.

With Hubgrade, Veolia Water Technologies addresses the water optimization needs of municipalities and industries to respond to customer challenges throughout the water cycle.

VEOLIA WATER TECHNOLOGIES DELIVERS THREE INNOVATIVE SERVICES:

Hubgrade

ASSIST

ACCOMPANY CLIENTS
IN THEIR PROGRESS PLANS
AND REMOTELY **ADVISE**
IN THE PILOTAGE
OF THEIR FACILITIES

#SUPPORT

Hubgrade

PERFORMANCE

MEASURE AND IMPROVE
PERFORMANCE
AND **GUARANTEE**
A QUALITY LEVEL
OF SERVICE

#IMPROVE

Hubgrade

ESSENTIAL

EVALUATE AND
CONTINUOUSLY FOLLOW
THE QUALITY
OF THE SERVICE
AND COMMUNICATE
WITH TRANSPARENCY

#CONNECT

Hubgrade

Powered by  **VEOLIA**



Veolia's global digital offer



A wide and flexible range of digital solutions responding to operator and manager challenges



Fast access to a global network of Veolia experts



Digital platform that relies **on multi-source data, advanced analytics** and VWT lifelong water-treatment **expertise**



Proven solutions already **deployed worldwide** with **excellent customer feedback!**

● Main functionalities:

- ✓ 24/7 private and secure access.
- ✓ Mobile, user-friendly interface.
- ✓ Customizable interface by user personas.
- ✓ Multiple sources of data and versatile data collection (manual and automatic).
- ✓ Best-in-class algorithms to ensure the reliability of data.
- ✓ Equipment agnostic (Veolia and non-Veolia equipment).
- ✓ Applicable to a standalone technology, a range of equipment and entire water and wastewater plants.

● For your water systems, this means:

- ✓ Ensuring a high level of water quality to comply with stringent regulations.
- ✓ Reduction of operating costs.
- ✓ Avoiding investments.
- ✓ An increase in productive uptime.
- ✓ Sustainable development goals are achieved.



STANDARD PRODUCTS



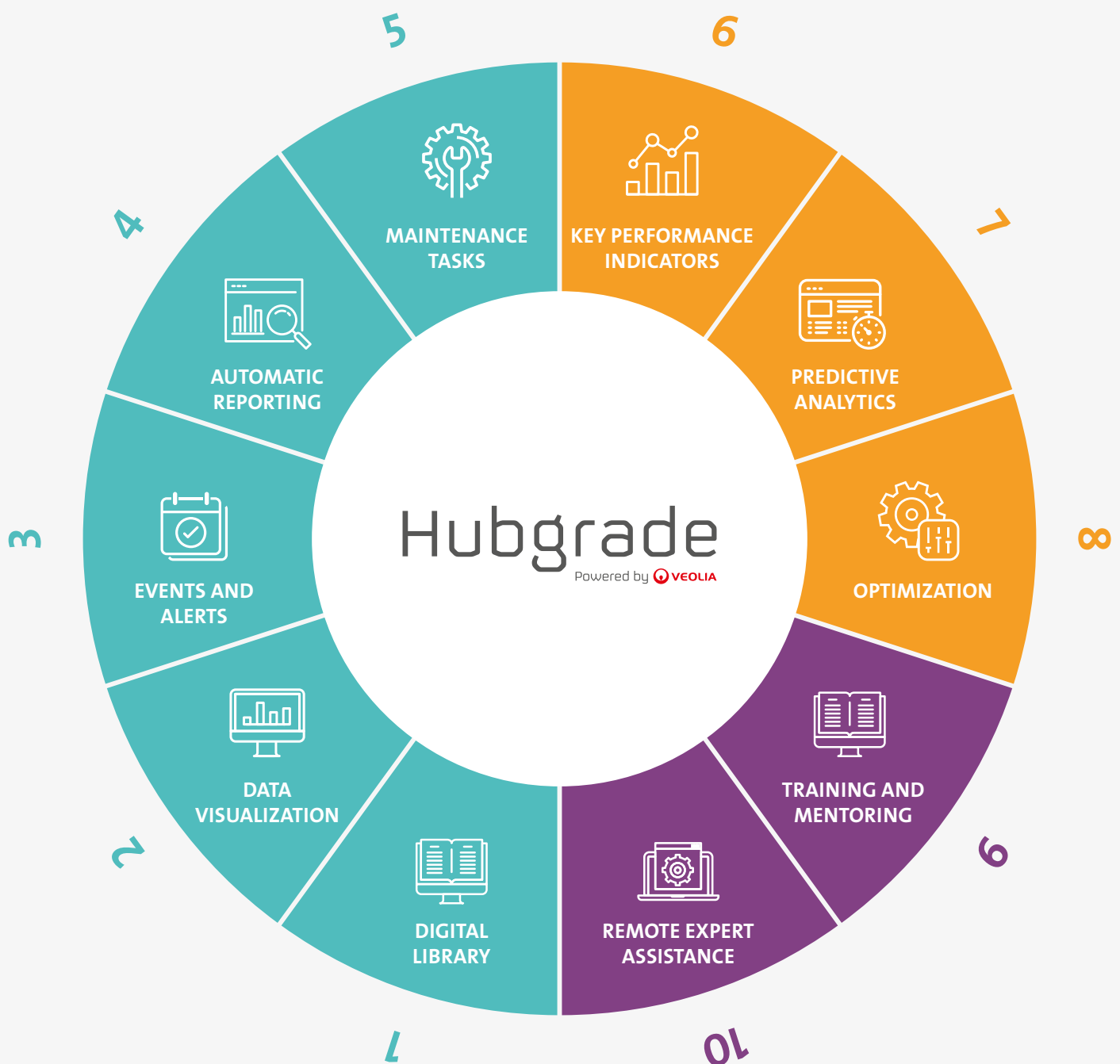
PACKAGES SOLUTIONS



WATER AND WASTEWATER TREATMENT PLANTS

10 FEATURES

Advanced analytics combined with **human expertise** to **achieve compliance, operational excellence and sustainability** in a convenient, secure and resilient way.





The Hubgrade Digital Trust targets four sections of your digital landscape:



PHYSICAL SECURITY
Data acquisition



NETWORK SECURITY
Data transfer



CLOUD SECURITY
Data aggregation and data analysis



DATA SECURITY
Data protection

HUBGRADE RUNS ON TODAY'S MOST SECURE CLOUD-BASED SYSTEMS

Offering products with first-class digital security and compliance is our number one priority.

We guarantee a high level of cybersecurity, from the connectivity solution to your industrial control systems up to isolation at the application and data layers, with end-to-end encryption.

We constantly ensure that you are protected against cybersecurity threats.

To ensure this, we rely on certified partners and highly-resilient cloud-based systems.

Hubgrade also strictly follows guidelines from leading security standards such as ISO/IEC 27001:2013, ISO/IEC 27017:2015, NIST SP 800-210, and the NIST cybersecurity framework 1.1, in addition to best practices issued by industry 4.0 standards.

RECOVERY

Recovery planning, continuous improvement, advancement of tooling.

RESPONSE AND ACTION

Efficient analysis, rapid issue response, mitigation of risk with proper communication plus improvements.

DETECTION MONITORING

Security event detection, advanced tooling for monitoring, procedures to detect anomalies, automated process.

PROTECTION STRATEGY

Better access management data security, standard processes and practices.

CYBERSECURITY MODEL

Governance, business IT security environment, asset / fleet management, risk assessment strategy.



Resourcing the world

Veolia Water Technologies

Kruger Inc. / 4001 Weston Parkway / Cary, NC 27513

Phone: 919.677.8310 • Fax: 919.677.0082

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APPENDIX B: AQUANEREDA DESIGN SUMMARY



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Process Design Report

PORT ORANGE FL

Design# 166265

Option: Retrofit AGS Design (Oxic Basins and Clarifiers)

AquaNereda®

Aerobic Granular Sludge
Technology



November 22, 2021

Designed By: Mike Jacobson

Design Notes

Upstream Recommendations

- 1/4 inch (6 mm) screening (perforated plate-style preferred) and grit removal (95% removal at 140 mesh) is required (by others) ahead of the AquaNereda system.
- Neutralization is required ahead of the biological system if the pH is expected to fall outside of 6.5-8.5 for significant durations.
- Coarse screening and grit removal is recommended (by others) ahead of the biological system.
- Elevated concentration of hydrogen sulfide can be detrimental to both civil and mechanical structures. If anaerobic conditions exist in the collection system, steps should be taken to eliminate hydrogen sulfide prior to the treatment system.

Flow Considerations

- The maximum flow, as shown on the design, has been assumed as a hydraulic maximum and does not represent an additional organic load.

Aeration

- The aeration system has been designed to provide 1.25 lbs. O₂/lb. BOD₅ applied and 4.6 lbs. O₂/lb. TKN applied at the design average loading conditions, while maintaining a residual DO concentration of 2.0 mg/l.
- Depending on the actual yard piping from the blowers to the diffuser system and the heat losses associated with the yard piping, additional provisions for cooling of the air (i.e. incorporating heat exchangers) and/or modification of in-basin piping and/or diffuser sleeve material may be required. Aqua-Aerobic Systems, Inc. may need to modify the following equipment offering to ensure compatibility of all in-basin components with actual air temperatures.

Process/Site

- The anticipated effluent nitrogen requirement is predicated upon an influent waste temperature of 18 °C or greater. While lower temperatures may be acceptable for a short-term duration, nitrification and (if required) denitrification below 10 °C can be unpredictable, requiring special operator attention.
- Sufficient alkalinity is required for nitrification, as approximately 7.1 mg alkalinity (as CaCO₃) is required for every mg of NH₃-N nitrified. If the raw water alkalinity cannot support this consumption, while maintaining a residual concentration of 50 mg/l, supplemental alkalinity shall be provided (by others).
- To achieve the effluent monthly average total phosphorus limit, the biological process, chemical feed systems, and Cloth Media Filters need to be designed to facilitate optimum performance.
- A minimum of twelve (12) daily composite samples per month (both influent and effluent) shall be obtained for total phosphorus analysis.
- Influent to the biological system is a typical municipal wastewater application. Influent TP shall be either in a particle associated form or in a reactive soluble phosphate form or in a soluble form that can be converted to reactive phosphorus in the biological system. Soluble hydrolyzable and organic phosphates are not removable by chemical precipitation with metal salts. A water quality analysis is required to determine the phosphorus speciation with respect to soluble and insoluble reactive, acid hydrolyzable and total phosphorus at the system influent, point(s) of chemical addition, and final effluent.
- Chemical feed lines (i.e. metal salts) shall be furnished to each reactor, aerobic digester and dewatering supernatant streams as necessary. Metal salts shall be added to each reactor during the React phase of the cycle.
- pH monitoring and control of the biological reactor is required when adding metal salts.
- The cloth media filter will only remove TP that is associated with the TSS removed by the filter. Since only insoluble, particle-associated phosphorous is capable of being removed by filtration, phosphorous speciation shall be provided by the owner to substantiate the concentrations of soluble and insoluble phosphorous in the filter influent. If the proportions of soluble (unfilterable) and insoluble phosphorous are such that removal to achieve the desired effluent limit is not practical, the owner will provide for proper conditioning of the wastewater, upstream of the filter system, to allow for the required removal.
- The ability to meet the anticipated effluent nitrogen concentration is contingent upon the system's ability to hydrolyze the influent organic nitrogen to NH₃-N. A certain fraction of the organic nitrogen may be refractory and, therefore, will not be biologically converted.

- In order to meet the required nitrogen limit, strict operator attention will be necessary for process and operational control. It is also recommended that provisions be made for supplemental carbon source addition in order to facilitate denitrification (by others).
- The average and maximum design flow and loading conditions, shown within the report, are based on maximum month average and maximum day conditions, respectively.
- The proposed process evaluates splitting flows between the oxic zones and clarifiers onsite. Provisions to correctly modify the headworks and split the flows between these two trains shall be by others.
- 20' of process depth in the oxic zones and 16' of process depth in the clarifiers shall be accommodated for this process with additional freeboard to the existing basins (by others).

Post-Secondary Treatment

- The following processes follow the Biological process:
 - Tertiary filtration.

Filtration

- The filter influent should be free of algae and other solids that are not filterable through a nominal 5 micron pore size media. Provisions to treat algae and condition the solids to be filterable are the responsibility of others.
- The cloth media filter recommendation is based upon Florida's Class I Reliability Requirement: With one unit out of service, the remaining filter(s) must be capable of handling 75% of the maximum design flow.
- The cloth media filter will only remove BOD5 that is associated with the TSS removed by the filter.
- The capability to add metal salts (typically alum or ferric) and/or polymer ahead of the Cloth Media Filter is recommended. In addition, adequate mixing and at least 5 minutes retention time at the maximum daily flow must be provided as part of the chemical feed system. The chemical dosage should be flow-paced and controlled to avoid over-dosing. Jar testing with various chemicals is recommended to determine the most effective chemical as well as the optimum dosage.

Equipment

- The influent enters the basin near the reactor floor. Adequate hydraulic capacity shall be made in the headworks to prevent backflow from one reactor to the other during transition of influent.
- The system has been designed to fit within existing, given basin footprint (with freeboard modification required).
- Provisions should be made, by others, for overflows in each of the recommended basins.
- If the cloth media filter will be offline for extended periods of time, protection from sunlight is required.

AquaNereda - Aerobic Granular Sludge Reactor - Oxidic Zone Train Design Summary

DESIGN INFLUENT CONDITIONS

Avg. Design Flow = 8.00 MGD = 30,283 m3/day
 Max Design Flow = 16.00 MGD = 60,567 m3/day

DESIGN PARAMETERS	Influent	mg/l	Effluent (After Filtration)			
			Required	<= mg/l	Anticipated	<= mg/l
Bio/Chem Oxygen Demand:	BOD5	182	BOD5	5	BOD5	5
Total Suspended Solids:	TSS	270	TSS	5	TSS	5
Total Kjeldahl Nitrogen:	TKN	49	TKN	--	TKN	--
Total Nitrogen:	--	--	TN	3.0	TN	3.0
Phosphorus:	Total P	11	Total P	1.0	Total P	1.0

SITE CONDITIONS

	Maximum		Minimum		Elevation (MSL)
Ambient Air Temperatures:	100 F	38.0 C	45 F	7.0 C	300 ft
Influent Waste Temperatures:	77 F	25.0 C	64 F	18.0 C	91.0 m

AGS BASIN DESIGN VALUES

		Water Depth		Basin Vol./Basin	
		Process Level (PWL):			
No./Basin Geometry:	4 Rectangular Basin(s)	20.0 ft (6.10 m)		1.09 MG	(4,108 m³)
Freeboard (from PWL):	2.0 ft (0.6 m)	Discharge Level (DWL):	20.5 ft (6.20 m)		
Length of Basin:	85.3 ft (26.0 m)				
Width of Basin:	85.0 ft (25.9 m)				

Cycle Duration: = 4.3 Hours/Cycle

Food/Mass (F/M) ratio: = 0.042 lbs. BOD5/lb. MLSS-Day

MLSS Concentration: = 9000 mg/l

Hydraulic Retention Time: = 0.51 Days

Solids Retention Time: = 24.71 Days

Est. Net Sludge Yield: = 1.03 Lbs. WAS/lb. BOD5

Est. Dry Solids Produced: = 12517.0 lbs. WAS/Day = (5677.7 kg/Day)

Lbs. O2/lb. BOD5 = 1.25

Lbs. O2/lb. TKN = 4.60

Peak O2 Factor: = 1.00

Actual Oxygen Required: = 30064 lbs./Day = (13636.9 kg/Day)

Air Flowrate/Basin: = 3639 SCFM = (103.1 Sm3/min)

Max. Discharge Pressure: = 10.45 PSIG = (72 KPA)

AquaNereda - Aerobic Granular Sludge Reactor - Clarifier Train Design Summary

DESIGN INFLUENT CONDITIONS

Avg. Design Flow = 4.00 MGD = 15,142 m3/day
 Max Design Flow = 8.00 MGD = 30,283 m3/day

DESIGN PARAMETERS	Influent	mg/l	Effluent (After Filtration)			
			Required	<= mg/l	Anticipated	<= mg/l
Bio/Chem Oxygen Demand:	BOD5	182	BOD5	5	BOD5	5
Total Suspended Solids:	TSS	270	TSS	5	TSS	5
Total Kjeldahl Nitrogen:	TKN	49	TKN	--	TKN	--
Total Nitrogen:	--	--	TN	3.0	TN	3.0
Phosphorus:	Total P	11	Total P	1.0	Total P	1.0

SITE CONDITIONS

	Maximum		Minimum		Elevation (MSL)
Ambient Air Temperatures:	100 F	38.0 C	45 F	7.0 C	300 ft
Influent Waste Temperatures:	25 F	-4.0 C	64 F	18.0 C	91.0 m

AGS BASIN DESIGN VALUES

<u>AGS BASIN DESIGN VALUES</u>			Water Depth		Basin Vol./Basin	
No./Basin Geometry:	4 Circular Basin(s)		Process Level (PWL):	16.0 ft (4.90 m)	0.60 MG	(2,277 m³)
Freeboard (from PWL):	2.0 ft	(0.6 m)	Discharge Level (DWL):	16.5 ft (5.00 m)		
Diameter of Basin:	80.0 ft	(24.4 m)				

Cycle Duration: = 3.7 Hours/Cycle

Food/Mass (F/M) ratio: = 0.038 lbs. BOD5/lb. MLSS-Day

MLSS Concentration: = 9000 mg/l

Hydraulic Retention Time: = 0.57 Days

Solids Retention Time: = 22.22 Days

Est. Net Sludge Yield: = 1.28 Lbs. WAS/lb. BOD5

Est. Dry Solids Produced: = 7798.0 lbs. WAS/Day = (3537.1 kg/Day)

Lbs. O2/lb. BOD5 = 1.25

Lbs. O2/lb. TKN = 4.60

Peak O2 Factor: = 1.00

Actual Oxygen Required: = 15032 lbs./Day = (6818.5 kg/Day)

Air Flowrate/Basin: = 3524 SCFM = (99.8 Sm3/min)

Max. Discharge Pressure: = 8.72 PSIG = (60 KPA)

Water Level Correction Tank - Design Summary

WATER LEVEL CORRECTION TANK DESIGN VALUES (OXIC ZONE TRAIN)

No./Basin Geometry:	= 1 Rectangular Basin(s)	
Minimum Level:	= 0.0 ft	= (0.0 m)
Max. Water Depth:	= 13.4 ft	= (4.1 m)
Max. Basin Volume (Total):	= 68,685 gallons	= (260 m ³)

WATER LEVEL CORRECTION TANK DESIGN VALUES (CLARIFIER TRAIN)

No./Basin Geometry:	= 1 Rectangular Basin(s)	
Minimum Level:	= 0.0 ft	= (0.0 m)
Max. Water Depth:	= 9.4 ft	= (2.9 m)
Max. Basin Volume (Total):	= 47,551 gallons	= (180 m ³)

WATER LEVEL CORRECTION VOLUME DETERMINATION

The water correction tank volume has been determined based on the required level drop in the AquaNereda reactors. The water from this tank will be pumped back to the head of the plant.

Sludge Buffer - Design Summary

SLUDGE BUFFER DESIGN VALUES (OXIC ZONE TRAIN)

No./Basins Geometry:	= 2 Rectangular Basin(s)	
Minimum Level:	= 1.0 ft	= (0.3 m)
Max. Level:	= 14.4 ft	= (4.4 m)
Max. Basin Volume:	= 52,456 gallons	= (199.0 m ³)

SLUDGE BUFFER DESIGN VALUES (CLARIFIER TRAIN)

No./Basins Geometry:	= 2 Rectangular Basin(s)	
Minimum Level:	= 1.0 ft	= (0.3 m)
Max. Level:	= 10.4 ft	= (3.2 m)
Max. Basin Volume:	= 22,756 gallons	= (86.0 m ³)

SLUDGE BUFFER VOLUME DETERMINATION

The sludge buffer volume has been determined based on the sludge production and the concentration of sludge from the AquaNereda reactors. The Sludge from this basin will be pumped to the sludge handling system, and the supernatant back to the head of the plant.

AquaDISK Tertiary Filtration - Design Summary

DESIGN INFLUENT CONDITIONS

Pre-Filter Treatment: AquaNereda

Avg. Design Flow = 12.00 MGD = 8333.33 gpm = 45424.94 m³/day

Max Design Flow = 24.00 MGD = 16666.67 gpm = 90849.88 m³/day

AquaDISK FILTER RECOMMENDATION

Qty Of Filter Units Recommended = 2

Number Of Disks Per Unit = 18

Total Number Of Disks Recommended = 36

Total Filter Area Provided = 3873.6 ft² = (359.87 m²)

Filter Model Recommended = AquaDisk Concrete: Model ADFSC-108 x 18E-PC

Filter Media Cloth Type = OptiFiber PES-14

AquaDISK FILTER CALCULATIONS

Filter Type:

Vertically Mounted Cloth Media Disks featuring automatically operated vacuum backwash.

Average Flow Conditions:

Average Hydraulic Loading = Avg. Design Flow (gpm) / Recommended Filter Area (ft²)
= 8333.3 / 3873.6 ft²
= 2.15 gpm/ft² (5.26 m/hr) at Avg. Flow

Maximum Flow Conditions:

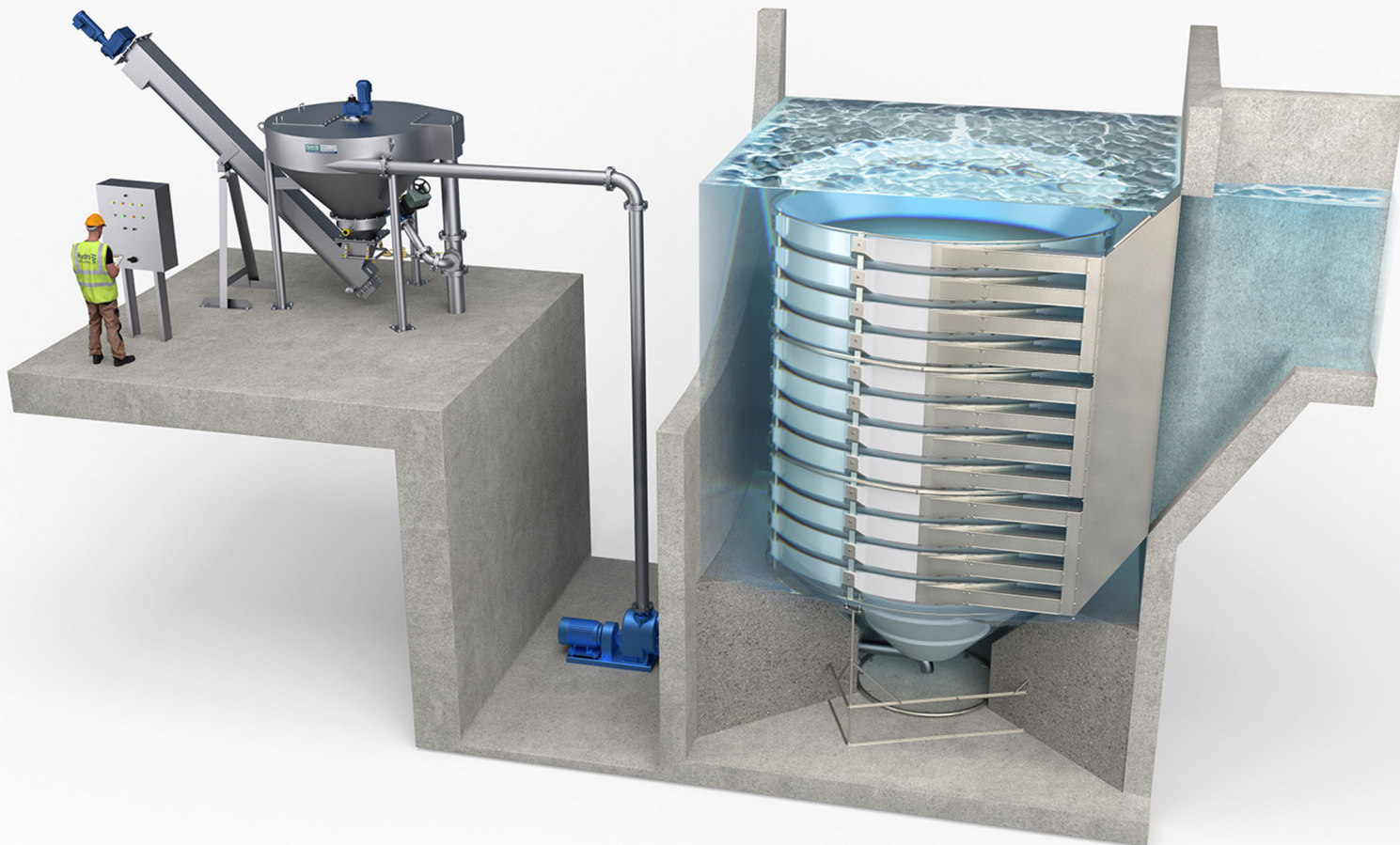
Maximum Hydraulic Loading = Max. Design Flow (gpm) / Recommended Filter Area (ft²)
= 16666.7 / 3873.6 ft²
= 4.30 gpm/ft² (10.52 m/hr) at Max. Flow

Solids Loading:

Solids Loading Rate = (lbs TSS/day at max flow and max TSS loading) / Recommended Filter Area (ft²)
= 3002.4 lbs/day / 3873.6 ft²
= 0.78 lbs. TSS /day/ft² (3.78 kg. TSS/day/m²)

The above recommendation is based upon the provision to maintain a satisfactory hydraulic surface loading at 75% of the Maximum Design Flow with (1) unit out of service. The resultant hydraulic loading rate at 75% of the Maximum Design Flow is: 6.5 gpm / ft² = (4.4 L/s / m²)

APPENDIX C: HYDRO HEADCELL AND GRITCLEANSE DESIGN PROPOSAL



Grit Removal System Proposal Package

Port Orange, FL WWTP

Mead & Hunt Company

Manufacturer

Hydro International
2925 NE Alcolek Suite 140
Hillsboro, OR 97124
(866) 615-8130 ph
(503) 615-2906 fax
hydro-int.com

Representative

Moss-Kelley, Inc.
725 Primera Blvd, Suite 155
Lake Mary, FL 32746
(407) 805-0063 ph
(407) 805-0062 fax

November 16, 2021

Mr. Brad Blais
Mead & Hunt Company
4401 Eastport Park Way
Port Orange, FL 32127

RE: Headworks Grit Removal System
Port Orange, FL WWTP
File #20_11_0451-B

Dear Mr. Blais:

Thank you for your interest in Hydro International. We are pleased to present our proposal for a HeadCell® Grit Removal, Classification, Washing, and Dewatering System. Hydro International is dedicated to providing innovative, high performance advanced grit management systems grit removal equipment. Supported by over 30 years of research, testing both in our lab and in the field, product development and superior engineering we pride ourselves on providing high-quality products and unmatched customer service. Our extensive experience includes thousands of installations throughout the world.

