

Resolution No. 2883

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2019 and terminating on September 30, 2020 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2019 and terminating on September 30, 2020 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2019 and

terminating on September 30, 2020 shall remain in full force and effect.

Section 2. Implementing administrative actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 13th day of July, 2020.

Attest:

City Commission of the City of
Sanford

Traci Houchin, MMC, FCRM

Traci Houchin, MMC, FCRM
City Clerk

Art Woodruff
Mayor

For use and reliance of the Sanford
City Commission only.
Approved as to form and legality.



William L. Colbert
William L. Colbert, City Attorney
Lonnie N. Groot, AIA



CITY OF
SANFORD
FLORIDA

 **APPROVED**

WS ___ RM X
Item No. 8.F

**CITY COMMISSION MEMORANDUM 20-120
JULY 13, 2020 AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Bilal Iftikhar, P.E., J.D., Public Works/ Utility Director
SUBMITTED BY: Norton N. Bonaparte Jr., City Manager
SUBJECT: Budget Amendment Resolution No. 2883 and Procurement for Removal of Contaminated Soils at the Former Police Headquarters Property; PPM Consultants, Inc.

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approval of Resolution No. 2883 to amend the budget and the procurement to PPM Consultants, Inc. (PPM) for services related to the remedial action related to the treatment of contaminated soils at the former Police Department Headquarters property is requested.

FISCAL/STAFFING STATEMENT:

Funding will be made available from the General Funds reserve account. Funds will then be made available in the Utilities Admin Other Charges account. A budget amendment in the amount of \$74,562 is required.

BACKGROUND:

The former Police Department Headquarters property, located at 815 South French Avenue (U.S. Highway 17/92) was used as a site vehicle fueling facility between 1974 and 1999. In 1974 two tanks were installed at the site (2,000 gallons and 3,000 gallons in capacity, respectively). In 1990 the tanks were removed and replaced with a tank with 10,000 gallons capacity. During the tank removal activities in 1990, petroleum hydrocarbon impacts were found. Although remedial actions occurred between 1992 and 1999, there was limited documentation of the type of remediation conducted and soils remained impacted today. In 2014, a bid was awarded to remove contaminated soils and monitoring wells were reinstalled.

The property was sold to a private owner, but the City has retained the right and continues to have the obligation to implement the clean-up of the property.

In 2019, a sampling indicated concentrations of petroleum constituents were found in monitoring Well MW-25 above their respective Florida Department of Environmental Protection Groundwater Cleanup Levels. Due to this finding additional monitoring and/or remedial actions are needed to achieve site closure.

PPM is a vendor under a City contract and the award is consistent with Consultants Competitive Negotiation Act (CCNA) requirements. The cost of the services is \$74,562.40.

LEGAL REVIEW:

The City Attorney's office has reviewed and has no legal objection to the procurement activity and the adoption of the budget amendment resolution.

RECOMMENDATION:

Staff recommends approval of procuring services from PPM in the amount of \$74,562.40 and the associated budget amendment implemented by Resolution No. 2883.

SUGGESTED MOTION:

"I move to approve the proposed procurement of PPM services and Resolution No. 2883."

- Attachments: (1). Budget amendment Resolution
(2). Budget amendment
(3). Scope
(4). CCNA RFQ-17/18-33

March 9, 2020

Bilal Iftikhar
Public Works / Utilities Director
City of Sanford
300 North Park Avenue
Sanford, Florida 32771

**Re: Proposal for Remedial Actions
Former Police Station Property
East 8th Street
Sanford, Seminole County, Florida
Contract No. 17/18-33
Proposal No. 20-70019**

Dear Mr. Iftikhar:

PPM Consultants (PPM), Inc. appreciates the opportunity to provide you with this proposal for remedial actions at the above-referenced facility.

1.0 MONITORING WELL INSTALLATION AND SAMPLING

Install one monitoring well to the northeast of MW-25 to act as the temporary point of compliance (TPOC). This was requested by the Florida Department of Environmental Protection (FDEP) during planning calls. The well will be installed to a total depth of 12 feet below ground surface. The well will be constructed of 10 feet of 2-inch diameter schedule 40 polyvinyl chloride (PVC), 0.010-inch slotted well screen and approximately 2 feet of 2-inch diameter schedule 40 PVC casing. The monitoring well will be completed with a bolt down 8-inch manhole cover set in a 2-foot by 2-foot concrete pad.

