



City of Jacksonville Beach

Amended Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, August 19, 2024

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

- A. Regular City Council Meeting held on July 15, 2024
- B. Budget Showcase held on August 2, 2024
- C. Budget Workshop held on August 6, 2024
- D. Budget Workshop held on August 9, 2024
- E. Budget Workshop held on August 12, 2024
- F. Council Briefing held on August 13, 2024

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Accept the Monthly Financial Reports for the month of July 2024
- B.
 - 1. Approve the First One-year Extension of the Electrical Services Agreement (Bid No. 2021-14) with Vanguard Electrical Contractors, Inc.;
 - 2. Approve the First One-year Extension of the HVAC Services Agreement (Bid No. 2021-14) with B&G Refrigeration Company, Inc.; and
 - 3. Delegate authority to the City Manager to approve and execute all subsequent extension options with both vendors through the maximum contract term
- C. Approve the Second Two-year Extension of the Benefits Broker Services Agreement (RFP No. 02-1920) with Wingate Insurance Group d/b/a Abentrass
- D.
 - 1. Award RFP No. 05-2324 Groundskeeping Materials to Bulloch Fertilizer Co, Inc., Harrell's LLC, Helena Agri Enterprises, LLC, Howard Fertilizer & Chemical, LLC., Simplot Turf & Horticulture,

SiteOne Landscape Supply, and Target Specialty Products

2. Authorize the Mayor and City Manager to negotiate and execute each Contract as a result of this RFP award; and
 3. Delegate authority to the City Manager to approve and execute all subsequent contract renewals through the maximum contract term
- E. Approve OL Connect, ConnectRight Mailer Statement of Work and Fee of \$48,889.09 to Upgrade the City's Utility Bill Production and Distribution Software, and Declare Pitney Bowes a Sole Source Provider for Annual Software Service Agreements
- F. Award Bid No. 2324-10 Unleaded Gasoline and Diesel Fuel to the Lowest Qualified Bidders: Mansfield Oil Company of Gainesville, Inc., as Primary contractor and Petroleum Traders Corporation as Secondary contractor for Item 1; Petroleum Traders Corporation as Primary contractor and LV Hiers, Inc., as Secondary contractor for Item 2; and Sunoco, LLC, as Primary contractor and LV Hiers, Inc., Secondary contractor for Item 3

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. 1. Award/Reject Bid No. 2324-08 Pavement Road Striping Services to Landmark Paving, LLC;
2. Authorize the Mayor and City Manager to negotiate and execute the Contract as a result of this bid award; and
3. Delegate authority to the City Manager to approve and execute all subsequent contract extensions through the maximum contract term
- B. 1. Award/Reject Bid No. 2324-09 for Landscape Maintenance to Rockaway Inc as primary contractor and Brightview Landscape Service as secondary contract for Section 1, and to Brightview Landscape Service as primary contractor and Rockaway Inc as secondary contractor for Sections 2 & 3;
2. Authorize the Mayor and City Manager to negotiate and execute the Contract Agreements as a result of this bid award
- C. 1. Award/Reject Bid No. 2324-07 Asphaltic Concrete Milling, Paving and Overlay of City Roadways to Hubbard Construction Company for an amount not to exceed \$6,266,920; and
2. Authorize the Mayor and City Manager to negotiate and execute the Contract Agreement as a result of this bid award
- D. Approve/Disapprove a Non-exclusive Grant of Easement to JEA for fiber ingress into Sampson Substation
- E. Award/Reject Bid No. 2324-11 to ABB Inc for the purchase of 38kV Vacuum circuit breakers for an amount not to exceed \$722,426.81
- F. Approve/Disapprove the Standard Grant Agreement with the Florida Department of Environmental Protection in the amount of \$1,750,000 for the Construction of the Wastewater Treatment Filter Replacement Project
- G. Approve/Disapprove the amended Appendix C, Pay Grade Schedule, of the Collective Bargaining Agreement with the Fraternal Order of Police, effective October 1, 2024

RESOLUTIONS

ORDINANCES

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.

If you are a person with a disability who needs an accommodation to participate in a meeting, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator by phone 904-712-6297 or submit an [Accommodation Request](#) to the ADA Coordinator as far in advance of the meeting as possible; preferably 7 days but no less than 2 business days, before the meeting. If you are hearing or voice impaired, please call Florida Relay at 711 for assistance.

**Minutes of Regular City Council Meeting
held Monday, July 15, 2024 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

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: Sandy Golding
Fernando Meza

Bill Horn
Greg Sutton

Dan Janson
John Wagner

Also present were: City Manager Mike Staffopoulos, Deputy City Manager Karen Nelson, Chief Financial Officer Ashlie Gossett, City Attorney David Migut, Director of Public Works Dennis Barron, Police Commander Thomas Bingham, Application Services Manager Allan Keelen, Director of Planning and Development Heather Ireland, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

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

- Joint City Council/CRA Workshop held on June 12, 2024
- Regular City Council Meeting held on June 17, 2024
- City Council Briefing held on July 8, 2024

APPROVAL OF THE AGENDA

Mayor Hoffman stated City Manager/New Business Item A was removed.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the agenda with the removal of City Manager/New Business Item A.

Voice Vote: In a voice vote, the motion passed unanimously.

ANNOUNCEMENTS:

Council Member Golding thanked the Jacksonville Beach Police Department and volunteers for their service during the 4th of July holiday. Additionally, she thanked Chief Smith for participating in the recent Beaches Watch panel. She mentioned a free sports and school physical offered at the Carver Center on July 27, 2024. Ms. Golding noted the upcoming budget season, including a budget showcase on August 2, 2024. She also announced Senate Bill 280 (short term vacation rental bill) was vetoed by the Governor on June 29, 2024.

Council Member Meza echoed Council Member Golding's sentiments about the Jacksonville Beach Police Department, but expressed disappointment about the recent treatment of some Citizens on Patrol (COP) volunteers.

Council Member Horn condemned all political violence and noted the importance of unity. He congratulated the Jacksonville Beach Ocean Rescue team for their third-place finish in the South Atlantic Region Lifeguard Tournament.

Council Member Janson thanked the Beaches Police Chiefs for their panel participation and spoke briefly about social media.

Council Member Wagner expressed appreciation for the volunteers who participated in a beach cleanup held on July 5, 2024.

Council Member Sutton also recognized the Jacksonville Beach Police Department for their service during the 4th of July. He also thanked Director of Public Works Barron and Public Works on efforts to replace the PVC and ropes for the dunes.

Mayor Hoffman also expressed her gratitude to the Jacksonville Beach Police Department and Sergeant Wallace for their pre-planning and coverage of the 4th of July. She also recognized the anniversaries of Penman Diner, TacoLu, and Blondish Salon.

City Manager Mike Staffopoulos provided an update on the parking concept at Sunshine Park and stated the response had been overwhelmingly negative.

COURTESY OF THE FLOOR TO VISITORS:

The following spoke about parking at Sunshine Park (South Beach Park):

- Meghan Hennessy, 2956 Saint Johns Boulevard, Jacksonville Beach
- Deborah Usselman, 3148 Saint Johns Boulevard, Jacksonville Beach
- Chuck Mason, 3113 Saint Johns Boulevard, Jacksonville Beach
- Brian Burket, 3276 Saint Johns Boulevard, Jacksonville Beach
- Suzanne Beard, 2988 Saint Johns Boulevard, Jacksonville Beach
- Alex Jenkins, 3180 Pullian Court, Jacksonville Beach
- Vik Bala, 2761 Saint Johns Boulevard, Jacksonville Beach
- Dillon Glenn, 3081 Pullian Court, Jacksonville Beach
- Stephen Park, 3273 Horn Court, Jacksonville Beach
- Lawrence Frank, 3148 Pullian Court, Jacksonville Beach
- Daniel Donoghue, 3142 Merrill Boulevard, Jacksonville Beach
- Adam Westin, 3113 Horn Court, Jacksonville Beach

The following did not wish to speak but submitted a speaker card regarding the parking at Sunshine Park:

- Stephen Bauchman, 2572 Saint Johns Boulevard, Jacksonville Beach

CONSENT AGENDA:

Item A Accept the Monthly Financial Reports for the month of June 2024

Item B 1. Approve the First One-year Renewal of the Fiber Optic and Network Drop Services Agreement (RFQ No. 02-2223) with Tietjen Technologies; and

2. Delegate authority to the City Manager to approve and execute all subsequent renewal options through the maximum contract term

Item C Approve an Assignment, Assumption, and Consent Agreement with Mariner Institutional, LLC, for Investment Performance Monitoring and Advisory Services

Item D Reappoint John Gosztyla and Deborah White to serve on the board of trustees as the fifth member of the Police Officers' Pension Board and

Firefighters' Pension Board respectively, as a ministerial act, beginning April 1, 2024, and ending March 31, 2026

Item E Approve the Final Plat for the North Beach Townhomes PUD Project

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the Consent Agenda.

Mr. Horn requested to pull Item B from the Consent Agenda.

Voice Vote: In a voice vote, the motion, as amended, passed unanimously.

MAYOR AND CITY COUNCIL: None

CITY CLERK: None

CITY MANAGER/NEW BUSINESS:

Item A Approve/Disapprove the Standard Grant Agreement with the Florida Department of Environmental Protection in the amount of \$1,750,000 for the Construction of the Wastewater Treatment Filter Replacement Project

Item A was removed from the agenda.

Item B Approve/Disapprove the purchase of two new patrol SUVs under the Florida Sheriff's Contract for newly created officer positions in FY2025 for an amount not to exceed \$122,690

Police Commander Thomas Bingham provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the purchase of two new patrol SUVs under the Florida Sheriff's Contract for newly created officer positions in FY2025 for an amount not to exceed \$122,690.

Discussion: A discussion ensued about lead time and the current fleet.

Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Sutton, Wagner, and Mayor Hoffman.

The motion passed unanimously.

Item C 1. Appoint Thad Moseley or another applicant to fill the remainder of the vacant, unexpired Regular Member term on the Community Redevelopment Agency (CRA), with a term effective date of July 16, 2024, and term expiring December 31, 2027; and

2. Appoint Ron Whittington or another applicant to fill the remainder of the unexpired 1st Alternate term on the CRA, with a term effective date of July 16, 2024, and term expiring December 31, 2027; and

3. Nominate and appoint a new 2nd Alternate to fill the remainder of the unexpired 2nd Alternate term on the CRA, with a term effective date of July 16, 2024, and term expiring date of December 31, 2026.

Public Hearing:

The following spoke on the item:

- Ken Marsh, 2027 Gail Avenue, Jacksonville Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to appoint Thad Moseley to fill the remainder of the vacant, unexpired Regular Member term on the Community Redevelopment Agency (CRA), with a term effective date of July 16, 2024, and term expiring December 31, 2027.

Discussion: None

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Wagner, Golding, and Mayor Hoffman.

The motion passed unanimously.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to appoint Ron Whittington to fill the remainder of the unexpired 1st Alternate term on the CRA, with a term effective date of July 16, 2024, and term expiring December 31, 2027.

Discussion: None

Roll Call Vote: Ayes – Janson, Meza, Sutton, Wagner, Golding, Horn, and Mayor Hoffman.

The motion passed unanimously.

There was a consensus to not address Item C.3.

Item D **Authorize the following elected officials for travel to the FLC Policy Committee Meetings in Orlando, FL: _____.**

City Manager Staffopoulos introduced the item and provided background.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to authorize the following elected officials for travel to the FLC Policy Committee Meetings in Orlando, FL: Council Members Horn, Meza, Janson, Golding and Sutton.

Discussion: None

Roll Call Vote: Ayes – Meza, Sutton, Wagner, Golding, Horn, Janson, and Mayor Hoffman.

The motion passed unanimously.

Item E Approve/Disapprove a Sliplining and Sewer Repair Project with Insituform Technologies, LLC, on State Road A1A for an amount not to exceed \$1,143,010

Director of Public Works Dennis Barron provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve a Sliplining and Sewer Repair Project with Insituform Technologies, LLC, on State Road A1A for an amount not to exceed \$1,143,010.

Discussion: A discussion ensued about the project timeline, A1A (3rd Street), point repairs, and warranty.

Roll Call Vote: Ayes – Sutton, Wagner, Golding, Horn, Janson, Meza, and Mayor Hoffman.

The motion passed unanimously.

Item F 1. Approve/Disapprove the purchase of a Document Management System Upgrade from Upland Software, Inc., and declare Upland Software, Inc., a Sole Source Provider for future purchases;

2. Delegate the City Manager as the authorized representative to sign Upland Software, Inc., Quote No. Q-317463-3 and both Statements of Work; and

3. Authorize the Mayor and City Manager to execute the Master Services Agreement with Upland Software, Inc.

Application Services Manager Allan Keelen provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the purchase of a Document Management System Upgrade from Upland Software, Inc., and declare Upland Software, Inc., a Sole Source Provider for future purchases.

Discussion: A discussion ensued about security and the sole source agreement.

Motion to Amend: It was moved by Mr. Sutton, seconded by Mr. Janson, to amend the motion from future “purchases” to “maintenance.”

Motion to Amend Roll Call Vote: Ayes – Wagner, Golding, Horn, Janson, Meza, Sutton, and Mayor Hoffman.

The motion to amend passed unanimously.

Discussion: None

Amended Motion Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Sutton, Wagner, Golding and Mayor Hoffman.

The amended motion passed unanimously.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to delegate the City Manager as the authorized representative to sign Upland Software, Inc., Quote No. Q-317463-3 and both Statements of Work.

Discussion: None

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Wagner, Golding, and Mayor Hoffman.

The motion passed unanimously.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to authorize the Mayor and City Manager to execute the Master Services Agreement with Upland Software, Inc.

Discussion: None

Roll Call Vote: Ayes – Janson, Meza, Sutton, Wagner, Golding, Horn, and Mayor Hoffman.

The motion passed unanimously.

Item G **Approve/Disapprove the scope of services and fee schedule for Records Management Consulting Services with SML, Inc., for an amount not to exceed \$50,000**

Deputy City Manager Karen Nelson provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the scope of services and fee schedule for Records Management Consulting Services with SML, Inc., for an amount not to exceed \$50,000.

Discussion: A discussion ensued about the number of documents.

Roll Call Vote: Ayes – Meza, Sutton, Wagner, Golding, Horn, Janson, and Mayor Hoffman.

The motion passed unanimously.

Item H **Appoint _____, a City of Jacksonville Beach Resident, to a term as a Council-appointed member of the Police Officers' Retirement System Pension Board for the remainder of a term of a vacated seat expiring March 31, 2026**

Mayor Hoffman provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to appoint Matthew Grocki, a City of Jacksonville Beach Resident, to a term as a Council-appointed member of the Police Officers' Retirement System Pension Board for the remainder of a term of a vacated seat expiring March 31, 2026.

Discussion: None

Roll Call Vote: Ayes – Sutton, Wagner, Golding, Horn, Janson, Meza, and Mayor Hoffman.

The motion passed unanimously.

Consent Item B 1. Approve the First One-year Renewal of the Fiber Optic and Network Drop Services Agreement (RFQ No. 02-2223) with Tietjen Technologies; and

2. Delegate authority to the City Manager to approve and execute all subsequent renewal options through the maximum contract term

Chief Financial Officer Ashlie Gossett introduced the item and provided background.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve the First One-year Renewal of the Fiber Optic and Network Drop Services Agreement (RFQ No. 02-2223) with Tietjen Technologies.

Discussion: None

Roll Call Vote: Ayes – Wagner, Golding, Horn, Janson, Meza, Sutton, and Mayor Hoffman

The motion passed unanimously.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to delegate authority to the City Manager to approve and execute all subsequent renewal options through the maximum contract term.

Discussion: A discussion ensued about the agreement terms.

Roll Call Vote: Ayes – Golding, Janson, Meza, Wagner, and Mayor Hoffman
Nays – Horn, Sutton

The motion passed 5-2.

ORDINANCES:

Item A Adopt/Deny Ordinance No. 2024-8217 on the second reading vacating a 12-foot wide by 102-foot-long easement running in an east-west direction through Block 70 of the Oceanside Park Plat

Director of Planning and Development Heather Ireland provided background on the item.