Grit is continually introduced into collection systems but is not uniformly carried to treatment facilities. As flows increase, the grit load entering the plant elevates. Once in the treatment plant, where velocities are slower, grit will deposit in processes, disrupting systems, decreasing equipment longevity, and increasing maintenance costs. The HeadCell® Grit Removal System offers many benefits over conventional grit removal systems including:

- Complete system designed to process the solids load as well as the hydraulic load through each step of the process, collection, washing/classification, and dewatering and producing a clean, dry product.
- Removing fine and slowly settling grit, protecting equipment and processes from abrasive wear and sedimentation
- All-hydraulic design with no moving parts, minimizing operating and maintenance costs
- Small footprint yet capable of high efficiency solids capture and removal
- Robust design allowing long component life with minimal wear

We sincerely appreciate your interest in our equipment and look forward to working with you on this project. As you progress with the design, we can quickly generate CAD drawings, budget updates, and specifications as well as provide review of equipment layouts and specifications for your particular application. Reference lists are available through your local representative. If you have any questions or concerns, do not hesitate to contact us.

Regards,
Hydro International



Lindsey Schweitzer
Applications Engineering Manager

Performance Objective

Hydro International is pleased to propose the following HeadCell® grit removal, washing, and dewatering system to be installed in an existing plant which has flows of 12 mgd average and 24 mgd peak. Each component of the grit removal systems performance shall be outlined below.

Proposed Equipment Summary

HeadCell® Grit Concentrator Unit

The HeadCell® is an all-hydraulic grit concentrator, which uses vortex flow and a stacked tray design to efficiently capture and settle fine grit via large surface area and short settling distances. The HeadCell® includes a system (Patent Number 62/447,688) for directing floatable material towards the effluent weir. The unit can be installed into the process flow, downstream of screening, in any system where limited head is available. The unit requires no external power source, has no internal moving parts, is self-cleaning, and has a compact modular construction. Wide turndown ratios can be accommodated in the HeadCell® when it is combined with Hydro's high performance washing system.

Hydro has standardized on a new HeadCell® tank design that incorporates a shorter stainless-steel inlet duct. The new design connects to the opening at the inside face of the tank structure to minimize the steel exposed to the corrosive environment at and above the air/water interface.

Therefore, the tapering of the transition upstream of the tank wall will need to be done with the concrete form work during the tank placement. Concrete work from the upstream channel to the tank wall needs to reflect the proper slope (angling downward from the influent channel invert towards the inlet flume opening) and taper (narrowing the influent channel width to match the width of the flume opening), as shown on the drawings.

A second change is the collection sump design. The sump is larger in diameter and formed from concrete/grout below the trays. The larger grit sump will allow for the intermittent grit fluidization in lieu of 24/7. The sump includes a fluidizing ring to resuspend settled grit more aggressively. It does require more water, but as it is run intermittently the resulting water usage is lower. The larger sump does allow for intermittent grit pumping in applications where overnight flows are low or other project drivers make intermittent grit pumping a benefit.

Specifications

Quantity:	2
Size:	9' diameter
Number of Tray/Unit:	12
Surface Area/Unit:	382 ft ²
Loading Rate @ Peak Flow/Unit:	10.9 gpm/ft ²
Performance @ Peak Flow:	95% removal of all grit (SG 2.65) ≥ 106 microns
Performance @ Average Flow:	95% removal of all grit (SG 2.65) ≥ 75 microns
Peak Flow/Unit:	12 mgd with 12" headloss
Average Flow/Unit:	6 mgd with 3" headloss
Discharge:	Weir
Underflow Connection:	4" flanged pipe
NPW Connection:	1.5" NPT
NPW Requirement/Unit:	Intermittent 32 gpm @ 50 psig
Spray Bar Connection:	1.5"
Spray Bar NWP Requirement/Unit:	Intermittent 16 gpm @ 50 psig
Material of Construction:	304 SS Support Structure/Underflow 316 SS Duct Low Density Polyethylene Trays
Weight Dry (approximate):	3600 lbs

Hydro GritCleanse™ Grit Washing / Dewatering Unit

The Hydro GritCleanse™ is a fully automated, high efficiency unit that effectively removes, washes, and dewateres fine grit, sugar sand, and high-density fixed solids from grit slurries. The large conical clarifier with tangential inlet and internal baffle enhances the settling of fine particles and the fluidized sand bed scrubs off and separates attached organics, resulting in a dry grit with extremely low organic content suitable for landfill disposal.

Specifications

Quantity:	2
Size:	8412
Design Flow/Unit:	250 gpm with 3" headloss
Influent Solids Concentration:	≤1.5%
Influent Connection:	4" flanged pipe
Capacity:	up to 1.5 cy/hr
Screw Diameter:	12"
Clarifier Size:	84"
Min. Free Water Surface Area:	38.5 ft ²
Auger Motor:	2 hp, TENV, 40V/3 phase/ 60 Hz
Agitator Motor:	1 hp, TENV, 460V/3 phase/ 60 Hz
Effluent Connection:	8" flanged pipe
Organics Discharge Connection:	4" flanged pipe
Drain Connection:	3" NPT pipe
NPW Connection:	1" NPT (2 No.)
NPW Requirement Fluidized Bed:	25 gpm @ 50 psig Continuous
NPW Requirement Organics Flush:	25 gpm @ 50 psig (20-30 sec. hourly)
Operation:	Continuous or a minimum of 10-15 minutes
Body Material:	304 SS
Weight Dry/Wet (approximate):	3,600/10,400 lbs. 4
Performance:	95% removal of all grit (specific gravity 2.65) ≥ 75 microns with less than 5% volatile solids and greater than 90% total solids w/ standard intermittent screw operation

Grit Pump

The grit pump shall be designed to convey grit slurry from the HeadCell® grit concentrator unit to the grit dewatering equipment. The grit pump shall be a recessed impeller, vortex-type unit, specifically designed to pump slurries of grit, debris, and organic solids without clogging. The parts exposed to abrasive wear (case, impeller and wearplate) shall have a minimum 650 Brinell hardness for maximum wear resistance.

Specifications

Quantity:	2
Style:	Dry- Pit
Nominal Size:	TBD
Design Flow Rate:	250 gpm
Design TDH:	20' (TBD by Engineer)
Power Supply:	480V/3-phase
Horsepower:	TBD

Control Panel

The panel shall contain all timers, VFDs, switches, and indicator lights to operate one (1) HeadCell® spray bar, one (1) HeadCell® NPW system, one (1) GritCleanse™ unit, and one (1) grit pump in either fully automated or manual mode.

Specifications

Quantity:	2
Enclosure Material:	304 SS

Enclosure Type:	NEMA 4X
Power Supply:	480V/3-phase
Control Logic:	AB MicroLogix 1400 PLC w/ Panelview 600 OIU
Grit Pump Control:	Call for Relay/VFD/Controls but no VFD/none
Hydro GritCleanse™ Motor Control:	VFDs (2 No.)

System Hydraulics

System hydraulics is the responsibility of the design engineer. Hydro International can provide information on HeadCell® hydraulics and pumping and piping FAQ's to assist the engineer in determining system hydraulics and pump requirements upon request.

Design Recommendations

- 1/2" or finer screening prior to the grit removal system
- Velocity through bar screen openings/slots/apertures should not exceed 4 ft/s at peak flow as recommended by industry design manuals.
- Estimated grit load at peak flow is 0.45 yd³/hr.
- Stated output grit quality (total solids/volatile solids) is based on a minimum plant influent grit quantity of 50 pounds FS/million gallon.
- All piping connected to Hydro equipment must be supported by other means than the Hydro equipment
- 2 – 3 ft/s channel velocities at peak flow as recommended by industry design manuals
- 4 – 7 ft/s grit slurry pipe velocities as recommended by industry design manuals
- Incorporate a drain line, piped to a floor drain, in the grit dumpster to allow for further dewatering prior to disposal
- A minimum 18" of access clearance around all equipment and minimum 3' of access clearance above equipment
- Operators find that it is useful to locate a spray hose adjacent to the equipment so that they can spray all equipment down during an inspection
- Incorporate a minimal access platform to facilitate inspection access to the top of the equipment
- Intermittent operation of grit pump may be an option. Contact Hydro for further information.
- Discharge chutes for grit should be at a minimum 45° incline if it is open chute. If it is an enclosed chute/pipe/tube then a minimum angle of 60° is required to ensure plugging does not occur.
- Grit pumps may require NPW for seal flushing. Requirements for flushing are dependent on the make, model, and seal type of the pump specified by the engineer.

Start-up

One (1) factory trained representative, two (2) trips, for start-up and instruction services as required totaling four (4) days.

Quote Validity: 30 days After expiration of validity Hydro International reserves the right to adjust pricing to account for any significant increases in material costs.

Exclusions

Any item(s) not specifically described above are excluded and are not to be supplied by Hydro International including but not limited to the following:

- Field assembly, erection, and installation
- Anchor Bolts
- Interconnecting piping and valving not expressly stated above
- Pipe connections and fittings not expressly stated above
- All pipe supports, hangers and braces
- Controls, switches, control panels and instrumentation of any kind not expressly stated above
- Wiring and conduit
- Grit pump associated piping, valving, gauges
- Covers and access hatches
- Field or touch-up paint, painting, blasting and touch-up of surface finish
- Spare parts not specifically stated above
- Unloading, hauling and storage charge

- Lubricating oil and greases
- Grit study, field performance testing, laboratory testing and sample collection and analysis
- All concrete and grouting work
- Insulation and heat tracing of any kind
- Structural / Seismic analysis
- Performance, Warranty, Efficacy and/or Supply Bond(s)
- Grit dumpsters
- Translation Services

Options

Quotes will be provided upon request for the following optional features:

- Additional field days for startup or training
- Explosion proof upgrade
- Upgrade 304 to 316 Stainless Steel
- Structural / Seismic Anchorage Certification
- Field performance testing, laboratory testing and sample collection and analysis
- Service & maintenance contract
- Tank Cleaning
- Extended warranty

Warranty

Hydro International's Standard Warranty shall apply per the Terms and Conditions of Sale.

Delivery

Please allow 8-10 weeks after receipt of purchase order for approval drawings. Shipment is typically a maximum of 18-20 weeks after receipt of "Approved" or "Approved as Noted, Resubmittal Not Required" submittal package. Price includes truck freight to jobsite, but does not include any state, or local taxes if required. Timelines are based on typical work-loads and can vary, with current market conditions timing will be longer.

Terms & Conditions

This proposal is made pursuant to Hydro International's standard Terms & Conditions of Sale, attached hereto, and made a part hereof.

Contacts

Plant Representative:

Mr. Jason Deal

Moss-Kelley, Inc.

725 Primera Blvd. Suite 155

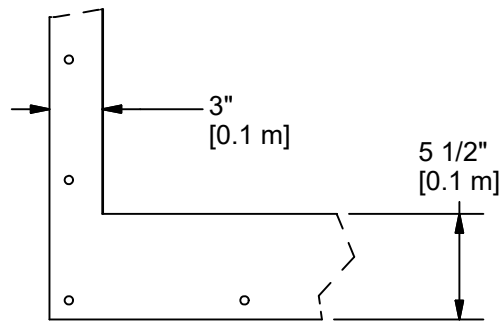
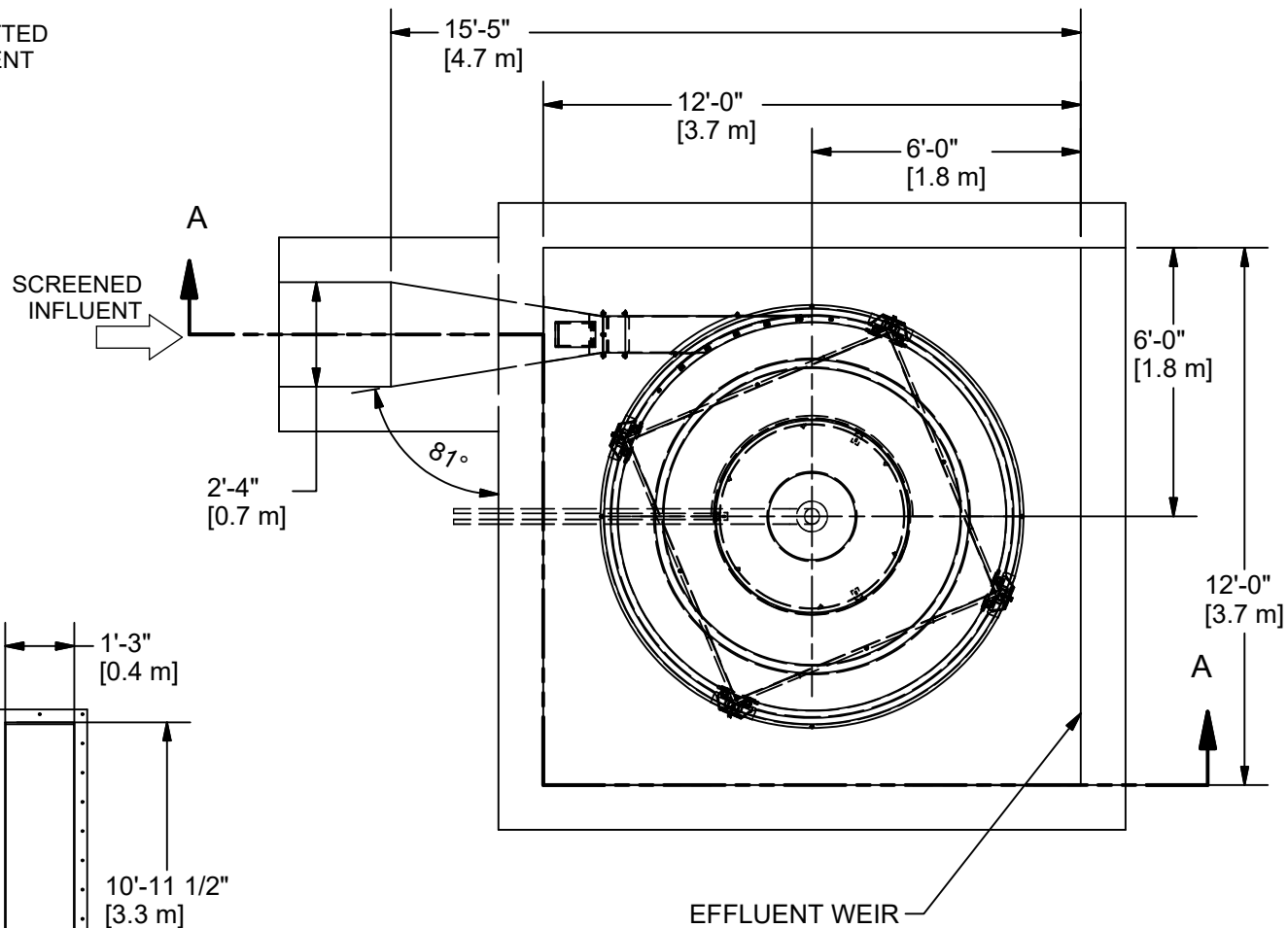
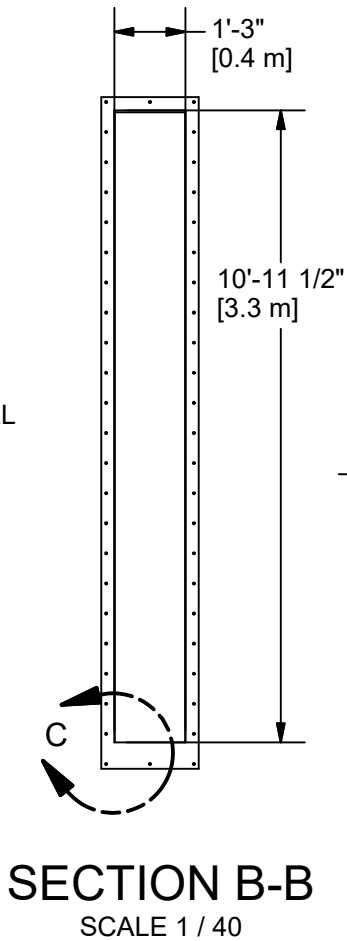
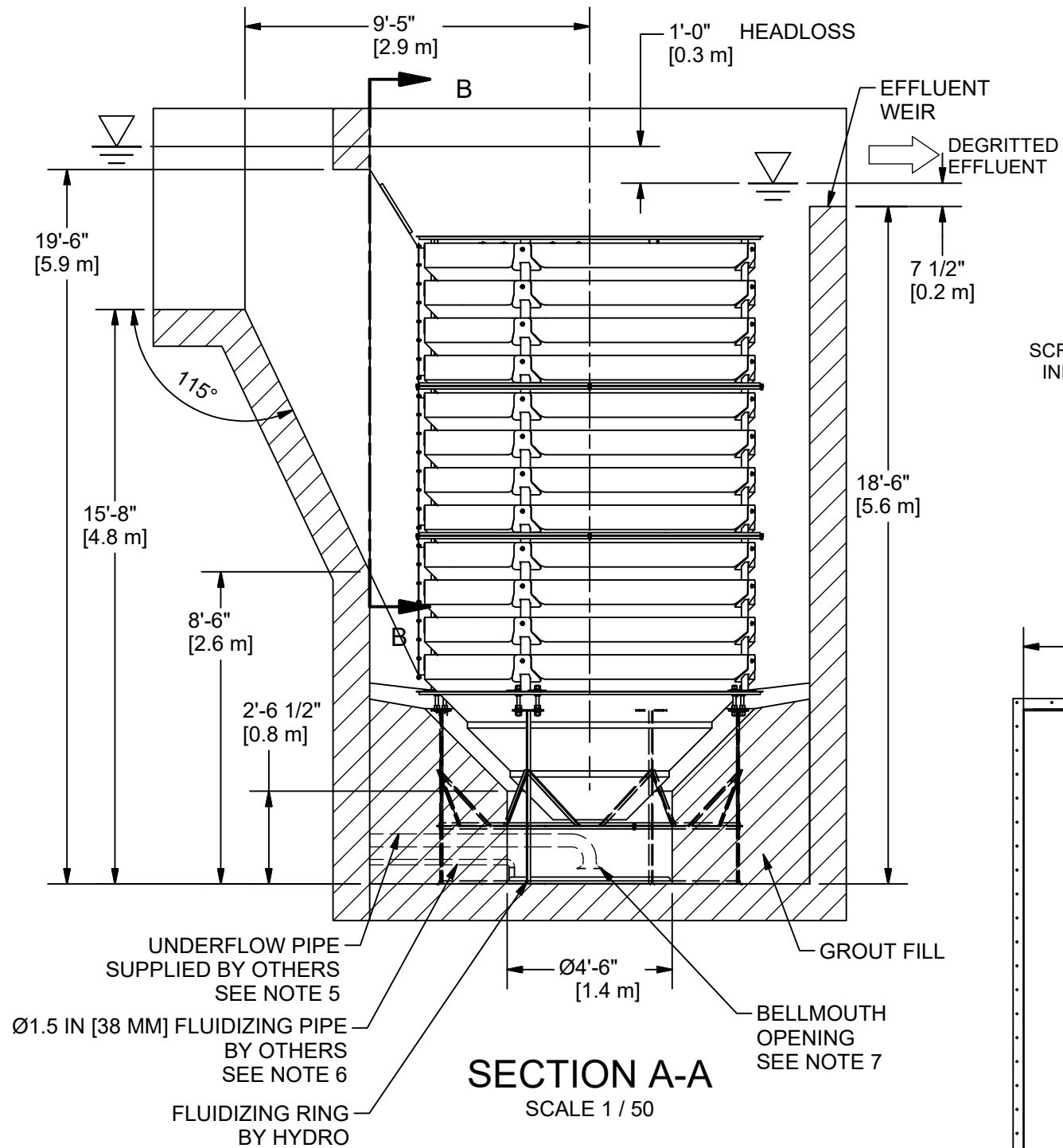
Lake Mary, FL 32746

Phone (407) 805-0063

Fax (407) 805-0062

jpd@mosskelley.com

DO NOT CHANGE DUCT LAYOUT OR PIPE ORIENTATION
WITHOUT CONSULTING HYDRO INTERNATIONAL



- NOTES
1. ALLOW GRIT PUMP TO FULLY DRAIN HEADCELL TANK.
 2. PLANT FLOW BYPASS RECOMMENDED TO ALLOW THE HEADCELL TO BE TAKEN OUT OF SERVICE FOR MAINTENANCE.
 3. CLOCKWISE & COUNTERCLOCKWISE UNITS ARE AVAILABLE. CW SHOWN.
 4. ALTERNATE EFFLUENT CONFIGURATIONS ARE AVAILABLE.
 5. THE GRIT PUMP SUCTION PIPE SHOULD BE DESIGNED FOR A 4-7 FT/S [1.2-2.2 M/S] PIPE VELOCITY.
 6. FLUIDIZING WATER REQUIREMENTS INTERMITTENT 32 GPM [2.0 L/S] AT 50 PSI
 7. DISTANCE BETWEEN BELL MOUTH AND BOTTOM OF TANK 1.25 X SUCTION PIPE DIAMETER



IF IN DOUBT ASK

DATE: 9/2/2020		SCALE: 1 / 50	
DRAWN BY: LS		CHECKED BY: AS	APPROVED BY JG

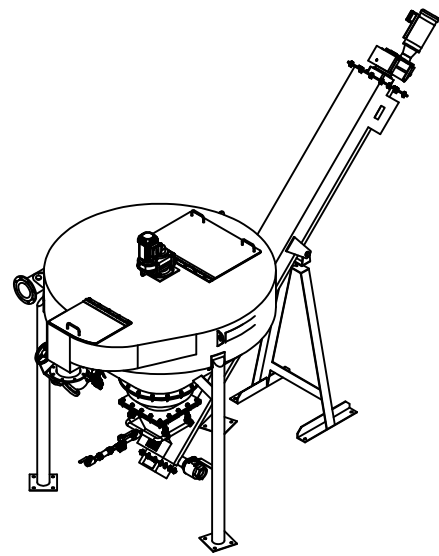
Title
HEADCELL

9' DIAMETER
12 TRAY
INTERMITTENT UNDERFLOW
CONCRETE DUCT

Hydro
International
hydro-int.com
HYDRO INTERNATIONAL

WEIGHT: 3515 lbmass		MATERIAL:
STOCK NUMBER:		
DRAWING NO.: 9' 12T 1.08 INT CONC		
SHEET SIZE: B	SHEET: 1 OF 1	Rev: -

ANY WARRANTY GIVEN BY HYDRO INTERNATIONAL WILL APPLY ONLY TO THOSE ITEMS SUPPLIED BY IT. ACCORDINGLY HYDRO INTERNATIONAL CANNOT ACCEPT ANY RESPONSIBILITY FOR ANY STRUCTURE, PLANT, OR EQUIPMENT, (OR THE PERFORMANCE THERE OF) DESIGNED, BUILT, MANUFACTURED, OR SUPPLIED BY ANY THIRD PARTY. HYDRO INTERNATIONAL HAVE A POLICY OF CONTINUOUS DEVELOPMENT AND RESERVE THE RIGHT TO AMEND THE SPECIFICATION. HYDRO INTERNATIONAL CANNOT ACCEPT LIABILITY FOR PERFORMANCE OF ITS EQUIPMENT, (OR ANY PART THEREOF), IF THE EQUIPMENT IS SUBJECT TO CONDITIONS OUTSIDE ANY DESIGN SPECIFICATION. HYDRO INTERNATIONAL OWNS THE COPYRIGHT OF THIS DRAWING, WHICH IS SUPPLIED IN CONFIDENCE. IT MUST NOT BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SUPPLIED AND MUST NOT BE REPRODUCED, IN WHOLE OR IN PART, WITHOUT PRIOR PERMISSION IN WRITING FROM HYDRO INTERNATIONAL.



ISOMETRIC VIEW
NTS

18in [500 mm] ACCESS
CLEARANCE (MIN.)

196 in
[4976 mm]

6" DIA. ANSI FLANGED INLET

92 in
[2328 mm]

SERVICE HATCH

INSPECTION HATCH

PLAN VIEW

1" FLUSH WATER
CONNECTION

8" DIA. ANSI FLANGED OVERFLOW

CLARIFIER

AUGER

GRIT
DISCHARGE

82 in
[2081 mm]
INFLUENT CL

± 27 1/2 in
[694 mm]
SUPPLY CL

73 in
[1856 mm]
DISCHARGE
ELEVATION

49 in
[1246 mm]
DISCHARGE CL

3" NPT DRAIN

ELECTRICALLY
ACTUATED PLUG VALVE
4" DIA. ORGANICS
DISCHARGE

1" NPT FLUIDIZING
WATER CONNECTION

± 142 in
[3605 mm]

105 1/2 in
[2680 mm]

10 in
[253 mm]

SIDE VIEW

END VIEW

37 1/2 in
[946 mm]

119 1/4 in
[3030 mm]

84 1/2 in
[2142 mm]

47 in
[1195 mm]

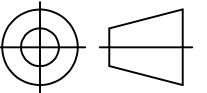
Ø96 in
[Ø2427 mm]

39 in
[984 mm]

FOOTPRINT A-A

NTS

PROJECTION



COMMENTS:

1. PROVIDE ADEQUATE
CLEARANCE FOR SERVICE AND
MAINTENANCE ACCESS

2. NPW REQUIREMENTS:
25 GPM @ 50 PSI CONTINUOUS
50 GPM @ 50 PSI INTERMITTENT

3. EQUIPMENT WEIGHTS:
DRY: 3,600 LBS [1,630 KG]
WET: 10,400 LBS [4,700 KG] (MAX)

REVISION HISTORY

REV	BY	DESCRIPTION	DATE
A	SR	3-INCH DRAIN	17-Jul-19
-		FIRST RELEASE	

DATE:
19-Jun-18

SCALE:
1 / 40

DRAWN BY:
SR

CHECKED BY:
SR

APPROVED BY

Title
HYDRO GRITCLEANSE
8412

COMPLETE UNIT

PROPOSAL DRAWING

Hydro
International

2925 NW Alcock Drive
Suite 140
Hillsboro, OR 97124
Tel: +1 (503) 615-8130
Fax: +1 (503) 615-2906
hydro-int.com

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DO NOT SCALE DRAWING

UNLESS OTHERWISE SPECIFIED,
DIMENSIONS ARE IN INCHES.

