



Agenda
City Council

Monday, May 17, 2021

6:00 PM

Council Chambers

MEMORANDUM TO:

The Honorable Mayor and
Members of the City Council
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

21-086 Council Workshop held on April 22, 2021

21-087 Council Briefing held on April 26, 2021

21-088 Regular Council meeting held on May 3, 2021

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

21-089 Proclamation for National Gun Violence Awareness Day

21-090 Presentation by the North Florida Transportation Planning Organization (TPO) Staff on the North Florida Transportation Improvement Program (TIP)

CITY CLERK

CITY MANAGER

- 21-091** Accept/Reject the Financial Reports for the Month of April 2021
- 21-092** Approve/Disapprove Payment of the Primary Electrical Service Connection Fee in the Amount of \$3,227.55 on behalf of the City of Neptune Beach for the Senior Activity Center
- 21-093** Award/Reject Bid No. 2021-01 to Central Moloney, WEG, and Wesco for the Purchase of Conventional Overhead Distribution Transformers, Single Phase Padmount Transformers, and Three Phase Padmount Transformers
- 21-094** Deleted
- 21-095** Award/Reject Bid No. 2021-04 Sludge Hauling to Merrell Bros. in the Amount of \$16.88 per ton for Hauling Biosolids to and \$29.00 Per Ton for Tipping Biosolids at the Indianhead Biomass Facility; or
- Award/Reject Bid No. 2021-04 Sludge Hauling to Revinu, Inc., in the Amount of \$25.91 per ton for Hauling and Tipping Biosolids to the Trailhead Landfill
- 21-096** Approve/Disapprove the Purchase and Installation of Shade Shelters for the Splash Pads at South Beach Park from Shade America, Inc.

RESOLUTIONS

- 21-097** RESOLUTION NO. 2085-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING APPLICATIONS AND HONORARY STREET NAME DESIGNATION SIGN LOCATIONS FOR FALLEN WARTIME MILITARY VETERANS UNDER THE HONORARY STREET SIGN DESIGNATION POLICY; AUTHORIZING SIGN INSTALLATION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ORDINANCES

- 21-098** ORDINANCE NO. 2021-8166 (Second Reading)

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND CODE OF ORDINANCES CHAPTER 20 "PARKS AND RECREATION," ARTICLE IV "PARK RULES AND REGULATIONS," SECTIONS 20-14(b) "HOURS OF OPERATION" AND 20-14(c) "FISCAL YEAR HOLIDAY HOURS;" PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

ADJOURNMENT**NOTICE**

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, no later than one business day before the meeting.

You may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.

The Council Workshop began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were City Manager Mike Staffopoulos, Police Chief Gene Paul Smith, and Attorney Cliff Shepard.

Purpose of Workshop

The purpose of the workshop was to review Sections 1 through 3 of the City's Charter and recommend any revisions.

Section 1

There was a consensus to consider changing the name of the City. This topic was scheduled for the June 14, 2021, Council briefing.

Section 2

The consensus of the Council was to postpone the discussion regarding Section 2 to a later date.

The Council consensus of future topics from Section 2 to be discussed included the following:

- Consideration to increase the number of liquor licenses city-wide and change the language referencing the 1950's census
- Consideration to update the language used in the Charter to better match current definitions and Florida State Statutes for alcohol licensing and alcoholic beverages
- Consideration of eliminating the liquor language in Section 2 and having it all be governed by Section 50 – Specific Powers

Section 3

The consensus of the Council was to clarify the language on the definition of "consecutive terms."

Additional Topics of Discussion

The following were consensus items mentioned by Council:

- Enact "gender neutrality" language throughout the entire Charter
- Have Mr. Shepard's and Staff's comments and suggestions for the next set of sections several days in advance of the next meeting (Sections 4-7, on May 27, 2021)
- At the end of the process, there may be too many ballot items for one election; Council would need to prioritize and select a reasonable number to advance to November 2022

Mr. Staffopoulos stated the next Charter Review Workshop for City Council would be held on May 27, 2021.

The workshop adjourned at 6:46 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approval:

Christine H. Hoffman, MAYOR

Date: _____

The Council Briefing began at 5:30 P.M. The meeting was held via video conference using the Zoom platform.

The following City Council Members were in attendance:

Mayor: Christine Hoffman (absent)

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson (absent)
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were Deputy City Manager Karen Nelson, Director of Parks and Recreation Jason Phitides, and Office Administrator Molly Alleger.

Purpose of Briefing

The purpose of the Briefing was to update the Council members about ongoing items in the City.

City Manager

Honorary Street Designation Policy

Parks and Recreation Office Administrator Molly Alleger stated the Honorary Street Name Designation Policy was adopted in August of 2020. The policy allowed citizens and groups to honor deceased individuals who contributed to the City of Jacksonville Beach community either through civic involvement, cultural, humanitarian, historical, or military achievement. Ms. Alleger stated staff received several applications to honor "Fallen Wartime Military Veterans" with honorary street designations. The application included the following specific requests:

- Signs are royal blue versus brown
- Waive the \$400 fee, if the applicant provides the sign (meeting City requirements)
- Waive the letter of consent from the Honoree's estate representative after a reasonable faith effort to locate them is unsuccessful
- Remove the 5-year term stipulation. However, City Council reserves the right to amend the term or remove the sign at any time

Conversation ensued regarding the proposed changes. The consensus of the Council was to make the requested changes to the policy and bring the revised policy to the Council for formal consideration.

Memorial Tree and Bench Program

Ms. Alleger stated the Memorial Tree and Bench Program was adopted in December 2019. The program was created to provide opportunities for the public to offer tribute and remember beloved individuals, pets, and special life events by allowing memorial trees to be planted or installing memorial benches in specific public areas in the City of Jacksonville Beach.

Ms. Alleger stated staff recently received a request to place a memorial bench on the beach. However, there are only eleven approved locations for tree and bench placement among

Jacksonville Beach public parks per the current policy. Initially, the beach was excluded from this list due to environmental protection and maintenance concerns.

Ms. Alleger stated staff contacted the City of Atlantic Beach regarding a bench placed on their beach at 3rd Street. They do not currently have a formalized program allowing benches to be placed on the beach and could not provide further information on this bench.

Conversation ensued regarding additional options for memorial benches, such as amending the program to allow additional locations, including beach access points on the west side of the dunes or adding benches to the new beach walkovers.

The consensus of the Council was for staff to research additional locations for benches. Staff would also research the cost differential for adding a bench into any future beach walkovers. Once additional information is compiled, staff would bring the item back to the Council for further review.

Huguenot Tennis Center Hours

Director of Parks and Recreation Jason Phitides stated the Huguenot Tennis Center Court usage has increased from approximately 1,300 players a month to approximately 1,650 players per month. Initially, \$80,000 was budgeted in FY2021 (Fiscal Year) to construct an eighth tennis court and an additional \$45,000 to move the basketball court to the south end of the park.

Mr. Phitides stated as a result of constructive community feedback, staff is seeking alternate solutions to meet the demand for court capacity without the construction of an additional court or relocation of the basketball court. The community's objective was to preserve the green space and the unique footprint within the park.

Mr. Phitides suggested adding additional hours to the courts to allow for additional play. He stated increasing weekday hours by two hours at Huguenot Tennis Center could provide additional court capacity to meet the current demand. This adjustment would increase operating hours by 10 hours per week; 520 hours annually. Mr. Phitides stated the financial impact of the additional hours would be approximately \$8,000 annually.

A conversation ensued regarding budgeting and staffing issues. The consensus of the Council was to bring the proposed amendments of Chapter 20 of the City Code of Ordinance to the Council for formal consideration.

City Attorney Screening and Interview Process

Deputy City Manager Karen Nelson stated the job posting for the City Attorney position would close on May 14, 2021. Ms. Nelson reviewed the proposed process as follows:

- Candidate Screening
- Application Advancement
- Special Council Meeting
- Interviews
- Negotiations

A conversation ensued regarding the negotiation process and details for the job description. The consensus of the Council was to use the same screening and interview process as previously used for the City Attorney position. Also, the consensus of the Council was to use outside counsel for the negotiation process, but further details would be discussed closer to the time of negotiations.

Future Briefing Topics

Ms. Nelson opened the floor to the Council for conversation regarding upcoming topics to be discussed at an upcoming Council Briefing. The following were mentioned:

- Ms. Golding stated the dunes protection project suggested by Coach Brown at Fletcher High School would be discussed at the May 10, 2021 Council Briefing.
- Mr. Stokes asked for clarification regarding a dock or dredging project. Ms. Golding clarified Mr. Staffopoulos was aware of the project request and would further discuss it with the Council as it required policy review and possible revision.

No additional topics were brought up.

Committee Assignment Report

Mr. Stokes stated he received updated information regarding the “Blue Zone” program and would provide the Council with a detailed summary within the next few days.

The Briefing adjourned at 6:40 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, May 3, 2021, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Council Member Janson provided the Invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Hoffman called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were City Manager Mike Staffopoulos, Public Works Director, Dennis Baron, Director of Parks & Recreation Jason Phitides, Office Assistant Molly Alleger, and Acting City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, and passed unanimously to approve the following minutes:

- Council Briefing held on April 12, 2021
- Regular Council Meeting held on April 19, 2021

ANNOUNCEMENTS:

Council Member Golding stated she and Council Member Dumont attended the Institute for Elected Municipal Officials (IEMO) II training.

Mayor Hoffman announced Baptist Medical Center Beaches received an A rating in the Spring 2021 Leapfrog Hospital Safety Grades for the fifth consecutive time.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Hoffman extended Courtesy of the Floor to visitors. No one came forward to speak.

MAYOR AND CITY COUNCIL:

Item #21-079 – Proclamation for National Safe Boating Week

Mayor Hoffman recognized Dr. Mark Vitry, Flotilla Commander, and Bill Hulburt from the U.S. Coast Guard Auxiliary Flotilla, and presented the proclamation.

CITY CLERK: *No items*

CITY MANAGER:

**Item #21-080 – Authorize the Following Elected Officials to Attend the Institute for Elected Municipal Officials (IEMO) III Virtual Training on May 14-15, 2021:
Georgette Dumont and Sandy Golding**

City Manager Mike Staffopoulos explained May 14, 2021, was also the date of Council's retreat, so he proposed amending the item to indicate the elected officials would be authorized to attend within the next 12 months.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to authorize the following elected officials to attend the Institute for Elected Municipal Officials (IEMO) III virtual training with the Florida League of Cities within the next 12 months, Ms. Georgette Dumont and Ms. Sandy Golding.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman
The motion passed unanimously.

Item #21-081 – Award/Reject Bid No. 2021-02 to the Primary, Secondary, and Tertiary Contractors for Landscape Maintenance

Mr. Staffopoulos explained there were a total of four sections to be awarded. The City planned to keep Section 2, the O & M (Operations and Maintenance) grounds, and items C, D and E, related to tree trimming and irrigation repair, in-house.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award Bid No. 2021-02 to the Primary, Secondary, and Tertiary Contractors as outlined in the table in the staff memo for Landscape Maintenance.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Golding, Janson, Meza, Nichols, Stokes, Dumont, Mayor Hoffman
The motion passed unanimously.

Item #21-082 – Award/Reject TankRehab's Emergency Repair Estimate in the Amount of \$213,800 for Structural Repairs to the North Water Tower and Approve the Budget Adjustment for this Project

Mr. Staffopoulos explained during the structural analysis it was noted there were an excessive number of needed structural repairs and the tank should not be refilled to maximum capacity until those repairs are made.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to award TankRehab's Emergency Repair Estimate in the amount of \$213,800 for structural repairs to the North Water Tower and approve the budget adjustment for this project to account for same.

Discussion:

Council Member Meza asked how the structural issues were missed during previous inspections. Public Works Director, Dennis Baron, explained the difference between the previously estimated work needed and this request. Council Member Nichols suggested having a third party, instead of

the City's contractor, perform the inspections. Mr. Baron said the painting contractor performed yearly paint inspections and they also had tank engineering evaluations.

Roll Call Vote: Ayes – Janson, Meza, Nichols, Stokes, Dumont, Golding, Mayor Hoffman
The motion passed unanimously.

RESOLUTIONS:

Item #21-083 – RESOLUTION NO. 2082-2021

Mr. Staffopoulos explained the FDOT (Florida Department of Transportation) requested two perpetual easements for the 2nd Avenue North Crossing.

Mayor Hoffman requested the Acting City Clerk read Resolution No. 2082-2021 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION BY THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING TWO PERPETUAL EASEMENTS BETWEEN THE CITY OF JACKSONVILLE BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR USE OF THE CITY RIGHT-OF-WAY TO FACILITATE AN FDOT PEDESTRIAN SAFETY IMPROVEMENT PROJECT ALONG STATE ROAD A1A AT 2nd AVENUE NORTH; PROVIDING FOR LEGISLATIVE FINDINGS, PUBLIC PURPOSES, DELEGATION OF AUTHORITY AND RESPONSIBILITY, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2082-2021, authorizing the Mayor to execute the Perpetual Easements for parcels 804 and 805.

Discussion:

Mr. Meza asked how long this process had taken and Mr. Staffopoulos said it was at least two and half years.

Roll Call Vote: Ayes – Meza, Stokes, Dumont, Golding, Janson, Mayor Hoffman
Abstain - Nichols
The motion passed 6-0, with Mr. Nichols abstaining.

Item #21-084 – RESOLUTION NO. 2084-2021

Mr. Staffopoulos explained this Resolution was to amend the Honorary Street Name Designation policy. Office Administrator, Molly Alleger, from Parks and Recreation stated there had been seven applications for the Honorary Street Sign Designation Program, specifically for fallen wartime veterans. She outlined the proposed amendments:

- Designate the sign color as royal blue with a white border.
- Waive the \$400 fee if the applicant provides the sign.
- Waive the letter of consent from the Honoree's estate representative after proving a good faith effort to locate them has been made and was unsuccessful.

- Remove the 5-year term with City Council reserving the right to amend the term at any time.

Mayor Hoffman requested the Acting City Clerk read Resolution No. 2084-2021 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING ITS HONORARY STREET DESIGNATION POLICY TO INCLUDE SPECIFIC PROVISIONS FOR FALLEN WARTIME MILITARY VETERANS; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Public Hearing:

The following spoke in favor of the agenda item:

- Lenny Jevic, Beaches Veterans Memorial Park Historian, 239 Seminole Road, Atlantic Beach, FL

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2084-2021, amending the Honorary Street Name Designation Policy to include provisions for Fallen Wartime Military Veterans.

Discussion:

Ms. Alleger explained the blue signs would only be for fallen wartime veterans; honorary signs would remain brown.

Roll Call Vote: Ayes – Nichols, Stokes, Dumont, Golding, Janson, Meza, Mayor Hoffman
The motion passed unanimously.

ORDINANCES:

Item #21-085 – ORDINANCE NO. 2021-8166 (First Reading)

Mr. Staffopoulos explained the hours of operation for the Huguenot Tennis Center were codified in an ordinance. This amendment was necessary to remove the specified hours and allow more flexibility.

Mayor Hoffman requested the Acting City Clerk read Ordinance No. 2021-8166 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND CODE OF ORDINANCES CHAPTER 20 “PARKS AND RECREATION,” ARTICLE IV “PARK RULES AND REGULATIONS,” SECTIONS 20-14(b) “HOURS OF OPERATION” AND 20-14(c) “FISCAL YEAR HOLIDAY HOURS;” PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following:

“This ordinance is before this Council for a public hearing and consideration on its first reading. I will now open the public hearing on Ordinance No. 2021-8166.”

Public Hearing:

No one came forward to speak on the ordinance. Mayor Hoffman closed the public hearing.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve Ordinance No. 2021-8166 amending City Code of Ordinances Chapter 20, Article 4, Section 20-14(b) and 20-14(c) on the first reading and schedule the second reading for May 17, 2021.

Discussion:

Ms. Dumont said residents wanted to know why the facility was locked when they wanted to use the tennis courts.

Amended Motion 1: It was moved by Ms. Dumont and seconded by Mr. Meza to include, “The courts are available for open play from 12:00 to 3:00 p.m. daily” in Chapter 20, Article 4, Section 14.

Parks and Recreation Director, Jason Phitides, said this would apply to weekdays only. Mr. Staffopoulos suggested indicating the courts would be available a minimum of three hours per day on weekdays instead of stating specific times.

Ms. Dumont withdrew her amended motion.

Amended Motion 2: It was moved by Ms. Dumont and seconded by Mr. Meza to amend the original motion for clarity to include “The courts are available for open play for three hours per weekday.” to Chapter 20, Article 4, Section 14.

Amended Motion

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman
The amendment passed unanimously.

Original Motion

Roll Call Vote: Ayes – Stokes, Dumont, Golding, Janson, Meza, Nichols, Mayor Hoffman
The original motion passed unanimously, as amended.

ADJOURNMENT:

Prior to adjournment, Mayor Hoffman thanked Special Events Coordinator Kathy Butler in Parks and Recreation, who worked behind the scene on events in the city.

There being no further business, the meeting adjourned at 6:45 P.M.

Submitted by: Sheri Gosselin
Acting City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

DRAFT



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	May 6, 2021
SUBJECT:	Monthly Financial Reports for April 2021

BACKGROUND

The attached Summary Budget Reports show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 of the Summary Budget Reports compares actual revenues and expenditures to budget in total by fund. These reports are prepared on a cash basis.

Exhibit 1 - General Fund Revenues

- Total General Fund revenues are in line with last year on a percent of budget basis.
- Annual ad valorem tax distributions were received in December, bringing the tax revenue-to-date to 83.08%.
- The decrease in permit revenues is largely attributable to a decline in permit application activity compared to the same time in the prior year.
- The increase in intergovernmental revenues is due to the timing of the quarterly lifeguard and beach cleaning payment from the City of Jacksonville.
- Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.

Exhibit 2 - General Fund Expenditures

- Total General Fund Expenditures are under budget by 6.43% and slightly above the prior year expenditures on a percentage of budget basis.
- Police Department expenditures increased in the current year because of the union contract ratification and police cars ordered in the prior year, but received in FY2021.
- The decrease in Fire Department Expenditures from the prior year is attributable to the savings realized from contracting out fire services to the City of Jacksonville.



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Exhibit 3 - Enterprise Fund Revenues

- Enterprise Fund Revenues are under budget by 3.6% and slightly ahead of the prior year.
- The dollar variance in Electric revenues is due to the suspension of the bulk power portion of the electric rate in both October 2019 and April 2020, reducing overall Electric revenues in the prior year.
- Natural Gas consumption decreased by 2.16% from the prior year, contributing to the overall revenue reduction in the current year.
- Golf Course revenues are 7.68% ahead of the prior year on a percent of budget basis due to increased play at the course and rate adjustments adopted in July and November 2020.

Exhibit 4 - Enterprise Fund Expenditures

- Total expenditures in the Enterprise Funds are under budget for the current year and 1.5% higher than prior year actuals on a percent of budget basis.
- Electric Fund expenditures increased from the prior year due to purchased power costs resulting from a 2.94% rise in consumption compared to customer usage at the same point in the prior year. These power cost increases were offset by the savings in debt service costs now that the City is debt free.
- The decrease in Water & Sewer expenditures is largely attributable to savings in debt service costs now that the City is debt free.
- Year over year increases in the Stormwater Fund is due to the timing of capital projects.
- The decreases in expenditures in the Sanitation Fund is due to the timing of capital purchases in the prior year.

Exhibit 5 – Special Revenue Fund Revenues

- Revenues in the Special Revenue Funds are 5.93% lower than prior year actuals on a percent of budget basis.
- Convention Development revenues reflect receipts for activity through February. The variance from the prior year is due to the timing of distributions.
- The annual tax increment distribution for both the Downtown and Southend districts were received in December. The decrease from the prior year in both funds is due primarily to the adjustment to market value of the City's pooled investment assets.



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Exhibit 6 - Special Revenue Fund Expenditures

- In total, Special Revenue Fund expenditures are under budget for the current year and 15.62% lower than the prior year on a percentage of budget basis.
- Community Development Block Grant Fund expenditures will be reimbursed by grant funding.
- The increase in Infrastructure Surtax Fund expenditures is attributable to roadway milling, paving and overlay projects.
- The variance from the prior year in both the Downtown and Southend Increment Funds is largely due to the timing of capital project expenditures.

Exhibit 7 - Summary Revenues and Expenditures

- Expenditures in the Infrastructure Surtax Fund reflect the planned investment in roadway milling and repaving projects.
- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.
- The final utility revenue bond payment was made on October 1st. The City is now debt free.

REQUESTED ACTION

Accept/Reject the financial reports for the month of April 2021.

ATTACHMENTS

- Summary Budget Reports
- Cash and Investments Reports



Summary Budget Revenue Report

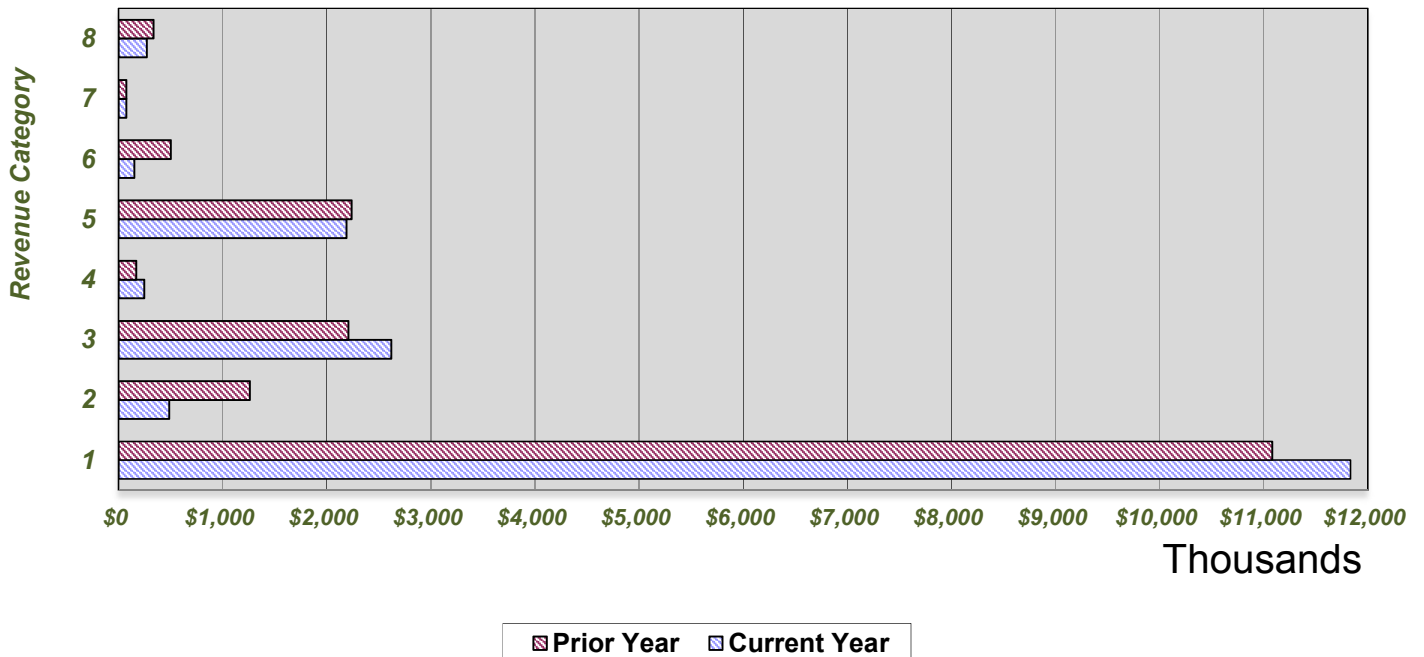
April 30, 2021

(58.08% of year has elapsed)

EXHIBIT 1 - GENERAL FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 Taxes	11,834,782	83.08%	11,080,305	81.24%	1.84%	754,477
2 Licenses & Permits	488,452	94.86%	1,261,639	208.85%	-113.98%	(773,187)
3 Intergovernmental Revenue	2,621,105	68.12%	2,207,209	48.77%	19.35%	413,896
4 Charges for Services	248,143	56.38%	171,058	42.87%	13.51%	77,084
5 Enterprise Contributions	2,190,742	58.33%	2,238,437	58.33%	0.00%	(47,695)
6 Miscellaneous Revenue	151,544	41.08%	504,187	114.41%	-73.33%	(352,642)
7 Fines & Forfeitures	74,777	49.43%	76,408	47.61%	1.83%	(1,631)
8 Interfund Transfers	272,015	52.92%	337,874	65.73%	-12.81%	(65,859)
Total Revenues	\$ 17,881,561	75.02%	\$ 17,877,116	74.12%	0.90%	\$ 4,444

GENERAL FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR



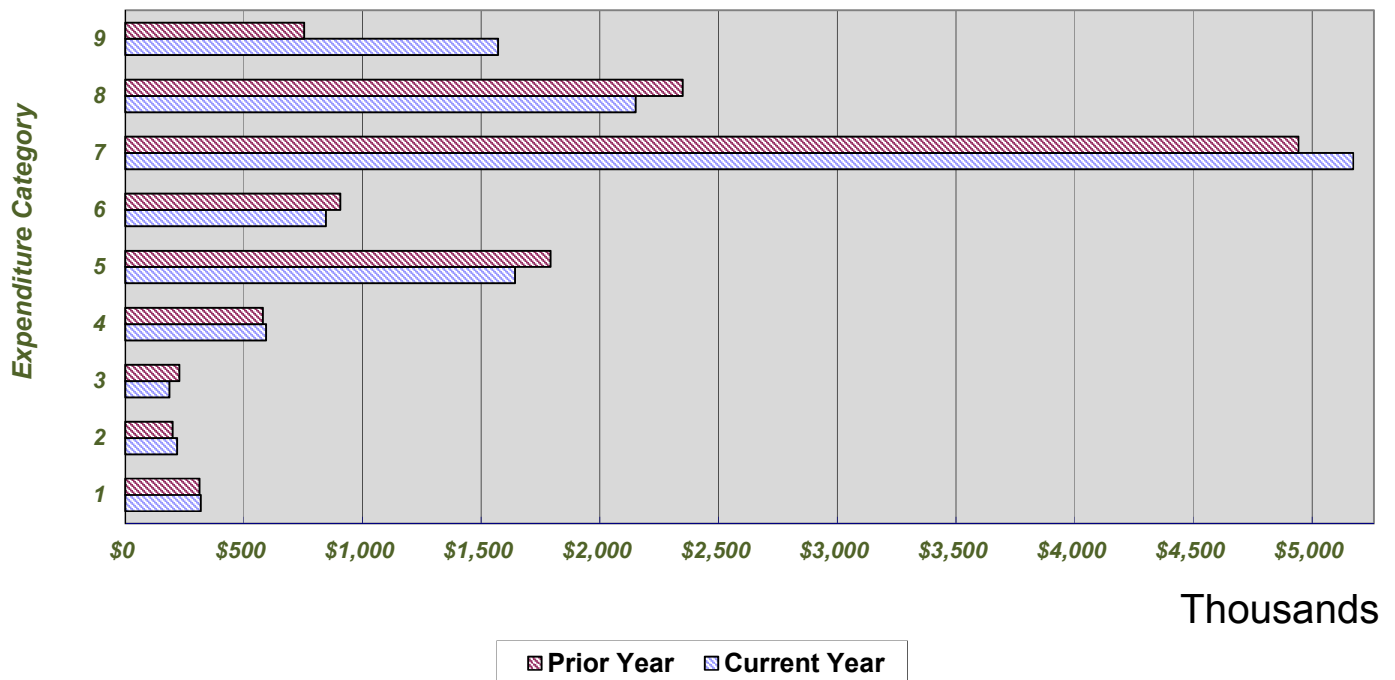


Summary Budget Expenditure Report
 April 30, 2021
 (58.08% of year has elapsed)

EXHIBIT 2 - GENERAL FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 City Administration	319,456	48.96%	313,591	59.12%	-10.17%	5,865
2 City Clerk	219,053	52.83%	200,381	51.47%	1.36%	18,672
3 Building Maintenance	186,894	44.02%	227,946	52.66%	-8.64%	(41,052)
4 Planning and Development	593,711	49.33%	580,795	49.91%	-0.59%	12,916
5 Recreation and Parks	1,642,783	44.41%	1,792,225	50.36%	-5.95%	(149,442)
6 Public Works	846,304	45.62%	905,957	51.94%	-6.32%	(59,653)
7 Police	5,173,709	50.33%	4,942,340	49.16%	1.17%	231,369
8 Fire	2,150,043	66.07%	2,348,237	53.46%	12.62%	(198,193)
9 Non-Departmental	1,570,625	55.92%	754,720	38.00%	17.92%	815,904
Total Expenditures	\$ 12,702,578	51.65%	\$ 12,066,193	49.75%	1.90%	\$ 636,385

**GENERAL FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**





Summary Budget Revenue Report

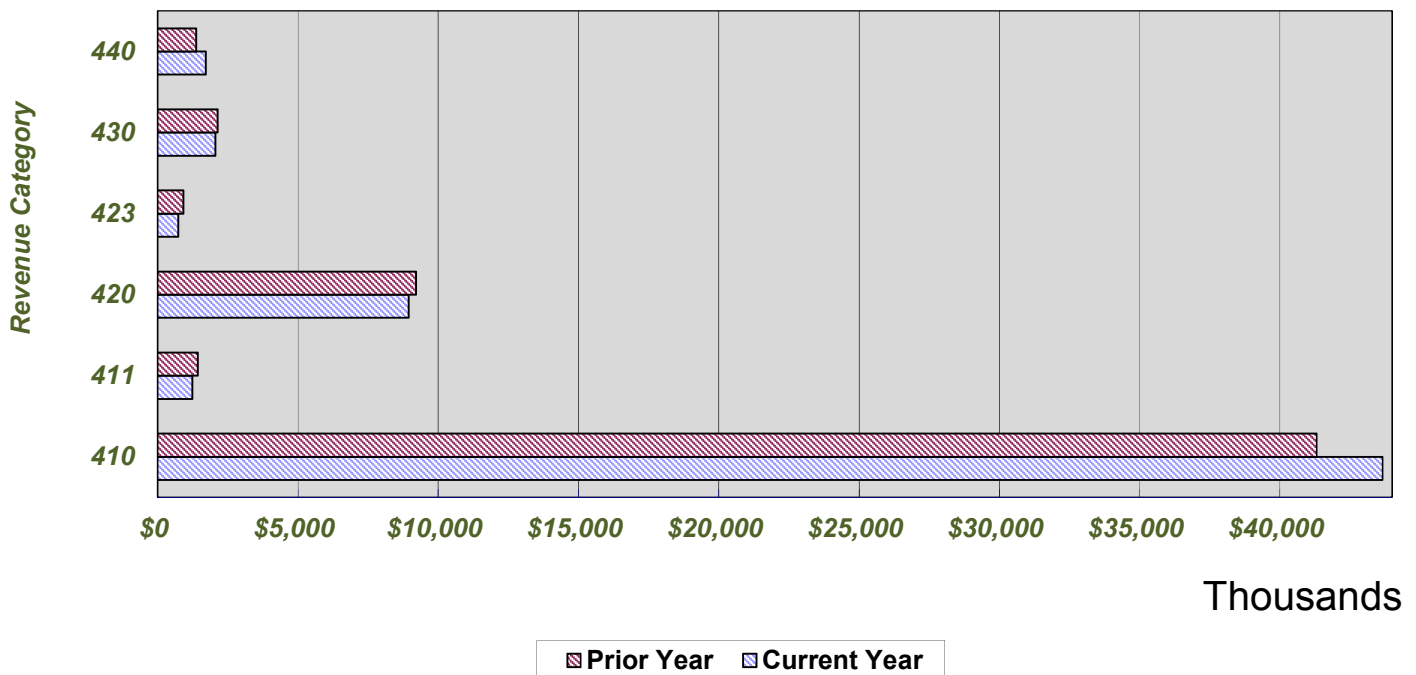
April 30, 2021

(58.08% of year has elapsed)

EXHIBIT 3 -ENTERPRISE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	43,653,524	52.71%	41,307,902	50.31%	2.40%	2,345,622
411 NATURAL GAS	1,240,068	55.41%	1,439,010	59.83%	-4.41%	(198,942)
420 WATER & SEWER	8,948,951	60.11%	9,216,135	62.67%	-2.57%	(267,184)
423 STORMWATER	735,897	51.07%	919,273	63.25%	-12.17%	(183,376)
430 SANITATION	2,066,635	57.95%	2,141,747	60.94%	-2.99%	(75,112)
440 GOLF COURSE	1,723,390	78.95%	1,380,669	71.27%	7.68%	342,722
TOTAL REVENUES	\$ 58,368,466	54.48%	\$ 56,404,736	53.15%	1.33%	\$ 1,963,730

ENTERPRISE FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR





Summary Budget Expenditure Report

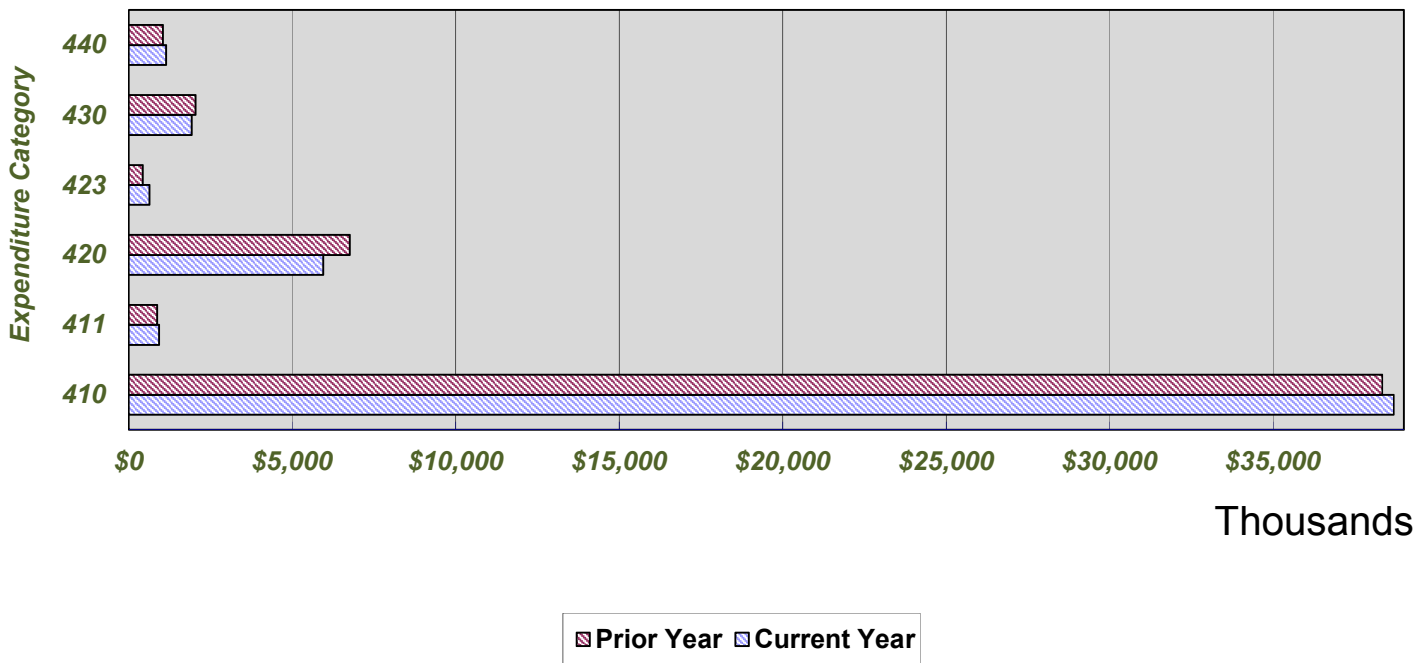
April 30, 2021

(58.08% of year has elapsed)

EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	38,690,612	43.10%	38,341,069	40.10%	3.00%	349,544
411 NATURAL GAS	930,314	48.15%	869,948	42.08%	6.07%	60,367
420 WATER & SEWER	5,945,142	33.48%	6,759,444	42.64%	-9.16%	(814,302)
423 STORMWATER	633,531	32.36%	427,383	16.70%	15.66%	206,148
430 SANITATION	1,924,769	48.76%	2,044,518	46.67%	2.10%	(119,749)
440 GOLF COURSE	1,145,834	51.21%	1,043,301	51.61%	-0.39%	102,533
TOTAL EXPENDITURES	\$ 49,270,203	41.89%	\$ 49,485,663	40.39%	1.50%	\$ (215,460)

ENTERPRISE FUND EXPENDITURES TO DATE CURRENT YEAR VS PRIOR YEAR



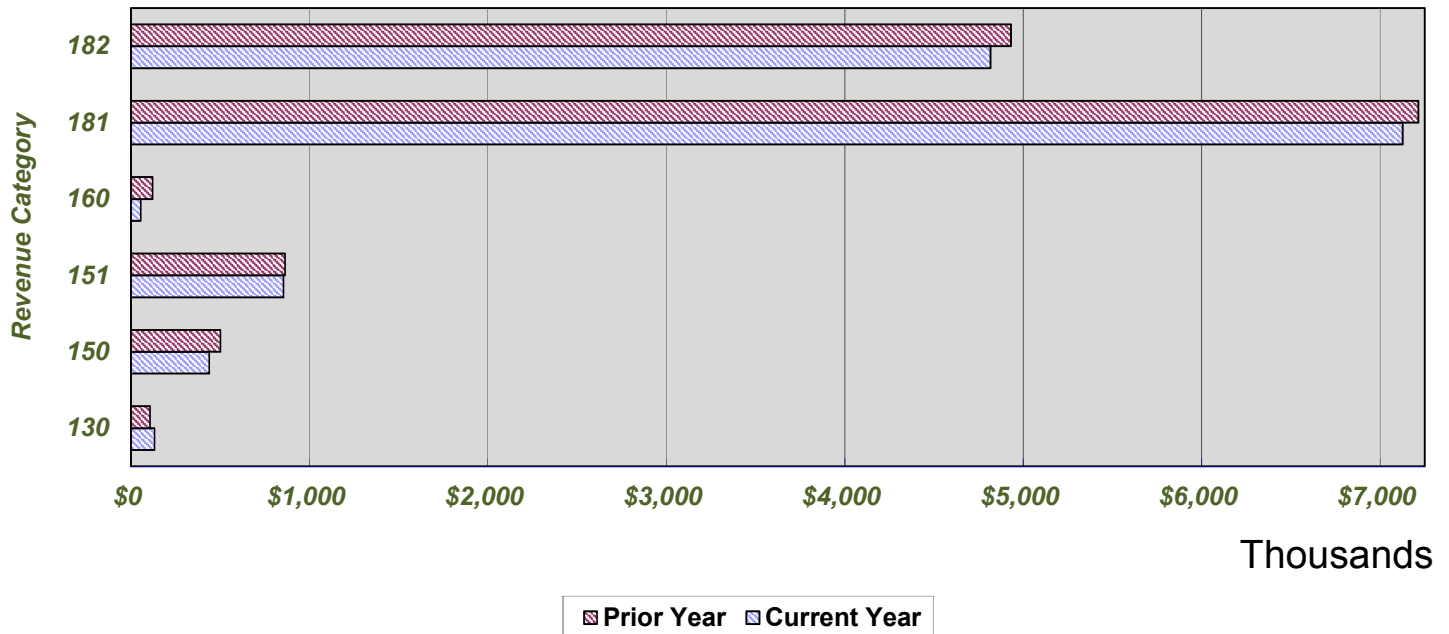


Summary Budget Revenue Report
 April 30, 2021
 (58.08% of year has elapsed)

