



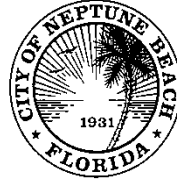
**AGENDA**  
**Regular City Council Meeting**  
**Monday, March 4, 2024, 6:00 PM**  
**Council Chambers, 116 First Street, Neptune Beach, Florida**

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS / NONE
3. APPROVAL OF MINUTES
  - A. **February 4, 2024, Regular City Council Meeting**  
**February 20, 2024, Special City Council Meeting**  
**February 20, 2024, Workshop City Council Meeting** p. 3
4. COMMENTS FROM THE PUBLIC
5. COMMUNICATION / CORRESPONDENCE / REPORTS p. 5
  - A. City Manager Report
  - B. Overview of City Projects
6. CONSENT AGENDA / NONE
7. VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE
8. ORDINANCES
  - A. ORDINANCE NO. 2024-01, SECOND READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Creating Chapter 22, Article VI, Sections 22-101 through 22-105, Automated Traffic Enforcement; Providing for Severability; and Providing an Effective Date p. 26
  - B. ORDINANCE NO. 2024-02, SECOND READ AND PUBLIC HEARING, An Ordinance of the City of Neptune Beach, Florida, Creating Chapter 14, Sections 14-12, Park Hours, and 14-13, Loitering, Soliciting, Begging, Etc., in Public Offices or Buildings Open to the Public; Providing for Severability; and Providing an Effective Date p. 37
9. OLD BUSINESS / NONE
10. NEW BUSINESS
  - A. Consideration of Approval of Water Reclamation Facility - Sand and Grit Removal p. 42
  - B. Consideration of Approval of Water Reclamation Facility - Stormwater Design Services (South Street, Myra Street and Margaret Street) p. 114
  - C. Davis Creek Erosion Control Pilot Program (Information Only) p. 131
11. COUNCIL COMMENTS
12. ADJOURN



Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.

- **To use a kiosk:** Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.
- **To use the Flowbird app:** Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



**Agenda Item #3**

**MINUTES  
REGULAR CITY COUNCIL MEETING  
MONDAY, FEBRUARY 5, 2024, 6:00 P.M.  
NEPTUNE BEACH CITY HALL  
116 FIRST STREET  
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, February 5, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

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|-------------|---|---|
| Attendance: | <b>ATTENDANCE:</b><br>Mayor Elaine Brown<br>Vice Mayor Kerry Chin<br>Councilor Lauren Key<br>Councilor Nia Livingston<br>Councilor Josh Messinger | <b>STAFF:</b><br>City Manager Richard Pike<br>City Attorney Zachary Roth<br>Chief of Police Michael Key<br>Chief Financial Officer Jaime Hernandez<br>Community Development Director Heather Whitmore<br>Public Works Director Deryle Calhoun<br>Parks and Sustainability Director Colin Moore<br>City Clerk Catherine Ponson |
|-------------|---|---|

|                                |  |
|--------------------------------|--|
| Call to Order/Roll Call/Pledge | Mayor Brown called the meeting to order at 6:00 p.m. and Councilor Messinger led the Pledge of Allegiance. |
|--------------------------------|--|

**AWARDS / PRESENTATIONS / RECOGNITION OF GUESTS**

|                      |  |
|----------------------|--|
| Swearing In Ceremony | <u>Swearing In Ceremony.</u> Mayor Brown administered the Oath of Office to new Neptune Beach Police Officer Jacob Rhoden. |
|----------------------|--|

|                     |   |
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| Officer of the Year | <u>Neptune Beach Police Department Officer of the Year.</u> Chief of Police Michael Key presented the 2023 Officer of the Year Award to Officer Patrick Carlson. Officer Carlson was also presented the award for 2019. |
|---------------------|---|

**APPROVAL OF MINUTES**

|         |                                      |
|---------|--------------------------------------|
| Minutes | Made by Livingston, seconded by Key. |
|---------|--------------------------------------|

**MOTION: TO APPROVE THE FOLLOWING, AS AMENDED:**

**January 2, 2024, Regular City Council Meeting**  
**January 16, 2024, Penman Road Open House/Special Workshop**

Roll Call Vote:  
Ayes: 5-Key, Livingston, Messinger, Chin, and Brown  
Noes: 0

**MOTION CARRIED**

**PUBLIC COMMENT**

Public Comment Fletcher High School Beach Volleyball Coach Tanner Bell and Team Captains Alyssa Fraser and Abigail Givens thanked the Council and the City of Neptune Beach for their efforts in having volleyball courts installed on the beach in order to provide a safe place to play.

Councilor Key commented that with the support of the Council, City, and City Manager, she is happy that the team was able to have everyone come together to accomplish and improve something in the community.

Brent Rogers, 1932 Strickland Road, Neptune Beach, spoke regarding the Penman Road project. He requested Council tell the City of Jacksonville to not move forward yet with the project in order to make sure comments are incorporated into the scope and the plan.

**CITY MANAGER REPORT**

City Manager City Manager Richard Pike reported that the City is off to a busy year so far. Capital requests for next year are being compiled. He added that Public Works would be presenting information at this meeting.

Police Chief Chief of Police Michael Key announced appointments within the Police Department, which include Liam Toal to the rank of Commander and Elaine Dean to Services Division Supervisor. The monthly report for January would be ready by the end of the week. The department is actively hiring for a police officer and one dispatcher position. They are finishing the service weapon upgrade. There would be upcoming draft ordinances to propose. The DONNA run and Pete’s 90<sup>th</sup> celebrations were held with moderate success.

**VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS**

DP24-01, 2231 Marsh Point Rd **DP24-01**, Application for Preliminary Development Plan as outlined in Chapter 27 Article II Division 3 “Platting Requirements” of the Unified Land Development Code of Neptune Beach for Anthony Middleton for the property at 2231 Marsh Point Road (RE# 173435-0000).

Community Development Director Heather Whitmore explained that Application DP 24-01 is a request for a subdivision plat approval as outlined in Chapter 27, Division 3, Platting Requirements of the Unified Land Development Code. The property is located at the southeast corner of Marsh Point Road and Kings Circle South. The subject lot is a large irregularly shaped nonconforming “flag” lot with an existing condominium. The property is approximately 9,254 square feet and is located in the R-4 district. The R-4 district has a minimum lot width requirement of fifty feet, and a minimum lot area of 4,356 square feet.

The applicant is requesting to subdivide the .21 acre (9,254 square feet) parcel into two lots. The granting of the subdivision would create two lots (lot one being 4,622 square feet) and (lot two being 4,632 square feet).

The subject lot split was approved by the Community Development Board for variance V23-10 on October 11, 2023, to permit the subdivision of an existing nonconforming lot. The subdivision will split the lot to create a conforming lot with approximately sixty feet of frontage along Kings Circle S. The new lot will have 4,632 square feet in lot area. The remaining lot will maintain its existing 34-foot frontage along Marsh Point Road and have 4,622 square feet in lot area. The newly created lot will adhere to all R-4 development standards. The remaining lot will continue to adhere to R-4 size, setbacks, and impervious surface development standards.

Ms. Whitmore reported that the Community Development Board reviewed and approved this replat at the January 17, 2024, board meeting. Staff is recommending approval of Application DP24-01 for 2231 Marsh Point Road.

Council Questions/  
Discussion

Vice Mayor Chin commented that there may be some concern about the subdivision of the lot. Both of the new lots would exceed the minimum lot size requirement. The new lot would not require a variance to build on. The lot with the existing home on it is too narrow for the current code. The variance that was passed was to approve an existing condition.

Ms. Whitmore stated the lot was an existing nonconforming flag lot. She answered Vice Mayor Chin’s inquiry that there was no indication that the homeowner would ask for a variance for the newly created lot. The new lot meets all of the minimum standards.

Councilor Messinger expressed that Vice Mayor Chin had perfectly articulated the concerns and this is something worth approving.

Made by Messinger, seconded by Key.

**MOTION: TO APPROVE DP 24-01, FOR 2231 MARSH POINT ROAD (RE#173435-0000)**

Roll Call Vote:

Ayes: 5-Livingston, Messinger, Key, Chin, and Brown

Noes: 0

**MOTION CARRIED**

**NEW BUSINESS**

Res. No. 2024-01, CDB Appts.

Resolution No. 2024-01, A Resolution Appointing Members to the Community Development Board.

|                |                  |                        |            |            |
|----------------|------------------|------------------------|------------|------------|
| Rhonda Charles | Alternate Member | 2 <sup>nd</sup> 1-year | 02/06/2024 | 02/06/2025 |
| Marc Boran     | Alternate Member | 2 <sup>nd</sup> 1-year | 02/06/2024 | 02/06/2025 |
| Lynda Padrta   | Alternate Member | 1 <sup>st</sup> 1-year | 02/06/2024 | 02/06/2025 |

Councilor Messinger pointed out that these are existing alternate members already on the Community Development Board. They have proven well and competent in their duties. He sees no reason not to continue their service.

Made by Messinger, seconded by Key.

**MOTION: TO ADOPT RESOLUTION NO. 2024-01, APPOINTING MEMBERS TO THE COMMUNITY DEVELOPMENT BOARD**

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

**MOTION CARRIED**

City Hall Exterior Color Scheme

City Hall Exterior Color Scheme. City Manager Richard Pike introduced Kathleen Franza, owner of KMH Design. Her office is in the Beaches Town Center and he asked her to

design a color scheme for City Hall exterior that goes with the area. She presented three color palettes. He is asking Council for direction on which palette to move forward with. Mr. Pike stated he liked Palette One.

Ms. Franza described how she came up with the color designs. She picked colors that were timeless and would blend in with the surrounding areas. She added that they had considered the colors in the city logo(seal) when designing the scheme.

Vice Mayor Chin stated he was leaning toward Color Palette #1. The only thought he had would be to have the main volume also be alabaster with the corners being the contrast.

Councilor Key commented that she prefers Color Palette #1 as designed. She favors the blue, the gray, and the alabaster.

Councilor Livingston stated she likes Color Palette #1 as designed. She likes gray tones. The trend is getting away from the beiges. It also compliments the logo nicely.

Councilor Messinger agrees with Councilors Key and Livingston and likes Color Palette #1 as designed. He likes the contrast that the color anchors the front and carries to the back.

Mayor Brown expressed that she likes Color Palette #1 as well.

Councilor Key mentioned that she would like to see some sort of uniformity among all of the government buildings. Once it is time for a building to be painted, we could use the same color palette for government buildings.

Councilor Messinger agreed with Councilor Key that we have a consistency moving forward.

**CONSENSUS: APPROVAL OF COLOR PALETTE #1 AS DESIGNED FOR THE CITY HALL EXTERIOR**

Electric Services Agreement

Electric Service Agreement between City of Jacksonville Beach and City of Neptune Beach. City Manager Pike explained that after reviewing the contract between Beaches Energy and the City of Neptune Beach, he found it was last negotiated on October 7, 2002. According to the contract, it would stay in effect for ten years and then would go to a year-to-year lease. He is seeking direction from Council to move forward with the City of Jacksonville Beach to renegotiate and update this contract. He has also requested the contracts that Beaches Energy has with St. Johns County and Clay County to see their terms.

Vice Mayor Chin asked if this would come back to Council after more research has been done with the other contracts?

Mr. Pike stated that it would need Council approval once the new agreement is reached.

Councilor Messinger commented that after speaking with our City Attorney, this process does not confine the City to one vendor. We still have the ultimate authority to pick the vendor that we see as the best knowing there are intangibles. He added we would be remiss not to approach the Jacksonville Electric Authority (JEA) so there is competition to drive the best benefit. He also pointed out that we are engaged with The Southern Group as our lobbyist who has dealt with utilities. Our Public Works Director has a vendor who has done utility negotiation. It would be worthwhile to talk to these companies to get the best deal possible for our residents.

Mayor Brown agreed that if we can get the best deal possible, we should reach out to the other companies. She requested the City Manager bring this back to Council to review.

Wastewater  
Manhole  
Rehabilitation

Wastewater Manhole Rehabilitation. Public Works Director Deryle Calhoun reported there are nineteen manholes east of Third Street which require repair of the lining system and other maintenance. This request is to make repairs to the liners. While that work is being done, the request includes repairs to the bench, which is the bottom of the manhole where the sewage flows through.

Made by Messinger, seconded by Chin.

**MOTION: TO AWARD THE WASTEWATER MANHOLE REHABILITATION TO CONCRETE CONSERVATION, LLC IN THE AMOUNT OF \$42,200.00**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Inflow &  
Infiltration  
Investigation

Engineering Support for Wastewater Collection System Inflow and Infiltration(I&I) Investigation. Mr. Calhoun explained the City has an active Consent Order with the Florida Department of Environmental Protection to resolve sewer overflows which occurred in September of 2022 during a period of heavy rainfall. I&I during that period was estimated at 660,000 gallons per day. For perspective, the current 12-month average flow for the treatment plant is approximately 725,000 GPD.

The Consent Order required an assessment of the wastewater collection and transmission system; the estimate for I&I on any given day is 150,000 - 220,000 GPD. Mr. Calhoun stated he had submitted the fourth quarter update to FDEP and asked to close the Consent Order. The work is going to go on to look for those I&I sources.

I&I adds to treatment costs, reduces capacity in pipes and is required by FDEP to be eliminated as much as practical. The engineering support proposal for consideration will identify pipes to be targeted and support staff in managing contractors for the field work, amongst other tasks noted. Saltus Engineering, Inc. has a continuing services contract with CONB.

Made by Messinger, seconded by Chin.

**MOTION: TO AWARD TO SALTUS ENGINEERING A CONTRACT NOT TO EXCEED \$17,500.00 FOR ENGINEERING SUPPORT FOR INFLOW AND INFILTRATION INVESTIGATION**

Roll Call Vote:

Ayes: 5-Livingston, Messinger, Key, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Plant 1 Return  
Sludge  
Modification

Water Reclamation Facility Plant 1 Return Sludge Modification. Mr. Calhoun advised that FDEP would modify the Consent Order for the failure to meet nitrogen limits due to the efforts being made and give additional time to make improvements.

Mr. Calhoun reported that bio-organisms are returned to the treatment process in Plant 1 utilizing draft tubes in the settling tanks, or clarifiers. Staff have struggled to maintain

proper flow through the tubes and have now resorted to manually draining the tanks as needed twice per day. This process is both time consuming and subjects the treatment process to slug flow.

A quote was received to retrofit the clarifiers to eliminate the draft tubes, but the cost was prohibitive and would have required five weeks of construction for each of the two clarifiers.

Gruhn-May has an existing continuing services contract with CONB and will perform this work on a time and materials basis. Staff does not expect this project to exceed \$35,000.

Made by Messinger, seconded by Chin.

**MOTION: TO APPROVE EMERGENCY AWARD TO GRUHN-MAY FOR PLANT 1 RETURN SLUDGE MODIFICATION IN THE AMOUNT OF \$35,000**

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Water Reclamation Facility Plant 2 Return to Service

Water Reclamation Facility Plant 2 Return to Service. Mr. Calhoun explained that Plant 2 went off-line in May 2022, due to failure of the clarifier drive, thereby placing all treatment load on Plant 1 which has not been performing up to permit requirements. Failure to meet permit conditions ultimately led to a Consent Order with FDEP.

Plant 2 improvements were designed and subsequently bid in December 2023. Bids received were significantly higher than anticipated, and long lead time for equipment would mean many additional months of poor treatment performance. Various improvements at Plant 1 are in process and bringing Plant 2 back on-line would add additional much needed treatment capacity.

Gruhn-May has an existing continuing services contract with the City and will perform this work on a time and materials basis. Staff does not expect this project to exceed \$40,000.

Made by Livingston, seconded by Messinger.

**MOTION: TO APPROVE EMERGENCY AWARD TO GRUHN-MAY FOR PLANT 2 RETURN TO SERVICE IN THE AMOUNT OF \$40,000.00**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Rejection of Bids for 2024-01, WWTP Improvements

Rejection of All Bids for Wastewater Treatment Facility Plant 2 Improvements. Mr. Calhoun stated that the City entered into a consent order with FDEP to correct violations of its wastewater permit, primarily regarding total nitrogen exceedances. Dewberry Engineers were engaged in December 2021 to provide consent order support, and to provide planning, permitting, design, bid and construction phase services for Plant 2 modifications necessary to provide nitrogen removal capability. In addition, improvements would include bringing electrical up to code and out the flood plain.



Pursuant to Neptune Beach Code Section 2-380, bids were opened on December 12, 2023, by the committee designated in said section. Bids ranged from \$7.6 – 8.4M, significantly higher than anticipated. In addition, long lead times for equipment are a concern for returning the system to compliance. Staff has worked with consulting engineers to identify alternatives, to include improvements at Plant 1 and returning Plant 2 to service. There may be a rebid for Plant 2 improvements at a future date which would include a reduced work scope.

Pursuant to Neptune Beach Code Section 2-381, the committee recommends rejection of all bids.

Made by Messinger, seconded by Chin.

**MOTION: TO APPROVE THE REJECTION OF ALL BIDS FOR WASTEWATER TREATMENT FACILITY PHASE I IMPROVEMENTS**

Ayes: 5-Livingston, Messinger, Key, Chin, and Brown

Noes: 0

**MOTION CARRIED**

**COUNCIL COMMENTS**

Councilor Messinger commented that continual feedback has been received regarding the state of bathrooms in Jarboe Park. In conversation with Parks and Sustainability Director Colin Moore and City Manager Pike, they would jointly be getting together and looking at solutions. Whether its vendors cleaning the park, policies and procedures for existing staff, or if any design modifications need to be made to make improvements. It would come back in an open discussion about what that solution looks like. Additionally, cameras are being upgraded. We also need to look at giving our Police Department more teeth to go after the vandals and criminals that keep destroying our facilities.

Mr. Calhoun advised the City would redo some shifts so there would be staff present on Saturday and Sunday. They will be doing trash runs multiple times a day and maintaining the bathrooms.

Councilor Key agreed with Councilor Messinger and she added that it is a good reminder that we cannot legislate people being decent human beings. We cannot legislate people not destroying things or flushing a toilet. She would hope that individuals would show more respect for what we have in the community. She hopes we do not have to close bathrooms because people do not know how to behave.

Vice Mayor Chin commented that he has heard from parents and kids that the water fountains are also disgusting. We are also going to have to figure out what to do about the water fountains as well.

Adjournment

There being no further business, the meeting adjourned at 7:05 p.m.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_



**MINUTES  
SPECIAL CITY COUNCIL MEETING  
TUESDAY, FEBRUARY 20, 2024, 6:00 P.M.  
NEPTUNE BEACH CITY HALL  
116 FIRST STREET  
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, February 20, 2024, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

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| Attendance: | <b>IN ATTENDANCE:</b><br>Mayor Elaine Brown<br>Vice Mayor Kerry Chin<br>Councilor Lauren Key<br>Councilor Nia Livingston<br>Councilor Josh Messinger | <b>STAFF:</b><br>City Manager Richard Pike<br>City Attorney Zachary Roth<br>Chief of Police Michael Key<br>Public Works Director Deryle Calhoun<br>Parks and Sustainability Director Colin Moore<br>City Clerk Catherine Ponson |
|-------------|--|---|

|                                |  |
|--------------------------------|--|
| Call to Order/Roll Call/Pledge | Mayor Brown called the meeting to order at 6:00 p.m. Vice Mayor Chin led the Pledge of Allegiance. |
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**ORDINANCES**

|   |  |
|---|--|
| Ord. No. 2024-01, Automated Traffic Enforcement | <u>Ordinance No. 2024-01, First Read and Public Hearing.</u> An Ordinance of the City of Neptune Beach, Florida, Creating Chapter 22, Article VI, Sections 22-101 through 22-105, Automated Traffic Enforcement; Providing for Severability; and Providing an Effective Date |
|---|--|

|              |   |
|--------------|---|
| Presentation | Chief of Police Michael Key stated that the ordinance and ultimate project as a result of the potential passing of the ordinance is priority and centered around keeping children safe. That is the focus of it. The focus is not to revenue generate or to write tickets. He receives complaints weekly about speeding in or around school zones. It is the top complaint he hears as Police Chief. A speed study was conducted and the study confirmed there is a speeding problem. Florida is second in the U.S. for speeding in school zones. It is his job as Police Chief to find solutions to problems in the community. |
|--------------|---|

Chief Key continued that the Florida Legislature unanimously passed HB 657, authorizing the use of automated speed enforcement devices in school zones. The bill passed unanimously and took effect on July 1, 2023. Since then, numerous counties and municipalities have adopted legislation and implemented programs. Neptune Beach Police Department (NPBD) staff have held meetings with Atlantic Beach, Jacksonville Beach, City of Jacksonville (COJ) and Florida Department of Transportation (FDOT) to discuss what all of this entails for our community.