TOLERANCES ARE:
FRACTIONS ± 1/16
DECIMALS:
X.X ± .06
X.XX ± .03
X.XXX ± .015
ANGLES: ± .5°

WEIGHT:
3513.1 lbmass

MATERIAL:

NEXT ASSEMBLY:
N/A

DRAWING NO.:
PROPOSAL

SHEET SIZE:
B

SHEET:
1 OF 1

Rev:
A

North American Grit Gradations

Hydro International is pleased to announce the availability of national and regional grit gradation data. This data, which has been compiled from over 120 tests across North America, contains average physical size data as well as settling velocity (SES) data, making it the most comprehensive information available on grit and its behavior.

Virtually all conventional grit removal processes rely on gravity sedimentation to achieve the separation of grit from wastewater. Most conventional grit removal processes are designed based on the assumption that grit is spherical and has a specific gravity 2.65. However, not all grit maintains a specific gravity of 2.65 and other factors such as shape and encapsulation by fats, oils and grease significantly impact its settling velocity. Therefore, the best means to analyze grit is to determine the settling velocity for given particle size ranges. Settling velocity data can be correlated to the measured settling velocity of a clean sand sphere. The settling velocity is expressed as the Sand Equivalent Size (SES), which is the sand particle size having the same settling velocity as the more buoyant grit particle. The correlated particle size, or Sand Equivalent Size can then be used for design of the grit removal process.

When settling velocity is considered in the design actual removal efficiency of grit particles can be estimated more realistically.

Data is available for the following regions:

Region	States / Provinces Included
Northeast	ME, VT, NH, MA, RI, NY, CT
Mid-Atlantic	PA, NJ, MD, DE, DC, VA, WV
Southeast	NC, SC, GA, AL, FL, MS
North Central	MO, KS, KY, IN, OH, IL, MI, WI, IA, MN, ND, SD, NE
South Central	TN, AR, OK, TX, LA
West	WA, OR, CA, AK, HI, AZ, NV, NM, CO, ID, MT, UT, WY
Western Canada	AB, MB, SK
Ontario Canada	ON

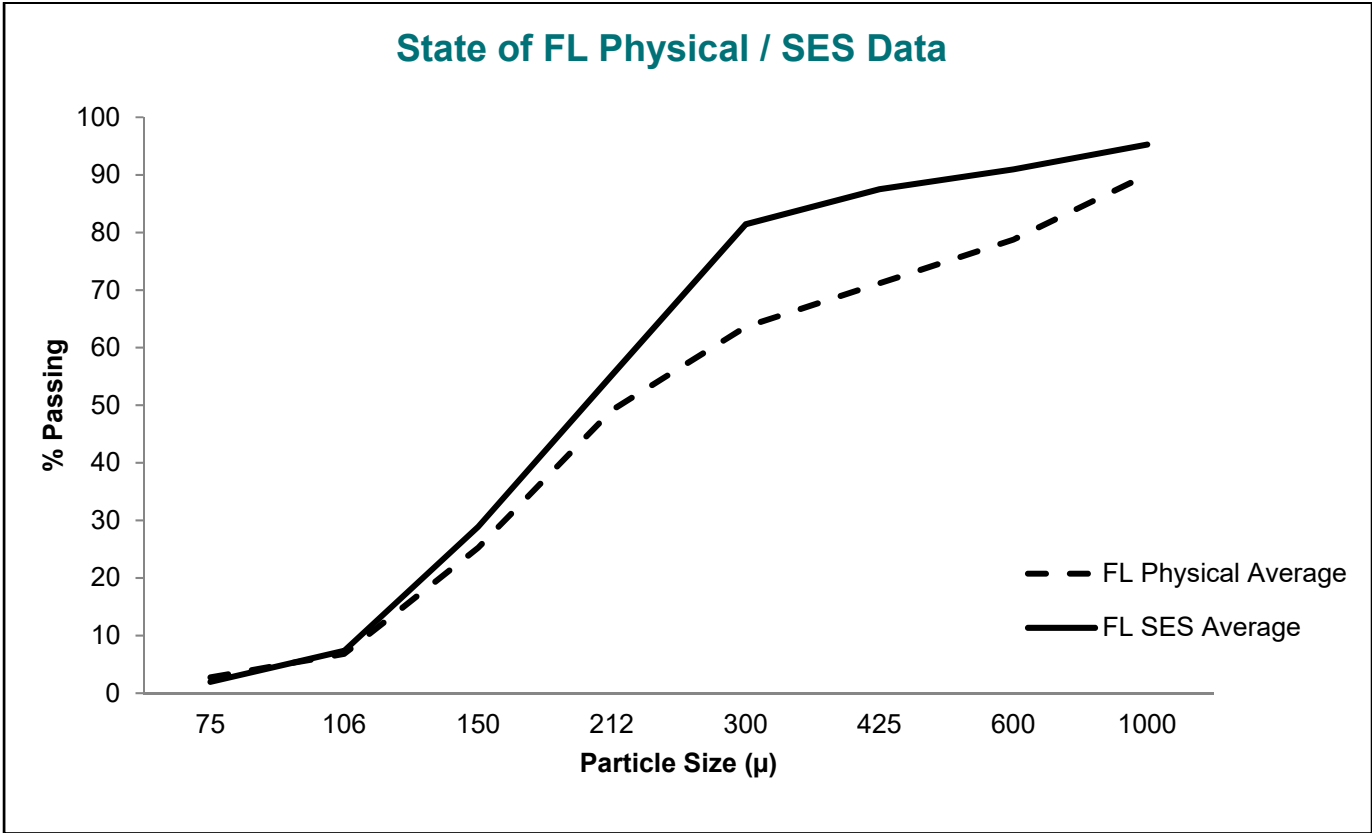
State data is available for individual states where more than 5 data points are available; those states currently include: Georgia, Texas, Florida, California, and Virginia.

Hydro International

2925 NE Alcock Suite 140 · Hillsboro, OR 97124

Tel: (866) 615-8130 Fax: (503) 615-2906 Web: hydro-int.com

Florida Gradation



Micron	% Passing								
	75	106	150	212	300	425	600	1000	
FL Physical Average	2.7	6.8	25.3	49.2	63.6	71.2	78.8	90.0	Physical
FL SES Average	2.0	7.4	28.9	55.2	81.4	87.5	91.0	95.3	SES

The above table shows the % of grit passing through various sieve sizes based on physical size (unshaded) and Sand Equivalent Size (SES) (shaded). SES provides the settling velocity distribution of the grit particles.

Standard Terms and Conditions of Sale

1. **DEFINITIONS.** "Hydro" is Hydro International with an address of 2925 NE Aloclek Drive #140 in Hillsboro, Oregon. "Buyer" is the party purchasing the goods from Hydro.
2. **ENTIRE AGREEMENT.** Hydro's agreement is based on these terms and conditions of sale. This document, together with any additional writings signed by Hydro, represents a final, complete, and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained, or waived by parol evidence, Buyer's purchase order, any course of dealing, Buyer's payment or acceptance, or in any other way except in writing signed by Hydro through its authorized representative. These terms and conditions are intended to cover all activity of Hydro and Buyer hereunder, including sales and use of products, parts, and work, and all related matters (references to products include parts and references to work include construction and installation). Hydro's obligations hereunder are expressly conditioned on Buyer's assent to these terms and conditions. Hydro objects to any terms that are different from, or additional to, these terms and conditions. Any applicable detail drawings and specifications are hereby incorporated and made a part of these Terms and Conditions of Sale insofar as they apply to the material supplied hereunder.
3. **SPECIFICATIONS.** Products are supplied in accordance with information received by Hydro, or its duly authorized agent, from Buyer. Hydro shall have no responsibility for products created or sold based upon inaccurate and/or incomplete information supplied to it. Buyer shall ensure that Hydro receives all relevant information in time to enable it to supply the appropriate products.
4. **INSTALLATION AND APPLICATION OF PRODUCTS.** Products supplied hereunder shall be installed and used only in the application for which they were specifically designed. Buyer should not presume that any products supplied by Hydro may be utilized for any applications other than those specified; nor shall Hydro's obligations, including, without limitation, any warranty obligations, survive Buyer's transfer of products supplied hereunder to third parties unless the products are transferred with Hydro's consent. In addition, Buyer shall not use any product supplied hereunder at any location other than at the location for which Hydro has previously received notice from Buyer. Any breach of any of the foregoing restrictions may amount to an infringement of the patent for the products in question and will in any event void all express or implied warranties relating to the products supplied hereunder.
5. **PURCHASE PRICE AND PAYMENT TERMS.** All prices are in U.S. dollars and all payments shall be made in U.S. dollars. Payment terms are as follows:

	Incremental Payment	Cumulative Payment
Upon Approval of Shop Drawings	10%	10%
Upon Delivery of Equipment to Site	80%	90%
Upon Final Acceptance or 45 days following completion of equipment start up	10%	100%

If payments are not made in conformance with the terms stated herein, any unpaid balance shall be subject to interest at a rate 1½% per month, but not to exceed the maximum amount permitted by law. If shipment is delayed by Buyer, the previously agreed date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If manufacture is delayed by Buyer, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If at any time in Hydro's judgment Buyer may be or may become unable or unwilling to meet the terms specified, Hydro may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment.

Until payment in full has been received by Hydro, this Standard Terms and Conditions of Sale shall constitute a security agreement and Buyer hereby grants Hydro a purchase money security interest in and to the products produced by Hydro hereunder, and any products or proceeds thereof. In particular:

- a. Hydro will retain an express purchase money security interest in and to the products and all proceeds thereof.
- b. Until full payment for the products is received by Hydro, Hydro reserves the right to retake possession of the products at any time and for this purpose Buyer authorizes Hydro or its duly authorized agent to enter upon land or premises where it believes the product may be.
- c. Proceeds of any disposal of the products shall be held in trust for Hydro pursuant to the terms of the Maine Uniform Commercial Code.
- d. Buyer grants Hydro a power of attorney for the purpose of filing a UCC-1 financing statement in the name of Buyer to evidence Hydro's security interest in the products.

6. **BACKCHARGES.** In the event that Buyer is required to make repairs, corrections or modifications to the goods supplied by Hydro, it shall only do so upon written approval from Hydro. Backcharges shall be limited to the costs directly associated in making the repairs, corrections or modifications to the goods supplied by Hydro. The costs of such backcharges shall be subject to approval by Hydro and shall be limited to: (1) directly related labor and material costs, (2) directly related equipment and tool rental at prevailing rates in the project location and (3) Buyer's overhead & supervision costs to make repairs, corrections or modifications to the goods supplied by Hydro. Buyer shall submit complete documentation to Hydro's satisfaction including but not limited to labor time sheets, material lists, and rental fees detailing the nature of the back charges. Backcharges shall be in the form of an adjustment to the contract price or reduction in retained payments and not a direct payment. No incidental or consequential backcharges shall be allowed.
7. **DELIVERY.** The goods are sold DDP (Incoterms 2010) jobsite, freight prepaid to Buyer at job site. Except as outlined in Paragraph 8 below, the risk of loss passes to Buyer after Hydro delivers the goods to the jobsite. Hydro reserves the right to select the method of shipment and carrier. Delivery dates are approximate only and are not a guarantee of delivery on a particular day. Hydro is not liable for failure or delays in deliveries of any cause whatsoever beyond the control of Hydro.
8. **TITLE & INSURANCE:** Title to the product(s) and risk of loss or damage shall pass to Buyer upon delivery to a carrier as outlined in Paragraph 7 above, or, in the event Buyer delays shipment, by the previously agreed date of readiness for shipment, except that a security interest in the product(s) or any replacement shall remain in Hydro's name, regardless of the mode of attachment to realty or other property, until the full price has been paid in cash. Buyer agrees to protect Hydro's interest by adequately insuring the product(s) against loss or damage from any external cause with Hydro named as insured or co-insured.
9. **ERECTION:** Unless otherwise stated in writing, the goods provided hereunder shall be assembled and erected by and at the expense of Buyer.
10. **CANCELLATION & BREACH:** Orders placed cannot be canceled, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Hydro's written consent and upon terms which shall indemnify Hydro against all loss. In the event of cancellation or the substantial breach of Buyer's obligations, as by failing to make any of the payments when due, the parties agree that Hydro will suffer a serious and substantial damage that will be difficult, if not impossible, to measure, both as of the time of entering into this purchase agreement and as of the time of such cancellation or breach. Therefore, the parties agree that, upon such cancellation or breach, Buyer shall pay to Hydro the sums set forth herein below, which sums the parties do hereby agree shall constitute agreed and liquidated damages in such event:
 - a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of submittal documents by Hydro to Buyer, liquidated damages shall be 10% of the selling price.
 - b. If cancellation or breach shall occur within thirty (30) days from the mailing of submittal documents by Hydro to Buyer, the liquidated damages shall be 20% of the selling price.
 - c. If the cancellation or breach occurs after thirty (30) days from the mailing of submittal documents by Hydro to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the order involved herein by Hydro's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Hydro to Buyer, said sums to be determined at the sole reasonable discretion of Hydro; provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
 - d. If cancellation or breach shall occur after Hydro has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price, less costs associated with startup or field testing.
11. **MATERIALS OF CONSTRUCTION, PAINTS AND COATINGS:** Buyer is responsible for determining the suitability of, and for giving final approval of, the materials of construction, paints, coatings, etc. to be used by Hydro.
12. **WARRANTY:** Any product that proves defective in material, workmanship or design within twelve (12) months after delivery (or entry into storage) will be, at the discretion of HYDRO, modified, repaired or replaced, or Buyer's payment for the products will be refunded. This shall be Buyer's sole remedy. HYDRO EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, EXPRESS OR IMPLIED.

This warranty does not cover any defects or costs caused by: (1) normal wear and tear of equipment from designed operation. (2) modification, alteration, repair or service of the goods by anyone other than Hydro; (3) physical abuse to, or misuse of, the goods, or operation thereof in a manner contrary to Hydro's instructions; (4) any use of the goods other than that for which they were intended; (5) chemicals or components which were not disclosed to Hydro; (6) storage contrary to Hydro's instructions; or (7) failure to maintain the goods in accordance with Hydro's instructions.

This warranty does not apply to component parts of the goods that were not both originally designed and manufactured by Hydro, including, but not limited to, valves and controls. These component parts do not carry any warranties by Hydro, and only carry the warranties, if any, of their manufacturers.

In order for Buyer to make a claim under this warranty, Buyer must promptly, and within the warranty period, notify Hydro in writing of any defect(s) in the goods covered by this warranty. If any defect(s) in the goods covered by this warranty are visible at the time of delivery, Buyer must notify Hydro of the defect(s) in writing within five working days. To make any claim under this warranty, Buyer must also fully comply with written authorization and return instructions from Hydro.

13. **FIELD SERVICE:** Startup/Field Service will only be scheduled upon written request. Buyer shall notify Hydro of schedule requirements at least ten (10) working days in advance, or additional charges may be added to cover late-scheduled travel costs. Additional costs will be limited to those arising out of late-scheduled costs. Should Buyer have outstanding balances due Hydro, no startup / field service will be scheduled until such payments are received by Hydro. Hydro will send documents to Buyer defining the service or startup requirements. Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Hydro's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Hydro shall have the option to bring the Field Service Engineer home and bill Buyer for time, travel and living expenses. Additional field service is available from Hydro at the prevailing per-diem rate at the time of the request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.
14. **LIMITATION OF HYDRO'S LIABILITY.** Hydro assumes no liability or responsibility for the misuse of its products by Buyer, Buyer's employees, agents or assigns, or other use inconsistent with the use appropriate to the performance specification requirements submitted to Hydro, and Buyer agrees to indemnify and hold harmless Hydro for any loss, costs, expense or liability that it may incur or be put to as a result of misuse or inconsistent use of the products. In addition, Hydro shall have no liability to Buyer for any consequential or incidental damages incurred by Buyer in connection with the contract documents or the products purchased by Buyer. Hydro shall not be liable for any loss which results from delay in delivery caused by any reason beyond its control, including, but not limited to, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or inability to obtain materials or services, any interruption of its facilities, or act of any governmental authority. The time for delivery shall be extended during the continuance of such conditions. The total liability of Hydro to Buyer in the form of liquidated damages for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed 25% of the Contract Sum.
15. **INTELLECTUAL PROPERTY.** Hydro shall retain sole ownership of all of its intellectual property used or produced in connection with the Project, including but not limited to all drawings, specifications, software, written materials, manuals, marks, business methods, and all other property that is capable of protection by a patent, copyright or trademark (whether or not such protection has actually been sought). Buyer shall not use such intellectual property except for the purpose of confirming the quality of design and/or manufacturing of the products and services set forth in the Proposal. Buyer shall not photocopy, duplicate or in any way copy such intellectual property except for the Buyer's internal purposes only (but not for rendering services or selling products to third persons). Buyer shall not sell, license, assign or transfer the intellectual property protected by this paragraph to anyone. Buyer shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by Hydro) used for the Project, and shall indemnify and hold harmless Hydro against all claims by licensors of such software. Hydro makes no warranty regarding the effect of such third-party software on the performance of the software to be developed by Hydro for the Project and Hydro shall be released from any warranties given to Buyer to the extent that such software causes or contributes to problems. Following acceptance and final payment to Hydro, Hydro will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only in the form of the license agreement attached as Exhibit A. Patent: www.hydro-int.com/patents
16. **TAXES.** Prices stated herein do not include any tax, excise, duty or levy now or hereafter enacted or imposed, by any governmental authority on the manufacture, sale, delivery and/or use of any item delivered. An additional charge will be made therefore and paid by Buyer unless Hydro is furnished with a proper exemption certificate relieving Hydro of paying or collecting the tax, excise, duty or levy in question.
17. **INTERPRETATION OF CONTRACT.** This contract shall be construed according to the laws of the State of Maine.
18. **CHOICE OF FORUM.** Buyer and Hydro hereby consent and agree that the United States District Court for the District of Maine or the District Court or Superior Court located in the City of Portland, County of Cumberland, Maine will have exclusive jurisdiction over any legal action or proceeding arising out of or relating to the contract documents, and each party consents to the personal jurisdiction of such Courts for the purpose of any such action or proceeding. Buyer and Hydro further hereby consent and agree that the exclusive venue for any legal action or proceeding arising out of or relating to the contract documents will be in the County of Cumberland, Maine. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction and venue.
19. **ATTORNEYS' FEES.** If any judicial or non-judicial proceeding is initiated for the purpose of enforcing a provision of this contract, the prevailing party shall be awarded reasonable attorneys' fees in addition to all other costs associated with the proceeding, whether or not the proceeding advances to judgment.
20. **SEVERABILITY.** If any provisions of this contract are held invalid by a court of competent jurisdiction, the remainder of this contract shall not be rendered invalid, and such invalid provisions shall be modified, in keeping with the letter and spirit of this contract, to the extent permitted by applicable law so as to be rendered valid.

21. **ANTI-BRIBERY.** Hydro International will not engage in any form of bribery or corruption. The offering, giving or receiving of bribes is contrary to Hydro International's values and can play no part in the way in which it carries out its business. Hydro requires you to support our approach and implement provisions consistent with our policy through your own organization and your supply chain. Please find a copy of our Anti-Bribery and Corruption Policy on our website at:
https://www.hydro-int.com/sites/default/files/hydro_international_anti-bribery_and_corruption_policy_-_july_2018.pdf

Budget Pricing

Project Name:	Port Orange WRF	Date Prepared:	1/4/2023
Project Number:	20_11_0451 Br1	Validity:	30 days from issue.
Engineer Firm:	Mead & Hunt Company		

Equipment	Quantity	Price
Primary Grit Removal 12 mgd/unit		
9 ft. 12 Tray 106 micron HeadCell® Grit Removal unit	2	
HeadCell® inlet flow distribution header, 316 Stainless Steel	2	
Fluidizing ring, 304 Stainless Steel	2	
Floatables Spray System (Patent # 62/447,688)	2	
Grit Dewatering		
GritCleanse®: 304 Stainless Steel, up to 1.5 yd³/hr, 12" Screw, 84" Clarifier	2	
Complete with drive units, valves	2	
Pump		
Dry Pit, Recessed Impeller, Horizontal Mount, 250 gpm	2	
Control Panel		
Micro850 PLC, PV 6", NEMA 4X, 304SS, GP VFD	2	
Start Up		
One (1) factory representative for two (2) trips for a total of four (4) days	1	
Freight	1	
Total Proposal Budget Price:		<u>\$1,320,000.00</u>

Terms & Conditions: As defined by Hydro International standard Terms & Conditions.

After expiration of validity Hydro International reserves the right to adjust pricing to account for any significant increases in material costs.

APPENDIX D: OVIVO CLARIFIER DESIGN PROPOSAL

**PORT ORANGE WASTEWATER
TREATMENT PLANT
817 OAK STREET
PORT ORANGE, FLORIDA 32127**

**(TWO) 80 FT. DIAMETER “C4” TYPE
CLARIFIER REPLACEMENTS
INCLUDING INSTALLATION SERVICES**

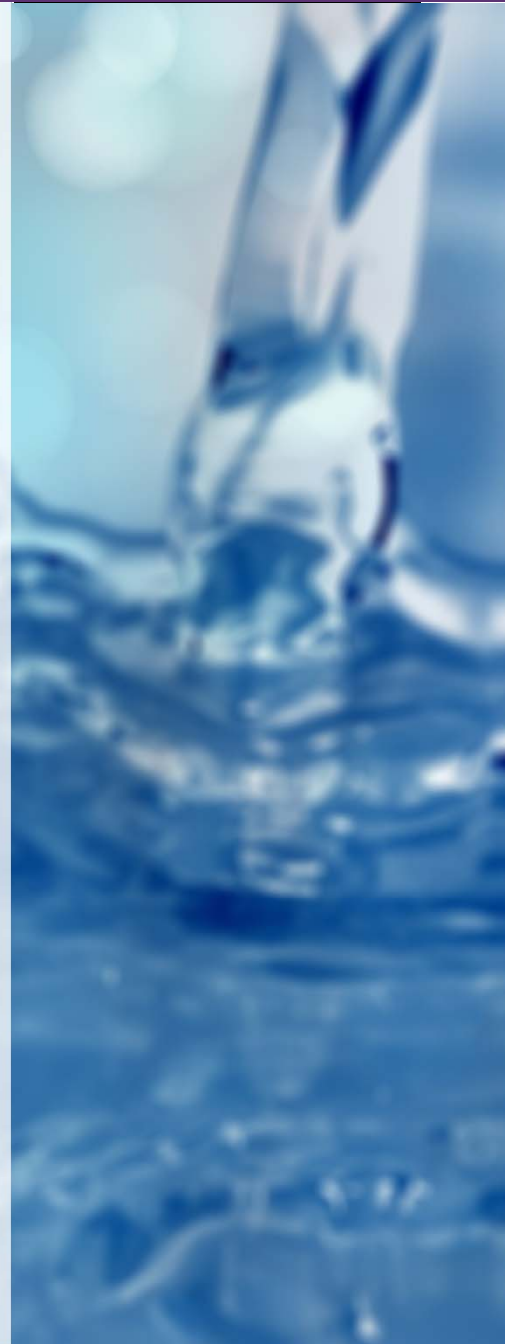
AREA REPRESENTATIVE

TSC Jacobs - North
Joe Sacco
(904) 524-9576
joetscjr@gmail.com

PREPARED BY

Bill Stewart
Phone (801) 931-3265
Fax (801) 931-3080
bill.stewart@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



DATE: September 23, 2020

TO: Port Orange WWTP

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC-Jacobs, North	Attention:	Joe Sacco
24156 SR 54, Suite 3	Telephone:	904-524-9576
Lutz, FL 33549	Email:	joetscjr@gmail.com

BID PRICING

ITEM	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	Two 80’-0” diameter Clarifiers Replacement components including installation services	*	\$1,175,470.00

DELIVERY

*Ovivo will submit drawings for approval within three **(3) weeks** after Purchaser’s receipt of Ovivo’s written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **twenty (20) weeks** after receipt of approved drawings from Purchaser. Installation services lead time will be 8 to 10 weeks.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo’s standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser’s acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT) is pleased to offer the following proposal to provide two (2) new 80 ft. diameter Clarifier mechanisms to replace existing south units.

ITEM I – Clarifier components include:

- Complete C40HT drive assembly, with gear motor and drive torque control. Drive unit is completely factory assembled, calibrated and tested.
- Complete motor drive package, including 1 hp gearmotor, sprockets, chain and guard.
- Drive torque control with micro switches and actuating pin.
- Premium Ovivo Drive paint scheme:
 - Prime and intermediate coats with Tnemec Series 66HS epoxy, 4-6 mils dft, each coat.
 - Top coat, Tnemec Series 73-26BL (Clear Sky) Endura Shield urethane, 3-5 mils dft.
 - Top coat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact & weathering.
- Cage, 4 ft square box truss design, Carbon Steel.
- Influent column, 30" diameter x 1/4" plate, flanged with influent ports, Carbon Steel.
- Rake arms, two full radius square box truss design including spiral rake blades (3/16" thick plate), Carbon Steel, with stainless steel squeegees. Blades taper from 8" at tank wall to 24" at tank center.
- Rotating sludge collection drum, 8'-0" diameter, Carbon Steel.
- Feedwell, 20' diameter x 6' deep x 3/16" plate with supports, Carbon Steel.
- Energy dissipating inlet, 7' diameter x 3.5' deep with scoop gates and bottom plate, Carbon Steel.
- Two (2) scum skimmers arms, Carbon Steel with skimming mechanisms and (1) 4' wide scum collection box with supports and outlet nozzle.
- Effluent weir plates, FRP, 9 inch deep x 1/4" thick with 2 1/2" deep 90 degree V-notches spaced at 6 inch intervals.
- Scum baffle plates, FRP, 12 inch deep x 1/4" thick includes FRP supports.
- Launder system, FRP, 30 inch wide x 21 inch (nom) deep x 1/4" thick including drop out launder and supports fastened to tank wall.
- Clarifier components to be Carbon Steel (unless noted).
- Carbon steel clarifier components to be shop painted.
 - Surface Preparation to be SSPC SP-10.
 - Prime and final coated with Tnemec Series N69F Epoxoline (Black Color).
- Assembly hardware to be 304 Stainless Steel. Existing anchor bolts to be reused – if they are not structurally sound, they will be replaced with adhesive type 304 SS/Al anchors.
- Two (2) year warranty with Ovivo installation services.
- Engineering, complete arrangement and assembly drawings will be included with O & M manual.