EXHIBIT 5 -SPECIAL REVENUE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	132,911	32.65%	106,517	26.80%	5.86%	26,395
150 LOCAL OPTION GAS TAX	438,884	53.77%	501,320	60.90%	-7.13%	(62,435)
151 INFRASTRUCTURE SURTAX	855,839	62.00%	864,023	62.66%	-0.66%	(8,184)
160 COMMUNITY DEV. BLK. GRANT	55,015	38.74%	120,874	87.59%	-48.85%	(65,859)
181 DOWNTOWN INCREMENT FUND	7,125,171	97.92%	7,213,348	102.99%	-5.07%	(88,177)
182 SOUTHEND INCREMENT FUND	4,815,970	184.46%	4,931,131	196.97%	-12.50%	(115,161)
TOTAL REVENUES	\$ 13,423,791	106.26%	\$ 13,737,211	112.19%	-5.93%	\$ (313,420)

**SPECIAL REVENUE FUND REVENUES TO DATE
 CURRENT YEAR VS PRIOR YEAR**



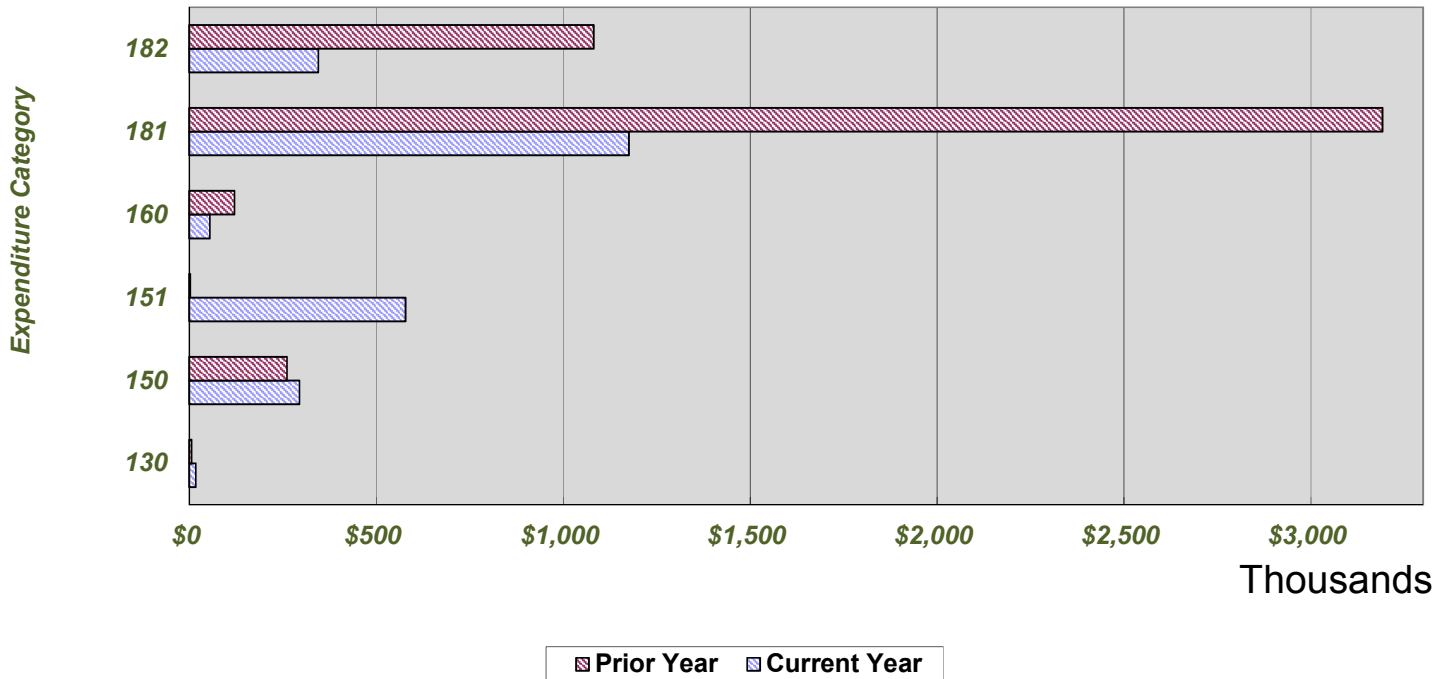


Summary Budget Expenditure Report
 April 30, 2021
 (58.08% of year has elapsed)

EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	16,873	8.59%	5,773	4.77%	3.82%	11,100
150 LOCAL OPTION GAS TAX	294,712	37.14%	260,927	32.73%	4.42%	33,785
151 INFRASTRUCTURE SURTAX	578,376	36.41%	2,636	0.79%	35.62%	575,740
160 COMMUNITY DEV. BLK. GRANT	55,015	38.74%	120,874	85.12%	-46.38%	(65,859)
181 DOWNTOWN INCREMENT FUND	1,175,914	28.41%	3,191,316	38.07%	-9.66%	(2,015,401)
182 SOUTHEND INCREMENT FUND	345,467	10.06%	1,081,276	53.89%	-43.83%	(735,809)
TOTAL EXPENDITURES	\$ 2,466,357	23.96%	\$ 4,662,801	39.58%	-15.62%	\$ (2,196,444)

**SPECIAL REVENUE FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**





Summary Budget Report
 April 30, 2021
 (58.08% of year has elapsed)

EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES

Fund Name	Budgeted Revenues Fiscal Year 2021	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/ (Unfavorable)
001 General Fund	23,837,077	13,845,097	17,881,561	4,036,464
130 Convention Development Tax	407,036	236,415	132,911	(103,504)
150 Local Option Gas Tax	816,198	474,066	438,884	(35,181)
151 Infrastructure Surtax	1,380,373	801,751	855,839	54,088
160 Community Dev. Blk. Grant	142,000	82,477	55,015	(27,462)
181 Downtown Increment Fund	7,276,348	4,226,262	7,125,171	2,898,909
182 Southend Increment Fund	2,610,809	1,516,415	4,815,970	3,299,555
410 Electric Utility	82,822,581	48,105,170	43,653,524	(4,451,647)
411 Natural Gas Utility	2,237,909	1,299,827	1,240,068	(59,758)
420 Water & Sewer Utility	14,888,412	8,647,516	8,948,951	301,435
423 Storm Water Management	1,440,821	836,860	735,897	(100,963)
430 Sanitation Fund	3,565,983	2,071,201	2,066,635	(4,566)
440 Golf Course Fund	2,183,000	1,267,934	1,723,390	455,456
460 Leased Facilities Fund	782,624	454,565	478,163	23,598
500 Internal Service Funds	13,150,034	7,637,828	7,125,200	(512,628)
Total Revenues	\$ 157,541,205	\$ 91,503,385	\$ 97,277,179	\$ 5,773,795

Fund Name	Budgeted Expenditures Fiscal Year 2021	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/ (Unfavorable)
001 General Fund	24,591,304	14,283,168	12,702,578	1,580,591
130 Convention Development Tax	196,493	114,127	16,873	97,255
150 Local Option Gas Tax	793,439	460,847	294,712	166,135
151 Infrastructure Surtax	1,588,481	922,625	578,376	344,249
160 Community Dev. Blk. Grant	142,000	82,477	55,015	27,462
181 Downtown Increment Fund	4,138,949	2,403,992	1,175,914	1,228,078
182 Southend Increment Fund	3,434,838	1,995,029	345,467	1,649,562
410 Electric Utility	89,772,369	52,141,760	38,690,612	13,451,147
411 Natural Gas Utility	1,932,033	1,122,167	930,314	191,853
420 Water & Sewer Utility	17,757,828	10,314,136	5,945,142	4,368,994
423 Storm Water Management	1,957,873	1,137,176	633,531	503,645
430 Sanitation Fund	3,947,103	2,292,564	1,924,769	367,795
440 Golf Course Fund	2,237,408	1,299,535	1,145,834	153,702
460 Leased Facilities Fund	828,010	480,926	466,433	14,494
500 Internal Service Funds	13,296,697	7,723,013	6,384,085	1,338,928
Total Expenditures	\$ 166,614,824	\$ 96,773,542	\$ 71,289,655	\$ 25,483,887

Fund Name	Net Income (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	5,178,983	5,617,054
130 Convention Development Tax	116,039	(6,249)
150 Local Option Gas Tax	144,173	130,954
151 Infrastructure Surtax	277,463	398,337
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	5,949,257	4,126,987
182 Southend Increment Fund	4,470,503	4,949,117
410 Electric Utility	4,962,911	8,999,500
411 Natural Gas Utility	309,754	132,094
420 Water & Sewer Utility	3,003,809	4,670,429
423 Storm Water Management	102,366	402,682
430 Sanitation Fund	141,866	363,229
440 Golf Course Fund	577,557	609,158
460 Leased Facilities Fund	11,730	38,092
500 Internal Service Funds	741,115	826,299
Total	\$ 25,987,525	\$ 31,257,682



Cash and Investments by Fund

April 30, 2021

INVESTMENT HOLDER	TYPE	FACE AMOUNT	MARKET VALUE
Salem Mutual Fund	Portfolio	63,544,698	63,544,698
Sawgrass Asset Management	Portfolio	27,393,122	27,393,122
Wells Capital	Portfolio	21,577,811	21,577,811
JPMCB - Strategic Property Fund	Portfolio	5,290,054	5,290,054
TOTAL PENSION FUNDS 611, 612 and 613			\$117,805,686
TOTAL INVESTMENTS			\$117,805,686
State Board of Administration	Pool	17,141,024	17,141,024
Florida Trust	Pool	19,089,245	19,089,245
FMIT 0-2 Yr High Quality Bond Fund	Pool	12,686,530	12,686,530
Bank of America	Cash	37,548,195	37,548,195
Sawgrass Asset Management	Portfolio	44,630,286	44,630,286
Galliard Capital Management	Portfolio	42,630,115	42,630,115
Garcia Hamilton & Associates	Portfolio	42,543,769	42,543,769
TOTAL EQUITY IN POOLED CASH			\$216,269,163
Petty Cash	Cash	6,725	6,725
TOTAL CASH AND INVESTMENTS			\$334,081,574

Attorney Fees Paid During the Month

NAME	DESCRIPTION	FUNDING SOURCE	CHECK DATE	CHECK AMOUNT
Conran Investigations	COJB vs. Maxwell	General Fund	04/01/21	135
Lewis , Longman & Walker	Sp. Magistrate Code Enfrcmnt Hearing	General Fund	04/01/21	1,420
Shepard, Smith, Kohlmyer & Hand, P.A.	COJB Charter Review	General Fund	04/01/21	1,325
SUFL Chartered	General Consultation Bankruptcy	General Fund	04/01/21	124
U.S. Legal Support Inc	Attorney-Client Meeting	General Fund	04/01/21	456
Sugarman & Susskind, P.A.	Monthly Retainer	Pension Funds	04/15/21	2,550
Rogers Towers, P.A.	General Employee Relations Advice	General Fund	04/22/21	2,905
TOTAL ATTORNEY FEES				\$8,914

City of Jacksonville Beach.11 North Third Street.Jacksonville Beach, FL.32250

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Cash and Investments by Type

Fiscal Year to Date
April 30, 2021

Type of Investment	Beginning Balance 10/1/2020	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	Ending Balance 4/30/21	Weighted Net Return*
State Pooled Investment Fund	17,122,886	18,138	0	0	0	18,138	(0)	17,141,024	0.01%
Money Market: Goldman Sachs Treasury	16,772	307	0	0	(316)	(9)	(16,763)	0	0.00%
U.S. Treasury Stripped Coupons	3,148,000	0	0	0	0	0	(3,148,000)	0	0.00%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,680,314	6,216	0	0	0	6,216	0	12,686,530	0.00%
Sawgrass Asset Management	44,820,104	516,865	209,914	(869,169)	(47,429)	(189,819)	(0)	44,630,286	-0.09%
Galliard Capital Management	41,306,059	395,346	12,069	(504,746)	(60,994)	(158,325)	1,482,381	42,630,115	-0.07%
Garcia Hamilton & Associates	40,665,947	142,904	263,533	(151,001)	(59,996)	195,440	1,682,382	42,543,769	0.09%
Florida Trust	19,078,497	10,748	0	0	0	10,748	(0)	19,089,245	0.00%
Operating Cash: Bank of America	18,447,549	33,551	0	0	(81,453)	(47,902)	19,148,547	37,548,195	-0.03%
Petty Cash	6,525	0	0	0	0	0	200	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	197,292,653	1,124,076	485,515	(1,524,916)	(250,187)	(165,512)	19,148,748	216,275,888	-0.08%
Pension: Salem Mutual Fund	49,899,536	1,229,514	0	12,415,648	0	13,645,162	0	63,544,698	14.75%
Pension: Sawgrass Asset Mgt	28,105,925	330,528	(214,637)	(779,280)	(49,414)	(712,803)	0	27,393,122	-0.59%
Pension: Wells Capital	18,047,693	34,802	1,938,036	2,241,847	(84,567)	4,130,119	(600,000)	21,577,811	4.26%
Pension: JPMCB - Strategic Property Fund	5,119,775	0	0	170,279	0	170,279	(0)	5,290,054	0.15%
TOTAL PENSION INVESTMENTS	101,172,928	1,594,844	1,723,399	14,048,494	(133,980)	17,232,758	(600,000)	117,805,686	17.08%
TOTAL CASH AND INVESTMENTS	\$298,465,581	\$2,718,920	\$2,208,915	\$12,523,578	(\$384,168)	\$17,067,245	\$18,548,748	\$334,081,574	

*Fiscal year to date



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Mike Staffopoulos, City Manager
DATE:	May 13, 2021
SUBJECT:	Neptune Beach Senior Activity Center
	In-kind Donation for Beaches Energy Services (BES) Connection

BACKGROUND

The City of Neptune Beach is rebuilding their Senior Activity Center, with a cost in excess of \$400,000. Mayor Elaine Brown submitted correspondence to Mayor Hoffman dated April 23, 2021 (see attached) identifying the impacts of the facility to the beaches communities, and financial contributions made by other neighboring communities. The City of Neptune Beach is requesting the City of Jacksonville Beach make an in-kind donation to the project in the amount (or any portion thereof) of a recently received invoice from BES for \$3,227.55 for primary electrical service connection.

City policies and State law do not allow for the waiving of fees. However, Council may authorize the City to pay the connection fee (or any portion thereof) on behalf of the City of Neptune Beach, thus making an in-kind donation as requested by Mayor Brown.

FINANCIAL IMPACT

Sufficient funds are available within our current appropriations in 001-00-0000-519-49-549000 to accommodate the request, either in whole or in part, at the discretion of City Council.

REQUESTED ACTION

Approve/Disapprove payment of the primary electrical service connection fee in the amount of \$3,227.55 on behalf of the City of Neptune Beach for the Senior Activity Center.

ATTACHMENTS

- Letter from Mayor Elaine Brown, April 23, 2021

ELAINE BROWN
Mayor
FRED JONES
City Mayor



5/17/21
Council
JOSH MESSINGER
KERRY CHIN
LAUREN KEY

City of Neptune Beach

116 First Street

Neptune Beach, Florida 32266-6140

April 23, 2021

Mayor Christine Hoffman
City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250

Dear Madam Mayor:

I am requesting your support for the following in-kind consideration. The Neptune Beach Senior Activity Center serves 1,450+ residents from all three beach communities including Ponte Vedra Beach. The City of Neptune Beach has pledged \$400,000 towards the "Rebuild Our Senior Activity Center," Atlantic Beach donated \$2,500 to this project and we are very grateful for their assistance. Our Senior Center Director's records indicate that approximately 250+ Jacksonville Beach residents consistently attend programs hosted by the NBSAC. In addition, 3,500+ Neptune Beach residents and businesses receive service monthly from Beaches Energy.

It has come to my attention that Beaches Energy has submitted an invoice to the City of Neptune Beach in the amount of \$3,227.55 to have the primary electrical service connected to the 600 AMP transformer providing electrical service to the Center. On behalf of the City of Neptune Beach and the 1,450+ senior adults who will be attending the center upon its reopening, I respectfully request the \$3,227.55 be an in-kind donation (or any part thereof) on behalf of the City of Jacksonville Beach. In addition, the entire 4,800 square foot building has LED lighting installed throughout. The building was designed to be energy efficient in keeping with Beaches Energy's educational information included in all their correspondence.

Thank you in advance for your cooperation. I look forward to hearing from you soon.

My kindest regards,

Elaine Elder Brown, Mayor
City of Neptune Beach

Cc: Stefen Wynn, City Manager
Leslie Lyne, Senior Activity Center Director



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Beaches Energy Services Director
DATE:	April 26, 2021
SUBJECT:	Bid Number 2021-01
	Distribution Transformers

BACKGROUND

Distribution Transformers are necessary to provide safe and reliable power to Beaches Energy customers. They are grouped into three categories – Conventional Overhead Distribution Transformers, Single Phase Padmount Transformers, and Three Phase Padmount Transformers.

Staff recommends the following as supported by the table below:

- Awarding Conventional Overhead Distribution Transformers (Item Nos. 1-11) to the lowest, responsive, responsible bidder, Central Moloney.
- Awarding Single Phase Padmount Distribution Transformers (Item Nos. 12-17) to the lowest, responsive, responsible bidder, Central Moloney. This includes Item 17 to maintain consistency within the category.
- Awarding Three Phase Padmount Distribution Transformers (Item Nos. 18-30, excluding Item No. 29 since vendor is unable to manufacture) to the lowest, responsive, responsible bidder, WEG.
- Awarding Item No. 29 to the lowest, responsive, responsible bidder, Wesco.

Bid Item No.	B.E.S. Stock No.	Description	Est. Units	Size kVA	Sec. Volts	Vendor	Cost Quoted	Total Cost
1	1012	Overhead Distribution Transformer	1	15	120/240	Central Moloney	\$1,060	\$1,124
2	1013	Overhead Distribution Transformer	10	25	120/240	Central Moloney	\$1,128	\$11,955
3	769	Overhead Distribution Transformer	1	25	240/480	Central Moloney	\$1,055	\$1,118



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4	1009	Overhead Distribution Transformer	10	50	120/240	Central Moloney	\$1,606	\$17,023
5	712	Overhead Distribution Transformer	0	50	240/480	Central Moloney	\$1,595	\$0
6	1014	Overhead Distribution Transformer	10	75	120/240	Central Moloney	\$1,792	\$19,000
7	1039	Overhead Distribution Transformer	3	100	120/240	Central Moloney	\$2,353	\$7,483
8	999	Overhead Distribution Transformer	1	100	240/480	Central Moloney	\$2,333	\$2,473
9	832	Overhead Distribution Transformer	0	167	120/240	Central Moloney	\$3,370	\$0
10	998	Overhead Distribution Transformer	0	167	240/480	Central Moloney	\$3,198	\$0
11	1074	Overhead Distribution Transformer	0	250	120/240	Central Moloney	\$6,358	\$0
12	1248	Single Phase Padmount Transformer	4	25	120/240	Central Moloney	\$2,094	\$8,876
13	1032	Single Phase Padmount Transformer	0	25	240/480	Central Moloney	\$2,098	\$0
14	1017	Single Phase Padmount Transformer	25	75	120/240	Central Moloney	\$2,702	\$71,601
15	1045	Single Phase Padmount Transformer	10	100	120/240	Central Moloney	\$2,962	\$31,393



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16	1026	Single Phase Padmount Transformer	6	167	120/240	Central Moloney	\$4,290	\$27,283
17	1070	Single Phase Padmount Transformer	0	250	120/240	Central Moloney	\$6,574	\$0
18	142	Three Phase Padmount Transformer	2	150	277/480Y	WEG	\$10,188	\$20,376
19	1372	Three Phase Padmount Transformer	4	150	120/208Y	WEG	\$10,414	\$41,656
20	1028	Three Phase Padmount Transformer	4	300	120/208Y	WEG	\$12,519	\$50,076
21	856	Three Phase Padmount Transformer	2	300	277/480Y	WEG	\$12,046	\$24,092
22	852	Three Phase Padmount Transformer	4	500	120/208Y	WEG	\$15,487	\$61,948
23	1081	Three Phase Padmount Transformer	1	500	277/480Y	WEG	\$14,025	\$14,025
24	857	Three Phase Padmount Transformer	0	750	120/208Y	WEG	\$20,895	\$0
25	137	Three Phase Padmount Transformer	2	750	277/480Y	WEG	\$17,357	\$34,714
26	1073	Three Phase Padmount Transformer	2	1000	120/208Y	WEG	\$26,846	\$53,692
27	1072	Three Phase Padmount Transformer	0	1000	277/480Y	WEG	\$19,457	\$0



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28	1144	Three Phase Padmount Transformer	0	1500	277/480Y	WEG	\$24,509	\$0
29	1442	Three Phase Padmount Transformer	1	1500	120/208Y	Wesco	\$37,888	\$37,888
30	1431	Three Phase Padmount Transformer	1	2500	277/480Y	WEG	\$36,841	\$36,841
					Total Estimated Annual Expense			\$574,638

FINANCIAL IMPACT

The anticipated financial impact over the next year is \$575,000, which includes the 6% price increase from Central Moloney. The FY2022 budget will reflect the price increases and bid award.

REQUESTED ACTION

- Award/Reject Bid No. 2021-01 to Central Moloney, WEG, and Wesco for the purchase of Conventional Overhead Distribution Transformers, Single Phase Padmount Transformers, and Three Phase Padmount Transformers

ATTACHMENTS

- Notice of Intent to Submit Bid for Approval and Award By City Council

City of

Jacksonville Beach

Property and

Procurement Division

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6229

Email: purchasing@jaxbchfl.net

www.jacksonvillebeach.org

This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.

NOTICE OF INTENT TO SUBMIT BID FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: March 23, 2021

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2021-01 Distribution Transformers**

Recommendation will be presented to the City Manager for:

Bid Number: 2021-01

Title: Distribution Transformers

Following is the bid tabulation sheet:

Item no.	Description	Size KVA	Sec. Volts	Vendor	Unit Cost
1	Conventional Overhead Distribution Transformers	15	120/240	Central Moloney	\$ 1,000
2	Conventional Overhead Distribution Transformers	25	120/240	Central Moloney	\$ 1,064
3	Conventional Overhead Distribution Transformers	25	240/480	Central Moloney	\$ 995
4	Conventional Overhead Distribution Transformers	50	120/240	Central Moloney	\$ 1,515
5	Conventional Overhead Distribution Transformers	50	240/480	Central Moloney	\$ 1,505
6	Conventional Overhead Distribution Transformers	75	120/240	Central Moloney	\$ 1,691
7	Conventional Overhead Distribution Transformers	100	120/240	Central Moloney	\$ 2,220
8	Conventional Overhead Distribution Transformers	100	240/480	Central Moloney	\$ 2,201
9	Conventional Overhead Distribution Transformers	167	120/240	Central Moloney	\$ 3,179
10	Conventional Overhead Distribution Transformers	167	240/480	Central Moloney	\$ 3,017
11	Conventional Overhead Distribution Transformers	250	120/240	Central Moloney	\$ 5,998
12	Single Phase Padmounted Transformers	25	120/240	Central Moloney	\$ 1,975
13	Single Phase Padmounted Transformers	25	240/480	Central Moloney	\$ 1,979
14	Single Phase Padmounted Transformers	75	120/240	Central Moloney	\$ 2,549
15	Single Phase Padmounted Transformers	100	120/240	Central Moloney	\$ 2,794
16	Single Phase Padmounted Transformers	167	120/240	Central Moloney	\$ 4,047
17	Single Phase Padmounted Transformers	250	120/240	Central Moloney	\$ 6,202
18	Three Phase Padmounted Transformers	150	277/480Y	WEG	\$ 10,188
19	Three Phase Padmounted Transformers	150	120/208Y	WEG	\$ 10,414
20	Three Phase Padmounted Transformers	300	120/208Y	WEG	\$ 12,519
21	Three Phase Padmounted Transformers	300	277/480Y	WEG	\$ 12,046
22	Three Phase Padmounted Transformers	500	120/208Y	WEG	\$ 15,487
23	Three Phase Padmounted Transformers	500	277/480Y	WEG	\$ 14,025
24	Three Phase Padmounted Transformers	750	120/208Y	WEG	\$ 20,895
25	Three Phase Padmounted Transformers	750	277/480Y	WEG	\$ 17,357
26	Three Phase Padmounted Transformers	1000	120/208Y	WEG	\$ 26,846
27	Three Phase Padmounted Transformers	1000	277/480Y	WEG	\$ 19,457
28	Three Phase Padmounted Transformers	1500	277/480Y	WEG	\$ 24,509
29	Three Phase Padmounted Transformers	1500	120/208Y	Wesco	\$ 37,888
30	Three Phase Padmounted Transformers	2500	277/480Y	WEG	\$ 36,841



The complete bid tabulation sheet is attached herewith.

In accordance with the procedures set forth in Section XII K. of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Bid Award Notice from the Property and Procurement Officer.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each bidder for their submittal.

Luis F. Flores

Luis F. Flores, Property & Procurement Officer
1460A Shetter Avenue, Jacksonville Beach, FL 32250

CITY OF JACKSONVILLE BEACH BID TABULATION FORM

Beaches Energy Services
Bid Tabuation Sheet
Bid No. 2021-01 Distribution Transformers

Item no.	B.E.S. Stock #	Description	Size KVA	Sec. Volts	Anixter	Del. in days	Central Moloney	Del. in days	Gresco	Del. in days	WEG	Del. in days	Wesco	Del. in days
1	1012	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	15	120/240	No Quote	-	\$ 1,000	56-70	No Quote	-	No Quote	-	\$ 1,084	70
2	1013	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	25	120/240	No Quote	-	\$ 1,064	56-70	No Quote	-	No Quote	-	\$ 1,190	70
3	769	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	25	240/480	No Quote	-	\$ 995	56-70	No Quote	-	No Quote	-	\$ 1,180	70
4	1009	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	50	120/240	No Quote	-	\$ 1,515	56-70	No Quote	-	No Quote	-	\$ 1,784	70
5	712	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	50	240/480	No Quote	-	\$ 1,505	56-70	No Quote	-	No Quote	-	\$ 1,771	70
6	1014	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	75	120/240	No Quote	-	\$ 1,691	56-70	No Quote	-	No Quote	-	\$ 2,295	70
7	1039	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	100	120/240	No Quote	-	\$ 2,220	56-70	No Quote	-	No Quote	-	\$ 3,459	70
8	999	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	100	240/480	No Quote	-	\$ 2,201	56-70	No Quote	-	No Quote	-	\$ 2,960	70
9	832	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	167	120/240	No Quote	-	\$ 3,179	56-70	No Quote	-	No Quote	-	\$ 5,894	70
10	998	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	167	240/480	No Quote	-	\$ 3,017	56-70	No Quote	-	No Quote	-	\$ 5,624	70
11	1074	Conventional Overhead Distribution Transformers, Primary Voltage 14760/25565 Grounded Wye	250	120/240	No Quote	-	\$ 5,998	70-84	No Quote	-	No Quote	-	\$ 6,494	70
12	1248	Single Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	25	120/240	\$ 2,583	70	\$ 1,975	140-154	\$ 2,630	77	No Quote	-	\$ 2,841	140
13	1032	Single Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	25	240/480	\$ 2,605	70	\$ 1,979	140-154	\$ 2,654	77	No Quote	-	\$ 2,831	140
14	1017	Single Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	75	120/240	\$ 3,417	70	\$ 2,549	140-154	\$ 3,480	77	No Quote	-	\$ 3,086	140
15	1045	Single Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	100	120/240	\$ 3,746	70	\$ 2,794	150-154	\$ 3,815	77	No Quote	-	\$ 3,627	140
16	1026	Single Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	167	120/240	\$ 4,838	70	\$ 4,047	150-154	\$ 4,930	77	No Quote	-	\$ 4,821	140
17	1070	Single Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	250	120/240	No Quote	-	\$ 6,202 *	150-154	No Quote	-	No Quote	-	\$ 5,733	140
18	142	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	150	277/480Y	\$ 13,040	133	\$ 10,430	126-154	\$ 13,287	140	\$ 10,188	60-70	\$ 11,057	140
19	1372	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	150	120/208Y	\$ 13,179	133	\$ 10,619	126-154	\$ 13,428	140	\$ 10,414	60-70	\$ 11,274	140
20	1028	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	300	120/208Y	\$ 15,064	133	\$ 12,690	126-154	\$ 15,349	140	\$ 12,519	60-70	\$ 12,761	140
21	856	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	300	277/480Y	\$ 14,550	133	\$ 11,806	126-154	\$ 14,825	140	\$ 12,046 *	60-70	\$ 12,627	140
22	852	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	500	120/208Y	\$ 18,412	133	\$ 19,903	126-154	\$ 18,760	140	\$ 15,487	60-70	\$ 15,813	140
23	1081	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	500	277/480Y	\$ 16,761	133	\$ 17,351	126-154	\$ 17,075	140	\$ 14,025	60-70	\$ 15,057	140
24	857	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	750	120/208Y	\$ 25,685	133	\$ 26,539	126-154	\$ 26,170	140	\$ 20,895	60-70	\$ 21,735	140
25	137	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	750	277/480Y	\$ 22,232	133	\$ 20,880	154-168	\$ 22,653	140	\$ 17,357	60-70	\$ 18,762	140
26	1073	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	1000	120/208Y	\$ 40,359	133	\$ 30,191	154-168	\$ 41,120	140	\$ 26,846 *	60-70	\$ 26,315	140
27	1072	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	1000	277/480Y	\$ 25,850	133	\$ 26,654	154-168	\$ 26,340	140	\$ 19,457	60-70	\$ 21,853	140
28	1144	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	1500	277/480Y	\$ 33,071	133	\$ 35,606	154-168	\$ 33,695	140	\$ 24,509	60-70	\$ 27,794	140
29	1442	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	1500	120/208Y	\$ 59,172	133	No Quote	-	\$ 60,292	140	No Quote **	-	\$ 37,888	140
30	1431	Three Phase Padmounted Transformers, Primary Voltage 14760/25565 Grounded Wye	2500	277/480Y	\$ 53,327	133	\$ 53,646	154-168	\$ 54,337	140	\$ 36,841	60-70	\$ 38,719	140

Note:

- * Vendor (manufacturer) selected to maintain consistency within category (ie: Overhead, Single Phase, Three Phase)
- ** Vendor unable to manufacture 1500 kVA with a 120/208Y secondary.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL BRIEFING ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	May 17, 2021
SUBJECT:	Bid No. 2021-04
	Sludge Hauling

BACKGROUND

The City of Jacksonville Beach (COJB) Public Works Department provided an update concerning bio-solid disposal during the February 8, 2021 City Council Briefing. As discussed at the briefing, the current three year contract with Merrell Bros. for sludge hauling expires on June 18, 2021, and Merrell Bros. does not wish to extend the contract for an additional three years as they do not want to continue tipping the sludge at the landfill as provided in their original contract. At the conclusion of the briefing, the City Council directed staff to collect competitive bids and bring the results back to City Council for consideration of the next contract (a 36 month [three year] term).

Thereafter, biosolids hauling was competitively bid under Bid No. 2021-04 Sludge Hauling following all of the COJB procurement rules and processes. This current bid is based on hauling and tipping 3,250 tons annually. Bids were received from five vendors as supported by the table below.

The landfill is operated under a 1982 interlocal agreement that allows the COJB to tip garbage and refuse for \$0 per ton. Because the tipping fee is \$0, Item #1 in the table below is only for hauling biosolids from the Pollution Control Plant (PCP) to the Trail Ridge Landfill. Revinu, Inc., is the lowest responsible bidder at \$25.91 per ton for this disposal method.

An alternate disposal method was introduced to COJB, which is a greener re-use of the biosolids. This would require a tipping fee of \$29.00 per ton (\$94,250 per year) paid to Indianhead Biomass facility in St. Johns County in addition to the hauling fee. Item #2 in the table below is only for hauling biosolids from PCP to the Indianhead Biomass facility and does not incorporate the tipping fees. Merrell Bros. is the lowest responsible bidder at \$16.88 per ton for this disposal method.



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	Delta Pioneer, Inc.	H&H Liquid Sludge Disposal, Inc.	Merrell Bros.	North Florida Waste Management	Revinu, Inc.
ITEM #1	\$44.97/ton	\$35.00/ton	No Bid	\$133.50/ton	\$25.91/ton
ITEM #2	No Bid	No Bid	\$16.88/ton	No Bid	No Bid
TOTAL BASE	\$144,527.50	\$113,750.00	\$54,860.00	\$433,875.00	\$84,207.50

The COJB Department of Public Works requests approval of either disposal method to continue critical operations of the PCP.

FINANCIAL IMPACT

The FY2021 budget includes \$80,000 in account 420-07-0706-535-34-534000 for the hauling costs based on \$500.00 per load and 160 loads. The tipping fees at the landfill are currently \$0 per ton. The annual estimated cost of either disposal method is shown in the chart below:

	Biosolids Disposal Location	Vendor	Annual Estimated Cost
ITEM #1	Trail Ridge Landfill	Revinu, Inc.	\$85,000
ITEM #2	Indianhead Biomass Facility	Merrell Bros.	\$149,250 <i>(\$55,000 hauling + \$94,250 tipping)</i>

The cost increase can be absorbed in the current year within the Water Sewer Fund, and the budget for FY2022 will reflect the award of either option.

REQUESTED ACTION

- Award/Reject Bid No. 2021-04 Sludge Hauling to Merrell Bros. in the amount of \$16.88 per ton for hauling biosolids to and \$29.00 per ton for tipping biosolids at the Indianhead Biomass facility;
- OR**
- Award/Reject Bid No. 2021-04 Sludge Hauling to Revinu, Inc., in the amount of \$25.91 per ton for hauling and tipping biosolids to the Trailhead Landfill.

ATTACHMENTS

- Bid No. 2021-04 Sludge Hauling (including three addenda)
- Merrell Bros, Inc., Response to Bid No. 2021-04
- Revinu, Inc., Response to Bid No. 2021-04
- Bid No. 2021-04 Bid Tabulation
- Indianhead Letter of Costs



City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229



Invitation to Bid

BID Number:	2021-04
BID Title:	SLUDGE HAULING - CONTINUOUS SERVICES FOR 36 MONTHS

Submittal Deadline	
Day:	Wednesday
Date:	March 24, 2021
Time:	2:00 P.M.
Location:	Property and Procurement
Address:	1460A Shetter Ave., Jacksonville Beach, FL 32250

A pre-bid meeting is scheduled for this Bid as follows:

<u>PRE-BID MEETING</u> 10:00 AM Wednesday, March 3, 2021 Jacksonville Beach Wastewater Treatment Plant 910 South 10th Street, Jacksonville Beach, Florida 32250

ANTICIPATED TIME LINE: The **anticipated** schedule for this Bid is as follows:

Bid Advertised	24-February-2021
Pre-Bid Meeting	3-March-2021
Deadline to Submit Questions	12-March-2021
Addendum (if necessary) Issued	17-March-2021
Submission Deadline	24-March-2021
Bids Opened	24-March-2021

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SECTION A: OVERVIEW

SECTION A: OVERVIEW

1. PURPOSE:

The City of Jacksonville Beach (CITY) is seeking submittal of unit price bids and qualifications from trucking / hauling contractors interested in providing thirty-six (36) months of continuous services.

2. BID DUE DATE: 2:00 PM WEDNESDAY March 24, 2021

A pre-bid meeting for interested proposers will be held at **10:00a.m., Wednesday, March 3, 2021**, at the **Jacksonville Beach Wastewater Treatment Plant, 910 South 10th Street, Jacksonville Beach, Florida 32250**, to review the scope and clarify any questions on this request for proposals. Though not mandatory for bidding on this ITB, all interested bidders are highly encouraged to attend to gain as much information as possible.

Bids will be received until **2:00 P.M., Wednesday March 24, 2021**, and then opened publicly by the Property and Procurement Division, First Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

3. BID AWARD:

This will be a non-exclusive contract. The City intends to award the bid to the lowest responsive, responsible bidder(s) as determined solely by the City to be in its best interest. In addition, the City, reserves the right to cancel this bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City may award all sections and items to a single Contractor, or may award each section and/or items independently.

4. BID SUBMITTAL REQUIREMENTS:

Submit completed package **one (1)** original plus **three (3)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected. It is incumbent upon the bidder to ensure that all copies of the bid package submittals are complete and exact replicas of each other.

Clearly mark the submittal envelope with the BID number, BID title and Bidder name.

It is incumbent upon the bidder to ensure that bid package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at Purchasing@jaxbchfl.net no later than **March 12, 2021**. Interpretation will be in the form of an addendum and will be published on the bid section of the City's website. Bid packages can be obtained from the Property and Procurement Division, 1460A Shetter Avenue, First Floor, Jacksonville Beach, Florida 32250, telephone 904-247-6229.

SECTION B: GENERAL PROVISIONS

GENERAL PROVISIONS

1. INSTRUCTIONS TO BIDDERS:

- **Technical Specifications** that are **explicit** to this particular **Bid Number 2021-04** are found in **SECTION C: TECHNICAL SPECIFICATIONS**, which begins on **page 25**.
- **The Minimal Bid Package shall consist of the following:**
 - Title Page, Table of Contents and Letter of Transmittal
 - Form 1:** Bid Tender Form
 - Form 2:** Bid Award Notice
 - Form 3:** Required Disclosure
 - Form 4:** Drug-Free Workplace Compliance
 - Form 5:** Non-Collusion Affidavit
 - Form 6:** Non-Bankruptcy Affidavit
 - W-9**
 - Local Business Tax Receipt**

All forms must be completely filled out, appropriately executed and submitted as part of the bid package. These start on **page 37**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any bid at the CITY's sole discretion.

2. TERMS AND CONDITIONS:

- A. **General**. It is the purpose and intent of this bid to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. **Time for CITY Acceptance**. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of bids for acceptance of its submittals by the CITY.
- C. **Effective Contract Term Start Date**. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. **Extension of Contract**. If the CITY should have a need to re-advertise for responses, the Contract resulting from this RFQ shall automatically be extended month-to-month past its term end date. This mandatory extension will allow the CITY to receive and assess responses, to award a new contract, and to ensure a smooth, cooperative and seamless
- E. **Contract Termination**. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
 - 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
 - 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.

- 3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.
- F. Award.
- 1) The CITY reserves the right to waive informalities, to reject any and all bids, in whole or in part, and to accept the bid(s) that in its judgment will best serve the interest of the CITY.
 - 2) The CITY specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.
- G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.
- H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

3. ADDITIONAL INFORMATION:

The information in this bid package is provided to facilitate bids. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer, in the Property and Procurement Division via email at Purchasing@jaxbchfl.net.

4. ADDENDA TO THE BID:

If any addenda are issued to this bid, a good faith attempt will be made to deliver a copy to each of the Bidders, who, according to the records of the Property and Procurement Division previously requested a copy of this bid. However, prior to submitting a bid, it shall be the responsibility of the Bidder to contact the CITY's Property and Procurement Division (904-247-6229) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the bid. Bidders should either acknowledge receipt of such addenda on their bid, or attach such addenda to their bid.