The goal is to reduce injury, especially to a child. Data proves that driving over the speed limit significantly increases the likelihood of a crash. NBPD crossing guards recount numerous incidents where drivers failed to stop, failed to slow down, or have nearly struck pedestrians.

The requirements for this project would be local governments to notify the public of the speed detection system through a 30-day public awareness campaign before enforcement. Chief Key added that any and all media would be used to begin getting the word out.

Chief Key reported that a violation occurs when the speed is over 10 mph over the speed limit. Violators would be fined a \$100 citation by mail. The citation would include all documentation. The cameras solely target speeders. NBPD officers will verify the offense and issue the citation. Cameras will only operate during when the school zones are in effect and 30 minutes before and after. All school speed zones will have a flashing light and signage warning motorists of the fact that speed is being enforced via a camera. Cameras are turned off during other times (weekends, summer or other breaks, holidays or any other time school is out). The law requires each county or municipality that operates a speed detection system to submit a report on October 1, 2024, and annually thereafter, to the Department of Highway Safety and Motor Vehicles.

Chief Key presented the results of the speed study. He reported that on one day in the 1500 block of Florida Boulevard, there were two hundred violations during school hours. In front of Beaches Chapel on one day, there were 182 violations. These violations were ten or over the posted speed limit of 15 mph.

It is a violator-funded program, not taxpayer-funded. There are no upfront costs, no equipment to buy or lease, no construction costs. If violations go to zero, the City will not owe anything. There is no fee to terminate the contract. A license plate reader will be provided with each camera system.

Chief Key provided that Fernandina Beach is currently passing an ordinance and implementing a program. The City of Jacksonville, Jacksonville Beach and Atlantic Beach are in the research stage and exploring implementation.

Council  
Questions/  
Discussion

Vice Mayor Chin stated he supports anything that will improve pedestrian safety, especially for the children we are sworn to protect. He pointed out in the ordinance in Section 22-103, it states in the least sentence, "when such violations are in excess of five miles per hour over the speed limit." He mentioned that Chief Key had referred to violations over ten miles per hour would be in violation.

Chief Key stated this was a scrivener's error and would need to be readdressed.

Councilor Livingston questioned if the signage notifying everyone of the cameras would be at no cost. She also asked what the cameras look like as they are in residential areas.

Chief Key answered that there would be zero tax dollars for this project. He also stated that he has seen renderings for the cameras and would bring in what is being proposed at the next Council meeting.

Councilor Livingston expressed she is in support of whatever we can do for safety. She would also like to see how intrusive this is going to be.

Chief Key advised that the way the ordinance is written, there are three locations designated as school zones. We are looking at implementation at the 1500 block of Florida Boulevard in front of Neptune Beach Elementary and in front of Beaches Chapel at the 600 block of Florida Boulevard. There would more than likely enter into an agreement with the City of Jacksonville Beach for Seagate Avenue. The City is not

looking at the intersection of Third Street and Florida Boulevard. The signage would be in the speed zone locations.

Councilor Messinger agreed with Councilor Livingston and would like to see a realistic rendering. Since they would be in residential areas, we do not want to erect anything that would negatively affect the property values of the adjacent homes. He is in full agreement with what is trying to be accomplished and the benefits that it will bring from a law enforcement perspective as well as reducing speeds, especially in school zones.

Public Hearing Mayor Brown opened the public hearing.

Chuck McCue, 1908 Third Street, Neptune Beach, stated his concern was the cost. He commented that he wasn't sure if the City should privatize policing. The ulterior motive of the people who would install and maintain the equipment, and put out citations, is to make money. He feels that we have enough officers that could sit in the three locations. The biggest issues he sees is the motorized bicycles.

Nicole De Venoge, 617 Oak Street, Neptune Beach, stated she has taught at Neptune Beach Elementary, and the cameras are needed. She added this is long overdue. She is horrified at the speeds at which people are willing to drive through the school zones.

There being no further comments from the public, the public hearing was closed.

Made by Messinger, seconded by Key.

**MOTION: TO APPROVE ORDINANCE NO. 2024-01, AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, CREATING CHAPTER 22, ARTICLE VI, SECTIONS 22-101 THROUGH 22-105, AUTOMATED TRAFFIC ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE ON FIRST READ WITH AN AMENDMENT TO CHANGE 5 MPH TO 10 MPH IN SECTION 22-103**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Ord. No. 2024-02, Park Regulations Ordinance No. 2024-02, First Read and Public Hearing, An Ordinance of the City of Neptune Beach, Florida, Creating Chapter 14, Sections 14-12, Park Hours, and 14-13, Loitering, Soliciting, Begging, etc., in Public Offices or Buildings Open to the Public; Providing for Severability; and Providing an Effective Date.

Presentation Chief Key explained that the City does not currently limit or regulate hours or loitering within a city-owned park by City Ordinance. The proposed ordinance limits hours of entry to city-owned parks and provides language for individuals who may possess nefarious motivations to be contacted by law enforcement.

Chief Key reported that as increased usage and renovations continue to occur in city-owned parks, a growing concern for safety and crime prevention has arisen. He stated that all departments in the City are lending their hands to make sure that our City parks are well-groomed as well as safe for our community. He expressed this ordinance is to give officers meaningful reason to make contact with individuals who are found late night in City parks.

Council Discussion/ Questions Councilor Key commented that we need to try something new at Jarboe Park and she supports this ordinance.

Councilor Livingston stated that due to where she lives, she sees people in the parking lots of the park well after hours. She added that with the complaints of vandalism and the state of the bathrooms, she hopes this curbs some of that activity.

Public Hearing

Mayor Brown opened the public hearing

Chuck McCue, 1908 3<sup>rd</sup> Street, Neptune Beach, commented that if there set hours then there are set hours. We should watch what is allowed in the park.

Nicole De Venoge, 617 Oak Street, Neptune Beach, stated this ordinance is also overdue. She added that due to the park being so crowded, there is not much of a break for the neighborhood. She suggested connectivity to the sidewalk leading to the cross light at Third Street.

William Gibson, 2146 Acacia Road, Neptune Beach, requested that if officers encounter someone experiencing homelessness in the park after hours, to please provide available resources.

There being no further comments from the public, the public hearing was closed.

Made by Messinger, seconded by Livingston.

**MOTION: TO APPROVE ORDINANCE NO. 2024-02, AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, CREATING CHAPTER 14, SECTIONS 14-12, PARK HOURS, AND 14-13, LOITERING, SOLICITING, BEGGING, ETC., IN PUBLIC OFFICES OR BUILDINGS OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Roll Call Vote:

Ayes: 5- Livingston, Messinger, Key, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Bid Process  
Waiver – Fine  
Bubble Diffusers

Bid Process Waiver- Fine Bubble Diffusers. Public Works Director Deryle Calhoun explained that Hazen and Sawyer was tasked with building a biological model of Plant 1 to identify improvements necessary to improve treatment performance, mainly with respect to Nitrogen. Failure to meet Nitrogen permit requirements led to a consent order with FDEP. The model identified the need for additional oxygen transfer to the biological process.

Coase bubble rental aeration equipment was installed in December 2023, at a cost of \$8,700.00 per month and has improved treatment performance. Staff solicited various manufacturers for fine bubble permanent equipment. Fine bubble aeration provides more efficient oxygen transfer to the treatment process.

The following quotes were received: Environmental Dynamics International (EDI) - \$106,800, Jaeger - \$140,000 plus estimated freight/startup of \$3,000 to \$5,000,(now includes installation; and Sanitaire - \$40,000 (unresponsive; requires tank be taken out of service).

Mr. Calhoun is requesting to waive the formal bid process with respect to the bidding threshold and award to EDI in the amount of \$106,800.00.

City Attorney Zachary Roth explained that City Code Section 2-377(b)(1), states that a formal bid procedure is not required “when the city council, by a vote of the majority of those members present, waives a formal bid procedure.”. There are no statutes that would govern this that would require the City to bid this, only the terms of our Code, if Council does not waive the formal bid requirement.

Made by Chin, seconded by Messinger.

**MOTION: TO WAIVE THE BID PROCESS FOR THE FINE BUBBLE DIFFUSERS.**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Fine Bubble Diffusers

Water Reclamation Facility – Fine Bubble Diffusers.

Councilor Messinger commented that this makes sense from a financial and practical standpoint that we are getting superior equipment and have a good payback period. Additionally, it may appear that we are not accepting the lowest bid, when you read through the documents and look at what installation costs are, we in effect are getting the lowest bid because the contract is all inclusive.

Made by Messinger, seconded by Key.

**MOTION: TO AWARD THE INSTALLATION OF FINE BUBBLE DIFFUSERS TO ENVIRONMENTAL DYNAMICS INTERNATIONAL (EDI) IN THE AMOUNT OF \$106,800.00**

Roll Call Vote:

Ayes: 5- Livingston, Messinger, Key, Chin, and Brown

Noes: 0

**MOTION CARRIED**

Bid Process Waiver – City Hall Repairs and Refresh

Bid Process Waiver – City Hall Repairs and Refresh. Mr. Calhoun reported that City Hall’s exterior has experienced cracking of stucco and water intrusion into the building. Non-destructive means were used to estimate the square footage of damaged stucco to be removed and replaced.

Major items included in this project are: surface prep, stucco repair (repair of lathe and backing will be a change order), sealing of surfaces, painting or coating, masonry planter wall repairs (capstones and mortar joints), window perimeters and glazing (twelve large windows and twelve small).

Four quotes were received (alphabetical order). Mr. Calhoun reviewed the quotes and qualifications.

- Earthwise - \$69,250.00
- Fields General Contracting - \$69,396.00
- Krystal Klean - \$47,788.76
- Tremco/Weatherproofing Technologies, Inc. - \$94,676.21

Mr. Calhoun stated that there is a price differential. Tremco offers a 15-year warranty on the coating and window glazing.

Made by Livingston, seconded by Messinger.

**MOTION:            TO WAIVE THE BID PROCESS FOR THE CITY HALL REPAIRS AND REFRESH**

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

**MOTION CARRIED**

City Hall Repairs and Refresh

Councilor Messinger commented that Mr. Calhoun has done an excellent job of breaking down the four very-detailed quotes. If we go out to an RFP, we typically don't get bids. We can go to vendors and get detailed quotes which are then presented. He added that in a coastal environment, Tremco has a proven track record and they are backing it with a fifteen-year warranty for aspects of a building one block from the ocean.

Made by Messinger, seconded by Key.

**MOTION:            TO AWARD THE CITY HALL REPAIRS AND REFRESH TO TREMCO IN THE AMOUNT OF \$94,676.21.**

Roll Call Vote:

Ayes: 5-Key, Livingston, Messinger, Chin, and Brown

Noes: 0

**MOTION CARRIED**

**PUBLIC COMMENTS**

Public Comments    Michele Whitley, 1707 1<sup>st</sup> Street, Neptune Beach, spoke regarding speeding and parking on 1<sup>st</sup> Street.

Chuck McCue, 1908 3<sup>rd</sup> Street, Neptune Beach, questioned what was the rush on repairing City Hall and we should put it out for bid. He stated there may be better pricing out there and we should have at least three bids on any large project like this. City Hall has been neglected for decades and what is another year to get the right price and product.

Adjournment        There being no further business, the Special Meeting adjourned at 7:15 p.m.

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Elaine Brown, Mayor

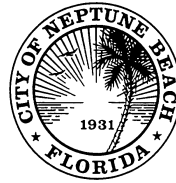


ATTEST:

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Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_



**MINUTES  
 WORKSHOP CITY COUNCIL MEETING  
 IMMEDIATELY FOLLOWING THE SPECIAL MEETING  
 TUESDAY, FEBRUARY 20, 2024, 7:16 P.M.  
 NEPTUNE BEACH CITY HALL  
 116 FIRST STREET  
 NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, February 20, 2024, at 7:16 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

|            |   |   |
|------------|---|---|
| Attendance | IN ATTENDANCE:<br>Mayor Elaine Brown<br>Vice Mayor Kerry Chin<br>Councilor Lauren Key<br>Councilor Nia Livingston<br>Councilor Josh Messinger | STAFF:<br>City Manager Richard Pike<br>City Attorney Zachary Roth<br>Police Chief Michael Key<br>Public Works Director Deryle Calhoun<br>Parks and Sustainability Director Colin Moore<br>City Clerk Catherine Ponson |
|------------|---|---|

|                         |   |
|-------------------------|---|
| Call to Order/Roll Call | Mayor Brown called the workshop meeting to order at 7:16 p.m. |
|-------------------------|---|

**DEPARTMENT UPDATES**

|              |  |
|--------------|--|
| Parks Update | Parks and Sustainability Director Colin Moore reported that the pickleball and tennis courts would be undergoing maintenance and repairs. All of the work is under warranty. Information regarding the times and dates for closing the courts would be published on social media and the City website. |
|--------------|--|

Mr. Moore advised that the schedule for the parks crew at Public Works has been modified to include eight-hour shifts, seven days a week. The restrooms at Jarboe Park will be checked every two hours. The IT department has developed a QR code that links to an online form for issues such as water fountain and restroom issues. The City will also be looking at more vandal-proof type fixtures.

|                     |   |
|---------------------|---|
| Police Chief Report | Chief of Police Michael Key announced the promotion of Elaine Dean to Services Division Supervisor. Ms. Dean began employment at Neptune Beach as an Emergency Communications Officer in February, 2021. She oversees the Communications Center as well as the communication accreditation. He also announced the promotion of Commander Liam Toal. His swearing in would be later this week. |
|---------------------|---|

|                    |   |
|--------------------|---|
| Vice Mayor Remarks | Vice Mayor Chin commented that Scott Dudley with the Florida League of Cities spoke at a recent Beaches Watch meeting. Mr. Dudley talked about the erosion of Home Rule by the state legislature. There are a number of amendments to already-passed legislation in |
|--------------------|---|

play this session. The Council has written letters in opposition to legislation in the past. He would like to put something together that states opposition to anything that harms our Home Rule or would damage the character of our municipality. Vice Mayor Chin requested we also need more clarity on some of the issues from the legislature.

Councilor Messinger stated that it is scary how the legislature is whittling away at every aspect. It seems like it is negative, such as the tree ordinance and e-bikes.

### **ISSUE DEVELOPMENT**

Beaches  
Green Market

Beaches Green Market. Jessica Meyer, Market Manager, and Kira Mauro, Community Garden Manager and Master Gardener with Beaches Green Market, presented a proposal to bring the Beaches Green Market back to Jarboe Park. The Beaches Green Market had previously been in Jarboe Park and would like to return.

Ms. Meyer reviewed the proposal for returning to Jarboe Park. They are requesting space allotted for setup of up to 30 vendors, use of city-owned parking for vendor vehicles, an exclusive partnership agreement, exclusive use of the west side of Jarboe Park on Saturday from 8:00 a.m. to 3 p.m., signage, electric hookups, social media event sharing, seating/dining areas, restroom accessibility and 50 parking spaces required for shopper parking. The shopper parking was previously with the neighboring commercial building. They are requesting if that parking is unavailable, would the City allow parking along Florida Boulevard.

Councilor Key questioned if this would be under the City Manager's authority and not have to come before Council. She thinks this is something the City Manager can work out with DIG Local Network.

City Attorney Zachary Roth stated that the Code is not that specific. This is not something that is definitely the purview of the Council. There is no legal reason that this couldn't be decided by the City Manager.

Vice Mayor Chin agreed with Councilor Key but there may be items that are potentially costly that may come back to Council. He suggested the City Manager get with each council member for feedback and the scope of what we are looking at.

Councilor Messinger pointed out that previously the Beaches Green Market had an agreement with the commercial building next door for the parking spaces as no one is in those offices on Saturdays. The parking spaces were already there. He agreed that the finer points can be negotiated by the City Manager and he supports the Beaches Green Market's return.

Councilor Livingston expressed she had concerns about some of the costs and what is being required. She asked what is different from the last time they had the market in Jarboe Park?

Ms. Meyer stated that there were weekly vendors that require power on site. The power would be needed in order to support food truck that need to consider cooling and heating.

Councilor Livingston expressed she would like to see some cost-sharing included as well as the confirmation of the agreement of the parking spaces before approving the return to Jarboe Park.

Mayor Brown requested being involved as the City Manager moves forward with the drafting of the contract as she also had questions.

Ms. Mauro added that the market in Jarboe Park has always been a primarily pedestrian and cyclist market. They did not always use the parking spots for shoppers. They do require parking for the vendors.

**PUBLIC COMMENT**

Public Comment Chuck McCue, 1908 3rd Street, Neptune Beach, questioned who is Beaches Green Market and if they are a nonprofit or for-profit organization? He asked does the City want to bring in an operation that takes away from local businesses? He would also like to see verification if the farmer is actually producing what is being sold and state where it is from.

**COUNCIL COMMENTS**

Council Comments Councilor Messinger commented that if we are able to take some of our Police Officer resources and better police e-bikes because we have a good camera system in place to deter speeders at school, this would amplify the amount our officers are able to do. He pointed out there has not been a vendor selected for the cameras. There is no percentage or fixed cost identified. There are many options available and none have a direct cost. He added that he has no doubt that one will be chosen that brings the most benefit from a safety and financial perspective to the community

Councilor Messinger expressed that while Council waived the bidding procedures [for the City Hall refresh], four bids were received and evaluated.

Councilor Key commented that there are police officers at every school in Neptune Beach during those hours and it is still not deterring speeders.

Chief Key reported that he and the previous Police Chief initiated a program in 2016 that if a Police Officer is not on a call, then the Police Officer is at a school during those hours. There are not enough officers. When officers are present, people slow down, but they cannot always be there.

Councilor Key stated she thinks it is great for parks to have vendors and markets. She supports them and they bring wonderful sense of community.

Adjournment There being no further business, the workshop meeting adjourned at 7:49 p.m.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC  
City Clerk

Approved: \_\_\_\_\_

**City Manager's Report**

**Departmental Recaps-02/27/2024**

Police Department-Chief Michael Key (See February 2024 Report)

Community Development-Heather Whitmore

1. Items for Council - None
2. Community Development Board February 21, 2024
  - a. Subcommittee meetings:
    - i. Historic Preservation
    - ii. Code
  - b. Variance on residential deck 1412 Strand
3. 1401 Atlantic Red Roof Inn seeking cosmetic building improvement permit
4. 450 Atlantic (old sports plex) planned remodel to MMA/Karaoke bar

IT Department-Ricardo Pizarro

- Consolidating business accounts (software)
- Developing camera strategy
- Deployment of Fortinet services

Parks & Sustainability-Colin Moore

- State Funding Requests for culvert replacements at Bay St and Davis St sponsored by Sen Yarborough and Rep Michael have advanced to both the Senate and House Subcommittee Chairs' proposed budgets. The session ends March 8.
- Grant contract for City Hall and Police Department generators was executed by the Florida Division of Emergency Management on 10/24. Requested a potential change in scope for natural gas
- First phase of Jarboe Park baseball field refurbishment has been completed. Temporary lighting has also been installed in the eastern part of the park
- Penman Road Special Workshop for Neptune Beach City Council was on January 16, and the consultant is working on requests from Council members. Based on Council feedback, the City Attorney will draft a resolution for the project
- \$32.4 million US Army Corps of Engineers Duval County Shore Protection Project awarded 12/18. Construction is planned for March-October 2024. The preconstruction conference was held on 2/14 at Jax Beach City Hall
- Working with Public Works on formalizing parking for Neptune House and Jarboe Park and painting the new crosswalk at Fourth St and Atlantic Blvd
- FDOT recently studied Third St for additional crosswalk locations and found that both Davis St and Myra St would be warranted. A follow-up meeting will be scheduled with the FDOT Safety Office

### Human Resources-Jillian McCann

- Advertising for the following open positions:  
Police Officer  
Emergency Communications Officer  
Beaches Parking Ambassador  
Code Enforcement Officer
- Identifying policies within our Employee Handbook that need to be updated.
- Scheduling training for department heads and employees
- Ramping up for the HCM Alliance implementation

### City Clerk-Catherine Ponson

- Attend the first required two-day in-person class in Tampa for the Florida Certified Professional Clerk (FCPC) Program (February 15-16)
- Complete assignments due for the FCPC program
- Fulfill ongoing public records requests
- Advertised and noticed required public hearings for Ord. Nos. 2024-01 and 2024-02
- Update 2024 Election information
- Prepare February minutes and Council agenda packets

### Finance-Jaime Hernandez

- We continue to fulfill Purvis Gray's (auditors) request for additional data deemed necessary to conclude the FY 2021-22 audit.
  - a. Auditors indicated that a draft should be available by mid to end of March.
- Working on a new pricing schedule for the Sanitation Fund (last update was in 2009).
- Budget for FY2024-2025:
  - Discussions on the Capital Improvement Plan process continue. We aim to develop (at least) a five-year plan, determining funding needs and borrowing options. Capital Improvement Projects Included Under the following classifications (Equal or greater than \$5K that extend the life of the asset a year or greater):
    1. Infrastructure (other than buildings):
      - Roads, sewers, storm sewers, sidewalks, bridges, curbs, gutter, streetlights, and other utilities the City owns and operates.
    2. Buildings category:
      - Administration buildings, libraries, museums, treatment plants, civic centers, and public swimming pools.
    3. Equipment Acquisition:
      - Fire trucks, police cruisers, generators, and IT equipment.
    4. Land:
      - Parks, gardens, tree nurseries, waterfronts, and industrial park land.