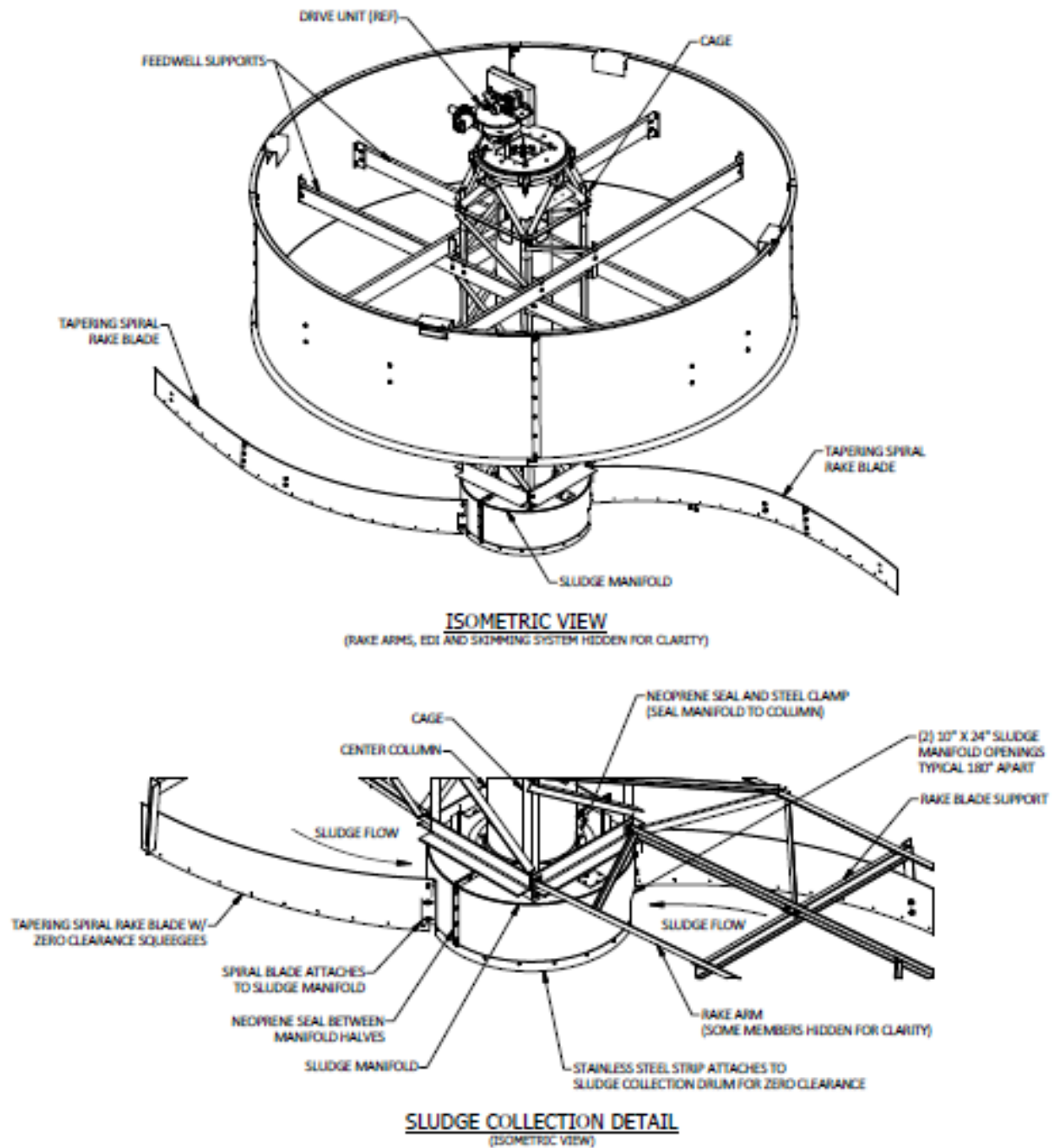
- Operation and maintenance manuals (2) hard copy & (1) PDF.
- Freight, FCA Factory, freight allowed to jobsite.
- Field service;
 - Includes the service of a qualified service engineer for the following:
 - 1 trips / 2 days each trip - includes start up and testing for each machine.

Installation Services:

- Florida State licensed General Contractor.
- (1) One Mobilization and Demobilization.
- Service truck, crane, mats and related equipment.
- 10 hours per day.
- Removal and installation of existing walkway assembly.
- Note: existing wiring and electrical components disconnection and reconnection is not provided by Ovivo.
- Removal of existing rotating mechanism including launder system and installation of new clarifier mechanism as described above.
- Alignment and leveling of drive and rotating clarifier components.
- Disposal of replaced components.

Items NOT Included: (Customer Responsibility)

- Any bonds and/or permits, including but not limited to building permits.
- Draining or cleaning of tank prior to start of installation.
- Dewatering, bypass pumping or temporary sealing of influent, effluent, RAS or other piping.
- Removal and/or disposal of any plant waste.
- Electrical disconnect/installation or alteration of existing electrical supply.
- Electrical controls, VFD controller, etc.
- Lamp and lamp posts.
- Electrical installation or alteration of existing electrical supply.
- Junction boxes, wiring, conduit, circuit breakers, etc.
- Grounding, bonding or lightning protection.
- SCADA integration.
- Existing walkway assembly to be reused - removed during mechanism installation.
- Stairways, access walkways, interconnecting walkways, etc. outside of tank.
- Spray systems
- Any items not expressly identified in this proposal.
- Sod repair/replacement in designated work area.
- Provide a laydown/staging area sufficient for materials offloading and storage for duration of project.
- Tank, platform or feedwell covers of any kind.
- Finish or touch up painting.
- Drive lubricants, installation of new or removal of existing.
- Overtime work hours or removal of old debris



DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

DELAYS IN CONSTRUCTION

Prior to Ovivo construction mobilization, the Owner is to confirm that the construction area is ready for our construction crew mobilization. Tank must be cleaned, free of plant waste and standing water, and must remain in this condition throughout construction. (Pumps, piping, valving, gates, stop blocks, etc. –whether permanent or temporary - are not the responsibility of Ovivo.)

If applicable, the electrical supply must be disconnected. Also, if applicable, arrangements must be made for reconnection of electrical supply within 1 working day of notice by Ovivo.

Owner must notify Ovivo of any confined space requirements prior to mobilization of Ovivo's crew. Unless directly stated otherwise, Ovivo will rely on the Owner for assistance with confined space requirements – this includes Owner supplied personnel for continuous surveillance (aka "hole watch"), emergency rescue personnel, and emergency rescue equipment.

Failure to have the construction area ready prior to our arrival will result in rescheduling of equipment installation and any financial costs incurred due to delays. Please note that our crews are frequently booked weeks in advance, and rescheduling to best meet the Owner's needs may not be possible.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal; through the submission of a purchase order or other written acceptance by **November 6, 2020**. After

expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are:

- Fifteen percent (15%) net cash after submittal.
- Eighty percent (80%) net cash upon shipment of major Product items.
- Ten percent (5%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment

Invoice will be billed at % of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo's Scope, which may be different than Substantial Completion of the overall project, not to exceed 60 days from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to 90 days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than 90 days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than 90 days are subject to price escalation at 1.5% per month for each month or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than 90 days Purchaser shall accept transfer of title and make full payment for all work, due and payable thirty (30) days from the date work is placed into storage.

Credit is subject to acceptance by Ovivo's Credit Department

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address (can be provided electronically):

Attn: Order Entry Administrator
 Ovivo USA, LLC
 4246 Riverboat Road - Suite 300,
 Salt Lake City, Utah 84123-2583
 Fax #: 801-931-3080
 Tel. #: 801-931-3265
bill.stewart@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC

Attachment:

Ovivo USA, LLC General Terms and Conditions

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder and of itself constitutes an infringement of any valid

apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. If PURCHASER deems it necessary, and within ten (10) days of PURCHASER's request, SELLER shall provide one or more Bonds in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED - March 2020

Ovivo USA, LLC

4246 Riverboat Road - Suite 300
 Salt Lake City, Utah
 84123-2583
 USA

Telephone: 801.931.3000

Facsimile: 801.931.3080

www.ovivowater.com



NORTH AMERICAN FIELD SERVICE RATE SHEET

Effective January 1, 2019

Standard (Travel)	Daily Rate (8 hour day)	\$ 1,200.00
Hourly Rate (4 hour minimum)		\$ 150.00
Standard (Labor)	Daily Rate (8 hour day)	\$ 1,200.00
Hourly Rate (4 hour minimum)		\$ 150.00
Saturday	Daily Rate (8 hour day)	\$ 1,800.00
Hourly Rate (4 hour minimum)		\$ 225.00
Sundays/Holidays *	Daily Rate (8 hour day)	\$ 2,400.00
Hourly Rate (4 hour minimum)		\$ 300.00
Overtime **	Hourly Rate - Standard Day	\$ 225.00
Hourly Rate - Weekends & Holidays		\$ 300.00

* Except Christmas Day and New Year's Day

** For all hours worked over eight (8) hours per day

UNLESS OTHERWISE ARRANGED; EXPENSES ARE CHARGED AT ACTUAL COST PLUS 10%

Please Note:

- All of the rates provided are portal to portal. In addition, travel and living expenses will be invoiced at actual cost PLUS 10 % and documentation will be provided for these expenses. ***If a fixed Per Diem rate is required, it will be charged at \$250.00 per day (lodging and meals) with the exception of the East Coast where the price will be \$300.00.*** Travel on Saturday, Sunday or Holidays, and after 8 hours per day will be billed at the overtime rate.
- Use of **Ovivo** Fleet vehicles for travel will be charged at the rate of \$0.58 per mile.

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84123
USA

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Facsimile: 801.931.3080

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To: Tanner Rachal – Mead & Hunt

From: Thomas Holt, Sales Engineer Aftermarket Rebuild Group

Phone: 801-931-3023 Email: thomas.holt@ovivowater.com

Date: 02/21/2023

Subject: Port Orange WWTP, Port Orange, FL- Clarifier Units w/ Submerged Effluent Launderers

Tanner,

We are pleased to provide this budgetary proposal for the Port Orange WWTP facility in Port Orange, FL, with pricing for four (4) 80'-0" Type C4D clarifiers to be installed in the existing basins at this plant including the Submerged Effluent Launder system to replace the existing launders in each tank. We have prepared a budget price for the equipment based on original drawings provided.

Please note that there is currently a high degree of instability in the steel market, especially for certain material types. The prices listed in this document are based on today's costs. This budget expires 30 days from the date listed above. We recommend contacting us for updated pricing if exceeded.

Type C4-FTS Clarifiers:

Number of Units	4
Diameter	80'
SWD	12'-0"
Freeboard	Approx. 2'-0"
Material	Submerged = 304 SS Non Submerged = 304SS

The preliminary budget pricing is as follows:

Equipment	Price
Four (4) 80ft Dia. Type C4D Clarifiers Only (No FRP Components)	\$2,202,000.00
Four (4) 80ft Dia. Submerged Effluent Launder Systems	\$814,000.00
Total	\$3,016,000.00

(Typical lead time is approx. 22-24 weeks from approved submittal drawings)

Please see the following scope of supply for more details.

Sincerely,

Thomas Holt
Sales Engineer / 801-931-3023
Ovivo USA

THIS BUDGETARY PROPOSAL CONSTITUTES A NON-BINDING ESTIMATE OF PRICE(S) FOR CERTAIN GOODS AND/OR SERVICES THAT MAY BE PROVIDED BY OVIVO USA, LLC FROM TIME TO TIME, BUT SHALL NOT BE CONSTRUED AS AN OFFER BY OVIVO USA, LLC TO PROVIDE SUCH GOODS AND/OR SERVICES.

Ovivo USA, LLC

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Scope of Supply (per mechanism):

- Ovivo C40HT drive mechanism with gearmotor, torque overload control, and stainless steel chain guard.
- Clarifier Walkway, full across, beam style w/ 2 rail aluminum handrails, toe plate, and ¼" aluminum checker plate.
- Drive platform- 8' x 8' square with ¼" aluminum checker plate, handrail, and toe plate.
- 30" Dia. center column with flanges and influent ports.
- 7'-0" Dia. x 3'-6" SWD Dispersion well w/ tangential scoops
- 5'-10" Dia. sludge collection drum
- 20'-0" x 6'-0" SWD Feedwell.
- 4'-0" Rotating center cage.
- Rake arms w/ spiral blades (24" to 8") and adjustable 304SS squeegees.
- Two skimming blades including 4' skimmer assemblies w/ 4' scum box.
- 304 stainless steel anchor bolts and assembly fasteners.
- Freight to jobsite.
- Startup service and testing.
- O&M manuals
- All fabricated steel components to be supplied from 304 SS material.

Submerged Effluent Launder System (SEL)

- Self-supporting submerged effluent launder, in FRP, comprising of an upper and lower launder section that performs the following five functions:
 1. Weir
 2. Scum Baffle
 3. Launder
 4. Density Current Baffle
 5. Launder Cover
- Drop out box section in FRP.
- Neoprene joint gaskets for FRP to FRP connection.
- 304 stainless steel anchor bolts and assembly fasteners.
- Material quoted Isophathalic Polyester Resin.
- Orifice Rubber Grommets
- Launder Access Hatches
- SEL Sweeper with Spring Stainless and neoprene wipers.
- Effluent Serpentine Weir Box Assembly in 304 SS
- Freight to jobsite.
- Startup service and testing: 2T/2D.

THIS BUDGETARY PROPOSAL CONSTITUTES A NON-BINDING ESTIMATE OF PRICE(S) FOR CERTAIN GOODS AND/OR SERVICES THAT MAY BE PROVIDED BY OVIVO USA, LLC FROM TIME TO TIME, BUT SHALL NOT BE CONSTRUED AS AN OFFER BY OVIVO USA, LLC TO PROVIDE SUCH GOODS AND/OR SERVICES.

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USA

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Items not included in the budget pricing:

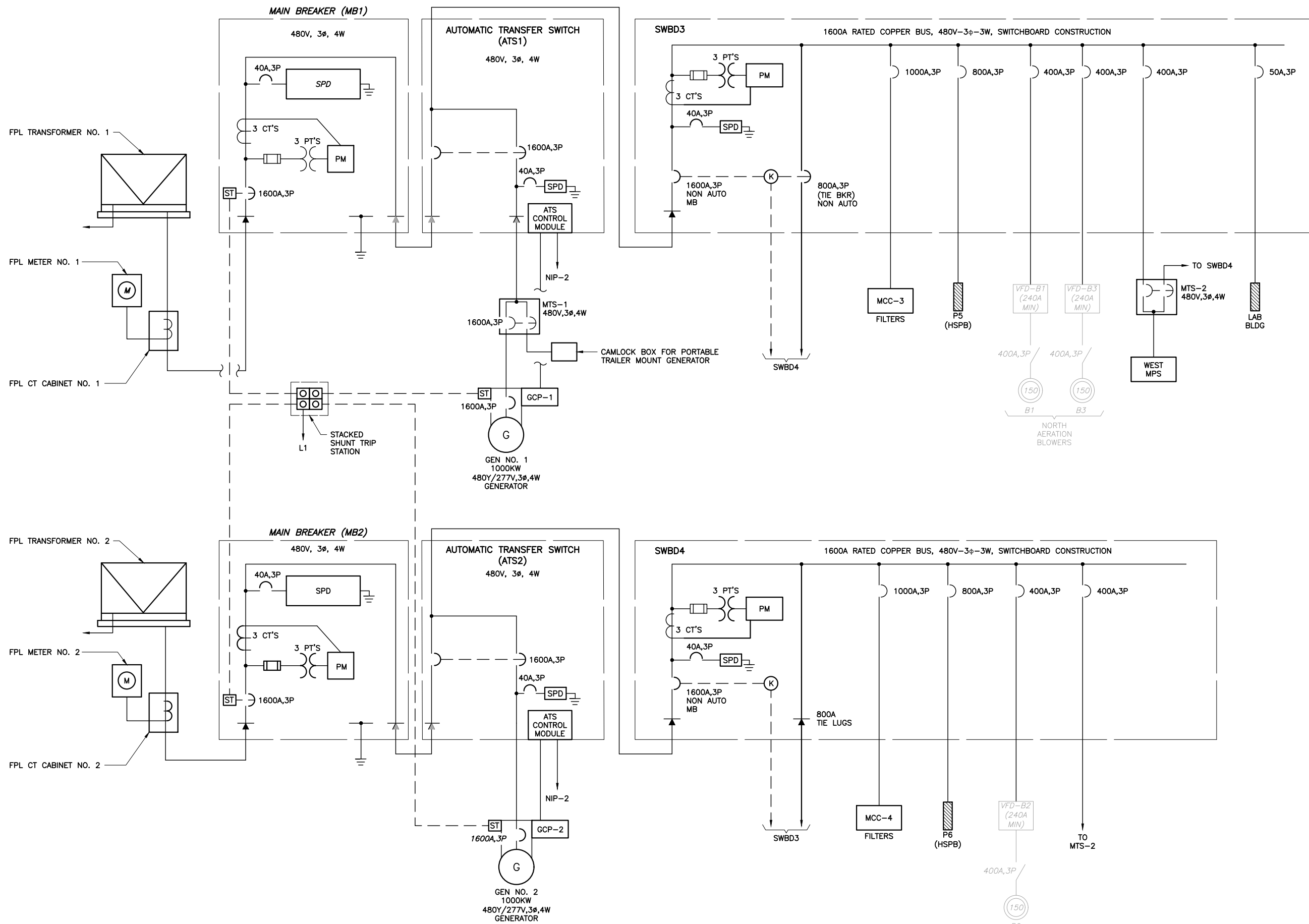
- Control panel, starters, mounting plates or brackets, conduit, wiring, mounting channels, photocells, VFD's, etc.
- Access platforms outside of tank wall
- Weirs, Baffles, & Density Current Baffles
- Demolition or installation.
- Tank or tank modifications.
- Unloading.
- Field welding.
- Lubricants.
- Handrail or stairs approaching, outside of, or around tank.

THIS BUDGETARY PROPOSAL CONSTITUTES A NON-BINDING ESTIMATE OF PRICE(S) FOR CERTAIN GOODS AND/OR SERVICES THAT MAY BE PROVIDED BY OVIVO USA, LLC FROM TIME TO TIME, BUT SHALL NOT BE CONSTRUED AS AN OFFER BY OVIVO USA, LLC TO PROVIDE SUCH GOODS AND/OR SERVICES.

Ovivo USA, LLC

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www.ovivowater.com

APPENDIX E: ELECTRICAL AND INSTRUMENTATION DESIGN DRAWINGS



SWBD3 & SWBD4 SINGLE LINE DIAGRAM MODIFICATIONS

PRELIMINARY

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (854) 448-7930
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE
WRF FACILITY PLAN
817 OAK STREET
PORT ORANGE, FLORIDA 32127

ISSUED
NOT FOR CONSTRUCTION
M&H NO.: 1000715-210843.01
DATE: APRIL 28, 2022
DESIGNED BY: JPL
DRAWN BY: SJL
CHECKED BY: SEB
DO NOT SCALE DRAWINGS
SHEET CONTENTS
SWBD3 & SWBD4
SINGLE LINE DIAGRAM
SHEET NO.

E-01

X:\Active Projects\Mead Hunt\Port Orange Facility Plan\01_NOTES.dwg, 2/28/2022 2:05:51 PM, (elido)

GENERAL INSTRUMENT OR FUNCTION SYMBOLS		PROCESS DEVICE SYMBOLS		PROCESS DEVICE SYMBOLS (CONTINUED)		FUNCTION SYMBOLS & ABBREVIATIONS	
	DISCRETE INSTRUMENT – FIELD MOUNTED		REDUCER OR ENLARGER		VALVE: GLOBE OR OTHER IN–LINE TYPE, UNLESS OTHERWISE INDICATED.	Σ SUMMING	HAND SWITCH ABBREVIATIONS:
	DISCRETE INSTRUMENT – PRIMARY LOCATION NORMALLY ACCESSIBLE TO OPERATOR ①		PRIMARY ELEMENT VENTURI TUBE		BUTTERFLY VALVE	Σ/n AVERAGING	A AUTOMATIC
	DISCRETE INSTRUMENT – AUXILLARY LOCATION NORMALLY ACCESSIBLE TO OPERATOR ①		PRIMARY ELEMENT MAGNETIC FLOWMETER		CHECK VALVE WITH FLOW DIRECTION AS INDICATED	Δ SUBTRACTING	C COMPUTER OR CLOSE
	INSTRUMENTS SHARING COMMON HOUSING		PRIMARY ELEMENT ULTRASONIC DOPPLER FLOWMETER		PLUG VALVE	$\sqrt{}$ EXACT SQUARE ROOT	H HAND
	EXISTING EQUIPMENT		PRIMARY ELEMENT PARSCHALL FLUME		BALL VALVE	÷ DIVIDE	L LOCAL
	FUTURE EQUIPMENT		PRIMARY ELEMENT ORIFICE PLATE		PRESSURE REGULATING VALVE – SELF CONTAINED	x MULTIPLY	M MODULATE
	CONTROL INTERLOCK		PRIMARY ELEMENT WEIR FLOWMETER		FLOW CONTROL GATE OR GATE VALVE	+ BIAS POSITIVE	O OFF OR OPEN
	CONTROL SYSTEM I/O INTERFACE – ANALOG SIGNAL. DIRECTION OF TRIANGLE DENOTES WHETHER INPUT OR OUTPUT.		PRIMARY ELEMENT TURBINE OR PROPELLER TYPE METER		CENTRIFUGAL BLOWER	– BIAS NEGATIVE	R REMOTE
	CONTROL SYSTEM I/O INTERFACE – DISCRETE SIGNAL. DIRECTION OF TRIANGLE DENOTES WHETHER INPUT OR OUTPUT.		PRIMARY ELEMENT PITOT TUBE		CENTRIFUGAL PUMP	$\sqrt[n]{x}$ NONLINEAR OR UNSPECIFIED FUNCTION	S START OR STOP
	FIBER OPTIC CONNECTION		PRIMARY ELEMENT ROTAMETER		SUBMERSIBLE PUMP	* SIGNAL TRANSDUCER OR CONVERTER (INPUT/OUTPUT)	OTHER ABBREVIATIONS:
	DIAPHRAGM SEAL		PRIMARY ELEMENT STRAP ON ULTRASONIC DOPPLER METER		DIAPHRAGM PUMP & MOTOR	* DEFINED AS FOLLOWS:	AI ANALOG INPUT
			PRIMARY ELEMENT ULTRASONIC FLOW OR LEVEL METER		DISC FLOW OR PROGRESSIVE CAVITY PUMP	E VOLTAGE	AO ANALOG OUTPUT
			FLOAT SWITCH		VERTICAL PUMP	H HYDRAULIC	AS AIR SUPPLY
			DRAIN		MOTOR – MAY BE ELECTRIC, HYDRAULIC, OR PNEUMATIC. ARROW DENOTES VARIABLE SPEED.	I CURRENT	COND CONDUCTIVITY
			CHEMICAL INJECTION POINT			PD PULSE DURATION	CR CHLORINE RESIDUAL
			MIXER			O ELECTROMAGNETIC, SONIC	CTU CENTRAL TELEMETRY UNIT
						P PNEUMATIC	DCU DISTRIBUTED CONTROL UNIT
						PD PULSE DURATION	DI DIGITAL OR DISCRETE INPUT
						R RESISTANCE (ELECTRIC)	DLR DEVICE LEVEL RING
							DO DISSOLVED OXYGEN OR DIGITAL OUTPUT
							ES ELECTRIC SUPPLY
							FC FAIL CLOSED
							FLP FAIL LAST POSITION
							FO FAIL OPEN
							MC MOTOR CONTROLLER
							NC NORMALLY CLOSED
							pH HYDROGEN ION CONCENTRATION
							PICS PROCESS AND INSTRUMENTATION CONRTOL SYSYEM
							PLC PROGRAMMABLE LOGIC CONTROLLER
							RIO REMOTE I/O
							RTU REMOTE TERMINAL UNIT
							TURB TURBIDITY
							VIB VIBRATION
							VFD VARIABLE FREQUENCY DRIVE

GENERAL NOTES

- THIS IS A GENERAL LEGEND SHEET. SOME SYMBOLS & ABBREVIATIONS MAY NOT APPLY TO THIS SPECIFIC PROJECT.
- THIS LEGEND APPLIES TO INSTRUMENTATION DIAGRAMS ONLY, & ITS SYMBOLS MAY NOT BE APPLICABLE TO NON–INSTRUMENTATION DRAWINGS.
- THIS LEGEND SHEET & THE INSTRUMENTATION DIAGRAMS & I–DRAWINGS ARE GENERALLY BASED ON THE INSTRUMENT SOCIETY OF AMERICA'S STANDARDS FOR PRACTICES IN INSTRUMENTATION. SOME MODIFICATIONS, ADDITIONS, & ALTERATIONS MAY HAVE BEEN MADE TO ACCOMMODATE INDIVIDUAL PROJECT REQUIREMENTS.
- SOME PROCESS ITEMS (SUCH AS EQUIPMENT ISOLATION VALVES, BYPASS LINES, ETC.) WHICH ARE NOT CRITICAL FOR AN UNDERSTANDING OF THE INSTRUMENTATION FUNCTIONS ARE NOT SHOWN ON THE INSTRUMENTATION SHEETS.
- SEE ELECTRICAL SHEETS & SPECIFICATIONS FOR ADDITIONAL CONTROL & INTERLOCK REQUIREMENTS FOR EQUIPMENT NOT SHOWN OR NOT PROVIDED BY THE INSTRUMENTATION SUPPLIER.
- SLANTED TEXT DENOTES EXISTING EQUIPMENT OR STRUCTURES. NON–SLANTED TEXT DENOTES NEW EQUIPMENT, STRUCTURES, & WORK. SLANTED TEXT (NOT SHADED) DENOTES FUTURE EQUIPMENT STRUCTURES & WORK.