PPM will collect a groundwater sample from the new monitoring wells for laboratory analysis for volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons, and total recoverable petroleum hydrocarbons. Sample collection techniques will be implemented in general accordance with the FDEP Standard Operating Procedures for Field Activities (DEP-SOP-001/01) and Chapter 62-780 of the Florida Administrative Code (FAC). Groundwater will be purged until pH, temperature, conductivity, dissolved oxygen, oxidation-reduction potential, and turbidity parameters stabilized. Results of the groundwater sampling of the TPOC well will be included in the remedial action plan (RAP).

2.0 REMEDIAL ACTION PLAN

PPM will prepare a RAP to discuss the process by which PetroFix will be injected into the subsurface surrounding monitoring well MW-25. The RAP will be submitted to the FDEP for review before moving forward with the injections.

3.0 INJECTIONS

PPM plans to inject PetroFix[®] by Regenesis within the right-a-way (ROW) of East 8th Street and Laurel Avenue. PetroFix[®] is a dual function, in-situ product that utilizes colloidal activated carbon with an electron acceptor component. The mechanics of the remediation technique is that petroleum hydrocarbons are absorbed on to the colloidal active carbon which removes the petroleum hydrocarbon from the groundwater. Once the petroleum hydrocarbon has been absorbed on the colloidal carbon, the electron acceptor material provides accelerated bioremediation. The electron acceptor provided a much faster bioremediation rate than natural attenuation; however, the absorption happens almost instantaneously. Once the petroleum hydrocarbons come in contact with the colloidal activated carbon it is absorbed and removed from the groundwater.

Currently 2,000 pounds of PetroFix is planned to be mixed with 4,158 gallons of water to produce as total injection volume of 4,362 gallons. Injections will be performed in the city ROW and angled injections from the city ROW under the subject property to achieve the cleanup goal.

4.0 POST ACTIVE REMEDIATION MONITORING

As required by the FDEP, PPM will collect groundwater samples on a quarterly basis for four quarters. Samples will be collected from monitoring wells MW-15R, MW-23, MW-25, and the new TPOC well for laboratory analysis for VOCs. Sample collection techniques will be implemented in general accordance with the FDEP Standard Operating Procedures for Field Activities (DEP-SOP-001/01) and Chapter 62-780 of the FAC. Groundwater will be purged until pH, temperature, conductivity, dissolved oxygen, oxidation-reduction potential, and turbidity parameters stabilized. The analytical results will be documented in a groundwater monitoring report with recommendations for the next course of action.

5.0 SCHEDULE

The RAP will be initiated upon receipt of signed authorization from the Client. The estimated time for submittal of the report is four weeks from work authorization. Upon approval of the RAP by FDEP, injection activities will be scheduled. Upon completion of the injections, four quarters of monitoring will be needed to obtain clean closure.

6.0 COMPENSATION

PPM proposes to conduct the services described herein in accordance with PPM's Continuing Professional Services Contract. The groundwater sampling will be conducted on a time and materials basis for **\$74,562.40**. No additional expenses will be incurred without the written authorization of the City. If you find these terms acceptable, please provide written authorization.

PPM appreciates the opportunity to provide you with this proposal. If you have any questions or need additional information, please contact the undersigned at (407) 240-1127.

Sincerely,
PPM Consultants, Inc.




Gregory L. Sattler, P.E.
Senior Engineer



Amy L. Guilfoyle
District Manager

To authorize this scope of work under Contract 17/18-33, please sign below.

The City of Sanford



City Manager

City Clerk

7.14.2020

Date



7.14.2020

Date

**AGREEMENT BY AND BETWEEN THE CITY OF SANFORD PPM CONSULTANTS,
INC. FOR SOLICITATION NUMBER: RFQ 17/18-33**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this 10th day of December, 2018, by and between the City of Sanford, Florida, a Florida municipality, (hereinafter referred to as the "CITY"), whose mailing address is 300 North Park Avenue, Sanford, Florida 32771, and PPM CONSULTANTS, INC., a Louisiana corporation, (hereinafter referred to as the "CONSULTANT") whose address is 5555 Bankhead Highway; Birmingham, Alabama 35210. The CITY and the CONSULTANT may be collectively referenced herein as the "parties".

WITNESSETH:

IN CONSIDERATION of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this Agreement upon which the parties have relied.