- Doing preliminary work and continuing cleaning TYLER to prepare for the upcoming FY 22-23 audit.
  - Waiting for the 2021-22 audit to be completed to bring correct beginning balances to build a trial balance.
  - Developing new procedures and narrative to ensure processes and internal control matches the use of TYLER.
- Recognize ARPA as earned revenue by executing the Revenue Replacement option on FY 22-23.
  - ARPA will fund payroll expenses for FY 22-23.
- Building revenue forecast for five- and ten-year periods.
- New Software:
  - Kickoff meetings set the foundation for the new budget and payroll application software:

### Public Works-Deryle Calhoun

#### **(Updates in bold)**

#### Water Consumptive Use Permit (CUP) and New Well 5:

- 75% of design documents were provided by engineering consultant Kimley-Horn on 12.13.23; the opinion of probable cost is \$1.2M.
- Held a call on 2/07 regarding findings from fieldwork, design completion, final specifications, and opinion of probable cost to follow pipe replacement decision.
- Consumptive Use Permit (CUP) renewal work continues by Kimley-Horn. Expect a progress meeting around the end of February.

#### Water Plant and Grid:

- Fire hydrant painting, flushing (annually), and flow testing (every five years for ISO certification with JFRD) are proceeding. Personnel are focused on lead and copper inspections and return to this work when possible.
- Working to reestablish a backflow certification program and communication with residents. Informational flyers have been included in utility billing mailers.
- Lead Service Lines Inventory:
  - City personnel are performing the required field investigations and are on-track to complete field work in the summer.
  - Final report to FDEP and communications with customers due October 2024. Saltus Engineering assisting.
  - **Over 1,200 customer and CONB service pipes have been inspected, and lead has not been found. Approximately 100 of CONB and customer services are galvanized;** they may or may not require replacement under the law.

#### Wastewater Plant 2 Upgrades for Nitrogen Removal:

- Bids were \$7.6M, \$7.7M, and \$8.4M, well above expectations. Electrical improvement costs were significant.
- City Council approved the rejection of all bids at the 2.05.24 meeting. Proceeding with bringing Plant 2 back on-line and making process improvements at Plant 1, then evaluate for other construction needs.

#### Wastewater Plant 1:

- Web-call held with FDEP on 12.05.23 regarding Warning Letter received following an on-site inspection. Plant improvement efforts were discussed. FDEP is evaluating permit violations and will assess financial penalties.
- A grit removal equipment purchase order was issued in April 2023. Long equipment lead time is an issue in the industry. Held call with manufacturer on 1/12; delay on motor will push delivery out further. Completion at the factory is now at the end of March 2024, with installation presumably in April.

#### Wastewater Grid:

- Redundant 3<sup>rd</sup> Street Crossing
  - 50% of design documents were delivered during the week of 1.15.24; the engineer has incorporated staff's minor comments.
  - Piggyback contractors will be solicited for award.
  - **Engineer is scheduling a meeting with FDOT for Maintenance of Traffic permitting.**
- Florida Blvd force main extension to plant – **Surveyor has been identified, and PO is approved.**
- State FDEP loan application is on hold by FDEP until FY22 audit is completed. Will require an updated facility report that is in draft form.
- Staff met with a contractor that performs smoke testing of the collection system to search for sources of stormwater. The proposal was subsequently received and is being reviewed. City Council approved an engineering proposal to support managing investigatory efforts to remove inflow and infiltration (I&I) from the sanitary sewer system on 2/05.
- Identified numerous manholes that require liner repair; council approved the proposal on 2.05.24 to repair liner and benches. Working to identify additional aging manholes for lining.
- FDEP Consent Order - Submitted Q4 2023 report and required reports created by engineering consultant. **Consent Order will remain open to cover any overflows that might occur over the next few years.**

#### Stormwater System:

- Swale re-established along 1300 Block of Forest Avenue to alleviate sidewalk flooding.



- Met with the continuing services engineer regarding a proposal for design and construction services for three projects on the Strategic Plan list.
- Continuing services engineer developed a five-year proposal for design, bid, and construction phase services for projects on the Strategic Plan. Discussed proposed expenditure levels with the City Manager and CFO in preparation for the FY25 budget.
- **The proposal to begin designing three smaller drainage projects will be presented to the City Council on 3.04.24.**
- **The Davis Creek erosion pilot is progressing; rendering of plant materials is to be presented to the City Council for information.**

#### Beach Access:

- South Street rebuild was completed in December.
- Lora Street rebuild is underway.

#### Water Tower Repairs and Maintenance:

- Contractor will work to some degree on weekends.
- The subcontractor performing blasting and painting operations has caused a delay. CONB and USG Water (prime contractor) are in communication on the issue. Call held with USG and Verizon regarding schedule; due to various issues schedule has now slipped. The sub-contractor was removed from the project; USG's personnel will complete the project, which is now projected to be completed by the end of March.

#### City Hall Refresh:

- On-site meeting with consultant to identify source of water intrusion on 11.08.23. Inadequate caulking around exterior of windows suspected in part as a source.
- City Council approved the color scheme at the 2.05.24 meeting.
- **City Council approved the award to the contractor on 2.20.24. Project kick-off meeting to be held 2.27.24.**

#### Senior Center-Leslie Lyne

- Event Stats Fiscal YTD- 3824 Total Attendees to Events
- Total Event Occurrences Current FY- 1813 Events
- Services Delivered thru FEB. 26, 2024- 477 Unduplicated Individuals documented; 50 guests
- Day Trips- March, Tina Turner Broadway; April, St. Augustine Spanish Ship replica; May, Monet Exhibit
- Total 78 New Participants thru 2/26/2024
- Fundraisers- YTD \$19,147.00
- Grant Application to JBWC \$5,000 ask- Submitting by March 15; award anticipated in June 2024
- April 13, 2024, Health & Wellness Event- Anticipate 80-100 participants in cooperation with New Age Hippy and Jacksonville Beach Woman's Club



# NEPTUNE BEACH **POLICE DEPARTMENT**

**MICHAEL J. KEY JR., CHIEF OF POLICE**

200 LEMON STREET, NEPTUNE BEACH, FLORIDA 32266 | 904.270.2413 | WWW.NBFL.GOV

February 14, 2024

TO: City Council  
Richard J. Pike, City Manager

**Agenda Item #8A**  
**Ord. No. 2024-01**  
**Second Read**

FROM: Chief Michael J. Key Jr.

RE: Staff Report – Automated Speed Enforcement Ordinance

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## BACKGROUND

The Florida legislature passed HB657, which took effect July 1<sup>st</sup>, 2023, authorizing the use of automated speed enforcement devices in school zones. Since then, throughout the State of Florida numerous Counties and Municipalities have adopted legislation and implemented programs. NBPD staff have held meetings with representatives from Atlantic Beach, Jacksonville Beach and Fernandina Beach to discuss locally, meet with vendors, and attended virtual meetings with representatives from the FDOT.

The goal is to reduce the chance of an injury, especially to a child. Data proves that driving over the speed limit significantly increases the likelihood of a crash. Data also proves that reducing a driver's speed greatly reduces the chance of a pedestrian, especially a child, surviving a crash. Florida's school safety zones were the second-most dangerous in the nation, behind California. While Neptune Beach has not had a recent case, Jacksonville has had numerous incidents. Pedestrians being struck by vehicles are a serious problem.

- A 12-year-old child was hit and killed in September 2023 while walking to his bus stop at 7:00am.
- A 4-year-old was critically injured just outside a school zone in September 2023 at 8:00am.
- NBPD Crossing Guards recount numerous incidents where drivers failed to stop, failed to slow down, or have nearly struck pedestrians.

## REQUIREMENTS

- The law requires local governments to notify the public of the speed detection system through a 30-day public awareness campaign before enforcement.
- A violation occurs when the speed is at least 10 mph over the speed limit.
- Violators would be fined a \$100 citation by mail.
- The citation would include a photo or recorded image showing the license plate of the vehicle, the date, time and location of the violation, and the top speed the vehicle was traveling at within the school zone.
- The cameras solely target speeders — not drivers running red lights or committing other traffic infractions.

Form 04 (R.10.23)

- NBPD officers verify the offense and issue the citation.
- Cameras will only operate during when the school zones are in effect and 30 minutes before and after.
- All school speed zones will have a flashing light and signage warning motorists of the fact speed is being enforced via a camera.
- Cameras are turned off during other times (weekends, summer or other breaks, holidays or any other time school is out).
- The law requires each county or municipality that operates a speed detection system to submit a report on October 1, 2024, and annually thereafter, to the Department of Highway Safety and Motor Vehicles.

## PROGRAM

- A speed study has been conducted, which revealed a problem (see attached slides).
- Violator-funded, not taxpayer-funded.
- No upfront costs, no equipment to buy or lease, no construction costs. If violations go to zero, we won't owe anything.
- No fee to terminate contract.
- Will provide an ALPR, per speed camera.
- 100% US company, no overseas data share.

## OTHER CONSIDERATIONS

- The City of Fernandina is currently passing an ordinance and implementing a program.
- The City of Jacksonville, Jacksonville Beach & Atlantic Beach are in the research stage and exploring implementation.
- Revenue from the program will fund additional License Plate Readers (LPRs) throughout the City to enhance public safety. Several recent cases have been solved by the use of this technology from missing and endangered children, missing elderly, stolen vehicles, etc. The NBPD currently has 5 LPRs within its fleet.
- Right to face your accuser; if an offender elects a hearing on the citation, the officer shows up to testify.
- The law prohibits points from being imposed against driver license. It also prohibits infractions from being used to set insurance rates.
- The House and Senate both nearly unanimously approved the law (95 Yeas-6 Nays /35 Yeas-3 Nays). Governor signed into law.

Sincerely,

*Michael J. Key Jr.*  
CHIEF MICHAEL J. KEY JR.



**altumint**

**SAFE COMMUNITIES. SMART SOLUTIONS.**

# SPEED STUDY RESULTS

| Neptune Beach Elementary School |           |              |                  |
|---------------------------------|-----------|--------------|------------------|
| One Day Average                 | All Hours | School Hours | Non-School Hours |
| Vehicle Count                   | 11,819    | 6,804        | 5,658            |
| <b>Violations</b>               | 467       | <b>200</b>   | 267              |
| Pass                            | 11,352    | 6,604        | 5,391            |

| Beaches Chapel    |           |              |                  |
|-------------------|-----------|--------------|------------------|
| One Day Average   | All Hours | School Hours | Non-School Hours |
| Vehicle Count     | 5,572     | 2,499        | 3,073            |
| <b>Violations</b> | 285       | <b>182</b>   | 103              |
| Pass              | 5,287     | 2,317        | 2,970            |

# SPEED STUDY RESULTS

| Location         | Violations<br>(Per Day) | Monthly<br>(20 School Days) | Annual<br>(9 Months) |
|------------------|-------------------------|-----------------------------|----------------------|
| Neptune Beach ES | 200                     | 4,000                       | 36,000               |
| Beaches Chapel   | 182                     | 3,640                       | 22,760               |
| <b>Total</b>     | <b>382</b>              | <b>7,640</b>                | <b>58,760</b>        |

**INTRODUCED BY:**  
**MAYOR BROWN**



**ORDINANCE NO. 2024-01**

**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, CREATING CHAPTER 22, ARTICLE VI, SECTIONS 22-101 THROUGH 22-105, AUTOMATED TRAFFIC ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council of the City of Neptune Beach desires to protect its citizens by diligently updating the Code of Ordinances of the City of Neptune Beach;

**WHEREAS**, during the 2023 Florida Legislative Session, the Florida Legislature adopted House Bill 657, which amends Chapter 316, Florida State Statutes to authorize a county or municipality to enforce the speed limit in a school zone through the use of a speed detection system;

**WHEREAS**, the Neptune Beach Police Department has conducted a traffic study to determine whether the school zone speed restrictions were being adequately observed;

**WHEREAS**, the study showed that there were many violations in the school zones located on Florida Boulevard and Seagate Avenue, warranting the use of school zone speed cameras;

**WHEREAS**, to effectively address this issue, the City finds it in the best interest of the public to adopt the use of school zone safety speed cameras to enforce the speed limits and protect the health and safety of its youngest citizens.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, THAT:**

**Section 1. Creating Chapter 22, Article VI, Sections 22-101 through 22-105 of the City of Neptune Beach Code of Ordinances.** Sections 22-101 through 22-105 of the Code of Ordinances of the City of Neptune Beach, Florida, are hereby created as follows:

**ARTICLE VI - AUTOMATED TRAFFIC ENFORCEMENT**

**Sec. 22-101. Definitions.**

For the purpose of this section [article], the following words and phrases shall have the meanings respectively ascribed to them by this section.

*Agent* means a person or entity who is authorized by a law enforcement agency or governing body to administer the procedures contained here and (1) provides services to such law enforcement agency or governing body; (2) operates, maintains, leases, or licenses a video recording device; or (3) is authorized by such law enforcement agency or governing body to review and assemble the recorded images captured by the automated traffic enforcement safety device for review by a peace officer.

*Automated traffic enforcement safety device* means a speed detection device that: (1) is capable of producing photographically recorded still or video images, or both, of the rear of a motor vehicle or of the rear of a motor vehicle being towed by another vehicle, including an image of such vehicle's rear license plate; (2) is capable of monitoring the speed of a vehicle as photographically recorded pursuant to subparagraph (1) of this paragraph; and (3) indicates on each photographically recorded still or video image produced the date, time, location, and speed of a photographically recorded vehicle traveling at a speed above the posted speed limit within a marked school zone.

*Owner* means the registrant of a motor vehicle, except that such term shall not include a motor vehicle rental company when a motor vehicle registered by such company is being operated by another person under a rental agreement with such company.

*Recorded images* means still or video images recorded by an automated traffic enforcement safety device.

*School safety zone* means in, on, or within 500 feet of any real property owned by or leased to any public or private elementary, middle, or high school or school board and used for elementary, middle, or high school education.

## **Sec. 22-102. - Local speed zones**

Local speed zones established by the city or county traffic engineer in accordance with F.S. §§ 316.189 and 316.1895 are:

(1) 30 miles per hour on the local street of Florida Blvd. between the intersections of Penman Road to the east and S.R. 10 / Atlantic Blvd. to the west; or passing through any church zone or school zone when people are congregated about such church or school preparatory to entering or leaving.

(2) 25 miles per hour on the local street of Florida Blvd. between the intersections of S.R. A1A / 3<sup>rd</sup> St. to the east and Penman Rd. to the west; or passing through any church zone or school zone when people are congregated about such church or school preparatory to entering or leaving.

(3) 25 miles per hour on the local street of Seagate Ave. westbound lanes between the intersections of S.R. A1A / 3<sup>rd</sup> St. to the east and Penman Rd. to the west; or passing through any church zone or school zone when people are congregated about such church or school preparatory to entering or leaving.



**Sec. 22-103. Authorization for use of automated traffic enforcement safety devices.**

The speed limit within any school zone as provided for in Sec. 22-102 and marked pursuant to FSS.316.1895 may be enforced by using photographically recorded images for violations which occurred only on a school day during the time in which instructional classes are taking place and one hour before such classes are scheduled to begin and for one hour after such classes have concluded when such violations are in excess of ten miles per hour over the speed limit.

**Sec. 22-104 Administration of use of automated traffic enforcement safety devices**

- (a) The law enforcement agency, or agent on behalf of the law enforcement agency, operating an automated traffic enforcement safety device provided for under Sec. 22-103 shall maintain a log for the automated traffic enforcement safety device attesting to the performance of such device's self-test at least once every 30 days and the results of such self-test pertaining to the accuracy of the automated traffic enforcement safety device. Such log shall be admissible in any civil enforcement proceeding for a violation issued pursuant to Sec. 22-103. The law enforcement agency, or agent on behalf of the law enforcement agency, operating an automated traffic enforcement safety device shall perform an independent calibration test on the automated traffic enforcement safety device at least once every 12 months. The results of such calibration test shall be admissible in any court proceeding for a violation issued pursuant to Sec. 22-103.
- (b) If an automated traffic enforcement safety device is moved to or placed in a location where an automated traffic enforcement safety device had not previously been moved to or placed in, no citation shall be issued for a violation recorded by that automated traffic enforcement safety device until:
  - (1) The City of Neptune Beach shall erect signs warning of the use of a stationary speed detection device within the approaching school zone. Such signs shall adhere to the provisions set forth in FSS. 316.1895, shall be visible plainly from every lane of traffic, shall be viewable in all traffic conditions, and shall not be placed in such a manner that the view of such sign is subject to being obstructed by any other vehicle on such highway. Such signs shall be placed within 250 feet prior to the warning sign announcing the reduction of the speed limit for the school speed zone. There shall be a rebuttable presumption that such signs are properly installed pursuant to this subsection at the time of any alleged violation under this article; and
  - (2) That no citation shall be issued for the first 30 days after the first automated traffic enforcement safety device is introduced by a law enforcement agency within a school zone, but rather, a civil warning shall be issued for disregard or disobedience of the speed limit within the school zone.
- (d) The Neptune Beach Police Department, any law enforcement agency authorized to enforce the speed limit of a school zone, or an agent working on behalf of a law enforcement agency or governing body, shall send by first class mail addressed to the owner of the motor vehicle within 30 days after obtaining the name and address

of the owner of the motor vehicle but no later than 60 days after the date of the alleged violation:

- (1) A citation for the alleged violation, which shall include the date and time of the violation, the location of the infraction, the maximum speed at which such motor vehicle was traveling in photographically recorded images, the maximum speed applicable within such school zone, the civil warning or the amount of the civil monetary penalty imposed, and the date by which a civil monetary penalty shall be paid;
  - (2) An image taken from the photographically recorded images showing the vehicle involved in the infraction;
  - (3) A website address where photographically recorded images showing the vehicle involved in the infraction and a duplicate of the information provided for in this paragraph may be viewed;
  - (4) A copy of a certificate sworn to or affirmed by a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the school zone and stating that, based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law;
  - (5) A statement of the inference provided by Florida law and of the means specified therein by which such inference may be rebutted for such violations;
  - (6) Information advising the owner of the motor vehicle of the manner in which liability as alleged in the citation may be contested through an administrative hearing; and
  - (7) A warning that the failure to pay the civil monetary penalty or to contest liability in a timely manner as provided for in subsection (d) of this Code section shall waive any right to contest liability.
- (e) Proof that a motor vehicle was operated in disregard or disobedience of the speed limit of the marked school zone shall be evidenced by photographically recorded images. A copy of a certificate sworn to or affirmed by a certified law enforcement officer employed by a law enforcement agency or a civilian employee who has been to a traffic enforcement and citation review certified course and stating that, based upon inspection of photographically recorded images, a motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law shall be prima-facie evidence of the facts contained therein.
- (f) Liability shall be determined based upon a preponderance of the evidence. Prima-facie evidence that the vehicle described in the citation issued pursuant to this Code section was operated in violation of the speed limit of the school zone, together with proof that the defendant was, at the time of such violation, the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation. Such an inference may be rebutted if the owner of the vehicle:

- (1) Testifies under oath in open court or submits to the court a sworn notarized statement that he or she was not the operator of the vehicle at the time of the alleged violation; or
  - (2) Presents to the court a certified copy of a law enforcement report showing that the vehicle had been reported to law enforcement as stolen prior to the time of the alleged violation.
- (g) A violation for which a civil warning or a civil monetary penalty is imposed pursuant to this article shall not be considered a moving traffic violation for the purpose of points assessment under FSS 322.27. Such violation shall be deemed noncriminal, and imposition of a civil warning or civil monetary penalty pursuant to this article shall not be deemed a conviction and shall not be made a part of the operating record of the person upon whom such liability is imposed, nor shall it be used for any insurance purposes in the provision of motor vehicle insurance coverage.
- (h) Any court having jurisdiction over violations of Sec. 22-103 shall have jurisdiction over cases arising under this article and shall be authorized to impose the civil monetary penalty provided for by this subsection. Except as otherwise provided pursuant to Florida law, the provisions of law governing jurisdiction, procedure, defenses, adjudication, appeal, and payment and distribution of penalties otherwise applicable to violations under this article shall apply to enforcement under this article; provided however, that any appeal from county or state court shall be by application in the same manner as that provided by FSS. 318.14.