VALVE ACTUATOR SYMBOLS

VALVE OR GATE ACTUATOR WITH DEFINED AS FOLLOWS:

P: AIR CYLINDER
S: SOLENOID
P/O: AIR/OIL CYLINDER
E: ELECTRIC MOTOR
H: HYDRAULIC CYLINDER
EH: ELECTROHYDRAULIC
Z: MISCELLANEOUS

FOR PRESSURE RELIEF OR SAFETY VALVES ONLY

MANUALLY (HAND) OPERATED

TAG NUMBER & DESIGNATION EXAMPLE

LOOP NO. 1234
CL2
AE
A

TYPICAL LOOP NUMBER
ADDITIONAL INSTRUMENT IDENTIFICATION. SEE FUNCTION SYMBOLS & ABBREVIATIONS.
WHEN USED, LETTER DISTINGUISHES BETWEEN MULTIPLE, SIMILAR DEVICES IN THE SAME INSTRUMENT LOOP

INSTRUMENTATION IDENTIFICATION LETTERS

FIRST LETTER	MEASURED OR INITIATING VARIABLE	MODIFIER
A	ANALYSIS	
B	BURNER, COMBUSTION	
C	USER'S CHOICE	
D	DENSITY (MASS) OR SPECIFIC GRAVITY	DIFFERENTIAL
E	VOLTAGE (EMF)	
F	FLOW RATE	RATIO (FRACTION)
G	GAUGING (DIMENSIONAL)	
H	HAND (MANUALLY INITIATED)	
I	CURRENT (ELECTRICAL)	
J	POWER	SCAN
K	TIME, OR TIME SCHEDULE	
L	LEVEL	
M	USER'S CHOICE	MOMENTARY
N	USER'S CHOICE	
O	USER'S CHOICE	
P	PRESSURE OR VACUUM	
Q	QUANTITY	INTEGRATE OR TOTALIZE
R	RUN	
S	SPEED OR FREQUENCY	SAFETY
T	TEMPERATURE	
U	MULTIVARIABLE	
V	VISCOSITY, VIBRATION	
W	WEIGHT OR TORQUE	
X	FAILURE	X AXIS
Y	EVENT, STATE, OR PRESENCE	Y AXIS
Z	POSITION, DIMENSION	Z AXIS

SUCCEEDING LETTERS		
READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
ALARM		
EMERGENCY	USER'S CHOICE	USER'S CHOICE
CLEANER	CONTROL	
PRIMARY ELEMENT		
GLASS		
		HIGH OR OPEN
INDICATE		
	CONTROL STATION	
LIGHT (PILOT)		LOW OR CLOSED
		MIDDLE OR INTERMEDIATE
USER'S CHOICE	USER'S CHOICE	USER'S CHOICE
ORIFICE (RESTRICTION)		
POINT (TEST CONNECTION)		
RECORD		
	SWITCH	
	TRANSMIT	
MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
	VALVE, DAMPER, OR LOUVER	
WELL		
	RELAY, COMPUTE, CONVERT	
	DRIVE, ACTUATE, OR UNCLASSIFIED CONTROL ELEMENT	

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE
WRF FACILITY PLAN
817 OAK STREET
PORT ORANGE, FLORIDA 32127

ISSUED

NOT FOR CONSTRUCTION

M&H NO.: 1000715-210843.01
DATE: APRIL 28, 2022
DESIGNED BY: JPL
DRAWN BY: SJL
CHECKED BY: SEB
DO NOT SCALE DRAWINGS

SHEET CONTENTS
INSTRUMENTATION
NOTES, LEGEND &
ABBREVIATIONS

SHEET NO.

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (954) 445-7530
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



PRELIMINARY

I-01



These documents shall not be used for any purpose or project for which it is not intended. Mead & Hunt shall be indemnified by the client and held harmless and defended from all claims, damages, liabilities, losses, and expenses, including attorneys' fees and costs, arising out of such misuse or reuse of the documents. In addition, unauthorized reproduction of these documents, in part or as a whole, is prohibited.

CITY OF PORT ORANGE
WRF FACILITY PLAN

817 OAK STREET
PORT ORANGE, FLORIDA 32127

ISSUED

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M&H NO.: 1000715-210843.01
DATE: APRIL 28, 2022
DESIGNED BY: JPL
DRAWN BY: SJL
CHECKED BY: SEB
DO NOT SCALE DRAWINGS

SHEET CONTENTS
FACILITY PLAN

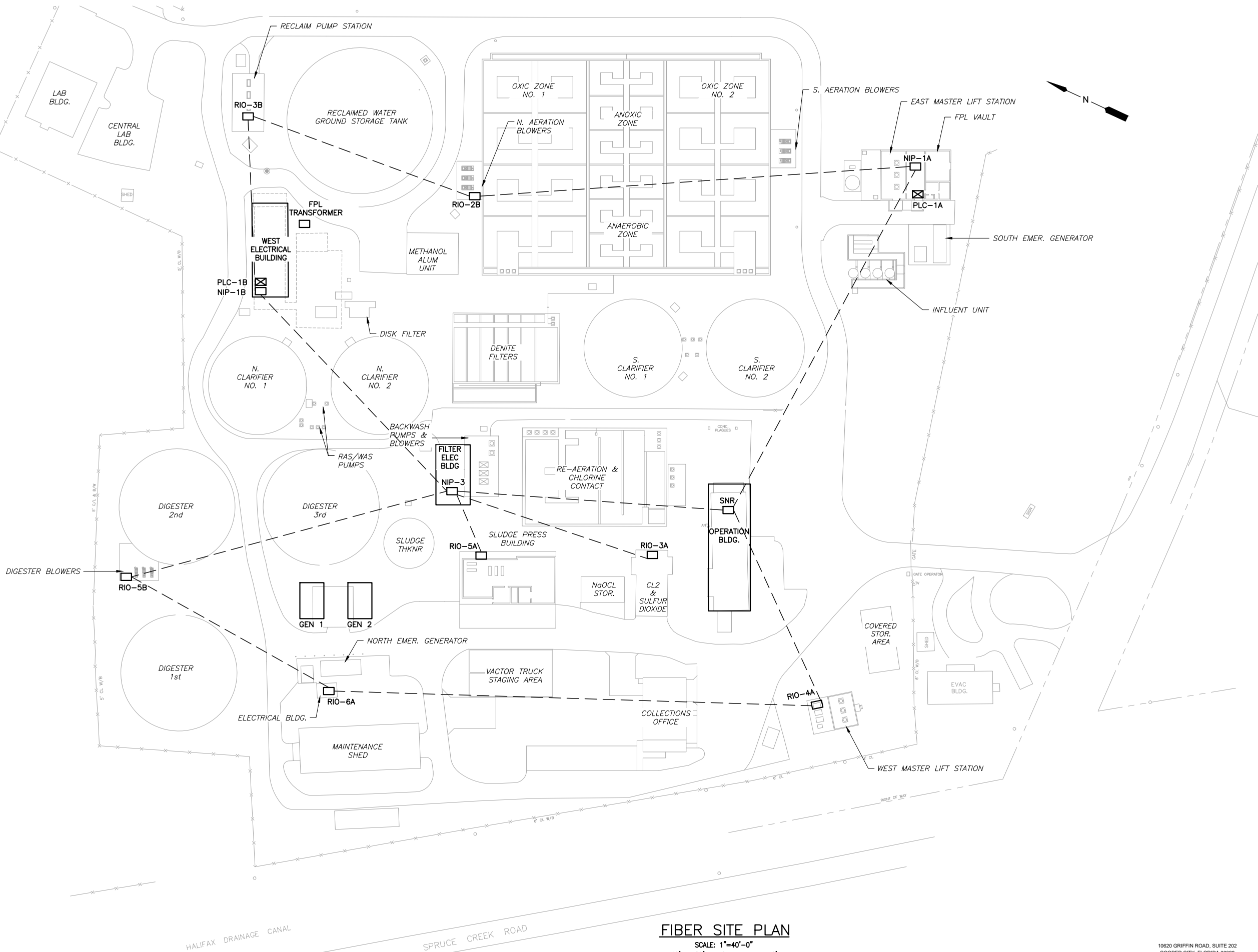
SHEET NO.

I-02

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (854) 448-7530
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



PRELIMINARY



FIBER SITE PLAN

SCALE: 1"=40'-0"
40' 20' 0 40'



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**CITY OF PORT ORANGE
WRF FACILITY PLAN**

817 OAK STREET
PORT ORANGE, FLORIDA 32127

ISSUED

NOT FOR CONSTRUCTION

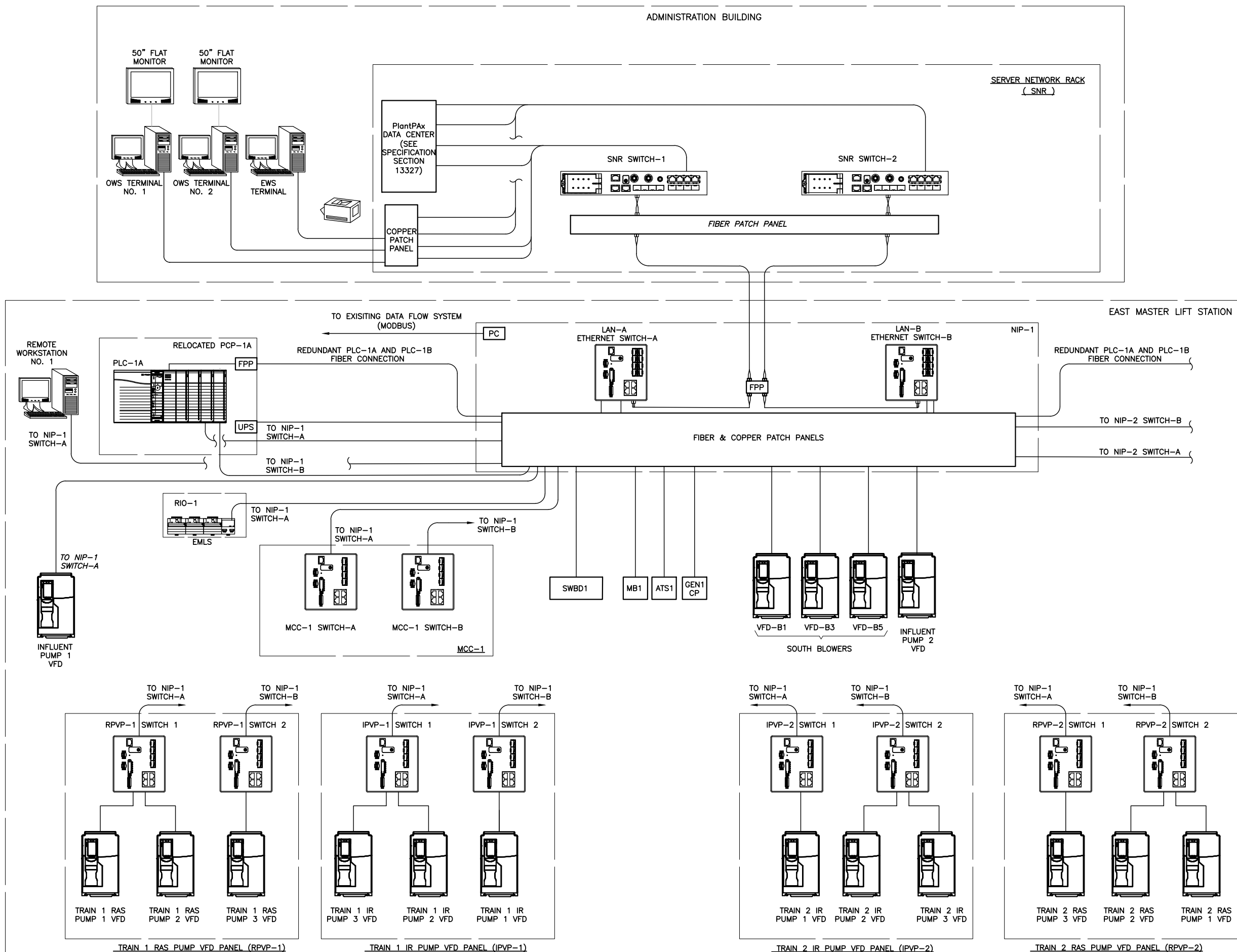
M&H NO.: 1000715-210843.01
DATE: APRIL 28, 2022
DESIGNED BY: JPL
DRAWN BY: SJL
CHECKED BY: SEB
DO NOT SCALE DRAWINGS

SHEET CONTENTS
SCADA, NIP-1 &
PCP-1A NETWORK
RISER DIAGRAM 1

SHEET NO.

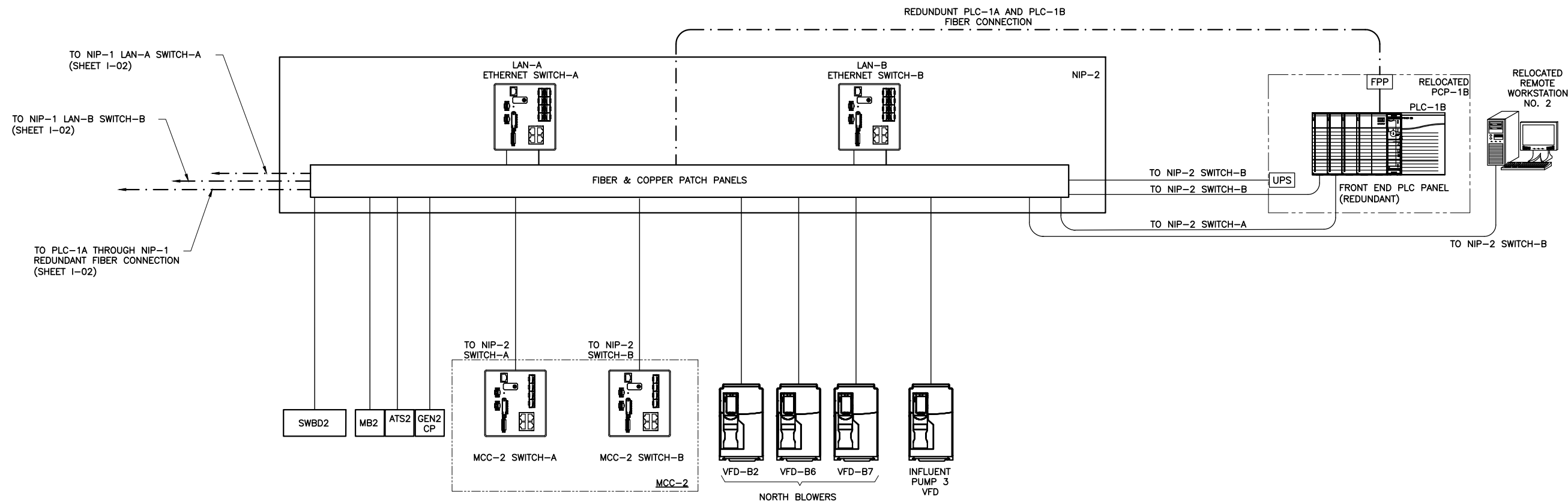
I-03

10620 GRIFFIN ROAD, SUITE 202
COOPER CITY, FLORIDA 33328
PHONE: (954) 445-7530
C.O.A. NO. 6783
Stephen E. Bailey, P.E.
Florida P.E. No. 42461



SCADA, NIP-1 & PCP-1A NETWORK RISER DIAGRAM 1

PRELIMINARY



NIP-2 & PCP-1B NETWORK RISER DIAGRAM 2

APPENDIX F: NOTICE OF PUBLIC HEARING AND RESOLUTION

To be submitted after City Acceptance of Facility Plan

APPENDIX G: FISCAL SUSTAINABILITY PLAN CERTIFICATION

To be submitted after City Acceptance of Facility Plan

APPENDIX H: CAPITAL FINANCE PLAN

To be submitted after City Acceptance of Facility Plan



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/16/2023

SUBJECT: (C12) Approval for Reinstatement of Years of Service for Charles Quinn

DEPARTMENT: Human Resources

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the reinstatement of 3 years of service for Charles Quinn.

SUMMARY: Current employee Charles Quinn, worked for the City of Port Orange from January 2, 2018 until April 21, 2021 when he resigned and left in good standing. He became re-employed with the City on May 17, 2021, less than 1 year after he left. He is currently a full-time Reclaimed Water Treatment Plant Operator in good standing. He is now requesting that his previous years of service be reinstated per the Civil Services Rules and Regulation Chapter 5.11 Reinstatement and Re-employment. The NAGE union has been notified of the request and did not object.

Civil Service Rules & Regulations 5.11 Reinstatement and Re-employment: For determining any benefits under the provisions of these Civil Service Rules and Regulations, an employee's length of service will be computed in completed calendar months from his/her last date of employment with the City. However, should an employee be re-employed within one (1) year of separation from service with the City, other than as a result of retirement from another position with the City, that employee may make application to the City Council to have previous years of service reinstated. Such application can only be made after the employee has completed two (2) years of service from the most recent date of employment. Should this request be approved, the previous years of service shall be credited for annual or personal leave accrual purposes and other provisions of the Civil Service Rules and Regulations which may have application concerning length of service. Specifically excluded from this provision are retirement benefits as provided for in the City of Port Orange Code of Ordinances.

PRESENTER: Sharon Kraynik

ATTACHMENTS:

1.	Signed Charles Quinn Letter	Signed Charles Quinn Letter.pdf
----	-----------------------------	---------------------------------

Sharon Kraynik

Created/Initiated - 4/13/2023

Sharon Kraynik	Approved - 4/13/2023
John McKinney	Approved - 4/18/2023
Matthew Jones	Approved - 5/1/2023
Wayne Clark	Approved - 5/5/2023
Tracee Cody	Final Approval - 5/5/2023

April 11, 2023

Honorable City Council
1000 City Center Circle
Port Orange, FL 32129

Mayor and Members of Council,

I would like to request my previous years of service be reinstated in the Civil Service Rules and Regulations under Chapter 5.5.11.

Reinstatement and Re-employment:

"For determining any benefits under the provisions of these Civil Service Rules and Regulations, an employee's length of service will be computed in completed calendar months from his/her last date of employment with the City. However, should an employee be re-employed within one (1) year of separation from service with the City, other than as a result of retirement from another position with the City, that employee may make application to the City Council to have previous years of service reinstated. Such application can only be made after the employee has completed two (2) years of service from the most recent date of employment. Should this request be approved, the previous years of service shall be credited for annual or personal leave accrual purposes and other provisions of the Civil Service Rules and Regulations which may have application concerning length of service. Specifically excluded from this provision are retirement benefits as provided for in the City of Port Orange Code of Ordinances."

I started with the City on January 2, 2018 and unfortunately had to leave for personal reasons on April 21, 2021. I was reinstated on May 17, 2021. I returned within one year and I have stayed employed with the City for 2 years as required by Chapter 5.

Thank you for your Consideration on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Quinn", written in a cursive style.

Charles Quinn



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/16/2023

SUBJECT: (C13) Approval of the Proportionate Fair-Share Agreement for the Sherwin Williams Paint Retail Store (Case No. SPIN 23-0005)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Proportionate Fair-Share Agreement for the Sherwin Williams Paint Retail Store (Case No. SPIN 23-0005), and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The Sherwin Williams Paint retail store is proposed to be located at 3681 Clyde Morris Boulevard (see location map below). The Sherwin Williams site is located on the east side of Clyde Morris Boulevard, south of Reed Canal Road. The proposed Proportionate Fair-Share Agreement has been prepared in conjunction with the site plan for the development of a 3,991 square-foot retail store on a +/- 1.7-acre lot, along with associated site improvements. The Transportation Impact Technical Memorandum prepared by Walsh Traffic Engineering anticipates this development will impact Williamson Boulevard. The memorandum was prepared according to the City of Port Orange's adopted guidelines and was reviewed and approved by the City of Port Orange.

Based on the memorandum prepared by Walsh Traffic Engineering, the developer is required to make a \$10,879 fair-share mitigation payment for the 4 PM peak hour trips generated per day from the development. The Proportionate Fair-Share Agreement documents the number of vested trips being used by the proposed development and mitigates the impact of the new traffic generated from the development. The fair-share mitigation payment of \$10,879 to the City of Port Orange is for the design and construction of the Yorktowne Boulevard extension. The Proportionate Fair-Share Agreement has been executed by the property owner and is attached for review.

The Sherwin Williams site is currently zoned Community Commercial (CC), which allows for the proposed use. The site plan for the proposed project has been reviewed at the staff level and may be approved once all Land Development Code requirements have been met and the required fair-share mitigation payment has been made.



PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1. Proportionate Fair Share Agreement	Proportionate Fair Share Agreement.pdf
---------------------------------------	--

Penelope Cruz	Created/Initiated - 4/24/2023
Tim Burman	Approved - 4/24/2023
John McKinney	Approved - 4/25/2023
Shannon Balmer	Approved - 4/27/2023
Wayne Clark	Approved - 5/5/2023
Tracee Cody	Final Approval - 5/5/2023

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2023, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **NEW PORT, LLP**, a Florida limited liability partnership whose address is 220 Charles Street, Port Orange, FL 32129(the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described within the Project Data on the attached **Exhibits "A-1" and "A-2"** (the "Project"); Developer desires to permit, develop and, if appropriate, plat the real property described and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a 3,991 square-foot retail store on approximately One and Seven-Tenths (+/- 1.7) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference (Sherwin Williams), which will generate 4 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements described in the attached Exhibits ("Concurrency Improvements") are required in order for the Project to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project; and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, through the Transportation Impact Analysis, certain transportation impacts were identified within the area impacted by the Project and payment for such site related improvements are set forth in this Agreement.;

WHEREAS, the City has constructed or anticipates construction of Concurrency Improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** Except as otherwise agreed herein, the City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapter 4 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.
3. **Fair-Share Contributions.** Pursuant to Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida, a proportionate fair-share payment for concurrency impacts may include, separately or collectively, private funds, contributions of land, contribution of facilities, and construction of facilities ("Total Fair-Share Contribution"). The Developer shall take the following actions to address Concurrency Improvements identified by the City as a result of the impact of the development:
 - (a) **Proportionate Fair Share.** In connection with the City's construction of Concurrency Improvements, as set forth in **Exhibits "A-2"**, Developer shall pay to the City a fair share assessment in the amount of the Total Fair Share Contribution, as defined in **Exhibit A-1**, hereinafter "Total Fair Share Contribution", or, if applicable, the difference between the Total Fair-Share Contribution, and the value of the Construction Improvements, as described in subsection (b) of this Section 3, pursuant to Section 8(f) , Article V, Chapter 21, Land Development Code, City of Port Orange, hereinafter the "Fair Share Payment." Developer agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as determined in **Exhibit "A-2"**. The City shall apply the Fair Share Payment to the Concurrency

Improvements described in **Exhibit “A-2”**. Upon the City’s receipt of the payment from the Developer, the funds shall become the property of the City and the right to request a refund is waived. The payment must be deposited with the City within 30 days of the city council’s approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.

(b) Construction of Improvements. If applicable, Developer agrees to construct, or to have constructed, a portion or all of the "Concurrency Improvements," referenced in **Exhibits “A-2”** as full or partial payment towards the Total Fair-Share Contribution, in accordance with Section 8, Article V, Chapter 21, Land Development Code, City of Port Orange, Florida. Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapters 4 and 21 of the City’s Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements. Additionally, the Concurrency Improvements to be constructed by the Developer shall be complete prior to the issuance of Certificate of Occupancy. For purposes of this Agreement, "reasons outside of Developer's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which Developer could not have foreseen or other similar matters or causes.

(b) If the City chooses to apply the proportionate fair-share payment to an alternative improvement to mitigate transportation deficiencies within the area impacted by the project as indicated on the **Exhibit “A-2”** or, if applicable, accept the construction of improvements, separately or collectively, then, unless otherwise stated herein, said mitigating payment and/or completed and approved by the City construction improvements are accepted as full payment for the Total Fair Share Contribution, as defined in **Exhibit “A-1”**.

(c) If applicable, once construction of improvements offered as full or partial payment toward the Total Fair-Share Contribution are complete, Developer shall provide actual costs of the improvements, certified, sealed, and signed by the engineer of record for the Project. If actual costs are less than the estimated costs of constructing improvements previously provided for consideration toward the Total Fair-Share Contribution, then Developer shall pay the outstanding balance owed on the Total Fair-Share Contribution. Any additional monies owed and certification of actual costs shall be provided prior to the first Certificate of Occupancy.

(d) The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant."

4. **Vested Rights in Traffic Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.
5. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.
8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
9. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity

or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

- F. Expiration. This Agreement shall expire after Developer's contribution of the Proportionate Fair Share, as set forth in Section 3 of this Agreement.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
 - i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2021), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.
 - v. All notices shall specify a place where a copy of the proposed amendment can be obtained.
- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement

shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."

K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by and through the duly authorized representatives, on the date set forth hereinbelow.

WITNESSES: **DEVELOPER:**
NEW PORT LLP, a Florida limited liability partnership

Printed Name: _____ By: _____
E.V. LaCour, Management Partner

Printed Name: _____ Date: _____, 2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____ 2023, by E.V. LaCour, Management Partner of NEW PORT LLP. He ☐ is personally known to me OR ☐ produced _____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or [] online notarization this _____ day of _____, 2023, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge that each is duly authorized to execute the foregoing agreement on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	New Port Lot 3 – Sherwin Williams
Site Address:	3681 Clyde Morris Blvd.
City Case No.	SPIN 23-0005
Zoning District	Community Commercial (CC)
TIA Report Date	March 28, 2023
TIA Prepared by:	Walsh Traffic Engineering
Est. Date of Impact	2024

Developer:

Corporate Entity	New Port LLP
Contact Person	E.V. (Buddy) LaCour
Mailing Address:	220 Charles St., Port Orange, FL 32129

Land Owner:

Corporate Entity	New Port LLP
Contact Person	E.V. (Buddy) LaCour
Mailing Address:	220 Charles St., Port Orange, FL 32129

Real Property

Total Acreage:	+/- 1.69 acres
Parcel Number(s):	6306-19-00-0030
Legal Description	Legible real property legal description and sketch attached as EXHIBIT B-1

Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Traffic Impact Analysis

Development Name:	New Port Lot 3 – Sherwin Williams
City Case No.:	SPIN 23-0005
TIA Report Date:	March 28, 2023
TIA Prepared by (Firm):	Walsh Traffic Engineering
Estimated Date of Impact:	2024

Contribution Calculations: Adjusted March 3, 2023

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted [3]	Contribution with Multiplier* [3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	N/A	N/A	N/A	N/A
Yorktowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1. Mitigation – Williamson Boulevard a. Caribbean Pine Way to Madeline Ave.	\$6,700,000	N/A	N/A	N/A	N/A	N/A	N/A
b. Madeline Ave to Willow Run Blvd.	\$5,737,230	N/A	N/A	1/1870	0.05	N/A	\$2,869
c. Willow Run Blvd. to Town West Blvd.	\$16,020,000	N/A	N/A	1/1870	0.05	N/A	\$8,010
d. Town West Blvd. to 4L Terminus N of PO Pavilion	\$4,391,460	N/A	N/A	N/A	N/A	N/A	N/A
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3. Mitigation - Taylor Road (Dunlawton Ave. to Clyde Morris Blvd.)	\$8,300,000	N/A	N/A	N/A	N/A	N/A	N/A

*Financial Guarantee Multiplier

1.1	1.1	1.0
-----	-----	-----

Total Fair-Share Contribution

	\$10,879
--	-----------------

Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732), and Town West/Williamson (PVRCF 5709/4736) are completed or fully funded.