5. USE OF BID RESPONSE FORMS:

All bids must include the completed Bid Tender Form provided in this package, and all questions must be answered. Bids may not be accepted where the Bid Tender Form has been retyped or altered by the Bidder. Failure to comply may preclude consideration of the bid. Supplemental information may be attached to the Bid Tender Form.

6. DEVIATIONS FROM REQUESTED PLAN:

The contract terms and conditions stipulated in this bid are those required by the CITY. Bidders are required to submit their bid, which complies with the requested services. Any deviations from the services requested should be clearly noted.

7. CONFLICT WITH SPECIMEN CONTRACTS:

Unless specifically noted to the contrary as a deviation from the bid, the submission of bidder's specimen contract with a bidder's bid submittal shall not constitute notice of the bidder's intent to deviate from the bid in a restrictive manner. Unless specifically noted otherwise, the attachment of the bidder's specimen contract shall be deemed to be an offer in at least full compliance with the bid, and the bidder expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the bid. That is, submission of a bidder's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the bid or a broadening of terms and conditions to the benefit of the CITY beyond that required by the bid.

8. ERRORS IN SUBMITTALS:

Bidders shall fully inform themselves as to the conditions, requirements and specifications before submitting the bid. Failure to do so will be at the bidder's own risk, and a bidder cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

9. LEGAL AND REGULATORY COMPLIANCE:

The Respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:
TELEPHONE NUMBER: 904-247-6250 EXT # 10
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET, JACKSONVILLE BEACH, FL 32250.**

The Contractor shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable)

11. WAIVER/REJECTION OF BIDS:

The CITY reserves the right to waive formalities or informalities in bids and to reject any or all bids or portions of bids, or to accept any bids or portions of bids deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the bidder.

12. AUTHORIZED OFFER:

The person submitting the bid should indicate the extent of authorization by the Company to make a valid offer in the bid summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the bid is not authorized to submit a bid that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized

representative of the bidder's firm, that may result in a bound contract upon the CITY's acceptance.

13. EVALUATION OF BIDS:

The CITY will evaluate each bid based on all the criteria set forth in the bid. Fees may be requested as part of the bid package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

14. USE OF BID BY OTHER AGENCIES:

It is hereby made a part of this bid that the submission of any bid response to the advertisement request constitutes a bid made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

15. PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list (**See attached Form 3**).

16. CONFLICT OF INTEREST / CONE OF SILENCE:

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence." This limits and requires documentation

of communications between potential proposers and/or proposers on CITY solicitations, the CITY's professional staff, and the City Council members.

Any lobbying by or on behalf of the bidder may result in rejection/disqualification of said bid at the CITY's sole discretion. Bidders shall refrain from any communication with City Council members, CITY Staff, or the CITY's Evaluation Committee, or members of any Board or Agency of the CITY, regarding this bid.

DURING THE PERIOD BETWEEN BID ADVERTISEMENT DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE CITY COUNCIL, CITY STAFF, CITY EVALUATION COMMITTEE OR MEMBERS OF ANY BOARD OR AGENCY OF THE CITY, EXCEPT UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PURCHASING DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude bidders from discussing other matters with City Council, CITY staff or members of any CITY Board or Agency. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the bidder's bid submission.

The Cone of Silence shall be imposed on this bid upon its advertisement and shall terminate at the time the City Council and/or City Manager awards the solicitation. However, if the City Council and/or the City Manager refers the recommendation of award back to the CITY staff for further review, the Cone of Silence shall be re-imposed until such time as the City Council and/or the City Manager makes a subsequent award for the solicitation.

The Cone of Silence prohibits the following activities:

- A. Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist or consultant and the CITY's professional staff;
- B. Any communication regarding this bid between the Mayor, Council members and any member of any Board or Agency of the CITY;

- C. Any communication regarding this bid between potential vendor, service provider, bidder, lobbyist or consultant and any member of a selection or evaluation committee;
- D. Any communication regarding this bid between the Mayor, Council members; any member of any Board or Agency of the CITY and the selection or evaluation committee therefore;
- E. Any communication regarding this bid between any member of the CITY's professional staff and any member of the selection or evaluation committee; and
- F. Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Mayor, Council members and any member of any Board or Agency of the CITY.

The Cone of Silence may not apply to:

- A. Oral communications at pre-bid meetings;
- B. Oral presentations before selection or evaluation committees;
- C. Public presentations made to the City Council during any duly noticed public meeting;
- D. Written communications regarding a particular RFP, RFQ, or ITB between a potential vendor, service provider, respondent, bidder, lobbyist or consultant and the CITY's Purchasing Agent or CITY employee designated responsible for administering the procurement process of such RFP, RFQ, or ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- E. Communications with the CITY Attorney and his or her staff;
- F. Duly noticed site visits to determine the competency of bidders/respondents regarding a particular bid/statement during the time period between the opening of bids and the time the City Council and/or City Manager makes the award;
- G. Any emergency procurement of goods or services pursuant to CITY Code;
- H. Contract negotiations during any duly noticed public meeting;
- I. Communications to enable CITY staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, respondent, bidder, lobbyist, or consultant and any member of the CITY's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder may render the bid award to said bidder voidable by the City Council and/or City Manager at the CITY's sole discretion.

17. NON-COLLUSION AFFIDAVIT

As part of the solicitation process, Respondents are required to complete a Non-Collusion Affidavit. This is intended to prevent corruption in the solicitation process by requiring a

declaration from the Respondent that they have not colluded with any other party in preparation of their proposal (**See attached Form 5**).

18. DISCRIMINATION CLAUSE:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the safety provisions of this agreement.

20. INSURANCE REQUIREMENTS:

20. (A) GENERAL INSURANCE PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

20. (B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

20. (C) COVERAGE REQUIREMENTS:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount:	\$1,000,000	aggregate
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Business Auto Liability Coverage is **required for Contractor and all subcontractors**.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability **is required for Contractor and all sub-contractors**

Pollution Liability Required of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

20. (D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful bidder(s)' obligation to fulfill the insurance requirements herein.

21. PERFORMANCE AND PAYMENT BONDS: N/A

Simultaneously with his delivery of the executed contract to the CITY, a bidder, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the accepted Bid/Bid, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.

The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.

22. BID SECURITY: N/A

- A. Each Bid must be accompanied by a Cashier's Check or Bid Bond in an amount not less than five percent (5%) of the amount of the bid. The bid security of all Bidders will be returned within ten (10) days after the CITY and the accepted Bidder(s) have executed the written Contract(s) and the accepted Bidder(s) have filed acceptable payment and performance bonds. If thirty (30) days have passed after the date of the opening of the bids and no Contract(s) has been awarded, the bid security of any Bidder will be returned on demand, provided the Bidder has not been notified of the acceptance of its Bid.
- B. Attorneys-in-Fact who sign Bid Bonds must file with such bonds a certified copy of their Power of Attorney to sign the Bonds.
- C. Failure of any accepted Bidder to execute a contract and file acceptable bonds as provided herein within ten (10) days after a written Notice of Award has been given shall be just cause for the annulment of the award and forfeiture of the bid security to the CITY, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Award may then be made to another Bidder or all Bids may be rejected.

23. BANKRUPTCY:

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been a CITY/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted bids must include this form executed by the proper representative of the bidder company (**See attached Form 6**).

24. NONEXCLUSIVE:

Notwithstanding the contract resulting from this bid, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this bid. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

25. DRUG FREE WORKPLACE COMPLIANCE FORM:

Attached is a Drug Free Workplace Compliance Form. All submitted bids must include this form executed by the proper representative of your company. (**See attached Form 4**).

26. WARRANTY:

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful bidder against factory defects and workmanship. At no expense to the City, the

successful bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

27. PROTEST:

A recommendation for contract award or rejection of award may be protested by a bidder. The bidder may file a written protest with the City Clerk's office. The bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and bid number of the solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the bidder of all rights of protest under this procedure.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

28. FRAUD AND MISREPRESENTATION:

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

29. OMISSIONS IN SPECIFICATIONS:

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

30. FORCE MAJEURE:

The City and the successful bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- C. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

31. BID AWARD NOTICE FORM:

Attached is a Bid Award Notice Form. All submitted bids are to include this form to be notified of the recommendation of award. **(See attached Form 2)**

32. INDEMNIFICATION:

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the CITY as outlined below.

The Contractor covenants and agrees to indemnify, hold harmless and defend the CITY, its council, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by CITY, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor, its subcontractor(s) in any tier, their officers, employees, servants or agents.

In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the CITY from any and all increased expenses resulting from such delay. Should any claims be asserted against the CITY by virtue of any deficiency or ambiguity in the plans and specifications provided by the Contractor, the Contractor agrees and warrants that Contractor shall hold the CITY harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the CITY's behalf.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is consideration for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Agreement.

This indemnification shall survive the expiration or earlier termination of the contract.

33. MAINTENANCE OF RECORDS AND RIGHT TO AUDIT:

The CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten years from the final payment or termination of this agreement. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten years following the final payment or termination of this Agreement. If an auditor employed by the CITY determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the CITY, the CITY shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the CITY.

RIGHT TO AUDIT

Availability of Records: The records of the parties to this Agreement relating to a Work Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by Owner to

substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in Owner's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by Owner's representative and/or agents of Owner. Owner may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors representatives. All records shall be kept for ten (10) years after Final Completion.

SECTION C: TECHNICAL SPECIFICATIONS

A. Objective:

The City of Jacksonville Beach (CITY) is seeking submittal of unit price bids and qualifications from trucking / hauling contractors interested in providing thirty-six (36) months of continuous services, providing everything necessary to:

- Collect sludge continuously at the CITY's Wastewater Treatment Plant (910 South 10th Street, Jacksonville Beach, Florida) and,
- Haul the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234 **or Indianhead Biomass LLC, 2020 Country Road 214, Saint Augustine, Florida 32084**

The resulting unit price contract for continuous services for three (3) years may be extended for additional terms, from one (1) year through three (3) years in length each, for a total contract length not to exceed six (6) years. Extension terms are subject to mutual consent of the CITY and the CONTRACTOR.

B. Scope of Services:

These specifications are intended to include all materials, equipment, including a trailer and yard dog, labor, supervision, machinery, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, and all incidentals necessary to provide for the hauling of sludge as described and required in these specifications. CONTRACTOR will be called by the City of Jacksonville Beach ("CITY") on an as-needed basis to haul "Type B" sludge (13% to 15% Dry Solids) from the Jacksonville Beach Pollution Control Plant, located at 910 South 10th Street, and deliver to the approved Jacksonville Landfill **or Indianhead Biomass**. The contractor will not be charged landfill tipping (dumping) fees when hauling sludge for the CITY.

C. Execution of the Services:

1. The CONTRACTOR shall be familiar with the operations to be carried out under this agreement. The CONTRACTOR shall fully understand the difficulties and restrictions attending the execution of the work under this agreement.
2. The failure or omission of the CONTRACTOR to receive or examine any instruction or document, or any part of these specifications or to be familiar with the work required shall in no way relieve the CONTRACTOR from any obligation with respect to this proposal, including that of furnishing all the material, equipment, and labor necessary to perform the work in accordance with these specifications.
3. By submitting a proposal, the CONTRACTOR covenants and agrees that they have carefully examined the specifications and that from their professional experience, they are satisfied as to the nature of the Work, the general local conditions and all matters which may in any way affect the performance and that as a result, they fully understand the intent and purpose thereof and their obligations thereunder and that they will not

make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement because of any lack of information.

D. References / Qualifications of CONTRACTOR:

The CITY reserves the right to require any bidder to submit such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a bidder.

The bidder must submit a list of references demonstrating the company's experience in providing Sludge Hauling Services and/or similar services. References should include clients, and financial institutions. Minimum information for each reference should include:

- **Name of organization**
- Explanation of hauling services provided by bidder **to reference customer** (who, what, where, when, how long)
- **Point of contact information**
(Name, phone number, email address, mailing address, etc.)
- Or explanation of financial services provided by the **referenced financial institution** to the bidder

Failure to provide any required information may result in the bid being rejected as non-responsive.

E. Performance:

The CONTRACTOR shall ensure that all items supplied and/or work performed complies with all Federal, State, and local laws, rules, and regulations. The CONTRACTOR must employ all possible means to prevent contamination or pollution of air, waterways, and soil.

F. Inspection:

The CITY reserves the right to conduct any inspection, including site inspections, it deems necessary to assure items and services conform to all requirements and specifications, and the CONTRACTOR shall consent to the CITY's right of entry for the purpose of making such inspection(s).

G. Intent:

The intent of the *Sludge Hauling Continuous Services Contract* is to obtain the services of a qualified CONTRACTOR to provide everything necessary to:

- Collect sludge continuously at the CITY's Wastewater Treatment Plant (910 South 10th Street, Jacksonville Beach, Florida) and,
- Transport the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234) **or Indianhead Biomass located at 2020 Country Road 214, Saint Augustine, Florida 32084.**

See photos near end of Section C

The Contract will be awarded for a three (3) year period, with the option to extend the Contract for up to three (3) additional years, in one (1) to three (3) year increments(s) subject to mutual consent. The total length of the contract is not to exceed six (6) years.

1. **Sludge Hauling Equipment:** The CONTRACTOR shall be required to provide continuously a **tractor (yard dog)/trailer (30 Cubic Yard Capacity) on site at all times**, so that plant personnel can utilize the sludge processing equipment on a 24 hour basis. The plant personnel must be able to move the tractor (yard dog)/trailer equipment forward or backward during the loading operation while utilizing the belt press equipment. CONTRACTOR will be required to schedule his pickup/change out of trailer equipment so as not to delay the normal operation of the Pollution Control Plant. (**See photos near end of Section C.**) Note: Bids shall be based on a 30 cubic yard capacity trailer. After award if trailer size provided is different than bid price shall be adjusted accordingly.
2. Due to the Inter-Local Agreement between the CITY and the City of Jacksonville, there are **No Tipping Fees** required on the sludge hauling services performed under this Contract. The Unit Price per Load provided under this Contract shall not reflect any dumping fees. **Tipping fees for Indianhead Biomass shall be billed separately.** A letter from the CITY will be provided to the individual driver with each load of sludge leaving the Pollution Control Plant. This letter, in turn, will be given to the appropriate personnel at the approved Jacksonville Landfill **or Indianhead Biomass** with each delivery.
3. The CITY will provide a Trip Ticket Form which will be used to verify each pickup of sludge material from the Pollution Control Plant.
4. **Sludge Disposal Site:** The CONTRACTOR shall dispose of the sludge at the approved Jacksonville Landfill, which is currently located at 5110, U.S. Highway 302, south of Baldwin, Florida, known as the Trail Ridge Landfill **or Indianhead Biomass located at 2020 Country Road 214, Saint Augustine, Florida 32084 (See photos near end of Section C.)**
5. A copy of each landfill weight ticket, showing the tonnage disposed at the landfill, will be provided to the Pollution Control Plant Division. The monthly billing for services performed will be based on actual loads of sludge hauled to the approved Jacksonville Landfill.

H. **Supervision:**

1. The CONTRACTOR is responsible for all personnel and supervision required to perform work in accordance with these specifications.
2. The CONTRACTOR and its employees must comply with all CITY regulations.

3. The CONTRACTOR understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the CONTRACTOR and the CITY's Pollution Control Plant Supervisor, 247-6294. CITY approved representatives of the CONTRACTOR shall be available to meet with the CITY's Pollution Control Plant Supervisor as required to accomplish the CITY's objectives.

I. Quality of Service:

1. The direction and supervision of sludge hauling services shall be by competent and qualified personnel, and the CONTRACTOR shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the CITY.
2. In the event the quality of work performed is not acceptable to the CITY or the work is not performed in accordance with these specifications, the CITY's Designated Representative will reduce the payment using the full price as submitted in this bid.

J. Safety Standards:

1. The CONTRACTOR shall be responsible for instructing their employees in all safety measures. The CONTRACTOR shall not permit the placing or use of materials and equipment in locations in such a manner as to create safety hazard(s).
2. The CONTRACTOR is responsible for furnishing and maintaining all equipment in safe operating conditions to perform duties in accordance with these specifications.
3. The CONTRACTOR is responsible for complying with all regulations set forth by OSHA, the State of Florida, and the City of Jacksonville where applicable, and the CITY.

K. Contractor's Employees and City Approval Required Prior to any Sub-Contracting:

The CITY reserves the right to accept or reject any employee of the CONTRACTOR.

The CONTRACTOR shall not sub-contract any of this work without prior approval from the CITY.

L. Supplies & Equipment:

The CONTRACTOR shall provide all supplies and all equipment at the CONTRACTOR's expense to perform tasks in accordance with these specifications.

M. Damage:

1. The CONTRACTOR will be held responsible for any loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and

their employees.

2. In the event damage occurs, the CONTRACTOR must report the damage to the Pollution Control Plant Supervisor immediately following the incident and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of damage, when the damage occurred and what action has been taken to correct the situation.

N. CITY Equipment & Facilities:

The CONTRACTOR and their employees are not allowed to use any CITY equipment and/or facilities to perform this contract.

O. Terms and Conditions:

1. This Agreement shall be effective from the date of award or issuance of Notice to Proceed with CITY Purchase Order, whichever is later, and will continue in effect through thirty-six (36) months.
2. With the consent of the CITY and CONTRACTOR in writing, this Agreement may be extended for additional terms, from one (1) year through three (3) years in length each, for a total contract length not to exceed six (6) years.

The extension(s) shall be agreed in writing, prior to the end of the current term. The current term may be extended monthly by agreement until the written agreement for the term extension is completed.

3. Fuel Surcharge per Load Adjustment Provision:

Applicability: The Fuel Surcharge per Load Adjustment Provision is applicable during the initial contract term and/or during each extended additional term.

Adjustment Review Requested by CONTRACTOR. After the first six months of the Contract Term or Extension thereof, and no closer than intervening 6 month periods thereafter, the CONTRACTOR, at the CONTRACTOR's option, may request an adjustment review based on the increased cost of fuel, known as the Fuel Surcharge per Load, that is over and above the fuel price at the time of the Contract Term Start or Extension thereof (Contract Extension Term Start). The resulting Fuel Surcharge per Load is to be mutually agreed and implemented by amendment signed by both parties.

Adjustment Review Initiated by CITY only. The CITY reserves the sole discretion to unilaterally initiate review of fuel prices, to refigure and reset the Fuel Surcharge per Load, after a six (6) month period elapses from the date of the current Amendment. The CITY will inform the CONTRACTOR in writing by a new Fuel Surcharge per Load Amendment signed only by the CITY. The CITY may initiate this provision whether fuel prices increase or decrease over the intervening period.

Effective Date of New Fuel Surcharge per Load. Each Fuel Surcharge per Load is effective starting the first full month after the Amendment is fully executed by both parties. It remains in effect until readjusted after another period of not less than six (6) months from the current fuel surcharge amendment. At that time, CONTRACTOR may submit request for consideration of a new Fuel Surcharge per Load adjustment review. This may be done at intervening periods of not less than six (6) months, except for the six (6) month period after the Effective Date of a new Contract Extension Term Start.

Diesel Fuel Price Index. This Fuel Surcharge per Load Provision would allow for a nominal increase or decrease in the price per load based on a calculation that factors in the average cost of diesel fuel for this region as posted in the *U.S. Energy Information Administration US On-Highway Diesel Fuel Prices – Lower Atlantic*. The Fuel Surcharge per Load will be solely based on the increased / decreased cost of fuel only.

Fuel Surcharge per Load Calculation Formula: The round trip mileage from the Pollution Control Plant to the approved Jacksonville Landfill and back to the Pollution Control Plant is approximately 90 miles. Based on an average four (4) MPG, it would take twenty-two and one-half (22.5) gallons of diesel fuel per round trip. An example follows:

- * Base Fuel Price at Contract 1st Term Effective Start Date: \$4.10 per gallon
(from the listed Diesel Fuel Price Index)
- * Fuel Price after 1st 6-month duration from Term Start: \$4.20 per gallon
(from the listed Diesel Fuel Price Index)
- * Change in Fuel Price (+ or -) since Contract 1st Term Start: \$0.10 per gallon
- * Increase in Fuel Cost per round trip (22.5 gallons X \$0.10): (This is the Fuel Surcharge per Load) \$2.25 per load
- * The Fuel Surcharge per Load of \$2.25 would be added to invoices for the next six (6) month period, subject to written agreement signed by both parties.

The Unit Price per Load and the Fuel Surcharge per Load shall be shown as separate line items on all invoices (also include CITY Purchase Order number).

4. Unit Price per Load Adjustment Provision based on CPI Change:

Applicability: The Unit Price per Load Adjustment Provision may be applied only once during the contract. It is only to be applied as a provision of the agreement for one of the extended additional terms.

Subject to the term of this Agreement being extended beyond the Initial Contract Term, the CONTRACTOR may request the CITY to adjust the Unit Price per Load based on changes in the cost of doing business, over the current term of the Contract.

Adjustments to the Unit Price per Load are to be mutually agreed in writing by the CITY and the CONTRACTOR.

Basis for adjustment. The basis for adjustment of the Unit Price per Load shall be - the not seasonally adjusted *Consumer Price Index (CPI) - All Urban Consumers*, Area: *U.S. city average*, Item: *All items less food and energy* - published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor publication if discontinued. Subject to negotiations, the Unit Price per Load may be increased / decreased in a percentage not to exceed 100% of the average annual CPI change (with a goal of no more than 75%) during the current term.

Average Annual CPI Change. The computations for the adjustment shall be based on the *average annual CPI change* for the intervening (full 12-month) periods since the Initial Contract Term Start Date. The adjustment(s) shall be negotiated and agreed in writing by both parties. Adjustment(s) shall be effective on the first full month after the written agreement on the Unit Price Adjustment or the New Term Start Date, whichever is later.

In the event that the CITY and CONTRACTOR are unable to reach agreement on an adjustment to the Unit Price per Load prior to the Expiration Date of the Current Term, as may be extended month to month under the existing pricing by mutual agreement while negotiations are still ongoing, either party shall have the right to terminate this agreement upon forwarding a certified letter to the other party.

P. Contractor Liability:

The CONTRACTOR shall be responsible and liable for any and all equipment that is in the possession of the CONTRACTOR. The CONTRACTOR shall be responsible and liable for any and all losses or damages to CITY or any other agency's equipment regardless of the cause, when such CITY or other agency equipment is in the possession of the CONTRACTOR or its agents.

Q. Payment and Performance Bonds: Not required.

R. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage shall not shift responsibility for any damages from the CONTRACTOR to the CITY.

S. CITY Representatives:

- | | |
|--|--|
| 1. Designated Representative: | Public Works Director |
| 2. Contract Service Manager: | Utility Plant Operations Superintendent,
Pollution Control Plant Division,
Public Works Department |
| 3. Contract Service Manager Assistant: | Plant Operations Manager,
Pollution Control Plant Division,
Public Works Department |

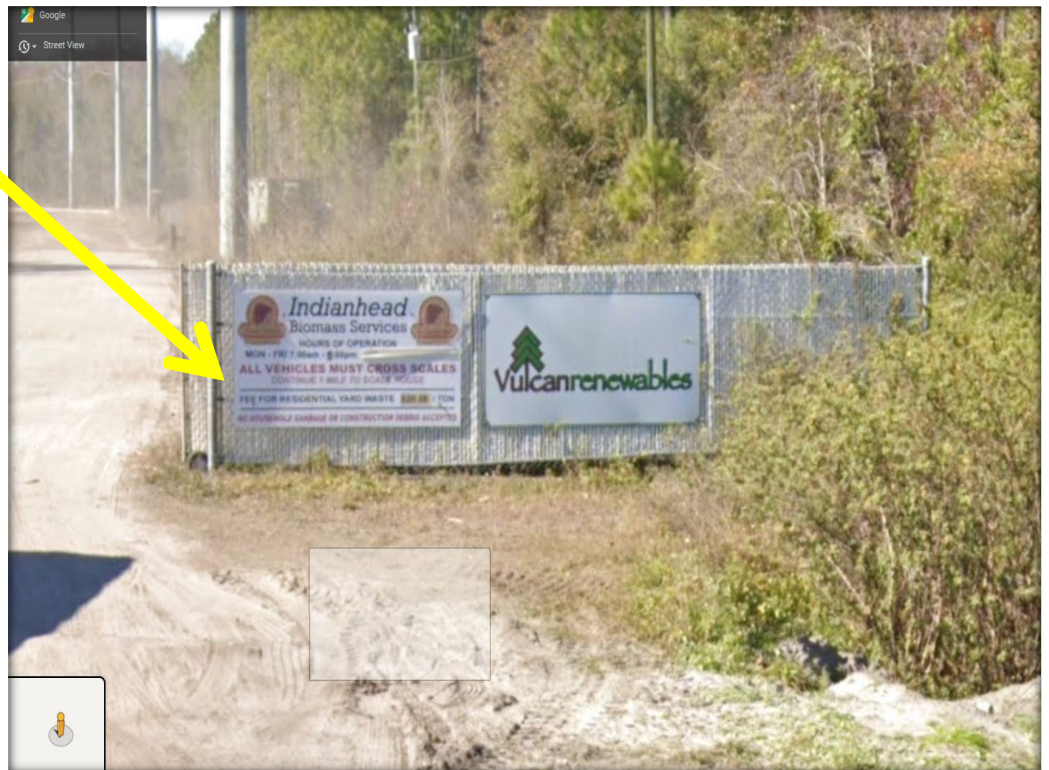
Sludge Collection Site
at Belt Press, Wastewater Treatment Plant
910 South 10th Street, Jacksonville Beach, FL 32250



Current Sludge Disposal Site
to Trail Ridge Landfill,
5110 U.S. Highway 302, Jacksonville, FL 32234



Alternate Disposal Site



Estimated Distance

***From: Sludge Collection Site
To: Sludge Disposal Site***

One way is approximately 45 miles.
Round trip is approximately 90 miles.

mapquest m^q

Trip to:

**Trail Ridge Landfill Inc
5110 US Highway 301 S**

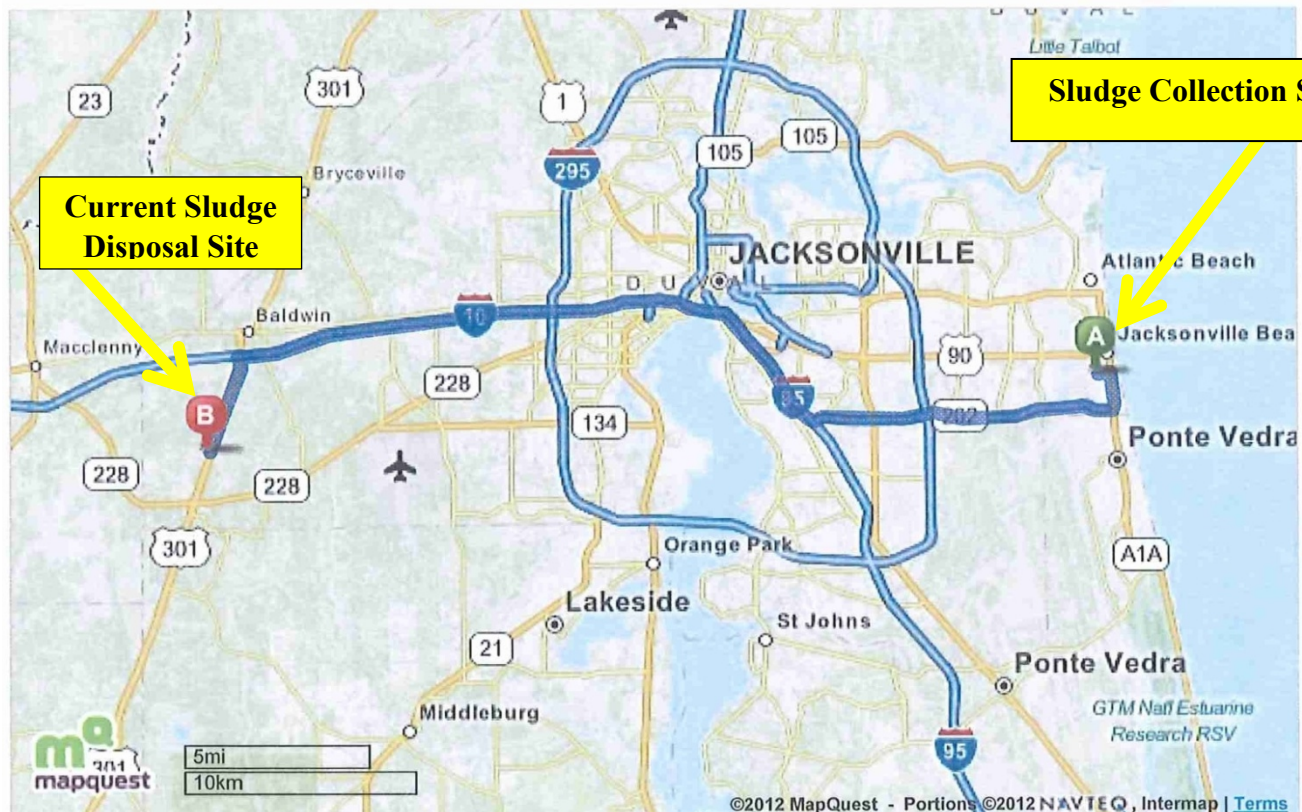
Jacksonville, FL 32234

(904) 289-9100

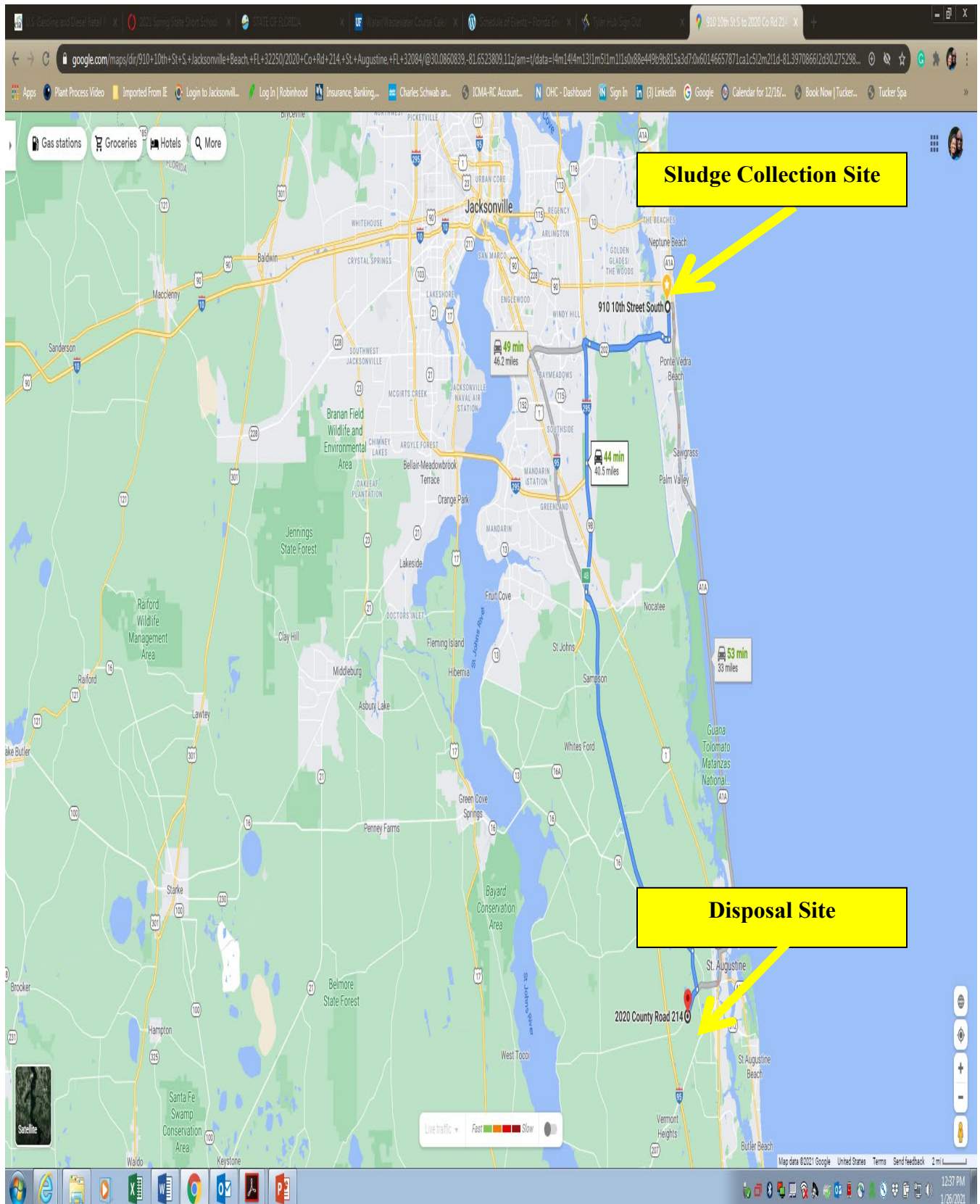
44.97 miles / 52 minutes

Notes

From:
Wastewater Treatment Plant,
910 South 10th Street
Jacksonville Beach, FL 32250



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SECTION D: FORMS

FORM 1: BID TENDER FORM (page 1 of 4)

BID: 2021-04 Sludge Hauling - Continuous Services for 36 Months

BID DATE: _____, 2021

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: _____

Submitter is solely responsible for developing / determining / verifying for this contract work all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide satisfactory fully completed contract work under the provisions of the ITB to the City's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Unit Price Bid** for each **Item**.

Bidder must provide a price on each item listed. All entries in the entire proposal must be made clearly in ink. Unit Prices bid must be written in figures. Bidder must insert Extended Prices obtained by multiplying the Estimated Quantities times the Unit Prices. In case of errors, **Unit Prices** will govern. The corrected **Extended Prices** and corrected **Grand Total Price for all Bid Items Combined** will be used to determine the lowest, qualified bidder. Bid Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

FORM 1: BID TENDER FORM (page 2 of 4)

ITEM DESCRIPTION: **BASE BID ITEM** (Unit Price Contract for continuing services)

Unit Price Contract shall include the following items. Contractor shall be required to perform Sludge Hauling Services on a regular basis. Unit Price per Load or per Ton shall include the cost of providing equipment, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, labor, all taxes, and all incidentals necessary to provide for the collecting and hauling of "Type B" sludge (13% to 15% Dry Solids) with an average of 22.5 tons per year as described and required in these specifications.

The quantity below reflects an estimated amount to be hauled during a one (1) year period.

<u>Item</u>	<u>Estimated. Quantity (Tons Per Year)</u>	<u>Unit Price per Ton</u>	<u>Extended Price (Total Base Bid)</u>	<u>Location</u>
1	3250	\$ _____	\$ _____	Trail Ridge Landfill
2	3250	\$ _____	\$ _____	Indianhead Biomass

*****Estimated Quantities are for bidding purposes only*****

NOTE: The Proposer acknowledges and verifies that the Unit Price per Load that is tendered **DOES NOT** include costs for Landfill Tipping (Dumping) Fees, for which the CONTRACTOR WILL NOT be charged when hauling sludge for the CITY.

In accordance with the Invitation to Bid to Provide Sludge Hauling Services for 36 Continuous Months for the City of Jacksonville Beach, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the Proposal, thereof, the undersigned hereby submits the Total Base Bid as follows:

TOTAL BASE BID: \$ _____ (Numerals)
_____ (Written)

The above said figure is understood to be the basis for establishing the amount of Bid and for comparison of Bids only.

It is understood and accepted by the Proposer that this price is based on Estimated Quantities of service. If selected, it is understood that compensation shall be based on actual service orders. The City reserves the sole prerogative whether or not to order / contract for any and all Base Bid Item(s) listed in this proposal, to determine the Quantity to be ordered, and when the work is to be done, all in the best interests of the City.

The Proposer agrees that this Bid Proposal shall be good and may **not be withdrawn for a period of 90 days after the opening of the bids**. The Proposer understands that the CITY reserves the right to reject all proposals, and waive informalities in submitted proposals.

FORM 1: BID TENDER FORM (page 3 of 4)

The Bidder understands that the CITY reserves the right to: 1) reject all bids and waive informalities in the bids, and 2) award the total base bid to the lowest, qualified bidder, or award each bid item to its lowest, qualified bidder, or award any combination in between, is in the best interests of the CITY.

ADDENDA RECEIPT VERIFICATION

Bidder shall acknowledge receipt of all addenda, if any, to the Invitation to Bid/Request for Proposal, by filling in Addenda Numbers and dates below.

Addendum #: _____	Dated: _____	Addendum #: _____	Dated: _____
Addendum #: _____	Dated: _____	Addendum #: _____	Dated: _____

BID/PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Bid Submittal Package in response to this Invitation-to-Bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
☐	1	BID TENDER FORM (completed Pages 38 thru 41)
☐	2	BID AWARD NOTICE FORM – Mandatory Cover Sheet (completed Page 42)
☐	3	REQUIRED DISCLOSURE FORM (completed Page 43)
☐	4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 44)
☐	5	NON-COLLUSION AFFIDAVIT (completed Page 45)
☐	6	NON-BANKRUPTCY AFFIDAVIT (completed Page 46)
☐		ATTENDED PRE-BID ON-SITE MEETING. Although <u>not mandatory</u> for bidding on this ITB, all interested bidders are highly encouraged to attend to gain as much information as possible.
☐		BIDDER REFERENCES LIST / QUALIFICATIONS (See page 27, Section C Paragraph D, titled “References / Qualifications of CONTRACTOR”)
☐		W9 (Attach completed and signed form, which can be obtained from www.irs.gov)
☐		LOCAL BUSINESS TAX RECEIPT (attach copy)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Bid Tender Form and/or is required by the ITB and/or Addenda.

By: _____ Title (typed or neatly printed)

Signature of Authorized Submitter

SUBMITTED BY: _____ DATE: _____

Typed/Printed Name of Authorized Submitter

FORM 1: BID TENDER FORM (Page 4 of 4)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

TELEPHONE NUMBER: _____

LICENSE NUMBER: _____

(If Corporation, President, Secretary and Treasurer identification)

PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

SEAL: (if Bid/Proposal is by a Corporation.)

FORM 2: BID AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the bidder. The bidder is to submit the form to the CITY along with the Bid Tender Form and other required documents.

1. Company Name: _____
2. Address: _____
3. City, State & Zip: _____
4. Attention: _____
5. Phone: _____
6. E-mail address: _____

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of **BID No. 2021-04** per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the bidder of the Notice of Intent to Submit Bid for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded BID or combination of BID Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your bid.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Contractor: _____

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says
that:

1. He (it) is the _____, of _____
the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all
pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affidavit, have in any way, colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or
person to submit a collusive or sham bid in connection with the Contract for which the
attached bid has been submitted; or to refrain from responding in connection with such
Contract; or have in any manner, directly or indirectly, sought by agreement or collusion
or communication, or conference with any bidder firm, or person to fix the price or prices
in the attached bid or of any other bidder or to fix any overhead, profit, or cost elements
of the bid price or the bid price of any other bidder, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against other Bidders, or
any person interested in the proposed Contract;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or
any other of its agents, representatives, owners, employees or parties in interest, including
his affidavit.