**Sec. 22-105. Violations and penalties.**

- (a) Any person who shall violate any provision of this article shall be subject to the civil penalties set forth in Sec. 22-104, including a fine in the amount of \$100.00.

**Section 2. Conflict.** All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

**Section 3. Severability.** If any section, sentence, clause, phrase, or word of this Ordinance is, for any reason, held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance, and it shall be construed to be the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein.

**Section 3. Effective Date.** This Ordinance shall become immediately upon passage by the City Council.

**VOTE RESULTS OF FIRST READING:**

|                          |     |
|--------------------------|-----|
| Mayor Elaine Brown       | YES |
| Vice Mayor Kerry Chin    | YES |
| Councilor Nia Livingston | YES |
| Councilor Josh Messinger | YES |
| Councilor Lauren Key     | YES |

Passed on First Reading this 20<sup>th</sup> day of February, 2024.

**VOTE RESULTS OF SECOND AND FINAL READING:**

Mayor Elaine Brown  
Vice Mayor Kerry Chin  
Councilor Nia Livingston  
Councilor Josh Messinger  
Councilor Lauren Key

Passed on Second and Final Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Elaine Brown, Mayor

ATTEST:

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Catherine Ponson, CMC, City Clerk

Approved as to form and  
correctness:

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Zachary Roth, City Attorney



# NEPTUNE BEACH **POLICE DEPARTMENT**

**MICHAEL J. KEY JR., CHIEF OF POLICE**

200 LEMON STREET, NEPTUNE BEACH, FLORIDA 32266 | 904.270.2413 | WWW.NBFL.GOV

February 14, 2024

TO: City Council  
Richard J. Pike, City Manager

FROM: Chief Michael J. Key Jr.

RE: Staff Report – City Park Hours & Loitering

**Agenda Item #8B**  
**Park Hours**  
**Ord. No. 2024-02**

## **BACKGROUND**

The City of Neptune Beach does not currently limit or regulate hours or loitering within a city-owned park by City Ordinance. The proposed ordinance limits hours of entry to city-owned parks and provides language for individuals who may possess nefarious motivations to be contacted by law enforcement.

## **CONSIDERATIONS**

- As increased usage and renovations continue to occur in city-owned parks, a growing concern for safety and crime prevention has arisen.
- Based on empirical enforcement by Police Officers, individuals found within city-owned parks during late night hours have been routinely found to be committing a crime or about to have commit a crime.
- Crimes include, but are not limited to, drug use, criminal mischief/vandalism, violations of the camping ordinance and/or other crimes.
- The ordinance is not meant to limit access to the park to any citizen or visitor, but rather provide an appropriate time for operation and a legal basis for further investigatory action by the NBPD if an individual is found within any city-owned park afterhours.
- Signage shall be prominently displayed, clearly indicating when the city-owned park is closed.

Sincerely,

*Michael J. Key Jr.*  
**CHIEF MICHAEL J. KEY JR.**

INTRODUCED BY:

COUNCILOR LIVINGSTON



ORDINANCE NO. 2024-02

**A BILL TO BE ENTITLED**

**AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, CREATING CHAPTER 14, SECTIONS 14-12, PARK HOURS, AND 14-13, LOITERING, SOLICITING, BEGGING, ETC., IN PUBLIC OFFICES OR BUILDINGS OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council of the City of Neptune Beach desires to protect its citizens by diligently updating the Code of Ordinances of the City of Neptune Beach;

**WHEREAS**, the City's parks and public areas have recently experienced an increase in vandalism, abuse, loitering, solicitation, and other similar activities that pose a danger to the public and result in strains on City resources;

**WHEREAS**, the City Council has determined that restricting the hours and activities permitted in public areas will help safeguard the health, safety, and welfare of the community;

**WHEREAS**, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City, that it advances a significant and important governmental interest, and that it furthers the City's performance of municipal functions and rendering of municipal service.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, THAT:**

**Section 1. Creating Chapter 14, Sections 14-12, Park Hours, and 14-13, Loitering, Soliciting, Begging, Etc., In Public Offices or Buildings Open to The Public.** Sections 14-12 and 14-13 of the Code of Ordinances of the City of Neptune Beach, Florida, are hereby created as follows:

**Sec. 14-12. Park Hours.**

- (a) The parks and other recreational facilities shall normally be open daily to the public from 5:00 a.m. to 10:00 p.m. unless otherwise posted; provided however, the city manager may extend or limit the times herein specified. It shall be unlawful for any person, other than authorized personnel, to go upon or remain in any park or other recreational facility at any time the same is closed to the public.

- (b) The city manager may at his or her discretion, for special events requiring the use of certain parks, allow or require the sponsors of, promoters of, or participants in special events to erect, construct or otherwise prepare and dismantle and remove the facilities for and clean up the area in and around such events during specific times including hours between 10:00 p.m. and 5:00 a.m., so as not to disrupt traffic in the streets surrounding the location of the special event.
- (c) Penalty. Any person violating any provision of this section shall be guilty of an offense punishable by a fine of fifty dollars (\$50.00) per violation, payable within ten (10) days to the Records Clerk, Public Safety Department, Neptune Beach, Florida. A late fee of ten dollars (\$10.00) shall be attached to any fine not paid by the due date.

**Sec. 14-13. - Loitering, Soliciting, Begging, Etc., In Public Offices or Buildings Open to The Public.**

The Council finds that any person who loiters or prowls in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity constitutes a threat to the public safety or breach of peace. The Council further finds that a person commits the offense of loitering when that person knowingly loiters in any place with one or more persons knowing that a narcotic or dangerous drug, as detailed in F.S. Ch. 893 is being unlawfully used or possessed.

- (a) It shall be unlawful for a person to linger, loiter, sit or stand in any public room in any hotel, office or building in the City or to use any public room for business or social purposes in violation of the expressed wish of the owner, lessee, managing agent or person in charge of the building in which the public room, as defined herein, is situated. For the purpose of enforcement of this Section, it is presumed that if the owner, lessee, managing agent or other person in charge of a building prominently displays a copy of this Section as provided in subsection (e) of this Section, or prominently displays a sign on the premises stating, generally, NO LOITERING, PURSUANT TO NEPTUNE BEACH CODE OF ORDINANCES, that he considers the activities declared unlawful in this Section to be in violation of his expressed wish.
- (b) It shall be unlawful for a person to solicit customers or patronage for himself or on behalf of any other person or distribute advertising or advertising matter upon the premises in any hotel, office or building in the City or to solicit, seek or beg for donations or charity for himself or on behalf of any person upon the premises of or in a hotel, office or building without first having secured the written consent so to do from the owner, lessee, managing agent or person in charge of the operation of the hotel, office or building.
- (c) For the purpose of this Section, the words public rooms shall be deemed to include a basement, building entrance or doorway, lobby, hallway, stairway, mezzanine, elevator, foyer, independent parking lots or others adjacent to or used in connection with the premises, public rest- or sitting rooms or any other

place used in common by the public, tenants, occupants or guests and situated in a hotel, office or building in the City. Furthermore, for the purpose of this Section, the word building shall be deemed to include, but not limited to, retail or service establishments such as restaurants, convenience stores, laundromats, service stations and other similar establishments open to the public.

- (d) the provisions of this Section shall not apply to anyone while in the employ of the United States, State or City during the time the person is in a public room in a hotel, office or building in the City; provided, that the person is engaged in the performance of his designated and official duties.
- (e) Each owner, lessee, managing agent or person in charge of the operation of a hotel, office or building desiring to avail himself of the provisions of this Section shall keep a printed or typewritten copy of this Section in some place in the lobby or entrance to the building where it may be read by persons going in or out of the building and the owner, lessee, managing agent or person in charge of the operation of a building may also make such rules and regulations, not inconsistent with the provisions of this Section, as he may so desire.
- (f) Penalty. Any person or persons, corporate entity, or any agent thereof who violates any of the provisions of this section may, upon conviction, be guilty of a noncriminal violation punishable as provided for under F.S. Ch. 162, or by appearance before a county judge if a citation is issued by a police officer, code enforcement officer, animal control officer or others acting at the direction of the city manager. The department of public safety and all officers under its supervision may issue a citation for a civil penalty. A surcharge equal to all administrative costs, including any filing fees required by the clerk of court for the filing of civil citations by the City of Neptune Beach shall be assessed and collected from the defendant upon each civil penalty imposed for violation of this section. For violations of this section, the civil penalty shall be assessed and paid in the following amounts:
  - a. First offense, per day: .....\$250.00
  - b. Second offense, per day: .....\$500.00
  - c. Third offense, per day: .....\$1,000.00

A defendant may pay the civil penalty as specified above, in lieu of appearing in county court. A defendant may exercise this option by paying the specified fine at the public safety building within ten (10) days of notice of violation and penalty. If the civil penalty is not paid by such time, the city shall proceed to enforce such violation as otherwise provided by law.

**Section 2. Conflict.** All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

**Section 3. Severability.** If any section, sentence, clause, phrase, or word of this Ordinance is, for any reason, held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of



this Ordinance, and it shall be construed to be the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein.

**Section 3. Effective Date.** This Ordinance shall become immediately upon passage by the City Council.

**VOTE RESULTS OF FIRST READING:**

|                          |     |
|--------------------------|-----|
| Mayor Elaine Brown       | YES |
| Vice Mayor Kerry Chin    | YES |
| Councilor Nia Livingston | YES |
| Councilor Josh Messinger | YES |
| Councilor Lauren Key     | YES |

Passed on First Reading this 20<sup>th</sup> day of February, 2024.

**VOTE RESULTS OF SECOND AND FINAL READING:**

|                          |
|--------------------------|
| Mayor Elaine Brown       |
| Vice Mayor Kerry Chin    |
| Councilor Nia Livingston |
| Councilor Josh Messinger |
| Councilor Lauren Key     |

Passed on Second and Final Reading this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Elaine Brown, Mayor

ATTEST:

\_\_\_\_\_  
Catherine Ponson, CMC, City Clerk

Approved as to form and  
correctness:

\_\_\_\_\_  
Zachary Roth, City Attorney



**Agenda Item #10A  
Sand and Grit Removal**

**CITY OF NEPTUNE BEACH  
CITY COUNCIL MEETING  
STAFF REPORT**

|                        |  |
|------------------------|--|
| <b>AGENDA ITEM:</b>    | Water Reclamation Facility – Sand and Grit Removal   |
| <b>SUBMITTED BY:</b>   | Deryle Calhoun, P.E.<br>Public Works Director  |
| <b>DATE:</b>           | February 27, 2024  |
| <b>BACKGROUND:</b>     | <p>Sand and grit accumulation in process tanks reduces the tank capacity available for the biological treatment process. In addition, the fine bubble diffusers recently approved by Council will be installed in the tank proposed for cleaning; removing accumulated sand and grit will permit the diffuser system to install on the tank floor.</p> <p>In April 2023 a scan of the subject tank utilizing acoustic technology was performed. It is estimated that 10% of tank capacity has been lost to sand and grit. As noted in the cleaning proposal, there is an estimated 33 tons of material to be removed. Additional quantities of materials will be removed and charged at the rates noted in the proposal.</p> <p>U.S. Submergent Technologies has provided a piggyback contract from the City of Orlando.</p> |
| <b>BUDGET:</b>         | Budget report on 2/27/24 indicates an FY24 budget for Sewer Services, Repair and Maintenance (401-4335-535-30-46) of \$285,000.00 with a Budget Available of \$123,699.38.   |
| <b>RECOMMENDATION:</b> | Award to U.S. Submergent Technologies in the amount of \$39,815.00. Additional quantities of materials beyond the estimate will be removed and charged at the rates noted in the proposal.   |
| <b>ATTACHMENT:</b>     | <ul style="list-style-type: none"> <li>• Quote from U.S. Submergent Technologies</li> <li>• Scan report from Sedivision, LLC</li> <li>• U.S. Submergent Technologies piggyback contract with City of Orlando</li> </ul>  |



## U.S. Submergent Technologies Cost Estimate

February 19, 2024

**PROJECT PROPOSAL: City of Neptune Beach  
Neptune Beach WWTF – Anoxic Tank  
Accumulated Material Removal**

**Customer:** City of Neptune Beach  
**Contact:** Deryle Calhoun, Jr., P.E.  
**Phone No.:** 904-749-0075  
**Address:** 2010 Forest Ave.  
Neptune Beach, FL 32266  
**Proposal Sent Via:** Email

Deryle,

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this proposal for your consideration to remove the accumulated material from the above referenced structures. Our proposal includes the costs for removal, and off-site disposal of the estimated volume of material.

The Proposal Pricing Schedule summarizes the estimated quantities and unit costs based on our understanding of existing conditions. USST production rates are based on access to the structure, distribution of material to be removed across the structure bottom, as well as the type and quantity of material to be removed. USST plans to remove the sand and grit while the structure remains in service. The material removed will be disposed of off-site, at an approved disposal facility. All copies of the disposal tickets will be provided.

**Pricing based on: Contract #IFB23-0211 Reservoir Environmental Cleaning Services – City of Orlando**

**The scope of a complete operation for USST includes:**

- Mobilization to facility
- USST Truck Service Crew
- USST Cleaning Truck
- USST Roll Off Truck
- Cleanup project site upon completion of project
- Demobilization from facility

## PROPOSAL PRICING SCHEDULE:

| Structure: Neptune Beach WWTF – Anoxic Tank – Sand & Grit Removal                    |     |      |            |                    |
|--|-----|------|------------|--------------------|
| Proposal Line Item   | QTY | UOM  | Unit Cost  | EXT. PRICE         |
| Mobilization and demobilization, non-emergency basis                                 | 1   | Ea   | \$6,500.00 | \$6,500.00         |
| Baseline service equipment and qualified crew  | 3   | Days | \$4,250.00 | \$12,750.00        |
| Additional feature – 49’ knuckle boom crane with telescoping tubes                   | 3   | Days | \$2,000.00 | \$6,000.00         |
| Additional feature – downhole pumping wet system cleaning                            | 3   | Days | \$2,500.00 | \$7,500.00         |
| Additional feature – onsite disposal using auxiliary pressure box containment system | 3   | Days | \$1,200.00 | \$3,600.00         |
| Disposal of sanitary sewer solid waste material offsite (includes transportation)    | 33  | Tons | \$105.00   | \$3,465.00         |
| <b>Cost Estimate:</b>  |     |      |            | <b>\$39,815.00</b> |

This proposal is for the removal of sand and grit, at the Neptune Beach WWTF Anoxic Tank from the accessible areas of the tank. USST used an estimated quantity of thirty-three tons (33 tons) of sand and grit removal. USST will require the customer to provide suitable access to the Anoxic Tank for cleaning and may require an operational site visit prior to mobilizing to check access. USST is not responsible for any damage to the concrete walkways surrounding the structure, however we will take all necessary precautions to avoid damage.

USST plans to clean the above-mentioned structure while it remains in service. The material removed will be disposed of off-site, at an approved disposal facility. If additional quantities are needed, USST will require prior written authorization before proceeding with the cleaning of the additional material, charged at the rates above. USST will maintain daily performance/production records and provide, as necessary.

This proposal and pricing are based on information received and is our interpretation of the sections of the RFP and/or specifications that have been made available to us. Exceptions have been noted wherever possible. In the event of a conflict between the language in the specification and the proposal, the language in the proposal takes precedence and is the basis of the proposed pricing. USST reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time the order is tendered.



### Terms & Conditions:

1. Once the project has been accepted and confirmed to USST for execution, we will schedule this project on a mutually agreed date with a minimum of 5-days lead time. A rescheduling fee of \$3,500 or an additional mobilization cost, whichever is higher, will apply for changes in schedule with less than 3 business days notice.
2. All waste will be manifested (actual quantity), transported, and disposed of in accordance with all Federal, State and Local regulations.
3. Our rates are based on a Monday through Friday, 0800 – 1600 workday; if Saturday or Sunday work and/or second/third shift work is required and authorized, overtime rates will be charged at one and a half straight time rates and double on observed government holidays.
4. It is the customer's responsibility for payment of any unforeseen tariffs, fees, taxes, and unexpected administrative costs which USST may incur during the execution of this project.
5. A fuel surcharge shall be added to all invoices in accordance with the "National Average Diesel Fuel Index."
6. A Purchase Order and Job Authorization Form will be required prior to project commencement.
7. Payment is DUE UPON RECEIPT of invoice unless otherwise approved in advance by USST.
8. Pricing is valid for 30-days from the date of this proposal.
9. If a payment and performance bond is required, it will be an additional charge at cost plus.
10. Transportation and Disposal cost are based on conforming with waste profile approval for Non-Hazardous waste. Waste profile approval is required prior to scheduling of this project.

### Supplemental Conditions:

1. This proposal is contingent upon USST field crew confirmation that the project meets assumed condition and scope of proposal. If conditions differ from when quoted, USST will invoice for actual quantities performed upon written approval of changes to scope.
2. The customer will have the tanks drained down of all free-flowing liquids (if applicable) prior to USST's arrival.
3. Provide unrestricted access to the worksite. If access to unimproved areas is required to complete cleaning, then customer shall provide improvements to enable USST to safely access. Any removal costs due to insufficient access will be charged at cost plus 20%.
4. Customer is responsible for providing a recent TCLP analytical (including 8 RCRA Metals) for offsite disposal as required by 40 CFR Part 503. USST can provide for a cost of \$800.
5. Customer is responsible for providing sufficient suitable high-volume water supply for the high-pressure jetting operation, if needed.
6. This cost estimate does not include pressure washing, hydro- and/or grit-blasting of the structure.
7. Demurrage rate will be \$725 per hour rounded to the nearest half-hour. Dewatering will be \$815 per hour rounded to the nearest half-hour, if required.
8. Proper access including height clearance without obstruction in or around structure, so the pump or vacuum head can reach and remove material; client will present structure to be cleaned in sufficient condition for cleaning to take place. This includes removing and/or unbolting any hatches or panels required for access or ventilation.
9. USST is not responsible for damage to landscape, landscape restoration, damage to aeration systems, or underground utilities not clearly marked.



Should you have any questions or concerns about this proposal, please do not hesitate to contact me directly at (904) 477-3902.