Mayor Hoffman requested the City Clerk read Ordinance No. 2024-8217 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, VACATING, DISCONTINUING, ABANDONING, AND CLOSING THE EASTERN 102 FEET OF A CERTAIN TWELVE (12) FOOT WIDE EASEMENT RUNNING IN AN EASTERLY AND WESTERLY DIRECTION THROUGH THAT CERTAIN PROPERTY LOCATED IN THE CITY OF JACKSONVILLE BEACH, FLORIDA, KNOWN AS BLOCK 70, OCEANSIDE PARK SUBDIVISION, ACCORDING TO THE PLAT BOOK THEREOF RECORDED IN PLAT

BOOK 8, PAGE 13 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; PROVIDING FOR LEGISLATIVE FINDINGS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER'S ERRORS, RECORDING AND NON-CODIFICATION, AND AN EFFECTIVE DATE."

Mayor Hoffman read the following: "This ordinance is before this Council for a public hearing and consideration on its second reading. I will now open the public hearing on Ordinance No. 2024-8217."

Public Hearing:

The following submitted a speaker card in support of the ordinance:

- Williams Gibbs, 818 A1A, Suite 302, Ponte Vedra Beach

Mayor Hoffman closed the public hearing.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adopt Ordinance No. 2024-8217 on the second reading vacating a 12-foot wide by 102-foot-long easement running in an east-west direction through Block 70 of the Oceanside Park Plat.

Discussion: None

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Wagner, Golding, and Mayor Hoffman

The motion passed unanimously.

ADJOURNMENT:

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adjourn.

Voice Vote: In a voice vote, the motion passed unanimously.

There being no further business, the meeting adjourned at 7:36 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

Minutes of Fiscal Year 2025 Council Budget Showcase
Friday, August 2, 2024 – 2:00 P.M.
City Council Chambers
11 North 3rd Street, Jacksonville Beach, FL



The Council Budget Showcase began at 2:00 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman (absent)

Council Members:	Sandy Golding (late)	Bill Horn (absent)	Dan Janson
	Fernando Meza	John Wagner	Greg Sutton

Budget Overview

City Manager Mike Staffopoulos reviewed the following topics in the Financial Condition Report presentation [on file] for the FY2025 Budget:

- Financial Condition
- Budget Assumptions (Financial)
- Budget Highlights
- Budget Issues & Uncertainties
- Budget Concerns – Pension
- Utilities
 - Utilities summary
 - Areas of concern
- City Actions
- General Fund
 - Current Year Millage Rate Comparison
 - Where property tax dollars go
 - Income sources
 - Expenditures (by department)
 - Budgeted Public safety expenses compared to Property Tax Revenues
- Redevelopment Districts
- Financial Condition Summary

Strategic Plan Initiatives

Mr. Staffopoulos reviewed the Strategic Plan Initiatives. Department directors and City staff highlighted projects pertaining to each Strategic Plan Priority:

- **Priority 1: Quality of Life**
Information was presented by Chief Information Officer Bill Rieger, Beaches Energy Services (BES) Electric Engineering Project Supervisor Matt Seeley, BES Substation/Relay Supervisor Jamison Parker, Director of BES Alan Putnam and Director of Public Works Dennis Barron.
 - Cyber event review
 - BES Capital, Operations, and Maintenance (COM) Plan
 - BES substation investment summary
 - BES transmission system improvements
 - Penman Road Substation
 - Chlorine Conversion Project update
 - Water Reclamation Facility update
- **Priority 2: Public Safety**
Information was presented by Chief of Police Gene Paul Smith and Director of Parks and Recreation Jason Phitides.

- Police recruiting and retention challenges
- Police operations
- Urban Trails Project
- Priority 3: Local Economic Development
Information was presented by Mr. Staffopoulos, Director of Planning and Development Heather Ireland and Mr. Barron.
 - Downtown Redevelopment Plan update and timeline
 - Phase 3 C, Projects 4 & 5 update
 - Comprehensive Plan update
 - Land Development Code update
- Priority 4: Sustainability
Information was presented by Mr. Staffopoulos, Mr. Barron, Mr. Rieger, Communications Manager Jacob Board and Director of Human Resources Kimberlee Bennett.
 - Jacksonville Beach Lifesaving Station
 - Effluent elimination, Senate Bill 64
 - Council Chambers Audio Visual upgrade
 - City communications (website, social media and newsletter)
 - Human Resources recruitment strategies
- Budget Showcase tour items
Information was presented by Community Redevelopment Agency (CRA) Coordinator Taylor Mobbs and Mr. Staffopoulos.
 - CRA art installation (Beach Boulevard and 2nd Street North)
 - Painting of the City Hall, Parks and Recreation, Police Department and Operations and Maintenance buildings
 - Police SWAT van
 - Public Works endloader
 - Golf course driving range netting and Toptrace range technology

The Budget Showcase presentation in the Council Chambers ended at 3:45 P.M.

Mr. Staffopoulos invited the attendees to drive to the golf course and, en route, drive by the art installation at Beach Boulevard and 2nd Street North and view the newly painted Police and Operations & Maintenance buildings at Shetter Avenue and South Penman Road. At the golf course, Council members and attendees were able to view the new SWAT van, Public Works Endloader, and a Police vehicle with a license plate reader. Finally, information was provided by Mr. Phitides and Head Golf Professional Toni Street about improvements to the netting and the Toptracer ball tracker system for the driving range.

The Budget Showcase tour ended at 4:21 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Fiscal Year 2025 Budget Workshop
Tuesday, August 6, 2024 – 5:00 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



City Manager Mike Staffopoulos called the Budget Workshop to order at 5:09 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman (absent)

Council Members:	Bill Horn	Sandy Golding	Dan Janson
	Fernando Meza	John Wagner	Greg Sutton (remote)

Also present were Director of Beaches Energy Services Allen Putnam, Chief Financial Officer Ashlie Gossett, Director of Parks and Recreation Jason Phitides, Police Chief Gene Paul Smith, City Attorney David Migut, and Operations Support Specialist I Monica McDaniel

Beaches Energy Services

Director of Beaches Energy Service (BES) Allen Putnam highlighted FY2024 accomplishments, including receiving the Reliable Public Power Provider (RP3) Award at Diamond Level and receiving a score of 100% for the first time. Mr. Putnam summarized the Strategic Plan priorities, goals, and objectives for FY2025. Chief Financial Officer Ashlie Gosset reviewed the rate stabilization policy. Additionally, Mr. Putnam noted customers' increased use of natural gas and the completion of life extension upgrades for three substation transformers.

Parks and Recreation

Director of Parks and Recreation Jason Phitides reviewed the goals and objectives for FY2025, including improvements to Fountain View Park and the Carver Center. Mr. Phitides noted budget increases for the Ocean Rescue and Special Events Divisions. Mr. Phitides addressed the maintenance issues of public restrooms and managing the increased requests for the use of field space.

Police Department

Police Chief Gene Paul Smith highlighted the recent accomplishments for FY2024 and reviewed the objectives and departmental goals for FY2025. He noted the four additional positions filled would make it possible for the traffic unit to be full-time. Chief Smith also noted the increased focus on communicating with the community and how it positively impacts the department.

The workshop adjourned at 6:02 P.M.

Submitted by: Monica McDaniel
Operations Support Specialist I

Approved:

Christine H. Hoffman, MAYOR

Date

Minutes of Fiscal Year 2025 Budget Workshop
Friday, August 9, 2024 – 3:00 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL



City Manager Mike Staffopoulos called the Budget Workshop to order at 4:00 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman (absent)

Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Fernando Meza	Greg Sutton (remote)	John Wagner

Also present were City Manager Mike Staffapoulos, Chief Financial Officer Ashlie Gossett, Fire Marshal Steve Sciotto, City Attorney David Migut, City Clerk Sheri Gosselin, Deputy City Manager Karen Nelson, Director of Human Resources Kimberlee Bennett, Technology/Security Services Manager Joel Taylor, and Operations Support Specialist II Lauren Loria.

Executive & Legislative Department

Executive & Legislative Department heads reviewed highlights from FY2024 and the goals for FY2025. Departments included:

- City Council
- City Manager
- City Attorney
- City Clerk
- Fire Marshal

Finance

Chief Financial Officer Ashlie Gossett reviewed the Finance Department's accomplishments for FY2024. Ms. Gossett highlighted the Objectives and Departmental Goals for FY2025, including developing fund balance policies and updating the purchasing ordinance. Ms. Gossett reviewed the Finance budget and the cause for its increase. She stated there were no changes in the staffing level.

Human Resources

Director of Human Resources Kimberlee Bennett reviewed the Department's Strategic Plan Priorities, Goals, and Objectives, including overhauling the awards and recognition programs for FY2025. Ms. Bennett reviewed the Department's FY2024 Goals and Accomplishments. She highlighted the Human Resources Enterprise Resource Planning (ERP) module and comprehensive pay study. Ms. Bennett summarized changes in the Department's performance measures.

Ms. Bennett noted the new pension software solution, upcoming pension budget concerns and performance measures.

Information Services

Technology/Security Services Manager Joel Taylor reviewed the FY2025 Department Goals and Accomplishments for FY2024. Mr. Taylor highlighted the ERP, two-factor authentication, and changes to the virtual private network, and he spoke about measures taken since the cyber event.

The workshop adjourned at 4:33 P.M.

Submitted by: Lauren Loria
Operations Support Specialist II

Approved:

Christine H. Hoffman, MAYOR

Date

**Minutes of Fiscal Year 2025 Budget Workshop
Monday, August 12, 2024 – 5:00 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL**



City Manager Mike Staffopoulos called the Budget Workshop to order at 5:01 P.M.

City Council Members in attendance:

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn (late)	Dan Janson
	Fernando Meza	Greg Sutton	John Wagner

Also present were City Manager Mike Staffopoulos, Director of Public Works Dennis Barron, Director of Planning and Development Heather Ireland, Community Redevelopment Agency Coordinator Taylor Mobbs, Chief Financial Officer Ashlie Gossett, City Attorney David Migut, and Operations Support Specialist II Lauren Loria.

Public Works

Director of Public Works Dennis Barron reviewed the Strategic Plan Priorities including transition roadway maintenance to pavement condition index, chlorine disinfection system replacement at the Water Reclamation Facility (WRF) and Water Plants, performing a hydraulic model of the potable water system, maintaining and improving sidewalks, crosswalks, lighting and ADA access, developing a complete streets design guide, establishing policies for raising utilities during repair or replacement, and eliminating or diverting surface water discharge from the WRF. He highlighted changes to the business plan and completed projects related to the Capital Improvement Plan (CIP).

Planning and Development

Director of Planning and Development Heather Ireland highlighted the accomplishments for FY2024. Ms. Ireland reviewed the Department Goals for FY2025 for the following divisions: Planning, Building Inspection, and Code Enforcement. She emphasized updating the City's Land Development Code, implementing policies and programs as mandated by recent changes to Florida Statutes, obtaining certifications for building inspectors, the "Weekend Warrior" program, and enforcing the Sea Turtle Protection Ordinance. She noted the increase in the number of permits and building inspections.

Community Redevelopment Agency

Community Redevelopment Agency (CRA) Coordinator Taylor Mobbs highlighted the accomplishments for FY2024 and reviewed the FY2025 Department Goals for the Downtown and Southend Districts.

The workshop adjourned at 6:24 P.M.

Submitted by: Lauren Loria
Operations Support Specialist II

Approved:

Christine H. Hoffman, MAYOR

Date

DRAFT

**Minutes of City Council Briefing
Tuesday, August 13, 2024 – 5:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



The Council Briefing began at 5:00 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn (late) Dan Janson (absent)
Fernando Meza Greg Sutton John Wagner

Also present were City Manager Mike Staffopoulos and Deputy City Clerk Jodilynn Byrd.

Some elected officials from the cities of Jacksonville, Atlantic Beach and Neptune Beach were in attendance.

Purpose of Briefing

The purpose of the Briefing was to update the Council Members on the redesigned concept drawings of the Penman Road improvements. Representatives from the City of Jacksonville and Peters and Yaffee, Inc. would present updated concept design drawings.

City Manager

City Manager Mike Staffopoulos introduced City of Jacksonville (COJ) Professional Engineer Michael Derbaum. Mr. Derbaum summarized the previous project plans and introduced Professional Engineers, Dow Peters, Austin Chapman, Russell Yaffee, and Ben Combs, from Peters and Yaffee, Inc., to explain the proposed design changes.

A map of the project [on file] was displayed and representatives from Peters and Yaffee, Inc. answered questions from the Council members.

It was the consensus of the Council to schedule a future Community Workshop for representatives from COJ and Peters and Yaffee, Inc. to provide progress on the project and answer questions from the community.

The Briefing adjourned at 6:14 P.M.

Submitted by: Jodilynn Byrd
Deputy City Clerk

Approved:

Christine H. Hoffman, MAYOR

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	06/07/2024
SUBJECT:	Monthly Financial Reports for the Month of July 2024

BACKGROUND

Attached are the monthly financial reports for July 2024 as prepared by the Finance Department. These reports represent ten months of activity, or 83.3% of the total annual budget, and are prepared on a cash basis.

Summary Budget Reports Exhibits 1 through 6 show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 compares actual revenues and expenditures to the budget in total by fund.

FINANCIAL IMPACT

For informational purposes only.

REQUESTED ACTION

Accept the Monthly Financial Reports for the month of July 2024

ATTACHMENTS

1. 2024-07 July Financials



SUMMARY BUDGET REPORT

July 31, 2024

83.3% of Year Elapsed

Exhibit 1

General Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	16,538,236	91.6%	14,908,450	90.3%	1.3%	1,629,786
2 Licenses & Permits	924,110	116.2%	873,855	135.0%	-18.8%	50,255
3 Intergovernmental Revenue	4,632,251	101.8%	4,331,441	100.9%	0.9%	300,809
4 Charges for Services	595,136	108.6%	624,585	137.0%	-28.4%	(29,449)
5 Enterprise Contributions	3,089,978	83.3%	3,162,829	83.3%	0.0%	(72,852)
6 Miscellaneous Revenue	1,413,344	354.3%	955,907	343.9%	10.4%	457,437
7 Fines & Forfeitures	226,700	113.3%	536,172	315.4%	-202.0%	(309,472)
8 Interfund Transfers	428,214	83.3%	421,389	82.0%	1.3%	6,825
Total Revenues	\$27,847,968	96.8%	\$25,814,628	96.8%	0.0%	\$2,033,340

Current Year vs. Prior Year



Discussion

Total General Fund revenues are over budget for the current year, due in part to the timing of ad valorem tax distributions.

- The negative percent and positive dollar variance in Licenses & Permits Revenue reflects increases in the annual budget estimates larger than actual revenues received year to date.
- The decrease in charges for services is attributable to the timing of tennis and dog park fee receipts compared to the same point in the prior year.
- Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, and cemetery lots purchased. The increase from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.
- The decrease in fines and forfeitures is largely attributable to a code enforcement case settlement received in the prior year.