By: _____

Sworn and subscribed to before me this _____ day of _____, 20____,
in the State of _____, County of _____.

Notary Public

My Commission Expires: _____

FORM 6: NON-BANKRUPTCY AFFIDAVIT

BID #: 2021-04 Sludge Hauling - Continuous Services for 36 Months

STATE OF _____)

COUNTY OF _____)

_____ is an officer and member of
the firm of _____, being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **BID No. 2021-04**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

ADDENDUM No. 1

Bid No.: 2021-04
Title: Sludge Hauling

The purpose of Addendum No. 1 to Bid No. 2021-04 Sludge Hauling is to extend the **bid date by two (2) weeks to April 7, 2021**, provide additional information and answer the questions submitted.

Contractors will haul sludge to the Trail Ridge Landfill or an alternate disposal site as approved by Public Works staff and City Council. Contractors shall identify the alternate site location on FORM 1: BID TENDER FORM (page 2 of 4). All Indianhead disposal site references will be changed as follows:

SECTION C: TECHNICAL SPECIFICATIONS

A. Objective:

Haul the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234 or Alternate location as approved by Public Works staff and City Council. ~~Delete Indianhead Biomass LLC, 2020 Country Road 214, Saint Augustine, Florida 32084.~~

B. Scope of Services:

CONTRACTOR will be called by the City of Jacksonville Beach ("CITY") on an as-needed basis to haul "Type B" sludge (13% to 15% Dry Solids) from the Jacksonville Beach Pollution Control Plant, located at 910 South 10th Street, and deliver to the approved Jacksonville Landfill or Alternate location. ~~Delete Indianhead Biomass.~~

G. Intent:

2. Transport the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234) or Alternate location as approved by Public Works staff and City Council. ~~Delete Indianhead Biomass located at 2020 Country Road 214, Saint Augustine, Florida 32084.~~

This letter, in turn, will be given to the appropriate personnel at the approved Jacksonville Landfill or Alternate location with each delivery ~~Delete Indianhead Biomass.~~

4. Sludge Disposal Site: The CONTRACTOR shall dispose of the sludge at the approved Jacksonville Landfill, which is currently located at 5110, U.S. Highway 302, south of Baldwin, Florida, known as the Trail Ridge Landfill or Alternate location as approved by Public Works staff and City Council. ~~Delete Indianhead Biomass located at 2020 Country Road 214, Saint Augustine, Florida 32084.~~

Question 1:

How many loads total were hauled last year?

Answer 1:

123 loads

Question 2:

How many went to Trail Ridge vs IndianHead?

Answer 2:

None, Indian head is a new alternate location provided this year.

Question 3:

Who has the business now, at what Cost Per Ton?

Answer 3:

Merrell Bros., Inc.; \$497.43/per load. The average was 22.5 ton/load.

Question 4:

Is # tons per load verified by scale tickets?

Answer 4:

Yes.

Question 5:

Are there any tipping fees?

Answer 5:

Tipping fees for Indianhead Biomass will be billed directly to the City. The contractor will not be charged tipping (dumping) fees when hauling sludge for the City. Respondents are not to include this fee in their pricing.

Question 6:

How many references are requested?

Answer 6:

List a minimum of three (3) references demonstrating the company's experience in providing Sludge Hauling Services and/or similar services.

Question 7:

Question as it pertains to insurance. P18 - paragraph "Excess or Umbrella Liability Coverage" States:

Umbrella Liability Insurance is preferred, but an Excess Liability Equivalent may be allowed. ...”

If a company does not have a \$1 Million dollar Umbrella Policy, but has: \$3 Million General Liability, \$3M Pollution, \$3M Products, \$3M Personal and Adv Injury. Will that be allowed as stated in the bid document?

If a separate Umbrella policy is required, it will add significantly to the job price. Companies can offer a better price if not required to get an Umbrella policy just for this piece of work.

Answer 7:

Yes. The alternative limits/structure as proposed are accomplishing the same intention that the requirement is asking for in the bid specifications.

Question 8:

Please confirm, the hauling contractor needs to enter into an agreement with Indianhead Biomass directly. That is Indianhead Biomass will not accept loads from all contractors, only those that are approved by Indianhead.

Answer 8:

See additional information provided above.

Question 9:

Please confirm Indianhead Biomass is an option to some (or one contractor), but may not be available to all contractors, and only those with private agreements with Indianhead directly. Those contractors that aren't in agreement with Indianhead will go to the landfill, per the City's existing agreements with the Trail Ridge Landfill.

Answer 9:

See additional information provided above.

Question 10:

Please confirm the City will not pay a detention fee, or a waiting for, for any time spent waiting at the landfill for loads to be dumped, even if that time exceeds 2 hours?

Answer 10:

The City shall pay Contractor the unit price per ton identified in FORM 1: BID TENDER FORM (page 2 of 4). The Unit Price per Load or per Ton shall include the cost of providing equipment, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, labor, all taxes, and all incidentals necessary to provide for the collecting and hauling of “Type B” sludge (13% to 15% Dry Solids) with an average of 22.5 tons per year as described and required in these specification. No additional fee (s) or waiting time will be paid in conjunction with the Unit Price per Ton.

Question 11:

Please confirm that bidders should not bid with the assumption they will be able to take biosolids to Indianhead Biomass. Only those with preexisting agreements can frequent Indianhead. The bidders should not bid with the assumption that Indianhead will receive work from any company, but only those with private agreements to utilize their facility.

Answer 11:

See additional information provided above.

Question 12:

The City is allowing for those contractors with pre-existing agreements to go to Indianhead, to use that as another option instead of the landfill option the City has utilized for years, but the City is not suggesting that all contractors should assume they can utilize this outlet, and should bid with only the outlets available to them, correct?

Answer 12:

See additional information provided above.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

SUBMITTED BY: _____ TITLE: _____
Printed name of authorized submitter

SIGNATURE: _____

DATE: _____

FORM 1: BID TENDER FORM (page 2 of 4)

ITEM DESCRIPTION: **BASE BID ITEM** (Unit Price Contract for continuing services)

Unit Price Contract shall include the following items. Contractor shall be required to perform Sludge Hauling Services on a regular basis. Unit Price per Load or per Ton shall include the cost of providing equipment, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, labor, all taxes, and all incidentals necessary to provide for the collecting and hauling of "Type B" sludge (13% to 15% Dry Solids) with an average of 22.5 tons per year as described and required in these specifications.

The quantity below reflects an estimated amount to be hauled during a one (1) year period.

<u>Item</u>	<u>Estimated. Quantity</u> (Tons Per Year)	<u>Unit Price per Ton</u>	<u>Extended Price (Total Base Bid)</u>	<u>Location</u>
1	3250	\$ _____	\$ _____	Trail Ridge Landfill
2	3250	\$ _____	\$ _____	or Alternate Location
Alternate Location:		_____		

Estimated Quantities are for bidding purposes only

NOTE: The Proposer acknowledges and verifies that the Unit Price per Load that is tendered **DOES NOT** include costs for Landfill Tipping (Dumping) Fees, for which the CONTRACTOR WILL NOT be charged when hauling sludge for the CITY.

In accordance with the Invitation to Bid to Provide Sludge Hauling Services for 36 Continuous Months for the City of Jacksonville Beach, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the Proposal, thereof, the undersigned hereby submits the Total Base Bid as follows:

TOTAL BASE BID: \$ _____ (Numerals)
_____ (Written)

The above said figure is understood to be the basis for establishing the amount of Bid and for comparison of Bids only.

It is understood and accepted by the Proposer that this price is based on Estimated Quantities of service. If selected, it is understood that compensation shall be based on actual service orders. The City reserves the sole prerogative whether or not to order / contract for any and all Base Bid Item(s) listed in this proposal, to determine the Quantity to be ordered, and when the work is to be done, all in the best interests of the City.

The Proposer agrees that this Bid Proposal shall be good and may **not be withdrawn for a period of 90 days after the opening of the bids**. The Proposer understands that the CITY reserves the right to reject all proposals, and waive informalities in submitted proposals.

Pre-Bid Meeting Sign-In Sheet

Project: Sludge Hauling

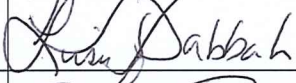
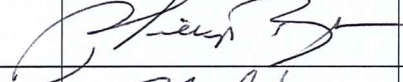
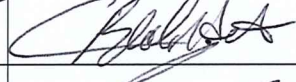
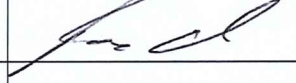
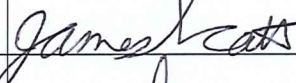
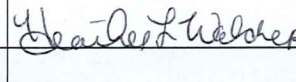
Meeting Date: March 3, 2021

Bid No: 2021-04

Time: 10:00 AM

Location: 910 South 10th Street

Room: Wastewater Treatment Plant

Name	Signature	Organization	Phone	E-Mail
Luis F. Flores		COJB - PPD	904-247-6226	lflores@jaxbchfl.net
Lisa Dabbah		COJB - PPD	904-247-6229	ldabbah@jaxbchfl.net
Phil Brown		COJB - PW	904-247-6294	pbrown@jaxbchfl.net
Blake Hacht		H&H LSD	800-653-0386	b.hacht@hhlsd.com
Robert Delgado		PCP/PW	904 234 2319	R. Delgado @ jaxbchfl.net
Jackson Roberson		PCP/PW	904 482 2388	jroberse@jaxbchfl.net
James Scott		Delta Pioneer	954-868-3253	JamesScott@Delta-Pioneer.com
Lorrie Rossiter		Revinu	863-270-5255	lrossiter@revinu.com
Hearner Waudrep		Revinu	863-258-5000	hwardrep@revinu.com
Phitt.				
tony Zajni		North Fl Waste	904 881-5848	tonyZajni@gmail.com

ADDENDUM No. 2

Bid No.: 2021-04
Title: Sludge Hauling

The purpose of Addendum No. 2 to Bid No. 2021-04 Sludge Hauling is to **extend the deadline to submit questions by two (2) weeks to March 26, 2021.**

The revised anticipated schedule for this Bid is as follows:

Deadline to Submit Questions	26-March-2021
Addendum (if necessary) Issued	31-March-2021
Submission Deadline	7-April-2021
Bids Opened	7-April-2021

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

SUBMITTED BY: _____ TITLE: _____
Printed name of authorized submitter

SIGNATURE: _____

DATE: _____

ADDENDUM No. 3

Bid No.: 2021-04
Title: Sludge Hauling

The purpose of Addendum No. 3 to Bid No. 2021-04 Sludge Hauling is to answer the questions submitted.

Question 1:

Can you please provide a copy of the current contract?

Answer 1:

See attachment.

Question 2:

How many trailers can be staged on site?

Answer 2:

2-3

Question 3:

Are there any seasonal fluctuations in the biosolids volumes produced by the plant?

Answer 3:

In the summer, we produce more product due to the bugs multiplying more. During the winter, volume is lower.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

SUBMITTED BY: _____ TITLE: _____
Printed name of authorized submitter

SIGNATURE: _____

DATE: _____

CONTRACT AGREEMENT

City of Jacksonville Beach
Public Works Department, Pollution Control Division

City Bid No: 1718-14
Sludge Hauling Continuous Services – 36 Months

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this **18th day of June, 2018** by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called the CITY, and **Merrill Brothers.**, hereinafter called CONTRACTOR:

WITNESSETH:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: Scope of Services

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

RFP No. 1718-14 SLUDGE HAULING CONTINUOUS SERVICES For THE CITY OF JACKSONVILLE BEACH, FLORIDA,

for a period of thirty-six months (36) continuous months from date of this Agreement.

All SERVICES shall be performed in accordance with the Specifications prepared by the City of Jacksonville Beach, and the proposed services will be awarded as one (1) Contract. Services shall be for all materials, equipment and services, including labor to perform Sludge Hauling, of which the requirements and scope of services as detailed in:

Attachment "A": RFP No. 1718-14 SLUDGE HAULING CONTINUOUS SERVICES

Article 2: CITY'S Responsibility

1. Access to Work Area: The CITY shall provide the CONTRACTOR access to all areas in which services are to be performed.

2. Dumping Area: Due to the Inter-Local Agreement between the City of Jacksonville Beach and the City of Jacksonville, there are **No Tipping Fees** required on the sludge hauling services performed under this Contract. The Unit Price provided under this Contract shall not reflect any dumping fees. A letter from the City of Jacksonville Beach will be provided to the individual driver with each load of sludge leaving the Pollution Control Plant. This letter, in turn, will be given to the appropriate personnel at the Trailridge Landfill with each delivery.

CONTRACT AGREEMENT

City of Jacksonville Beach
Public Works Department, Pollution Control Division

City Bid No: 1718-14
Sludge Hauling Continuous Services – 36 Months

3. **Sludge Hauling Trip Verification Forms:** The CITY will provide a Trip Ticket Form which will be used to verify each pickup of sludge material from the Pollution Control Plant. The amount of sludge being hauled on each pickup will be verified by both the Contractor's driver and Pollution Plant personnel and the calculated cubic yards will be noted on each Trip Ticket Form and signed by both parties for purposes

Article 3: Terms of Agreement

Effective Contract Term Start Date: This Agreement shall be effective from the date of award by the CITY, June 18, 2018, and will continue in effect for three (3) calendar years. Contract may be extended for additional terms, from one (1) year through three (3) years in length each, for a total contract length not to exceed six (6) years.

Article 4: Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

Article 5: Payment To Contractor

The CONTRACTOR agrees to provide services as described in the CONTRACT DOCUMENTS and comply with the terms therein.

- 5.1 *For Basic Services:* CITY shall pay CONTRACTOR for Contractual Services performed or furnished under the

RFP No. 1718-14 SLUDGE HAULING CONTINUOUS SERVICES (Attachment "A"), as set forth in the Contractor's Proposal Packet (Attachment "B") submitted by the Contractor in response to: RFP No. 1718-14 SLUDGE HAULING CONTINUOUS SERVICES and associated PROPOSAL TENDER FORM.

- 5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in

Attachment "A": RFP No. 1718-14 SLUDGE HAULING CONTINUOUS SERVICES

the CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by the CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.

CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

5.3 *Invoices.*

A. *Preparation of Invoices:* Invoices will be prepared in accordance with CONTRACTOR'S standard invoicing practices and will be submitted to the CITY by CONTRACTOR, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Invoices are to be issued by the 10th of the month for services rendered in the previous month.

B. *Payment of Invoices:* Invoices are due and payable within 30 days of receipt.

C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.

5.5 *Records of CONTRACTOR'S cost:* Records of CONTRACTOR'S cost pertinent to CONTRACTOR'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY'S request, copies of such records will be made available by the CONTRACTOR to the CITY, at no cost to the CITY.

Article 6: Standards of Performance

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY - mandated standards. This Agreement is based on these requirements as of its Effective Date and includes the attached:

Attachment "A": RFP No. 1718-14 SLUDGE HAULING CONTINUOUS SERVICES

Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR'S scope of work, times of performance, or compensation.

Article 7: Contractor as Independent Contractor

It is expressly agreed and understood that the CONTRACTOR is in all respects, an independent contractor as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the WORK to be done by the CONTRACTOR, but the method to be employed to accomplish the WORK shall be the responsibility of the CONTRACTOR.

Article 8: Subcontracting

CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
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TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through the CONTRACTOR, and subcontractors will be dealt with as workers and representatives of the CONTRACTOR.

Article 9: Authorized Project Representatives

Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the WORK on behalf of each respective party.

Article 10: Inspection of Work

The CONTRACTOR shall furnish the CITY or the CITY'S representative with every reasonable opportunity for determining whether or not the WORK is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect the CONTRACTOR'S operations, equipment, and performance, and the CONTRACTOR shall permit these persons to make such inspections.

Article 11: Right To Require Performance

The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 12: Extraordinary Occurrences

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or the CONTRACTOR. The CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 13: Insurance

- 13.1 *Hold Harmless*: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the CONTRACTOR, unless such claims are a result of the CITY'S sole negligence.
- 13.2 *Payment on Behalf of the CITY*: The CONTRACTOR agrees to pay on behalf of the CITY, the CITY'S legal defense, for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.
- 13.3 *Loss Control/Safety*: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.
- 13.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured*. The CONTRACTOR shall furnish the City with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on the CONTRACTOR's, and any sub-consultant's or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

- 13.5 *Insurance Requirements. Basic Coverage's Required*: During the term of this contract, the CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

A. Workers Compensation Coverage is required.

CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage's required by law for the benefit of employees.

B. General Liability Coverage is required for all Contractors and Subcontractors.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is required

Coverage C, medical payments is not required.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

C. Products and Completed Operations are required for Contractor and all Subcontractors.

Amounts:	\$1,000,000	aggregate
----------	-------------	-----------

D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

D. Professional Liability is not required.

E. Pollution Liability required of all Contractors and Subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability: \$1,000,000 each pollution event limit
\$1,000,000 aggregate policy limit

F. Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

F. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

G. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least fifteen (15) calendar days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR’s insurance policies, forms, and endorsements.

For Commercial General Liability coverage, the CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverage's shall name the CITY as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

Article 14: Termination

The obligation to provide further services under this Agreement may be terminated:

- 14.1 *For cause*. By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 14.2 *For convenience*. By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 15: Indemnification

- A: General Indemnity.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

- B: Copyright and Intellectual Property Rights.** At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 16: Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

Article 17: Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

Article 18: Severability

Any provision or part of the agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid

and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 19: Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 20: Headings

The headings used in this Agreement are for general reference only and do not have special significance.

Article 21: Contract Documents

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

21.1 Contract Agreement (pages 1 to 14, inclusive).

21.2 Attachment "A": RFP No. 1718-14 SLUDGE HAULING CONTINUOUS SERVICES in total.

21.3 Addendum number 1 inclusive to RFP No. 1718-14.

21.4 Attachment "B": Bid Proposal Packet submitted by Contractor in response to Attachment "A", RFP No. 1718-14 SLUDGE HAULING CONTINUOUS SERVICES, including, but not limited to:

- A. Contractor's PROPOSAL TENDER FORM
- B. Contractor's DRUG-FREE WORKPLACE COMPLIANCE FORM
- C. Contractor's NON-COLLUSION STATEMENT

21.5 Attachment "C": RFP No. 1718-14 Council Approved Memo

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 22: Governing Law

This agreement shall be governed by the laws of the State of Florida. Both parties agree that

the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this agreement. In the event of litigation arising out of this agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

Article 23: Materials and Services

The professional fees for the CONTRACTOR's services are set forth on the "Fee Schedule" as contained in the CONTRACTOR's submitted proposal and made part hereof.

Article 24: General Terms

The Contractor shall hold harmless and defend the City, its officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description and all costs, including attorney fees, arising under this Agreement, including claims for property damage and claims for injury to or death of persons arising out of or occurring as a result of any act or omission of the City, its officers, agents, or employees in the performance of its obligation to the City, other than claims arising from the intentional or negligent acts or omissions of the City, its officers, agents, or employees.

The Contractor without exception shall indemnify and hold harmless the City, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Agreement, including use by the City.

The City is a government agency, therefore, the City is exempt from any sales tax. The City, however, agrees to reimburse the Contractor for any other taxes, duties, or other fees that the Contractor may be required to pay when performing services or producing material on behalf of the City.

It is agreed that all materials and information furnished to the Contractor by the City or to the City by the Contractor shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

Article 25. Public Records Law Chapter 119 Florida Statutes

The Parties acknowledge that the CITY is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S
OFFICE:**

TELEPHONE NUMBER: 904-247-6250 EXT # 11

EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET

**MAILING ADDRESS: 11 NORTH THIRD STREET
JACKSONVILLE BEACH, FL 32250**

The CONTRACTOR must keep and maintain public records required by the CITY to perform the service. The CONTRACTOR acknowledges that upon request from the CITY, the CONTRACTOR must provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONTRACTOR must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if The CONTRACTOR does not transfer the records to the CITY. Upon completion of the contract, The CONTRACTOR shall transfer, at no cost to the CITY, all public records in their possession OR keep and maintain all public records required by the CITY to perform the service contemplated herein. If The CONTRACTOR transfers all public records to the CITY upon completion of the contract, The CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The CONTRACTOR keeps and maintains the public records upon completion of the contract, The CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY, in a format that is compatible with the CITY's information technology systems.

The CONTRACTOR acknowledges that a request to inspect or copy public records relating to a CITY's contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify The CONTRACTOR of the request, and The CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If The CONTRACTOR fails to provide the public records to the CITY within a reasonable time it may be subject to penalties under s. 119.10, Florida Statutes. The CONTRACTOR acknowledges its potential liability pursuant to Section 119.0701(4), Florida Statutes, if the CITY has to seek legal action to compel The CONTRACTOR to produce public records relating to a CITY's contract for services.

----- **NOTHING ELSE FOLLOWS ON THIS PAGE** -----

CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Document have been signed or identified by CITY and CONTRACTOR on their behalf.

This agreement was made and entered into as of the last signature date shown below and has Effective Date of June 18, 2018 (Article 3).

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: 
William C. Latham, Mayor

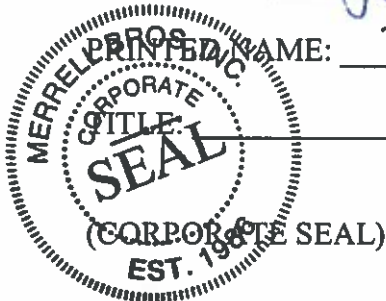
BY: 
George D. Forbes, City Manager

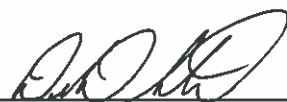
ATTEST: 
Laurie Scott, City Clerk

Date Signed: June 18, 2018

CONTRACTOR: MERRILL BROTHERS

BY: 
PRINTED NAME: TERRY MERRELL
C.F.O.



ATTEST: 

Date Signed: 06.18.2018

PRINTED NAME: DUSTIN SMITH

CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

AGENT FOR SERVICE OF PROCESS

CITY:

Address for Giving Notices:

City of Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative
(Article 9):

Name: _____

Title: _____

Phone Number: _____

CONTRACTOR:

Address for Giving Notices:

Merrell Bros., Inc.

8811 West 500 North

Kokomo, IN 46901

Designated Representative
(Article 9):

Name: Blake Merrell

Title: FL Division Manager

Phone Number: (765) 438.5299

EXHIBIT "A"

**CITY OF JACKSONVILLE BEACH
BID SPECIFICATIONS**

A. Objective:

The City of Jacksonville Beach (CITY) is seeking submittal of unit price bids and qualifications from trucking / hauling contractors interested in providing thirty-six (36) months of continuous services, providing everything necessary to:

- Collect sludge continuously at the CITY's Wastewater Treatment Plant (910 South 10th Street, Jacksonville Beach, Florida) and,
- Haul the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234)

The resulting unit price contract for continuous services for three (3) years may be extended for additional terms, from one (1) year through three (3) years in length each, for a total contract length not to exceed six (6) years. Extension terms are subject to mutual consent of the CITY and the CONTRACTOR.

B. Scope of Services:

These specifications are intended to include all materials, equipment, including a trailer and yard dog,, labor, supervision, machinery, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, and all incidentals necessary to provide for the hauling of sludge as described and required in these specifications. CONTRACTOR will be called by the City of Jacksonville Beach ("CITY") on an as-needed basis to haul "Type B" sludge (13% to 15% Dry Solids) from the Jacksonville Beach Pollution Control Plant, located at 910 South 10th Street, and deliver to the approved Jacksonville Landfill. The contractor will not be charged landfill tipping (dumping) fees when hauling sludge for the CITY.

C. Execution of the Services:

1. The CONTRACTOR shall be familiar with the operations to be carried out under this agreement. The CONTRACTOR shall fully understand the difficulties and restrictions attending the execution of the work under this agreement.
2. The failure or omission of the CONTRACTOR to receive or examine any instruction or document, or any part of these specifications or to be familiar with the work required shall in no way relieve the CONTRACTOR from any obligation with respect to this proposal, including that of furnishing all the material, equipment, and labor necessary to

perform the work in accordance with these specifications.

3. By submitting a proposal, the CONTRACTOR covenants and agrees that they have carefully examined the specifications and that from their professional experience, they are satisfied as to the nature of the Work, the general local conditions and all matters which may in any way affect the performance and that as a result, they fully understand the intent and purpose thereof and their obligations thereunder and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement because of any lack of information.

D. References / Qualifications of CONTRACTOR:

The CITY reserves the right to require any bidder to submit such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a bidder.

The bidder must submit a list of references demonstrating the company's experience in providing Sludge Hauling Services and/or similar services. References should include clients, and financial institutions. Minimum information for each reference should include:

- **Name of organization**
- **Explanation of hauling services provided by bidder to reference customer**
(who, what, where, when, how long)
- **Point of contact information**
(Name, phone number, email address, mailing address, etc.)
- **Or explanation of financial services provided by the referenced financial institution to the bidder**

Failure to provide any required information may result in the bid being rejected as non-responsive.

E. Performance:

The CONTRACTOR shall ensure that all items supplied and/or work performed complies with all Federal, State, and local laws, rules, and regulations. The CONTRACTOR must employ all possible means to prevent contamination or pollution of air, waterways, and soil.

F. Inspection:

The CITY reserves the right to conduct any inspection, including site inspections, it deems necessary to assure items and services conform to all requirements and specifications, and the CONTRACTOR shall consent to the CITY's right of entry for the purpose of making such inspection(s).

G. Intent:

The intent of the *Sludge Hauling Continuous Services Contract* is to obtain the services of a qualified CONTRACTOR to provide everything necessary to:

- Collect sludge continuously at the CITY's Wastewater Treatment Plant (910 South 10th Street, Jacksonville Beach, Florida) and,
- Transport the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234).

See photos near end of Exhibit "A"

The Contract will be awarded for a three (3) year period, with the option to extend the Contract for up to three (3) additional years, in one (1) to three (3) year increments(s) subject to mutual consent. The total length of the contract is not to exceed six (6) years.

1. Sludge Hauling Equipment: The CONTRACTOR shall be required to provide continuously a tractor (yard dog)/trailer (30 Cubic Yard Capacity) on site at all times, so that plant personnel can utilize the sludge processing equipment on a 24 hour basis. The plant personnel must be able to move the tractor (yard dog)/trailer equipment forward or backward during the loading operation while utilizing the belt press equipment. CONTRACTOR will be required to schedule his pickup/change out of trailer equipment so as not to delay the normal operation of the Pollution Control Plant. (See photos near end of Exhibit "A".) Note: Bids shall be based on a 30 cubic yard capacity trailer. After award if trailer size provided is different than bid price shall be adjusted accordingly.
2. Due to the Inter-Local Agreement between the CITY and the City of Jacksonville, there are No Tipping Fees required on the sludge hauling services performed under this Contract. The Unit Price per Load provided under this Contract shall not reflect any dumping fees. A letter from the CITY will be provided to the individual driver with each load of sludge leaving the Pollution Control Plant. This letter, in turn, will be given the appropriate personnel at the approved Jacksonville Landfill with each delivery.

If during the term of this contract, the arrangement between the CITY and Jacksonville changes so that a tipping fee is imposed on dumping services for the CITY at a Jacksonville approved landfill, then the CITY will reimburse the contractor as a pass through expense without markup.
3. The CITY will provide a Trip Ticket Form which will be used to verify each pickup of sludge material from the Pollution Control Plant.
4. Sludge Disposal Site: The CONTRACTOR shall dispose of the sludge at the approved Jacksonville Landfill, which is currently located at 5110, U.S. Highway 302, south of Baldwin, Florida, known as the Trail Ridge Landfill. (See photos near end of Exhibit "A".)

5. A copy of each landfill weight ticket, showing the tonnage disposed at the landfill, will be provided to the Pollution Control Plant Division. The monthly billing for services performed will be based on actual loads of sludge hauled to the approved Jacksonville Landfill.

I. Supervision:

1. The CONTRACTOR is responsible for all personnel and supervision required to perform work in accordance with these specifications.
2. The CONTRACTOR and its employees must comply with all CITY regulations.
3. The CONTRACTOR understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the CONTRACTOR and the CITY's Pollution Control Plant Supervisor, 247-6294. CITY approved representatives of the CONTRACTOR shall be available to meet with the CITY's Pollution Control Plant Supervisor as required to accomplish the CITY's objectives.

J. Quality of Service:

1. The direction and supervision of sludge hauling services shall be by competent and qualified personnel, and the CONTRACTOR shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the CITY.
2. In the event the quality of work performed is not acceptable to the CITY or the work is not performed in accordance with these specifications, the CITY's Designated Representative will reduce the payment using the full price as submitted in this bid.

K. Safety Standards:

1. The CONTRACTOR shall be responsible for instructing their employees in all safety measures. The CONTRACTOR shall not permit the placing or use of materials and equipment in locations in such a manner as to create safety hazard(s).
2. The CONTRACTOR is responsible for furnishing and maintaining all equipment in safe operating conditions to perform duties in accordance with these specifications.
3. The CONTRACTOR is responsible for complying with all regulations set forth by OSHA, the State of Florida, and the City of Jacksonville where applicable, and the CITY.

L. Contractor's Employees and City Approval Required Prior to any Sub-Contracting:

The CITY reserves the right to accept or reject any employee of the CONTRACTOR.

The CONTRACTOR shall not sub-contract any of this work without prior approval from the CITY.

M. Supplies & Equipment:

The CONTRACTOR shall provide all supplies and all equipment at the CONTRACTOR's expense to perform tasks in accordance with these specifications.

N. Damage:

1. The CONTRACTOR will be held responsible for any loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and their employees.
2. In the event damage occurs, the CONTRACTOR must report the damage to the Pollution Control Plant Supervisor immediately following the incident and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of damage, when the damage occurred and what action has been taken to correct the situation.

O. CITY Equipment & Facilities:

The CONTRACTOR and their employees are not allowed to use any CITY equipment and/or facilities to perform this contract.

P. Terms and Conditions:

1. This Agreement shall be effective from the date of award or issuance of Notice to Proceed with CITY Purchase Order, whichever is later, and will continue in effect through thirty-six (36) months.
2. With the consent of the CITY and CONTRACTOR in writing, this Agreement may be extended for additional terms, from one (1) year through three (3) years in length each, for a total contract length not to exceed six (6) years.

The extension(s) shall be agreed in writing, prior to the end of the current term. The current term may be extended monthly by agreement until the written agreement for the term extension is completed.

3. Fuel Surcharge per Load Adjustment Provision:

Applicability: The Fuel Surcharge per Load Adjustment Provision is applicable during the initial contract term and/or during each extended additional term.

Adjustment Review Requested by CONTRACTOR. After the first six months of the

Contract Term or Extension thereof, and no closer than intervening 6 month periods thereafter, the CONTRACTOR, at the CONTRACTOR's option, may request an adjustment review based on the increased cost of fuel, known as the Fuel Surcharge per Load, that is over and above the fuel price at the time of the Contract Term Start or Extension thereof (Contract Extension Term Start). The resulting Fuel Surcharge per Load is to be mutually agreed and implemented by amendment signed by both parties.

Adjustment Review Initiated by CITY only. The CITY reserves the sole discretion to unilaterally initiate review of fuel prices, to refigure and reset the Fuel Surcharge per Load, after a six (6) month period elapses from the date of the current Amendment. The CITY will inform the CONTRACTOR in writing by a new Fuel Surcharge per Load Amendment signed only by the CITY. The CITY may initiate this provision whether fuel prices increase or decrease over the intervening period.

Effective Date of New Fuel Surcharge per Load. Each Fuel Surcharge per Load is effective starting the first full month after the Amendment is fully executed by both parties. It remains in effect until readjusted after another period of not less than six (6) months from the current fuel surcharge amendment. At that time, CONTRACTOR may submit request for consideration of a new Fuel Surcharge per Load adjustment review. This may be done at intervening periods of not less than six (6) months, except for the six (6) month period after the Effective Date of a new Contract Extension Term Start.

Diesel Fuel Price Index. This Fuel Surcharge per Load Provision would allow for a nominal increase or decrease in the price per load based on a calculation that factors in the average cost of diesel fuel for this region as posted in the *U.S. Energy Information Administration US On-Highway Diesel Fuel Prices – Lower Atlantic*. The Fuel Surcharge per Load will be solely based on the increased / decreased cost of fuel only.

Fuel Surcharge per Load Calculation Formula: The round trip mileage from the Pollution Control Plant to the approved Jacksonville Landfill and back to the Pollution Control Plant is approximately 90 miles. Based on an average four (4) MPG, it would take twenty-two and one-half (22.5) gallons of diesel fuel per round trip. An example follows:

- * Base Fuel Price at Contract 1st Term Effective Start \$3.23 per gallon
Date:
(from the listed Diesel Fuel Price Index)
- * Fuel Price after 1st 6-month duration from Term Start: \$3.23 per gallon
(from the listed Diesel Fuel Price Index)
- * Change in Fuel Price (+ or -) since Contract 1st Term Start: \$0.10 per gallon

* Increase in Fuel Cost per round trip (22.5 gallons X \$0.10): *(This is the Fuel Surcharge per Load)* \$2.25 per load

* The Fuel Surcharge per Load of \$2.25 would be added to invoices for the next six (6) month period, subject to written agreement signed by both parties.

The Unit Price per Load and the Fuel Surcharge per Load shall be shown as separate line items on all invoices (also include CITY Purchase Order number).

4. Unit Price per Load Adjustment Provision based on CPI Change:

Applicability: The Unit Price per Load Adjustment Provision may be applied only once during the contract. It is only to be applied as a provision of the agreement for one of the extended additional terms.

Subject to the term of this Agreement being extended beyond the Initial Contract Term, the CONTRACTOR may request the CITY to adjust the Unit Price per Load based on changes in the cost of doing business, over the current term of the Contract. Adjustments to the Unit Price per Load are to be mutually agreed in writing by the CITY and the CONTRACTOR.

Basis for adjustment. The basis for adjustment of the Unit Price per Load shall be - the not seasonally adjusted *Consumer Price Index (CPI) - All Urban Consumers*, Area: *U.S. city average*, Item: *All items less food and energy* - published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor publication if discontinued. Subject to negotiations, the Unit Price per Load may be increased / decreased in a percentage not to exceed 100% of the average annual CPI change (with a goal of no more than 75%) during the current term.

Average Annual CPI Change. The computations for the adjustment shall be based on the *average annual CPI change* for the intervening (full 12-month) periods since the Initial Contract Term Start Date. The adjustment(s) shall be negotiated and agreed in writing by both parties. Adjustment(s) shall be effective on the first full month after the written agreement on the Unit Price Adjustment or the New Term Start Date, whichever is later.

In the event that the CITY and CONTRACTOR are unable to reach agreement on an adjustment to the Unit Price per Load prior to the Expiration Date of the Current Term, as may be extended month to month under the existing pricing by mutual agreement while negotiations are still ongoing, either party shall have the right to terminate this agreement upon forwarding a certified letter to the other party.

S. Contractor Liability:

The CONTRACTOR shall be responsible and liable for any and all equipment that is in

the possession of the CONTRACTOR. The CONTRACTOR shall be responsible and liable for any and all losses or damages to CITY or any other agency's equipment regardless of the cause, when such CITY or other agency equipment is in the possession of the CONTRACTOR or its agents.

T. Payment and Performance Bonds: Not required.

U. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage shall not shift responsibility for any damages from the CONTRACTOR to the CITY

V. CITY Representatives:

- | | |
|--|---|
| 1. Designated Representative: | Public Works Director |
| 2. Contract Service Manager: | Plant Supervisor,
Pollution Control Plant Division,
Public Works Department |
| 3. Contract Service Manager Assistant: | Plant Operations/Training Specialist,
Pollution Control Plant Division,
Public Works Department |

CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

Sludge Collection Site
at Belt Press, Wastewater Treatment Plant
910 South 10th Street, Jacksonville Beach, FL 32250



CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

Current Sludge Disposal Site
to Trail Ridge Landfill,
5110 U.S. Highway 302, Jacksonville, FL 32234

**Current Sludge
Disposal Site**



CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

Estimated Distance

From: Sludge Collection Site
To: Sludge Disposal Site

One way is approximately 45 miles.
Round trip is approximately 90 miles.

mapquest m^a

Trip to:

Trail Ridge Landfill Inc
5110 US Highway 301 S
Jacksonville, FL 32234
(904) 289-9100
44.97 miles / 52 minutes

Notes

From:
Wastewater Treatment Plant,
910 South 10th Street
Jacksonville Beach, FL 32250



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CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

EXHIBIT "B"

**CITY OF JACKSONVILLE BEACH
BID SPECIFICATIONS**

FORM 1: BID TENDER FORM (Page 1 of 4)

BID NUMBER:

BID DATE: MARCH 26, 2018

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: MERRELL BROS., INC.

8811 WEST 500 NORTH

KOKOMO, IN 46901

Submitter is solely responsible for developing / determining / verifying for this contract work all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide satisfactory fully completed contract work under the provisions of the ITB to the City's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Unit Price Bid** for each **Item**.

Bidder must provide a price on each item listed. All entries in the entire proposal must be made clearly in ink. Unit Prices bid must be written in figures. Bidder must insert Extended Prices obtained by multiplying the Estimated Quantities times the Unit Prices. In case of errors, **Unit Prices** will govern. The corrected **Extended Prices** and corrected **Grand Total Price for all Bid Items Combined** will be used to determine the lowest, qualified bidder. Bid Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

FORM 1: BID TENDER FORM (Page 2 of 4)

NOTE: Estimated Quantities are for bidding purposes only.

ITEM DESCRIPTION: BASE BID ITEM (Unit Price Contract for continuing services)

Unit Price Contract shall include the following items. Contractor shall be required to perform Sludge Hauling Services on a regular basis. Unit Price per Load shall include the cost of providing equipment, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, labor, all taxes, and all incidentals necessary to provide for the collecting and hauling of "Type B" sludge (13% to 15% Dry Solids) as described and required in these specifications.

The quantity below reflects an estimated amount to be hauled during a one (1) year period.

<u>Unit</u>	<u>Est. Quantity (Loads Per Year) Based on 30cu.yd. Trailer</u>	<u>Unit Price per Load</u>	<u>Extended Price (Total Base Bid)</u>
LOAD	160	\$ 497.43	\$ 79,588.80

NOTE: The Proposer acknowledges and verifies that the Unit Price per Load that is tendered **DOES NOT** include costs for Landfill Tipping (Dumping) Fees, for which the **CONTRACTOR WILL NOT** be charged when hauling sludge for the CITY.

In accordance with the Invitation to Bid to Provide Sludge Hauling Services for 36 Continuous Months for the City of Jacksonville Beach, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the Proposal, thereof, the undersigned hereby submits the Total Base Bid as follows:

TOTAL BASE BID: \$ 79,588.80 (Numerals)
seventy-nine thousand five hundred eighty-eight dollars and eighty cents (Written)

The above said figure is understood to be the basis for establishing the amount of Bid and for comparison of Bids only.

It is understood and accepted by the Proposer that this price is based on Estimated Quantities of service. If selected, it is understood that compensation shall be based on actual service orders. The City reserves the sole prerogative whether or not to order / contract for any and all Base Bid Item(s) listed in this proposal, to determine the Quantity to be ordered, and when the work is to be done, all in the best interests of the City.