Regards,

**Matt Nestor**

Project Manager  
U.S. Submergent Technologies  
(904) 477-3902 | mnestor@ussubmergent.com

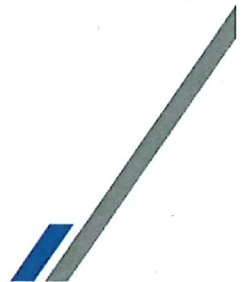
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City Representative (signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Representative (print)

\_\_\_\_\_  
Date

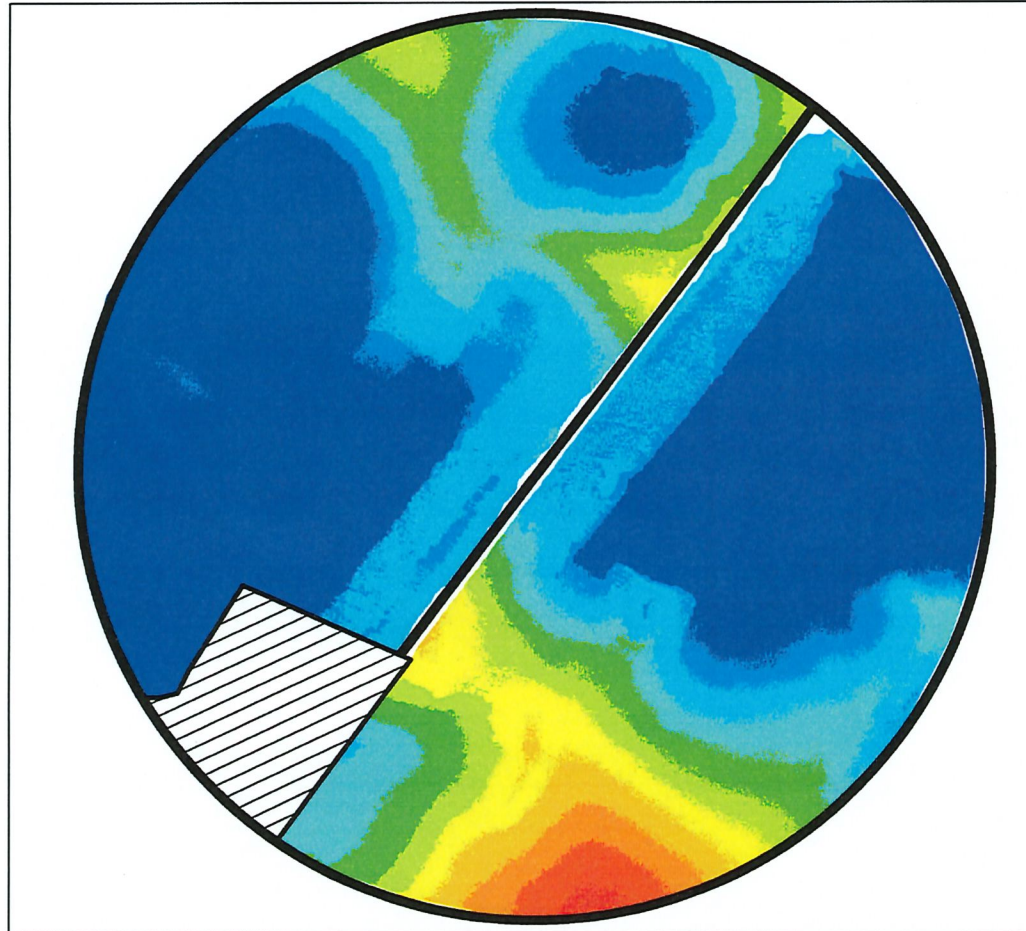
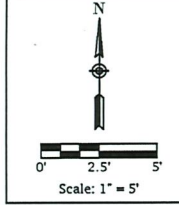
*Please sign and return this project proposal at your earliest convenience so that we may verify our master schedule and confirm to you the exact time and date of the work to be performed.*





Aerial Map  
Not to Scale

# MAP SHOWING QUANTITY ASSESSMENT OF: ANOXIC TANK LOCATED AT THE NEPTUNE BEACH WASTEWATER TREATMENT FACILITY Neptune Beach, Florida



| ELEVATION RANGE (FT) |     |     |
|----------------------|-----|-----|
| COLOR                | MIN | MAX |
|                      | 5.0 | 5.5 |
|                      | 4.5 | 5.0 |
|                      | 4.0 | 4.5 |
|                      | 3.5 | 4.0 |
|                      | 3.0 | 3.5 |
|                      | 2.5 | 3.0 |
|                      | 2.0 | 2.5 |
|                      | 1.5 | 2.0 |
|                      | 1.0 | 1.5 |
|                      | 0.5 | 1.0 |
|                      | 0.0 | 0.5 |

## NOTES:

1. The purpose of this assessment was to calculate the volume of the accumulated material and Estimated Loss of Capacity (LOC).
2. Volumes were calculated using the TIN volume method in Civil 3D 2023.
3. Quantities reported were derived from on-site assessment performed on April 25, 2023.
4. The reference plane for volume calculations was based on a base elevation of 0.0 ft across a flat tank bottom. Interior structures above the base elevation are included in the In-Tank Loss of Capacity Estimate.
5. Estimated LOC was based on the water level observed at the time of the assessment (11.6 ft above base elevation).
6. Structures depicted here were digitized from recent aerial imagery.
7. Cross-Hatched areas are locations where data was not collected and is not included in the In-Tank Loss of Capacity Estimate.
8. In-tank volume measurements do not represent final disposal volumes from any cleaning operation, which are dependent on removal method and the condition of the tank at the time of cleaning.

| IN-TANK LOSS OF CAPACITY ESTIMATE |                |         |
|-----------------------------------|----------------|---------|
| TANK                              | VOLUME (CU YD) | LOC (%) |
| ANOXIC                            | 46.1           | 9.6     |

## SEDIVISION



SEDIVISION, LLC  
2201 CANTU COURT, SUITE 116  
SARASOTA, FL 34232

|                    |                            |
|--------------------|----------------------------|
| DRAWN BY: GR       | ACQUISITION DATE: 04/25/23 |
| CHECKED BY: CD     | DRAFTED DATE: 05/05/23     |
| APPROVED BY: KS    | APPROVAL DATE: 05/09/23    |
| JOB NUMBER: 670.01 | SHEET NO.: 2 OF 2          |

INVITATION FOR BID (IFB)

IFB23-0211

RESERVOIR ENVIRONMENTAL CLEANING SERVICES



The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

[CITY OF ORLANDO PROCUREMENT AND CONTRACTS SITE](#)

**ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS  
SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED  
NON-RESPONSIVE**



City of Orlando  
INVITATION FOR BID (IFB)  
IFB23-0211  
RESERVOIR ENVIRONMENTAL CLEANING SERVICES

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Attachments:

A - IFB\_Attachments\_A\_-\_I\_RECS 23-0211

B - IFB\_Bid Price Form\_23-0211

## 1. INTRODUCTION

### 1.1. Summary

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

### 1.2. Contact Information

Direct all questions and inquiries to the following:

**Javarie McDonald**

Purchasing Agent II

400 S Orange Avenue

Procurement and Contract Division 4th Floor

Orlando, FL 32801

Email: [javarie.mcdonald@orlando.gov](mailto:javarie.mcdonald@orlando.gov)

Phone: (407) 246-2364

**Department:**

Procurement and Contracts Division

### 1.3. Timeline

**Note:** All time references in this solicitation are to City of Orlando local time on the date specified.

|                                      |                        |
|--------------------------------------|------------------------|
| Issue Date                           | March 3, 2023          |
| Cut-off date for Questions by Bidder | March 10, 2023, 5:00pm |

|                                     |  |
|-------------------------------------|--|
| <p><b>Bid Due Date and Time</b></p> | <p>April 4, 2023, 2:00pm<br/>JOIN THE VIRTUAL BID OPENING.<br/>Online:<br/><a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmFIMjUxZDUtMTU3OS00ZTc0LTk0MDAtZTg5NTI2YmFjMzZI%40thread.v2/0?context=%7b%22id%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%22e3e91c6c-aa8e-4cf4-9514-0ee59fcbec65%22%7d">https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmFIMjUxZDUtMTU3OS00ZTc0LTk0MDAtZTg5NTI2YmFjMzZI%40thread.v2/0?context=%7b%22id%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%22e3e91c6c-aa8e-4cf4-9514-0ee59fcbec65%22%7d</a><br/>Call into the virtual meeting by dialing this phone number: +1 321-247-7568<br/>Once dialed-in and prompted, enter the Conference ID: 280 261 905 108</p> |
|-------------------------------------|--|

---

## 2. GENERAL INFORMATION

### 2.1. SOLICITATION INFORMATION

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando procurements. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

- A. Bid documents are available for download from the VendorLink website:
  - o You may access solicitation information by visiting the City's VendorLink website by copying the following link in your web browser:  
[vendorlink.cityoforlando.net](http://vendorlink.cityoforlando.net)
- B. You may also contact the Procurement and Contracts Division at (407) 246-2291 or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando  
Procurement and Contracts Division  
400 South Orange Avenue, Fourth Floor  
Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Bidders, but it is the Bidder's responsibility to check with the City of Orlando's website at: [vendorlink.cityoforlando.net](http://vendorlink.cityoforlando.net) for current bid and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

### 2.2. CONTRACT TERM

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

### 2.3. SCHEDULE

The Timeline Section of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum.

2.4. PRE-BID CONFERENCE, IF APPLICABLE

If applicable, the purpose of a Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. A representative from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the solicitation.

### 3. BID SUBMITTALS

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the bid due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence. Bidders are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.

Each Bidder shall furnish the information required on each bid submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic bid submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

- A. **Bid Pricing** - All prices shall be entered online. For instructions on submitting Electronic Bid Pricing (which is required by this solicitation), see **Section 7**.
- B. **Attachment A** - Bidder's Questionnaire. This form must be downloaded, completed, and uploaded as a part of the bid package.
- C. **Attachment B** - Bidder's Certification Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.
- D. **Attachment C** - Contract and Acceptance Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.
- E. **Attachment D** - Minority/Women-Owned Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- F. **Attachment E** - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- G. **Attachment F** - Conflict of Interest Disclosure Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- H. **Attachment G** - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- I. **Attachment H** - Addendum Receipt Verification Form. If an Addendum(s) is issued, this form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

- J. **Attachment I – Certification Regarding Prohibition Against Contracting With Scrutinized Companies.** This form must be downloaded, completed, and uploaded as a part of the bid package.
- K. Copy of Bidder's current W-9 is to be signed and uploaded as a part of the bid package.
- L. Bid Security, if applicable.
- M. Proof of insurance - If applicable, please refer to **Section 5 – Insurance Requirements**

#### 4. SCOPE OF WORK

##### 4.1. General

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

##### 4.2. Scope of Work

A. The Contractor shall furnish all labor (to include personnel certified to enter confined spaces), materials and equipment necessary for properly cleaning various size structures and equipment in confined space entries , and requires the application of reasonable initiative and independent judgement. Types of structures shall include both Sanitary Sewer and Stormwater systems. Structures shall be cleaned using hydraulically-propelled, and/or high velocity water jet sewer cleaning equipment capable of removing sand and/or debris in surcharged conditions. Structures shall be defined as a tank, basin, pond and other types of structures including, but not limited to channels, equalization tanks, clarifiers, aeration basins, oxidation ditches, anoxic tanks, filter media bays, contact basins, digesters, headworks, grit chambers, containment units, thermal process tanks, package plants, reject ponds, lift stations, backwash basins, splitter boxes, baffle boxes, manholes, sumps or sediment traps.

B. Debris shall be defined as sand, silt, solids, rags, sludge, rocks, bricks, loose gaskets, pieces of broken pipe and other foreign objects encountered in structures. The cleaning process shall be able to remove all debris from each structure that is identified by the City. The selection of cleaning equipment and method shall be based on the structure type, amounts of debris anticipated, and the known condition of the structure, and will be subject to the City's approval for the method used and the applicable pay item. All cleaning equipment and devices shall be operated by personnel who are properly trained and qualified in using that type of equipment or device.

C. The Bidder will be required to submit a minimum of three (3) references, within the State of Florida, that demonstrate that they have the necessary equipment, experienced personnel, and are capable of cleaning large diameter structures, utilizing a closed loop



system, in surcharged conditions, per this specification. The Contractor may be required to demonstrate the performance capabilities of the cleaning equipment proposed for use on the project. If the results obtained by the proposed cleaning equipment are not satisfactory, the Contractor may be required to utilize different personnel, equipment and/or attachments, as necessary to meet the requirements.

D. Satisfactory precautions shall be taken to protect structures, equipment and adjacent facilities from damage that might be caused by improper use of the cleaning equipment or method. Any damage resulting from Contractor negligence shall be repaired by Contractor at no cost to and to the satisfaction of the City.

#### 4.3. Equipment

A. All cleaning equipment shall include an extraction device that removes all solids and decants water back into the structure without the release of debris. The cleaning equipment shall have an approximately 49 foot boom crane with telescoping tubes and shall have a downhole system that enables the removal of debris from deep or submerged conditions. The equipment shall have a minimum 15 cubic yard debris tank, capable of being pressurized for debris and water separation. If the site conditions are such that large debris amounts are anticipated, then the equipment shall be capable of operating in conjunction with pressurized roll off containers.

B. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere and does not allow the debris being removed to pass downstream from the access point or back into the system being cleaned. The cleaning equipment shall be able to operate without the need of bypass pumping during the cleaning operations.

#### C. High Velocity Water Jet Cleaning:

1. The jetting equipment must be specifically designed and controlled to thoroughly clean the structure without damage. A working pressure gauge shall be used on the discharge of all high pressure water pumps. The jet nozzles shall be adjustable from an upward angle used to clean loose debris underneath the top of the structure, to a downward angle in order to clean the bottom or sides depending on the structure needs and corrosion conditions. The pressure and flow rate shall also be adjustable and controlled to an appropriate level for the cleaning requirements, so as to prevent further damage to the structure.

2. The primary water pump should be rated at least 140 gpm at 2000 psi and have additional capacity as needed to perform the work. To take full advantage of the Closed-Loop capabilities and increase production, the Closed-Loop system equipment shall have a hose reel and hose that is capable of cleaning at least 1000 LF from one access point.

#### D. Hydraulically Propelled Cleaning Equipment:

The hydraulically propelled equipment must be specifically designed to remove large amounts of debris and sediment under surcharged conditions. Hydraulically propelled equipment must be capable of properly functioning without the use of additional water.

E. Debris Collection:

1. The debris collection system shall include both vacuum and pumping capability with a sealed containment unit that must be able to safely transport either sanitary sewer or storm system debris to a legal disposal site without leakage or emitting any significant amount of odor. Any damage resulting from Contractor negligence shall be repaired by a licensed contractor or a City of Orlando contractor at no cost to and to the satisfaction of the City. The system must have the capacity to keep up with the cleaning operation and be able to handle a high percentage of solids. The debris collection system shall be capable of capturing 99% of the solids and debris, and decanting only water back into the collection system downstream of the debris collection point or into a discharge point designated and approved by the City.
2. The debris collection system shall have a telescoping boom and tube system that is capable of reaching approximately 49 feet from the center of the debris collection vehicle into the structure for effective placement of the vacuum/pumping tube.
3. Sand and sediment collected during operations must be able to pass the paint filter dry test to be eligible to collect pay items for debris disposal. All sanitary sewage or wastewater treatment plant structures will be eligible for the pay item for Disposal of Sanitary Sewer Solid Waste Material. All stormwater systems or structures will be eligible for the pay item for Disposal of Stormwater System Solid Waste Material.

4.4. Execution

- A. All equipment and devices shall be operated by experienced operators so that cleaning process is efficient and effective, and the pipe or structure is not damaged during the cleaning process. The cleaning process shall include a multi-step cleaning procedure until the entire structure is clean and has been approved by the City. The Contractor shall only use biodegradable materials which will not create hazards to health or property or affect stormwater receiving bodies or sewage treatment plant processes.
- B. The jetting action from the nozzle will propel the cleaning head to a chosen point (depending on the amount of sediment) to loosen the sludge, sediment and debris. The operator shall retract the nozzle to the access point, where a submersible pump or vacuum suction line will transport the collected solids and water to the debris collection container. The operator will extend the nozzle to further points in the structure and repeat this procedure until the furthest point has been reached and is clean of all sediment and debris. The Contractor is responsible to use whatever means necessary to remove all sediment and debris from the structure or system without damage to the facility. The debris collection system shall separate the solids and return only liquid back into the system or structure.

C. The Contractor shall be responsible for obtaining a water meter and pay all related costs as necessary. All expenses shall be considered incidental to the cleaning of the structure. No fire hydrant shall be obstructed or used when there is a fire in the area.

D. In addition to the requirements herein, the Contractor shall maintain a safe and clean work area so as to comply with Federal, State, and local environmental and anti-pollution laws, ordinances, codes, and regulations when cleaning structures and disposing of waste debris. The Contractor shall also keep the work area and surrounding area free of accumulations of dirt, dust, waste materials, rubbish and debris. Suitable containers for storage of waste materials, debris and rubbish shall be provided by the contractor until time of disposal. It is the sole responsibility of the Contractor to secure a licensed legal disposal site for the disposal of the debris material. Under no circumstances shall sewage or solids removed from a sanitary sewer system be spilled or dumped in streets, ditches, catch basins, or storm drainage systems.

E. The Contractor shall be required to have all materials, water source, equipment, and labor necessary to complete the work on the jobsite prior to beginning the cleaning process and starting the clock regarding payment. Partial days of work will be prorated for payment if a minimum 8 hours of work has not been performed during a day.

#### 4.5. Pollution and Noise Controls

A. Contractor shall minimize noise, vibration and pollution caused by their activities, and control the removal and disposal of solid and hazardous wastes according to the following Performance Criteria:

1. Noise Control shall be in accordance with Federal, State, and City regulations. The equipment noise level shall not exceed 75 Db measured at a distance of 50 feet, during normal operating conditions. The Contractor shall comply with all City Ordinances and regulations dealing with noise abatement.

2. Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.

3. Air Pollution Control shall be in accordance with Federal, State, and City regulations.

4. Fugitive Dust:

a. Do not cause or allow the emissions of from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

c. Do not cause or allow particulate matter to exceed 100 mg/m<sup>3</sup> when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.

d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

e. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere.

#### B. Solid and Hazardous Waste

Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

1. Execution: In order to implement these regulations, the Contractor shall use the following procedures and techniques:

##### a. Dust Control

(1) Cover loads of materials, debris and soil transported from construction sites.

(2) Daily water down and sweep streets which have heavy volumes of construction vehicles carrying debris and excavated materials.

(3) Establish regular cycles and locations for washing trucks which haul soil from the site.

(4) Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.

(5) Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(6) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. The Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by the City Representative.

(7) Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by the City.

#### C. Solid and Hazardous Waste Disposal:

1. Solid wastes may be disposed of in a number of ways, including legal land spreading, controlled incineration, public or private dump sites, either free or for a fee. The method

of disposal is restricted according to the classification of the waste material by the CFR 40 – 190 to 399, and by local requirements.

2. Hazardous wastes are wastes listed in 40 CFR Part 261, Subpart D as hazardous or they are wastes characterized in 40 CFR Part 261, Subpart C as hazardous by exhibiting one of four characteristics: ignitability (i.e., an oxidizer or flash point < 140°F), corrosivity (i.e., Ph < 2 or > 12.5), reactivity, or toxicity.

3. A hazardous waste determination must be made of any waste material. If the material is hazardous, then it must be recycled, treated, stored, or disposed at a Hazardous Waste facility authorized by DEP, EPA or another state. Hazardous Waste cannot be disposed on or in the ground, or in local landfills, septic tanks, or injection wells. Regardless of quantity, the generator of Hazardous Waste is ultimately responsible for the waste, and can be held liable for improper management of Hazardous Waste even though it may have been sent to an authorized Hazardous Waste management facility using a licensed transporter authorized by DEP.

4. Haul routes for transporting sediment and debris solids or hazardous wastes are subject to the approval of the City.

**-End of Section-**

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## 5. STANDARD TERMS AND CONDITIONS

### 5.1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

A. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.

B. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).

- Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Bidder or potential Bidder (or on a Bidder or potential Bidder's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.
- During the prohibited communication period, all contacts and communications regarding the solicitation by a Bidder, or potential Bidder, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.
- Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Bidder or potential Bidder under the City's Procurement Code.

C. Any questions by a Bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Any interpretation made to prospective Bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Bidders no later than five (5) days before the date set for receipt of bids. Oral answers

and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.

D. Bid openings shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the Bidders responsibility to assure that their bid has been entered online no later than the due date and time of the bid opening. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.

#### 5.2. BIDDER QUALIFICATION

Bids will be considered from Bidders who have adequate personnel and equipment and who are so situated as to perform prompt service or provide required goods. The City reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from Bidders which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

#### 5.3. ALTERATIONS/CHANGES TO BID PRICE FORM(S)

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

#### 5.4. ADDENDA

It is the Bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from VendorLink, please ensure that you also download all such Addenda. The failure of a Bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

#### 5.5. UNBALANCED BIDS

As determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup

documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

#### 5.6. WITHDRAWAL OF BIDS

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids.

#### 5.7. SELECTION/REJECTION OF OPTIONS

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

#### 5.8. IRREVOCABLE OFFER

The submission of a bid shall constitute an irrevocable offer to the City by the Bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

#### 5.9. QUANTITIES

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all Bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

#### 5.10. BIDDER'S CERTIFICATION FORM

Each Bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form should be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Bidder to include this document with their bid submittal will be cause for rejection of the bid.

#### 5.11. SUBMITTAL OF BIDS

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the totals shall be corrected to conform thereto.