SUMMARY BUDGET REPORT

July 31, 2024

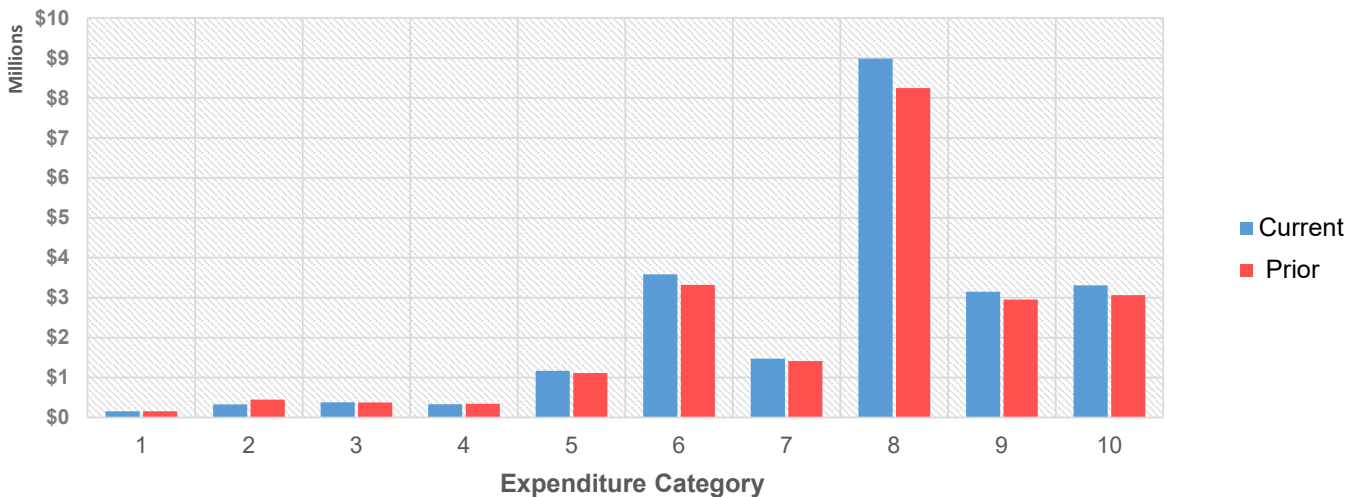
83.3% of Year Elapsed

Exhibit 2

General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	156,106	44.8%	156,759	79.9%	-35.1%	(653)
2 City Attorney	329,009	60.3%	448,247	77.6%	-17.3%	(119,238)
3 City Clerk	380,521	71.3%	376,970	78.7%	-7.4%	3,551
4 Building Maintenance	330,889	66.7%	343,001	75.5%	-8.8%	(12,112)
5 Planning and Development	1,167,692	74.5%	1,111,597	72.8%	1.6%	56,095
6 Parks and Recreation	3,582,590	79.5%	3,320,762	79.8%	-0.3%	261,828
7 Public Works	1,472,650	74.2%	1,414,915	76.7%	-2.6%	57,735
8 Police	8,982,182	82.1%	8,244,870	81.4%	0.7%	737,312
9 Fire Services	3,146,555	83.9%	2,953,276	82.7%	1.2%	193,279
10 Non-Departmental	3,306,746	75.9%	3,063,631	72.8%	3.1%	243,115
Total Expenditures	22,854,939	78.7%	21,434,028	79.0%	-0.2%	\$1,420,911

Current Year vs. Prior Year



Discussion

Total General Fund expenditures are slightly behind current year estimates and prior year expenditures on a percent of budget basis. A negative percent and positive dollar variance in a category reflects increases in the annual budget estimate larger than the actual expenditures made to date.

- The decrease in City Administration is largely due to dial-a-ride vehicle maintenance expenses and a sponsorship payment to Beaches Go Green in the prior year.
- The decrease in City Attorney expenditures is due to a position vacancy and a reduction in outside legal services in the current year versus the prior year at the same point.
- Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. FY2024 is the 5th of 10 annual payments to satisfy this obligation.



SUMMARY BUDGET REPORT

July 31, 2024

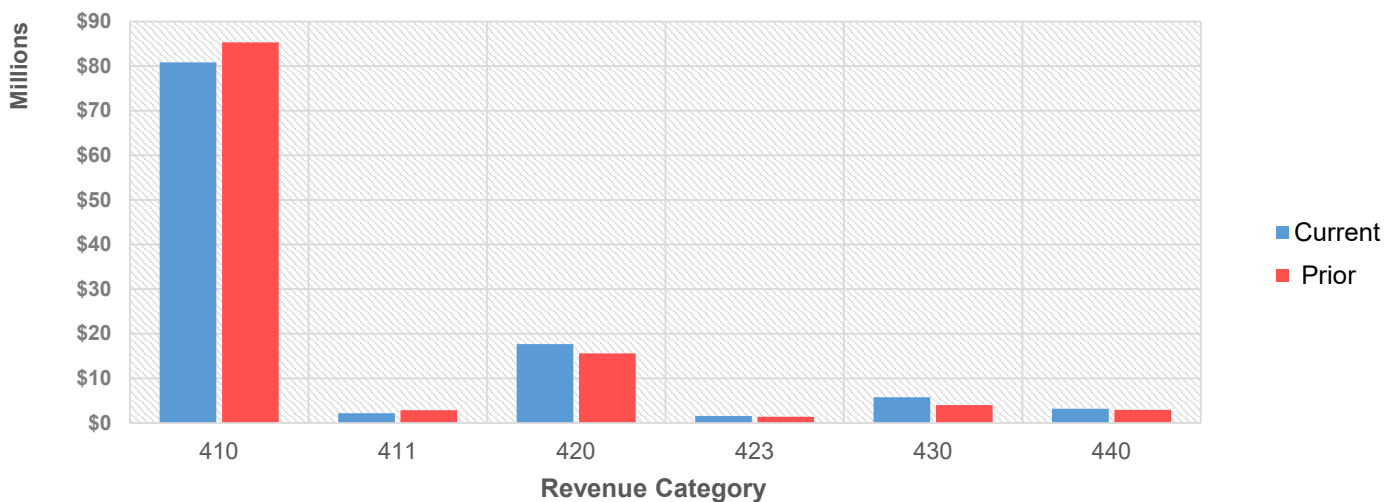
83.3% of Year Elapsed

Exhibit 3

Enterprise Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	80,843,738	81.8%	85,316,947	88.9%	-7.1%	(4,473,209)
411 Natural Gas	2,157,366	88.5%	2,842,128	128.8%	-40.3%	(684,762)
420 Water & Sewer	17,644,724	101.7%	15,566,015	97.5%	4.2%	2,078,710
423 Stormwater	1,542,192	107.9%	1,362,235	96.2%	11.7%	179,957
430 Sanitation	5,762,525	88.7%	3,980,106	102.9%	-14.2%	1,782,419
440 Golf Course	3,182,304	111.5%	2,924,430	103.0%	8.5%	257,873
Total Revenues	\$111,132,849	85.9%	\$111,991,861	91.6%	-5.7%	(\$859,012)

Current Year vs. Prior Year



Discussion

Total Enterprise Fund revenues are ahead of current year estimates and behind prior year revenues on a percent of budget basis.

410 The decrease in Electric revenues is due to a reduction in the pass-through bulk power cost adjustment used to pay for the cost of electricity from the City's provider.

411 The decrease in Natural Gas revenues reflects a reduction in the pass-through cost of gas adjustment used to pay for the cost of natural gas from the City's provider.

420 The increase in Water & Sewer revenues reflects the strong investment earnings performance compared to the prior year at the same time.

430 The dollar increase in Sanitation is largely attributable to a rate increase enacted to recover the cost of the solid waste and recycling contract. The percent decrease reflects more conservative budget estimates in the current year.



SUMMARY BUDGET REPORT

July 31, 2024

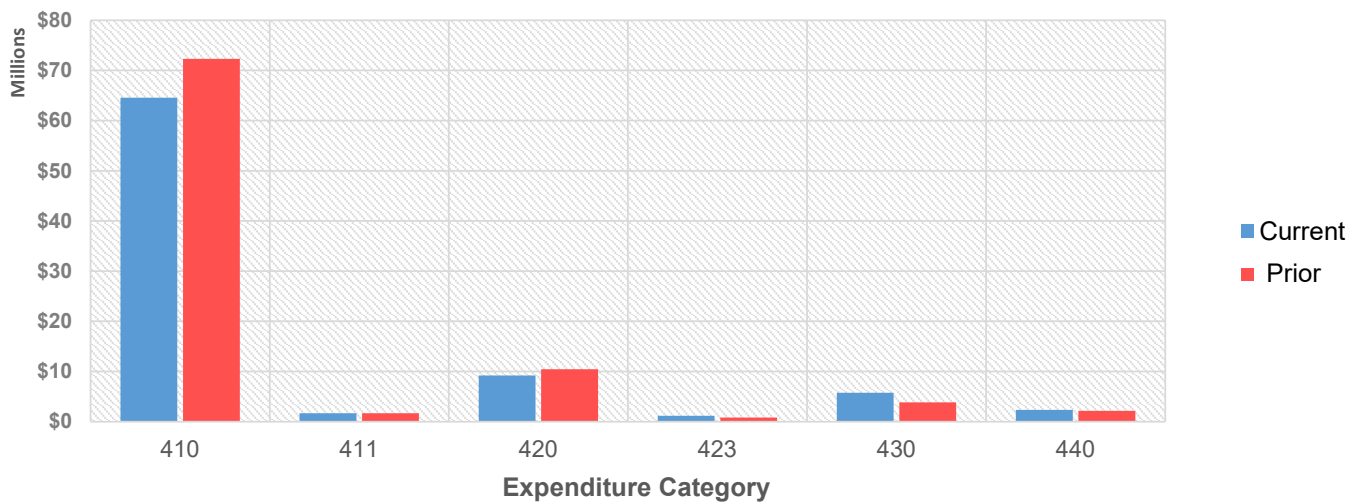
83.3% of Year Elapsed

Exhibit 4

Enterprise Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	64,558,137	60.7%	72,297,489	70.8%	-10.1%	(7,739,352)
411 Natural Gas	1,686,192	72.1%	1,662,622	81.6%	-9.5%	23,569
420 Water & Sewer	9,203,226	31.8%	10,443,663	52.0%	-20.1%	(1,240,437)
423 Stormwater	1,152,476	18.6%	799,078	16.9%	1.6%	353,398
430 Sanitation	5,761,292	76.4%	3,829,458	83.3%	-6.9%	1,931,834
440 Golf Course	2,335,197	73.5%	2,139,101	71.6%	1.9%	196,096
Total Expenditures	\$84,696,520	54.8%	\$91,171,412	66.8%	-11.9%	(\$6,474,892)

Current Year vs. Prior Year



Discussion

Total Enterprise Fund expenditures are under budget for the current year and behind prior year expenditures on a percent of budget basis.

- 410 The decrease in Electric expenditures is primarily attributable to a reduction in the cost of purchased power.
- 411 The negative percent variance and positive dollar variance in the Natural Gas fund reflects increases in budget estimates greater than actual experience to date.
- 420 The decrease in Water & Sewer expenditures is due to the timing of capital projects.
- 423 The increase in Stormwater expenditures is due to the timing of capital projects.
- 430 The increase in Sanitation expenditures over the prior year reflects the new solid waste and recycling contract. The negative variance reflects increases in budget estimates greater than actual experience.



SUMMARY BUDGET REPORT

July 31, 2024

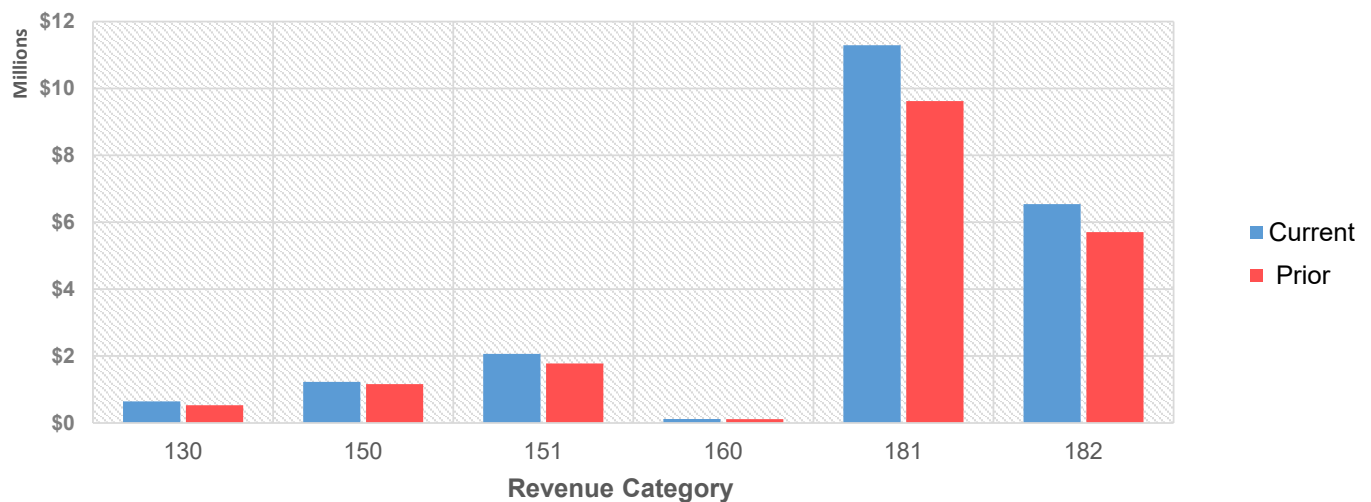
83.3% of Year Elapsed

Exhibit 5

Special Revenue Fund Revenues

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	644,117	103.7%	526,027	125.6%	-21.9%	118,090
150 Local Option Gas Tax	1,225,503	93.4%	1,157,416	100.2%	-6.8%	68,088
151 Infrastructure Surtax	2,061,090	108.6%	1,773,684	120.0%	-11.4%	287,407
160 Community Dev Blk Grant	118,214	83.2%	111,389	78.4%	4.8%	6,825
181 Downtown Increment Fund	11,291,037	116.9%	9,620,999	107.2%	9.7%	1,670,038
182 Southend Increment Fund	6,538,301	215.0%	5,703,423	193.4%	21.5%	834,877
Total Revenues	\$21,878,262	131.2%	\$18,892,937	125.0%	6.3%	\$2,985,325

Current Year vs. Prior Year



Discussion

Total revenues in the Special Revenue Funds are over budget for the current year and ahead to the prior year actuals on a percent of budget basis.

130 Convention Development revenues are normally received two months in arrears and reflect receipts through March. The negative percent variance is due to changes in annual budget estimates to reflect revenue trends.

150 The negative percent variance in Local Option Gas Tax reflects changes in annual budget estimates to reflect revenue trends.

151 The increase in Infrastructure Surtax reflects strong investment earnings performance compared to the prior year at the same time. The negative percent variance is due to changes in annual budget estimates to reflect revenue trends.

160 Community Development Block Grant revenues are received on a reimbursement basis.

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December. Increases from the prior year reflect both property tax growth and strong investment earnings performance.



SUMMARY BUDGET REPORT

July 31, 2024

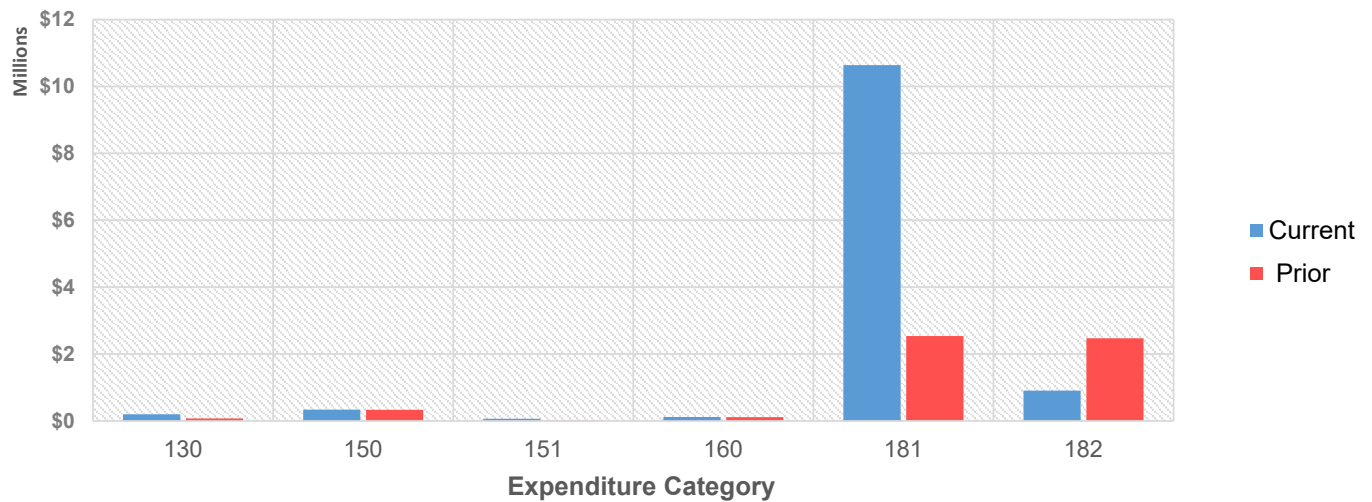
83.3% of Year Elapsed

Exhibit 6

Special Revenue Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	197,546	25.9%	71,120	9.1%	16.8%	126,426
150 Local Option Gas Tax	338,005	40.3%	329,259	40.0%	0.3%	8,746
151 Infrastructure Surtax	62,657	2.1%	12,533	1.1%	1.0%	50,123
160 Community Dev Blk Grant	118,214	83.2%	111,389	78.4%	4.8%	6,825
181 Downtown Increment Fund	10,637,468	24.1%	2,537,346	8.6%	15.5%	8,100,122
182 Southend Increment Fund	907,486	24.8%	2,468,466	20.4%	4.4%	(1,560,980)
Total Expenditures	\$12,261,377	23.3%	\$5,530,115	12.4%	10.9%	\$6,731,262

Current Year vs. Prior Year



Discussion

In total, Special Revenue Fund expenditures are under budget for the current year and ahead of the prior year on a percentage of budget basis.