The Proposer agrees that this Bid Proposal shall be good and may not be withdrawn for a period of 90 days after the opening of the bids. The Proposer understands that the CITY reserves the right to reject all proposals, and waive informalities in submitted proposals.

FORM 1: BID TENDER FORM (Page 3 of 4)

The Bidder understands that the CITY reserves the right to: 1) reject all bids and waive informalities in the bids, and 2) award the total base bid to the lowest, qualified bidder, or award each bid item to its lowest, qualified bidder, or award any combination in between, is in the best interests of the CITY.

ADDENDA RECEIPT VERIFICATION

Bidder shall acknowledge receipt of all addenda, if any, to the Invitation to Bid/Request for Proposal, by filling in Addenda Numbers and dates below.

Addendum #: <u>1</u>	Dated: <u>03.21.2018</u>	Addendum #: <u> </u>	Dated: <u> </u>
Addendum #: <u> </u>	Dated: <u> </u>	Addendum #: <u> </u>	Dated: <u> </u>

BID/PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Bid Submittal Package in response to this Invitation-to-Bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
<u>AM</u>	1	BID TENDER FORM (completed Pages 12 thru 15)
<u>AM</u>	2	BID AWARD NOTICE FORM – Mandatory Cover Sheet (completed Page 16)
<u>AM</u>	3	REQUIRED DISCLOSURE FORM (completed Page 17)
<u>AM</u>	4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 18)
<u>AM</u>	5	NONCOLLUSION AFFIDAVIT (completed Page 19)
<u>AM</u>		ATTENDED PRE-BID ON-SITE MEETING. Although <u>not mandatory</u> for bidding on this ITB, all interested bidders are highly encouraged to attend to gain as much information as possible.
<u>AM</u>		BIDDER REFERENCES LIST / QUALIFICATIONS (See page 21, Exhibit "A" Para. D, titled "References / Qualifications of CONTRACTOR")
<u>AM</u>		OCCUPATIONAL LICENSE (attach copy of license)

NOTE: Please INITIAL Check-Off of each document / activity / requirement that is attached to the Bid Tender Form and/or is required by the ITB and/or Addenda.

By: Terry Merrell
Signature of Authorized Submitter

CHIEF FINANCIAL OFFICER
Title (typed or neatly printed)

SUBMITTED BY: TERRY MERRELL
Typed/Printed Name of Authorized Submitter

DATE: 03.26.2018

FORM 1: BID TENDER FORM (Page 4 of 4)

COMPANY NAME: MERRELL BROS., INC.

ADDRESS: 8811 WEST 500 NORTH

CITY, STATE & ZIP CODE: KOKOMO, IN 46901

TELEPHONE NUMBER: (574) 699.7782

LICENSE NUMBER: CBC1260417

(If Corporation, President, Secretary and Treasurer identification)

PRESIDENT: NIETA MERRELL

SECRETARY: JEAN MERRELL

TREASURER: TERRY MERRELL

SEAL: (if Bid/Proposal is by a Corporation.)



FORM 2

BID AWARD NOTICE FORM

City of Jacksonville Beach

1460A Shelter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

Mandatory Cover Sheet

NOTICE: Items 1 to 5 are to be completed by the Bidder. The Bidder to submit the form to the CITY along with the Bid Proposal Form and other required documents.

1. Company Name: MERRELL BROS., INC.

2. Address Name: 8811 WEST 500 NORTH

3. City, State and Zip: KOKOMO, IN 46901

4. Attention: BLAKE MERRELL

5. Phone: (765) 438.5299 Fax: (574) 699.7478

6. E-mail address: blake@merrellbros.com

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Council for award of Bid No. 1718-14 per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the bidder or proposer of the Bid Award Notice from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded Bid or combination of Bid Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your bid.

Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3

REQUIRED DISCLOSURE FORM

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

N/A

Signed: Henry Merrell

Title: CHIEF FINANCIAL OFFICER

Contractor: MERRELL BROS., INC.

FORM 4

DRUG-FREE WORKPLACE COMPLIANCE FORM

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

(Word/Drug Free)

FORM 5
NONCOLLUSION AFFIDAVIT

TERRY MERRELL, being first duly sworn deposes and says that:

1. He (it) is the CHIEF FINANCIAL OFFICER, of MERRELL BROS., INC., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: Terry Merrell

Sworn and subscribed to before me this 26TH day of MARCH,

20 18, in the State of INDIANA, County of HOWARD

Lori Jackson Notary Public

My Commission Expires: 11.22.2018



ADDENDUM No. 1

Bid No.: 1718-14
Title: Sludge Hauling Continuous Services - 36 Months

The purpose of Addendum No. 1 to Bid No. 1718-14 Sludge Hauling Continuous Services - 36 Months is to answer the following questions and add item D. Extension of Contract to Section 1.2 TERMS AND CONDITIONS. Revised pages 3 and 4 attached.

Question 1:

What is the current contract price per load for the above mentioned services, including any fuel and CPI changes? (current billed rate per load)

Answer 1:

\$589.33 per load

Question 2:

What was the price when the current contractor's contract started, before any adjustments during the contract term due to fuel or CPI surcharges?

Answer 2:

\$589.33 per load

Question 3:

Can hauling ledgers for the previous 12 months, 24 month, or 36 months be made available?

Answer 3:

Yes – available upon request

Question 4:

When did the current Contractor's contract begin, has it been a 1, 3 or 6 year service term?

Answer 4:

June 18, 2012 – Initial three (3) year agreement with a three (3) year renewal; Six (6) year total term.

Question 5:

Since the bio-solids are going to the landfill and the landfill issues weight tickets, would it not be a more accurate measurement for billing to bill by the ton instead of the truck load?

Truck loads can vary in weight significantly and the City would have a more accurate record of what they are being billed for.

City of Jacksonville Beach – Public Works Department
Pollution Control Division
Date: 03/21/2018

Invitation to Bid #: 1718-14
Sludge Hauling Continuous Services - 36 Months

Answer 5:

No, a review of historical data revealed the tonnage is generally the same each month.

Section 1.2 TERMS AND CONDITIONS

Add paragraph "D. Extension of Contract. If the CITY should advertise for bids, the contract resulting from this BID shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards."

And renumber the succeeding paragraphs as follows: E. Contract Termination, F. Award, G. Inspection, H. Payments

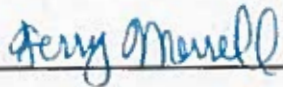
COMPANY NAME: MERRELL BROS., INC.

ADDRESS: 8811 WEST 500 NORTH

CITY, STATE & ZIP: KOKOMO, IN 46901

SUBMITTED BY: TERRY MERRELL
Printed name of authorized submitter

TITLE: C.F.O.

SIGNATURE: 

DATE: 03.26.2018

State of Florida

Department of State

I certify from the records of this office that MERRELL BROS., INC. is an Indiana corporation authorized to transact business in the State of Florida, qualified on September 22, 2008.

The document number of this corporation is F08000004107.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 7, 2017, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of March, 2018*



Ken Deitzner
Secretary of State

Tracking Number: CU5543469046

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

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

CONTRACT AGREEMENT for City RFP 1718-14
City of Jacksonville Beach, Public Works Department
Effective Date: 06/18/2018

TITLE: Sludge Hauling
Removal of Bio solids
Term: 36 months

End Date: 06/18/2021

EXHIBIT "C"

**CITY OF JACKSONVILLE BEACH
BID SPECIFICATIONS**



A Biosolids Management Corporation



PROPOSAL FOR:
CITY OF JACKSONVILLE BEACH, FL
BID NUMBER 2021-04
SLUDGE HAULING - CONTINUOUS
SERVICES FOR 36 MONTHS
WEDNESDAY, APRIL 7, 2021
2:00 P.M.



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CERTIFICATE OF INSURANCE TAB 12

April 2, 2021

City of Jacksonville Beach
Property and Procurement Division
1460A Shetter Ave.
Jacksonville Beach, FL 32250

RE: *Bid No. 2021-04, Sludge Hauling-Continuous Services for 36 Months*

We at Merrell Bros., Inc. are pleased to have the opportunity to submit our Proposal for the City of Jacksonville Beach Sludge Hauling – Continuous Services for 36 Months project. With over 38 years of experience in the Biosolids Management industry, Merrell Bros., Inc. has earned its reputation as one of the largest National Biosolids Management Companies in the United States. Our business is based on honesty, integrity and professionalism. We have built our reputation around these values and we have never failed to complete a project ahead of schedule in our 38-year history, making us a sound choice to adequately meet your specific challenges.

Our attached qualifications include information detailing how we have helped other Municipalities in the state of Florida, and across the country, solve their biosolids management issues. We are very familiar with the scope of services required and fully understand the difficulties and restrictions attending the execution of the work. We encourage you to contact our references to hear firsthand how we have successfully completed these services for other Cities, and why our Company is regarded as one of the most dependable and respected in the industry.

Should you have any questions concerning our Proposal, please do not hesitate to give me a call, (765) 438.3152.

Sincerely,
Merrell Bros., Inc.



Dustin Smith
Chief Business Development Officer



MERRELL BROS.®

A Biosolids Management Corporation



- BIOSOLIDS LAND APPLICATION
- DIGESTER CLEANING
- LAGOON & POND SURVEYING
- CONSULTING
- BIOSOLIDS DEWATERING
- LAND PERMITTING

- STATE & FEDERAL EPA REPORTING
- OFF-SITE BIOSOLIDS DISPOSAL/STORAGE
- LAGOON CLEANING & CLOSURE SERVICES
- HYDRAULIC & MECHANICAL DREDGING SERVICES
- LAGOON & POND BANK REHABILITATION
- CLASS A & B BIOSOLIDS PROCESSING & DISPOSAL FACILITIES



A Biosolids Management Corporation

MERRELL BROS., INC. is one of the largest National Biosolids Management Companies in the United States, helping municipalities, industries, and agricultural operations successfully manage biosolids and residuals since 1982. We are dedicated to environmentally sound, agriculturally oriented, State and Federally approved methods of Biosolids Management. We make every effort to build a reputation based on honesty, integrity, and professionalism.



LIQUID & DEWATERED BIOSOLIDS TRANSPORTATION

Our fleet of semi tractors, transport tankers, conveyor-bottom trailers, roll-off trucks, dump trucks and end-dump trailers are utilized to safely transport biosolids to various disposal and land application sites. All of our equipment is licensed, owned and operated by Merrell Bros., Inc. Every truck in our fleet is equipped with GPS technology that allows our management team to monitor their speed and location at all times.



OFF-SITE BIOSOLIDS DISPOSAL/STORAGE

Merrell Bros., Inc. Regional Biosolids Centers are designed to provide our customers with off-site biosolids storage and disposal options. We maintain over 5.5 million gallons and 5,000 cubic yards of capacity for the removal and legal disposal of both liquid and dewatered biosolids. Each facility is State and Federally approved and strategically located for efficient biosolids land application.



BIOSOLIDS DEWATERING

Merrell Bros., Inc. can provide a solution for your biosolids dewatering needs. We own and operate one of the largest fleets of mobile dewatering equipment in the country. If the project requires a mobile belt-press or mobile centrifuge for on-site dewatering, Merrell Bros., Inc. can provide the equipment, management, staff, and experience required to complete the project safely and efficiently.



LAGOON CLEANING & CLOSURE SERVICES

Our team has cleaned hundreds of lagoons in nearly every state, including Alaska. Our fleet of excavation equipment and pumps ensure we can efficiently clean and close any municipal or agricultural lagoon. Our dredges can remove solids without disrupting the flow of the plant or removing the water on top of the solids. We can complete lagoon cleanouts for "clean closure" enabling the pond or lagoon to be used for other purposes.



SUPERIOR EQUIPMENT

Our extensive equipment inventory eliminates the need for sub-contracting, which allows us to deliver superior service on every project.

RELIABILITY YOU CAN TRUST

Merrell Bros., Inc. has never failed to complete a project awarded to them in over 30 years of industry-leading beneficial reuse and biosolid management.



HYDRAULIC & MECHANICAL DREDGING SERVICES

Our fleet of hydraulic dredges can remove solids from the bottom of a lake, pond, or lagoon without the need to remove the surface water. The cutter head on our hydraulic dredges can reach over 20' deep and the pumps are capable of pumping solids, sand, silt, and more. For dense and abrasive material, we deploy our long reach excavators and barges to mechanically dredge material.



BIOSOLIDS LAND APPLICATION

Merrell Bros., Inc. has a fleet of well-maintained Terra-Gators & Dragline Systems used for land application of biosolids. Our team is capable of handling any amount of application services in any state across the United States. We guarantee compliance with all State and Federal regulations.



DIGESTER CLEANING

Merrell Bros., Inc. has over 30 years of experience in the cleaning of anaerobic digesters, aerobic digesters, aeration basins, oxidation ditches and sludge storage tanks. Our team is OSHA trained and certified for confined space entry. We own, operate and maintain a large fleet of pumps and macerators as well as atmosphere monitoring equipment and ventilation systems to ensure we maintain a safe working environment for our team.



CLASS A & B BIOSOLIDS PROCESSING & DISPOSAL FACILITIES

Merrell Bros., Inc. owns and operates state-of-the-art facilities which receive liquid and dewatered biosolids, septage, grease-trap waste, greywater, leachate, food processing waste and other non-hazardous wastes. Each facility is easily accessible, operates with extended hours, is engineered for efficient unloading, and offers 24-hour emergency response. We offer a cost-effective and environmentally-safe solution for your disposal needs.

FORM 1: BID TENDER FORM (page 1 of 4)

BID: 2021-04 Sludge Hauling - Continuous Services for 36 Months

BID DATE: APRIL 2, 2021

TO: THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: MERRELL BROS., INC.

8811 WEST 500 NORTH

KOKOMO, IN 46901

Submitter is solely responsible for developing / determining / verifying for this contract work all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide satisfactory fully completed contract work under the provisions of the ITB to the City's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Unit Price Bid** for each **Item**.

Bidder must provide a price on each item listed. All entries in the entire proposal must be made clearly in ink. Unit Prices bid must be written in figures. Bidder must insert Extended Prices obtained by multiplying the Estimated Quantities times the Unit Prices. In case of errors, **Unit Prices** will govern. The corrected **Extended Prices** and corrected **Grand Total Price for all Bid Items Combined** will be used to determine the lowest, qualified bidder. Bid Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

FORM 1: BID TENDER FORM (page 2 of 4)

ITEM DESCRIPTION: BASE BID ITEM (Unit Price Contract for continuing services)

Unit Price Contract shall include the following items. Contractor shall be required to perform Sludge Hauling Services on a regular basis. Unit Price per Load or per Ton shall include the cost of providing equipment, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, labor, all taxes, and all incidentals necessary to provide for the collecting and hauling of "Type B" sludge (13% to 15% Dry Solids) with an average of 22.5 tons per year as described and required in these specifications.

The quantity below reflects an estimated amount to be hauled during a one (1) year period.

<u>Item</u>	<u>Estimated Quantity</u> (Tons Per Year)	<u>Unit Price per Ton</u>	<u>Extended Price</u> (Total Base Bid)	<u>Location</u>
1	3250	\$ No Bid	\$ No Bid	Trail Ridge Landfill
2	3250	\$ 16.88	\$ 54,860.00	or Alternate Location
Alternate Location:		Indianhead Biomass		

Estimated Quantities are for bidding purposes only

NOTE: The Proposer acknowledges and verifies that the Unit Price per Load that is tendered **DOES NOT** include costs for Landfill Tipping (Dumping) Fees, for which the CONTRACTOR WILL NOT be charged when hauling sludge for the CITY.

In accordance with the Invitation to Bid to Provide Sludge Hauling Services for 36 Continuous Months for the City of Jacksonville Beach, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the Proposal, thereof, the undersigned hereby submits the Total Base Bid as follows:

TOTAL BASE BID: \$ 54,860.00 (Numerals)

FIFTY FOUR THOUSAND EIGHT HUNDRED SIXTY DOLLARS (Written)
& ZERO CENTS

The above said figure is understood to be the basis for establishing the amount of Bid and for comparison of Bids only.

It is understood and accepted by the Proposer that this price is based on Estimated Quantities of service. If selected, it is understood that compensation shall be based on actual service orders. The City reserves the sole prerogative whether or not to order / contract for any and all Base Bid Item(s) listed in this proposal, to determine the Quantity to be ordered, and when the work is to be done, all in the best interests of the City.

The Proposer agrees that this Bid Proposal shall be good and may **not be withdrawn for a period of 90 days after the opening of the bids**. The Proposer understands that the CITY reserves the right to reject all proposals, and waive informalities in submitted proposals.

FORM 1: BID TENDER FORM (page 3 of 4)

The Bidder understands that the CITY reserves the right to: 1) reject all bids and waive informalities in the bids, and 2) award the total base bid to the lowest, qualified bidder, or award each bid item to its lowest, qualified bidder, or award any combination in between, is in the best interests of the CITY.

ADDENDA RECEIPT VERIFICATION

Bidder shall acknowledge receipt of all addenda, if any, to the Invitation to Bid/Request for Proposal, by filling in Addenda Numbers and dates below.

Addendum #: <u>1</u>	Dated: <u>03.09.2021</u>	Addendum #: <u>3</u>	Dated: <u>03.29.2021</u>
Addendum #: <u>2</u>	Dated: <u>03.12.2021</u>	Addendum #: <u> </u>	Dated: <u> </u>

BID/PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Bid Submittal Package in response to this Invitation-to-Bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
[DS]	1	BID TENDER FORM (completed Pages 38 thru 41)
[DS]	2	BID AWARD NOTICE FORM – Mandatory Cover Sheet (completed Page 42)
[DS]	3	REQUIRED DISCLOSURE FORM (completed Page 43)
[DS]	4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 44)
[DS]	5	NON-COLLUSION AFFIDAVIT (completed Page 45)
[DS]	6	NON-BANKRUPTCY AFFIDAVIT (completed Page 46)
[N/A]	N/A	ATTENDED PRE-BID ON-SITE MEETING. Although <u>not mandatory</u> for bidding on this ITB, all interested bidders are highly encouraged to attend to gain as much information as possible.
[DS]		BIDDER REFERENCES LIST / QUALIFICATIONS (See page 27, Section C Paragraph D, titled "References / Qualifications of CONTRACTOR")
[DS]		W9 (Attach completed and signed form, which can be obtained from www.irs.gov)
[DS]		LOCAL BUSINESS TAX RECEIPT (attach copy)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Bid Tender Form and/or is required by the ITB and/or Addenda.

By: [Signature]
Signature of Authorized Submitter

CHIEF BUSINESS DEVELOPMENT OFFICER
Title (typed or neatly printed)

SUBMITTED BY: DUSTIN SMITH
Typed/Printed Name of Authorized Submitter

DATE: 04.02.2021

FORM 1: BID TENDER FORM (Page 4 of 4)

COMPANY NAME: MERRELL BROS., INC.

ADDRESS: 8811 WEST 500 NORTH

CITY, STATE & ZIP CODE: KOKOMO, IN 46901

TELEPHONE NUMBER: (574) 699.7782

LICENSE NUMBER: CBC1260959

(If Corporation, President, Secretary and Treasurer identification)

PRESIDENT: NIETA MERRELL

SECRETARY: JEAN MERRELL

TREASURER: TERRY MERRELL

SEAL: (If Bid Proposal is by a Corporation.)



ADDENDUM No. 1

Bid No.: 2021-04
Title: Sludge Hauling

The purpose of Addendum No. 1 to Bid No. 2021-04 Sludge Hauling is to extend the **bid date by two (2) weeks to April 7, 2021**, provide additional information and answer the questions submitted.

Contractors will haul sludge to the Trail Ridge Landfill or an alternate disposal site as approved by Public Works staff and City Council. Contractors shall identify the alternate site location on FORM 1: BID TENDER FORM (page 2 of 4). All Indianhead disposal site references will be changed as follows:

SECTION C: TECHNICAL SPECIFICATIONS

A. Objective:

Haul the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234 or Alternate location as approved by Public Works staff and City Council. ~~Delete Indianhead Biomass LLC, 2020 Country Road 214, Saint Augustine, Florida 32084.~~

B. Scope of Services:

CONTRACTOR will be called by the City of Jacksonville Beach ("CITY") on an as-needed basis to haul "Type B" sludge (13% to 15% Dry Solids) from the Jacksonville Beach Pollution Control Plant, located at 910 South 10th Street, and deliver to the approved Jacksonville Landfill or Alternate location. ~~Delete Indianhead Biomass.~~

G. Intent:

2. Transport the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234) or Alternate location as approved by Public Works staff and City Council. ~~Delete Indianhead Biomass located at 2020 Country Road 214, Saint Augustine, Florida 32084.~~

This letter, in turn, will be given to the appropriate personnel at the approved Jacksonville Landfill or Alternate location with each delivery ~~Delete Indianhead Biomass.~~

4. Sludge Disposal Site: The CONTRACTOR shall dispose of the sludge at the approved Jacksonville Landfill, which is currently located at 5110, U.S. Highway 302, south of Baldwin, Florida, known as the Trail Ridge Landfill or Alternate location as approved by Public Works staff and City Council. ~~Delete Indianhead Biomass located at 2020 Country Road 214, Saint Augustine, Florida 32084.~~

Question 1:

How many loads total were hauled last year?

Answer 1:

123 loads

Question 2:

How many went to Trail Ridge vs IndianHead?

Answer 2:

None, Indian head is a new alternate location provided this year.

Question 3:

Who has the business now, at what Cost Per Ton?

Answer 3:

Merrell Bros., Inc.; \$497.43/per load. The average was 22.5 ton/load.

Question 4:

Is # tons per load verified by scale tickets?

Answer 4:

Yes.

Question 5:

Are there any tipping fees?

Answer 5:

Tipping fees for Indianhead Biomass will be billed directly to the City. The contractor will not be charged tipping (dumping) fees when hauling sludge for the City. Respondents are not to include this fee in their pricing.

Question 6:

How many references are requested?

Answer 6:

List a minimum of three (3) references demonstrating the company's experience in providing Sludge Hauling Services and/or similar services.

Question 7:

Question as it pertains to insurance. P18 - paragraph "Excess or Umbrella Liability Coverage" States:

Umbrella Liability Insurance is preferred, but an Excess Liability Equivalent may be allowed. ..."

If a company does not have a \$1 Million dollar Umbrella Policy, but has: \$3 Million General Liability, \$3M Pollution, \$3M Products, \$3M Personal and Adv Injury. Will that be allowed as stated in the bid document?

If a separate Umbrella policy is required, it will add significantly to the job price. Companies can offer a better price if not required to get an Umbrella policy just for this piece of work.

Answer 7:

Yes. The alternative limits/structure as proposed are accomplishing the same intention that the requirement is asking for in the bid specifications.

Question 8:

Please confirm, the hauling contractor needs to enter into an agreement with Indianhead Biomass directly. That is Indianhead Biomass will not accept loads from all contractors, only those that are approved by Indianhead.

Answer 8:

See additional information provided above.

Question 9:

Please confirm Indianhead Biomass is an option to some (or one contractor), but may not be available to all contractors, and only those with private agreements with Indianhead directly. Those contractors that aren't in agreement with Indianhead will go to the landfill, per the City's existing agreements with the Trail Ridge Landfill.

Answer 9:

See additional information provided above.

Question 10:

Please confirm the City will not pay a detention fee, or a waiting for, for any time spent waiting at the landfill for loads to be dumped, even if that time exceeds 2 hours?

Answer 10:

The City shall pay Contractor the unit price per ton identified in FORM 1: BID TENDER FORM (page 2 of 4). The Unit Price per Load or per Ton shall include the cost of providing equipment, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, labor, all taxes, and all incidentals necessary to provide for the collecting and hauling of "Type B" sludge (13% to 15% Dry Solids) with an average of 22.5 tons per year as described and required in these specification. No additional fee (s) or waiting time will be paid in conjunction with the Unit Price per Ton.

Question 11:

Please confirm that bidders should not bid with the assumption they will be able to take biosolids to Indianhead Biomass. Only those with preexisting agreements can frequent Indianhead. The bidders should not bid with the assumption that Indianhead will receive work from any company, but only those with private agreements to utilize their facility.

Answer 11:

See additional information provided above.

Question 12:

The City is allowing for those contractors with pre-existing agreements to go to Indianhead, to use that as another option instead of the landfill option the City has utilized for years, but the City is not suggesting that all contractors should assume they can utilize this outlet, and should bid with only the outlets available to them, correct?

Answer 12:

See additional information provided above.

COMPANY NAME: MERRELL BROS., INC.

ADDRESS: 8811 WEST 500 NORTH

CITY, STATE & ZIP: KOKOMO, IN 46901

SUBMITTED BY: DUSTIN SMITH TITLE: CHIEF BUSINESS DEVELOPMENT OFFICER
Printed name of authorized submitter

SIGNATURE: 

DATE: 04.02.2021

ADDENDUM No. 2

Bid No.: 2021-04
Title: Sludge Hauling

The purpose of Addendum No. 2 to Bid No. 2021-04 Sludge Hauling is to extend the deadline to submit questions by two (2) weeks to March 26, 2021.

The revised anticipated schedule for this Bid is as follows:

Deadline to Submit Questions	26-March-2021
Addendum (if necessary) Issued	31-March-2021
Submission Deadline	7-April-2021
Bids Opened	7-April-2021

COMPANY NAME: MERRELL BROS., INC.

ADDRESS: 8811 WEST 500 NORTH

CITY, STATE & ZIP: KOKOMO, IN 46901

SUBMITTED BY: DUSTIN SMITH TITLE: CHIEF BUSINESS DEVELOPMENT OFFICER
Printed name of authorized submitter

SIGNATURE:



DATE: 04.02.2021

ADDENDUM No. 3

Bid No.: 2021-04
Title: Sludge Hauling

The purpose of Addendum No. 3 to Bid No. 2021-04 Sludge Hauling is to answer the questions submitted.

Question 1:

Can you please provide a copy of the current contract?

Answer 1:

See attachment.

Question 2:

How many trailers can be staged on site?

Answer 2:

2-3

Question 3:

Are there any seasonal fluctuations in the biosolids volumes produced by the plant?

Answer 3:

In the summer, we produce more product due to the bugs multiplying more. During the winter, volume is lower.

COMPANY NAME: MERRELL BROS., INC.

ADDRESS: 8811 WEST 500 NORTH

CITY, STATE & ZIP: KOKOMO, IN 46901

SUBMITTED BY: DUSTIN SMITH TITLE: CHIEF BUSINESS DEVELOPMENT OFFICER
Printed name of authorized submitter

SIGNATURE:



DATE: 04.02.2021

ANNUAL MEETING OF BOARD OF DIRECTORS
MERRELL BROS, INC.
HELD JANUARY 6th, 2020

The annual meeting of the Board of Directors of Merrell Bros, Inc. was held at the office of the corporation at 1:00 PM on January 6th, 2020.

All of the directors were present in person. A waiver of notice was signed by all of the directors and presented to the secretary for recording in the corporate records.

The following were nominated and unanimously elected as officers for the ensuing year:

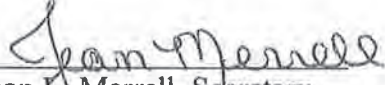
Nieta K. Merrell-	President
Ted D. Merrell -	Vice-President
Terry C. Merrell-	Treasurer
Jean L. Merrell -	Secretary

The activities of the officers for the prior year were reviewed, and the board approved the action taken by the officers of the corporation and ratified the same. The financial records of the corporation were reviewed along with the prospectus for the ensuing year.

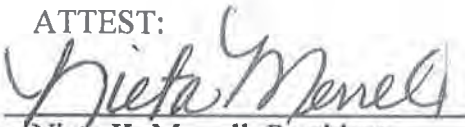
The Board of Directors also agreed unanimously to allow the following individuals to sign or negotiate contracts related to projects the company has or is bidding in the normal course of their business; Dustin Smith, Karson Merrell, Ryan Zeck, Blake Merrell and Brayden Merrell. This authority does not include real estate contracts. Terry Merrell, Ted Merrell, Jean Merrell and Nieta Merrell have the authority to execute all negotiable instruments including all checks, drafts, notes, bonds, purchase of real estate, contracts, bills of exchange and orders for the payment of money.

The board reviewed the tax return of the corporation prepared by Blue & Company.

There being no further business, the meeting was adjourned.


Jean L. Merrell, Secretary

ATTEST:


Nieta K. Merrell, President

FORM 2: BID AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the bidder. The bidder is to submit the form to the CITY along with the Bid Tender Form and other required documents.

1. Company Name: MERRELL BROS., INC.
2. Address: 8811 WEST 500 NORTH
3. City, State & Zip: KOKOMO, IN 46901
4. Attention: BLAKE MERRELL
5. Phone: (574) 699.7782
6. E-mail address: blake@merrellbros.com

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of **BID No. 2021-04** per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the bidder of the Notice of Intent to Submit Bid for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded BID or combination of BID Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

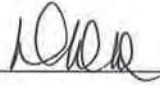
Thank you for your bid.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3: REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

N/A

Signed: 

Title: CBDO

Contractor: MERRELL BROS., INC.

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

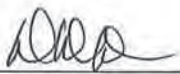


Vendor's Signature

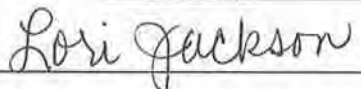
FORM 5: NON-COLLUSION AFFIDAVIT

DUSTIN SMITH, being first duly sworn deposes and says that:

1. He (it) is the CHIEF BUSINESS DEVELOPMENT OFFICER, MERRELL BROS., INC., of _____ the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any bidder firm, or person to fix the price or prices in the attached bid or of any other bidder or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Bidders, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: 

Sworn and subscribed to before me this 2ND day of APRIL, 2021,
in the State of INDIANA, County of HOWARD.

 Notary Public

My Commission Expires: 11.21.2026



FORM 6: NON-BANKRUPTCY AFFIDAVIT

BID #: 2021-04 Sludge Hauling - Continuous Services for 36 Months

STATE OF INDIANA)

COUNTY OF HOWARD)

DUSTIN SMITH is an officer and member of
the firm of MERRELL BROS., INC., being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **BID No. 2021-04**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.


Affiant Signature

Sworn to before me this 2ND day of APRIL, 2021 by DUSTIN SMITH
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.


Signature of Notary

LORI JACKSON
Notary's Printed Name

Affix Seal Here:



11.21.2026
Expiration of Notary's Commission

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MERRELL BROS., INC.

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) ►

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.

8811 WEST 500 NORTH

6 City, state, and ZIP code

KOKOMO, IN 46901

Requester's name and address (optional)

7 List account number(s) here (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.

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.

Social security number

____ - ____ - ____

or

Employer identification number

3 5 - 1 6 8 1 4 9 0

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ► 04.01.2021

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.

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.

PASCO COUNTY BUSINESS TAX RECEIPT

Issued pursuant and subject to Florida Statutes and Pasco County Ordinances. Issuance does not certify compliance with zoning or other laws. This receipt must be posted conspicuously in place of business.

2021

Expires September 30th



ACCOUNT #:: 81564

SIC CODE: 4959.00

MIKE FASANO
TAX COLLECTOR
PASCO COUNTY FLORIDA

TYPE OF BUSINESS
BIOSOLIDS REMOVAL SERVICE
STATE LICENSE #

MERRELL BROS INC

8811 W 500 N
KOKOMO, IN 46901-8776

OWNER/QUALIFYING AGENT
MERRELL TERRY

LOCATION ADDRESS:
14220 HAYS ROAD
SPRING HILL, FL 34610-8776

DATE	RECEIPT	AMOUNT
09/30/2020	20-1-128959	93.75

Dear Business Owner:

Your **2021** Pasco County Business Tax Receipt is printed above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Pasco County Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Pasco County Business Tax Receipt is non-regulatory and is not meant to be a certification of the holder's ability to perform the service for which it is registered.

Business Tax Receipts expire September 30th. Annual renewals are mailed in June to the address of record at that time. Please contact our office if there are any changes to your business name, ownership, physical address, or closing of your business.

Thank you for allowing us to serve you!

MIKE FASANO
PASCO COUNTY TAX COLLECTOR

EAST PASCO GOVERNMENT CENTER
DADE CITY

WEST PASCO GOVERNMENT CENTER
NEW PORT RICHEY

TAX COLLECTOR BUILDING
GULF HARBORS

CENTRAL PASCO GOVERNMENT CENTER
LAND O' LAKES

COMPARK 75 BUSINESS PARK
WESLEY CHAPEL

CALL CENTER: MONDAY - FRIDAY 8:30 AM - 5:00 PM (352) 521-4338 • (727) 847-8032 • (813) 235-6076

State of Florida

Department of State

I certify from the records of this office that MERRELL BROS., INC. is an Indiana corporation authorized to transact business in the State of Florida, qualified on September 22, 2008.

The document number of this corporation is F08000004107.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on April 17, 2020, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2021*



Randy Bee
Secretary of State

Tracking Number: 7008167310CU

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

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

11:39:37 AM 12/29/2020

Licensee Details**Licensee Information**

Name: **STEWART, TIMOTHY J (Primary Name)**
MERRELL BROS., LLC (DBA Name)

Main Address: **22726 WIXFORD LANE**
TOMBALL Texas 77375

County: **OUT OF STATE**

License Mailing:

LicenseLocation: **8811 W 500 N**
KOKOMO IN 46901

County: **OUT OF STATE**

License Information

License Type: **Certified Building Contractor**

Rank: **Cert Building**

License Number: **CBC1260959**

Status: **Current,Active**

Licensure Date: **03/11/2016**

Expires: **08/31/2022**

Special Qualifications **Qualification Effective**

Construction Business **03/11/2016**

Alternate Names**[View Related License Information](#)****[View License Complaint](#)**

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida, Privacy Statement](#)

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 entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

CONTACT INFORMATION

With over 35 years of experience in the Biosolids Management industry, Merrell Bros., Inc. has earned its reputation as one of the largest National Biosolids Management Companies in the United States. We are dedicated to the highest standard of personal customer service. You will ALWAYS be able to reach a member of our Executive Team and speak with them personally with any questions or concerns you may have.

TED MERRELL

CHIEF EXECUTIVE OFFICER,
OWNER

CELL: (765) 438.7374
ted@merrellbros.com

DUSTIN SMITH

CHIEF BUSINESS DEVELOPMENT
OFFICER

CELL: (765) 438.3152
dsmith@merrellbros.com

TERRY MERRELL

CHIEF FINANCIAL OFFICER,
OWNER

CELL: (765) 252.8220
terry@merrellbros.com

BRAYDEN MERRELL

EVENT PROJECT SR. DIRECTOR

CELL: (765) 438.6704
brayden@merrellbros.com

RYAN ZECK

CHIEF OPERATIONS OFFICER

CELL: (765) 438.6626
ryan@merrellbros.com

KARSON MERRELL

FINANCIAL CONTROLLER, PROJECT CONSULTANT

CELL: (765) 480.6964
karson@merrellbros.com

THIS IS ONE OF THE MANY BENEFITS WE OFFER TO ENSURE YOU HAVE THE
HIGHEST LEVEL OF SUPPORT, 24 HOURS A DAY, 7 DAYS A WEEK.





TED MERRELL

Co-Owner, Vice President



A Biosolids Management Corporation

An accomplished professional, Co-Owner and CEO of Merrell Bros., Inc. As co-founder of this Company, helped establish business strategies and the development of evolving business plans to meet the Company growth demands. First hand knowledge of every aspect of running the business, managing staff, maintaining customer relationships, business development and strategy to make Merrell Bros., Inc. an industry leader in Biosolids Management. 35 years of successfully operating an environmentally sound company based on honesty, integrity and professionalism. Dedicated to personally overseeing large projects and developing relationships across the country with valued customers.



8811 West 500 North, Kokomo, IN 46901



ted@merrellbros.com



www.merrellbros.com



765.438.7374



800.663.8830

SKILLS

- FACILITIES DESIGN & ENGINEERING
- RESEARCH & DEVELOPMENT-BIOSOLIDS REUSE
- EXCELLENCE IN FIELD INSTRUCTION, TRAINING & DEVELOPMENT
- MARKET POSITIONING

AFFILIATIONS

- PURDUE UNIVERSITY DEANS ADVISORY COUNCIL
- INDIANA WATER POLLUTION CONTROL ASSOCIATION
- IWEA RESIDUALS MANAGEMENT COMMITTEE
- WATER ENVIRONMENT FEDERATION MEMBER
- UPPER DEER CREEK CHURCH-DEACON
- COMMUNITY LAY DIRECTOR-THE WAY-JAMACIA, NORTHERN IRELAND, FLORIDA & GOSHEN, IN
- CSI MINISTRIES MISSION LEADER

“God demonstrates His own love for us in this: while we were yet sinners, Christ died for us.” Romans 5:8

EXPERIENCE

1983-Present

Merrell Bros., Inc.
Co-Owner, Chief Executive Officer
Daily Management of Business
Construction of Indianapolis Disposal Solutions, St. Louis Disposal Solutions and Bio-Centers
Development and Construction of FL Green, a State of the Art Biosolids Facility with Patented Biosolids Solar Drying and Oven Pasteurization Producing a Class AA Fertilizer

2018

New Business of the Year, Pasco EDC, FL

EDUCATION

1980-1982

Purdue University, Lafayette, IN
Associates Degree
Agricultural Economics

EXTENSIVE LEADERSHIP & MANAGEMENT EXPERTISE

DISTINGUISHED PERFORMANCE

CONFIDENT & ADEPT DECISION MAKER

NOTABLE ACHIEVEMENTS IN FACILITY CONSTRUCTION

HIGHLY ESTEEMED AND ACCOMPLISHED AMONG PEERS



A Biosolids Management Corporation

TERRY MERRELL

Co-Owner, Chief Financial Officer



8811 West 500 North, Kokomo, IN 46901



terry@merrellbros.com



www.merrellbros.com



765.252.8220



800.663.8830

SKILLS

- ASSET MANAGEMENT-FINANCIAL PLANNING
- CORPORATE DEVELOPMENT
- CUSTOMER NEEDS ASSESSMENT
- MANAGE 501(C)3 CHARITY

AFFILIATIONS

- INDIANA CHAMBER OF COMMERCE
- NATIONAL ASSOCIATION OF WASTE TRANSPORTERS
- UPPER DEER CREEK CHURCH-DEACON-PAST BOARD CHAIRMAN
- UPPER DEER CREEK CHURCH-SUNDAY SCHOOL TEACHER-TRUSTEE
- CHAIR OF CROSS AMERICA 501(C)3 RELIGIOUS ORGANIZATION

An accomplished professional, Co-Owner and Chief Financial Officer of Merrell Bros., Inc. As Co-Founder of this Company, helped establish business strategies and the development of evolving business plans to meet the Company growth demands. First hand knowledge of every aspect of running the business, managing staff, maintaining customer relationships, business development and strategy to make Merrell Bros., Inc. an industry leader in Biosolids Management. 35 years of successfully operating an environmentally sound company based on honesty, integrity and professionalism. Dedicated to personally overseeing large projects and developing relationships across the country with valued customers.