#### 5.12. INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Bidder.



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5.13. EXCEPTIONS TO TERMS AND CONDITIONS

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

5.14. SPECIFICATIONS

- A. The specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.
- B. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.
- C. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each Bidder clearly states in their bid exactly what he proposes to furnish and forwards with their bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by their bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacture or shipment may be required to submit

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working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

- D. Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.
- E. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- F. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

#### 5.15. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

#### 5.16. PRICES AND TERMS

All prices must be firm for the delivery schedule quoted herein. All prices shall be bid F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the IFB.

#### 5.17. TAXES

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

#### 5.18. POLITICAL SUBDIVISIONS

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

#### 5.19. MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

#### 5.20. SAFETY STANDARDS

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

#### 5.21. MARKING

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Bidder and must also clearly indicate the City of Orlando Purchase Order Number and/or City Contract Number.

#### 5.22. INVOICING AND PAYMENT

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: [AP Invoices@orlando.gov](mailto:AP_Invoices@orlando.gov) or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

#### 5.23. DISCOUNTS

Bidders may offer a discount for prompt payment; however, such discounts shall not be considered in determining the lowest net price for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Bidder is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

#### 5.24. PROMPT PAYMENT ACT

Payment by the City shall be made in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act.

##### A. Proper Invoice

1. For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);
- c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or contract number as supplied by the City; and
- e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.
- f. Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

#### B. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

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#### 5.25. INSPECTION OF PUBLIC RECORDS

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to [records@orlando.gov](mailto:records@orlando.gov). Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

#### 5.26. IRREGULAR BIDS

Submissions made on documents other than the ones furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however, has the authority to waive minor irregularities.

#### 5.27. CONTINGENT FEES

The Bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

#### 5.28. EVALUATION OF BID AWARD

The City reserves the right to award the bid to the responsive and responsible Bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a Bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the Bidder.

#### 5.29. AWARD OR REJECTION OF BIDS

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- A. The ability, capacity, and skill of the Bidder to perform the service required.
- B. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

- C. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- D. The quality of performance of previous contracts or services.
- E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- F. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- G. The quality, availability, and adaptability of the supplies, or services, to the particular use required.
- H. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- I. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Bidder's taxes or assessments are delinquent.
- J. Such other information as may be relevant or secured.

#### 5.30. AWARDS

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

#### 5.31. MULTIPLE AWARDS

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible Bidder. In such cases where an award is made to more than one responsive and responsible Bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

#### 5.32. PRICING AND ORDERING

The awarded Bidder shall honor all orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded Bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

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### 5.33. RETURN OF PRODUCTS/EQUIPMENT

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. Unless a different time period is specified, the Contractor is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the contractor and include reference to an applicable Contractor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Contractor Invoice or Packing List.

### 5.34. FAMILIARITY WITH SITE WORK AND CONDITIONS

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Bidder's. Submission of a bid shall constitute acknowledgment by the Bidder that it is familiar with all such conditions. The failure or neglect of a Bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

### 5.35. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

### 5.36. ASSIGNMENT

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

### 5.37. FISCAL YEAR FUNDING APPROPRIATION

#### A. Specified Period

1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.
- B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods
1. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

#### 5.38. APPLICABLE LAW AND APPEALS

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: [https://www.municode.com/library/fl/orlando/codes/code\\_of\\_ordinances?nodid=TITICICO\\_CH7PRCO](https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodid=TITICICO_CH7PRCO) or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

#### 5.39. WARRANTY

Bidder warrants that all equipment, materials and workmanship, whether furnished by Bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

#### 5.40. CONTRACT AND ACCEPTANCE FORM

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, Bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful Bidder fails to properly execute the Contract and Acceptance



Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the Bidder of the City's intent to make an award and the Bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a Bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder or the City's Chief Procurement Officer may decline to make an award.

Successful Bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- A. If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- B. If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- C. If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- D. If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246- 2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the Contractor evidencing the City's acceptance of the bid. No award shall be final, and no Contractor shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and

Acceptance Form will constitute the formal written contract between the City of Orlando and the Contractor. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded Contractor shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

#### 5.41. ACCEPTANCE OF MATERIALS/SERVICES

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

#### 5.42. CONTRACT ALTERATIONS

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer (CPO) or the CPO's designee.

#### 5.43. INDEMNIFICATION

The awarded Bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

#### 5.44. INSURANCE

- A. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

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- B. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- C. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and their subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.
- D. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- E. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- F. Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.
1. Workers Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:
    - Workers' compensation: Statutory
    - Employer's Liability: \$100,000 each occurrence
  2. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:
    - Bodily injury and: \$1,000,000 combined single

- Property damage: limit each occurrence
3. Commercial General Liability. This insurance shall be an “occurrence” type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and “Completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:
- Bodily injury and: \$1,000,000 combined single
  - Property damage: limit each occurrence
4. Commercial Crime. Prior to performance as a result of award of this bid solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor’s employees engaged in work as specified herein or having access to City buildings.
- The Commercial Crime Policy, with endorsement CR04010300 covering client’s property shall provide a minimum coverage of \$300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.
  - It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine, in advance of their bid submission, the availability and cost of this required insurance and related endorsement.
5. Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis

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and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.

6. Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.
7. Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than \$10,000,000 per occurrence.
  - If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than \$10,000,000.00 per occurrence.
8. Garage Keepers Liability. Garage Liability Insurance in the amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.

9. Contractors Pollution Liability Insurance: Contractor shall obtain and maintain in effect during the term of the contract, Contractors Pollution Liability Insurance, written on an occurrence basis, covering the contractors and any subcontractors thereof liability for bodily injury, property damage, and environmental clean up costs resulting from "sudden accidental" or "gradual" pollution events, all arising out of the work or services including the transportation risk to be performed under this contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

5.45. EQUIPMENT

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

5.46. LICENSES

Unless otherwise extended by the City, the awarded Bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

5.47. PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

5.48. PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

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5.49. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services as set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or their designee(s).

5.50. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

5.51. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

5.52. TERMINATION FOR DEFAULT

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if



the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or their surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

#### 5.53. AMERICANS WITH DISABILITIES ACT

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

#### 5.54. PURCHASING CARD PROGRAM

The City of Orlando uses a Visa purchasing card program to streamline our procurement process. In order to expedite payments to suppliers the J.P. Morgan Purchasing Card program and Virtual Card solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing, and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the Virtual Card solution.

Identified supplier benefits of this program are:

- Get paid faster – Virtual card payments will be made after invoice approval, ACH will be net 30, and check net 45
- Improve Days Sales Outstanding (DSO)
- Electronic payment that eliminates the cost of processing checks
- Payment within 48 hours
- Improve cash flow
- Increased working capital
- Reduced collection efforts and administrative expenses
- Enhanced corporate relationships
- Enhanced reporting
- Increased sales as a “Preferred Supplier”
- Streamlined reconciliation with remittance details included with electronic payment in email notification
- Lower carrying costs
- Less paper/manual work
- Dedicated supplier portal to view status of receivables

#### 5.55. EMERGENCY SUPPORT

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

#### 5.56. SUBCONTRACTORS

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to

ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

5.57. BID PRICES

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

5.58. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

5.59. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **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 THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@ORLANDO.GOV](mailto:RECORDS@ORLANDO.GOV), TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

5.60. RECYCLED CONTENT

In support of the Florida's waste management laws, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that Bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

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#### 5.61. LIVING WAGE POLICY

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid awards for services which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

#### 5.62. ORDER OF PRECEDENCE

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the Bidder's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

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#### 5.63. PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

#### 5.64. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

#### 5.65. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

#### 5.66. INFORMATION

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

#### 5.67. SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

#### 5.68. EXTRA WORK

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

#### 5.69. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

#### 5.70. FEDERAL, STATE, AND LOCAL RULES / APPROVALS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

#### 5.71. MISCELLANEOUS PROVISIONS

By submitting a bid, the Bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter

of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

5.72. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, or entering into, or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, or entering into or renewing such contract, the company:
  1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or
  2. Is engaged in business operations in Cuba or Syria."

Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this

solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

#### 5.73. FAVORED CUSTOMER CLAUSE

Should the awarded Bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

#### 5.74. DRUG FREE WORKPLACE

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

#### 5.75. NON-DISCRIMINATION

Contractor shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.



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- B. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
  - C. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

#### 5.76. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. Of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 448.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

**NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE STANDARD CONDITIONS SHALL HAVE PRECEDENCE.**

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## 6. SPECIAL TERMS AND CONDITIONS

### 6.1. AUTOMATED ORDER ENTRY SYSTEM

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

### 6.2. CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid, unless otherwise specified). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

### 6.3. AVAILABILITY OF PARTS/SERVICE FACILITIES

The City of Orlando reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Bidder to maintain a sufficient line of parts to service the equipment may be cause for rejection of the bid.

### 6.4. REPORTING

The Bidder shall report sales and usage data to the City on an annual basis in MS Excel spreadsheet format. The following data at a minimum should be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Bidder's name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Unit of measure
- Quantity
- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of requested Reports is the responsibility of the Bidder, without prompting or notification by the City. The Bidder will submit by email the completed reports to the Purchasing Agent identified in the Contract. The City shall work with the Bidder to develop

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the approved electronic format and content of the Contract Sales Reports to be used by the Bidder.

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

#### 6.5. LOCAL REPRESENTATIVES

Your firm must be able to provide a local representative for service and technical assistance on an "as needed basis."

#### 6.6. RECIPROCAL LOCAL PREFERENCE

In the event the lowest responsive and responsible response to any Invitation for Bids is by a Bidder whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a Bidder whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Bidder having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible Bidder has its principal place of business.

#### 6.7. FDEP COMPLIANCE

Contractor shall contact the Orange County Environmental Protection Division at 407.836.1400 for instructions relating to Petroleum Storage Tank Compliance (FDEP local program office) notification requirements prior to the start of installation or removal of any aboveground and/or underground petroleum storage tanks. A 30- day/48-hour notice is required for all tank installations and a 10-day/48-hour notice is required for tank removals.

#### 6.8. INSURANCE REQUIREMENTS

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 5.44 of the Standard Terms & Conditions.

- Workers Compensation and Employer's Liability
- Comprehensive Automobile Liability
- Commercial General Liability

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## 7. ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

All responsive Bidders to this solicitation must submit electronic bids. Paper responses will be deemed non-responsive.

### 7.1. BID PRICE INSTRUCTIONS FOR BIDDERS

- A. Once you have logged into your VendorLink account, go to the solicitation in which you want to bid on. Then click on "Submit a Quote/Bid."
- B. There are two methods to submit your pricing:
  1. **Method "a"** - Download the Excel Quote/Bid Spreadsheet and upload it after completion.
    - a. Click on the VendorLink.xls link to open a fillable MS Excel spreadsheet.
    - b. Complete the spreadsheet and save. Directions for completing the spreadsheet can be opened by clicking on the Directions.pdf link.
    - c. Upload the spreadsheet to VendorLink.
    - d. Verify that your uploaded pricing is correct and appears on the Quote/Bid Items Requested section.
  2. **Method "b"** – Manually enter item pricing and other required information on the Quote/Bid Items Requested field(s) in VendorLink.
- C. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.
- D. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

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## 8. VIRTUAL BID OPENING

**JOIN THE VIRTUAL BID OPENING: Friday, March 31, 2023** TIME: 2:00 PM at the location stated in the Introduction Section.

### **INSTRUCTIONS:**

#### **A. Select a method to join.**

1. Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit:  
<https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4>

#### **B. Choose your device and download Teams.**

1. Go to <https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app> and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost.
2. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

#### **C. Provide live public comment**

1. An opportunity to speak will be provided to all in attendance during the meeting. You will be called by the name, email or phone number listed. When called, unmute your device and state your name and address for the record.

**ATTACHMENT A**

**BIDDER'S QUESTIONNAIRE**

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. Discount Payment Terms (if any): n/a %, if paid within n/a days after receipt of invoice.

2. The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? (check one)

J.P Morgan Visa Virtual Card solution (payment within 48 hours of invoice)

ACH – Automated Clearing House (net 30)

Check (net 45)

3. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award?      Yes   x   No

4. **CONTACT INFORMATION**

U.S. Submergent Technologies, LLC  
Name of Company

Denver J. Stutler, Jr.  
Name of Contact Individual

2201 Canlu Court, Suite 116  
Contact Address

Sarasota, FL 34232  
Contact City, State, Zip

941-216-0149  
Contact Telephone Number

dstutler@usstholdings.com  
Contact Email Address

078664751  
DUNS Number (Dun & Bradstreet)

5. **EXPERIENCE:**

A. Years in business: 12

B. Years in business under this name: 6

C. Years performing this type of work: 10

6. LOCAL SERVICE FACILITY, IF APPLICABLE:

- A. Name of local service center: U.S. Submergent Technologies, LLC
- B. Address of local service center: 2153 Rayburn St., Orlando, FL 32824
- C. County local service center is located in: Orange
- D. Contact: Mike Cannon Telephone number: 407-244-0410

7. SUBCONTRACTORS-for informational purposes only: If the bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

| Name                            | Type of Work | M/WBE<br>City Certified?<br>(Y or N) | VBE Certified?<br>(Y or N) |
|---------------------------------|--------------|--------------------------------------|----------------------------|
| <u>None intended to be used</u> |              |                                      |                            |
|                                 |              |                                      |                            |
|                                 |              |                                      |                            |

8. RECYCLED CONTENT:

- A. List of items supplied containing recycled material and the percentage of recycled material contained in the items: N/A %
- B. Is your product packaged/shipped in material containing recycled content? Yes \_\_\_ No x
- C. Is your product recyclable after it has reached its intended end use? Yes \_\_\_ No x

9. REFERENCES:

Please provide references related to the scope of work.

**Reference #1:**

Name: Lee County Utilities  
 Address: 1366 San Souci Dr., Ft Myers, FL 33919  
 Telephone No.: 239-634-8996 Fax No.: 239-634-8996  
 Contact: Bobby Dick, Jr.  
 E-mail: rdickjr@leegov.com  
 Project/Contract Title: Fiesta Village West Oxidation Ditch  
 Project Contract Number: B210331TRD  
 Project/Contract Amount: \$333,812.50  
 Project/Substantial Completion Date or Percent Complete: Dec 2022

**Reference #2:**

Name: Palm Beach County WUD  
 Address: 8100 Forest Hill Dr., West Palm Beach, FL 33413  
 Telephone No.: 561-307-6718 Fax No.: 561-307-6718  
 Contact: Anthony Deutsch  
 E-mail: afdeutsch@pbwater.com  
 Project/Contract Title: WRWRF Oxidation Ditch 2

Project Contract Number: 20-024/CC Tank Cleaning Services  
 Project/Contract Amount: 231,573.00  
 Project/Substantial Completion Date or Percent Complete: Mar 2023

**Reference #3:**

Name: City of Fort Lauderdale  
 Address: 949 NW 38th St., Ft. Lauderdale, FL 33309  
 Telephone No.: 954-828-4122 Fax No.: 954-828-4122  
 Contact: Justin Murray  
 E-mail: jmurray@fortlauderdale.gov  
 Project/Contract Title: GT Lohmeyer WWTP Sludge Tank  
 Project Contract Number: PP223228  
 Project/Contract Amount: 95222.35  
 Project/Substantial Completion Date or Percent Complete: Jul 2022

**Reference #4:**

Name: Miami Dade Water and Sewer  
 Address: 6825 SW 87th Ave., Miami, FL 33173  
 Telephone No.: 305-607-5670 Fax No.: 305-607-5670  
 Contact: Frank Lozano  
 E-mail: flozano@miamidade.gov  
 Project/Contract Title: RTQ-00662 Dewatering and Tank Cleaning Services  
 Project Contract Number: Reservoir Cleaning Services  
 Project/Contract Amount: \$313,000.00  
 Project/Substantial Completion Date or Percent Complete: Dec 2020

**AUTHORIZED SIGNATORIES**

The Bidder represents that the following persons are authorized to sign bids, and/or sign contracts and related documents to which the bidder will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the bidder should provide with their bid submittal proof of authorization.

| <u>Name</u>            | <u>Title</u> | <u>Indicate Principal or Authorized Authority</u> |
|------------------------|--------------|---|
| Denver J. Stutler, Jr. | CEO          | Principal   |
|                        |              |   |
|                        |              |   |
|                        |              |   |



**ATTACHMENT B**

**BIDDER'S CERTIFICATION FORM**

I have carefully examined the Invitation for Bids, Instructions to bidders, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid, including all exhibits and attachments completed and submitted with this bid, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

**U.S. Submergent Technologies, LLC**

NAME OF BUSINESS

BY:

SIGNATURE

**Denver J. Stutler, Jr., CEO**

NAME & TITLE, TYPED OR PRINTED

**2201 Cantu Court, Suite 116**

MAILING ADDRESS

**Sarasota, FL 34232**

CITY, STATE, ZIP CODE

**(941) 216-0149**

TELEPHONE NUMBER

**(941) 216-0149**

FAX NUMBER

**dstutler@usstholdings.com**

E-MAIL ADDRESS

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of April, 2023, by Denver Stutler (name of person) as agent (type of authority, (e.g., officer, trustee, attorney in fact, etc.)) for U.S. Submergent Technologies (name of entity/party on behalf of whom instrument was executed).

*Elizabeth Goldsmith*

Signature of Notary Public - State of Florida

Print, Type, or Stamp Notary Name:



(Affix Notary Stamp or Seal Above)

Personally Known or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

**ATTACHMENT C**

**CONTRACT AND ACCEPTANCE FORM**

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

[Signature]  
SIGNATURE

**Denver J. Stutler, Jr., CEO**  
NAME & TITLE, TYPED OR PRINTED

**U.S. Submergent Technologies, LLC**  
NAME OF BUSINESS

**2201 Cantu Court, Suite 116**  
MAILING ADDRESS

**Sarasota, FL 34232**  
CITY, STATE, ZIP CODE

PHONE: ( 941 ) 216-0149

FAX: ( 941 ) 216-0149

E-MAIL: **dstutler@usstholdings.com**

State of Florida  
County of Florida Sarasota

Sworn to (or affirmed) and subscribed before me this 11<sup>th</sup> day of April, 2023, by Denver Stutler,

Elizabeth Goldsmith  
Signature of Notary

Notary Public, State of Florida

Personally Known (circle if applicable)



-OR-

Produced Identification : \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**FOR USE BY THE CITY OF ORLANDO ONLY**

This contract is awarded to the party listed above as a: Primary Supplier:  Secondary Supplier: \_\_\_\_\_

This contract is for: All Item Numbers:  or Item Numbers: \_\_\_\_\_

INITIAL CONTRACT TERM: 6/11/23 to 6/10/26

**ACCEPTANCE:** (Brian Ferrier per delegation dated 07/31/2023)

CITY OF ORLANDO, FLORIDA  
By: [Signature]  
Chief Procurement Officer SPONSOR

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.  
[Signature]  
Assistant City Attorney  
ORLANDO, FLORIDA

~~DAVID BILLINGSLEY, CPSM, C.P.M.~~  
Brian Ferrier, NIGP-CPP, CPPO  
Date: August 1, 2023

Date: 8/1, 2023

## Delegation of Authority - August 1, 2023

David M Billingsley <DAVID.BILLINGSLEY@orlando.gov>

Mon 7/31/2023 4:25 PM

To: Brian J Ferrier <brian.ferrier@orlando.gov>; Lee R Donate <LEE.DONATE@orlando.gov>; Torry L Connolly <Torry.Connolly@orlando.gov>; J. P. De Guzman <john.deguzman@orlando.gov>; Lenny Koryak <LEONID.KORYAK@orlando.gov>

Cc: Michelle D Mccrimmon <MICHELLE.MCCRIMMON@orlando.gov>

I will be out of the office on Tuesday, August 1, 2023, returning to the office on Wednesday, August 2.

While I am out of the office, Brian Ferrier has delegated authority to sign POs and contracts up to \$75,000, POs and contracts between \$75,000 and \$100,000 with the CFOs approval, and POs and contracts over \$100,000 that have been approved by City Council. In addition, Brian has delegated authority during this time to approve RFP Advisory Committees, RFP Advisory Committee minutes, sole source procurements and day-to-day activities.

Thanks,  
David

David Billingsley  
Chief Procurement Officer  
Procurement and Contracts Division  
City of Orlando  
407.246.2897



***Important Update:*** City of Orlando's Procurement and Contracts Division has partnered with OpenGov and is excited to announce that **on May 1, 2023**, the City began advertising all its new bidding opportunities on OpenGov. To continue to receive solicitation notifications and stay up-to-date on our bidding opportunities, please register for free at our [new e-Procurement Portal located here](#).