160 Community Development Block Grant Fund expenditures will be reimbursed by grant funding.

181 Variances from the prior year in the Downtown Increment Fund are due to the timing of capital project expenditures.

182 Variances from the prior year in the Southend Increment Fund are due to the timing of capital project expenditures.



SUMMARY BUDGET REPORT

July 31, 2024

83.3% of Year Elapsed

Exhibit 7

Summary Revenues and Expenditures

Fund Name	Budgeted Annual Revenues	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/(Unfavorable)
001 General Fund	28,771,604	23,976,337	27,847,968	3,871,631
130 Convention Development Tax	621,000	517,500	644,117	126,617
150 Local Option Gas Tax	1,312,119	1,093,433	1,225,503	132,071
151 Infrastructure Surtax	1,897,885	1,581,571	2,061,090	479,520
160 Community Dev. Blk. Grant	142,000	118,333	118,214	(119)
181 Downtown Increment Fund	9,658,445	8,048,704	11,291,037	3,242,333
182 Southend Increment Fund	3,041,338	2,534,448	6,538,301	4,003,852
410 Electric Utility	98,807,668	82,339,723	80,843,738	(1,495,985)
411 Natural Gas Utility	2,438,230	2,031,858	2,157,366	125,508
420 Water & Sewer Utility	17,354,214	14,461,845	17,644,724	3,182,879
423 Storm Water Management	1,429,628	1,191,357	1,542,192	350,835
430 Sanitation Fund	6,496,085	5,413,404	5,762,525	349,121
440 Golf Course Fund	2,853,000	2,377,500	3,182,304	804,804
460 Leased Facilities Fund	788,500	657,083	724,124	67,041
500 Internal Service Funds	17,948,519	14,957,099	14,387,619	(569,480)
Total Revenues	\$193,560,235	\$161,300,196	\$175,970,822	\$14,670,626

Fund Name	Budgeted Annual Expenditures	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/(Unfavorable)
001 General Fund	29,033,209	24,194,340	22,854,939	1,339,402
130 Convention Development Tax	762,846	635,705	197,546	438,159
150 Local Option Gas Tax	839,471	699,559	338,005	361,554
151 Infrastructure Surtax	2,991,647	2,493,039	62,657	2,430,382
160 Community Dev. Blk. Grant	142,000	118,333	118,214	119
181 Downtown Increment Fund	44,119,064	36,765,887	10,637,468	26,128,418
182 Southend Increment Fund	3,660,338	3,050,282	907,486	2,142,795
410 Electric Utility	106,285,197	88,570,998	64,558,137	24,012,860
411 Natural Gas Utility	2,338,195	1,948,496	1,686,192	262,304
420 Water & Sewer Utility	28,896,889	24,080,741	9,203,226	14,877,515
423 Storm Water Management	6,203,912	5,169,926	1,152,476	4,017,450
430 Sanitation Fund	7,542,707	6,285,589	5,761,292	524,297
440 Golf Course Fund	3,177,468	2,647,890	2,335,197	312,693
460 Leased Facilities Fund	1,168,436	973,697	783,409	190,288
500 Internal Service Funds	18,076,519	15,063,766	14,074,153	989,613
Total Expenditures	\$255,237,897	\$212,698,247	\$134,670,397	\$78,027,850

Fund Name	Net Income/(Loss)	Net Variance Favorable/(Unfavorable)
001 General Fund	4,993,029	5,211,033
130 Convention Development Tax	446,571	564,776
150 Local Option Gas Tax	887,499	493,625
151 Infrastructure Surtax	1,998,434	2,909,902
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	653,569	29,370,751
182 Southend Increment Fund	5,630,814	6,146,648
410 Electric Utility	16,285,601	22,516,875
411 Natural Gas Utility	471,174	387,812
420 Water & Sewer Utility	8,441,498	18,060,394
423 Storm Water Management	389,716	4,368,285
430 Sanitation Fund	1,233	873,418
440 Golf Course Fund	847,107	1,117,497
460 Leased Facilities Fund	(59,285)	257,329
500 Internal Service Funds	313,467	420,134
Total	41,300,425	\$92,698,477



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

July 31, 2024

Type of Investment	10/1/2023 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	7/31/2024 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	42,784,100	696,657	(314,556)	2,054,972	(88,705)	2,348,368	-	45,132,468	0.87%
Galliard Capital Management	54,380,477	1,847,793	(181,053)	1,654,054	(109,575)	3,211,219	-	57,591,696	1.20%
Garcia Hamilton & Associates	54,737,511	1,184,061	422,550	1,453,819	(88,660)	2,971,769	-	57,709,280	1.11%
State Pooled Investment Fund	34,014,515	1,609,982	-	-	-	1,609,982	(0)	35,624,497	0.60%
Florida Trust	30,677,433	1,426,388	-	-	-	1,426,388	-	32,103,821	0.53%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	13,056,741	565,601	-	-	-	565,601	0	13,622,342	0.21%
Operating Cash: Bank of America	20,720,299	962,554	-	-	(178,401)	784,153	20,070,700	41,575,152	0.37%
Petty Cash	6,725	-	-	-	-	-	-	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	250,377,802	8,293,036	(73,059)	5,162,844	(465,341)	12,917,479	20,070,700	283,365,981	4.96%
Pension: Salem Mutual Fund	61,750,063	1,788,489	1,540,805	9,430,255	-	12,759,549	(5,000,000)	69,509,612	12.17%
Pension: Sawgrass Asset Mgt	23,702,642	854,253	(369,559)	1,873,437	(88,296)	2,269,834	5,300,000	31,272,476	2.19%
Pension: Wells Capital	14,229,811	54,071	1,643,510	3,427,388	(78,733)	5,046,236	(2,300,000)	16,976,047	5.33%
Pension: JPMCB - Strategic Property Fund	5,933,969	-	-	(712,671)	-	(712,671)	-	5,221,298	-0.51%
TOTAL PENSION INVESTMENTS	105,616,486	2,696,812	2,814,755	14,018,410	(167,029)	19,362,948	(2,000,000)	122,979,433	18.51%
TOTAL CASH AND INVESTMENTS	\$355,994,287	\$10,989,848	\$2,741,696	\$19,181,254	(\$632,370)	\$32,280,427	\$18,070,700	\$406,345,414	



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopolous, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	07/18/2024
SUBJECT:	Bid No. 2021-14 Plumbing, Electrical and HVAC Services

BACKGROUND

The contract with Vanguard Electrical Contractors and B & G Refrigeration is dated to expire 11/16/2024. The contract includes an extension provision for an additional (1) year added through 11/30/2025. Building Maintenance would like to extend the agreement. Upon legal review, it was determined that authority to choose renewal was not granted and delegated to the City Manager.

FINANCIAL IMPACT

Funding for these services is included in the annual operating budget.

REQUESTED ACTION

1. Approve the First One-year Extension of the Electrical Services Agreement (Bid No. 2021-14) with Vanguard Electrical Contractors, Inc.;
2. Approve the First One-year Extension of the HVAC Services Agreement (Bid No. 2021-14) with B&G Refrigeration Company, Inc.; and
3. Delegate authority to the City Manager to approve and execute all subsequent extension options with both vendors through the maximum contract term

ATTACHMENTS

1. Vanguard First Extension
2. B&G First Extension

**FIRST ONE-YEAR EXTENSION OF THE ELECTRICAL SERVICES
AGREEMENT BETWEEN VANGUARD ELECTRICAL CONTRACTORS, INC.,
AND THE CITY OF JACKSONVILLE BEACH**

THIS FIRST ONE-YEAR EXTENSION is made on September 20, 2024, by and between the City of Jacksonville Beach ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and Vanguard Electrical Contractors, Inc. ("Vanguard"), to extend the Agreement for the provision of Electrical Services provided by Vanguard to the City.

WHEREAS, on September 20, 2021, Bid No. 2021-14 for Plumbing, Electrical and HVAC Services was awarded by the City Council to Vanguard Electrical Contractors for the provision of Electrical Services provided by Vanguard to the City (the "Agreement"); and

WHEREAS, the Agreement had an initial three-year term beginning September 20, 2021, with an option to renew the Agreement for three additional one-year extensions for a maximum of six years; and

WHEREAS, the parties desire to extend the Agreement for the first one-year term.

NOW, THEREFORE, in consideration of the mutual covenants contained in this extension, the parties agree:

1. The term for Bid No. 2021-14 is hereby extended for the first one-year term commencing September 20, 2024, and expiring September 20, 2025.
2. All other conditions, requirements, and provisions of the specifications for Bid #2021-14 and the Agreement shall remain unchanged and in full force and effect.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON THE FOLLOWING PAGE]**

**FIRST ONE-YEAR EXTENSION OF THE ELECTRICAL SERVICES
AGREEMENT BETWEEN VANGUARD ELECTRICAL CONTRACTORS, INC.,
AND THE CITY OF JACKSONVILLE BEACH**

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin, City Clerk
Date: _____

Sign: _____
Print: Christine H. Hoffman, Mayor
Date: _____

Sign: _____
Print: Michael J. Staffopoulos, City Manager
By: _____
Date: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

VANGUARD ELECTRICAL CONTRACTORS, INC.

Sign: _____
Print: _____
Title: _____
Date: _____

(Signature of person with authority to legally bind Vanguard Electrical Contractors, Inc.)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year), by _____ [NAME], _____ [TITLE] of Vanguard Electrical Contractors, a Florida Profit Corporation, on behalf of the corporation, who is: ☐ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Notary Public
My commission expires: _____

**FIRST ONE-YEAR EXTENSION OF THE HVAC SERVICES AGREEMENT BETWEEN B&G
REFRIGERATION COMPANY, INC., AND THE CITY OF JACKSONVILLE BEACH**

THIS FIRST ONE-YEAR EXTENSION is made on September 20, 2024, by and between the City of Jacksonville Beach, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and B&G Refrigeration Company, Inc., ("B&G"), to extend the Agreement for the provision of HVAC Services provided by B&G to the City.

WHEREAS, on September 20, 2021, Bid No. 2021-14 for Plumbing, Electrical and HVAC Services was awarded by the City Council to B&G for the provision of HVAC Services provided by B&G to the City (the "Agreement"); and

WHEREAS, the Agreement had an initial three-year term beginning September 20, 2021, with an option to renew the Agreement for three additional one-year extensions for a maximum of six years; and

WHEREAS, the parties desire to extend the Agreement for the first one-year term.

NOW, THEREFORE, in consideration of the mutual covenants contained in this extension, the parties agree:

1. The term for Bid No. 2021-14 is hereby extended for the first one-year term commencing September 20, 2024, and expiring September 20, 2025.
2. All other conditions, requirements, and provisions of the specifications for Bid No. 2021-14 and the Agreement shall remain unchanged and in full force and effect.

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[SIGNATURES ON THE FOLLOWING PAGE]**

**FIRST ONE-YEAR EXTENSION OF THE HVAC SERVICES AGREEMENT BETWEEN B&G
REFRIGERATION COMPANY, INC., AND THE CITY OF JACKSONVILLE BEACH**

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin, City Clerk
Date: _____

Sign: _____
Print: Christine H. Hoffman, Mayor
Date: _____

Sign: _____
Print: Michael J. Staffopoulos, City Manager
By: _____
Date: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

B&G REFRIGERATION COMPANY, INC.

Sign: _____
Print: _____
Title: _____
Date: _____

(Signature of person with authority to legally bind B&G Refrigeration Company, Inc.)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year), by _____ [NAME], _____ [TITLE] of B&G Refrigeration Company, Inc, a Florida Profit Corporation, on behalf of the corporation, who is: ☐ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Notary Public
My commission expires: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Duston Scott, Payroll and Benefits Administrator
DATE:	07/18/2024
SUBJECT:	Second Two-year Extension of the Broker Agreement

BACKGROUND

In June 2020, the City Council awarded RFP No. 02-1920 for group medical and prescription insurance and benefits broker services as follows:

- Group Medical & Prescription Insurance - Florida Blue
- Benefits Broker Services - Wingate Insurance Group d/b/a Abentrass

The resulting agreement for Group Medical & Prescription Insurance and Benefits Broker Services with Florida Blue and Abentrass provided an initial two-year term beginning January 1, 2021, with an option to extend the agreement for two additional two-year periods.

Per the City Attorney, when the City Council awarded RFP No. 02-1920 to Florida Blue and Abentrass, it was unclear that the City Council definitively delegated authority to the City Manager to approve the subsequent renewals provided for in the Agreement. Accordingly, staff now seeks approval by the City Council of the second, and final, two-year renewal for Benefits Broker Services. The City is preparing to issue an RFP for Group Medical & Prescription Insurance.

FINANCIAL IMPACT

Funding is included in the annual operating budget.

REQUESTED ACTION

Approve the Second Two-year Extension of the Benefits Broker Services Agreement (RFP No. 02-1920) with Wingate Insurance Group d/b/a Abentrass

ATTACHMENTS

1. Second Extension Abentrass

**SECOND TWO -YEAR EXTENSION OF THE GROUP MEDICAL & PRESCRIPTION
INSURANCE AND BENEFITS BROKER SERVICES AGREEMENT BETWEEN WINGATE
INSURANCE GROUP D/B/A ABENTRAS AND THE CITY OF JACKSONVILLE BEACH**

THIS SECOND TWO-YEAR EXTENSION is made on January 1, 2025, by and between the City of Jacksonville Beach, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and Wingate Insurance Group d/b/a Abentras ("Abentras"), to extend the Agreement for Group Medical & Prescription Insurance and Benefits Broker Services provided by Abentras to the City.

WHEREAS, on June 15, 2020, RFP No. 02-1920 was awarded by the City Council to Abentras for the provision of Group Medical & Prescription Insurance and Benefits Broker Services provided by Abentras to the City (the "Agreement"); and

WHEREAS, the Agreement had an initial two-year term beginning January 1, 2021, with an option to extend the Agreement for two additional two-year periods; and

WHEREAS, on January 1, 2023, the parties entered into the First Two-Year Extension of Group Medical & Prescription Insurance and Benefits Broker Services, extending the term from January 1, 2023, through December 31, 2024; and

WHEREAS, the parties desire to extend the Agreement for the second and final two-year term.

NOW, THEREFORE, in consideration of the mutual covenants contained in this extension, the parties agree:

1. Pursuant to Article 3 of the Agreement, the Agreement is hereby extended for a final two-year term commencing January 1, 2025, and expiring December 31, 2026.
2. All other conditions, requirements, and provisions of the specifications for RFP #02-1920 and the Agreement remain unchanged and in full force and effect.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON THE FOLLOWING PAGE]**

**SECOND TWO-YEAR EXTENSION OF THE GROUP MEDICAL & PRESCRIPTION INSURANCE AND
BENEFITS BROKER SERVICES AGREEMENT BETWEEN WINGATE INSURANCE GROUP D/B/A
ABENTRAS AND THE CITY OF JACKSONVILLE BEACH**

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year last written below.

CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin
Title: City Clerk
Date: _____

Sign: _____
Print: Christine H. Hoffman
Title: Mayor
Date: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

Sign: _____
Print: Michael J. Staffopoulos
Title: City Manager
Date: _____

WINGATE INSURANCE GROUP D/B/A ABENTRAS

Sign: _____
Print: _____
Title: _____
Date: _____

(Signature of person with authority to legally bind Wingate Insurance Group d/b/a Abentras)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ (year), by _____ [NAME], _____ [TITLE] of WINGATE INSURANCE GROUP D/B/A ABENTRAS, a Florida Profit Corporation, on behalf of the corporation, who is: ☐ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Notary Public
My commission expires: _____

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Trevor Hughes, Chief of Parks Development and Maintenance
DATE:	07/22/2024
SUBJECT:	RFP No. 05-2324 Groundskeeping Materials

BACKGROUND

RFP No. 05-2324 for Groundskeeping Materials aims to procure a variety of materials essential to the agronomic success of the golf course, as well as other City parks and sports fields. Groundskeeping materials include fertilizers, pesticides, and other turf-related items.