[1] City Project Participant - *Eligible for City trans. impact fee credits*

[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Boulevard and Taylor Road as indicated in the TIA. The impacts resulting from the above referenced project will be resolved through a mitigation payment to the Yorktowne Boulevard Extension Fair-Share project.

[3] Rounded up to nearest whole dollar

Planning Review:

Date

Agreement 11/04/2005-Amended 3/01/2006**; 7/11/06[4], May, 2007; October 2007, November 2009

Finance Updated Project Cost & – VC Cost Update – 5-25-2022

Finance Review:

Date

Exhibit B-1

LOT 3, NEWPORT SUBDIVISION, TOGETHER WITH THE
NORTHERLY 15 FEET OF LOT 5 ACCESS, DRAINAGE
AND UTILITY EASEMENT FOR ACCESS TO CLYDE MORRIS
BLVD., A REPLAT OF BENNETTS SOUTH DAYTONA
SUBDIVISION, RECORDED IN MAP BOOK 6, PAGE 11,
AND RE-RECORDED IN MAP BOOK 15, PAGE 44, LOCATED
IN A PORTION OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 33 EAST, PORT ORANGE, VOLUSIA COUNTY,
FLORIDA.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/16/2023

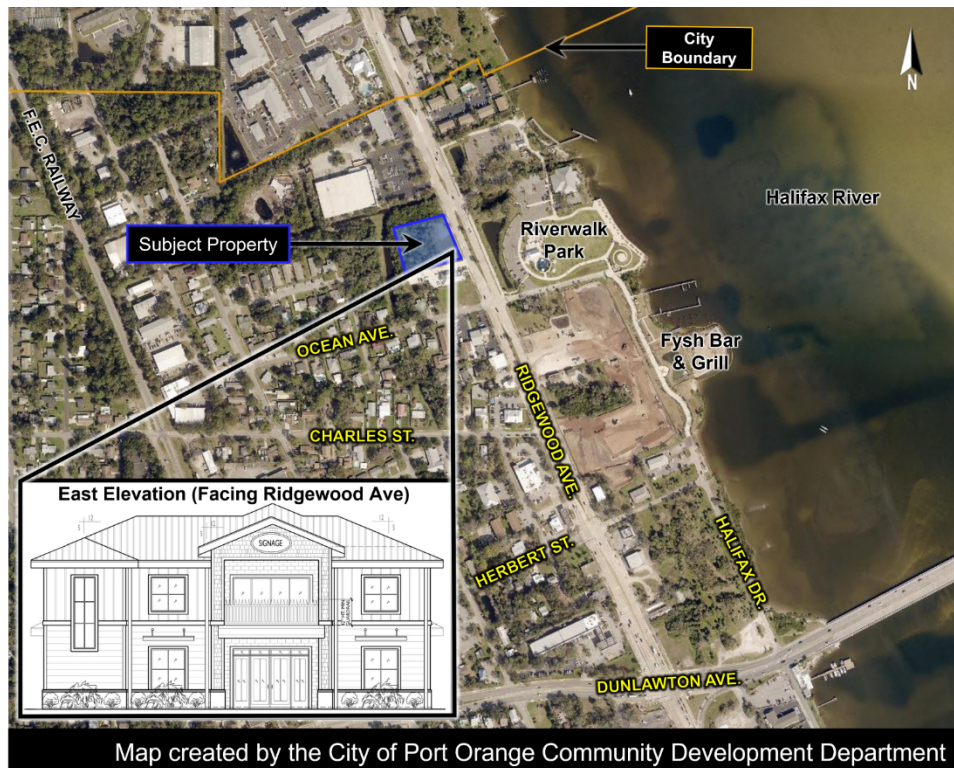
SUBJECT: (C14) Approval of the Economic Incentive Agreement for Olsen Custom Homes & Consulting Inc. - Chapter 20 Targeted Business Program

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Economic Incentive Agreement for Olsen Custom Homes & Consulting Inc. and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: Olsen Custom Homes & Consulting Inc. has requested financial assistance from the City in the form of a refund/waiver of development fees through the City's Targeted Business Program related to the development of the Olson Customs Homes headquarters facility. The new Olsen Custom Homes facility will be located on the west side of Ridgewood Avenue, north of Ocean Avenue (3450 Ridgewood Avenue) in the Riverwalk District of the Port Orange Town Center Community Redevelopment Area (CRA). The new development will include a +/- 5,233 square foot building for Olsen Custom Homes that includes their offices and a custom home design center and a +/- 4,800 square foot multi-tenant professional office building.



The Port Orange Town Center Community Redevelopment Area plan states that incentives may be provided through the process described in the City's Land Development Code (LDC), Chapter 20- Economic Development Incentives. The purpose of the incentives identified in the LDC is to promote positive forms of new development and redevelopment; reward the creation and retention of value-added jobs; attract targeted businesses; revitalize the Port Orange Town Center and Eastport Business Center redevelopment areas; increase the nonresidential tax-base; and foster a diverse employment base within the city.

The Targeted Business Program was created to provide assistance to business ventures to aid in attracting their operations within the city, aid in enhancing/expanding their operations in the city, or aid in relocating their operations to viable property within the city. According to the request letter, currently, Olsen Custom Homes is located in Daytona Beach but is relocating the business to Port Orange.

According to the applicant's letters of request, Olsen Custom Homes is making a \$2,000,000 investment in the city, including the construction of a +/- 5,233 square foot building that includes their offices and a custom home design center and a +/- 4,800 square foot multi-tenant professional office building and, when fully operational, will employ up to 21 individuals.

The applicant has requested a refund or waiver of \$23,000 in site development and building permit review fees. The refund/waiver may not be applied to impact fees and utility connection fees. The amount of assistance is based on actual fees paid to date and estimates of final development fees that must be paid before a Certificate of Occupancy can be issued.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Olsen Chapter 20 Agreement	Olsen Chapter 20 Agreement.pdf
2.	Olsen Custom Homes Chapter 20 Request Letter	Olson Homes Chapter 20 Request Letter.pdf

Tim Burman	Created/Initiated - 4/27/2023
Tim Burman	Approved - 4/27/2023
John McKinney	Approved - 4/28/2023
Shannon Balmer	Approved - 5/4/2023
Wayne Clark	Approved - 5/5/2023
Tracee Cody	Final Approval - 5/5/2023

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE**, Florida, a chartered municipal corporation (the "City" or "Grantor"), whose address is 1000 City Center Circle, Port Orange, Florida 32129 and **OLSEN CUSTOM HOMES & CONSULTING, INC.**, a Florida corporation (the "Grantee"), whose address is 126 W. International Speedway Blvd., Daytona Beach, Florida, 32114 and collectively referred to as the Parties.

PROVISIONS:

WHEREAS, pursuant to the Land Development Code, Chapter 20, the City has established a Targeted Business Program ("TBP") to provide financial assistance to businesses; and

WHEREAS, the Grantee has applied for a grant to City of Port Orange, Port Orange, Florida; and

WHEREAS, Grantee has completed the site development of a new 5233 square foot office complex to be the new corporate headquarters located at 3450 and 3420 Ridgewood Avenue, Port Orange, Florida ("Improved Site"); and

WHEREAS, Grantee anticipates future expansion and improvements at the Improved Site; and

WHEREAS, the City Council has considered the following factors; the number of jobs, the number of value-added jobs, average wage, type of business venture, how the business venture addresses the critical needs within the city, location of business venture, value of construction, significance of improvement, anticipated tax revenue, multiplier implications on the local economic health of the economy, availability of city funds and other factors related to the grant of financial assistance; and

WHEREAS, according to the Grantee, the capital investment for this new facility at the Improved Site is estimated at Two Million and NO/100 Dollars (\$2,000,000.00), including the construction of a +/- 5,233 square foot building that includes corporate headquarters and a custom home design center, and a +/- 4,800 square foot multi-tenant professional office building and, when fully operational, will employ up to 21 individuals, and increasing the taxable valuation as a result of said property improvements; and

WHEREAS, the City Council has determined that the Grantee qualifies for the grant; and

WHEREAS, the City Council has recently examined the current financial factors relating to the City's budget preparation and indicated the health of the local economy; and

WHEREAS, the Targeted Business Program grant is expected to foster a diverse employment base within the City; and

WHEREAS, funding is available in the form of refunding current building permit fees already incurred by the Grantee and future building permit fees for future expansion and improvements to the current location; and

WHEREAS, the Parties desire to enter into this Agreement as more particularly set forth hereinafter.

NOW, THEREFORE, for good and valuable consideration, receipt hereof is hereby acknowledged, the Parties agree as follows:

1. Above Provisions: The foregoing premises are true and correct and are incorporated herein by reference.
2. Grant: Subject to the terms and conditions contained herein, the City hereby awards Grantee a Targeted Business Program grant in the form of a refund of building permit fees in the amount of **Thirteen Thousand Six Hundred Five and 59/100 Dollars (\$13,605.59)** previously incurred by the Grantee and waiver of future building permit fees not to exceed **Nine Thousand Three Hundred Ninety-Four and 41/100 Dollars (\$9,394.41)**, subject to the terms of this Agreement, upon issuance of the certificate of occupancy in accordance with the plans and/or permits approved for construction. Said grant shall not exceed a total amount of **Twenty-Three Thousand and NO/100 Dollars (\$23,000.00)**.
3. Conditions: Dispersal of the grant shall be made for building permit fees in the amount of **Thirteen Thousand Six Hundred Five and 59/100 Dollars (\$13,605.59)** previously incurred by the Grantee. The Grantee agrees to provide the City with receipts of the actual costs incurred. Upon Grantee's submittal of future building permit application for additional improvements to the Improved Site, the City agrees to waive the City of Port Orange building permit fees up to the amount of **Nine Thousand Three Hundred Ninety-Four and 41/100 Dollars (\$9,394.41)**. This grant shall not

be considered a waiver of impact fees, or utility connection fees, nor shall it be applied to impact fees or utility connection fees due and owing by the Grantee.

4. Expiration: The city shall not distribute and is not required to distribute the grant if within 18 months of the date of execution of this Agreement the Grantee has not provided proof of payment for the current building permits and for the future improvements, apply and have issued the building permits. The City shall not be responsible for any costs associated with the Project or this Agreement or any other costs if the grant expires. The City shall not be held responsible for the inability of the Grantee to obtain the building permits.

5. Audit: The City reserves the right to review, audit and account for any and all financial records pertaining to the creation of jobs as set forth in this Agreement and as required by the Targeted Business Program.

6. 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.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce this contract provision.

7. Notice of Termination: Upon the City's determination that Grantee has breached any term of this Agreement, the City shall provide the Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above-described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement

shall terminate without further notice. The corrective action must be acceptable to the City in order to avoid termination. The City shall provide Grantee a certified letter confirming termination of this Agreement. Within thirty (30) days of receipt of the termination letter, the City Manager may require the Grantee to submit a cashier's check to the City for the total amount of funds disbursed from the City's match under this Agreement.

8. Applicable Laws: The Grantee must comply with all applicable laws, ordinances and codes and Grantee shall, except where provided herein, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

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

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Grantee: Eric C. Olsen, President
Olsen Custom Homes & Consulting, Inc.
126 W. International Speedway Blvd.
Daytona Beach, Florida, 32114
Ph. _____

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

10. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.

11. No Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations nor does it constitute approval of the Project for development. All applicable Codes and regulations remain in force.
12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any actions arising out of this Agreement shall be in Volusia County, Florida.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement on the day and year first above written.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2023, by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both for the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

**OLSEN CUSTOM HOMES & CONSULTING, INC., A
FLORIDA CORPORATION**

By: _____
ERIC C. OLSEN, Jr., President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2023, by Eric C. Olsen, Jr., President, as of Olsen Custom Homes & Consulting, Inc., a Florida corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed name, commission and expiration:

April 25, 2023

Mr. Wayne Clark
City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
Ref: Chapter 20 - Economic Development Incentive – Land Development Code
Olsen Custom Homes & Consulting Inc.
3450 & 3420 Ridgewood Avenue

Dear Mr. Clark:

Olsen Custom Homes & Consulting Inc. is in the process of investing over \$2,000,000 in the City of Port Orange Riverwalk Redevelopment Area. In conjunction with this effort, Olsen Custom Homes & Consulting Inc. is seeking Economic Development Incentives pursuant to the provisions of LDC – Chapter 20.

Olsen Custom Homes & Consulting Inc., has completed the site development of a new 5233 sf office complex for our corporate headquarters. In addition, we will develop another flex building with 4800 sf of office space. This development project brings a total of five (5) new businesses and thirteen (13) employees of Olsen Custom Homes & Consulting Inc. and the potential of approximately eight (8) new employees from businesses occupying the flex building spaces, to the Riverwalk CRA. This new facility will replace the current office located in Daytona Beach and will serve as the headquarters for our \$20,000,000 per year operation. This facility will also serve as a community introduction to the Port Orange Riverwalk redevelopment area, for new residents moving to Volusia and Flagler Counties. These improvements will stand as a model and catalyst for redevelopment opportunities for other properties in the Ridgewood corridor and Riverwalk CRA.

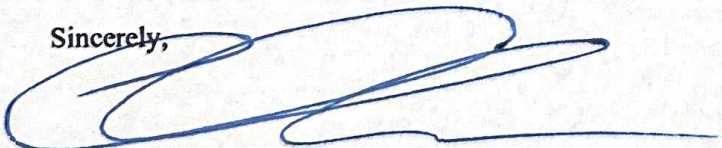
The LDC describes the “Purpose and Intent” of the incentive program and outlines specific objectives which Olsen Custom Homes & Consulting Inc. has achieved as part of the overall redevelopment of the subject property. These direct accomplishments are outlined below:

- Promote positive forms of new development and redevelopment
- Reward the creation and retention of value-added jobs
- Revitalize the Port Orange Riverwalk
- Increase the nonresidential tax-base
- Foster a diverse employment base within the city

In redeveloping this property, through the provisions of LDC Chapter 20, Olsen Custom Homes & Consulting Inc. is seeking the City’s assistance in the form of a refund of City fees.

As longtime residents of Port Orange and the owner of Olsen Custom Homes & Consulting Inc., we look forward to continuing to grow in Port Orange. Your financial assistance is greatly appreciated and, if approved, will be a significant step in moving forward with our project.

Sincerely,



Eric C. Olsen
President

Cc: Tim Burman, Community Development Director



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/16/2023

SUBJECT: (G17) Second Reading - Ordinance No. 2023-03 – Fourth Amendment to the Master Development Agreement for the Riverwood Planned Unit Development / Case No. PRZA-23-0001

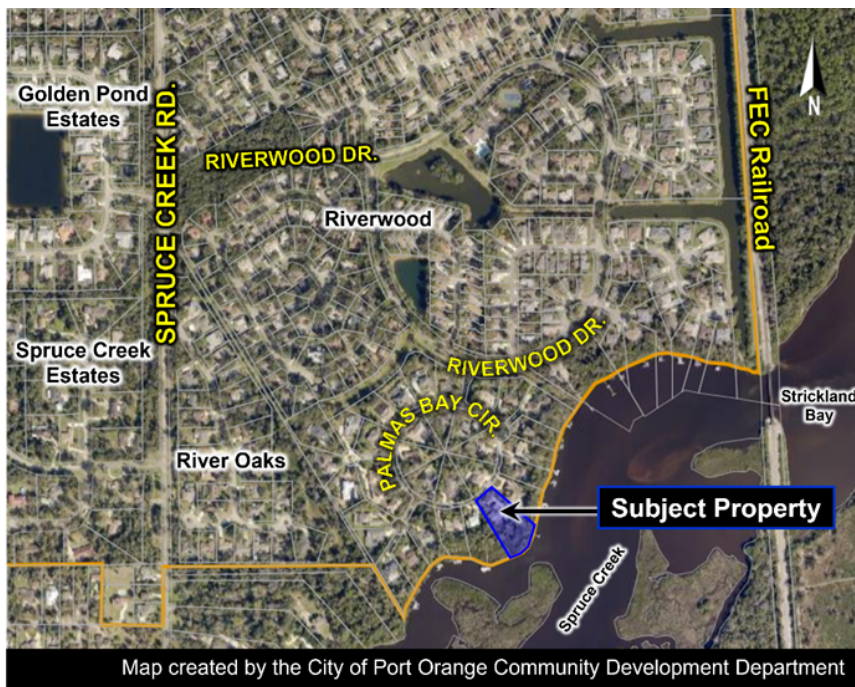
DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-03, approving the Fourth Amendment to the Master Development Agreement for the Riverwood Planned Unit Development.

SUMMARY: PLANNING COMMISSION ACTION (3/23/23): Recommended Denial (5-1)

The applicant is requesting the 4th Amendment to the Riverwood Master Development Agreement (MDA) to address a current Code Enforcement case regarding the construction of an elevated accessory structure (to be referred to as the “structure”) without a building permit where a portion of the structure is in a 50-foot buffer adjacent to Spruce Creek. The subject property is zoned Planned Unit Development (PUD) and is part of the Riverwood PUD.



According to the Riverwood MDA, all lots in the PUD that abut Spruce Creek are required to have a 50-foot buffer along the rear property line that abuts the creek/marsh where no vegetation shall be removed or disturbed except for the construction of an elevated walkway to access the creek from the rear of the lot. Typically, elevated walkways within this subdivision are built with wood posts, framing, and deck boards and used by lot owners to access the creek. The walkways are typically four (4) feet wide and are elevated anywhere from slightly above the ground to four (4) feet above the ground.

In March 2022, Code Enforcement was contacted regarding the construction of a structure within the buffer at 6315 Palmas Bay Circle (subject property). In May 2022, the property owners submitted an after-the-fact building permit to permit the structure. The building permit submitted was for a 252-square-foot structure, elevated six (6) feet above grade. The structure included a wood deck platform with a ± 100 square-foot enclosed space with electric, along with a small second-level observation deck. However, during the review of the building permit, it was determined that a portion of the structure was within the buffer, and the permit could not be approved.

Staff met with the property owners to review the building permit comments and options the property owners had to come into compliance with the Riverwood MDA, Land Development Code (LDC), and Florida Building Code (FBC). The property owners were provided with the following options: 1) Remove the structure and rebuild it outside the buffer; 2) Remove the portions of the structure within the buffer and permit the portion of the structure outside the buffer; or 3) Request an amendment to the Riverwood MDA and an amendment to the Palmas Bay Club subdivision plat to revise a plat note to allow the portion of the structure to remain within the buffer.

According to the applicant, the property owners are requesting approval of the MDA amendment to allow the structure to remain in its current location based on the following:

- The structure is located approximately six (6) feet above the base flood elevation (BFE) at an elevation of 12.4 feet. According to the LDC, any structure within the buffer area on the subject lot is to have a minimum elevation of 7.0 feet or one (1) foot above BFE (6 feet).
- Only ± 89 square feet of the 252-square-foot structure is located within the buffer. Therefore, 35% of the overall structure is in the buffer.
- The structure meets all required building setbacks for the subject lot.
- The structure only encroaches ± 89 square feet into the 11,020 square feet of 50-foot buffer area on the subject lot, which is less than 1% (0.81%) of the overall area of the buffer.
- The ground under the structure was not disturbed beyond previous conditions as part of constructing the structure, and it was built consistent with construction methods that allowed for an elevated walkway within the buffer, allowed by the MDA.
- The structure does not create any adverse environmental impacts and was built in a portion of the rear yard that has historically been manicured, and there was no vegetation removed or damaged in the buffer as part of the build.



There are no specific criteria to be used as a basis for a staff recommendation for the requested MDA Amendment. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure, and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.). Staff compared the subject request to similar regulations in the City's Land Development Code (LDC) and the Riverwood MDA and minimal encroachment into the buffer (± 89 square feet into the 11,020 square feet of 50-foot buffer area).

Based on the portion of the structure located within the 50-foot Environmental Buffer being less than 1% of the overall buffer area (11,020 square feet), staff is recommending approval of the 4th Amendment to the Master Development Agreement

for the Riverwood Planned Unit Development, subject to the area of impact for any structure, except a typical wooden walkway, within the buffer area on the subject lot, is limited to 90 square feet.

The staff report is attached for more details.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2023-03 with exhibit	Ordinance No. 2023-03 with exhibit.pdf
2.	Fourth Amendment to Riverwood PUD Agreement	Fourth Amendment.pdf
3.	STAFF REPORT	STAFF REPORT.pdf

Tracee Cody	Created/Initiated - 5/3/2023
Wayne Clark	Approved - 5/3/2023
Tracee Cody	Final Approval - 5/3/2023

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH
AMENDMENT TO RIVERWOOD PUD (PLANNED UNIT
DEVELOPMENT) AGREEMENT; PROVIDING FOR THE
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City and Developer desire to enter into the Fourth Amendment to the Riverwood PUD (Planned Unit Development) Agreement (“MDA”); (hereinafter referred to as the “Fourth Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the Fourth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended denial of the proposed Fourth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the Fourth Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Fourth Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Fourth Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed to the extent of such conflict.

Section 4. 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 this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2023

Passed and adopted on second and final reading on the day of _____,
2023

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

Document Prepared By:

Robert A. Merrell III, Esquire
Cobb Cole
149 S. Ridgewood Ave. Suite 700
Daytona Beach, FL 32114

Return Recorded Document To:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

FOURTH AMENDMENT TO RIVERWOOD PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT

THIS FOURTH AMENDMENT TO RIVERWOOD PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT ("Fourth Amendment") is made and entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida (the "City"), and **ANDREW AND SHRAVANTI HALPERN**, as individuals ("Owner").

WHEREAS, RIVERWOOD REAL ESTATE PARTNERS, LTD., a Florida Partnership and THE CHARLES WAYNE COMPANY, a Florida Partnership ("Original Developer") and THE CITY OF PORT ORANGE, a Florida Municipal Corporation ("City"), entered into a Development Agreement dated May 12, 1982, and recorded in Official Records Book 2357, page 1421, Public Records of Volusia County, Florida, which Development Agreement pertains to certain property as fully described therein, as amended by that certain First Amendment to Riverwood PUD (Planned Unit Development) Agreement, recorded in Official Records Book 2722, page 0777, Public Records of Volusia County, Florida (First Amendment), that certain Second Amendment to Riverwood PUD (Planned Unit Development) Agreement, recorded in Official Records Book 3754, page 1801, Public Records of Volusia County, Florida (Second Amendment), and that certain Third Amendment to Riverwood PUD (Planned Unit Development) Agreement, recorded in Official Records Book 3754, page 1085, Public Records of Volusia County, Florida (Third Amendment); and

WHEREAS, Owner is the real property owner for a portion of the Property subject to the original Planned Unit Development, described as Lot 8 of the Palmas Bay Club Subdivision, according to the map thereof recorded in Map Book 39, pages 145 and 146, Public Records of Volusia County, Florida, more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference ("Owners' Property"); and

WHEREAS, Owner proposes to amend the Agreement as set forth herein in order to clarify the required setbacks for Owners' Property; and

WHEREAS, the City is willing to grant Owner's request, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

Section H. of the Agreement is amended as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

Section H. Lot Areas and Buffers.

There will be no minimum square footage requirement for lots, except that single family lots will be no less than 1/5 acre and estate lots will be no less than 1/2 acre.

There will be a fifty (50) foot environmental buffer between structures in the PUD and the highest part of the Spruce Creek embankment, except that for Lot 8 of the Palmas Bay Club Subdivision, according to the map thereof recorded in Map Book 39, page 146, Public Records of Volusia County, Florida a ±90-square-foot portion of one 350 square-foot elevated accessory structure may be located no closer than 40 feet from edge of water of the Spruce Creek; where the embankment top cannot be easily determined, said buffer shall begin at the marsh, saw grass, other salt water growth, Or the high water mark, whichever is highest.

Environmental buffer is defined as an area in which no flora shall be removed or disturbed except for elevated walkway construction.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2023.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor

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

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Donald O. Burnette, Mayor, and Robin L. Fenwick, , City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

ANDREW AND SHRAVANTI HALPERN,
as individuals

Witness 1

Andrew Halpern

Print Name of Witness 1

Shravanti Halpern

Witness 2

Date: _____

Print Name of Witness 2

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Andrew Halpern, referred to in this agreement as “Owner.” He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Shravanti Halpern, referred to in this agreement as “Owner.” He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT A

Legal Description of the Owners' Property

Lot 8, Palmas Bay Club Subdivision, (Riverwood Phase III), according to the map or plat thereof, as recorded in Plat Book 39, Pages 145 and 146, Public Records of Volusia County, Florida.

Document Prepared By:

Robert A. Merrell III, Esquire
Cobb Cole
149 S. Ridgewood Ave. Suite 700
Daytona Beach, FL 32114

Return Recorded Document To:

City of Port Orange Records Clerk
1000 City Center Circle
Port Orange, FL 32129

**FOURTH AMENDMENT TO RIVERWOOD
PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT**

THIS FOURTH AMENDMENT TO RIVERWOOD PUD (PLANNED UNIT DEVELOPMENT) AGREEMENT ("Fourth Amendment") is made and entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida (the "City"), and **ANDREW AND SHRAVANTI HALPERN**, as individuals ("Owner").