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Florida has a very broad public records law. As a result, any written communication created or received by the City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

**ATTACHMENT D****MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:**

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise  
City Hall at One City Commons  
400 South Orange Avenue - 8<sup>th</sup> Floor  
Orlando, Florida 32801  
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: **Not Applicable** \_\_\_\_\_

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder may be asked to meet with the City's M/WBE Department after the Notice of Intended Action-Award of Bid has been posted to discuss any potential subcontracting opportunities with City certified M/WBE firms.

**ATTACHMENT E****VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM**

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: Not Applicable

Certification Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

**ATTACHMENT F**

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the Bidder certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:

None

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Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, L

Name of Company

APRIL 11, 2023


Date

**ATTACHMENT G**

**CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM**

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

| Page No. | Section | Applicable Exempting Law | Detailed Explanation/Justification with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary |
|----------|---------|--------------------------|--|
| N/A      |         |                          |  |
|          |         |                          |  |
|          |         |                          |  |
|          |         |                          |  |
|          |         |                          |  |

  
 \_\_\_\_\_  
 Signature

Denver J. Stutler, Jr.  
 \_\_\_\_\_  
 Name

CEO  
 \_\_\_\_\_  
 Title

U.S. Submergent Technologies, Inc.  
 \_\_\_\_\_  
 Name of Company


April 11, 2023  
 \_\_\_\_\_  
 Date

**ATTACHMENT H**

**ADDENDUM RECEIPT VERIFICATION**

Bidders must acknowledge each addenda on this form and upload document to the your bid submittal on vendorlink. Failure to acknowledge and upload EACH addenda may result in a non-responsive bid. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

|                       |                        |
|-----------------------|------------------------|
| Addendum No. <u>1</u> | Dated <u>3/31/2023</u> |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |
| Addendum No. _____    | Dated _____            |

  
 \_\_\_\_\_  
 Signature

Denver J. Stutler, Jr.  
 \_\_\_\_\_  
 Name

CEO  
 \_\_\_\_\_  
 Title

U.S. Submergent Technologies, I  
 \_\_\_\_\_  
 Name of Company

APRIL 11, 2023  
 \_\_\_\_\_  
 Date



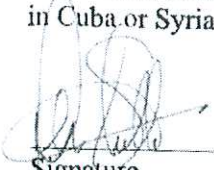
ATTACHMENT I

CERTIFICATION REGARDING PROHIBITION AGAINST  
CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

  
\_\_\_\_\_  
Signature

Denver J. Stutler, Jr.  
\_\_\_\_\_  
Name

CEO  
\_\_\_\_\_  
Title

U.S. Submergent Technologies, Inc.  
\_\_\_\_\_  
Name of Company

April 11, 2023  
\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**US Submergent Technologies, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see Instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**2201 Cantu Ct, Ste 116**

**6** City, state, and ZIP code  
**Sarasota, FL 34232**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

|  |  |  |   |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|
|  |  |  | - |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|

or

Employer identification number

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 4 | 5 | - | 3 | 8 | 0 | 5 | 2 | 5 | 8 |
|---|---|---|---|---|---|---|---|---|---|

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶     Date ▶ **1/4/2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# CITY OF ORLANDO

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## ADDENDUM

**DATE:** March 31, 2023  
**TO:** All Prospective Respondents  
**FROM:** Javarie McDonald, Purchasing Agent II  
Procurement and Contracts Division  
**SUBJECT:** **IFB23 - 0211, Reservoir Environmental Cleaning Services  
Addendum One (1)**

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

**A. THE SOLICITATION DUE DATE IS HEREBY CHANGED**

**FROM:** April 4, 2023, at 2:00 p.m., Local Time City of Orlando, FL

**TO:** April 18, 2023, at 2:00 p.m., Local Time City of Orlando, FL

**B. REVISED BID PRICE FORM**

Replace Bid Price Form page one (1) with the revised page included on Attachment "B" of this Addendum.

**C. QUESTIONS RECEIVED AND ANSWERS:**

**Question No. One (1):**

Because MOT or a water meter are not anticipated to be required on all cleaning projects, would the City consider a markup of 5% on all MOT or water meter invoices required on a project specific basis?

**Answer No. One (1):**

The City will not consider any markup. MOT is not expected, however "The Contractor shall be responsible for obtaining a water meter and pay all related costs necessary" per section 4.4 EXECUTION "C".

**Question No. Two (2):**

In the interest of providing value to the City, would the City consider adding line items for the use of structure assessment capabilities? This would allow for a targeted and more productive cleaning process, thereby saving the City days and money on cleaning. Proposed line items below:

**PROCUREMENT AND CONTRACTS DIVISION**

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990  
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

| Qty   | Unit       | Item Description   |
|-------|------------|--|
| 1     | LS         | Mobilization and Demobilization (up to 5,000 SF)   |
| 1     | LS         | Mobilization and Demobilization (> 5,001 SF)   |
| 1     | Per Day    | Aerial Access Equipment (e.g. aerial lift, crane)  |
| 1,000 | Per SF     | SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, up to 5,000 SF)                       |
| 1,000 | Per SF     | SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, additional footage 5,001 - 16,500 SF) |
| 1,000 | Per SF     | computed and mapped (per tank, additional footage >16,500 SF)  |
| 1,000 | Per SF     | In-Situ Density Sampling and Lab Analysis (per tank, up to 5,000 SF)   |
| 1,000 | Per Sample | In-Situ Density Sampling and Lab Analysis (per tank, additional footage 5,001 - 16,500 SF)   |
| 1,000 | Per Sample | In-Situ Density Sampling and Lab Analysis (per tank, additional footage >16,500 SF)  |
| 1,000 | Per CF     | QA/QC Bid Quantities   |

**Answer No. Two (2):**

The City will not consider adding additional line items to the Bid Price Form.

**Question No. Three (3):**

What are the MBE/WBE requirements, if any, on this solicitation? We operate patented equipment which is not available in the marketplace and will not typically be able to include subcontractors in our operation.

**Answer No. Three (3):**

The City looks for opportunities to partner with certified firms that establishes goals of 18% MBE, 6% WBE and 2% VBE if applicable. Please see **ATTACHMENT D** and **ATTACHMENT E**.

**Question No. Four (4):**

Will the City allow for Price escalations for inflation or cost increases, for example using an annual CPI adjustment?

**Answer No. Four (4):**

A price increase at each renewal period may be considered, provided they are reasonable and acceptable to the City. Please see section **5.57. BID PRICES**.

**Question No. Five (5):**

Will the City specify a minimum gallons per minute for line item 4 "Additional Feature – Jetting (As Required)" of 200 GPM?

**Answer No. Five (5):**

The City will not revise the Bid Price Form.

**Question No. Six (6):**

To simplify the disposal, pay items, would the City consider revising lines 12 and 14 to exclude transportation costs (making it disposal cost only), and add a line item for transportation only on a per hour or per mile basis?

**Answer No. Six (6):**

The City will not revise the Bid Price Form.

**Question No. Seven (7):**

Would the City consider combining Line Items 10 and 11 into a single item for “Additional Feature – Roll Off Truck and Auxiliary Pressure Box Containment System?”

**Answer No. Seven (7):**

The City will not revise the Bid Price Form.

**Question No. Eight (8):**

To allow for the inclusion of new cleaning equipment available in the marketplace, would the City consider adding a line item “Additional Feature – 75’ Knuckle Boom Crane?”

**Answer No. Eight (8):**

The City will not revise the Bid Price Form.

**Question No. Nine (9):**

Would the City specify a 2,000 GPM requirement for the downhole pump referenced in line 6 to ensure it can effectively accomplish the requested scope?

**Answer No. Nine (9):**

Please refer section **4.3 Equipment** as it relates to the downhole pump on page 8–9 of the solicitation.

**Question No. Ten (10):**

Would the City consider including language making this contract available for Cooperative Purchasing by other agencies? For example, the previous contract included: “43. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

**Answer No. Ten (10):**

In reference to section **5.50 Purchasing Agreements with other Government Agencies**: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

**Question No. Eleven (11):**

Would the City consider changing lines 1 & 2 to say “Mobilization and Demobilization – Non-Emergency Basis/In Service Area” and “Mobilization and Demobilization – Emergency Basis/Out of Service Area”?

**Answer No. Eleven (11):**

The City will not revise the Bid Price Form.

**Question No. Twelve (12):**

In order to better meet the needs of the City, would the City have interest in including a line item for “Out-of-Scope Services”?

**Answer No. Twelve (12):**

The City has revised the Bid Price Form to include the “Out-of-Scope Services” for “Labor Hourly Rate Technician/Service Person” and “Additional Material Cost % above cost”. Please refer to **Section B of this Addendum, Revised Bid Price Form.**

- D. **FINAL COMMENT:** Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the specified date referenced in the solicitation will not be given any consideration. Please remember that you are to base your bid on the original solicitation package plus any (and all) subsequent addendum (or addenda) issued.

**THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL AT THE END OF THE SUBMITTAL.**

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

**SIGNATURE PAGE**

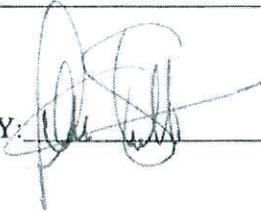
Respondents are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with the submittal. Failure to do so may subject the Bidder/Proposer to disqualification.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

U.S. Submergent Technologies, LLC

NAME OF BUSINESS

BY: 

APRIL 13, 2023

SIGNATURE/DATE

Denver J. Stutler, Jr., CEO

NAME & TITLE, TYPED OR PRINTED

2201 Cantu Court, Suite 116

MAILING ADDRESS

Sarasota, FL 34232

CITIES, STATE, ZIP CODE

( 941 ) 216-0149

(941) 216-0149

AREA CODE WITH TELEPHONE and FAX NUMBERS

**ATTACHMENT "A"**



**REVISED BID PRICE FORM**



**\*\*\*\*\* REVISED BID PRICE FORM \*\*\*\*\***

You are invited to Bid on the following: IFB23-0211, RESERVOIR ENVIRONMENTAL CLEANING SERVICES

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the work within time limits as agreed for the following bid prices.

The Contractor shall furnish all labor, materials and equipment necessary for properly cleaning various size structures. Types of structures shall include both Sanitary Sewer and Stormwater systems. It is the intent of the City to award multiple contracts for use as an as needed basis.

| BID ITEM # | QTY  | UNIT       | ITEM DESCRIPTION  | UNIT PRICE (In Numerals) | EXTENDED PRICE (In Numerals) |
|------------|------|------------|---|--------------------------|------------------------------|
| 1          | 1    | Lump Sum   | MOBILIZATION AND DEMOBILIZATION NON-EMERGENCY BASIS   | \$6,500.00               | \$6,500.00                   |
| 2          | 1    | Lump Sum   | MOBILIZATION AND DEMOBILIZATION EMERGENCY BASIS   | \$9,500.00               | \$9,500.00                   |
| 3          | 100  | Per Day    | BASELINE SERVICE EQUIPMENT AND QUALIFIED CREW (VAC ONLY)  | \$4,250.00               | \$425,000.00                 |
| 4          | 100  | Per Day    | ADDITIONAL FEATURE- JETTING (AS REQUIRED)   | \$1,200.00               | \$120,000.00                 |
| 5          | 100  | Per Day    | ADDITIONAL FEATURE- 49' KNUCKLE BOOM CRANE WITH TELESCOPING TUBES   | \$2,000.00               | \$200,000.00                 |
| 6          | 100  | Per Day    | ADDITIONAL FEATURE- DOWNHOLE PUMPING WET SYSTEM CLEANING  | \$2,500.00               | \$250,000.00                 |
| 7          | 100  | Per Day    | ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW  | \$3,000.00               | \$300,000.00                 |
| 8          | 100  | Per Day    | ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW (SUPPLIED AIR REQUIRED)  | \$4,000.00               | \$400,000.00                 |
| 9          | 100  | Per Day    | ADDITIONAL FEATURE- HEAVY DEBRIS JETTING (GREATER THAN 500 GPM)   | \$2,500.00               | \$250,000.00                 |
| 10         | 100  | Per Day    | ADDITIONAL FEATURE- ONSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM   | \$1,200.00               | \$120,000.00                 |
| 11         | 100  | Per Day    | ADDITIONAL FEATURE- OFFSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM  | \$2,400.00               | \$240,000.00                 |
| 12         | 2500 | Per Ton    | DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL OFFSITE (INCLUDES TRANSPORTATION)   | \$105.00                 | \$262,500.00                 |
| 13         | 2500 | Per Hour   | DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL AT CITY FACILITY AT 5100 L.B. McLEOD RD (INCLUDES TRANSPORTATION)                       | \$35.00                  | \$87,500.00                  |
| 14         | 2500 | Per Ton    | DISPOSAL OF STORMWATER SYSTEM SOLID WASTE MATERIAL (INCLUDES TRANSPORTATION)  | \$80.00                  | \$200,000.00                 |
| 15         | 1    | Per Hour   | LABOR HOURLY RATE TECHNICIAN / SERVICE PERSON   | \$150.00                 | \$150.00                     |
| 16         |      | Percentage | MATERIAL COST (PARTS, COMPONENTS, SUPPLIES, ETC.) - FURISHED BY THE BIDDER WITH PRIOR APPROVAL BY THE CITY'S REPRESENTATIVE BEFORE USE. | 15 %                     |                              |

TOTAL \$ 2,871,150.00

Bidder Initials DJS



**Agenda Item #10B  
Stormwater Design Services**

**CITY OF NEPTUNE BEACH  
CITY COUNCIL MEETING  
STAFF REPORT**

|                        |  |
|------------------------|--|
| <b>AGENDA ITEM:</b>    | Water Reclamation Facility – Stormwater Design Services  |
| <b>SUBMITTED BY:</b>   | Deryle Calhoun, P.E.<br>Public Works Director  |
| <b>DATE:</b>           | February 27, 2024  |
| <b>BACKGROUND:</b>     | <p>CONB City Council approved the stormwater strategic plan which was developed after receiving input from CONB residents in a series of workshops. The plan includes the 400 and 500 blocks of South Street, Myra Street and Margaret Street.</p> <p>Staff worked in the 400 block of South Street to direct flow to existing catch basins by reestablishing a swale and reforming asphalt as needed. The subject of this proposal is the 500 block of South Street at 5<sup>th</sup> Street, in addition to Myra Street and Margaret Street.</p> <p>Jones Edmunds has provided a proposal of \$41,278.00 to provide engineering design services (lump sum \$32,478.00), subsurface utility exploration in support of design as needed and construction administration (time and materials \$8,800.00). Jones Edmunds has a current continuing services contract with CONB.</p> |
| <b>BUDGET:</b>         | Budget report on 2/27/24 indicates an FY24 budget for Stormwater – Professional Services (441-1441-541-30-31) of \$150,000.00 with a Budget Available of \$117,902.25.   |
| <b>RECOMMENDATION:</b> | Award to Jones Edmunds in the amount of \$41,278.00.   |
| <b>ATTACHMENT:</b>     | <ul style="list-style-type: none"> <li>• Proposal from Jones Edmunds</li> <li>• Photos of improvements at South St. and 4<sup>th</sup> St., and typical flooding along streets included in this request.</li> </ul>  |

Improvements on South Street at 4<sup>th</sup> Street



Myra Street



Margaret Street



South Street at 5<sup>th</sup> Street



February 15, 2024

Deryle Calhoun, Jr., PE  
Public Works Director  
City of Neptune Beach  
2010 Forest Avenue  
Neptune Beach, Florida 32266

RE: South Street, Myra Street, and Margaret Street Drainage Improvements  
Scope of Services  
Contract: CONB RFQ 2021-04  
Jones Edmunds Opportunity No.: 95460-038-24

Dear Mr. Calhoun:

Jones Edmunds is pleased to continue serving the City of Neptune Beach with professional engineering services regarding drainage improvements for the 500 block of South Street, the 400 block of Myra Street, and the 400/500 blocks of Margaret Street. The project consists of local-scale drainage improvements to reduce the severity, duration, and frequency of nuisance flooding at these locations.

This Scope of Services is based on discussions between Jones Edmunds and the City and includes the professional engineering activities associated with preparing construction documents suitable for bidding and constructing the improvements.

## SCOPE OF SERVICES

### TASK 1 ENGINEERING DESIGN SERVICES

Per the City's request, Jones Edmunds will subcontract with Kennedy Civil Services (KCS) to develop engineering design and construction plans to reduce nuisance flooding for the 500 block of South Street, the 400 block of Myra Street, and the 400/500 blocks of Margaret Street. Services performed by KCS will include obtaining topographic survey, engineering design and plan preparation, subsurface utility explorations (if necessary), and construction administration services. A detailed cost proposal from KCS is included in Attachment A.

Jones Edmunds will coordinate with the City and KCS, provide independent review of the construction plans, and attend up to 3 project coordination meetings.

**Deliverables:** Jones Edmunds/KCS will submit a draft final set of plans to the City for review and comment. Jones Edmunds/KCS will address City comments and deliver a PDF of the final Drawings. Project meetings will be attended as needed.

## SCHEDULE

This Task Assignment shall commence upon receipt of a Notice to Proceed (NTP) and continue until the Scope of Services is completed and accepted by the City. Jones Edmunds and KCS will meet with the City at the beginning of the project to determine a reasonable schedule.

## COMPENSATION

Based on this Scope of Services, the City will compensate Jones Edmunds for a total not-to-exceed fee of \$41,278.00. The design and topographic survey work will be completed on a lump-sum percent-complete basis, and the construction administration and subsurface utility explorations will be completed on a time-and-materials basis. A detailed Fee Estimate is included in attachment B.

| Task  | Fee                |
|---|--------------------|
| Engineering Design Services (Lump Sum)                                      | \$32,478.00        |
| Construction Admin. and Subsurface Utility Exploration (Time and Materials) | \$8,800.00         |
| <b>TOTAL</b>  | <b>\$41,278.00</b> |

## PROPOSAL CLARIFICATIONS

### EXCLUSIONS

The following items or services are excluded from this Scope of Services:

- Environmental Investigation.
- Groundwater Modeling.
- Ownership or Easement Issues – Easement Documents.
- Wetland Delineation/Mitigation Area Design/Permitting.
- Tree Mitigation/Landscape Design/Irrigation.
- Retaining Wall or Structural Design.
- Construction Supervision.
- Materials Testing.
- Geotechnical Investigation and reports.
- Public Outreach.
- Communication or Electrical Design/Coordination.
- Survey Services beyond what is defined in the KCS scope.
- Architectural, Hardscape, or Site Lighting Design.
- FEMA CLOMR or LOMR / Floodplain Analysis.
- Permitting with any regulatory agency including by not limited to SJRWMD, FDEP, City of Neptune Beach, and ACOE.
- Subsurface Utility Exploration beyond what is defined in the KCS scope.

Deryle Calhoun, Jr., PE  
February 15, 2024  
Page 3

If you have any questions or comments, please contact Jarrod Hirneise at (904) 744-5401 or via email at [jhirneise@jonesedmunds.com](mailto:jhirneise@jonesedmunds.com) .

Sincerely,



Jarrod Hirneise, PE  
Senior Project Manager  
8657 Baypine Road, Suite 300  
Jacksonville, Florida 32256

Attachments: Fee Estimate, KCS Fee Proposal

## **KCS Cost Proposal**





# KENNEDY CIVIL SERVICES

January 25, 2024

Jones Edmunds  
Attn: Brian J. Icerman, P.E.  
730 NE Waldo Rd  
Gainesville, FL 32641

Re: **Proposal for Engineering Services**  
**City of Neptune Beach Drainage Improvements**  
**City of Neptune Beach, FL**  
**KCS Proposal No. P24-002**

Dear Mr. Icerman,

Kennedy Civil Services, Inc. (KCS) is pleased to submit the following fee proposal to Jones Edmunds (THE CLIENT) for providing Civil Engineering Design and Construction Plan Preparation to address nuisance drainage in South Street, Myra Street, and Margaret Street in Neptune Beach, FL (see attached map)

## SCOPE OF WORK:

### Phase C1- Engineering Design and Plan Preparation:

KCS will offer Engineering Design Construction Plan preparation for drainage improvements to address the identified nuisance drainage issues. The engineering plans will include at a minimum the following drawings:

Grading and Drainage Plan - The Grading and Drainage Plan will show existing and proposed grades and spot elevations, stormwater collection system, and proposed stormwater pipes.