The golf course and sports fields need constant monitoring and scouting for changes in agronomic conditions. Weeds, insects, and diseases need specific products to mitigate adverse effects and maintain proper thresholds. With weather patterns and frequently changing stress levels, a yearlong plan is complicated to predict. Maintaining sufficient stock for all pest issues would be expensive and require ample warehouse space.

Fertilizer applications are custom-blended to meet present needs. Blends are based on current soil testing and adjusted for nutrient deficiencies.

RFP No. 05-2324 was advertised from May 22–June 26, 2024. Participation was limited to authorized distributors or manufacturers in the fertilizer, herbicide, and pesticide industries. Further qualifications require a strong local sales presence, prompt customer response, and swift product delivery. Evaluation criteria included references and pricing. The City received proposals from the following seven respondents:

Bulloch Fertilizer Co.
Harrell's LLC
Helena Agri Enterprises
Howard Fertilizer
Target Specialty Products
SiteOne Landscape.
Simplot Turf and Horticulture

Each proposal was evaluated by an evaluation committee consisting of the Golf Course Superintendent, Golf Course Assistant Superintendent, Chief of Parks Development and Maintenance, and Director of Parks and Recreation. A combined scoring chart is attached. Overall, the pricing was comparable and included reasonable discounts off market value. No single respondent provided any clearly defined pricing or overall product advantage.

Each respondent offers unique product lines with specific remedies to various agronomic issues. After a thorough review, the evaluation committee concluded that each respondent met or exceeded the qualifications and resource criteria. However, specialized expertise can not be measured or quantified, yet it should not be discounted.



Due to the wide product variety, specific expertise, and specialization each respondent may offer, staff recommends awarding non-exclusive contracts to each respondent. Furthermore, these agreements would streamline the procurement process and enable swift reaction to our varying turf challenges. The term of each contract will be for one year with the City's sole option to renew the contract for four additional one-year periods. A sample contract is attached.

To review RFP No. 05-2324, click [here](#).

FINANCIAL IMPACT

The budgets for the Golf Course and Parks Maintenance operating supplies fund these materials. The annual budget for these materials is approximately \$350,000 and no adjustments are anticipated.

REQUESTED ACTION

1. Award RFP No. 05-2324 Groundskeeping Materials to Bulloch Fertilizer Co, Inc., Harrell's LLC, Helena Agri Enterprises, LLC, Howard Fertilizer & Chemical, LLC., Simplot Turf & Horticulture, SiteOne Landscape Supply, and Target Specialty Products
2. Authorize the Mayor and City Manager to negotiate and execute each Contract as a result of this RFP award; and
3. Delegate authority to the City Manager to approve and execute all subsequent contract renewals through the maximum contract term

ATTACHMENTS

1. RFP 05-2324 Intent to Award Notification
2. RFP 05-2324 SAMPLE Contract

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 RFP FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: July 16, 2024
From: Luis F. Flores, Property and Procurement Officer
RE: **RFP No. 05-2324**

Recommendation will be presented to the City Manager for:

RFP Number: 05-2324

Title: Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items

Award to: ***Bulloch Fertilizer Co, Inc., Harrell's LLC, Helena Agri Enterprises, LLC, Howard Fertilizer & Chemical, LLC., Simplot Turf & Horticulture, SiteOne Landscape Supply, Target Specialty Products***

Attached is the Selection Committee Collective Summary.

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 Notice of Intent to Submit RFP for Approval and Award By City Council from the Property and Procurement Officer.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

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 respondent for their submittal.

Luis F. Flores

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



Criteria 1 - Qualifications (30 Points)					
VENDOR	Member 1	Member 2	Member 3	Member 4	SCORE
Bulloch Fertilizer	26	27	30	30	28.25
Harrell's, LLC	28	29	30	30	29.25
Helena Agri - Enterprises	26	28	30	30	28.5
Howard Fertilizer & Chemical	27	28	30	30	28.75
Simplot Turf & Horticulture	27	29	30	30	29
SiteOne Landscape Supply	26	28	30	30	28.5
Target Specialty Products	26	27	30	30	28.25
Criteria 2 - Pricing (40 points)					
VENDOR	Member 1	Member 2	Member 3	Member 4	SCORE
Bulloch Fertilizer	38	39	40	40	39.25
Harrell's, LLC	39	37	38	35	37.25
Helena Agri - Enterprises	38	38	38	35	37.25
Howard Fertilizer & Chemical	38	38	38	35	37.25
Simplot Turf & Horticulture	37	38	39	35	37.25
SiteOne Landscape Supply	37	37	38	35	36.75
Target Specialty Products	37	39	39	38	38.25
Criteria - 3 References (30 points)					
VENDOR	Member 1	Member 2	Member 3	Member 4	SCORE
Bulloch Fertilizer	28	28	30	30	29
Harrell's, LLC	29	29	30	30	29.5
Helena Agri - Enterprises	29	28	30	30	29.25
Howard Fertilizer & Chemical	29	28	30	30	29.25
Simplot Turf & Horticulture	28	29	30	30	29.25
SiteOne Landscape Supply	27	29	30	30	29
Target Specialty Products	27	28	30	30	28.75
VENDOR	SCORE	Rank			
Bulloch Fertilizer	96.5	1			
Harrell's, LLC	96	2			
Helena Agri - Enterprises	95	5			
Howard Fertilizer & Chemical	95.25	4			
Simplot Turf & Horticulture	95.5	3			
SiteOne Landscape Supply	94.25	6			
Target Specialty Products	95.25	4			

CONTRACT
BETWEEN
the City of Jacksonville Beach, Florida,
AND
Bullock Fertilizer Co., Inc.

THIS CONTRACT is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”) by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida (“**CITY**”) and, BULLOCK FERTILIZER CO., INC., a Foreign Profit Corporation authorized to conduct business in the state of Florida with its principal address at 205 West Main Street, Statesboro, Georgia 30458 (“**CONTRACTOR**”).

WHEREAS, CITY issued RFP No. 05-2324 for Groundskeeping Materials – Fertilizer, Pesticide, Herbicide, Grass Seed and Related Items (the “**Solicitation**”); and

WHEREAS, based on CONTRACTOR’s response to the Solicitation (the “**Response**”), on August 19, 2024, the Jacksonville Beach City Council approved entering into a contract with CONTRACTOR to provide certain goods to CITY as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, CITY and CONTRACTOR agree as follows:

1. **Engagement and Performance of Work.** CITY engages CONTRACTOR to perform the Work, and CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Contract.

2. **Compensation.** CITY shall pay the CONTRACTOR for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

3. **Term.** The term of this Contract shall commence on the Effective Date and shall continue for a period of one year, unless sooner terminated in accordance with the terms of the Solicitation. CITY shall have the right, in its sole discretion, to renew this Contract for up to four additional terms of one year each.

4. **Contract Documents.** This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments;
- Any Addenda to the Solicitation issued by CITY;
- The Solicitation as originally issued by CITY, including all amendments, technical specifications, appendices and exhibits thereto;
- Any Purchase Order(s);

- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by CITY.

5. **Notices.** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to CITY: City of Jacksonville Beach
Attn: Trevor Hughes
11 North Third Street
Jacksonville Beach, Florida 32250
Email: thughes@jaxbchfl.net

With a Copy to: City of Jacksonville Beach
Purchasing Division
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

As to CONTRACTOR: Bulloch Fertilizer Co., Inc.
Attn: XXX
Contracting Party Address
Email: XXX

6. **Authority.** CONTRACTOR represents and warrants to CITY that CONTRACTOR has full right and authority to execute and perform its obligations under this Contract, and CONTRACTOR and the person(s) signing this Contract on CONTRACTOR's behalf represent and warrant to CITY that such person(s) are duly authorized to execute this Contract on CONTRACTOR's behalf without further consent or approval by anyone. CONTRACTOR shall deliver to CITY promptly upon request all documents reasonably requested by CITY to evidence such authority.

7. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

8. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

9. **Counterparts.** This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Contract may be delivered by

facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on CITY and CONTRACTOR with the same effect as if original signatures had been exchanged.

SAMPLE

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, CITY and CONTRACTOR have duly executed this Contract as of the Effective Date.

CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
Christine Hoffman, Mayor

BY: _____
Michael D. Staffopoulos, City Manager

ATTEST: _____
Sheri Gosselin, City Clerk

Date Signed: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

CONTRACTOR: BULLOCH FERTILIZER CO., INC.

BY: _____

PRINT: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____

Date Signed: _____

PRINT: _____

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	07/30/2024
SUBJECT:	Approve OL Connect, ConnectRight Mailer Statement of Work and Fee of \$48,889.09 to Upgrade the City's Utility Bill Production and Distribution Software, and Declare Pitney Bowes a Sole Source Provider for Annual Software Service Agreements

BACKGROUND

In 2012, the City undertook a 2-year project with Pitney Bowes to custom design its utility bills and introduce electronic billing to meet our customers' demand for paperless solutions. Since 2014, the resulting OL Connect and ConnectRight Mailer programs have provided the following functionality:

- Customizable utility bills to include special messaging
- Useful historical consumption graphs
- Pre-sorting mail which allows the City to take advantage of discounted postal rates
- E-billing for customers' convenience
- Ability to auto archive documents

The current technology platform is at its end of life and the vendor will not extend the support agreement past September 30, 2024. The utility billing Enterprise Resource Planning implementation project includes new software for the functionality listed above, but the "go-live" is uncertain. In the months preceding the cyber event, the project lost momentum as the vendor worked to fix issues in their meter integration software. Then, all work was paused while staff worked to recover from the cyber event.

Because this software is critical for financial functions, staff recommends proceeding with an upgrade to the current system. The vendor estimates that it will take around 90 days to complete the upgrade, and they will provide support as needed for our current system until the new platform is ready. The cost to upgrade OL Connect and ConnectRight Mailer is \$48,889.09. Annual support and maintenance costs are \$5,376.

FINANCIAL IMPACT

Funding for the upgrade is available in the General Capital Projects, ERP Project Reserve and the budget in account 315-00-0000-519-63-563000 will be adjusted at yearend. Funding for the annual maintenance is included in the Finance Department's annual operating budget; no adjustments are required.

REQUESTED ACTION

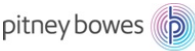


City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach, FL 32250

Approve OL Connect, ConnectRight Mailer Statement of Work and Fee of \$48,889.09 to Upgrade the City's Utility Bill Production and Distribution Software, and Declare Pitney Bowes a Sole Source Provider for Annual Software Service Agreements

ATTACHMENTS

1. Quote OL Connect Upgrade
2. SOW Pitney Bowes OL Connect



Purchase Agreement/Equipment and Software Maintenance Agreement

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Client / DBA Name of Client	Tax ID # (FEIN/TIN)
CITY OF JACKSONVILLE BEACH AKA BEACHES ENERGY	473690585

Sold-To: Address
11 3RD ST N, JACKSONVILLE BEACH, FL, 32250-6951, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Deborah DINEEN	9042476247	0011089503

Bill-To: Address
11 3RD ST N, JACKSONVILLE BEACH, FL, 32250-6951, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
		0010228280	

Ship-To: Address
11 3RD ST N, JACKSONVILLE BEACH, FL, 32250-6951, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Deborah DINEEN	9042476247	0011089503

PO #

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	OLCONNECT	OL Connect Software	PURCHASE	\$ 0.00
1	397-B	10lb/5kg USB Scale	PURCHASE	\$ 89.70
1	CRM8	CRight Mailer Elec Deliv Integrated SW	PURCHASE	\$ 2,168.95
	CSS4	Implementation Half Day Rate - CCM	PURCHASE	\$ 30,530.00
	F90I	Basic Installation and Training	PURCHASE	\$ 0.00
	MSSD	Implementation Day Rate Mailing	PURCHASE	\$ 1,345.00
1	PB-OL-CPRO	OL Connect - Professional	PURCHASE	\$ 13,350.00
1	SMA_TIER2	SMA Tier 2-Software Service Agreement	SMA	\$ 5,376.00
1	STDsla	Standard SLA-Equipment Service Agreement (for OL Connect Software)	SLA	\$ 0.00
	WSMG	CRightMailer Install Train Mail Run Asst	PURCHASE	\$ 1,405.44

Purchase Total**	\$ 48,889.09
Monthly Total**	\$ 0.00
Annual Total**	\$ 5,376.00

***Plus applicable taxes which will be applied at the time of billing.*

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
N/A	N/A	Software Maintenance	\$ 5,376.00

Tax Exempt

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required

() Purchase Power® transaction fees included
() Purchase Power® transaction fees extra

Shipping and Handling	\$ 0.00
------------------------------	---------

Initial Term : 12 Months

***Plus applicable taxes which will be applied at the time of billing.*

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction.

44102100-17-1
State/Entity's Contract #

Client Signature

Print Name

Title

Date

Email Address

Sales Information

Harold Merriott	dean.merriott@pb.com
Account Rep Name	Email Address

*OL™ Connect (OLC), ConnectRight Mailer
(CRM)*

Statement of Work

City of Jacksonville

2/28/2024

Version 0011089503.1

JA616DI

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Our goal is to deliver the Professional Services included in the Sales or Lease Agreement with the client to assist with the implementation of the following product(s): **OL™ Connect (OLC), Relay 5000**. We agree to and will deliver the following items:

- **Project Description** – Meet solution objectives described in this **Statement of Work (SOW)**
- **Project Scope** – Complete pre-sales business analysis, schedule installation, deployment, development, testing and client training.
- **Project Deliverables** – Pre-sales business analysis is complete and required documents are signed and accepted by the client sponsor(s). The section below lists all the milestone project phases for successful completion of this project. The expected costs are set forth in the Sales or Lease Agreement, based on known project requirements documented and approved in Milestone 1 (see table below).

Milestone	Project Phase
1. Pre-Sales Business Analysis & Solution Design	Statement of Work Reviewed
2. Technical Design & Deployment	- Project timelines - Development - Configuration & Installation - End User Training
3. Transition	Client Solution Acceptance

- **Change Management** – Any requested modifications to the solution design must be in writing and signed by an authorized representative of each party. The Change Request Document (CRD) will describe the request for services, communicate feasibility and fee where applicable to deliver the change.
- **IT Engagement** – It is the Client's responsibility to present SOW to and review SOW with the necessary Information Technology resources to facilitate the technical components of this solution. These components may include, but are not limited to, client-required security reviews, authentication methods, integration, appropriate PC rights and permissions, remote access protocols, and necessary network access.
- **No Representation or Warranty**, express or implied, statutory or otherwise, is given in this Statement of Work or any Statement of Work Addendum or Change Request Document, relating to any software, equipment and/or services provided by Pitney Bowes; and all such representations and warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose arising from or related to the Statement of Work, Statement of Work Addendum, or Change Request Document are hereby disclaimed. The only representations or warranties given by Pitney Bowes, if any, are as stated in the written software license and maintenance agreement, sale agreement or lease agreement that may be applicable to the software, equipment and/or services provided by Pitney Bowes.