WHEREAS, RIVERWOOD REAL ESTATE PARTNERS, LTD., a Florida Partnership and THE CHARLES WAYNE COMPANY, a Florida Partnership ("Original Developer") and THE CITY OF PORT ORANGE, a Florida Municipal Corporation ("City"), entered into a Development Agreement dated May 12, 1982, and recorded in Official Records Book 2357, page 1421, Public Records of Volusia County, Florida, which Development Agreement pertains to certain property as fully described therein, as amended by that certain First Amendment to Riverwood PUD (Planned Unit Development) Agreement, recorded in Official Records Book 2722, page 0777, Public Records of Volusia County, Florida (First Amendment), that certain Second Amendment to Riverwood PUD (Planned Unit Development) Agreement, recorded in Official Records Book 3754, page 1801, Public Records of Volusia County, Florida (Second Amendment), and that certain Third Amendment to Riverwood PUD (Planned Unit Development) Agreement, recorded in Official Records Book 3754, page 1085, Public Records of Volusia County, Florida (Third Amendment); and

WHEREAS, Owner is the real property owner for a portion of the Property subject to the original Planned Unit Development, described as Lot 8 of the Palmas Bay Club Subdivision, according to the map thereof recorded in Map Book 39, pages 145 and 146, Public Records of Volusia County, Florida, more particularly described in **Exhibit "A"**, attached hereto and made a part hereof by reference ("Owners' Property"); and

WHEREAS, Owner proposes to amend the Agreement as set forth herein in order to clarify the required setbacks for Owners' Property; and

WHEREAS, the City is willing to grant Owner's request, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

Section H. of the Agreement is amended as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

Section H. Lot Areas and Buffers.

There will be no minimum square footage requirement for lots, except that single family lots will be no less than 1/5 acre and estate lots will be no less than 1/2 acre.

There will be a fifty (50) foot environmental buffer between structures in the PUD and the highest part of the Spruce Creek embankment, except that for Lot 8 of the Palmas Bay Club Subdivision, according to the map thereof recorded in Map Book 39, page 146, Public Records of Volusia County, Florida a ±90-square-foot portion of one 350 square-foot elevated accessory structure may be located no closer than 40 feet from edge of water of the Spruce Creek; where the embankment top cannot be easily determined, said buffer shall begin at the marsh, saw grass, other salt water growth, Or the high water mark, whichever is highest.

Environmental buffer is defined as an area in which no flora shall be removed or disturbed except for elevated walkway construction.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2023.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor

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

Witness 2

Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Donald O. Burnette, Mayor, and Robin L. Fenwick, , City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

ANDREW AND SHRAVANTI HALPERN,
as individuals

Witness 1

Andrew Halpern

Print Name of Witness 1

Shravanti Halpern

Witness 2

Date: _____

Print Name of Witness 2

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Andrew Halpern, referred to in this agreement as “Owner.” He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Shravanti Halpern, referred to in this agreement as “Owner.” He or she is ☐ personally known to me or ☐ produced as identification and did not take an oath.

Notary Public

Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT A

Legal Description of the Owners' Property

Lot 8, Palmas Bay Club Subdivision, (Riverwood Phase III), according to the map or plat thereof, as recorded in Plat Book 39, Pages 145 and 146, Public Records of Volusia County, Florida.



STAFF REPORT

4th Amendment to the Master Development Agreement for the Riverwood Planned Unit Development Case No. PRZA-23-0001

REQUEST:	Amend the Master Development Agreement (MDA) for the Riverwood Planned Unit Development (PUD) to allow a portion of an elevated accessory structure within a 50-foot environmental buffer.
LOCATION:	6315 Palmas Bay Circle (Figure 1)
APPLICANT:	Jessica Gow, Esq., Cobb Cole
PROPERTY OWNER:	Andrew and Shravanti Halpern
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Denial (5-1, 1 absent) March 23, 2023
CITY COUNCIL:	May 2, 2023

REQUEST

The subject property is zoned Planned Unit Development (PUD) and is part of the Riverwood PUD. The Riverwood PUD was approved in 1982 and established a 149-acre residential subdivision adjacent to Spruce Creek. The proposed 4th Amendment to the Riverwood Master Development Agreement (MDA) is being requested by the applicant to address a current Code Enforcement case regarding the construction of an elevated accessory structure (to be referred to as the “structure”) without a building permit where a portion of the structure is in a 50-foot Environmental Buffer (buffer).

Figure 1. Location Map of Subject Lot



BACKGROUND

According to the Riverwood MDA, all lots in the PUD that abut Spruce Creek are required to have a 50-foot Environmental Buffer (to be referred to as the “buffer”) along the rear property line that abuts the creek/marsh where no vegetation shall be removed or disturbed except for the construction of an elevated walkway to access the creek from the rear of the lot. Typically, elevated walkways within this subdivision are built with wood posts, framing, and deck boards, and used for lot owners to access the creek. The walkways are typically four (4) feet wide and are elevated anywhere from slightly above the ground to four (4) feet above the ground.

In March 2022, Code Enforcement was contacted regarding the construction of a structure within the buffer at 6315 Palmas Bay Circle (subject property) and the over-trimming and removal of mangroves adjacent to the lot. In May 2022, the property owners submitted an after-the-fact building permit to permit the structure. The building permit submitted was for a 252-square-foot structure, elevated six (6) feet above grade. The structure included a wood deck platform with a ± 100 square-foot enclosed space with electric, along with a small second-level observation deck. However, during the review of the building permit, it was determined that a portion of the structure was within the buffer and the permit could not be approved.



Pictures taken of the elevated accessory structure by Code Enforcement in March 2022

In July 2022, a meeting was held with the property owners and City staff to review the building permit comments and options the property owners had to come into compliance

with the Riverwood MDA, Land Development Code (LDC), and Florida Building Code (FBC). The following options were discussed:

- 1) Remove the structure and rebuild it on the lot outside the buffer.
- 2) Remove the portions of the structure within the buffer and permit the portion of the structure outside the buffer.
- 3) Request an amendment to the Riverwood MDA and an amendment to the Palmas Bay Club subdivision plat to revise a plat note to allow the portion of the structure to remain within the buffer

The over-trimming and removal of the mangroves adjacent to this lot is under the jurisdiction of the Florida Department of Environmental Protection (FDEP) and not part of the requested MDA Amendment. The property owners were cited by FDEP for over-trimming and removal of mangroves and coordinated with FDEP on replanting measures and paid a \$5,500.00 fine to FDEP. According to the property owners and a representative from FEDP, replanting activities were completed before March 2023. FDEP will require a report with photos from the property owners every 6 months and FDEP will inspect the replanting as needed over the next five years before they close the case.



Pictures of FDEP Accepted Mangrove Replanting in March 2023

According to the updated survey provided by the applicant for the subject lot in early 2023 and aerial photographs from the Volusia County Property Appraiser's website, the following encroachment and impacts to the buffer have been determined:

- The overall footprint of the structure is 252 square-feet.
- The area of the structure located in the buffer is roughly ± 89 square feet of the 252 square-foot structure or 35% of the structure encroaches into the buffer.
- The area of the structure located outside the 50-foot buffer is roughly ± 163 square feet of the 252 square-foot structure or 65% of the structure is located outside the buffer.
- The area of the lot covered with the buffer is approximately 11,020 square feet and the portion of the structure that encroaches into the buffer is ± 89 square feet, which is less than 1% (0.81%) of the overall buffer area on the subject lot.

The graphic below shows the subject lot, the 50-foot Environmental Buffer on the subject lot, 252 square-foot structure, and the portions of the structure located within and outside the buffer. The graphic was created using the survey provided by the applicant for the

subject lot in early 2023 and aerial photographs from the Volusia County Property Appraiser's website.

According to the applicant, the property owners' preference is for the structure to remain in its current location since only a small portion of the structure is within the buffer. The portion of the structure (163 square feet) located outside the buffer is allowed per the Riverwood MDA and does not require the proposed amendment to remain. The request to amend the Riverwood MDA and Palmas Bay Plat is only to allow for the encroachment of ± 89 square feet of the structure into the buffer which is 0.81% of the overall buffer area on the subject lot.



PROPOSED AMENDMENT

The applicant is requesting to amend the Riverwood MDA to allow the subject lot to be allowed a ± 90 square-foot portion (rounded number used for the MDA Amendment) of one 252-square-foot elevated accessory structure within the 50-foot environmental buffer, no closer than 40 feet from the edge of the water of Spruce Creek.

According to the applicant, the portion of the structure (± 89 square feet) constructed in the buffer is elevated six (6) feet above the ground and does not result in an impact on the area within the buffer, the mangroves adjacent to the lot, or the creek. In addition, the applicant states that the structure is generally built like an elevated walkway with posts and wood deck boards with space for stormwater runoff and elevated off the ground as allowed by the Riverwood MDA within the buffer.

The applicant also states that the structure does not create any adverse environmental impacts and was built in a portion of the rear yard that has historically been manicured and there was no vegetation removed or damaged in the buffer as part of the build. As part of the application, the applicant provided pictures of the rear yard in 2017, before the purchase of the subject lot by the current property owners, taken from the Zillow real estate website that shows the buffer area on the subject lot has consisted of a manicured yard and mature trees for at least +6 years. According to the applicant, the property owners purchased the lot in February 2017 and were not aware of the buffer on their lot since the buffer area resembled the rest of their yard in appearance along with neighboring properties, or that a portion of the rear yard was not buildable. The impact of the mangroves was not related to or caused by the construction of the structure.



Photos from Zillow.com from 2017 before the current property owners purchased the subject lot showing a manicured rear yard

There are no specific criteria to be used as a base for staff recommendation for the requested MDA Amendment. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure, and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.). Staff compared the subject request to similar regulations in the City's Land Development Code (LDC).

An environmental protection measure within the LDC is the Flood-Plain Conservation zone (F-C Zoning District) which is typically applied to certain portions of properties along major water bodies in the city. Although the F-C Zoning District is not on the subject

property, the purpose and intent of the F-C Zoning District are worth referencing because it is similar to the 50-foot Environmental Buffer requirement in the Riverwood MDA. The F-C Zoning District is intended to protect persons and private property from the hazards of floodwater inundation and protect the community from costs that are incurred when urban development occurs in a flood plain, and conserve important natural and historic resources for ecological purposes and the enjoyment and education of future residents. According to the LDC, the F-C Zoning District allows structures, such as elevated paths, docks, and other outdoor recreation facilities provided the first-floor level is elevated at or above the flood hazard elevation and no filler material is used to achieve the finished floor elevation.

In the early 1990s, a requirement was added to the LDC that requires a 50-foot conservation easement landward of the top of the creek bank on newly created lots along Spruce Creek. The purpose of this easement is to provide for the preservation of existing native vegetation or, the planting of native vegetation if the disturbance of native vegetation has occurred in the past, and development within the easement area is limited to water-dependent uses such as docks and piers. Since the subject lot was platted in 1982 an easement is not on the subject lot, only the buffer restriction in the MDA. However, the buffer restriction in the MDA and the 50-foot conservation easement requirement are very similar in protecting the areas adjacent to Spruce Creek.

The applicant's request to allow the small portion of a built structure (± 89 square feet of the 252 square-foot structure) within the buffer is different than originally planned in the 1982 Riverwood MDA. However, the applicant states that the structure was designed in a manner generally consistent with an elevated walkway which is allowed by the MDA in the buffer. In addition, the applicant states that there are similar provisions in the LDC that would allow for certain types of elevated structures that are designed to minimize impacts on natural communities and adjacent properties to be constructed within the area adjacent to Spruce Creek. As stated above by the applicant, the structure does not create any adverse environmental impacts and was built in a portion of the rear yard that has historically been manicured and there was no vegetation removed or damaged in the buffer as part of the build.

According to the applicant, the property owners now understand that a building permit was necessary to construct the structure and these building restrictions would have been addressed during the permitting of the structure; and the structure could have been permitted if it had been located outside the buffer. However, since the structure has been built and design plans have been prepared and submitted to the City for review, the property owners are requesting approval of the MDA amendment to allow it to remain in its current location based on the following:

- The structure is located approximately six (6) feet above the base flood elevation (BFE) at an elevation of 12.4 feet. According to the LDC, any structure within the buffer area on the subject lot is to have a minimum elevation of 7.0 feet or one (1) foot above BFE (6 feet).
- Only ± 89 square feet of the 252-square-foot structure is located within the buffer. Therefore only 35% of the overall structure is in the buffer
- The structure meets all required building setbacks for the subject lot.

- The structure only encroaches ±89 square feet into the 11,020 square feet of 50-foot Environmental Buffer area on the subject lot, which is less than 1% (0.81%) of the overall area of the buffer.
- The ground under the structure was not disturbed beyond previous conditions as part of constructing the structure and it was built consistent with construction methods that allowed for an elevated walkway within the buffer, allowed by the MDA.

The proposed amendment has been reviewed and approved by the Staff Development Review Committee (Community Development, Public Utilities, Public Works, Police, Fire, and City Attorney's Office).

CONSISTENCY WITH COMPREHENSIVE PLAN

The original MDA was found to be consistent with the City's Comprehensive Plan and City's Future Land Use (FLU) Map when it was approved in 1982. The proposed 4th MDA Amendment does not change the FLU designation for the property, does not increase the number of allowed residential units, and is consistent with the general intent of the Comprehensive Plan and provisions in place to minimize impacts to natural communities and adjacent properties.

PUBLIC NOTICE

The property was posted by Staff on January 30, 2023, according to the City Council public notice policy adopted in 2014, notifying the adjacent properties of the proposed rezoning. As of the time this agenda item was prepared, there has been two phone calls on the proposed amendment.

RECOMMENDATION

Based on the portion of the structure located within the 50-foot Environmental Buffer being less than 1% of the overall buffer area (11,020 square feet), staff is recommending approval of the 4th Amendment to the Master Development Agreement for the Riverwood Planned Unit Development, subject to the following:

1. The area of impact for any structure, except a typical wooden walkway, within the buffer area on the subject lot, is limited to 90 square-feet; and
2. Review and approval by the City Attorney's Office for legal form and content.

NEXT STEPS

If the proposed 4th Amendment is approved, the property owners are still required to amend a plat note on the Palmas Bay Club subdivision plat and submit the necessary documents to receive approval of the building permit for the structure to resolve the ongoing Code Enforcement case.

ATTACHMENT

- Exhibit 1: 4th Amendment to the Master Development Agreement for the Riverwood Planned Unit Development (*See Ordinance Exhibit*)
- Exhibit 2: Application Request Letter and Support Materials
- Exhibit 3: Pictures taken by Code Enforcement March 2022

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Brandon T. Byers
Baylee D. Bunyard
Anne M. Kehrli
James P. Love III



Daytona Beach • DeLand

149 South Ridgewood Avenue, Suite 700
Daytona Beach, Florida 32114
(386) 255-8171
CobbCole.com

OF COUNSEL
Larry D. Marsh
Frederick B. Karl, Jr.

RETIRED
Thomas S. Hart

William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

January 9, 2023

VIA Mail

City of Port Orange
Attn: Penelope Cruz
Planning Manager
1000 City Center Cir.
Port Orange, FL 32129

Re: 4th Amendment to Riverwood PUD – Halpern Property

Dear Penny:

As you know, we represent the Halpern's in relation to a request for an amendment to the existing PUD for the Riverwood project to allow for a revised setback for an elevated accessory structure within their lot. The original PUD set forth a fifty (50) foot environmental buffer between structures in the PUD and the highest part of the Spruce Creek embankment, but allows for uses that do not disturb the existing flora. The original approved PUD provides an exception to the setback for elevated walkways, which allow for flora to continue growing without an overt impact. The accessory structure that was installed within the property is elevated, and does not result in an impact to the natural area within the environmental buffer. The structure allows for use and enjoyment of the property by the current owner, without creating adverse environmental impacts that the original PUD was intended to prevent.

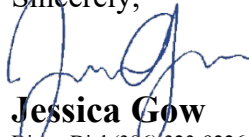
In support of this request, enclosed please find the following PUD application packet:

- PUD Application;
- Application Fee Check in the amount of \$6,500.00;
- Executed Authorization of Owner;
- Deed;
- Draft Fourth Amendment to Riverwood PUD Agreement.

City of Port Orange
Page 2 of 2

If you have any questions regarding this matter, please don't hesitate to contact me. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jessica Gow', is positioned above the printed name.

Jessica Gow

Direct Dial (386) 323-9226

Email Jessica.Gow@CobbCole.com

Fax (386) 323-9207

JLG/tmn
Enclosures



CITY OF PORT ORANGE

PUBLIC HEARING APPLICATION

Case No.

Date Application Received

Department of Community Development
1000 City Center Circle
Port Orange, Florida 32129

Telephone: (386) 506-5674
Fax: (386) 506-5699
Website: www.port-orange.org

Instructions: A pre-application conference must be held with Department Staff prior to filing an application for any of the items listed below. Please type all information (excluding signature lines). Application must be filled out accurately and completely in order to be accepted for processing. Do not leave any items blank.

NOTE TO APPLICANT: If you would like assistance in completing this form, please call or stop by the Department of Community Development, (386) 506-5674. Our offices are located on the second floor of City Hall, 1000 City Center Circle. Office hours are Monday through Friday 8:00 a.m. to 4:00 p.m.

Please Select Appropriate Application Type: PUD / PCD Amendment

(Public Notice sign for Rezoning, Future Land Use, and PUD/PCD applications will be installed by staff within 10 days of receiving the application.)

Name of Proposed Development: Fourth Amendment to Riverwood PUD Agreement

Property Address/Location: 6315 Palmas Bay Cir. Port Orange FL 32127

Short Parcel ID Number(s):

633806000080

Current Zoning Classification:

(select one of the following) PUD

Proposed Zoning Classification:

(select one of the following) PUD

Existing Use:

Current FLU Designation:

Rural Transition (0-2 units/acre)

Proposed FLU Designation:

Rural Transition (0-2 units/acre)

Property Size: 1.10 +/- acres

Description of Proposed Development:

Property Owner: Andrew Halpern

Authorized Agent's Name: Jessica Gow, Esq./ Cobb Cole

Address: 149 S. Ridgewood Ave. Suite 700

City, State, Zip: Daytona Beach, FL 32114

Email: Jessica.Gow@cobbcole.com

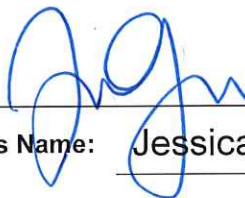
Phone: 386-323-9226

(Property owner(s) are required to sign Owner Affidavit of Authorization, page 3 of this application, if applicable.)

Engineer's Name: _____ Company: _____
Address: _____
City, State, Zip: _____
Email: _____ Phone: _____

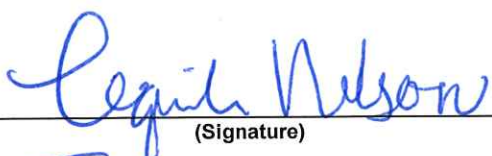
LEGAL ADVERTISING FEES: Processing and review fees do not cover the cost of any required legal advertising. Advertising fees will be billed separately through the City Clerk's office. If you have any questions regarding advertising fees, please contact the Deputy City Clerk at (386) 506-5566.

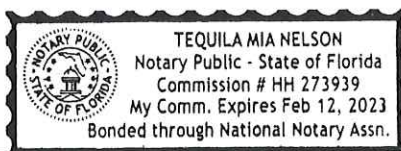
Applicant's Name: Jessica Gow, Esq. OBO Andrew Halpern
Address: 149 S. Ridgewood Ave. Suite 700
City, State, Zip: Daytona Beach FL 32114
Email: Jessica.Gow@cobbcole.com Phone: 386-323-9226
Applicant is: ☐ Owner ☐ Developer ☐ Contract Purchaser ☒ Agent

Applicant's Signature:  Date: 119123
Please Type Above Signatory's Name: Jessica Gow

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 119123 by Jessica Gow, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.
(Date) (Name of Person(s) Acknowledging) (Type of Identification)

 Notary Public, Commission No. HH273939
(Signature)
Tequila Nelson
(Name of Notary typed, printed or stamped)



Note: The following owner affidavit of authorization is only required when the Applicant is not the Property Owner.

OWNER AFFIDAVIT OF AUTHORIZATION

Andrew C. Halpern hereby authorizes Cobb Cole,
(Property Owner's Name) (Applicant's Name)

and its agents, to make application for PUD / PCD Amendment to
(Type of Application requested)
the City of Port Orange for property described on the attached application form.

Property Owner's Signature: Andrew C. Halpern

Please type first and last name of Signatory: Andrew C. Halpern

Date: 12/6/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

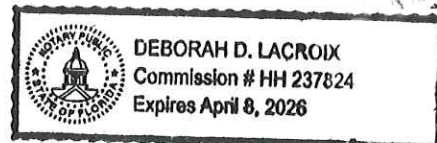
The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online
notarization on this 12/6/22 by Andrew C. Halpern, who is personally
(Date) (Name of Person(s) Acknowledging)

known to me or who has produced FLDL H416-003-68-292-0 as identification and who
(Type of Identification)

did (did not) take an oath.

Deborah D. Lacroix Notary Public, Commission No. _____
(Signature)

(Name of Notary typed, printed or stamped)



Andrew Halpern <ahalpern1@gmail.com>

4/15/2021 6:46 PM

Re: RWP ARC approval

To Kim Rosen <kimr@cliftonmanagement.com>

Thank you Kim.

Andrew Halpern

On Apr 15, 2021, at 6:42 PM, Kim Rosen <kimr@cliftonmanagement.com> wrote:

Hello,

Your ARC request to install a treehouse/playhouse has been approved by both Palmas Bay and Riverwood Plantation ARC committees. Color of treehouse/playhouse: natural wood. The approval is filed in your resident file should you need a copy.

Best regards,
Kim

ARCHITECTURAL SUBMITTAL

YOU MUST HAVE ASSOCIATION APPROVAL BEFORE APPLYING FOR CITY PERMITS

633806000080

OWNER ANDREW HALPERN LOT# 6315 PHONE# 315-225-6090

EMAIL AHALPERN1@GMAIL.COM

ADDRESS 6315 PALMAS BAY CIRCLE

TYPE OF SUBMITTAL (Please Check)

New Home Review ()

Addition ()

Modification ()

Fence ()

Tree Removal ()

Other ☒

TREEHOUSE / PLAYHOUSE
IN BACK YARD

Information Required For New Home or Addition- Must submit samples of colors for all material

One set of clean, concise, drafted to scale architectural plans of proposed building and or addition showing floor and all elevations. Include all necessary details to convey design and construction intent (typical wall sections, window treatments, roof venting, roof overhang, etc).

One set of plot plans indicating all setback dimensions from building and appurtenant structures, and location of proposed building and/or addition.

Specifications of materials to be used in construction:

- Exterior color: Roof SHINGLE Walls WOOD
Windows 3 Trim N/A Garage Doors N/A
Fence N/A Other _____
- Exterior Materials and Surface Treatments: Walls _____
Roof _____ Trim _____ Garage Door _____

Explanations to Clarify Any Of Above

PLAYHOUSE, FREESTANDING & WRAPPED AROUND
A TREE IN THE BACKYARD, location = middle
of distant backyard.

Date Received 4-1-2021

Committee Review Date 4-12-20 (PBC)

OWNER NOTIFICATION

Your request to the Architectural Review Committee is: APPROVED ☒ DENIED () for the following reasons:

Use of 'natural' wood colors agreed to with homeowner
RWP: BMW 4.13.2021 Other APC Building PBC HOA 4-12-

RWP: Leatherman 4/13/2021 Other 4/13/2021 4-13-

RWP: Barnett Holdings 4/13/2021 Homeowner notified on: 4-15-2021 BY [Signature] emailed attache

Describe work to be performed:

Exterior Painting must include actual paint sample(s), brand, color code, and color name. All areas to be painted, walls, trim, garage door, front door, shutters, etc. must have a labeled color sample (including white).

~~COLOR WILL MATCH HOUSE COLOR (EXTERIOR)~~

color will be natural wood
see 1st page.

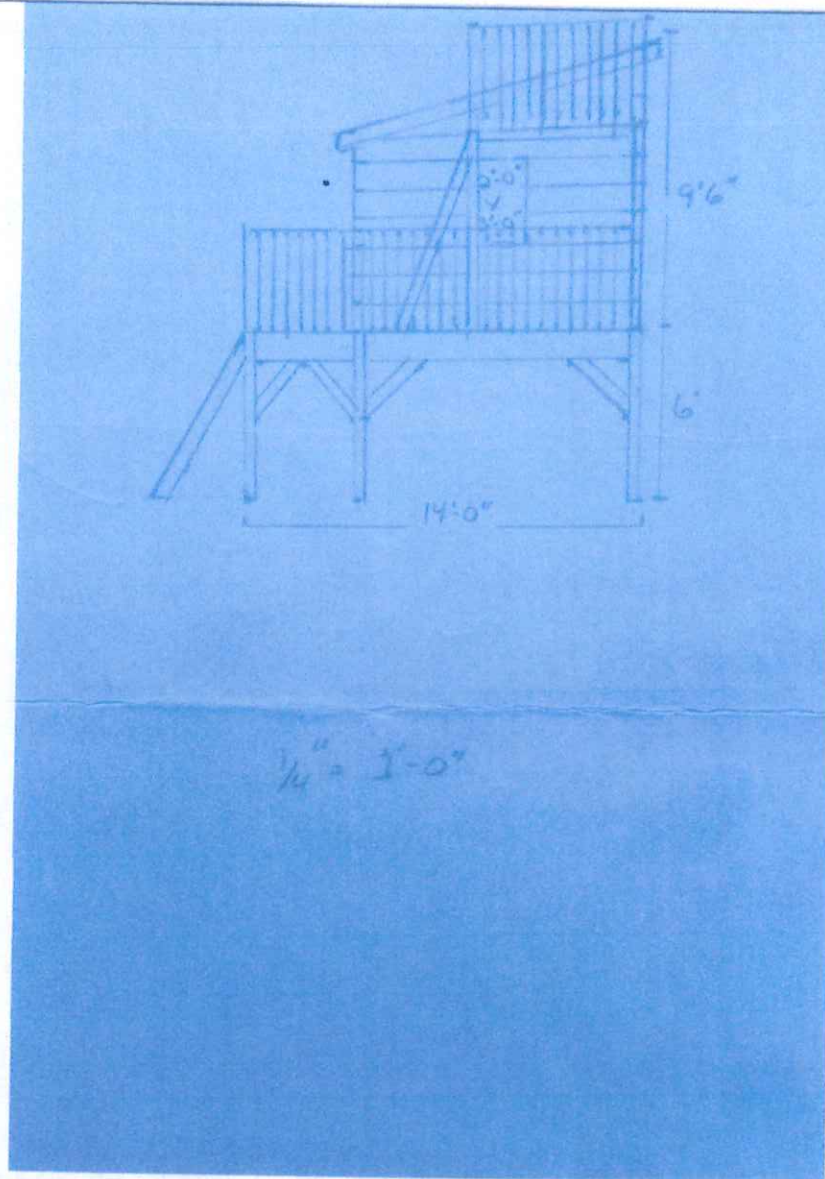
Sketches attached if applicable.