"If you declare with your mouth that Jesus is Lord and believe in your heart that God raised Him from the dead, you will be saved." Romans 10:9

EXPERIENCE

1983-Present

Merrell Bros., Inc.
Co-Owner, Chief Financial Officer
Daily Management of Business
Set Up and Management of Company's Largest Projects
Management of Company Assets
Currently Working with Duke University on Future Endeavors

EDUCATION

1978-1982

Northwestern
Kokomo, IN

VISIONARY LEADERSHIP

OUTPERFORMING MARKET COMPETITION

EXCELLENT PROBLEM SOLVING SKILLS & RESEARCH TECHNIQUES

HIGHLY ESTEEMED AND ACCOMPLISHED AMONG PEERS

CUSTOMER DRIVEN MANAGEMENT



RYAN ZECK
Chief Operations Officer



As Chief Operations Officer for Merrell Bros., Inc., Ryan possesses extensive management expertise, streamlining operations and optimizing staff performance. A confident and adept decision maker, responding to the daily challenges of overseeing the Company with finesse and maturity to effectively resolve issues. Strategizes operational frameworks to integrate and align with Company vision and Senior Management objectives, fostering enhanced staff performance, achieving best practice and maximizing profits. Provides the leadership, management and vision necessary to ensure the Company has proper operations controls, administrative procedures, report procedures and people systems in place to effectively grow the Company and to ensure financial strength and operating efficiency.

	8811 West 500 North, Kokomo, IN 46901		www.merrellbros.com
	ryan@merrellbros.com		800.663.8830
	765.438.6626		

SKILLS

- ARTICULATE COMMUNICATOR, CAPABLE OF BUILDING LASTING RELATIONSHIPS WITH SENIOR MANAGEMENT OF CLIENTS, PARTNERS AND VENDORS
- POLICY DESIGN AND IMPLEMENTATION
- DISPUTE RESOLUTION
- INTERNAL SYSTEMS CONTROL

AFFILIATIONS

- INDIANA WATER POLLUTION CONTROL ASSOCIATION
- WATER ENVIRONMENT FEDERATION MEMBER
- IWEA RESIDUALS MANAGEMENT COMMITTEE
- ALABAMA RURAL WATER ASSOCIATION
- UPPER DEER CREEK CHURCH-DEACON
- CASS CO. REDEVELOPMENT COMMISSION
- LEWIS CASS SCHOOL BOARD PRESIDENT

“Be on guard. Stand firm in the faith. Be courageous. Be strong.”
1 Corinthians 16:13

EXPERIENCE

1997-Present	Merrell Bros., Inc. Chief Operations Officer Daily Management of Company Daily Scheduling of Personnel & Equipment
--------------	---

EDUCATION

1992-1996	Purdue University, Lafayette, IN Bachelor of Science Degree Agribusiness
-----------	--

FOCUSED LEADER, RECOGNIZED FOR DELIVERING SUPERIOR RESULTS

SOLID ABILITY TO ALLOCATE BUSINESS RESOURCES & DELEGATE RESPONSIBILITIES

PROFESSIONAL COMMUNICATION & PROBLEM SOLVING

VISIONARY LEADERSHIP



A Biosolids Management Corporation



DUSTIN SMITH

Chief Business Development Officer

As Chief Business Development Officer and an Executive Team Member for Merrell Bros., Inc., Dustin possesses extensive strategic business planning skills while overseeing the direction of the sales and business development of the Company. Responsible for the management of public bid notification services, carefully evaluating projects and developing work plans. Proficient at effectively communicating project scope, schedule and budget to both customers and subcontractors, and cultivating strong working relationships with customers by delivering the most advantageous customer experience during every client interaction. Excellent problem solving skills and work-flow optimization ensure all projects are completed in a timely and exceptional manner.



8811 West 500 North, Kokomo, IN 46901



dustin@merrellbros.com



www.merrellbros.com



765.438.3152



800.663.8830

SKILLS

- NEW BUSINESS DEVELOPMENT
- COMPETITIVE PROJECT ANALYSIS
- MANAGEMENT-LEADERSHIP
- LOGISTICS MANAGEMENT
- BIOSOLIDS MARKET ANALYSIS

AFFILIATIONS

- IN INDUSTRIAL OPERATOR ASSOCIATION
- REGISTERED INDUSTRIAL WASTE PROFESSIONAL
- IWEA MEMBER
- WEF MEMBER
- CERTIFIED APPLICATOR, IN STATE CHEMIST
- OSHA CONFINED SPACE CERTIFIED
- CLASS A IN COMMERCIAL DRIVER LICENSE
- FAA-PRIVATE, INSTRUMENT, MULTI-ENGINE PILOT
- CROSSROADS COMMUNITY CHURCH-FINANCE TEAM & MEMBER
- DEACON

EXPERIENCE

- | | |
|--------------|---|
| 2006-Present | Merrell Bros., Inc.
Chief Business Development Officer
Project Discovery and Planning, Build and Delegate Work Plans, Research and Develop New Products |
| 2001-2006 | Expert Lawn & Landscape, LLC
Owner, Operator
Commercial & Private Lawn Care & Landscaping |

EDUCATION

- | | |
|-----------|---|
| 2005 | Ivy-Tech College, Kokomo, IN
Associate Degree in Design Technology |
| 2014-2015 | FAA/GLEIM
FAA Pilot License |

*“Whatever you do, work at it with all your heart, as working for the Lord, not for men.”
Colossians 3:23*

STRATEGIC BUSINESS PLANNING

DISTINGUISHED PERFORMANCE

PROFESSIONAL COMMUNICATION & PROBLEM SOLVING

EXCEEDS MANDATED QUOTAS

VISIONARY LEADERSHIP



As the Florida Division Manager and Project Consultant for Merrell Bros., Inc., Blake manages and mentors a team of up to 45 employees, Supervisors and support staff to drive growth and retention at our fastest growing Division. He successfully directs Regional activities including operations, safety, administration and logistics. He demonstrates strong business acumen, managerial skills, communication and interpersonal abilities. Resourceful, accomplished and dedicated, ensuring superior customer service and labor efficiency.

BLAKE MERRELL

Florida Division Manager - Project Consultant



8811 West 500 North Kokomo, IN 46901



blake@merrellbros.com



www.merrellbros.com



765.438.5299



800.663.8830

SKILLS

- ANALYTICAL THINKING
- ATTENTION TO DETAILS
- COMPUTER COMPETENCES
- CUSTOMER RELATIONSHIP MANAGEMENT

AFFILIATIONS

- INDIANA WATER ENVIRONMENT ASSOCIATION
- ALPHA GAMMA RHO PROFESSIONAL AGRICULTURAL FRATERNITY
- OSHA CONFINED SPACE CERTIFIED
- CLASS A FL COMMERCIAL DRIVER LICENSE

“Each of you should use whatever gift you have received to serve others, as faithful stewards of God’s grace in its various forms.” 1 Peter 4:10

EXPERIENCE

- | | |
|--------------|---|
| 2011-Present | Merrell Bros., Inc.
Florida Division Manager, Project Consultant
Daily Management of Florida Operations |
| 2015 | Seward, AK, Project Manager
Dredged & Dewatered 1,900 D/T of WTP Sludge & Oversaw Airlifting of Biodome Aerators into Lagoon after Cleanout. |
| 2016 | Dallas, TX, Elm Fork WTP
Set-Up of (12) Belt Filter Presses
to Remove 160,000 D/T of Sludge from (2) 10-Acre Lagoons |

EDUCATION

- | | |
|-----------|--|
| 2007-2011 | Purdue University, Lafayette, IN
Bachelor of Science Degree
Agricultural Economics |
|-----------|--|

MAINTAINS HIGH DEGREE OF BUSINESS ETHICS & PROFESSIONALISM

EXCELS IN ANALYZING & ADJUSTING WORK PROCEDURES FOR MAXIMUM EFFICIENCY

PROFESSIONAL COMMUNICATION & PROBLEM SOLVING

VISIONARY LEADERSHIP



A Biosolids Management Corporation

As the Event Project Senior Director for Merrell Bros., Inc., Brayden demonstrates a high level of competence in the oversight of event projects to ensure expedited and successful completion. Excels in analyzing and adjusting work procedures for maximum efficiency. Clearly and concisely communicates with project owners, building trust and confidence. Displays industriousness, conscientiousness and diligence in performing all tasks, consistently exceeding performance expectations.

BRAYDEN MERRELL

Event Project Senior Director



8811 West 500 North, Kokomo, IN 46901



brayden@merrellbros.com



www.merrellbros.com



765.438.6704



800.663.8830

SKILLS

- SUPERVISION AND LEADERSHIP
- STRATEGIC PLANNING
- METICULOUS WITH DETAIL
- STRONG WORK VALUES

AFFILIATIONS

- ALPHA GAMMA RHO PROFESSIONAL AGRICULTURAL FRATERNITY
- OSHA CONFINED SPACE CERTIFIED
- CLASS A COMMERCIAL DRIVER LICENSE
- CROSSROADS COMMUNITY CHURCH MEMBER
- KOKOMO YMCA MEN'S CLUB MEMBER

EXPERIENCE

2014-Present

Merrell Bros., Inc.
Event Project Senior Director
Set Up and Oversight of Large Event Projects
Employee Management, Quality Assurance

EDUCATION

2010-2014

Purdue University, Lafayette, IN
Bachelor of Science Degree
Agricultural Business Management

BUILDS STRONG SENSE OF TEAMWORK & PURPOSE

MAINTAINS HIGH DEGREE OF BUSINESS ETHICS AND PROFESSIONALISM

STRONG PERSONAL COMMITMENT TO SUCCESS

DYNAMIC LEADERSHIP QUALITIES



A Biosolids Management Corporation

KARSON MERRELL

Financial Controller - Project Consultant



8811 West 500 North, Kokomo, IN 46901



karson@merrellbros.com



www.merrellbros.com



765.480.6964



800.663.8830

SKILLS

- FINANCIAL ANALYSIS & MODELING
- RISK MANAGEMENT
- COST REDUCTIONS
- STRONG WORK VALUES

AFFILIATIONS

- INDIANA WEA MEMBER
- ALPHA GAMMA RHO PROFESSIONAL AGRICULTURAL FRATERNITY
- OSHA CONFINED SPACE CERTIFIED
- CLASS A COMMERCIAL DRIVER LICENSE
- CROSSROADS COMMUNITY CHURCH MEMBER

Highly accomplished Financial Controller and Project Consultant for Merrell Bros., Inc. Karson displays an exceptional array of skills in cash flow forecasting, budgetary planning, productivity metrics analysis, team management, written and verbal communication, accounting and reporting. Ensures superior risk management via setup and negotiations of effective Insurance Policies that include Property, Liability, Disability and Workers' Compensations, as well as the Company Retirement plan. Provides cash and treasury management, including overseeing reconciliation of banking activity, revenue, credit card processing (60) accounts, sales tax returns and investment accounts.

"Jesus answered, "I am the way and the truth and the life. No one comes to the Father except through me." John 14:6

EXPERIENCE

2014-Present	Merrell Bros., Inc. Controller, Project Consultant Management of Revenue, Sales Tax Returns & Investment Accounts, Oversees Insurance Policies & Credit Card Accounts
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EDUCATION

2011-2014	Purdue University, Lafayette, IN Bachelor of Science Degree, Accounting & Management
2014-2015	Masters of Science Degree
2017	Certified Public Accountant

PROVEN ABILITY TO UTILIZE DECISIVE LEADERSHIP

MAINTAINS HIGH DEGREE OF BUSINESS ETHICS AND PROFESSIONALISM

PROFESSIONAL COMMUNICATION & PROBLEM SOLVING

DEMONSTRATES STRONG ANALYTICAL QUALITIES

REFERENCES/QUALIFICATIONS

NAME & ADDRESS OF OWNER	CONTACT	PROJECT DESCRIPTION	AMOUNT OF CONTRACT	CONTRACT DATES
Marion Co. Solid Waste Dept. 5601 SE 66th Street Ocala, Florida	George White Operations Manager (352) 671.8487 George.White@marioncountyfl.org	Waste Transportation & Hauling	\$1,875,000 Annually	10.2017- Current
City of Sarasota Public Works 1761 12th Street Sarasota, FL 34236	Todd Kucharski Public Works GM (941) 263.6127 todd.kucharski@sarasotafl.gov	Solid Waste Hauling Services	\$830,000 Annually	04.2019- Current
Pasco County 7536 State Street New Port Richey, FL 34654	Justin Roessler Solid Waste Director (727) 857.2780 jroessler@pascocountyfl.net	Transporting Co- Mingled Single Stream Recyclables	\$400,000 Annually	10.2019-Current 1 of 5 Active Contracts, 7 Prior Expired Contracts
City of Naples 735 8th Street S Naples, FL 34102	Jed Secory Purchasing Manager (239) 213.7102 jsecory@naplesgov.com	Solid Waste - Hauling Transport Services for Recyclable Material	\$143,616 Annually	04.2021- 03.2024
BMO Harris Bank 135 N. Pennsylvania St. Indianapolis, IN 46204	Rob Avery Vice President (317) 269.1258 robert.avery@bmo.com	Financial Institution	\$20,000,000 Credit Limit	2012-Current
Brower Insurance 409 E. Monument Ave. Dayton, OH 45402	Jennifer Salm Account Manager (937) 285.8232 jsalm@browerinsurance.com	Bonding Company	\$30,000,000 Credit Limit	2008-Current



<i>Client Name</i>	<i>State</i>	<i>Project Description</i>	<i>Contact Person</i>	<i>Contact Info</i>
City of Childersburg	Alabama	Dredging / Dewatering	Dave Bechtel	205.853.6020
City of Mobile	Alabama	Dry Sludge Hauling/Land Application	Mike Sims	251.463.7042
City of Talladega	Alabama	Sludge Disposal	Terry Hanner	256.362.8186
City of Bethel	Alaska	Lagoon Cleaning, Baffle Installation	Ian Van Blankenstein	907.762.1500
City of Dillingham	Alaska	Dredging, Dewatering & Transportation	Steve Cropsey	907.842.3423
City of North Pole	Alaska	Lagoon Dredging/Dewatering/Belt Pressing	Bill Butler	907.488.8593
City of Seward	Alaska	Dredging, Dewatering & Transportation	Loren Leman	907.351.8683
JEA-Jacksonville	Florida	Residuals Hauling & Disposal	Robert Parks	904.665.4793
New Port Richey	Florida	Biosolids Transportation & Disposal	Roger Goodwin	727.841.4568
Orange County	Florida	Biosolids Removal, Processing & Disposal	Perry Davis	407.836.5638
Pasco County	Florida	Centrifuge Dewatering, Transport & Disposal	Taisha Sobers	813.929.2755
City of St. Augustine	Florida	WWTP Biosolids Hauling Services	Dan Hendren	904.825.1045
Payette Lakes RWSD	Idaho	Lagoon Cleaning	Dale Caza	208.634.4111
City of Salmon	Idaho	Dredging & Liquid Land Application	George Ambrose	208.756.3214
Town of Streator	Illinois	Land Application /Tank Cleaning	Greg Garbs	815.672.2653
City of Macomb	Illinois	Lime/Sludge Removal	Dan Brown	309.833.2088
Indianapolis Water Co.	Indiana	Water Residuals Disposal	David Frakes	317.859.6658
City of Indianapolis	Indiana	Canal Cleaning	Mark Peterson	317.327.4343
City of Lafayette	Indiana	Land Application/Digester Cleaning	Angie Andrews	765.476.4550
City of Thibodaux	Louisiana	Lagoon Cleaning	Arthur Osteimer	985.223.9254
City of Ashland	Maine	Lagoon Cleaning	Russell Scammon	207.319.1511
City of Baltimore	Maryland	Dredging/Dewatering	Andrew Hofert	443.398.0553
City of Piscataway	Maryland	Digester Cleaning	Dan Stromberg	301.732.8037
City of Hattiesburg	Mississippi	Lagoon Dredging, Dewatering & Disposal	Bert Kuyrkendall	601.325.5335
City of Union	Missouri	Lagoon Dredging & Belt Pressing	Tim Graham	314.280.3322
City of St. Peters	Missouri	Lime/Sludge Removal	Russ Batzel	636.477.6600
Town of Lodge Grass	Montana	Dredging / Land Application	Todd Ryquist	406.247.7095
City of Lincoln	Nebraska	Biosolids Transfer	Steve Crisler	402.441.7966
City of Denton	Nebraska	Lagoon Cleanout	Ray Schroeder	402.429.5145
City of Henderson	Nevada	Dewatering/Hauling/Disposal	Alan Randall	702.267.2537
City of Las Vegas	Nevada	Digester Cleaning	Darin Swartzlander	702.229.1659
City of Cincinnati	Ohio	Biosolids Hauling	Barb Browne	513.477.2971
City of Dallas	Texas	Elm Fork WP: Dredging/Dewatering Lime Sludge	Cody McWhorter	972.322.5849
City of Dallas	Texas	Southside WWTP: Dredging & Dewatering	Wayne Barton	972.250.2727
City of Houston	Texas	Sludge Hauling & Disposal	Leo Weinberg	713.600.6820
City of St. Paul	Virginia	Lagoon Cleaning/Dewatering	Randy Beckner	424.245.4970
Town of West Hamlin	W. Virginia	Lagoon Dredging/Belt Pressing	Jeff Casto	304.767.1113



MERRELL BROS., INC. RECENTLY COMPLETED THIS CONTRACT 2019-2020 (\$12,946,224.00)
CONTACT & PROJECT INFORMATION SAME AS BELOW
IT WAS PREVIOUSLY COMPLETED IN 2012

Project Location: Elm Fork Water Treatment Plant

Owner: City of Dallas, TX

Address: 1440 Whitlock Lane, Dallas, TX 75006

A. Project Team

Project Superintendent: Terry Merrell – Chief Financial Officer & Owner

Project Manager: Dustin Smith – Chief Business Development Officer

Operations Manager: Darrick Gray – Operations Manager/Supervisor

70% MBI Workforce

B. Contract Information:

Contract Value: \$11,221,424.00

Volume: 160,000 dry tons/525 dry ton per day

Change Orders: None

C. Summary of Trades:

Project Managers

Belt Filter Press Operators

Hydraulic Dredge Operators

Semi-tractor & End Dump Trailer Operators

Excavator Operator

Electricians

Pump Operator

Polymer System Operator

D. Owner's Project Manager & Contact Information:

Project Engineer: Cody McWhorter 972.322.5849

Project Manager: Brian Cosper 940.231.5340

cody.mcwhorter@dallascityhall.com

brian.cosper@dallascityhall.com

E. Year(s) Project Was Performed

Project Started in August 2016 – September 2017

Project Narrative:

Merrell Bros., Inc. was contracted to dredge, dewater and transport Water Treatment Plant sludge from two 10-acre lagoons located at the Elm Fork Water Treatment Plant. We mobilized (12) Ashbrook Belt Filter Presses, (2) IMS Hydraulic Dredges & (15) Semi-tractors & Trailers (see picture below). Merrell Bros., Inc. is dredging and dewatering 160,000 dry tons of Water Treatment Plant sludge and subcontracted the transportation to the landfill for disposal.



City of Dallas: Elm Fork Water Treatment Plant - Merrell Bros., Inc. Belt Press Setup



Project Location: Coos Bay, OR

Owner: City of Coos Bay, OR

Address: 680 Ivy Avenue, Coos Bay, OR 97420

A. Project Team

Project Superintendent: Dustin Smith

Project Manager: Brayden Merrell

Operations Manager: Darrick Gray

B. Contract Information:

Contract Value: \$1,146,000

Volume: 566.25 DT

Change Orders: None

C. Summary of Trades:

Project Managers

Belt Filter Press Operators

Hydraulic Dredge Operators

Semi-tractor & End Dump Trailer Operators

Excavator Operator

Electricians

Pump Operator

Polymer System Operator

D. Owner's Project Manager & Contact Information:

Project Engineer: Chanell Porter, (281) 721.8574, Chanell.Porter@jacobs.com

Project Manager: Pat Kavan, Patrick.Kavan@jacobs.com

E. Year(s) Project Was Performed

Project Started in April 2020 - June 2020

Project Narrative:

Merrell Bros., Inc. was contracted to remove the sludge from the Coos Bay Wastewater Treatment Facility lagoon using a floating dredge equipped with a cutter-head that draws sludge from the lagoon bottom and pumps the liquid sludge through a floating pipe to our dewatering system. Dewatering was performed using (2) two mobile belt-filter presses positioned north of the primary ponds. We conveyed the dewatered sludge cake directly into end dump trailers positioned adjacent to the dewatering equipment, and the dewatered biosolids were hauled to the Coffin Butte Landfill for disposal.



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A Biosolids Management Corporation



Project Location: City of Weston, WV

Owner: City of Weston Sanitary Board

Address: 171 Main Avenue, Weston, WV 26452

A. Project Team

Project Superintendent: Dustin Smith

Project Manager: John Metcalf

Operations Manager: Michael Woods

B. Contract Information:

Contract Value: \$361,088

Volume: 370.54 DT

Change Orders: \$17,613.05

C. Summary of Trades:

Project Managers

Belt Filter Press Operators

Hydraulic Dredge Operators

Semi-tractor & End Dump Trailer Operators

Excavator Operator

Electricians

Pump Operator

Polymer System Operator

D. Owner's Project Manager & Contact Information:

Project Engineer: Steve Haynes, 304.326.6131, shaynes@thethrashergrgroup.com

E. Year(s) Project Was Performed

Project Started in August 2019 – October 2019

Project Narrative:

Merrell Bros., Inc. was contracted to remove, dewater, and transport to a certified Landfill, 370.54 dry tons of biosolids from the City of Weston Wastewater Treatment Plant. The project consisted of the removal of the sludge in the existing sludge holding tank and equalization basin.



City of Weston, WV WWTP



Project Location: Ashland WWTF Infrastructure Improvements

Owner: Ashland Water & Sewer District

Address: 115 Portage Road, Ashland, ME 04732

A. Project Team

Project Superintendent: Terry Merrell- Chief Financial Officer & Owner

Project Manager: Brayden Merrell- Event Projects Senior Director

Operations Manager: Michael Ilichey- Operations Manager Supervisor

100 MBI Workforce

B. Contract Information:

Contract Value: \$1,046,395.00

Volume: 1170 Dry Tons

Change Orders: \$398,795.00- Additional dredging and dewatering work requested by Ashland Water & Sewer District not in original scope of work.

C. Summary of Trades:

Project Managers

Belt Filter Press Operators

Hydraulic Dredge Operators

Semi-tractor & End Dump Trailer Operators

Excavator Operator

Electricians

Pump Operator

Polymer System Operator

D. Owner's Project Manager & Contact Information:

Project Engineer: Russell Scammon, 207-449.8512, russell.scammon@wright-pierce.com

Project Manager: Frank Martin, ashlandwater1@gmail.com

E. Year(s) Project Was Performed

Project Started in June 2018 – July 2018

Project Narrative:

Merrell Bros., Inc. was contracted to dredge, dewater, and dispose of 1170 dry tons of accumulated sludge from (3) lagoons. We mobilized (4) Belt Filter Presses, (1) IMS Hydraulic Dredge, and (1) Dino Dredge.



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Project Location: City of Bethel, AK

Owner: City of Bethel, Alaska

Address: P.O. Box 1388, Bethel, A 99559

A. Project Team

Project Superintendent: Terry Merrell – Chief Financial Officer & Owner

Project Manager: Dustin Smith – Chief Business Development Officer

Operations Manager: Darrick ray – Operations Manager Supervisor

100 MBI Workforce

B. Contract Information:

Contract Value: \$4,581,712

Volume: 3,000 dry tons

C. Summary of Trades:

Project Managers

Belt Filter Press Operators

Hydraulic Dredge Operators

Excavator Operator

Electricians

Pump Operator

Polymer System Operator

D. Owner's Consulting Engineer & Contact Information:

Consultant Engineer: Ian VanBlankenstein, (907) 762.1500,

ian.vanblankenstein@CH2M.com

E. Year(s) project was performed

Project Started in September 2017 – Project Completed May 2018

Project Narrative:

Merrell Bros., Inc. was contracted to remove and dispose of the existing baffles, survey the baffle alignment, and procure and install baffles in the primary and secondary lagoons. The project involved dredging, dewatering and disposing of the sludge in the primary lagoon. The project also involved ensuring our equipment arrived on time and completing the project before freezing weather.

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BELT PRESSES



YEAR	MAKE	ID NO.	CAPACITY
2017	Ashbrook	5149	2-Meter
2017	Ashbrook	5148	2-Meter
2017	Ashbrook	5147	2-Meter
2017	Ashbrook	5135	2-Meter
2017	Ashbrook	4070	2-Meter
2017	Ashbrook	4071	2-Meter
2017	Ashbrook	4072	2-Meter
2017	Ashbrook	4069	2-Meter
2016	Ashbrook	3825	2-Meter
2015	Ashbrook	8402	2-Meter
2014	Ashbrook	3927	2-Meter
2012	Ashbrook	3638	2-Meter
2012	Ashbrook	3080	2-Meter
2012	Ashbrook	2874	2-Meter

YEAR	MAKE	ID NO.	CAPACITY
2012	Ashbrook	3636	2-Meter
2012	Ashbrook	3642	2-Meter
2012	Ashbrook	2181	2-Meter
2011	Ashbrook	2879	2-Meter
2011	Ashbrook	3643	2-Meter
2010	Ashbrook	3637	2-Meter
2009	Ashbrook	2878	2-Meter
2009	Ashbrook	3079	2-Meter
2009	Bright	0250	2-Meter
2009	Ashbrook	3458	2-Meter
2008	Ashbrook	3316	2-Meter
2008	Ashbrook	3315	2-Meter
1999	Bright	J-1200-SS	Lab Test Press

DREDGE EQUIPMENT



YEAR	MAKE	ID NO.	SIZE
2018	IMS	1122	12 inch
2018	IMS	5301	12 inch
2016	IMS	1117	12 inch

YEAR	MAKE	ID NO.	SIZE
2015	Dino	8255	6 inch
2013	IMS	2970	12 inch



DINO DREDGE



CENTRIFUGE



YEAR	MAKE	ID NO.	SIZE
2019	Centrisys	2142	26-4
2019	Centrisys	1219	26-4

- Main Drive: 125 H.P.
- Bowl Diameter: 26"
- Feed Capacity: 200-400 GPM
- Automatic Hydraulic Backdrive
- Automatic Oil/Air Lubrication System
- All Rotating Parts are Protected with OSHA Guards
- Cake Discharge is Protected With Field Replaceable TC Bushings
- The Entire Bowl is Protected With Wear Strips



MOBILE POLYMER MAKE DOWN SYSTEMS



YEAR	MAKE	ID NO.	TYPE
2019	Tremcar	0628	Polymer Tanker
2018	United	9167	Polymer Trailer
2017	Velodyne	5974	Polymer Trailer
2011	Ferocity	1419	Polymer Trailer
2016	Tremcar	0240	Polymer Tanker



LIQUID & DRY TERRAGATORS



YEAR	MAKE	ID NO.	CAPACITY
2005	Ag-Chem 9105	5105 - #25	4365 Gals.
2005	Ag-Chem 9105	7305 - #27	4365 Gals.
2005	Ag-Chem 9105	6805 - #30	4365 Gals.
2004	Ag-Chem 9105	5005 - #24	4365 Gals.
2004	Ag-Chem 9105	4004 - #23	4365 Gals.
2001	Ag-Chem 9105	2501 - #20	4365 Gals.
2000	Ag-Chem 9105	0100 - #15	4365 Gals.

YEAR	MAKE	ID NO.	CAPACITY
2000	Ag-Chem 2505	5860 - #17	4365 Gals.
1998	Ag-Chem 2505	5478 - #14	4365 Gals.
1997	Ag-Chem 2505	5267 - #12	4365 Gals.
1997	Ag-Chem 3104	5177 - #26	15 Yds.
1994	Ag-Chem 2505	4514 - #8	15 Yds.



SEMI TRACTORS



YEAR	MAKE	ID NO.	MODEL
2020	Mack	6572	CXU613 Semi
2020	Mack	6571	CXU613 Semi
2020	Mack	8145	CXU613 Semi
2020	Mack	8147	CXU613 Semi
2020	Mack	8146	CXU613 Semi
2020	Mack	8144	CXU613 Semi
2020	Mack	8143	CXU613 Semi
2020	Mack	8141	CXU613 Semi
2020	Mack	8138	CXU613 Semi
2020	Mack	8142	CXU613 Semi
2020	Mack	8140	CXU613 Semi
2020	Mack	8139	CXU613 Semi
2019	Mack	5334	CXU613 Semi
2019	Mack	5333	CXU613 Semi
2019	Mack	8890	CXU613 Semi
2019	Mack	8891	CXU613 Semi
2019	Mack	8892	CXU613 Semi
2019	Mack	8893	CXU613 Semi
2019	Mack	7227	CXU613 Semi
2019	Mack	1728	CXU613 Semi
2019	Mack	8420	CXU613 Semi
2019	Mack	8435	CXU613 Semi
2018	Mack	6274	CXU613 Semi
2018	Mack	6275	CXU613 Semi
2018	Mack	6276	CXU613 Semi
2018	Mack	6277	CXU613 Semi

YEAR	MAKE	ID NO.	MODEL
2018	Mack	6197	CXU613 Semi
2018	Mack	6759	CXU613 Semi
2018	Mack	8211	CXU613 Semi
2018	Mack	8213	CXU613 Semi
2018	Mack	8214	CXU613 Semi
2017	Mack	2225	CXU613 Semi
2017	Mack	2226	CXU613 Semi
2017	Mack	2875	CXU613 Semi
2017	Mack	2876	CXU613 Semi
2017	Mack	2149	CXU613 Semi
2017	Mack	2150	CXU613 Semi
2017	Mack	2151	CXU613 Semi
2017	Mack	2224	CXU613 Semi
2017	Mack	3963	CXU613 Semi
2017	Mack	3965	CXU613 Semi
2017	Mack	3966	CXU613 Semi
2017	Mack	4314	CXU613 Semi
2017	Mack	4317	CXU613 Semi
2017	Mack	4316	CXU613 Semi
2017	Mack	4325	CXU613 Semi
2016	Mack	7002	CXU613 Semi
2016	Mack	1873	CXU613 Semi
2016	Mack	3074	CXU613 Semi
2016	Mack	4428	CXU613 Semi
2016	Mack	8000	CXU613 Semi
2016	Mack	5856	CXU613 Semi



SEMI TRACTORS



YEAR	MAKE	ID NO.	MODEL
2016	Mack	5288	CXU613 Semi
2016	Mack	7001	CXU613 Semi
2016	Mack	4325	CXU613 Semi
2016	Mack	8391	CXU613 Semi
2015	Mack	6558	CXU613 Semi
2015	Mack	6559	CXU613 Semi
2015	Mack	6560	CXU613 Semi
2015	Mack	6362	CXU613 Semi
2015	Mack	6661	CXU613 Semi
2015	Mack	6662	CXU613 Semi
2015	Mack	7284	CXU613 Semi
2015	Mack	7285	CXU613 Semi
2015	Mack	7286	CXU613 Semi
2015	Mack	7287	CXU613 Semi
2014	Mack	8240	CXU613 Semi
2014	Mack	8241	CXU613 Semi
2014	Mack	8242	CXU613 Semi
2012	Mack	4472	CXU613 Semi
2012	Mack	4500	CXU613 Semi
2012	Mack	4506	CXU613 Semi

YEAR	MAKE	ID NO.	MODEL
2012	Mack	4507	CXU613 Semi
2012	Mack	4508	CXU613 Semi
2010	Mack	1593	CXU613 Semi
2010	Mack	1594	CXU613 Semi
2010	Mack	1597	CXU613 Semi
2010	Mack	1601	CXU613 Semi
2010	Mack	1602	CXU613 Semi
2010	Mack	1599	CXU613 Semi
2010	Mack	1600	CXU613 Semi
2010	Mack	1596	CXU613 Semi
2010	Mack	1598	CXU613 Semi
2010	Mack	1826	CXU613 Semi
2008	Mack	2641	CXU613 Semi
2008	Mack	1265	CXU613 Semi
2008	Mack	1299	CXU613 Semi
2008	Mack	2646	CXU613 Semi
2008	Mack	2826	CXU613 Semi
2003	Mack	3702	CH613 Semi
2003	Mack	5059	CH613 Semi
2001	Mack	3842	CH613 Semi



END DUMP TRAILERS



YEAR	MAKE	ID NO.	CAPACITY
2020	Mac	5989	42 Yards
2020	Mac	5990	42 Yards
2020	Mac	5991	42 Yards
2020	Mac	5992	42 Yards
2020	Mac	5993	42 Yards
2020	Mac	5994	42 Yards
2019	Mac	7882	42 Yards
2019	Mac	7881	42 Yards
2019	Mac	7880	42 Yards
2019	Mac	7879	42 Yards
2019	Mac	7878	42 Yards
2019	Mac	7877	42 Yards
2019	Mac	7876	42 Yards
2019	Mac	7875	42 Yards
2019	Mac	7874	42 Yards
2019	Mac	7873	42 Yards
2019	Mac	7872	42 Yards
2019	Mac	7871	42 Yards
2019	Mac	7870	42 Yards
2019	Mac	7869	42 Yards
2019	Mac	7868	42 Yards
2019	Mac	7867	42 Yards
2019	Mac	7866	42 Yards
2019	Mac	7865	42 Yards
2019	Mac	7864	42 Yards

YEAR	MAKE	ID NO.	CAPACITY
2018	Mac	2699	42 Yards
2018	Mac	2700	42 Yards
2018	Mac	2701	42 Yards
2018	Mac	2702	42 Yards
2018	Mac	2703	42 Yards
2017	Stephens	4177	42 Yards
2017	Stephens	4178	42 Yards
2017	Mac	O115	42 Yards
2017	Mac	O114	42 Yards
2016	Mac	6704	42 Yards
2016	Mac	6703	42 Yards
2015	Mac	2932	42 Yards
2015	Mac	2931	42 Yards
2015	Mac	4255	42 Yards
2015	Mac	4254	42 Yards
2015	Mac	4253	42 Yards
2015	Mac	4252	42 Yards
2015	Mac	2363	42 Yards
2015	Mac	2368	42 Yards
2015	Mac	2365	42 Yards
2015	Mac	2366	42 Yards
2015	Mac	2367	42 Yards
2015	Mac	2364	42 Yards
2015	Mac	1157	42 Yards
2015	Mac	1156	42 Yards



END DUMP TRAILERS



YEAR	MAKE	ID NO.	CAPACITY
2011	MAC	9246	42 Yards
2011	TX PRIDE	4906	42 Yards
2010	MAC	8920	42 Yards
2010	MAC	8921	42 Yards
2010	MAC	8922	42 Yards
2010	MAC	8923	42 Yards
2010	MAC	8916	42 Yards
2010	Mac	8917	42 Yards
2010	Mac	8756	42 Yards
2010	Mac	8913	42 Yards
2010	Mac	8918	42 Yards
2010	Mac	8914	42 Yards
2010	Mac	8915	42 Yards

YEAR	MAKE	ID NO.	CAPACITY
2010	Mac	8919	42 Yards
2010	Mac	8754	42 Yards
2010	Mac	8755	42 Yards
2009	Mac	6714	42 Yards
2009	Mac	7145	42 Yards
2009	Alumatech	5629	42 Yards
2009	Alumatech	5630	42 Yards
2009	Alumatech	5631	42 Yards
2007	Warren	7854	42 Yards
2007	Warren	7855	42 Yards
2007	Warren	7815	42 Yards
2006	Warren	7777	42 Yards



WALKING FLOOR TRAILERS



YEAR	MAKE	ID NO.	CAPACITY
2020	Mac	4401	125 CY
2020	Mac	4402	125 CY
2020	Mac	4745	125 CY
2020	Mac	4744	125 CY
2020	Mac	4743	125 CY
2020	Mac	4742	125 CY
2019	Mac	6052	125 CY
2019	Mac	6053	125 CY
2019	Mac	6054	125 CY
2019	Mac	6055	125 CY
2019	Mac	6056	125 CY
2019	Mac	6057	125 CY
2019	Mac	6446	125 CY
2019	Mac	6447	125 CY

YEAR	MAKE	ID NO.	CAPACITY
2019	Mac	6448	125 CY
2018	Mac	0765	125 CY
2018	Mac	0766	125 CY
2018	Mac	3444	125 CY
2018	Mac	3445	125 CY
2017	Mac	9798	125 CY
2017	Mac	9797	125 CY
2017	Mac	9796	125 CY
2016	Mac	6836	125 CY
2016	Mac	6835	125 CY
2016	Mac	5696	125 CY
2016	Mac	5302	125 CY
2013	Mac	4310	125 CY
2012	Mac	2418	125 CY



CONVEYOR BOTTOM TRAILERS



YEAR	MAKE	ID NO.	CAPACITY
2014	Aulick	0273	47 Yds.
2014	Aulick	0274	47 Yds.
2014	Aulick	0276	47 Yds.
2013	Trinity	6075	47 Yds.
2013	Trinity	6076	47 Yds.
2012	Trinity	6050	47 Yds.
2012	Trinity	6051	47 Yds.
2012	Trinity	6052	47 Yds.
2012	Trinity	6053	47 Yds.

YEAR	MAKE	ID NO.	CAPACITY
2012	Trinity	6088	47 Yds.
2012	Trinity	6089	47 Yds.
2012	Trinity	6260	47 Yds.
2011	Trinity	6227	47 Yds.
2009	Trinity	6295	47 Yds.
2009	Trinity	6296	47 Yds.
2009	Trinity	6294	47 Yds.
2005	Trinity	6148	47 Yds.
2005	Trinity	6084	47 Yds.