Accepted and Agreed to by:

City of Jacksonville

Pitney Bowes Inc. (PB)

Signed: _____

Signed: _____

Name: _____

Name: Jason DiDonna

Title: _____

Title: Solutions Consultant

Date: _____

Date: _____

Executive Summary

- Currently using PP7 with PBFirst
- Need to upgrade to OLC due to EOS of PP7 and PBFirst

Project Objectives

- Automate printing, folding, and inserting of documents via Pitney Bowes provided solution

Summary of Scope

Location Details

Name	City of Jacksonville				
Address	11 3 rd St N				
City	Jacksonville	State/Province	FL	PostalCode	32250
Contact Name	Deborah Dineen				
Contact Phone	(904) 247-6247				
Contact Email	ddineen@beachesenergy.com				

In Scope: Reconstruction of an existing job

- Product Name(s): **OL™ Connect (OLC), ConnectRight Mailer (CRM)**
- To be installed in the following environment(s): **Production**

Job-1: Bills

Standard job details

Input File Type:	Other (TXT)
Volume:	2500 per day
Multiple Files:	Yes
Multiple Records per File:	Yes
First page identifier	Page 1
Document Length:	Multiple pages
Orientation:	Portrait
Page Size:	Letter
Printing Type:	Simplex
Tray Switching:	No
Postal Processing:	Postal Coding, MoveUpdate, TrackMyMail (TMM) Standard default address variance report
File Based Processing:	No
Track My Mail:	No
Insert Barcode Info:	N/A
Barcode Placement:	none (If possible, create a mockup and place in the Appendix)
Final output type:	PDF, Email and Print OL™ Connect to scale and shift the document to create space for 2d barcode

*Effective 1/28/2024; Client must set up an account with USPS via PostalOne!® for electronic submission of the mail.dat file delivery of the pre-sort report due to requirements as set forth by the USPS

Custom job details: Details to be listed

- Business Rules
- Output processing

JD

C O N F I D E N T I A L

City of Jacksonville - Multi-product Solution

BPN: 0011089503

CCM SOW Template v04.00.00

- Normal
- Email
- Exclude from Email
- Data Overflow
- Exclude print
- Custom text section on output of document that applies – that's comes from the waves text file
- Custom field on output file from text that client can customize/change dynamically
- Exclude from Email- EmailExcludeFile.txt send to ExcludedFromEmail folder
- Exclude from Print - PrintExcludeFile.txt send to ExcludedFromPrint folder
- DATA OVERFLOW:
 - These are records for which there are too many meters >4 (graphs for water or electric) to fit on the document, or too many line items for the left-hand side detail to fit the document.
 - DataOverFlowFile.txt send to DataOverFlow folder
- Looking for condition "is bill" pulling from a location
- Bills and letters need to distinguish the outputting of bills and letters
- Remove the CRLF from the Waves Of Info text file
- Sets Job Info 8 to False. This will instruct the Design Document that this output is destined for print. This means that the background images of the pre-printed stock will not be generated by the design document.
- Sets Job Info 8 to True. This will instruct the Design Document that this output is destin for Email. This means that the background images of the document will be generated by the design document.
- CRM
 - JobDefHandle=CTJXB_MIXEDWEIGHT
 - InputFileName=CTJXBbil_Export.csv
 - OutputFileName=CTJXBbil_Output.csv
 - JobPresort.MailingDate=2020-10-02
 - JobPresort.MailDatJobID=4010702C
 - JobPresort.CoaDate=Today
 - JobPresort.IMbMailSeqMailerID=908160001
 - JobPresort.IMbMailSeqStart=412739
 - DisableCOA=True
 - DisablePresort=False
- (Optional) TMM key fields
 - Key fields: must specify fields if proposing this service
 - Customer Unique Identifier and User Defined fields:
 - The Customer Unique Identifier is max 20 characters (required field)
 - There are two additional optional User Defined fields (max 100 characters each)
 - It is recommended to involve TMM representative

Print outputs / Envelope selection: Typical number of sheets to be inserted into envelope is as follows. (BA must define sheet counts based on specific application):

- Normal – 1-5 sheets
- Mid-count – 6-10 sheets
- Overcount – 11-25 sheets
- Super over-count – >25 sheets. Manual insertion.
 - **Note:** exact number of pages into envelopes will differ based on client paper stock, the number of inserts added through inserter, and other unforeseen variables.

Out of Scope:

All areas not specifically covered in this document are outside of the scope of this project, including but not limited to:

- Client to provide IT resources as needed for workstation/peripheral setup

- Work to be performed during normal business hours M-F 8AM-5PM

Key Assumptions / Constraints / Dependencies

Assumptions/Constraints/Dependencies:

- Standard archive (see appendix)
- Client will provide access (remote & onsite) and support, as needed, for network integration of software and hardware
- Client to provide samples needed for development & testing
- Workstation / Server environment readiness
 - Client shall **provide** a Workstation or Server location for installation
 - If the location changes during the installation, a charge may be assessed for the additional installation
- Network readiness / IT availability

Change Requests:

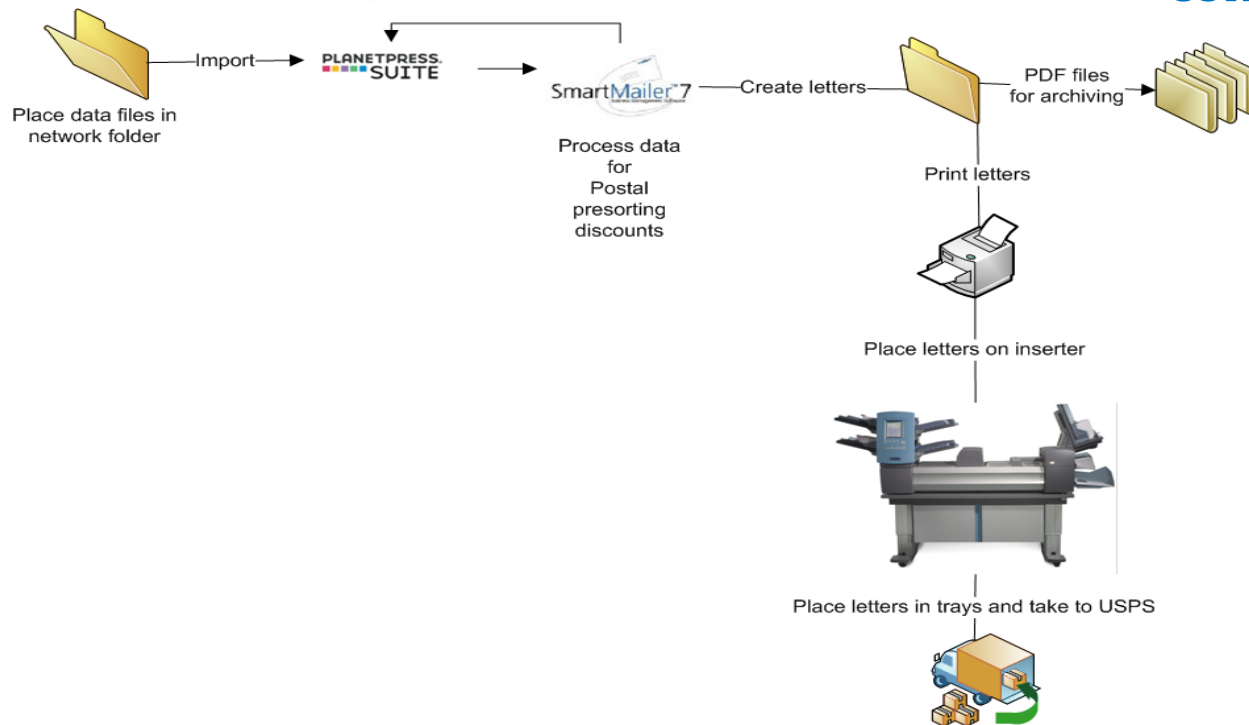
- Any changes to the project scope will require Change Request Document (CRD) and quoting of development effort

Client Readiness Requirements

- Client is responsible for all facilities-related preparation, including power, networking, etc. in accordance with PB requirements.
- Please note that changes to these specifications and/or incomplete site preparation by Client will result in delayed implementation and additional charges to Client, including charges for initial and subsequent visits during which work cannot be completed due to lack of Client readiness. Delays resulting from Client readiness issues will not result in delays in billing or payment requirements.

Business Process Overview

As-Is: Currently using PP7 with PBfirstPD



End-User process workflow:

- Place compatible input into the designated folder accessible by solution
- Initiate job process using solution interface
- Gather printed output from printer
- Place and select specified job on inserter
- Upon successful insertion, run finished mail pieces via postage equipment

Technical Requirements

Client Workstation Requirements:

- Solution / end-user interface requires .NET application to be installed on individual workstations requiring access to the software

Server Requirements / Network Requirements / Application Security Requirements:

- See specification documents in appendix (*Most current PPC, & CRM specs doc to be attached in appendix prior to obtaining client signature*)

Training Requirements: (Client and PB deliverables)

- **End User Training:** Pitney Bowes will provide training on-site in one (1) session, for up to four (4) hours for up to two (2) participants. The Client will select the users to be trained, ensure their PC skills are adequate for the operation of the system, and make them available for the duration of the training without interruptions.

Disaster and Recovery: (Client deliverables)

- Maintenance of data backups, backup planning, scheduling, and disaster recovery planning and implementation for the server, database, and all workstations are the responsibility of the Client.

JD

C O N F I D E N T I A L

City of Jacksonville - Multi-product Solution

BPN: 0011089503

CCM SOW Template v04.00.00

- Planning & implementing data redundancy and failover processes are the responsibility of the Client.

Remote Access Requirements:

- Remote Access via TeamViewer/Client-provided VPN (or similar application) to solution for installation, configuration, testing, training, and ongoing support.

Appendix: Standard Archive

Advanced Technology Group (ATG) projects have a Standard Archive feature that preserves the Input, Output, and Print for each batch that is run for each job. These are located in a folder structure that is known as the Framework on the local C drive. The ATG will assign a 5-character code (CCCCC) for the project and a 3-character code for each job (lt1).

Within each job there will be an Archive folder with Input, Output, and Print subfolders. Each batch is separated by Run Date and Run Time subfolders. The Input folder will contain a copy of the original input data. The Output folder will contain any exports and postal processing files. The Print folder contains PDFs of the completed documents (Adobe Reader or other PDF Viewer is necessary to view Archive files).

For example:

```
C:\pbCCMData\CCCCC\lt1\Archive\Input\YYYYMMDD\HHMMSS
C:\pbCCMData\CCCCC\lt1\Archive\Output\YYYYMMDD\HHMMSS
C:\pbCCMData\CCCCC\lt1\Archive\Print\YYYYMMDD\HHMMSS
```

Appendix: OL Connect Specifications

System Requirements & Information

These are the system requirements for PlanetPress Connect 2021.2

Operating System (64-bit only)

- Microsoft Windows 2012/2012 R2 Server
- Microsoft Windows 2016 Server
- Microsoft Windows 2019 Server
- Microsoft Windows 8.1
- Microsoft Windows 10 (Pro and Enterprise versions only)

Note:

Windows 2008 R2 Server, Windows 7.0, Windows 8.0, Windows XP, Windows 2003 and older versions are not supported by PlanetPress Connect.

Windows 2012 Server is **NOT** supported for Connect Send.

Virtual Environments Requirements

PlanetPress Workflow Support the following virtual environments:

- VMWare Environments. This includes VMWare Player, VMWare Workstation as well as VMWare ESX Server.
- VMWare VMotion. This means the virtual machine hosting PlanetPress Workflow can be automatically moved from one ESX server to another in a clustered installation.
- Microsoft Hyper-V/Azure infrastructure environments.

- Amazon Web Services (AWS)

PlanetPress Workflow is *not* officially supported on any other virtual machines such as Virtual PC, Parallels, Bochs, Xen, etc. While running PlanetPress Workflow on these virtual machines may work fine we have not tested them and cannot offer support for them.

The PlanetPress Workflow End-User License Agreement (EULA) specifies that a PlanetPress Workflow software license may only be used on a single virtual or physical PC at a time. While copying a virtual machine for backup purposes is acceptable, running two instances of the same machine, using the same serial number, is strictly prohibited.

Minimum Hardware Requirements

Due to its versatility, OL Connect is used for a wide variety of applications. Consequently, it is difficult to determine which hardware configuration will produce the best results for any given implementation. The following specs should therefore be viewed as a general guideline that is most likely to produce expected results for most implementations. You should, however, keep in mind that it may not represent the optimal setup for your particular application.

- NTFS Filesystem (FAT32 is not supported)
- CPU Intel Core i7-4770 Haswell (4 Core)
- 32GB RAM
- Disk Space: At least 500GB (1TB & Solid-State Drive Recommended)

High-Performance Hardware

The following is suggested when processing speed is important. Before looking into a Performance Packs to enhance performance, ensure that the below requirements are met.

- **A physical, non-virtualized server.** VMWare servers are great for reducing the numbers of physical machines in your IT space, but they must share the hardware between each other. While you can create a virtual machine that seems as powerful as a physical, it will still be sharing hardware with any other virtual machines, and this will adversely affect performance.
- **MySQL Database on a separate machine.** MySQL's main possible bottleneck is file I/O, and as such a high-performance setup will require this server to be on a separate machine, ideally with a high-performance, low-latency hard drive. A Solid-State Drive (SSD) would be recommended.
- **High-Quality 32+ GB RAM.** This is especially true when working with many server instances ("speed units") running in parallel. The more parallel processing, the more RAM is recommended.
- **4 or 8 physical cores.** We are not talking Hyper-Threading here, but physical cores. Hyper-Threading is great with small applications, but the overhead of "switching" between the virtual cores, and the fact that, well, they are virtual, means the performance is much lesser on high-power applications such as OL Connect. In short, a dual-core processor with Hyper-Threading enabled is not equivalent to a quad-core processor.

Antivirus Considerations

PlanetPress Workflow generates a very large amount of temporary data on your hard disk, especially when manipulating or creating PDF files. This can sometimes cause issues when any other software is trying to access the temporary files at the same time as PlanetPress Workflow and its components are trying to read, write, create or delete those files.

If you experience these issues you may want to temporarily disable your antivirus "live", "daily" or "deep" scans for the following folders and processes:

WARNING:

Disabling any antivirus scanning permanently on any folder or program is not recommended, and Objectif Lune cannot be held reliable for any consequence of disabling your antivirus or whitelisting the folders or executables listed here, or any other change in your antivirus protection setup!

- On Windows 7/2008: o C:\ProgramData\Objectif Lune\PlanetPress Workflow 8\
- o C:\Users\[user]\AppData\Local\Temp\ (where [user] is the user under which Workflow is configured)
- o C:\Users\[user]\Connect (where [user] is the user under which Workflow is configured)
-
- On all systems: o C:\Windows\Temp\
-

Note:

C:\Windows\Temp\ is used by multiple software which may cause risks on your computer. However, PlanetPress Workflow may use this folder as temporary storage, especially in the case of creating PDF files. We do not recommend disabling scan on this folder, unless you notice performance issues when generating PDFs, and then only as a test.

• Processes:

- o FTPPutService.exe
- o HTTPService.exe
- o LPDService.exe
- o LPRService.exe
- o PPWatchService.exe
- o PSWService.exe
- o SerialService.exe
- o SMTPService.exe
- o TelnetService.exe
- o ppNode.exe
- o PPFaxService.exe
- o PPIImageService.exe
- o MessengerService.exe

Network Considerations

While PlanetPress Workflow is typically installed on a server machine that is only accessed by one single user such as an IT person, multiple users logging on to that machine is a possibility. Because each user may have different local and network rights, it may be important to consider the implications in regards to PlanetPress Workflow.

Local and Network Rights

Programs, such as PlanetPress Workflow and all its services, must identify themselves in order to be granted permission to perform operations on the computer on which they run as well as on other computers accessible via a network connection. On a given workstation, you can configure your PlanetPress Workflow to use either the local system account or any specific user account. When you do this, you grant PlanetPress Workflow and all its services the same rights associated with the selected account.

When you are running PlanetPress Workflow Configuration program on a workstation, if it is associated with an account that is different from your account, the following icon is displayed in the lower right corner of PlanetPress Workflow Configuration program: . The icon reminds you that the logon information is different for the PlanetPress Workflow services, and that some network resources may not be accessible by PlanetPress Workflow when running a live configuration.

Account Requirements

PlanetPress Workflow and its services require administrator rights to run on any given computer and must therefore be associated with an account that has such rights.

We recommend creating a network or domain account specifically for the PlanetPress Workflow services, which has administrator credentials on the machine where it is installed and is given proper rights for any network resources your configuration may request.