Section 2. Authority. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for each party certify that they are authorized to bind the party fully to the terms of this Agreement.

Section 3. Scope of Agreement. This Agreement is for the services as set forth in RFQ 17/18-33 which include the procurement solicitation documents, the responses thereto from the CONSULTANT (all of which are incorporated herein as if fully set forth herein verbatim) and it is recognized that the CONSULTANT shall perform services as otherwise directed by the CITY all of such services to include all labor and materials that may be required including, but in no way limited to, the services provided by subconsultants as may be approved by the CITY within the amount of compensation to be paid to the CONSULTANT. In general, services shall be provided as needed by the City to support of various projects of the CITY, essential services needed by the CITY and to enhance the facilities of the CITY.

Section 4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the parties hereto and shall be renewed annually unless the CITY notifies the CONSULTANT 30 days prior to the annual renewal date that it desires to terminate this Agreement; provided, however, that this Agreement shall terminate after 5 years and shall not be renewed beyond that date and the parties shall be subject to any additional procurement activities of the CITY. However, the indemnification provisions and insurance provisions of the standard contractual terms and conditions referenced herein shall not terminate and the protections afforded to the CITY shall continue in effect subsequent to such

services being provided by the CONSULTANT. No services have commenced prior to the execution of this Agreement that would entitle the CONSULTANT for any compensation therefor.

Section 5. Compensation. The parties agree to compensation as set forth in each purchase order issued by the CITY.

Section 6. Standard Contractual Terms and Conditions; Notices. All "Standard Contractual Terms and Conditions", as provided on the City of Sanford's website, apply to this Agreement. Such Terms and Conditions may be found at the City's website (www.SanfordFL.gov) and may be modified by the CITY from time-to-time. The parties shall also be bound by the purchasing policies and procedures of the CITY as well as the controlling provisions of Florida law. The addresses to be used for notices under this Agreement shall be as set forth above.

Section 7. The Consultant's Mandatory Compliance with Chapter 119, Florida Statutes, and Public Records Requests.

In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the CONSULTANT must:

(a). Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(b). Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d). Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e). If the CONSULTANT does not comply with a public records request, the CITY shall enforce the contract provisions in accordance with this Agreement.

(f). Failure by the CONSULTANT to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the

CONSULTANT and shall promptly provide the CITY with a copy of the CONSULTANT's response to each such request.

(g). IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CITY CLERK, CMC, FCRM, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCHIN@SANFORDFL.GOV.

Section 8. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 9. Entire Agreement/Modification. This Agreement, together with all "Standard Contractual Terms and Conditions", as provided on the City of Sanford's website, and including, without limitation, the exhibits hereto, constitutes the entire integrated agreement between the CITY and the CONSULTANT and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral in connection therewith and all the terms and provisions contained herein constitute the full and complete agreement between the parties hereto to the date hereof. This Agreement may only be amended, supplemented or modified by a formal written amendment of equal dignity herewith.

Section 10. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

Section 11. Waiver. The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

Section 12. Captions. The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.


Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

Section 15. Remedies. The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law or otherwise necessary in the public interest.

Section 16. Governing law, Venue and Interpretation. This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida. This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONSULTANT, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party, than against any other party and all provisions shall be applied to fulfill the public interest.

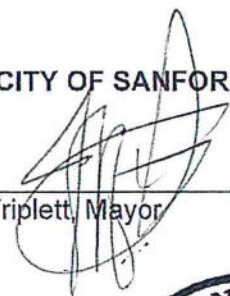
IN WITNESS WHEREOF, the CITY and THE CONSULTANT have executed this instrument for the purpose herein expressed.

Attest:


Traci Houchin, CMC, FCRM, City Clerk
Cathy LoTempio, Deputy City Clerk
Approved as to form and Legality:


William L. Colbert, Esquire
City Attorney

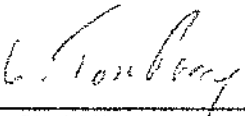
THE CITY OF SANFORD


Jeff Triplett, Mayor



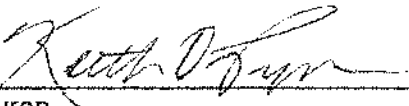
SIGNATURE BLOCK FOLLOWS:

Attest:



L. Todd Perry
Secretary

THE CONSULTANT

By: 

Keith Pyron
President
Dated: 2/17/20