SEMI TRANSPORT TANKERS



YEAR	MAKE	ID NO.	CAPACITY
2020	Stephens	4088	7,500 gallons
2020	Stephens	4089	7,500 gallons
2018	Stephens	4357	7,500 gallons
2016	Stephens	4264	7,500 gallons
2016	Stephens	4265	7,500 gallons
2016	Stephens	4278	7,500 gallons
2014	Stephens	4244	7,500 gallons
2014	Stephens	4245	7,500 gallons
2014	Stephens	4246	7,500 gallons
2014	Stephens	4553	7,500 gallons
2014	Stephens	4554	7,500 gallons
2014	Stephens	4555	7,500 gallons
2014	Stephens	4556	7,500 gallons
2013	Imperial	0001	7,500 gallons
2012	Stephens	4346	7,500 gallons
2012	Stephens	4347	7,500 gallons
2012	Stephens	4348	7,500 gallons
2012	Stephens	4349	7,500 gallons
2012	Stephens	4350	7,500 gallons
2011	Stephens	4253	7,500 gallons
2010	Stephens	4058	7,500 gallons
2010	Stephens	4059	7,500 gallons
2010	Stephens	4060	7,500 gallons
2010	Stephens	4061	7,500 gallons

YEAR	MAKE	ID NO.	CAPACITY
2010	Stephens	4062	7,500 gallons
2010	Stephens	4063	7,500 gallons
2010	Stephens	4057	7,500 gallons
2010	Stephens	4058	7,500 gallons
2010	Stephens	4059	7,500 gallons
2010	Stephens	4060	7,500 gallons
2010	Stephens	4061	7,500 gallons
2010	Stephens	4062	7,500 gallons
2010	Stephens	4063	7,500 gallons
2010	Stephens	4057	7,500 gallons
2010	Stephens	4056	7,500 gallons
2010	Stephens	4055	7,500 gallons
2010	Stephens	4054	7,500 gallons
2009	Stephens	4254	7,500 gallons
1974	Heil	5282	7,500 gallons
1974	Fruehauf	8511	7,500 gallons
1974	Heil	6489	7,500 gallons
1973	Heil	4479	7,500 gallons
1973	Heil	4507	7,500 gallons
1973	Fruehauf	6205	7,500 gallons
1972	Fruehauf	9301	7,500 gallons
1972	Trailmobile	0586	7,500 gallons
1971	Fruehauf	6003	7,500 gallons
1967	Fruehauf	4403	7,500 gallons



DUMP TRUCKS & ROLL OFFS



YEAR	MAKE	ID NO.	TYPE
2018	Mack	9208	Roll-Off
2018	Mack	9209	Quad-Axle
2018	Mack	9210	Quad-Axle
2016	Mack	6180	Roll-Off
2014	Mack	9378	Quad-Axle
2014	Mack	9379	Quad-Axle
2014	Mack	9803	Quad-Axle

YEAR	MAKE	ID NO.	TYPE
2014	Mack	9807	Quad-Axle
2013	Mack	7175	Quad-Axle
2013	Mack	7176	Quad-Axle
2011	Mack	3956	Roll-Off
2007	Mack	0576	Tri-Axle
2007	Mack	0580	Tri-Axle
2004	Mack	0547	Tri-Axle



ROLL OFF BOXES



YEAR	MAKE	ID NO.	TYPE	YEAR	MAKE	ID NO.	TYPE
2012	E-Pak	1945	Rolloff Box	2010	Galbreath	5670	Rolloff Box
2012	E-Pak	9412	Rolloff Box	2010	Galbreath	5671	Rolloff Box
2012	Cascade	1011	Rolloff Box	2010	Galbreath	5672	Rolloff Box
2012	Cascade	1012	Rolloff Box	2010	Galbreath	5673	Rolloff Box
2011	Galbreath	5982	Rolloff Box	2010	E-Pak	935	Rolloff Box
2011	Galbreath	5983	Rolloff Box	2010	E-Pak	934	Rolloff Box
2011	E-Pak	9411	Rolloff Box	2008	Galbreath	4549	Rolloff Box
2010	Galbreath	5674	Rolloff Box	2008	Galbreath	4550	Rolloff Box
2010	Galbreath	5664	Rolloff Box	2008	Muller	0128	Rolloff Box
2010	Galbreath	5675	Rolloff Box	2005	Galbreath	7575	Rolloff Box
2010	Galbreath	5676	Rolloff Box	2005	Galbreath	7576	Rolloff Box
2010	Galbreath	5667	Rolloff Box	2005	Galbreath	7577	Rolloff Box
2010	Galbreath	5668	Rolloff Box				



PICKUP TRUCKS



YEAR	MAKE	ID NO.
2020	Chevy	6490
2020	Ford	8122
2020	Ford	7622
2020	Ford	5094
2020	Ford	7776
2020	Chevy	1871
2019	Chevy	6193
2019	Ford	0008
2018	GMC	7375
2018	Chevy	1138
2018	Chevy	1145
2018	Chevy	5484
2018	Ford	6882
2018	Chevy	4677
2018	Chevy	5923
2017	Ford	3724
2017	Chevy	3686
2017	Chevy	9786
2017	Chevy	9239
2017	GMC	5288
2017	Ford	4505
2017	Chevy	7721
2017	Chevy	9456
2017	Chevy	0388

YEAR	MAKE	ID NO.
2016	Chevy	2826
2016	Chevy	4581
2016	Chevy	3388
2016	Chevy	1159
2016	Chevy	7991
2016	Chevy	2397
2015	Dodge	9110
2015	Chevy	9635
2014	Ford	2455
2014	Chevy	3728
2013	Chevy	0261
2013	Chevy	5179
2013	Chevy	2551
2012	Chevy	8417
2012	Chevy	8311
2012	Dodge	9856
2011	Ford	9359
2011	Ford	1824
2011	Chevy	0434
2011	Chevy	1078
2010	Chevy	1238
2009	Chevy	3096
2008	Ford	7222
2007	Ford	2040



YARD TRUCKS



YEAR	MAKE	ID NO.	DESCRIPTION
2006	Ottawa	2155	Yard Spotter
2002	Ottawa	3677	Yard Spotter
2002	Ottawa	3476	Yard Spotter
2002	Ottawa	0410	Yard Spotter
1998	Ottawa	7571	Yard Spotter
1998	Ottawa	0972	Yard Spotter
1997	Ottawa	0372	Yard Spotter
1987	Ottawa	2634	Yard Spotter



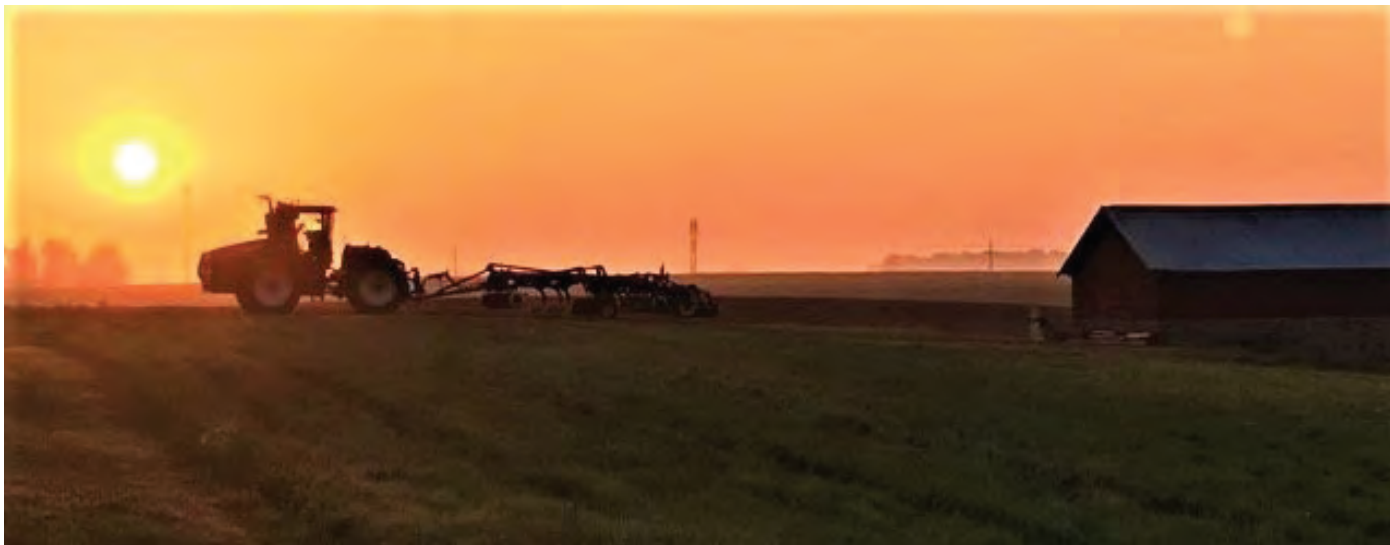
TRACTORS



YEAR	MAKE	ID NO.	DESCRIPTION
2017	John Deere	0372	Tractor
2016	Massey	8737	Tractor
2015	John Deere	2506	Tractor
2015	Case	8712	Tractor
2014	Case/IH	8418	Tractor
2012	Massey	8690/8056	Tractor
2011	Massey	8680/2047	Tractor
2009	Case/IH	7408/275	Tractor
2005	John Deere	7700	Tractor
2004	John Deere	8420/5704	Tractor
2001	John Deere	8310/3926	Tractor
1993	John Deere	7600/3727	Tractor
1978	John Deere	4430/7575	Tractor
1977	John Deere	4430/8761	Tractor
1975	John Deere	4430/74H20	Tractor
1973	John Deere	4430/1995	Tractor
1973	John Deere	7800/8570	Tractor



FARM EQUIPMENT



YEAR	MAKE	ID NO.	DESCRIPTION	YEAR	MAKE	ID NO.	DESCRIPTION
2002	Bush Hog	1865	84" Bush Hog	2008	Case	9214	IH Offset Disk
2001	Bush Hog	0430	15' Bush Hog	2018	ExMark	1324	Mower
2017	John Deere	6674	6120R Cab Tractor	2018	ExMark	1335	Mower
2015	Krause	4518	Chisel/Dominator	2005	John Deere	3687	Mower
2013	Brillion	0604	Cultipacker	2005	John Deere	0001	Mower & Sprayer
2012	Sunflower	0186	Cultivator	1997	JD	3420	Mulch Tiller
2011	Great Plains	3010	Drill	2015	Case IH	2292	Planter
2016	Dalton	0481	Fertilizer Spreader	2005	Case	9140	Red H.D. Offset Disk
2005	Krause	1761	Finshing Disk	2016	Unverferth	1509	Rolling Basket
2016	JD	1289	Gator	2015	Kubota	Bessie	RTV400CI
2012	JD	0026	Gator	2010	Titan	3192	Seed Tender
2017	Seal Built	3169	120Ha-Ex Grade-Max Grader	2017	Honda	0409	Speedy Soil Sampler
2017	John Deere	5712	Grain Table Cart	2017	Kuhn-Krause	0705	Tillage System "Excelerator" 8005
2017	Drago	0617	GT Series Cornhead	2017	Falc	4046	Tiller
2017	Hardee	5550	Hardee Ditch Bank Mower	2017	Falc	4047	Tiller
1964	Hmde	1750	Hose Humper				





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 100 Carmel IN 46032	CONTACT NAME: Carrie Bolton PHONE (A/C, No, Ext): (317) 846-5554 E-MAIL ADDRESS: cbolton@shepherdins.com FAX (A/C, No): (317) 846-5444																					
INSURED Merrell Bros., Inc. 8811 W 500 N Kokomo IN 46901	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B:</td><td>Great Divide Insurance Company</td><td>25224</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company	17370	INSURER B:	Great Divide Insurance Company	25224	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL208412532**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ECP2029838-11	08/15/2020	08/15/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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MED EXP (Any one person)	\$ 5,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP2029840-11	08/15/2020	08/15/2021	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			FFX2029841-12	08/15/2020	08/15/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																				
AGGREGATE	\$ 10,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WCA2029839-11	08/15/2020	08/15/2021	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Contractors Pollution Liability (Occurrence)			ECP2029838-11	08/15/2020	08/15/2021	<table><tr><td>Each Pollution Condition</td><td>\$1,000,000</td></tr></table>	Each Pollution Condition	\$1,000,000												
Each Pollution Condition	\$1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Environmental Combined Policy: Additional Insured - Blanket Form ECP 1004 08 16 Included; Waiver of Subrogation Form ENV 2004 06 18 Included / Business Auto Policy: Business Auto - Additional Insured When Required By Contract or Agreement Form BSUM CA 06 02 13 Included; Primary & Noncontributory - Other Insurance Condition Form CA 04 49 11 16 Included; Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation) Form CA 04 44 10 13 Included / Workers' Compensation Policy: Waiver of Our Right To Recover From Others Endorsement Form WC 00 03 13 04 84 / Excess Liability Policy: Follow Form Excess Liability Schedule of Underlying Insurance Form FFX 8002 07 18 Included.

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carrie Bolton

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MERRELL BROS.®

A Biosolids Management Corporation

MISSION STATEMENT

Merrell Bros., Inc. is a family business owned by God. We are part of His family and pray that you are too. Jesus said in John 11:25, "I am the resurrection and the life. He who believes in me will live, even through he dies; and whoever lives by believing in me will never die." Do you believe this? If you do, thank you for being a part of His family. If not, we ask that you will consider allowing Jesus Christ to be a part of your life. None of the work done on this earth is for this world alone. With the help and guidance of the Holy Spirit, we help build the Kingdom. Yes, even through biosolids management, all work is done for His glory.

HOW DO YOU GET TO HEAVEN?

1. Confess to God that you are a sinner deserving of judgment. (Romans 3:23 & 6:23)
2. Believe in your heart that Jesus Christ died for your sins and that He rose again on the third day. (Romans 10:9-10)
3. Now pray this prayer: Lord Jesus, I am a sinner deserving of eternal damnation. Believing that you died for me and rose again, I now call upon your name and ask you to save me, Amen.

We all fall short of the glory of God, but God's gift of sending His son gave us this promise of salvation. God gave us the choice to choose to accept the gift – it cannot be worked for, bought, or earned. All we have to do is ask.

To GOD Be Glory!



MERRELL BROS., INC.

8811 West 500 North
Kokomo, IN 46901
Toll Free: (800)663-8830
Phone: (574)699-7782
Fax: (574)699-7478
www.merrellbros.com



ITB #: 2021-04



Sludge Hauling – Continuous Services for 36 Months

April 7th, 2021

2:00 p.m. EST

Submitted By:



4050 Dundee Rd., Winter Haven, FL 33884

Ph: 863-656-5405 Fax: 863-656-5399



Documents Included in this Bid Submittal

- Letter of Transmittal/Cover Letter
- Forms
 - Form 1: Bid Tender Form
 - Form 2: Bid Award Notice
 - Form 3: Required Disclosure
 - Form 4: Drug-Free Workplace Compliance
 - Form 5: Non-Collusion Affidavit
 - Form 6: Non-Bankruptcy Affidavit
 - Signed Addenda
 - Addendum #1
 - Addendum #2
 - Addendum #3
- Business Documents
 - Corporate Resolution Document
 - Florida Department of State Certification
 - Sunbiz License – Florida License
 - Local Business Tax Receipt
 - W-9
- References
 - Table of References
 - References



4050 Dundee Road
Winter Haven, FL 33884
863-656-5405

April 6th, 2021

City of Jacksonville Beach
Property and Procurement
1460A Shetter Ave.
Jacksonville Beach, FL 32250

RE: ITB #2021-04 – Sludge Hauling – Continuous Services for 36 Months

Dear Sir and/or Madam:

Revinu, Inc. (Revinu) is delighted to respond to the Invitation to Bid #2021-04 for the Sludge Hauling – Continuous Services for 36 Months for the Jacksonville Beach Wastewater Treatment Facility. We have analyzed the ITB and are pleased to submit our proposal for your review.

Our proposal is built on proven, success-based, methodologies for providing reliable biosolids transportation services to the City, and we know the City of Jacksonville Beach will not find a more reliable biosolids hauling firm in Florida than Revinu. Revinu's Florida operations maintain contracts with both cities and counties providing biosolids hauling services along with multiple biosolids reuse and disposal options. One of our many satisfied clients that you may be familiar with locally, is the Jacksonville Energy Authority.

We appreciate this opportunity to respond to the City's invitation to bid. Please contact me directly at 863-270-5255 or email at lrossiter@revinu.com should you have any questions regarding our proposal.

Regards,

A handwritten signature in black ink, appearing to read "L. Rossiter".

Lorrie Rossiter
Regional Sales Manager



BID FORMS

FORM 1: BID TENDER FORM (page 1 of 4)

BID: 2021-04 Sludge Hauling - Continuous Services for 36 Months

BID DATE: _____ April 7th , 2021

TO: _____ THE CITY OF JACKSONVILLE BEACH, FLORIDA

FROM: _____ Revinu Inc

_____ 4050 Dundee Road

_____ Winter Haven, FL 33884

Submitter is solely responsible for developing / determining / verifying for this contract work all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide satisfactory fully completed contract work under the provisions of the ITB to the City's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other contract related work and/or cost / expense that is not listed, and all of which shall be the basis for the respondent's **Unit Price Bid** for each **Item**.

Bidder must provide a price on each item listed. All entries in the entire proposal must be made clearly in ink. Unit Prices bid must be written in figures. Bidder must insert Extended Prices obtained by multiplying the Estimated Quantities times the Unit Prices. In case of errors, **Unit Prices** will govern. The corrected **Extended Prices** and corrected **Grand Total Price for all Bid Items Combined** will be used to determine the lowest, qualified bidder. Bid Proposals in which the prices obviously are unbalanced may be rejected by the City at its sole discretion.

FORM 1: BID TENDER FORM (page 2 of 4)

ITEM DESCRIPTION: BASE BID ITEM (Unit Price Contract for continuing services)

Unit Price Contract shall include the following items. Contractor shall be required to perform Sludge Hauling Services on a regular basis. Unit Price per Load or per Ton shall include the cost of providing equipment, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, labor, all taxes, and all incidentals necessary to provide for the collecting and hauling of "Type B" sludge (13% to 15% Dry Solids) with an average of 22.5 tons per year as described and required in these specifications.

The quantity below reflects an estimated amount to be hauled during a one (1) year period.

<u>Item</u>	<u>Estimated Quantity</u> (Tons Per Year)	<u>Unit Price per Ton</u>	<u>Extended Price</u> (Total Base Bid)	<u>Location</u>
1	3250	\$ 25.91	\$ 84,207.50	Trail Ridge Landfill
2	3250	\$ N/A	\$ N/A	or Alternate Location
Alternate Location:		N/A		

Estimated Quantities are for bidding purposes only

NOTE: The Proposer acknowledges and verifies that the Unit Price per Load that is tendered **DOES NOT** include costs for Landfill Tipping (Dumping) Fees, for which the CONTRACTOR WILL NOT be charged when hauling sludge for the CITY.

In accordance with the Invitation to Bid to Provide Sludge Hauling Services for 36 Continuous Months for the City of Jacksonville Beach, Florida, subject to the Specifications and Addenda, if any, all of which are made a part of the Proposal, thereof, the undersigned hereby submits the Total Base Bid as follows:

TOTAL BASE BID: \$ 84,207.50 (Numerals)

Eighty-four thousand, two hundred seven dollars, and fifty cents (Written)

The above said figure is understood to be the basis for establishing the amount of Bid and for comparison of Bids only.

It is understood and accepted by the Proposer that this price is based on Estimated Quantities of service. If selected, it is understood that compensation shall be based on actual service orders. The City reserves the sole prerogative whether or not to order / contract for any and all Base Bid Item(s) listed in this proposal, to determine the Quantity to be ordered, and when the work is to be done, all in the best interests of the City.

The Proposer agrees that this Bid Proposal shall be good and may **not be withdrawn for a period of 90 days after the opening of the bids**. The Proposer understands that the CITY reserves the right to reject all proposals, and waive informalities in submitted proposals.

FORM 1: BID TENDER FORM (page 3 of 4)

The Bidder understands that the CITY reserves the right to: 1) reject all bids and waive informalities in the bids, and 2) award the total base bid to the lowest, qualified bidder, or award each bid item to its lowest, qualified bidder, or award any combination in between, is in the best interests of the CITY.

ADDENDA RECEIPT VERIFICATION

Bidder shall acknowledge receipt of all addenda, if any, to the Invitation to Bid/Request for Proposal, by filling in Addenda Numbers and dates below.

Addendum #: <u>1</u>	Dated: <u>03/09/2021</u>	Addendum #: <u>3</u>	Dated: <u>03/29/2021</u>
Addendum #: <u>2</u>	Dated: <u>03/12/2021</u>	Addendum #: <u> </u>	Dated: <u> </u>

BID/PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Bid Submittal Package in response to this Invitation-to-Bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
[<u>DB</u>]	1	<i>BID TENDER FORM</i> (completed Pages 38 thru 41)
[<u>DB</u>]	2	<i>BID AWARD NOTICE FORM – Mandatory Cover Sheet</i> (completed Page 42)
[<u>DB</u>]	3	<i>REQUIRED DISCLOSURE FORM</i> (completed Page 43)
[<u>DB</u>]	4	<i>DRUG-FREE WORKPLACE COMPLIANCE FORM</i> (completed Page 44)
[<u>DB</u>]	5	<i>NON-COLLUSION AFFIDAVIT</i> (completed Page 45)
[<u>DB</u>]	6	<i>NON-BANKRUPTCY AFFIDAVIT</i> (completed Page 46)
[<u>DB</u>]		<i>ATTENDED PRE-BID ON-SITE MEETING.</i> Although <u>not mandatory</u> for bidding on this ITB, all interested bidders are highly encouraged to attend to gain as much information as possible.
[<u>DB</u>]		<i>BIDDER REFERENCES LIST / QUALIFICATIONS</i> (See page 27, Section C Paragraph D, titled "References / Qualifications of CONTRACTOR")
[<u>DB</u>]		<i>W9</i> (Attach completed and signed form, which can be obtained from www.irs.gov)
[<u>DB</u>]		<i>LOCAL BUSINESS TAX RECEIPT</i> (attach copy)

NOTE: Please INITIAL Check-Off of each document / activity / requirement that is attached to the Bid Tender Form and/or is required by the ITB and/or Addenda.

By: Donna Birt
Signature of Authorized Submitter

Chief Financial Officer
Title (typed or neatly printed)

SUBMITTED BY: Donna Birt
Typed/Printed Name of Authorized Submitter

DATE: 4/5/2021

FORM 1: BID TENDER FORM (Page 4 of 4)

COMPANY NAME: Revinu Inc.

ADDRESS: 4050 Dundee Road

CITY, STATE & ZIP CODE: Winter Haven, FL 33884

TELEPHONE NUMBER: 863-656-5405

LICENSE NUMBER: 83-2532690

(If Corporation, President, Secretary and Treasurer identification)

PRESIDENT: Thomas Anderson

SECRETARY: Gregory Hatten

TREASURER: Gregory Hatten

SEAL: (if Bid/Proposal is by a Corporation.)

FORM 2: BID AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the bidder. The bidder is to submit the form to the CITY along with the Bid Tender Form and other required documents.

1. Company Name: Revinu Inc.
2. Address: 4050 Dundee Road
3. City, State & Zip: Winter Haven, FL 33884
4. Attention: Lorrie Rossiter
5. Phone: 863-270-5255
6. E-mail address: LRossiter@Revinu.com

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of **BID No. 2021-04** per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the bidder of the Notice of Intent to Submit Bid for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded BID or combination of BID Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your bid.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3: REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

None

Signed: Donal But

Title: Chief Financial Officer

Contractor: Revinu Inc.

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

Donna Birt, being first duly sworn deposes and says that:

1. He (it) is the Chief Financial Officer, of Revinu Inc. the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any bidder firm, or person to fix the price or prices in the attached bid or of any other bidder or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Bidders, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: Donna Birt

Sworn and subscribed to before me this 5 day of APRIL, 2021,
in the State of FLORIDA, County of POCK.

WARREN ARMSTRONG Notary Public

My Commission Expires: 3-1-2025



FORM 6: NON-BANKRUPTCY AFFIDAVIT

BID #: 2021-04 Sludge Hauling - Continuous Services for 36 Months

STATE OF Florida)

COUNTY OF Polk)

Donna Birt is an officer and member of
the firm of Revinu Inc., being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **BID No. 2021-04**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Donna Birt
Affiant Signature

Sworn to before me this 5 day of April, 20 21 by WARREN ARMSTEAD
(Name of affiant)

DONNA L. BIRT

He/She is personally known to me or has produced _____ as identification.

Warren Armstead
Signature of Notary

WARREN ARMSTEAD

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:

3/1/2025



ADDENDUM No. 1

Bid No.: 2021-04
Title: Sludge Hauling

The purpose of Addendum No. 1 to Bid No. 2021-04 Sludge Hauling is to extend the **bid date by two (2) weeks to April 7, 2021**, provide additional information and answer the questions submitted.

Contractors will haul sludge to the Trail Ridge Landfill or an alternate disposal site as approved by Public Works staff and City Council. Contractors shall identify the alternate site location on FORM 1: BID TENDER FORM (page 2 of 4). All Indianhead disposal site references will be changed as follows:

SECTION C: TECHNICAL SPECIFICATIONS

A. Objective:

Haul the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234 or Alternate location as approved by Public Works staff and City Council. ~~Delete Indianhead-Biomass LLC, 2020 Country Road 214, Saint Augustine, Florida 32084.~~

B. Scope of Services:

CONTRACTOR will be called by the City of Jacksonville Beach ("CITY") on an as-needed basis to haul "Type B" sludge (13% to 15% Dry Solids) from the Jacksonville Beach Pollution Control Plant, located at 910 South 10th Street, and deliver to the approved Jacksonville Landfill or Alternate location. ~~Delete Indianhead-Biomass.~~

G. Intent:

2. Transport the sludge periodically to the sludge disposal site (currently Jacksonville's Trail Ridge Landfill, 5110 U.S. Highway 302, Jacksonville, Florida 32234) or Alternate location as approved by Public Works staff and City Council. ~~Delete Indianhead-Biomass located at 2020 Country Road 214, Saint Augustine, Florida 32084.~~

This letter, in turn, will be given to the appropriate personnel at the approved Jacksonville Landfill or Alternate location with each delivery ~~Delete Indianhead-Biomass.~~

4. Sludge Disposal Site: The CONTRACTOR shall dispose of the sludge at the approved Jacksonville Landfill, which is currently located at 5110, U.S. Highway 302, south of Baldwin, Florida, known as the Trail Ridge Landfill or Alternate location as approved by Public Works staff and City Council. ~~Delete Indianhead-Biomass located at 2020 Country Road 214, Saint Augustine, Florida 32084.~~

Question 1:

How many loads total were hauled last year?

Answer 1:

123 loads

Question 2:

How many went to Trail Ridge vs IndianHead?

Answer 2:

None, Indian head is a new alternate location provided this year.

Question 3:

Who has the business now, at what Cost Per Ton?

Answer 3:

Merrell Bros., Inc.; \$497.43/per load. The average was 22.5 ton/load.

Question 4:

Is # tons per load verified by scale tickets?

Answer 4:

Yes.

Question 5:

Are there any tipping fees?

Answer 5:

Tipping fees for Indianhead Biomass will be billed directly to the City. The contractor will not be charged tipping (dumping) fees when hauling sludge for the City. Respondents are not to include this fee in their pricing.

Question 6:

How many references are requested?

Answer 6:

List a minimum of three (3) references demonstrating the company's experience in providing Sludge Hauling Services and/or similar services.

Question 7:

Question as it pertains to insurance. P18 - paragraph "Excess or Umbrella Liability Coverage" States:

Umbrella Liability Insurance is preferred, but an Excess Liability Equivalent may be allowed. ..."

If a company does not have a \$1 Million dollar Umbrella Policy, but has: \$3 Million General Liability, \$3M Pollution, \$3M Products, \$3M Personal and Adv Injury. Will that be allowed as stated in the bid document?

If a separate Umbrella policy is required, it will add significantly to the job price. Companies can offer a better price if not required to get an Umbrella policy just for this piece of work.

Answer 7:

Yes. The alternative limits/structure as proposed are accomplishing the same intention that the requirement is asking for in the bid specifications.

Question 8:

Please confirm, the hauling contractor needs to enter into an agreement with Indianhead Biomass directly. That is Indianhead Biomass will not accept loads from all contractors, only those that are approved by Indianhead.

Answer 8:

See additional information provided above.

Question 9:

Please confirm Indianhead Biomass is an option to some (or one contractor), but may not be available to all contractors, and only those with private agreements with Indianhead directly. Those contractors that aren't in agreement with Indianhead will go to the landfill, per the City's existing agreements with the Trail Ridge Landfill.

Answer 9:

See additional information provided above.

Question 10:

Please confirm the City will not pay a detention fee, or a waiting for, for any time spent waiting at the landfill for loads to be dumped, even if that time exceeds 2 hours?

Answer 10:

The City shall pay Contractor the unit price per ton identified in FORM 1: BID TENDER FORM (page 2 of 4). The Unit Price per Load or per Ton shall include the cost of providing equipment, fuel, equipment maintenance, wear & tear of equipment, insurance, tools, transportation, supervision, supplies, labor, all taxes, and all incidentals necessary to provide for the collecting and hauling of "Type B" sludge (13% to 15% Dry Solids) with an average of 22.5 tons per year as described and required in these specification. No additional fee (s) or waiting time will be paid in conjunction with the Unit Price per Ton.

Question 11:

Please confirm that bidders should not bid with the assumption they will be able to take biosolids to Indianhead Biomass. Only those with preexisting agreements can frequent Indianhead. The bidders should not bid with the assumption that Indianhead will receive work from any company, but only those with private agreements to utilize their facility.

Answer 11:

See additional information provided above.

Question 12:

The City is allowing for those contractors with pre-existing agreements to go to Indianhead, to use that as another option instead of the landfill option the City has utilized for years, but the City is not suggesting that all contractors should assume they can utilize this outlet, and should bid with only the outlets available to them, correct?

Answer 12:

See additional information provided above.

COMPANY NAME: Revinu Inc

ADDRESS: 4050 Dundee Road

CITY, STATE & ZIP: Winter Haven, FL 33884

SUBMITTED BY: Donna Birt TITLE: Chief Financial Officer
Printed name of authorized submitter

SIGNATURE: Donna Birt

DATE: 4/5/2021

ADDENDUM No. 2

Bid No.: 2021-04
Title: Sludge Hauling

The purpose of Addendum No. 2 to Bid No. 2021-04 Sludge Hauling is to **extend the deadline to submit questions by two (2) weeks to March 26, 2021.**

The revised anticipated schedule for this Bid is as follows:

Deadline to Submit Questions	26-March-2021
Addendum (if necessary) Issued	31-March-2021
Submission Deadline	7-April-2021
Bids Opened	7-April-2021

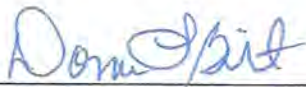
COMPANY NAME: Revinu Inc.

ADDRESS: 4050 Dundee Road

CITY, STATE & ZIP: Winter Haven, FL 33884

SUBMITTED BY: Donna Birt TITLE: Chief Financial Officer
Printed name of authorized submitter

SIGNATURE:



DATE: 4/5/2021

ADDENDUM No. 3

Bid No.: 2021-04
Title: Sludge Hauling

The purpose of Addendum No. 3 to Bid No. 2021-04 Sludge Hauling is to answer the questions submitted.

Question 1:

Can you please provide a copy of the current contract?

Answer 1:

See attachment.

Question 2:

How many trailers can be staged on site?

Answer 2:

2-3

Question 3:

Are there any seasonal fluctuations in the biosolids volumes produced by the plant?

Answer 3:

In the summer, we produce more product due to the bugs multiplying more. During the winter, volume is lower.

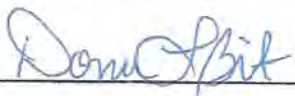
COMPANY NAME: Revinu Inc.

ADDRESS: 4050 Dundee Road

CITY, STATE & ZIP: Winter Haven, FL 33884

SUBMITTED BY: Donna Birt TITLE: Chief Financial Officer
Printed name of authorized submitter

SIGNATURE:



DATE: 4/5/2021



BUSINESS DOCUMENTS

**CORPORATE RESOLUTION (OR SUBSTITUTE YOUR ENTITY'S LEGAL EQUIVALENT
PROVIDED BY VENDOR)**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Revinu Inc, INCORPORATED.

AT THE MEETING OF THE DIRECTORS OF Revinu Inc,
INCORPORATED, DULY NOTICED AND HELD ON March 26th, 2021,
A QUORUM BEING PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT Donna Birt, Chief Financial Officer, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF
THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH
THE CITY OF KENNER OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR
AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS,
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE
AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO
THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY
RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO
BE A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN REVOKED
OR RESCINDED.



SECRETARY-TREASURER

DATE: 03/26/2021

State of Florida

Department of State

I certify from the records of this office that REVINU INC is a corporation organized under the laws of the State of Florida, filed on November 14, 2018.

The document number of this corporation is P18000093372.

I further certify that said corporation has paid all fees due this office through December 31, 2018 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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



A handwritten signature in black ink, appearing to be "A. I. S.", written over a horizontal line.

Secretary of State

Tracking Number: 0487519260CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
REVINU INC

Filing Information

Document Number P18000093372
FEI/EIN Number 83-2532690
Date Filed 11/14/2018
State FL
Status ACTIVE

Principal Address

4050 Dundee Road
WINTERHAVEN, FL 33884

Changed: 03/19/2019

Mailing Address

4050 Dundee Road
WINTERHAVEN, FL 33884

Changed: 03/19/2019

Registered Agent Name & Address

ANDERSON, THOMAS M
4050 Dundee Road
WINTERHAVEN, FL 33884

Address Changed: 03/19/2019

Officer/Director Detail

Name & Address

Title CEO / President

Anderson, Thomas
4050 Dundee Road
WINTERHAVEN, FL 33884

Title VP

Hatten, Gregory
4050 Dundee Road
WINTERHAVEN, FL 33884

Title CFO

Birt, Donna
4050 Dundee Road
WINTERHAVEN, FL 33884

Annual Reports

Report Year	Filed Date
2019	03/19/2019
2019	12/02/2019
2020	03/18/2020

Document Images

03/18/2020 -- ANNUAL REPORT	View image in PDF format
12/02/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
11/14/2018 -- Domestic Profit	View image in PDF format

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO 229303

CLASS: A

OWNER NAME
THOMAS M ANDERSON

EXPIRES: 9/30/2021

BUSINESS NAME AND MAILING ADDRESS

REVINU INC

4050 DUNDEE RD
WINTER HAVEN, FL 33884

LOCATION
4050 DUNDEE RD
WINTER HAVEN

CODE	ACTIVITY TYPE
480000	LTD TRANSPORTATION

PROFESSIONAL LICENSE (IF APPLICABLE)

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE
CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1205994.0001-0001 09/01/2020 08/28/2020 MHH 12 31.50

TC301F-20

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Revinu Inc.

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) ►

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.

4050 Dundee Rd

6 City, state, and ZIP code

Winter Haven, FL 33884

Requester's name and address (optional)

7 List account number(s) here (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.

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.

Social security number

____ - ____ - ____

or

Employer identification number

8 3 - 2 5 3 2 6 9 0

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 ►

Don L. Bit

Date ►

2/2/2021

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.

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.

REFERENCES

TABLE OF REFERENCES FOR:

Revinu Inc. – Biosolid Distribution Services, LLC – Sweetwater Environmental, Inc.

<u>Client/Municipality</u>	<u>Contact Information</u>	<u>Type of Services Provided</u>	<u>Years Servicing</u>
Florida Keys Aqueduct Authority	Daniel Price 305-712-0067 dprice@fkaa.com	Transfer, Collection, Storage, Transportation, Disposal of Sludge/Septic	17
City of Hollywood	Coy Mathis 954-921-3288 cmathis@hollywoodfl.org	Removal, Storage and Land Application of Class AA Biosolids	16
City of Orlando – Con I	Steve Shelnutt 407-246-4119 Steve.shelnutt@cityoforlando.net	Hauling, Land Appliation or Reuse of Wastewater Residuals	10
City of Orlando – Con II	Steve Shelnutt 407-246-4119 Steve.shelnutt@cityoforlando.net	Hauling, Land Application or Reuse of Wastewater Residuals	10
Hillsborough County	Jim Conley 813-539-3845 conleyj@hillsboroughcounty.org	Biosolids Management Services	3
Jacksonville Electric Authority (JEA)	Peter Blackley 904-449-6825 blacpj@jea.com	Disposal of Domestic Wastewater Treatment Biosolids	2.5
Broward County	Don McCune 954-709-1461 dmccune@broward.org	Disposal of Sludge and Septic	1
Miami-Dade County	Eduardo Gonzalez 786-510-3861 Eduardo.gonzalez@miamidade.gov	Hauling, Land Application or Reuse of Wastewater Residuals	7
South Central Regional Wastewater Treatment Facility	Doug Levine 954-995-7426 dlevine@scrwwtp.org	Disposal of Domestic Wastewater Treatment Biosolids	3
Sebring	Mary-Jane Faircloth 863-381-8844	Disposal of Domestic Wastewater Treatment Biosolids	6
City of Shreveport	West Wyche 318-673-6072 env@shreveportla.gov	Collection of Class EQ Stabilized Biosolids	6



Project Highlights:

- ✓ Project Name: Removal, Storage, and Land Application of Stabilized Biosolids
- ✓ Contract Amount: \$6,500,000 (Five Years)
- ✓ Date Work Performed: 01/01/05 - Ongoing
- ✓ # of Hauls/Month: 200 Loads/Month

Summary:

In January 2005, the Schwing Organization and Biosolid Distribution Services, LLC (BDS)/Sweetwater Environmental Services, Inc. worked together as a joint venture to provide the City of Hollywood with a world class operation as a capital improvement project that allowed the City to produce Class AA material at their Hollywood, FL facility.

BDS/Sweetwater completes the biosolids management cycle by assuming the responsibilities of hauling, beneficial reuse and disposal for the entire project along with marketing and distributing the Class AA end product. Biosolid Distribution Services, LLC has been successfully performing those services continuously to this day. The current biosolids management hauling contract is dated February 15, 2020 and was renewed for another five-year year term.

Municipality/Client:

City of Hollywood, Florida
1621 North 14th Ave.
Hollywood, FL 33022

Operations Contact:

Mr. Coy Mathis
Plant Operations
Phone: 954-921-3288
Email: cmathis@hollywoodfl.org



Project Highlights:

- ✓ Project Name: Hauling, Land Application, or Reuse of Wastewater Residuals
- ✓ Contract Amount: \$750,000 (Three Years)
- ✓ Date Work Performed: 04/01/11 - Ongoing
- ✓ Number of Hauls/Month: 140 Loads/Month

Since April 2011, Biosolids Distribution Services, LLC (BDS)/Sweetwater Environmental has provided all equipment and labor to properly and successfully execute the hauling, land application, or reuse of all liquid domestic wastewater sludge or dewatered domestic cake residuals. BDS has been awarded multiple contracts for the City of Orlando's various classifications of biosolids.

Following, is a Description of Work for the City of Orlando's Domestic Wastewater Residuals:

Class B Biosolids: The Class "B" five-year contract for the Iron Bridge Water Reclamation Facility was executed in April, 2011. BDS successfully land applied the Class "B" at State of Florida permitted domestic Biosolids Management Facilities thru April, 2016. During the (5) five-year contract, BDS land applied over 300,000 Class B wet tons.

Raw Liquid Biosolids: Since April 2011, BDS was contracted to haul the raw liquid from Water Conserv I's facility to their Iron Bridge Water Reclamation Facility for dewatering and processing. BDS transfers 20-22 tankers of raw liquid weekly and has transferred 48,000,000 gallons of raw liquid between facilities since April 2011.

Class A Biosolids: Conserv II produces Class "A" from their Bioset system. BDS has sold and land applied over 2,250,000 tons of Class "A" since the start of the contract in April 2011.

Over the course of the complete project BDS can proudly state that we have never received any land application violations.

Municipality/Client:

Water Conserv II/City of Orlando
5420 LB Mcleod Road
Orlando, FL 32811

Operations Contact:

Mr. Steve Shelnutt
Treatment Plant Operations
Phone: 407-246-4119
Email: steve.shelnutt@cityoforlando.net



Project Highlights:

- | | |
|--------------------------|---|
| ✓ Project Name: | Disposal of Domestic Wastewater Treatment Biosolids |
| ✓ Contract Amount: | \$234,000 Annually |
| ✓ Date Work Performed: | 06/01/2015 - Ongoing |
| ✓ Number of Hauls/Month: | 10 Loads/Month |

Summary:

In June of 2015, Biosolids Distribution Services, LLC/Sweetwater Environmental, Inc. was awarded a contract to dispose of domestic wastewater treatment plant biosolids from the aerobic digesters at the City's four wastewater treatment facility locations and the County Club of Sebring wastewater facility. BDS provides on-site dewatering at the City's wastewater treatment plant. BDS also transfers un-stabilized biosolids from the Highlands Ridge and Country Club of Sebring to one of the City's wastewater treatment plants for processing, as well as covering similar services at other wastewater treatment facilities around the City when needed. This contract is ongoing but was just renewed in 2021.