Network Ports Used by Each Service

The port configuration for each PlanetPress Workflow Input task or Output task is described in the following table. The port number assignments comply with Internet standards. If a PlanetPress Workflow component is not active, the port is not used.	Protocol	Local Port	Remote Port
Component			
Email Input (POP3 mode)	TCP	Default1	110
Email Input (Outlook mode)		see Remote Port	See Network Ports Used by Key Microsoft Server Products
Folder Capture		Default1	Standard Windows file and printer sharing ports2: • UDP 137, 138; TCP 139 (NetBIOS over TCP/IP (NetBT)) • UDP 445; TCP 445 (SMB over TCP/IP)
LPD Input		515 (listening port)	N/A
FTP Input	TCP	Default1	21
Telnet Input	TCP	Default1	9100 (configurable)
FTP Output	TCP	Default1	21
Email Output (SMTP mode)	TCP	Default1	25
Email Output (Outlook mode)	TCP	See Email Input (Outlook mode)	See Email Input (Outlook mode)
Send to Folder Windows Queue Output	TCP	Default1	Standard Windows file and printer sharing ports2: • 137, 138 and/or 139 (NetBIOS over TCP/IP (NetBT)) • 445 (SMB Over TCP/IP)
LPR Output	TCP	Default or 721 to 7313	515
PlanetPress Database	TCP or UDP	Unknown4	Unknown4
SNMP Condition	UDP	Default1	161

Appendix: Specifications

Revision History

Revision	Date	Author	Changes
1.0	2/28/2024	Jason DiDonna	Original Document Created

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	08/06/2024
SUBJECT:	Bid No. 2324-1-10 Unleaded Gasoline and Diesel Fuel

BACKGROUND

The City purchases approximately 133,000 gallons of unleaded gasoline and approximately 36,000 gallons of diesel fuel, annually. Purchases are based on fixed price factors depending on the fuel category. The duration of the bid award is 12-months with the City's sole option to renew for two addition one-year periods per the same terms and conditions stated in the solicitation and response.

To accommodate fuel price volatility, bid specifications required bulk fuel suppliers to provide pricing based on a "mark-up" or a "mark-down" of the price per gallon for the Port of Jacksonville, as published in the Pad 1 Report by the Data Transmission Network (DTN FastRacks Averages). The City's cost-per-gallon would therefore be the DTN rate for the Port of Jacksonville on the day of fuel delivery, plus or minus the supplier's submitted mark up or mark down for unleaded gasoline and diesel fuel, respectively.

Fuel is ordered on an "as needed" basis and is usually delivered within 24 hours. In the event the low bidder cannot meet the delivery schedule or the City's demand, the next qualified low bidder will be used.

In June 2024, the Property and Procurement Division emailed bid invitations to 17 bulk fuel suppliers and received seven responses. Mansfield Oil Company of Gainesville, Inc. (Item 1: Unleaded Gasoline delivered to the Operations & Maintenance Facility) was the lowest qualified bidder for unleaded gasoline; Petroleum Traders Corporation (Item 2: Diesel Fuel delivered to the Operations & Maintenance Facility) and Sunoco, LLC (Item 3: Diesel Fuel delivered to various locations) were the lowest qualified bidders for diesel fuel, respectively. It is recommended that the bid be awarded to secondary contractors in the event the primary contractor is unable to cope with demand, or should lead times or standards of performance become unacceptable to the City requirements, or if the bid is terminated for cause or convenience.

To review Bid No. 2324-10 and all addenda, click [here](#).

FINANCIAL IMPACT

Funding for fuel purchases is included in each department's annual operating budget.

REQUESTED ACTION

Award Bid No. 2324-10 Unleaded Gasoline and Diesel Fuel to the Lowest Qualified Bidders: Mansfield Oil Company of Gainesville, Inc., as Primary contractor and Petroleum Traders Corporation as Secondary contractor for Item 1; Petroleum Traders Corporation as Primary



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

contractor and LV Hiers, Inc., as Secondary contractor for Item 2; and Sunoco, LLC, as Primary contractor and LV Hiers, Inc., Secondary contractor for Item 3

ATTACHMENTS

1. Bid 2021-11 Intent to Award Notification

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: June 28, 2024

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2324-10 Unleaded Gasoline and Diesel Fuel**

Recommendation will be presented to the City Manager for intent to award of bid item 1 to **Mansfield Oil Company of Gainesville, Inc. – Primary, Petroleum Traders Corporation - Secondary**, bid item 2 to **Petroleum Traders Corporation – Primary, LV Hiers, Inc. – Secondary** and bid item 3 to **Sunoco, LLC – Primary and LV Hiers, Inc. – Secondary** for Bid No. 2324-11 Unleaded Gasoline and Diesel Fuel.

The Secondary Contractor may be used if the Primary Contractor is unable to cope with demand, or should lead times or standards of performance become unacceptable to the City requirements, or if the contract is terminated for cause or convenience.

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 the respondent receives 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.

Following is the bid tabulation:



Item 1: Unleaded Gasoline delivered to O & M Facility

Rank	Bidder Name	Mark up "+" down "-"	Bid Amount	2nd year Firm Price	3rd year Firm Price
1	Mansfield Oil Company - Primary	-	\$0.0226	Yes	Yes
2	Petroleum Traders Corporation - Secondary	-	\$0.0166	Yes	Yes
3	Sunoco, LLC	-	\$0.0057	Yes	Yes
4	LV Hiers, Inc.	+	\$0.0020	Yes	Yes
5	Gate Fuel Service, Inc.	+	\$0.0171	Yes	Yes
6	Colonial Oil Industries, Inc.	+	\$0.0267	No	No
7	World Fuel Services, Inc.	+	\$0.0395	No	No
	James River Solutions, LLC		No Bid		

Item 2: Diesel Fuel delivered to O & M Facility

Rank	Bidder Name	Mark up "+" down "-"	Bid Amount	2nd year Firm Price	3rd year Firm Price
1	Petroleum Traders Corporation - Primary	+	\$0.0695	Yes	Yes
2	LV Hiers, Inc. - Secondary	+	\$0.0699	Yes	Yes
3	Sunoco, LLC	+	\$0.0700	Yes	Yes
4	Mansfield Oil Company	+	\$0.0725	Yes	Yes
5	Colonial Oil Industries, Inc.	+	\$0.0754	No	No
6	Gate Fuel Service, Inc.	+	\$0.0843	Yes	Yes
7	World Fuel Services, Inc.	+	\$0.2100	No	No
	James River Solutions, LLC		No Bid		

Item 3: Diesel Fuel delivered to various locations

Rank	Bidder Name	Mark up "+" down "-"	Bid Amount	2nd year Firm Price	3rd year Firm Price
1	Sunoco, LLC - Primary	+	\$0.9700	Yes	Yes
2	LV Hiers, Inc. - Secondary	+	\$0.9900	Yes	Yes
3	Gate Fuel Service, Inc.	+	\$1.1210	Yes	Yes
4	Colonial Oil Industries, Inc.	+	\$1.2173	No	No
	James River Solutions, LLC		No Bid		
	Mansfield Oil Company		No Bid		
	Petroleum Traders Corporation		No Bid		
	World Fuel Services, Inc.		No Bid		

Luis F. Flores

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

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	08/06/2024
SUBJECT:	Bid No. 2324-08 Road Striping Services

BACKGROUND

The Public Works (PW) Department's contract for Road Striping Services - Thermoplastic and Painted Pavement Markings is expiring. The PW Department issued Bid No. 2324-08 Pavement Road Striping Services for a new three-year contract, with three additional one-year extension periods for a maximum of six years.

The City solicited competitive bids from ten vendors and received only one response from Landmark Paving, LLC. Landmark Paving, LLC, is the current contract holder, and PW is satisfied with their previous responsiveness and work. The PW Department recommends awarding Bid No. 2324-08 to Landmark Paving, LLC, and entering into a new contract agreement with Landmark Paving, LLC, for Pavement Road Striping Services. The draft Contract Agreement is attached.

The original bid documents are linked [HERE](#).

Landmark Paving's submittal package is linked [HERE](#).

FINANCIAL IMPACT

Pavement road striping services are included in budget, no adjustments are required.

REQUESTED ACTION

1. Award/Reject Bid No. 2324-08 Pavement Road Striping Services to Landmark Paving, LLC;
2. Authorize the Mayor and City Manager to negotiate and execute the Contract as a result of this bid award; and
3. Delegate authority to the City Manager to approve and execute all subsequent contract extensions through the maximum contract term

ATTACHMENTS

1. Bid#2324-08 Intent to Award Notification
2. Bid#2324-08 Bid Tabulation
3. Bid#2324-08 Response Summary
4. Contract for Bid No. 2324-08

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: June 28, 2024

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2324-08 Road Striping Services Thermoplastic and
Painted Pavement Markings**

Recommendation will be presented to the City Manager for:

Bid Number: 2324-08

Title: Road Striping Services Thermoplastic and Painted Pavement
Markings

Recommendation will be presented to the City Manager for intent to award of Bid No. 2324-08 Road Striping Services Thermoplastic and Painted Pavement Markings to **Landmark Paving LLC**.

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



Public Works

Bid 2324-08 Road Striping Services: Thermoplastic and Painted Pavement Markings

BID ITEM	ITEM DESCRIPTION	QTY	UNIT	Landmark Paving LLC	
				UNIT PRICE	TOTAL
1	Painted Bike/Edge line Stripe 4" Wide, Yellow and	8000	LF	\$ 0.35	\$ 2,800.00
2	Painted Traffic Stripes, 4" Wide, Yellow and White	8000	LF	\$ 0.35	\$ 2,800.00
3	Painted Traffic Stripes, Skip 4" Wide, Yellow and	8000	LF	\$ 0.35	\$ 2,800.00 *
4	Painted Traffic Stripes, Double –Yellow 4" Wide	8000	LF	\$ 0.45	\$ 3,600.00
5	Painted Bike/Edge line Stripe 6" Wide, Yellow and	8000	LF	\$ 0.35	\$ 2,800.00 *
6	Painted Traffic Stripe 6" Wide, Yellow and White	8000	LF	\$ 0.35	\$ 2,800.00 *
7	Painted Traffic Stripes, Skip 6" Wide, Yellow and	8000	LF	\$ 0.35	\$ 2,800.00 *
8	Painted Traffic Stripes, Double –Yellow 6" Wide	8000	LF	\$ 0.70	\$ 5,600.00 *
9	Painted Stop Bar Stripe 12" Wide	1000	LF	\$ 1.25	\$ 1,250.00
10	Painted Stop Bar Stripe 24" Wide	1000	LF	\$ 2.75	\$ 2,750.00
11	Painted Pavement Arrows, Yellow and White (Bid Per	30	EA	\$ 40.00	\$ 1,200.00
12	Painted Pavement Messages, Yellow and White (Bid	50	EA	\$ 12.00	\$ 600.00
13	Painted Handicap Parking Space Blue and White	30	EA	\$ 66.00	\$ 1,980.00
14	Painted Blue and White Handicap Symbol	30	EA	\$ 23.00	\$ 690.00
15	Thermoplastic Bike/Edge line Stripe 4" Wide, Yellow	8000	LF	\$ 1.25	\$ 10,000.00
16	Thermoplastic Traffic Stripes, 4" Wide, Yellow and	8000	LF	\$ 1.25	\$ 10,000.00
17	Thermoplastic Traffic Stripes, Skip 4" Wide, Yellow	8000	LF	\$ 1.25	\$ 10,000.00
18	Thermoplastic Traffic Stripes, Double –Yellow 4" Wide	8000	LF	\$ 2.50	\$ 20,000.00
19	Thermoplastic Bike/Edge line Stripe 6" Wide, Yellow	8000	LF	\$ 1.30	\$ 10,400.00
20	Thermoplastic Traffic Stripe 6" Wide, Yellow and	8000	LF	\$ 1.30	\$ 10,400.00
21	Thermoplastic Traffic Stripes, Skip 6" Wide, Yellow	8000	LF	\$ 1.45	\$ 11,600.00 *
22	Thermoplastic Traffic Stripes, Double –Yellow 6" Wide	8000	LF	\$ 2.60	\$ 20,800.00
23	Thermoplastic Stop Bar Stripe 12" Wide, Yellow and	1000	LF	\$ 2.84	\$ 2,840.00
24	Thermoplastic Stop Bar Stripe 24" Wide, Yellow and	1000	LF	\$ 4.80	\$ 4,800.00
25	Thermoplastic Pavement Arrows, Yellow and White	30	EA	\$ 90.00	\$ 2,700.00
26	Thermoplastic Pavement Messages, Yellow and	50	EA	\$ 34.00	\$ 1,700.00
27	Thermoplastic Handicap Parking Space Blue and	30	EA	\$ 280.00	\$ 8,400.00
28	Thermoplastic Blue and White Handicap Symbol	30	EA	\$ 180.00	\$ 5,400.00
29	Removal of Painted Traffic Stripes, Messages and	1000	LF	\$ 2.20	\$ 2,200.00
30	Removal of Thermoplastic Traffic Stripes, Messages	1000	LF	\$ 2.20	\$ 2,200.00
31	Removal of Raised Pavement Markers	100	EA	\$ 1.10	\$ 110.00
32	Provide and Install Class "B" Raised Pavement Markers Type 1, 2, 3, 4, or 5	100	EA	\$ 5.00	\$ 500.00
Grand Total Price for all Bid Items Combined (1 - 32)					\$ 168,520.00 *

Note:

* Corrected amount

Public Works

Bid 2324-08 Road Striping Services: Thermoplastic and Painted Pavement Markings

BID ITEM	ITEM DESCRIPTION	QTY	UNIT	Landmark Paving LLC	
				UNIT PRICE	TOTAL
1	Painted Bike/Edge line Stripe 4" Wide, Yellow and	8000	LF	\$ 0.35	\$ 2,800.00
2	Painted Traffic Stripes, 4" Wide, Yellow and White	8000	LF	\$ 0.35	\$ 2,800.00
3	Painted Traffic Stripes, Skip 4" Wide, Yellow and	8000	LF	\$ 0.35	\$ 2,800.00 *
4	Painted Traffic Stripes, Double –Yellow 4" Wide	8000	LF	\$ 0.45	\$ 3,600.00
5	Painted Bike/Edge line Stripe 6" Wide, Yellow and	8000	LF	\$ 0.35	\$ 2,800.00 *
6	Painted Traffic Stripe 6" Wide, Yellow and White	8000	LF	\$ 0.35	\$ 2,800.00 *
7	Painted Traffic Stripes, Skip 6" Wide, Yellow and	8000	LF	\$ 0.35	\$ 2,800.00 *
8	Painted Traffic Stripes, Double –Yellow 6" Wide	8000	LF	\$ 0.70	\$ 5,600.00 *
9	Painted Stop Bar Stripe 12" Wide	1000	LF	\$ 1.25	\$ 1,250.00
10	Painted Stop Bar Stripe 24" Wide	1000	LF	\$ 2.75	\$ 2,750.00
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26	Thermoplastic Pavement Messages, Yellow and	50	EA	\$ 34.00	\$ 1,700.00
27	Thermoplastic Handicap Parking Space Blue and	30	EA	\$ 280.00	\$ 8,400.00
28	Thermoplastic Blue and White Handicap Symbol	30	EA	\$ 180.00	\$ 5,400.00
29	Removal of Painted Traffic Stripes, Messages and	1000	LF	\$ 2.20	\$ 2,200.00
30	Removal of Thermoplastic Traffic Stripes, Messages	1000	LF	\$ 2.20	\$ 2,200.00
31	Removal of Raised Pavement Markers	100	EA	\$ 1.10	\$ 110.00
32	Provide and Install Class "B" Raised Pavement Markers Type 1, 2, 3, 4, or 5	100	EA	\$ 5.00	\$ 500.00
Grand Total Price for all Bid Items Combined (1 - 32)					\$ 168,520.00 *

Note:

* Corrected amount

Public Works
Response Summary
Bid No. 2324-08 Road Striping Services Thermoplastic and Painted Pavement Markings
Form

Vendor	1	2	3	4	5	6	7	Local Bus.		Notes
								Tax Receipt	W-9	
Landmark Paving, LLC	x	x	x	x	x	x	x	a	x	

Legend:

a - Did not provide

CONTRACT
BETWEEN
the City of Jacksonville Beach, Florida,
AND
Landmark Paving, LLC

THIS CONTRACT is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”) by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida (“**CITY**”) and Landmark Paving, LLC, a Delaware limited liability company authorized to conduct business in the state of Florida, with its principal address at 6801 Kennedy Road, Suite 201, Warrenton, Virginia 20187 (“**CONTRACTOR**”).