Detail Sheets - The Detail Sheets will show the necessary details for paving and sidewalk repair and stormwater management system construction.

General Notes and Specification Sheet - The General Notes and Specifications Sheet will indicate the necessary construction specifications and notes for the proposed work.

Maintenance of Traffic – The maintenance of traffic plans will provide details for lane closures and work on roadway shoulders during active construction.

It is understood that the design of one stormwater pump station will be incorporated into the design and plan preparation. Should the design of a second pump station be required KCS will adjust their fee accordingly. This phase of the contract includes plan revisions that address comments from the Client up until construction begins at which point requested revisions will be performed under the Construction Administration phase of this contract.

**Phase CA - Construction Administration**

KCS will provide construction services including shop drawing review, design clarifications, and certificates of completion.

For final certifications of the improvements, KCS will review utility as-builts prepared by the contractor, the required pavement/soil testing reports. Repeated reviews required for test failures and/or construction deficiencies shall be billed as additional services at the hourly rates shown herein.

This phase shall also include periodic site visits to verify construction and certify to work observed. These visits shall be for a single construction phase and generally be on a monthly basis.

**Phase S1 – Topographic Survey**

KCS will contract with a licensed professional surveyor to provide a topographic survey of the following areas:

- South St right of way from 535 South St to the 5th St edge of pavement
- Myra St right of way from 440 Myra Street to the western end of Myra.
- Margaret St right of way from 411 Margaret to the western end of Margaret.

**Phase S2 – Subsurface Utility Engineering Level B (if necessary)**

KCS will contract with a surveying and mapping company that provides SUE Level B surveys (i.e. horizontal utility designates).

**Phase S3 – Subsurface Utility Engineering Level A (if necessary)**

KCS will contract with a surveying and mapping company that provides SUE Level A surveys (i.e. soft digs) on any utilities that will produce potential subsurface conflicts with proposed stormwater elements. Note: This phase assumes a minimum of 4 holes. Additional holes will be performed at \$575 / hole in areas of soft cover and \$700 per hole in areas of hard cover.

**SCHEDULE OF WORK:**

KCS will commence the work upon receipt of a signed proposal and will work with you to meet a reasonable schedule.

**COMPENSATION:**

KCS proposes to perform the work for the Phases described above for the following fees:

|  |                                  |
|--|----------------------------------|
| Phase C1 – Engineering Design and Plan Preparation               | \$ 22,000.00 – Lump Sum          |
| Phase CA – Construction Administration                           | \$ 3,800.00 – Budget, Hrly Rates |
| Phase S1 – Topographic Survey                                    | \$ 5,100.00 – Lump Sum           |
| Phase S2 – Subsurface Utility Engineering Level B (if necessary) | \$ 2,600.00 – Lump Sum           |
| Phase S3 – Subsurface Utility Engineering Level A (if necessary) | \$ 2,400.00 – Lump Sum           |
|  | <hr/>                            |
|  | \$ 35,900.00 – Est. Maximum      |

We recommend that you budget \$250 to cover the costs of mileage, courier services, express mailings, blueprinting, or other reimbursables. It should be noted that permitting fees are not included with this budget. Should KCS be asked to pay permit fees, these will be billed to you as a separate line item on your monthly invoice and will be marked up 15% per the Attached Terms and Conditions of the Agreement.

**EXCLUSIONS:**

This proposal does not include the following:

1. Tree Mitigation or Code Landscape Design
2. Communication or Electrical Design / Coordination
3. Geotechnical investigation and reports
4. Wetland Environmental Permitting, Evaluations or Delineation
5. Surveying Services beyond what is defined the scope above
6. Architectural, Hardscape or Site Lighting Design
7. FEMA CLOMR or LOMR/ Flood Plain Analysis
8. Permitting with any regulatory agency including but limited to the SJRWMD, City of Neptune Beach, and FDEP

One or more of the above services may be required for KCS's completion of the subject project. KCS will inform you of the need for any of the above-mentioned services and will aid you in your selection of a qualified firm to perform these additional services. Invoices for these services will be billed to you directly by the firm performing the work.

**ADDITIONAL OR MISCELLANEOUS SERVICES:**

KCS proposes to provide Additional or Miscellaneous Services outside the SCOPE OF WORK on an hourly basis utilizing KCS Schedule of Rates plus the direct cost of expenses. If the scope is definable, KCS may

January 25, 2024

provide either a Lump Sum Fee or Not-to Exceed Fee based upon the rates listed in the Terms and Conditions of the Agreement. In either case, written authorization must be obtained from THE CLIENT to perform any work outside the scope of this contract.

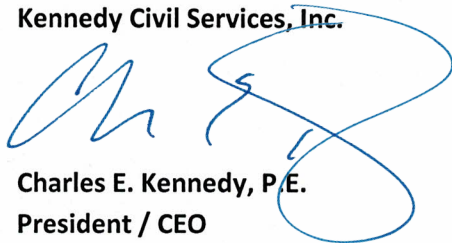
**TERMS AND CONDITIONS OF THE AGREEMENT:**

The Terms and Conditions of the Agreement are attached and made a part of this fee proposal.

This proposal will remain in effect for a period of 60 days from the date of this letter. Acceptance after that period is subject to a review of the conditions stated herein, and possible revision by KCS in response to changed conditions. If this proposal meets with your approval, please execute by signing below and return one signed copy to us (e-mailed copies are acceptable).

Thank you for this opportunity to serve you and your family. We look forward to working with you on this project.

Sincerely,  
**Kennedy Civil Services, Inc.**



**Charles E. Kennedy, P.E.**  
**President / CEO**

Approved and Authorized by Brian J. Icerman

\_\_\_\_\_  
By: Brian J Icerman

\_\_\_\_\_  
Date:



# KENNEDY CIVIL SERVICES, INC.

## Terms and Conditions of the Agreement

Standard of Care: Kennedy Civil Services, Inc. ("KCS") shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. KCS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

### Schedule of Rates and Job Classification

KCS rates are subject to review and adjustment January 1st of each year.

| Category           | 2023 Fiscal Year Hourly Billing Rates |
|--------------------|---------------------------------------|
| Principal Engineer | \$190.00                              |
| Administrator      | \$ 70.00                              |

Contract Terms: KCS will enter into one of the two types of agreements. The first type of contract will be a Lump Sum Contract where the scope of services is definable, and a fixed fee will be established. The second type of contract will be Hourly with a budget; this contract type will be used where the scope of services is not well defined. In general, KCS will not exceed the budget without the CLIENT'S approval. In cases where the hourly activities exceed the budget within a monthly billing cycle, the hourly charges may exceed the budget without formally notifying the CLIENT. If an hourly budget requires adjustment, KCS shall notify the CLIENT by e-mail or written communication requesting authorization.

Schedule for Payment: Payment will be due upon receipt of invoices.

- If payment is not received within 30 days from the date of the invoice, interest will be charged at a rate of 1-1/2 percent per month on the unpaid balance retroactive to the invoice date.
- If payment is not received within 60 days from the date of the invoice all work on the project cease until payment is made.
- In the event of non-payment KCS may, without waiving any claim or right against THE CLIENT and without liability whatsoever to THE CLIENT, terminate the performance of the service.
- In the event any portion or all of an account remains unpaid 90 days after billing, THE CLIENT will pay all costs of collection, including reasonable attorney's fees.

Retainer: The retainer (if collected) will be returned to the CLIENT after the final billing cycle once all invoices have been paid in full. Should the CLIENT default on payment or there be an outstanding balance on the CLIENT's account after the final invoice has been paid, the retainer will be used to pay the remaining invoice balance with the retainer balance being returned to the CLIENT once all KCS expenses have been paid in full.

Reimbursable Expenses: Reimbursable costs shall be paid at KCS's cost plus 15%. Reimbursable costs may include fees of Professional Associates whose expertise is required to complete the project and other out-of-pocket expenses. Out-of-pocket expenses will include, but not be limited to, permit fees, travel expenses (lodging, meals, etc.), job-related travel at the allowable IRS mileage rate for the current billing cycle, courier services, printing and reproduction costs, and special supplies and materials.

Liability: In recognition of the relative risks and benefits of the Project to the Client and KCS, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of KCS and KCS's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied (and no warranty is given by KCS by this Agreement or otherwise), of KCS or KCS's officers, directors, employees, agents, and subconsultants, *shall not exceed the total compensation received by KCS under this Agreement or \$50,000, whichever is less.* Under no circumstances shall KCS be liable for extra costs

or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client.

Because it is not the intent of this agreement for KCS to provide services involving or relating to hazardous waste materials nor is any such exposure anticipated by either party under this agreement, it is agreed that THE CLIENT shall indemnify and hold harmless KCS and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by the engineers or contractors, or claims against KCS related to hazardous waste materials or activities. This indemnification provision extends to claims against KCS which arise out of, are related to, or based upon the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water, or watercourse, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

**Indemnification:** To the fullest extent permitted by law THE CLIENT will indemnify and hold KCS harmless from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, or strict liability of THE CLIENT, anyone employed or engaged by THE CLIENT (except KCS), or anyone for whose acts, omissions or strict liability any of them may be liable, as adjudged by a court of law. KCS, shall indemnify and hold THE CLIENT harmless from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, to the extent that any such claim, damage or loss is caused by the negligent act, omission, or strict liability of KCS, anyone employed or engaged by KCS, or anyone for whose acts, omissions or strict liability any of them may be liable, as adjudged by a court of law.

**Use of Documents:** It is further understood and agreed that the construction documents and the ideas and designs incorporated therein as an instrument of professional service are the property of KCS and are not to be used, in whole or part, for any other project without written authorization of KCS. THE CLIENT agrees that KCS will not have any liability to THE CLIENT, or any third party, for any revision or addition to, alteration or deviation from KCS's Instruments of Service occurring subsequent to KCS's completion of services under this Agreement or earlier termination of this Agreement, or for use of KCS's Instruments of Service on another project by or on behalf of THE CLIENT, and THE CLIENT shall defend, indemnify and hold KCS harmless from and against all liability, loss, damages, costs and expenses, including reasonable attorneys' fees and disbursements, which KCS may at any time sustain or incur by reason of any such use, revision, addition, alteration or deviation by or on behalf of THE CLIENT.

**Termination of Services:** This agreement may be terminated either by THE CLIENT or KCS should the other fail to perform its obligations hereunder. In the event of termination, THE CLIENT will pay KCS for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Applicable Laws:** Unless otherwise specified, this agreement will be governed by the laws of the State of Florida, without regard to any conflicts of law rules, regulations, precedents or principles of any jurisdiction. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OF KENNEDY CIVIL SERVICES INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ANY CLAIMS, DAMAGES, OR DISPUTES ARISING OUT OF AND SUBJECT TO THIS CONTRACT.

**Certificate of Merit:** CLIENT shall make no claim (whether directly or in the form of a third-party claim) against KCS unless CLIENT shall have first provided KCS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to KCS thirty (30) days prior to the institution of such judicial proceedings.

**Certification by Engineer:** If KCS provides a signed or sealed statement of a professional engineer, then such certificate shall be construed as meaning that services performed and such certificate were based upon the certifying engineer's knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice, but it shall not be construed as a guarantee, representation or warranty. No warranty or representation, either express or implied, is given by KCS or any of its employees, agents, engineers, officers, owners or directors in connection with this Agreement.

Waiver of Consequential Damages: The parties mutually waive all claims against each other to recover consequential, special, exemplary, punitive, indirect or incidental losses or damages arising out of or related to this Agreement.

Entire Agreement: This Agreement and the Proposal to which it is attached together represent the entire agreement between the parties, and they supersede all prior discussions, negotiations, communications and correspondence between the parties concerning the subject matter of this Agreement and the Proposal. This Agreement and the Proposal may be modified only by a writing signed by each party to this Agreement.

Regardless whether this Agreement or the related Proposal is signed, the verbal or written acceptance, approval, notice to proceed, or request for services performed by KCS constitutes acceptance of the prices and terms contained in this proposal and agreement to pay for services rendered by KCS.

By executing below, the parties evidence their intent to be bound by this Agreement.

Kennedy Civil Services, Inc.

By:   
Charles E. Kennedy, P.E.  
President

Approved and Authorized by the Client

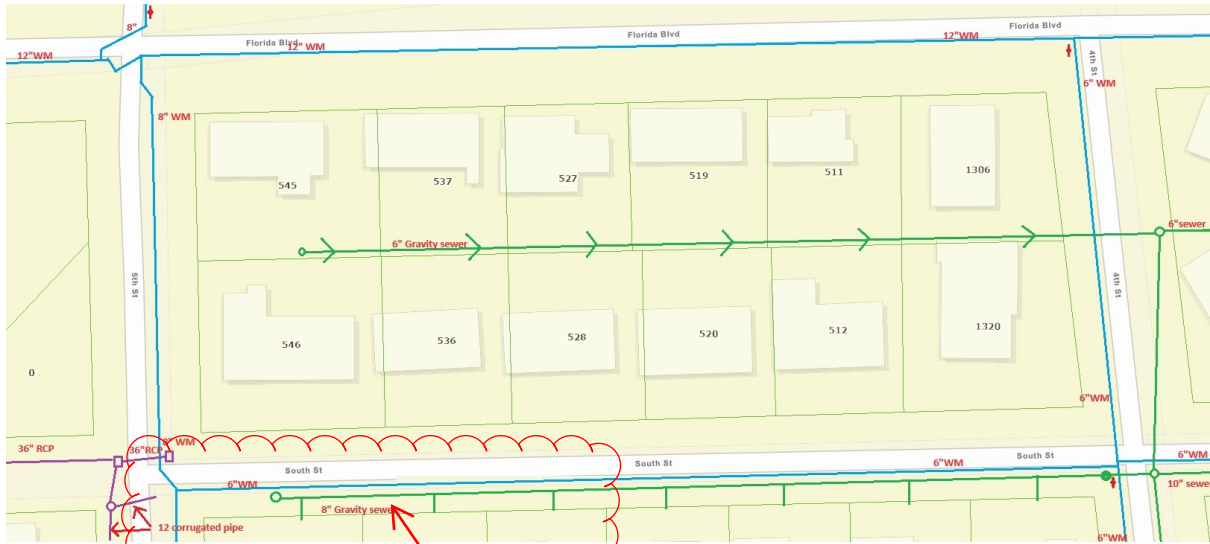
\_\_\_\_\_

Date: \_\_\_\_\_

By: Brian Icerman

Its: Senior Vice President

# CITY OF NEPTUNE BEACH NUISANCE DRAINAGE



**Construct Inlets and pipes as needed to resolve ponding at 535 and 536 South St**

**Construct Inlets and pipes as needed to resolve ponding at 426 Myra St**

**Construct inlets and pipes to resolve ponding in Maraget st**



**Construct Inlets and pipes as needed to resolve ponding at 441 and 416 Margaret St**



## **Fee Estimate**



Project Name: South Street, Myra Street, and Margaret Street Drainage Improvements  
 Client: The City of Neptune Beach  
 Opportunity Number: 95460-038-24

**Project Fee Estimate**

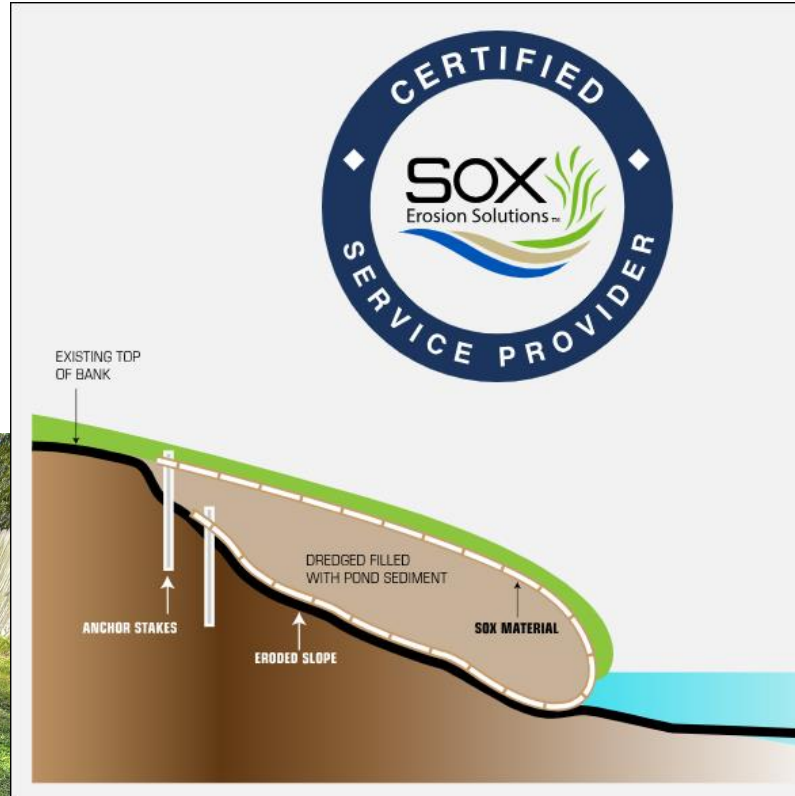
General Engineering Continuing Contract - CONB RFQ 2021-04

| Staffing Plan       |                    |              |                 |                            |               |                        |                      |
|---------------------|--------------------|--------------|-----------------|----------------------------|---------------|------------------------|----------------------|
| Sr. Project Manager | Project Officer QA | Sr. Engineer | Engineer Intern | Construction Administrator | CADD Designer | Const Proj Coordinator | Sr. Admin. Assistant |
| \$234.60            | \$255.00           | \$234.60     | \$105.00        | \$145.60                   | \$109.20      | \$78.00                | \$98.80              |

| Task No.  | Task Description                                      | Hours     |          |          |          |          |          |          | Labor Hours | Direct Labor       | Expenses         | Subconsultant Effort | Total Fee           |
|---|---|-----------|----------|----------|----------|----------|----------|----------|-------------|--------------------|------------------|----------------------|---------------------|
| <b>Engineering Design Services (Lump Sum)</b>                   |   |           |          |          |          |          |          |          |             |                    |                  |                      |                     |
|   | Engineering Design                                    | 12        | 2        | 6        |          |          |          |          | 24          | \$ 5,128.00        | \$ 250.00        | \$ 22,000.00         | \$ 27,378.00        |
|   | Topographic Survey                                    |           |          |          |          |          |          |          | 0           | \$ -               |                  | \$ 5,100.00          | \$ 5,100.00         |
|   | <b>Subtotal</b>                                       | <b>12</b> | <b>2</b> | <b>6</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>24</b>   | <b>\$ 5,128.00</b> | <b>\$ 250.00</b> | <b>\$ 27,100.00</b>  | <b>\$ 32,478.00</b> |
| <b>Construction Administration and SUE (Time and Materials)</b> |   |           |          |          |          |          |          |          |             |                    |                  |                      |                     |
|   | Subsurface Utility Engineering Level B (If Necessary) |           |          |          |          |          |          |          | 0           | \$ -               |                  | \$ 2,600.00          | \$ 2,600.00         |
|   | Subsurface Utility Engineering Level A (If Necessary) |           |          |          |          |          |          |          | 0           | \$ -               |                  | \$ 2,400.00          | \$ 2,400.00         |
|   | Construction Administration                           |           |          |          |          |          |          |          | 0           | \$ -               |                  | \$ 3,800.00          | \$ 3,800.00         |
|   | <b>Subtotal</b>                                       | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b>    | <b>\$ -</b>        | <b>\$ -</b>      | <b>\$ 8,800.00</b>   | <b>\$ 8,800.00</b>  |
|   | <b>Total</b>  | <b>12</b> | <b>2</b> | <b>6</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>24</b>   | <b>\$ 5,128.00</b> | <b>\$ 250.00</b> | <b>\$ 35,900.00</b>  | <b>\$ 41,278.00</b> |

# Davis Creek Erosion Control Pilot

Agenda Item #10C  
Davis Creek Erosion  
Control Pilot Program



# Davis Creek Erosion Control Pilot

- Pilot project includes installing 100' of Sox product on the west bank of Davis Creek at Florida Boulevard
- Project Goals:
  - Reduce or eliminate erosion
  - Identify plantings that reduce maintenance; mowing is costly, and Bahia is not performing well
  - Beautify drainage corridors



# Davis Creek Erosion Control Pilot

- Bluewater Environmental of Florida, Inc. is researching various plant options that are salt-tolerant including Peanut Grass and Muhly Grass