Municipality/Client:

City of Sebring Utilities
321 North Mango Street
Sebring, FL 33022

Operations Contact:

Mary-Jane Faircloth
Wastewater Supervisor
Phone: 863-381-8844
Email: maryjanefaircloth@mysebring.com



Project Highlights:

- ✓ Project Name: Domestic Biosolids Hauling Services
- ✓ Contract Amount: \$240,000 Annually
- ✓ Date Work Performed: 04/29/15 – 4/29/19
- ✓ Number of Hauls/Month: 30 Loads/Month

Summary:

In April of 2015, Sweetwater Environmental Services, Inc/Biosolids Distribution Services, LLC was awarded a contract with the City of Melbourne, Florida to remove, transport, and dispose of Class "B", lime stabilized, dewatered wastewater sludge from the City of Melbourne's two water reclamation facilities. The approximate volume for the City is 8000 cubic yards annually. The City of Melbourne waste water treatment plant produces Class "B" sludge via lime stabilization as defined in the State of Florida Administrative Code, Chapter 62-640.

For this project, Sweetwater Environmental Services, Inc. supplies additional trailers for the City's lime stabilization processes. The trailers are an integral part of the process as the sludge is necessary to be stored for 24 hours to ensure "Class B" stabilization prior to removal from the plant site. The Class "B" stabilized product was land applied at the Cecil Whaley Ranch Biosolids Management Facility in Kenansville, Florida. The Cecil Whaley Ranch is permitted under Sections 403.087 and 403.0885 of Florida Statutes.

Sweetwater Environmental Services, Inc. utilizes their employees to facilitate this contract. We do not utilize subcontractors as we feel our people are more dependable. We are proud to be part of the City of Melbourne's effort to be an environmentally conscious partner.

Municipality/Client:

City of Melbourne
900 E. Strawbridge Avenue
Melbourne, FL 32901

Operations Contact:

Mr. Aaron Traylor
Operations Supervisor D.B. Lee WWTP
Phone: 321.216.5797
Email: atraylor@melbourneflorida.org



Florida Keys Aqueduct Authority

1100 Kennedy Drive
Key West, Florida 33040
Telephone (305) 296-2454
www.fkaa.com



Project Highlights:

- ✓ Project Name: Transfer, Collection, Storage, Transportation, Disposal of Sludge/Septic Generated Within Monroe County
- ✓ Contract Amount: \$112,000 (Two Years)
- ✓ Date Work Performed: 05/19/04 - Ongoing
- ✓ Number of Hauls/Month: 3 Loads/Month

Summary:

Biosolids Distribution Services, LLC and their companies, have been under contract serving the Florida Keys Aqueduct Authority and Monroe County since 2004. During that time, BDS has built a relationship with the Fkaa staff to develop solutions to many of the unique challenges of operation in Monroe County. Our current responsibilities include liquid biosolids removal and disposal for routine transfer, transfer and 24-hour emergency call-outs at the wastewater plants and collection systems throughout Monroe County, and routine hauling of biosolids. This contract was just renewed at the end of 2020 and is ongoing.

Municipality/Client:

Florida Keys Aqueduct Authority
3375 Overseas Highway
Marathon, FL 33050

Reference Contact:

Mr. Daniel Price
Wastewater Operations Supervisor
Phone: 305-712-0067
Email: dprice@fkaa.com



Project Highlights:

- ✓ Project Name: Hauling, Land Application, or Reuse of Domestic Wastewater Residuals - Conserv II Water Reclamation Facilities
- ✓ Contract Amount: \$745,000 (Three Years)
- ✓ Date Work Performed: 04/01/11 - Ongoing
- ✓ Number of Hauls/Month: 140 Loads/Month

Since April 2011, Biosolids Distribution Services, LLC (BDS) are their companies, have provided all equipment and labor to properly and successfully execute the hauling, land application, landfilling, or reuse of all liquid domestic wastewater sludge or dewatered domestic cake residuals from the facility. BDS has been awarded multiple contracts for the City of Orlando's various classifications of biosolids.

Following is a Description of Work for the City of Orlando's Domestic Wastewater Residuals:

Class B Biosolids: The Class "B" five-year contract for the Iron Bridge Water Reclamation Facility was executed in April, 2011. BDS successfully land applied the Class "B" at Deseret Ranch and other State of Florida permitted domestic Biosolids Management Facilities thru April, 2016. The Iron Bridge Water Reclamation Facility produces approximately 150 to 180 wet tons per day of Class "B" residuals seven (7) days per week, year-round using alkaline (lime) stabilization. During the (5) year contract, BDS land applied over 300,000 Class B wet tons.

Raw Liquid Biosolids: Since April 2011, BDS was contracted to haul the raw liquid from Water Conserv I's facility to their Iron Bridge Water Reclamation Facility for dewatering and processing. BDS transfers 20-22 tankers of raw liquid weekly and has transferred 48,000,000 gallons of raw liquid between facilities since April 2011.

Class A Biosolids: Con II produces Class "A" from their Bioset system, this product is sold to Deseret Ranch's and land applied at their Orange County cattle ranch. Orange County has a ban on the land application of Class "B" biosolids, therefore BDS contracted with Deseret Ranch to utilize their Orange County Ranch for their Class "A" biosolids. BDS has sold and land applied over 2,250,000 tons of Class "A" since the start of the contract in April 2011.

Over the course of the complete project BDS can proudly state that we have never received any land application violations.

Municipality/Client:

Water Conserv II/City of Orlando
5420 LB Mcleod Road
Orlando, FL 32811

Operations Contact:

Mr. Steve Shelnett
Wastewater Shift Supervisor
Phone: 407-246-4119
Email: steve.shelnett@cityoforlando.net



Project Highlights:

- | | |
|------------------------|---|
| ✓ Project Name: | Biosolids Management Services for Hillsborough County |
| ✓ Contract Amount: | \$7,000,000 (Two Years) |
| ✓ Date Work Performed: | 09/01/18 - Ongoing |
| ✓ # of Hauls/Month: | 500 Loads/Month |

Summary:

In May 2018, Revinu, Inc. (formerly Biosolids Distribution Services, LLC) was awarded the Biosolids Management Services Contract for Hillsborough County, Florida. Hillsborough County has the 4th largest population in Florida with almost 1.4 million people. The contract specifications include providing transportation, delivery and disposal of dewatered and liquid biosolids produced at the multiple different County facilities.

The annual contract encompasses transportation and disposal of 53,000 wet tons of biosolids from four County wastewater treatment facilities to county assigned landfills and private landfills as required. Revinu also transfers 12,000,000 gallons of liquid sludge between facilities for further processing. The 500,000 gallons per month of mobile dewatering is being done with the Schwing Bioset mobile dewatering screw press.

Municipality/Client:

Hillsborough County
12950 Fawn Ridge Blvd.
Tampa, FL 33626

Operations Contact:

Mr. Jim Conley
Wastewater Shift Supervisor
Phone: 813-539-3845
Email : conleyj@hillsboroughcounty.org



Project Highlights:

- | | |
|------------------------|---|
| ✓ Project Name: | Collection of Class EQ Stabilized Biosolids |
| ✓ Contract Amount: | \$1,400,000 (Five Years) |
| ✓ Date Work Performed: | 04/17/2015 - Ongoing |
| ✓ # of Hauls/Month: | 20,000 Wet Tons |

Summary:

In 2013-2014, the Schwing organization provided the City of Shreveport with a world class operation as a capital improvement project that allowed the City to produce Class A/EQ material at their Shreveport facility.

Revinu Inc. (and Biosolids Distribution Services, LLC) offers a full solution approach to the re-use of the Class A/EQ lime stabilized product. BDS provides the City a clear economic choice by recycling their waste stream into a viable soil enhancer. BDS also provides all labor and equipment necessary for proper storage, processing and distribution of the stabilized biosolids. The successful management of this operation is being handled by BDS to this day in accordance with all local, state and federal laws and guidelines.

Municipality/Client:

City of Shreveport, Louisiana
Bio-solids Processing Facility
11726 Harts Island Road
Shreveport, LA 71115

Operations Contact:

Mr. Wes Wyche
Director – Environmental Services
Phone: 318-673-6072
Email: env@shreveportla.gov

Bid Tabulation
Public Works
2021-04 Sludge Hauling

		Delta Pioneer, Inc.		H&H Liquid Sludge Disposal, Inc.		Merrell Bros.		North Florida Waste Management		Revinu, Inc.	
Item #	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	3250	\$44.47	\$144,527.50	\$35.00	\$113,750.00	No bid	No bid	\$133.50 *	\$433,875.00	\$25.91	\$84,207.50
2	3250	No bid	No bid	No bid	No bid	\$ 16.88	\$ 54,860.00	No bid	No bid	No bid	No bid
Total Base			\$144,527.50		\$113,750.00		\$ 54,860.00		\$433,875.00		\$84,207.50

Notes

*Price adjusted after follow-up email sent post bid opening



Indianhead commits to \$29.00 a ton for bio-solids coming from Jacksonville Beach to Indianhead for the duration of the contract agreed to by Merrell Brothers for 6 years.

If any questions or concerns please give us an email at indianheadbiomass@gmail.com or give our office a call at (904)342-5511

Thank you.

A handwritten signature in cursive script that reads "Joe Williams". The signature is written in dark ink and is positioned below the "Thank you." text.

Joseph Williams



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Trevor Hughes, Golf Course Superintendent
DATE:	April 19, 2021
SUBJECT:	South Beach Park Improvements
	Shade Shelter for the Splash Pads at South Beach Park

BACKGROUND

The splash pads at South Beach Park are popular features vastly enjoyed by residents and visitors alike from April through October of each year. The Parks & Recreation Department has received numerous requests to add shade for the splash pads. Although pine trees are located to the west of the splash pads, they only provide nominal shade relief around 4:00 p.m. Our goal is to shade at least 50% of the splash pad during the peak sun hours between 11:00 a.m. and 3:00 p.m., to include a suitable aesthetic design.

Staff contacted several vendors to provide shade shelter designs and cost estimates. Shade America, Inc., can provide a turnkey project design that meets our goals at a discounted rate for government agencies. The cost is based on competitive solicitation from Clay County RFP No. 18/19-2 Various Equipment and Amenities for Parks and Playgrounds. The City may piggyback this contract, which is currently active through March 31, 2022.

Shade America's discounted price is \$55,230. Staff recommends adding 10% contingency for a total project budget of \$60,753. The shade shelters have a two-year warranty and the lead time including installation is four to six weeks.

FINANCIAL IMPACT

Funding is available in the Southend Tax Increment Fund operating reserve. The funds will be spent from the following account: 182-16-1602-572-63-563000, and the budget will be amended as part of the year-end budget adjustment. Funding was approved by the Community Redevelopment Agency on April 26, 2021 via CRA Resolution No. 2021-04.

REQUESTED ACTION

- Approve/Disapprove the purchase and installation of shade shelters for the splash pads at South Beach Park from Shade America, Inc.



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ATTACHMENTS

- Shade America, Inc., Estimate 2361
- Shade America, Inc., Shade Analysis for Splash Pads at South Beach Park
- Shade America, Inc., Design
- CRA Resolution No. 2021-04

Shade America, Inc.
 3604 Harbor Drive
 Saint Augustine, FL 32084
 US
 (904)217-0516
 sholton.shadeamerica@outlook.com
<http://www.shadeamerica.com>



Estimate 2361

ADDRESS

Jason Phitides
 City of Jacksonville Beach -
 Parks and Recreation

DATE
 04/14/2021

TOTAL
 \$55,230.00

ACTIVITY	QTY	RATE	AMOUNT
Materials & Installation Supply and Installing of a (4) Triangle Shade Sail adjoining a Trapezoid Sail as per design. Using Galvanized Steel Poles and Stainless Hardware. Including all equipment, labor and foundations.	1	58,058.00	58,058.00
Engineering & Permitting Permitting and Engineering	1	2,450.00	2,450.00
Discount Less 10% Discount for Clay County Contract for Grand	1	-5,278.00	-5,278.00

This proposal is valid for 30 days. All discounts reflected here will apply.

50% deposit is required with order and balance is due upon installation.

Shade will be installed within 4-6 weeks from deposit receipt and signed purchase order/proposal. All materials will remain the property of Shade America, Inc. until balance is paid.

Shade America, inc. will make every effort to insure that underground cables or pipes are not damaged when digging foundations. It is the customer's responsibility to advise of such obstacles prior to job start and to cover costs associated with removal and/or relocating.

TOTAL

\$55,230.00

THANK YOU.

50% DEPOSIT REQUIRED

Accepted By

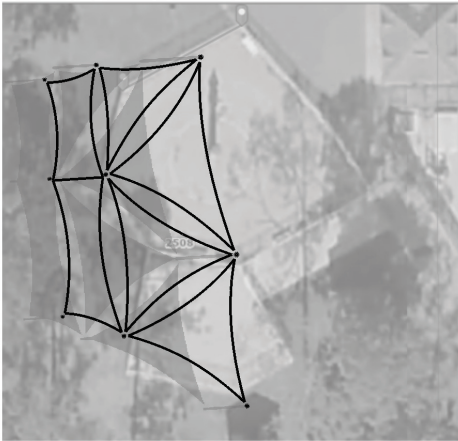
Accepted Date

MPanel InSite - Shadow analysis

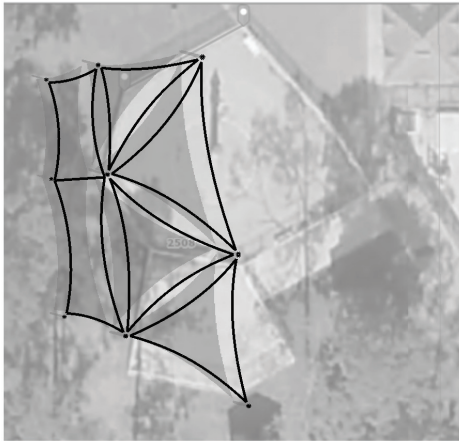
Client	
Project	
Project #	0-0
Date	4/8/2021

Location	Jacksonville
Latitude	30.3322 N
Longitude	81.6557W
Time Zone	GMT - 5

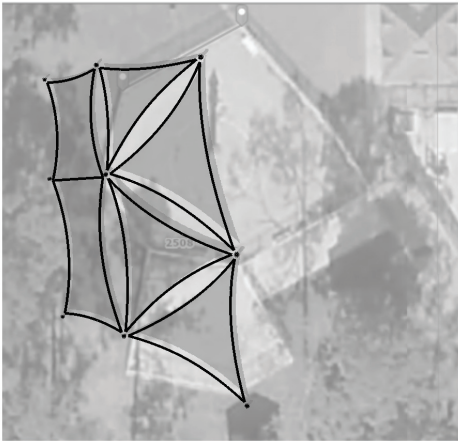
7/6/2021 9:00 AM



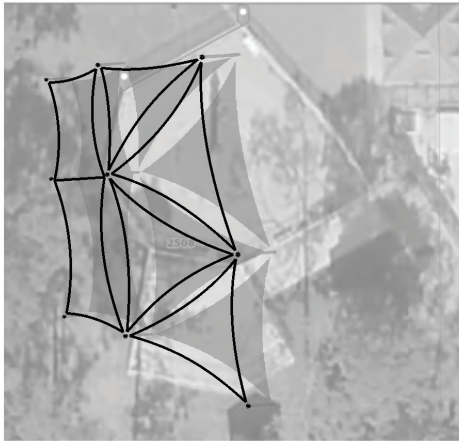
7/6/2021 11:00 AM



7/6/2021 1:00 PM



7/6/2021 3:00 PM





Introduced By: Vice Chair Povloski
Adopted: April 26, 2021

CRA RESOLUTION NO. 2021-04

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING AN APPROPRIATION OF FUNDS FROM THE SOUTH BEACH COMMUNITY REDEVELOPMENT AREA OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 FOR SHADE SHELTERS FOR THE SPLASH PADS AS SUNSHINE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA is authorized to appropriate tax increment trust funds for projects and programs included in its approved Community Redevelopment Plan; and

WHEREAS, the CRA specifies the use of South Beach Tax Increment Trust Funds for the purpose of the development and ongoing maintenance of South Beach Park facilities; and

WHEREAS, the splash pads at South Beach Park are vastly enjoyed by residents and visitors alike between April and October of each year; and

WHEREAS, there is no shade provided during the peak sun hours during the day, and the Parks & Recreation Department has received numerous requests to add shade; and

WHEREAS, the CRA has sufficient South Beach Community Redevelopment Tax Increment Trust Fund revenues to pay for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE JACKSONVILLE BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

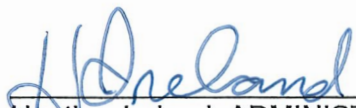
SECTION 1. The Fiscal Year 2020-2021 South Beach Community Redevelopment Capital Improvement Budget for the Jacksonville Beach Community Redevelopment Agency is amended to appropriate \$60,753, to fund the purchase and installation of shade shelters for the splash pads located in South Beach Park.

SECTION 2. Effective Date. This resolution shall take effect upon its adoption.

DULY ADOPTED IN OPEN MEETING THIS 26th Day of April, 2021



Art Graham, CHAIRMAN



Heather Ireland, ADMINISTRATOR



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	April 13, 2021
SUBJECT:	Resolution No. 2085-2021
	Honorary Street Name Designation Program Applications

BACKGROUND

The Parks and Recreation Department has received seven applications for approval through the Honorary Street Name Designation Program, specifically for Fallen Wartime Military Veteran status. Each nominee lived in Jacksonville Beach and was a veteran killed in action either during World War II or Vietnam.

The nominees and proposed street sign locations are as follows:

- Corporal Ottis O. Boxx – World War II, 1st Avenue South and 3rd Street, parallel with 1st Avenue South
- Private First Class Ivan R. Wellington Jr. – World War II, 9th Avenue North and 1st Street, parallel with 9th Avenue North
- First Lieutenant John W. Deam – World War II, 3rd Avenue North and 11th Street North, parallel with 3rd Avenue North
- First Lieutenant Kenjiro Yoshida – World War II, Pablo Avenue and 3rd Street, parallel with Pablo Avenue
- Corporal Stanley M. Harrell – Vietnam, 8th Avenue South and 3rd Street, parallel to 8th Avenue South
- Captain Roger P. Harrell – Vietnam, 9th Avenue South and 3rd Street, parallel to 9th Avenue South
- Gunnery Sergeant Benjamin A. Chitko – Vietnam, 8th Avenue North and 3rd Street, parallel to 8th Avenue North

Pursuant to the Policy, the Parks and Recreation Department has submitted each application to the Public Works Department for their review and recommendation prior to the City Council's consideration. It has been determined that each application has provided sufficient documentation to substantiate the applicant's request, and that the location desired for each honorary street name designation is feasible. The City Manager has determined that it is appropriate for the City Council to consider each application at this time.



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FINANCIAL IMPACT

Applicants are providing their own sign; therefore, the standard application fee is being waived.

REQUESTED ACTION

- Adopt/Deny Resolution No. 2085-2021 approving the applications and proposed signage locations in accordance with the Honorary Street Name Designation Policy.

ATTACHMENTS

- Resolution No. 2085-2021
- Application for Corporal Ottis O. Boxx
- Application for Private First Class Ivan R. Wellington Jr.
- Application for First Lieutenant John W. Deam
- Application for First Lieutenant Kenjiro Yoshida
- Application for Corporal Stanley M. Harrell
- Application for Captain Roger P. Harrell
- Application for Gunnery Sergeant Benjamin A. Chitko

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2085-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING APPLICATIONS AND HONORARY STREET NAME DESIGNATION SIGN LOCATIONS FOR FALLEN WARTIME MILITARY VETERANS UNDER THE HONORARY STREET SIGN DESIGNATION POLICY; AUTHORIZING SIGN INSTALLATION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on May 3, 2021, the City Council adopted Resolution 2084-2021 amending the Honorary Street Name Designation Policy to include certain provisions for Fallen Wartime Military Veterans; and

WHEREAS, honorary street name designations shall reflect recognition of Honorees or Fallen Wartime Military Veterans only and are given on a case-by-case basis, solely as determined by City Council by majority vote and resolution; and

WHEREAS, the Parks and Recreation Department has received seven applications nominating Fallen Wartime Military Veterans for honorary street name designations. Each nominee once lived in Jacksonville Beach and was a veteran killed in action either during World War II or the Vietnam War; and

WHEREAS, the Parks and Recreation Department and Public Works Department have reviewed each application to ensure sufficient documentation exists to substantiate the applicant's request, and that the location desired for the honorary street name designation is feasible; and

WHEREAS, the City Council finds that approving the applications received to date serves legitimate public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Approval of Applications and Authorization for Sign Installation. The City Council hereby approves the applications for honorary street name designations and sign locations and authorizes the Public Works Department to install the signs for the following Fallen Wartime Military Veterans:

- Corporal Ottis O. Boxx, World War II, 1st Avenue South and 3rd Street, parallel with 1st Avenue South.
- Private First Class Ivan R. Wellington, Jr., World War II, 9th Avenue North and 1st Street, parallel with 9th Avenue North.
- First Lieutenant John W. Deam, World War II, 3rd Avenue North and 11th Street North, parallel with 3rd Avenue North.
- First Lieutenant Kenjiro Yoshida, World War II, Pablo Avenue and 3rd Street, parallel with Pablo Avenue.
- Corporal Stanley M. Harrell, Vietnam, 8th Avenue South and 3rd Street, parallel to 8th Avenue South.
- Captain Roger P. Harrell – Vietnam, 9th Avenue South and 3rd Street, parallel to 9th Avenue South.
- Gunnery Sergeant Benjamin A. Chitko, Vietnam, 8th Avenue North and 3rd Street, parallel to 8th Avenue North.

SECTION 3. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this resolution should be held 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, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2021.

Christine H. Hoffman, Mayor

Sheri Gosselin, Acting City Clerk

City of Jacksonville Beach

Application for Honorary Street Name Designation

Name of Person/Group requesting designation: Lenny Jevic

Address: 239 Seminole Road, Atlantic Beach, Florida 32233

Phone Number: 904-247-9555

Cell Number: 904-662-0062

Email address: oscmj@comcast.net

Location of requested designation: 1st Avenue South and 3rd Street, parallel with 1st Avenue South

Honorary Street Designation Name: Corporal Ottis O. Boxx

Reasons support honorary designation: Ottis O. Boxx was a star football player for Duncan U. Fletcher High School. He scored 2 touchdowns in the 1941 team's final game that led them to victory. Ottis was a graduate in the Fletcher Class of 1942 and shortly thereafter joined the United States Marine Corps in August of 1942.

Corporal Ottis O. Boxx was assigned as a machine gunner for 1st Battalion, 24th Marine Regiment. He was killed in action on March 1, 1945 during the Battle of Iwo Jima. Ottis along with a fellow soldiers were attempting to toss a makeshift rope of cloth ammunition belts to injured fellow Marines who were out in the open. The first toss failed and as he was attempting a second toss a mortar round landed nearby killing him and five others.

A recent conversation with Ottis's high school sweetheart, Lucy Strickland who remembered him as a wonderful guy who would do anything for anyone.

Ottis O. Boxx's commendation:

Purple Heart with Gold Star

World War II Campaign Medal

Combat Action Ribbon

City of Jacksonville Beach

Application for Honorary Street Name Designation

Name of Person/Group requesting designation: Lenny Jevic

Address: 239 Seminole Road, Atlantic Beach, Florida 32233

Phone Number: 904-247-9555

Cell Number: 904-662-0062

Email address: oscmj@comcast.net

Location of requested designation: 9th Avenue North and 1st Street, parallel with 9th Avenue North

Honorary Street Designation Name: Private Ivan R Wellington Jr.

Reasons support honorary designation: Ivan “Sonny” Roy Wellington Jr. lived with his parents Ivan Sr. and Vivia Wellington, sisters, Harriet, Marjorie and Connie at 121 Ninth Ave N. in Jacksonville Beach. Ivan attended Duncan U. Fletcher and was the Class of 1942 Valedictorian. Ivan Jr. was drafted into the United States Army in May of 1943 and served with the Army’s 30th Infantry Division, 119th Regiment.

On Feb 25, 1945, Ivan Jr. was killed in action in Germany against hostile forces.

The Wellington Family had received a telegram the month before (Jan 1945) notifying them of the death of Harriet’s husband, 1st LT. John W. Deam during combat action. Connie’s husband, Navy LT. Leonard Johnson was a bomber pilot who was shot down over Wake Island in May 1944.

The Wellington Family sacrificed more than any other Jacksonville Beach family during World War II

Ivan Roy Wellington Jr.’s memorial headstone is located directly in front of his parent’s headstones at H. Warren Smith Memorial Cemetery in Jacksonville Beach.

Private First Class Ivan R. Wellington’s Commendations:

Purple Heart

World War II Campaign Medal

Combat Action Ribbon

City of Jacksonville Beach
Application for Honorary Street Name Designation

Name of Person/Group requesting designation: Lenny Jevic

Address: 239 Seminole Road, Atlantic Beach, Florida 32233

Phone Number: 904-247-9555

Cell Number: 904-662-0062

Email address: oscmj@comcast.net

Location of requested designation: 3rd Avenue North and 11th Street North, parallel with 3rd Avenue North

Honorary Street Designation Name: First Lieutenant John W. Deam

Reasons support honorary designation: John W. Deam served during World War II as a 1st LT in the United States Army with the 513th Parachute Infantry Regiment, 17th Airborne Division.

On January 4, 1945, an attack launched by Lieutenant Deam's battalion near Mande-St. Etienne, Belgium, was halted by intense enemy fire short of its objective. Lieutenant Deam boldly led his reserve company in a bayonet assault up an open, snow-covered slope and succeeded in reaching the edge of a woods. There, when his company was pinned down by machine gun fire, he advanced alone and destroyed a machine gun nest, killing the crew with hand grenades. He charged a second gun but was killed by enemy fire. First Lieutenant Deam's heroic action lives on as an inspiration to his men. He was posthumously awarded the Distinguished Service Cross, the Army's second highest award for bravery. The courage he displayed, his fearless determination and supreme devotion to duty at the cost of his life, exemplify the highest traditions of the military forces of the United States and reflect great credit upon himself, his unit, and the United States Army.

The Wellington Family had received a telegram the month before (Jan 1945) notifying them of the death of Harriet's husband, 1st LT. John W. Deam during combat action. The Wellington Family sacrificed more than any other Jacksonville Beach family during World War II

1st LT John W. Deam awards:

Distinguished Service Cross

Purple Heart

World War II Victory medal

American Campaign Medal

Army Presidential Unit Citation

Army Good Conduct

City of Jacksonville Beach

Application for Honorary Street Name Designation

Name of Person/Group requesting designation: Lenny Jevic

Address: 239 Seminole Road, Atlantic Beach, Florida 32233

Phone Number: 904-247-9555

Cell Number: 904-662-0062

Email address: oscmj@comcast.net

Location of requested designation: Pablo Avenue and 3rd Street, parallel with Pablo Avenue

Honorary Street Designation Name: First Lieutenant Kenjiro Yoshida

Reasons support honorary designation: Kenjiro Yoshida enlisted in the United States Army in July 1943 right after he graduated from Fletcher High School. His older brother Jun was already serving in the US Army. Prior to enlisting in the United States Army, Jun and Kenjiro lived with their parents, Gengoro G. and Jean Yoshida in the 100 block of Pablo Ave.

After completing basic training at Camp Blanding, Private Kenjiro Yoshida was assigned to Company L of the 3rd Battalion, 442nd Regimental Combat Team, which was made up of almost entirely Japanese descent. This infantry regiment was awarded more medals for fighting in Europe than any other American Unit of similar size. General George C. Marshall spoke of them, "They were superb! That word correctly describes it: superb! They took terrific casualties. They showed rare courage and tremendous fighting spirit. Not too much can be said of the performance of those battalions in Europe and everybody wanted them...."

On July 8, 1944, Kenjiro (Age 19) was killed in action in Italy against enemy forces.

Classmates of Kenjiro remembered him as a good athlete and student. There were four boys he hung around around with: Bo Brantley, Red Gates, Skeeter Dickson, and Fred Ahern. They were all members of Boy Scout Troop 40. Fred Ahern once recalled when they all hung out near the boardwalk, sailors would recognize that Ken was Japanese and try and pick on him. "We all stood up for Kenjiro. He was one of us."

Private Kenjiro Yoshida's Commendations:

Purple Heart

World War II Campaign Medal

Combat Action Ribbon

City of Jacksonville Beach

Application for Honorary Street Name Designation

Name of Person/Group requesting designation: Lenny Jevic

Address: 239 Seminole Road, Atlantic Beach, Florida 32233

Phone Number: 904-247-9555

Cell Number: 904-662-0062

Email address: oscmj@comcast.net

Location of requested designation: 8th Avenue South and 3rd Street, parallel to 8th Avenue South

Honorary Street Designation Name: Corporal Stanley M. Harrell

Reasons support honorary designation: Stanley Harrell idolized his older brother, Roger and followed him into the United States Marine Corps. Stanley's dream came true when he graduated Marine Boot Camp at Parris Island in June of 1965. He earned the title, United States Marine.

Harrell had attained the rank of Corporal and was a squad leader. He was a rifleman with the 1st Marine Division, 2nd Battalion, 5th Marines, H Company. Stanley M. Harrell began his tour in Vietnam on September 28, 1968. Stanley was killed in action during a firefight with enemy forces in the Quang Nam Province in the Republic of Vietnam on November 1, 1968. He was courageously trying to move his men to a better position after they came under attack.

His older brother United States Marine Corps Captain Roger P. Harrell escorted Stanley's body home.

The Harrell Family lived on Ninth Ave South in Jacksonville Beach, four of their sons served our country during the Vietnam War era, only two of the four returned home safely. Corporal Stanley Harrell's Commendations:

Purple Heart

Combat Action Ribbon

Marksmanship Badge

National Defense Service Medal

Vietnam Campaign Medal

Vietnam Service Medal

Marine Corps Presidential Unit Citation

Vietnam Gallantry Cross

Marine Corps Good Conduct Medal

Marine Corps Expeditionary Medal

City of Jacksonville Beach

Application for Honorary Street Name Designation

Name of Person/Group requesting designation: Lenny Jevic

Address: 239 Seminole Road, Atlantic Beach, Florida 32233

Phone Number: 904-247-9555

Cell Number: 904-662-0062

Email address: oscmj@comcast.net

Location of requested designation: 9th Avenue South and 3rd Street, parallel with 9th Avenue South

Honorary Street Designation Name: Captain Roger P. Harrell

Reasons support honorary designation: Roger P. Harrell was a Captain in the United States Marine Corp, a highly decorated skilled aviator flying helicopters and performing daring rescues extracting soldiers during the Vietnam War, his unit logged over 400 missions. He was attached to the III Marine Amphibious Force, 1st Marine Aircraft Wing, Group 16, Marine Light Attack Squadron 167.

His younger brother, Stanley M. Harrell idolized his older brother, Roger and followed him into the USMC.

Stanley Harrell had attained the rank of Corporal and was a squad leader. He was a rifleman with the 1st Marine Division, 2nd Battalion, 5th Marines, H Company. Stanley was killed in action during a firefight with enemy forces in the Quang Nam Province in the Republic of Vietnam on November 1, 1968. Roger escorted Stanley's body home.

After Stanley died, Roger thought to leave the Marines, however, he felt he was still needed in Vietnam to help save the lives of other young marines. Roger returned to a tour in Vietnam. 10 months after Roger escorted Stanley's body home, he was killed when his helicopter crashed in Quang Nam Province, South Vietnam, South China Sea.

The Harrell Family lived on Ninth Ave South in Jacksonville Beach, four of their sons served our country during the Vietnam War era, only two of the four returned home safely.

Roger graduated from Fletcher High School and often played taps at funerals for Beaches veterans.

Captain Roger P. Harrell commendations:

Silver Star

Distinguished Flying Cross

Air Medal

Combat Action Ribbon

United States Aviator Badge

National Defense Service Medal

Vietnam Campaign Medal

Vietnam Service Medal

Marine Corps Presidential Unit Citation

Vietnam Gallantry Cross

Marine Corps Good Conduct Medal

Marine Corps Expeditionary Medal

City of Jacksonville Beach

Application for Honorary Street Name Designation

Name of Person/Group requesting designation: Lenny Jevic

Address: 239 Seminole Road, Atlantic Beach, Florida 32233

Phone Number: 904-247-9555

Cell Number: 904-662-0062

Email address: oscmj@comcast.net

Location of requested designation: 8th Avenue North and 3rd Street, parallel with 8th Avenue North

Honorary Street Designation Name: Gunnery Sergeant Benjamin A Chitko

Reasons support honorary designation: Benjamin A. Chitko enlisted in the United States Marine Corps in 1951, during the height of the Korean War. Chitko was in his 15th year of military service when he left for Vietnam, he was a Gunnery Sergeant and Infantry Unit Leader and was assigned to the 3rd Marine Division, 1st Battalion, 4th Marines, D Company.

In the summer of 1965 when he received orders to deploy to Vietnam, Ben and his wife, Maddy decided to make Jacksonville Beach their home and bought a house in the 700 block of 8th Ave N. They had 4 children, Joey, Peter, Kathy and Sally.

Chitko was already awarded the Purple Heart and Bronze Star with Valor during his first 11 months in combat. He was a highly decorated career Marine.

On September 16, 1966, his reconnaissance unit was ambushed just south of the DMZ (demilitarized zone). The enemy outnumbered his unit three to one and during heavy fighting, Gunnery Sergeant Chitko along with several others were killed in action. His death came six weeks before his 13-month Vietnam tour was to end.

The overwhelming love and support Maddy and her children received from the Beaches Community upon notification of Ben's death made her realize that the decision to call Jacksonville Beach home.....was meant to be.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director Parks and Recreation
DATE:	May 5, 2021
SUBJECT:	Ordinance No. 2021-8166 [Second Reading]
	Huguenot Tennis Center Hours of Operation

BACKGROUND

The current City Code of Ordinances Chapter 20 “Parks and Recreation,” Article IV “Park Rules and Regulations,” was created in 2020 through Ordinance No. 2020-8148 as part of creating Chapter 20 in its entirety. Sections 20-14(b) “Hours of Operation” and 20-14(c) “Fiscal Year Holiday Hours” establish specific hours of operation for weekdays, weekends, and certain holidays.

At the April 26, 2021 City Council Briefing, staff sought direction from the City Council to amend the hours of operation at the Huguenot Tennis Center to provide additional court capacity to meet current demand. Because the weekday, weekend and holiday hours are codified, staff suggested that City Code of Ordinances Chapter 20, Article IV, Sections 20-14(b) and 20-14(c) be amended with more simplified language to allow the hours of operation in these sections to be established by City Council rather than to be codified and subject to amendment via ordinance. The City Council agreed.

The first reading of Ordinance No. 2021-8166 was held on May 3, 2021. Council Member Dumont made a motion which was approved to add the following language to Section 20-14(b), “The courts are available for open play for three hours per weekday.”

FINANCIAL IMPACT

The annual financial impact to increase part-time staff by 520 hours is approximately \$8,000, which includes part-time salary, and associated payroll tax costs. The budget will be amended as part of the year-end budget adjustment.

REQUESTED ACTION

- Adopt/Deny Ordinance No. 2021-8166 amending City Code of Ordinances Chapter 20, Article IV, Sections 20-14(b) and 20-14(c) on the second reading



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ATTACHMENTS

- Ordinance No. 2021-8166

Introduced by: Council Member Cory Nichols
1st Reading: May 3, 2021
2nd Reading: May 17, 2021

ORDINANCE NO. 2021-8166

AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, TO AMEND CODE OF ORDINANCES CHAPTER 20 “PARKS AND RECREATION,” ARTICLE IV “PARK RULES AND REGULATIONS,” SECTIONS 20-14(b) “HOURS OF OPERATION” AND 20-14(c) “FISCAL YEAR HOLIDAY HOURS;” PROVIDING FOR ADOPTION OF RECITALS AND LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Jacksonville Beach (“City”) has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes; and

WHEREAS, the current City Code of Ordinances Chapter 20, “Parks and Recreation,” Article IV, “Park Rules and Regulations,” was created in 2020 through Ordinance No. 2020-8148 as part of creating Chapter 20 in its entirety; and

WHEREAS, Sections 20-14(b) “Hours of Operation” and 20-14(c) “Fiscal Year Holiday Hours” establish specific hours of operation for weekdays, weekends, and certain holidays; and

WHEREAS, the Director of the Parks and Recreation Department and City Manager suggest that City Code of Ordinances Chapter 20, Article IV, Sections 20-14(b) and 20-14(c) be amended with more simplified language to allow the hours of operation in these sections to be established by City Council rather than to be codified and subject to amendment via ordinance; and

WHEREAS, the City Council hereby finds that this Ordinance serves a legitimate government purpose, it is a permissible exercise of the City’s powers and authority, and benefits the public health, safety, and welfare of the citizens, residents, and guests of the City of Jacksonville Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. RECITALS AND LEGISLATIVE FINDINGS. The above recitals and legislative findings are ratified, correct, and made a part of this ordinance.

SECTION 2. CHAPTER 20, ARTICLE IV, SECTION 20-14(b) OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS:¹

(b) *Hours of operation.* Hours of operation shall be established by City Council based on the needs of the community and available funding. The courts are available for open play for three hours per weekday.

~~Monday Friday 9:00 a.m.—12:00 p.m.; and 3:00 p.m.—9:00 p.m.~~

~~Saturday and Sunday 9:00 a.m.—5:00 p.m.~~

~~(The courts may be closed to the public during tournaments or special events.)~~

SECTION 3. CHAPTER 20, ARTICLE IV, SECTION 20-14(c) OF THE CODE OF ORDINANCES, CITY OF JACKSONVILLE BEACH, FLORIDA, IS HEREBY AMENDED TO READ AS FOLLOWS.

(c) *Fiscal year holidays hours.* Hours of operation may be limited on the following holidays and shall be established by City Council based on the needs of the community and available funding:

~~Independence Day —8:00 a.m.—1:00 p.m.~~

~~Labor Day—Open~~

~~Columbus Day—Open~~

~~Veteran's Day—Open~~

~~Thanksgiving—Closed~~

~~Friday after Thanksgiving—Closed~~

~~Christmas Eve—Closed~~

~~Christmas Day—Closed~~

~~New Year's Eve—9:00 a.m.—2:00 p.m.~~

~~New Year's Day—Closed~~

~~Martin Luther King Day—Open~~

President's Day

¹ ~~Strikethrough~~ text indicates deletions, underline text indicates additions.

Easter—~~Closed~~

Memorial Day—~~Open~~

SECTION 4. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. SEVERABILITY. It is the intention of the City Council that if any section, subsection, clause, or provision of this ordinance is deemed invalid or unconstitutional by a court of competent jurisdiction, such portion will become a separate provision and will not affect the remaining provisions of this ordinance.

SECTION 6. CODIFICATION. The City Council intends that this ordinance will be made a part of the City of Jacksonville Beach Code of Ordinances, and it shall replace the current Chapter 20, Article IV, Sections 20-14(b) and 20-14(c) in the City Code.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect upon final reading and approval by the City Council for the City of Jacksonville Beach.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Sheri Gosselin, Assistant City Clerk