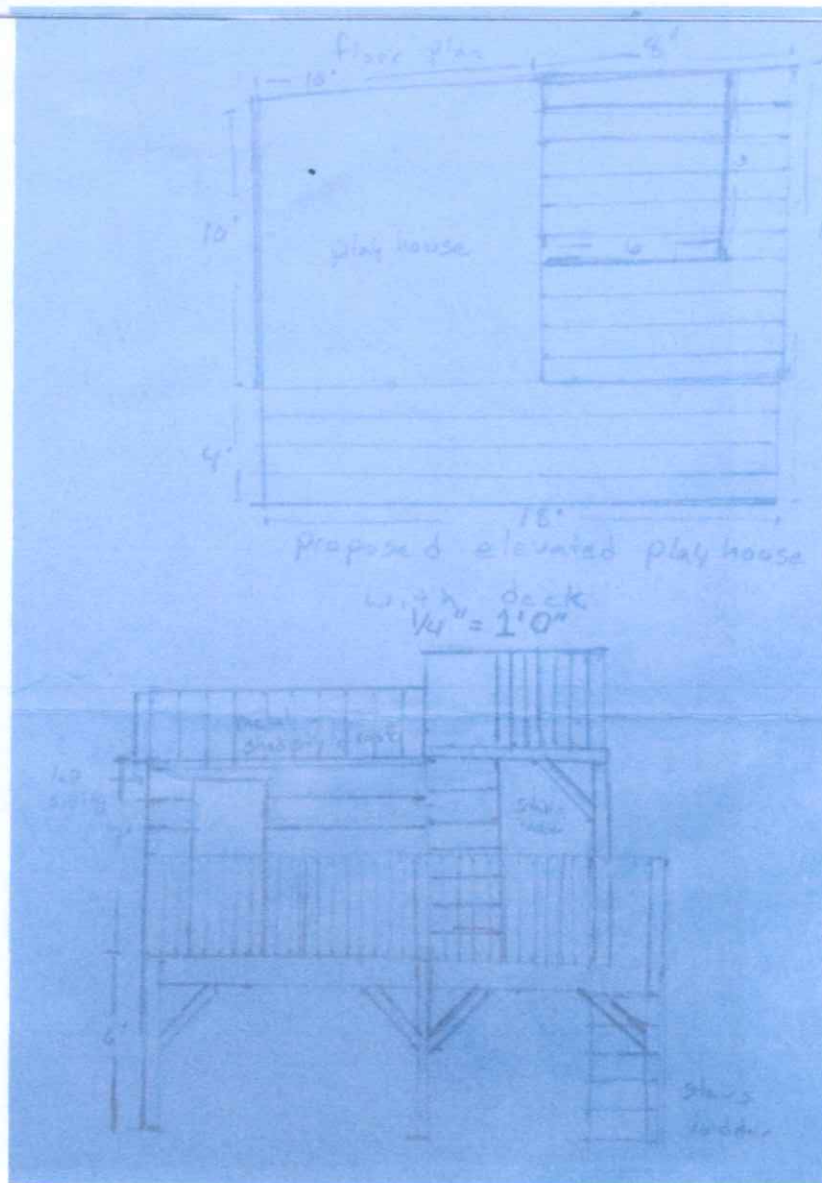
YOU MUST OBTAIN ALL NECESSARY CITY/COUNTY PERMITS, GOOD FOR 90 DAYS

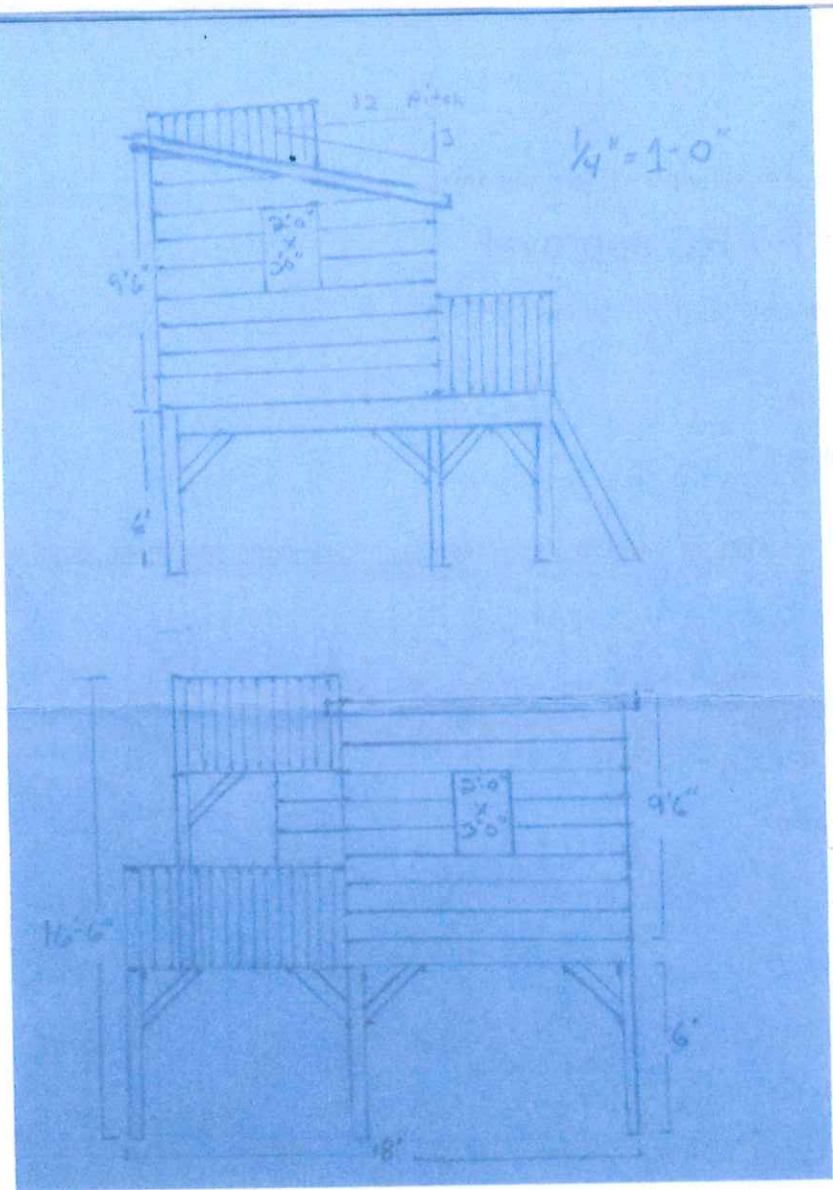
By my signature below, I agree, as owner of the above referenced property, to make only the modifications which have been approved by this document.


PROPERTY OWNER

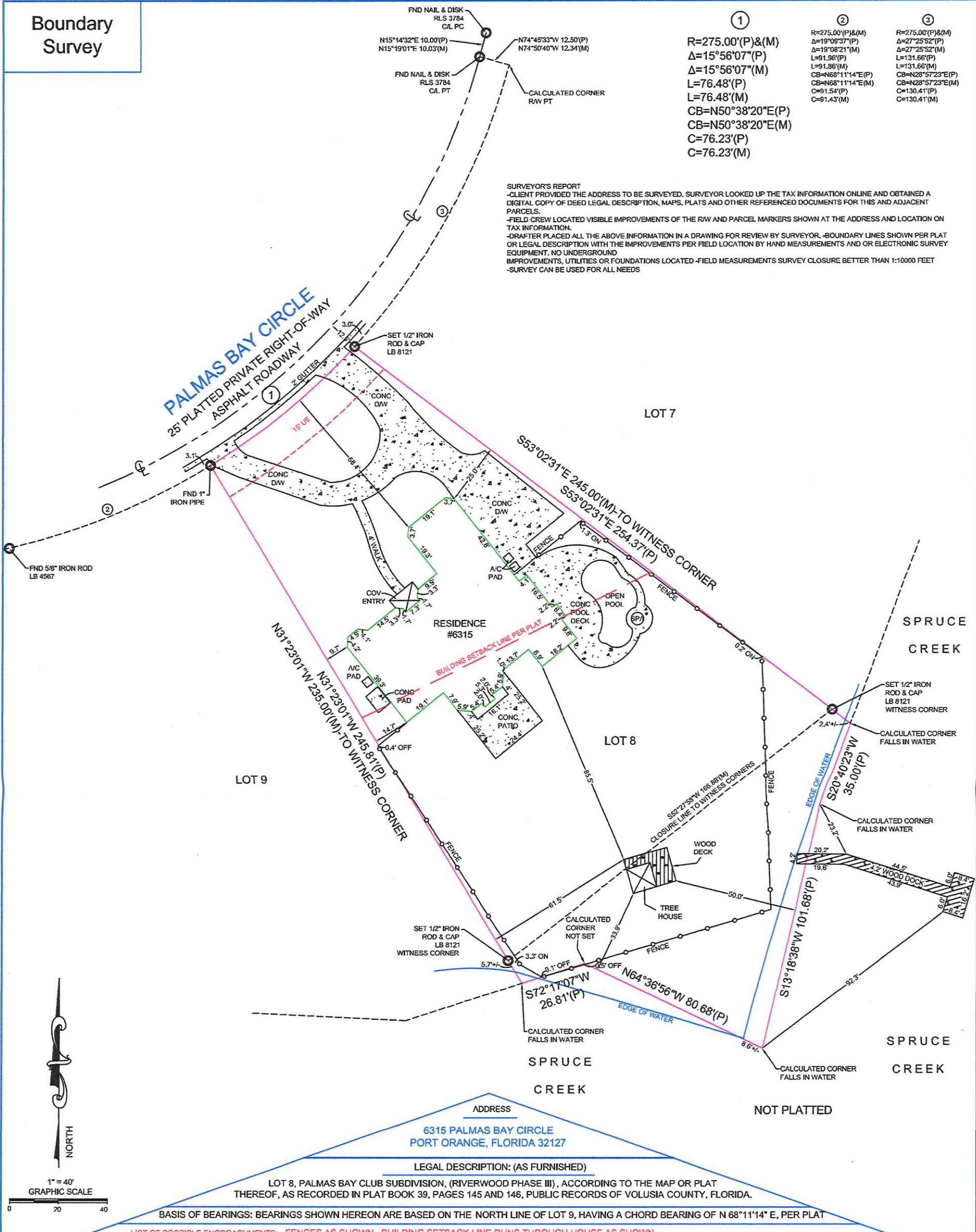
3/30/21
DATE







Boundary Survey



DLS #: D22-08-0115 CLIENT #: FIELD DATE: 10/24/22 DRAFTER: DJC APPROVED: BHH CERTIFIED TO: (AS FURNISHED) ANDREW HALPERN		LEGEND <table border="1"> <tr> <td>A/C</td> <td>- Air Conditioner</td> <td>P</td> <td>- Plat</td> </tr> <tr> <td>C</td> <td>- Calculated</td> <td>PB</td> <td>- Plat Book</td> </tr> <tr> <td>CL</td> <td>- Centerline</td> <td>PC</td> <td>- Point of Curvature</td> </tr> <tr> <td>CB</td> <td>- Concrete Block</td> <td>PI</td> <td>- Point of Intersection</td> </tr> <tr> <td>CM</td> <td>- Concrete Monument</td> <td>POB</td> <td>- Point of Beginning</td> </tr> <tr> <td>CONC</td> <td>- Concrete</td> <td>POC</td> <td>- Point of Commencement</td> </tr> <tr> <td>COV</td> <td>- Covered</td> <td>PP</td> <td>- Power Pole</td> </tr> <tr> <td>D</td> <td>- Description</td> <td>PRC</td> <td>- Point of Reverse Curvature</td> </tr> <tr> <td>DE</td> <td>- Drainage Easement</td> <td>PRM</td> <td>- Permanent Reference Monument</td> </tr> <tr> <td>DUE</td> <td>- Drainage & Utility Esmt</td> <td>R</td> <td>- Radius</td> </tr> <tr> <td>D/W</td> <td>- Driveway</td> <td>RAD</td> <td>- Radial</td> </tr> <tr> <td>ESMT</td> <td>- Easement</td> <td>R&C</td> <td>- Rebar & Cap</td> </tr> <tr> <td>F/E</td> <td>- Finished Floor Elevation</td> <td>RFD</td> <td>- Roofed</td> </tr> <tr> <td>FND</td> <td>- Found</td> <td>UE</td> <td>- Utility Easement</td> </tr> <tr> <td>IP</td> <td>- Iron Pipe</td> <td>WM</td> <td>- Water Meter</td> </tr> <tr> <td>L</td> <td>- Length (Arc)</td> <td>Δ</td> <td>- Delta (Central Angle)</td> </tr> <tr> <td>M</td> <td>- Measured</td> <td>W</td> <td>- Wood/PVC Fence</td> </tr> <tr> <td>N&D</td> <td>- Nail & Disk</td> <td>CL</td> <td>- Chain Link Fence</td> </tr> <tr> <td>NR</td> <td>- Non-Radial</td> <td></td> <td></td> </tr> <tr> <td>OHU</td> <td>- Overhead Utility Line</td> <td></td> <td></td> </tr> <tr> <td>ORB</td> <td>- Official Records Book</td> <td></td> <td></td> </tr> </table>		A/C	- Air Conditioner	P	- Plat	C	- Calculated	PB	- Plat Book	CL	- Centerline	PC	- Point of Curvature	CB	- Concrete Block	PI	- Point of Intersection	CM	- Concrete Monument	POB	- Point of Beginning	CONC	- Concrete	POC	- Point of Commencement	COV	- Covered	PP	- Power Pole	D	- Description	PRC	- Point of Reverse Curvature	DE	- Drainage Easement	PRM	- Permanent Reference Monument	DUE	- Drainage & Utility Esmt	R	- Radius	D/W	- Driveway	RAD	- Radial	ESMT	- Easement	R&C	- Rebar & Cap	F/E	- Finished Floor Elevation	RFD	- Roofed	FND	- Found	UE	- Utility Easement	IP	- Iron Pipe	WM	- Water Meter	L	- Length (Arc)	Δ	- Delta (Central Angle)	M	- Measured	W	- Wood/PVC Fence	N&D	- Nail & Disk	CL	- Chain Link Fence	NR	- Non-Radial			OHU	- Overhead Utility Line			ORB	- Official Records Book			FLOOD ZONE INFORMATION (FOR INFORMATIONAL PURPOSES ONLY) SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE X, AREA OUTSIDE OF THE 100 YEAR FLOODPLAIN, FLOOD ZONE X500, 500 YEAR FLOODPLAIN, AND FLOOD ZONE AE, 100 YEAR FLOODPLAIN, BASE FLOOD ELEVATION = 7', PER F.I.R.M. PANEL NUMBER 12127C 0528J LAST REVISION DATE 09/29/17	
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EXHIBIT 3

Pictures taken of the elevated accessory structure by Code Enforcement in March 2022









CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/16/2023

SUBJECT: (G18) Approval of a Special Exception to allow off-site parking at 3640 Nova Road (Case No. CUSE-23-0001)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Special Exception request to allow off-site parking at 3640 Nova Road to provide additional parking for Giuseppe's Steel City Pizza restaurant (3656 Nova Road).

SUMMARY: Planning Commission Action (4/27/23): Recommended Approval 6-0

Zahn Engineering, Inc., the applicant on behalf of the property owners, Joseph and Christina Mialki, has applied for a Special Exception to allow off-site parking at 3640 Nova Road. The off-site parking would be on an ±0.7-acre property north of Giuseppe's Steel City Pizza restaurant (3656 Nova Road), across Gordon Street. The Special Exception criteria for the proposed off-site parking lot (parking, landscaping, screening, access, traffic generation, etc.) have been met. If the Special Exception request is approved, the property owners intend to construct a 42-space parking lot at 3640 Nova Road to provide additional parking for the restaurant.



An off-site parking lot is allowed in all non-residential zoning districts by Special Exception, and both parcels (3640 and 3658 Nova Road) have non-residential zoning. According to the Land Development Code (LDC), “a special exception is a use that would not be appropriate without restriction, but which, if controlled as to number, area, location or relation to the surrounding area, would promote public health, safety, and general welfare.”

According to the applicant, the popularity of the restaurant has led to the need for additional parking, above the minimum number of parking spaces required by the LDC. The property owners purchased the subject property to provide additional parking for the restaurant. The off-site parking lot will be used for employees and overflow parking for restaurant customers during peak hours and special events. According to the restaurant owners, there are typically 55 employees on a Friday and Saturday evening shift and 45 employees on the weekday evening shift.

A site plan for the off-site parking lot has been prepared and reviewed by staff. The site plan for the off-site parking lot has been designed to meet all requirements in the LDC including but not limited to parking space and drive aisle dimensional criteria, stormwater, and landscaping. Stormwater drainage is provided through swales on all sides of the parking lot and, after it has been treated, it is discharged into a FDOT drainage structure on Nova Road. As required by the LDC, there will be a 20-foot

landscape buffer along Nova Road, a 10-foot landscape buffer along Gordon Street, and a 5-foot landscape buffer along the north and west perimeters, with a 6' tall privacy fence along the west perimeter.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	STAFF REPORT	STAFF REPORT.pdf
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Penelope Cruz	Created/Initiated - 4/28/2023
Tim Burman	Approved - 4/28/2023
Shannon Balmer	Approved - 4/28/2023
Wayne Clark	Approved - 5/5/2023
Tracee Cody	Final Approval - 5/5/2023



STAFF REPORT

Special Exception for Off-Site Parking CASE NO. CUSE-23-0001

REQUEST:	To allow off-site parking at 3640 Nova Road.
LOCATION:	3640 Nova Road
PROPERTY OWNERS:	Joseph Mialki, III and Christina Mialki
APPLICANT:	Pete Zahn, P.E., Zahn Engineering, Inc.
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (6-0, 1 absent) April 27, 2024
CITY COUNCIL:	May 16, 2023

Introduction

Zahn Engineering, Inc., the applicant on behalf of the property owners, Joseph and Christina Mialki, has applied for a Special Exception to allow off-site parking at 3640 Nova Road. The off-site parking would be on an ± 0.7 -acre property north of Giuseppe's Steel City Pizza restaurant (3656 Nova Road), across Gordon Street (Figure 1). If the Special Exception request is approved, the property owners intend to construct a 42-space parking lot at 3640 Nova Road to provide additional parking for the restaurant.

Figure 1. Location map



An off-site parking lot is allowed in all non-residential zoning districts by Special Exception, and both parcels (3640 and 3658 Nova Road) have non-residential zoning. The subject property for the off-site parking lot is zoned Community Commercial (CC). According to the Land Development Code (LDC), “a special exception is a use that would not be appropriate without restriction, but which, if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety, and general welfare.”

According to the applicant, the popularity of the restaurant has led to the need for additional parking, above the minimum number of parking spaces required by the LDC. The property owners purchased the subject property to provide additional parking for the restaurant. The off-site parking lot will be used for employees and overflow parking for restaurant customers during peak hours and special events. According to the restaurant owners, there are typically 55 employees on a Friday and Saturday evening shift and 45 employees on a weekday evening shift. A site plan for the off-site parking lot has been prepared and reviewed by staff (Figure 2).

Figure 2. Off-Site Parking Lot Layout



Special Exception Development Standards

All Special Exception uses are required to meet a uniform list of development standards, encompassing traffic generation, landscaping and buffering, and others [Ch. 18, Sec. 2(d)(2) of the LDC]. The following are the development standards and how they apply to the request.

Standard Special Exception Development Standards:

1. *Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety.*

The proposed off-site parking lot will be accessed by a driveway on Gordon Street and Nova Road. According to the property owners, the intent is for employees to park in the off-site parking lot, so parking spaces are available in the on-site restaurant parking lot for customers. Traffic should not increase above current conditions as there is no expansion to the restaurant.

2. *Off-street parking, loading, and service areas shall be provided and located such that there is no adverse impact on adjoining properties beyond that generally experienced in the district.*

There are no anticipated adverse impacts on adjoining properties. The request for the off-site parking lot would provide additional parking spaces above the minimum required by the LDC. The site plan for the off-site parking lot has been designed to meet all requirements in the LDC.

The existing restaurant site has been constructed to comply with the parking and loading area requirements in the Land Development Code (LDC).

3. *Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses.*

As part of the site plan for the off-site parking lot, landscape buffers and interior parking lot landscaping will be installed in accordance with the LDC. The LDC requires a 20-foot landscape buffer along Nova Road, a 10-foot landscape buffer along Gordon Street, and a 5-foot landscape buffer along the north and west perimeters, with a 6' tall privacy fence along the west perimeter.

4. *Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district to the greatest extent possible and be sensitive to surrounding development.*

There are no buildings or signage proposed with the off-site parking. However, if signage is added in the future, it will be required to comply with the design and location requirements in the LDC. The 6' tall privacy fence to be installed along the west perimeter will comply with the design and location requirements in the LDC.

5. *Size, location, or number of special exception uses in an area shall be limited to maintain the overall character of the district as intended by this code.*

The proposed off-site parking lot is near the restaurant and will be designed to meet all landscape and parking lot design requirements in the LDC and is not anticipated to change the character of the area.

In addition to the standard development requirements for all special exceptions, off-site parking must also comply with additional development requirements [Ch. 18, Sec. 3(b)(15) of the LDC]. The following are the additional development requirements and how they apply to the request.

Specific Off-Site Parking Development Requirements:

- (a) *The location of off-site parking spaces shall adequately serve the use for which they are intended. The following factors shall be considered:*

- (1) *Proximity of the off-site parking spaces to the use that they will serve.*

The off-site parking area is approximately ± 40 feet from the restaurant, across Gordon Street, a low-volume local road.

- (2) *Ease of pedestrian access to the off-site parking spaces.*

Employees and customers will use the existing Nova Road sidewalk and cross the intersection of Nova Road and Gordon Street to go to and from the off-site parking lot and the restaurant. The proposed site plan for the off-site parking lot includes a sidewalk connection to the 8-foot-wide Nova Road sidewalk.

Figure 3. Photo of Existing Sidewalk and Crosswalk



- (3) *Whether the off-site parking spaces are compatible with the use intended to be served, e.g., off-site parking is not ordinarily compatible with high turnover uses such as retail.*

The off-site parking lot is compatible with the sit-down restaurant it is intended to serve. Traffic is not anticipated to increase above what it is currently as there is no expansion to the restaurant. According to the applicant, the primary user of the off-site parking lot is intended for restaurant employees; therefore, vehicular turnover would generally be limited to shift changes and customers entering/exiting during peak times for the restaurant or special events. According to the applicant, the daily peak time for the restaurant is between 5 pm to 7 pm.

- (b) *The location of off-site parking spaces shall not create unreasonable:*

- (1) *Hazards to pedestrians:* Pedestrians will walk from the parking lot to the southeast corner of the parking lot, where there will be a sidewalk connection from the parking lot to the existing Nova Road sidewalk, then cross Gordon Street using the existing crosswalk and continue along the existing Nova Road sidewalk to access the restaurant. The landscape plan provides clear visual clearance areas for pedestrian and vehicular visibility.
- (2) *Hazards to vehicular traffic:* The proposed off-site parking lot will have access points from Gordon Street and Nova Road. Vehicles entering or exiting the off-site parking lot are not anticipated to result in hazards to vehicular traffic.
- (3) *Traffic congestion:* The number of vehicles visiting the area is not anticipated to increase since the number of seats in the restaurant is not increasing. With the Special Exception's approval, restaurant parking would be concentrated in two locations with controlled access points.
- (4) *Interference with access to other parking spaces in the vicinity:* Interference with access to additional parking in the area is not anticipated.

- (c) *The developer shall furnish a written agreement or attach off-site parking by deed to the parcel to which such parking is designed to serve, approved in form by the city attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve.*

The applicant will be required to prepare an agreement to ensure the continued availability of the off-site parking lot for its intended use. The agreement must be reviewed and approved by the City Attorney before City Council hears this request.

RECOMMENDATION

Staff recommends approval of the Special Exception to allow an off-site parking lot at 3640 Nova Road to support the restaurant at 3658 Nova Road, subject to the following:

1. An agreement to assure access to the off-site parking lot for the use it is intended to serve being reviewed and approved by the City Attorney before the City Council hears this request.

ATTACHMENT

Exhibit A – Applicant's Letter of Request

ZAHN ENGINEERING, INC.
Land Planning • Civil Engineering • Permitting

March 23, 2023

Penelope Cruz
Planning Manager
City of Port Orange
1000 City Center Cir
Port Orange, FL 32129

ZEI#241

Re: Giuseppe's Special Exception

Dear Penny:

The purpose of this letter is to provide additional information regarding our Application for a Special Exception for parking on the parcel just north of Giuseppe's Restaurant, in particular, justification of the request.

- The business has gone to the point that additional parking is desired/required.
- The property is the closest available for development to a parking lot.
- The parcel began as a modification to the Site Plan for Giuseppe's and has gone through a complete review with respect to paving, grading, stormwater management, landscaping and FDOT driveway and drainage design.
- Based on the Site Plan review process, code requirements for setbacks, buffers, traffic, etc., as called out in General Requirements, Ch 18, Section 2(d)(2) are met.
- There are no structures, therefore no water or sewer service or building plans.
- The location will adequately serve the use for which it is intended (additional parking for Giuseppe's).
- The location will not create unreasonable hazards to pedestrians, hazards to vehicular traffic, traffic congestion or interfere with access to other parking spaces in the vicinity.

The owners decided to pursue the Special Exception in lieu of Site Plan Modification due to some constraints with the mortgage holder, which made the Special Exception route more palatable.

If you have any questions regarding the above, please call or email.

Sincerely,

ZAHN ENGINEERING, INC.



Pete Zahn, P.E.

CC: Owner
Project File
Tracer File

150 S Palmetto Ave, Ste 201 • Daytona Beach, FL 32114
Phone: (386) 252-0020 • Fax: (386) 252-6050
www.zahneng.com