WHEREAS, CITY issued Invitation to Bid 2324-08 for Road Striping Services Thermoplastic and Painted Pavement Markings (the “**Solicitation**”); and

WHEREAS, based on CONTRACTOR’s response to the Solicitation (the “**Response**”), on August 19, 2024, the Jacksonville Beach City Council approved entering into a contract with CONTRACTOR to provide certain services to CITY as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, CITY and CONTRACTOR agree as follows:

1. **Engagement and Performance of Work**. CITY engages CONTRACTOR to perform the Work, and CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Contract.

2. **Compensation**. CITY shall pay the CONTRACTOR for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

3. **Term**. The term of this Contract shall commence on the Effective Date and shall continue for a period of three (3) years, unless sooner terminated in accordance with the terms of the Solicitation. CITY shall have the right, in its sole discretion, to renew this Contract for up to three (3) additional terms of one (1) year each.

4. **Contract Documents**. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments;
- Any Addenda to the Solicitation issued by CITY;
- The Solicitation as originally issued by CITY, including all amendments, technical specifications, appendices and exhibits thereto;
- Any Purchase Order(s);

- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by CITY.

5. **Notices.** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to CITY: City of Jacksonville Beach
Attn: Dennis Barron, Director of Public Works
11 North Third Street
Jacksonville Beach, Florida 32250
Email: dbarron@jaxbchfl.net; publicworks@jaxbchfl.net

With a Copy to: City of Jacksonville Beach
Purchasing Division
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

As to CONTRACTOR: Landmark Paving, LLC
Attn: Bruce Hess
DH Striping Co
2572 West State Road 426, Suite 3024
Oviedo, Florida 32765
Email: bruce@dhstriping.com

6. **Authority.** CONTRACTOR represents and warrants to CITY that CONTRACTOR has full right and authority to execute and perform its obligations under this Contract, and CONTRACTOR and the person(s) signing this Contract on CONTRACTOR's behalf represent and warrant to CITY that such person(s) are duly authorized to execute this Contract on CONTRACTOR's behalf without further consent or approval by anyone. CONTRACTOR shall deliver to CITY promptly upon request all documents reasonably requested by CITY to evidence such authority.

7. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

8. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

9. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on CITY and CONTRACTOR with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, CITY and CONTRACTOR have duly executed this Contract as of the Effective Date.

CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
Christine Hoffman, Mayor

BY: _____
Michael D. Staffopoulos, City Manager

ATTEST: _____
Sheri Gosselin, City Clerk

Date Signed: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

CONTRACTOR: LANDMARK PAVING, LLC

BY: _____

PRINT: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____

Date Signed: _____

PRINT: _____

City of Jacksonville Beach
Public Works Department
Date: 05/14/24

Invitation to Bid #: 2324-08
Road Striping Services Thermoplastic and Painted
Pavement Markings

FORM 1: UNIT PRICE BID TENDER FORM

(Page 1 of 4)

PAINTED PAVEMENT MARKINGS					
Item	Description	Est. Qty.	U/M	Unit Price	Ext. Price
1	Painted Bike/Edge line Stripe 4" Wide, Yellow and White	8000	LF	\$.35	\$ 2800
2	Painted Traffic Stripes, 4" Wide, Yellow and White (Lane line)	8000	LF	\$.35	\$ 2800
3	Painted Traffic Stripes, Skip 4" Wide, Yellow and White	8000	LF	\$.35	\$ 2640
4	Painted Traffic Stripes, Double – Yellow 4" Wide	8000	LF	\$.45	\$ 3600
5	Painted Bike/Edge line Stripe 6" Wide, Yellow and White	8000	LF	\$.35	\$ 2640
6	Painted Traffic Stripe 6" Wide, Yellow and White (Lane line)	8000	LF	\$.35	\$ 2640
7	Painted Traffic Stripes, Skip 6" Wide, Yellow and White	8000	LF	\$.35	\$ 2640
8	Painted Traffic Stripes, Double – Yellow 6" Wide	8000	LF	\$.70	\$ 6000
9	Painted Stop Bar Stripe 12" Wide	1000	LF	\$ 1.25	\$ 1250
10	Painted Stop Bar Stripe 24" Wide	1000	LF	\$ 2.75	\$ 2750
11	Painted Pavement Arrows, Yellow and White (Bid Per Arrow)	30	EA	\$ 40	\$ 1200
12	Painted Pavement Messages, Yellow and White (Bid Per Letter)	50	EA	\$ 12	\$ 600
13	Painted Handicap Parking Space Blue and White Lining and Layout	30	EA	\$ 66	\$ 1980
14	Painted Blue and White Handicap Symbol	30	EA	\$ 23	\$ 690

City of Jacksonville Beach
Public Works Department
Date: 05/14/24

Invitation to Bid #: 2324-08
Road Striping Services Thermoplastic and Painted
Pavement Markings

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

THERMOPLASTIC PAVEMENT MARKINGS

Item	Description	Est. Qty.	U/M	Unit Price	Ext. Price
15	Thermoplastic Bike/Edge line Stripe 4" Wide, Yellow and White	8000	LF	\$ 1.25	\$ 10000
16	Thermoplastic Traffic Stripes, 4" Wide, Yellow and White (Lane line)	8000	LF	\$ 1.25	\$ 10000
17	Thermoplastic Traffic Stripes, Skip 4" Wide, Yellow and White	8000	LF	\$ 1.25	\$ 10000
18	Thermoplastic Traffic Stripes, Double – Yellow 4" Wide	8000	LF	\$ 2.50	\$ 20000
19	Thermoplastic Bike/Edge line Stripe 6" Wide, Yellow and White	8000	LF	\$ 1.30	\$ 10400
20	Thermoplastic Traffic Stripe 6" Wide, Yellow and White (Lane line)	8000	LF	\$ 1.30	\$ 10400
21	Thermoplastic Traffic Stripes, Skip 6" Wide, Yellow and White	8000	LF	\$ 1.45	\$ 10400
22	Thermoplastic Traffic Stripes, Double – Yellow 6" Wide	8000	LF	\$ 2.6	\$ 20800
23	Thermoplastic Stop Bar Stripe 12" Wide, Yellow and White	1000	LF	\$ 2.84	\$ 2840
24	Thermoplastic Stop Bar Stripe 24" Wide, Yellow and White	1000	LF	\$ 4.8	\$ 4800
25	Thermoplastic Pavement Arrows, Yellow and White (Bid Per Arrow)	30	EA	\$ 90	\$ 2700
26	Thermoplastic Pavement Messages, Yellow and White (Bid Per Letter)	50	EA	\$ 34	\$ 1700
27	Thermoplastic Handicap Parking Space Blue and White Lining and Layout	30	EA	\$ 280	\$ 8400
28	Thermoplastic Blue and White Handicap Symbol	30	EA	\$ 180	\$ 5400
29	Removal of Painted Traffic Stripes, Messages and Markings	1000	LF	\$ 2.2	\$ 2200
30	Removal of Thermoplastic Traffic Stripes, Messages and Markings	1000	LF	\$ 2.2	\$ 2200

City of Jacksonville Beach
Public Works Department
Date: 05/14/24

Invitation to Bid #: 2324-08
Road Striping Services Thermoplastic and Painted
Pavement Markings

FORM 1: UNIT PRICE BID TENDER FORM

(Page 3 of 4)

31	Removal of Raised Pavement Markers	100	EA	\$ <u>1.1</u>	\$ <u>110</u>
32	Provide and Install Class "B" Raised Pavement Markers Type 1, 2, 3, 4, or 5	100	EA	\$ <u>5</u>	\$ <u>500</u>
Grand Total Price for all Bid Items Combined (1 - 32) \$ 167080.00 Numerals					
One Hundred sixty-seven thousand eighty dollars and zero cents (Written)					

The Bidder understands and agrees that:

- The Total Price for each Bid Item is based on estimated measurements/quantities for bidding purposes only.
- Compensation shall be based on service orders and actual measurements of service work accomplished paid per unit prices tendered.
- The bid shall be good and may not be withdrawn for 90 days after the opening of the bids.
- The unit price(s) submitted are firm and guaranteed for the entire term of this bid.
- The Selected Contractor(s) shall provide the following at execution of the contract with the CITY: **Copies of Required Insurance** showing City of Jacksonville Beach, Florida, as additional insured.
- Fully-executed contract with the CITY for the bid items awarded.
- A CITY Notice-to-Proceed letter and purchase order issued for the bid items awarded.
- The unit prices tendered for the bid items awarded.
- Issuance of CITY service assignment order(s) at the sole discretion of the CITY.
- CITY-approved measurement of CITY-accepted service assignment order work performed by the Contractor.
- There is a one-year warranty on the work from the effective date of the City acceptance.

The Bidder has read, understands and agrees to the requirements in the Invitation to Bid document to include those concerning qualifications in:

- Section C: Paragraph 14, "MINIMUM QUALIFICATIONS OF BIDDING FIRM(S)"
- Section C: Paragraph 15, "QUALIFICATIONS SUBMITTAL,"
- Section C: Paragraph 16, "PRICE SUBMITTAL."
- The Bidder is submitting all documents requested under Section C, Paragraphs 14, 15 and 16 for bid review.

The Bidder understands and agrees that the CITY reserves the right to:

- Reject all bids and/or reject all or parts of individual bids;
- Waive informalities in the bids;
- Award combination(s) of one or more Bid Item(s) to the lowest, responsive bidder for each combination, as determined to be in best interests of the CITY at its sole discretion.

City of Jacksonville Beach
Public Works Department
Date: 05/14/24

Invitation to Bid #: 2324-08
Road Striping Services Thermoplastic and Painted
Pavement Markings

FORM 1: UNIT PRICE BID TENDER FORM

(Page 4 of 4)

The Bidder understands that the CITY reserves the right to reject all bids and waive informalities in the bids.

ADDENDA RECEIPT VERIFICATION

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

Addendum #:	Dated:	N/A	Addendum #:	Dated:
Addendum #:	Dated:		Addendum #:	Dated:

BID 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>M</u>]	1	BID TENDER FORM (completed Pages 33 - 36)
[<u>M</u>]	2	BID AWARD NOTICE FORM – Cover Sheet (completed Page 37)
[<u>M</u>]	3	REQUIRED DISCLOSURE FORM (completed Page 38)
[<u>M</u>]	4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 39)
[<u>M</u>]	5	NON-COLLUSION AFFIDAVIT (completed Page 40)
[<u>M</u>]	6	NON-BANKRUPTCY AFFIDAVIT (completed Page 41)
[<u>M</u>]	7	BIDDER'S QUALIFICATIONS (completed Pages 42 - 46)
[<u>M</u>]		W-9

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.

COMPANY NAME: Landmark Paving LLC

ADDRESS: 2572 W SR 426 Ste 3024

CITY, STATE & ZIP: Oviedo, FL 32765

SUBMITTED BY: Matt Zietlow

DATE: 6/26/2024

Typed/Printed Name of Authorized Submitter

By: [Signature]
Signature of Authorized Submitter

Vice President
Title (typed or neatly printed)

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	08/06/2024
SUBJECT:	Bid No. 2324-09 Landscape Maintenance

BACKGROUND

Bid No. 2324-09 for Landscape Maintenance is a five-year maintenance contract for all the City's water, stormwater, and wastewater facilities. There are 35 locations for service identified throughout this bid divided into three sections: Section 1 Water Reclamation Facility and Lift Stations; Section 2 Water Plants, Raw Water, and Monitoring Wells; and Section 3 Storm Drainage. The scope of services for each Section include mowing, string trimming/edging, hedge trimming, trash pickup, weed-eating and pulling, tree trimming (as needed), and fertilizer, pesticide, and herbicide applications.

There were two respondents who qualified for a bid award. Both bid submittals are financially close to each other, overall, and the City Public Works Department recommends awarding the primary contract to Rockaway, Inc., for Section 1 and Brightview Landscape Service for Sections 2&3 and a secondary contractual award to Rockaway, Inc. for Sections 2&3 and Brightway Landscape Services for Section 1.

The original bid documents can be found [HERE](#).

Rockaway's, Inc. Bid submittal can be found [HERE](#).

Brightview Landscape Service Bid submittal can be found [HERE](#).

FINANCIAL IMPACT

Funding for landscape maintenance is included in the annual operating budget for the Public Works Department.

REQUESTED ACTION

1. Award/Reject Bid No. 2324-09 for Landscape Maintenance to Rockaway Inc as primary contractor and Brightview Landscape Service as secondary contract for Section 1, and to Brightview Landscape Service as primary contractor and Rockaway Inc as secondary contractor for Sections 2 & 3;
2. Authorize the Mayor and City Manager to negotiate and execute the Contract Agreements as a result of this bid award

ATTACHMENTS

1. Bid No. 2324-09 Bid Tabulation
2. Bid No. 2324-09 Response Summary
3. Bid No. 2324-09 Intent to Award Notification
4. Contract - Brightview Landscape Services



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

5. Contract - Rockaway Sustainable Landscaping

Public Works
 Bid Tabuation Sheet
 Bid No. 2324-09 Landscape Maintenance

ITEM 1:		
Section 1:		
Water Reclamation Facility and Lift Stations	Brightview	Rockaway
1. WRF Plant	\$ 18,000.00	\$ 7,480.80
2. Lift Station # 2	\$ 4,536.00	\$ 1,869.48
3. Lift Station # 3	\$ 4,536.00	\$ 3,738.96
4. Lift Station # 5	\$ 4,536.00	\$ 2,804.40
5. Lift Station # 9	\$ 3,024.00	\$ 2,804.40
6. Lift Station # 10	\$ 3,024.00	\$ 3,738.96
7. Lift Station # 11	\$ 3,024.00	\$ 2,804.40
8. Lift Station # 15	\$ 6,200.00	\$ 3,738.96
9. Lift Station # 18	\$ 1,512.00	\$ 2,804.40
10. Lift Station # 19	\$ 4,536.00	\$ 1,869.48
Section 1 Total (Sum 1-10 above)	\$ 52,928.00	\$ 33,654.24
Section 2:		
Water Plants, Raw Water and Monitoring Wells	Brightview	Rockaway
1. Water Plant # 1	\$ 4,610.00	\$ 6,685.74
2. Water Plant # 2	\$ 4,979.00	\$ 954.90
3. Raw Water Well # 11	\$ 368.00	\$ 954.90
4. Monitoring Well # 12	\$ 198.00	\$ 954.90
5. Monitoring Well # 13	\$ 198.00	\$ 954.90
6. Monitoring Well # 14	\$ 198.00	\$ 954.90
7. Raw Water Well # 15	\$ 553.00	\$ 954.90
8. Raw Water Well #21	\$ 198.00	\$ 5,729.40
9. Raw Water Well # 22	\$ 922.00	\$ 954.90
10. Raw Water Well # 23	\$ 198.00	\$ 1,909.80
11. Monitoring Well	\$ 553.00	\$ 3,819.60
12. South Tower	\$ 1,300.00	\$ 954.90
13. Water Plant #1 Ground Storage Tank	\$ 4,425.00	\$ 2,864.70
Section 2 Total (Sum 1-13 above)	\$ 18,700.00 *	\$ 28,648.44
Section 3:		
Storm Drainage	Brightview	Rockaway
1. North Tower	\$ 2,500.00	\$ 1,906.56
2. Beach Blvd. SW Pump Station	\$ 711.00	\$ 1,906.56
3. Madrid Stormwater Pump Station	\$ 1,777.00	\$ 3,813.12
4. Azalea Drive Stormwater Pond	\$ 1,422.00	\$ 1,906.56
5. Tallwood Stormwater Pond	\$ 1,422.00	\$ 1,906.56
6. Phase 1 Stormwater Pump Station	\$ 5,332.00	\$ 7,626.24
7. Lake Mildred SW Pond / Pump Station	\$ 3,555.00	\$ 7,626.24
8. 9th Street North SW Pump Station	\$ 455.00	\$ 1,906.56
9. Phase 1 Storwater Pump Station	\$ 12,798.00	\$ 8,579.52
10. Bank of America Stormwater Pond	\$ 2,844.00	\$ 1,906.52
11. Police Station Stormwater Pond	\$ 2,133.00	\$ 1,906.52
12. Wingate Stormwater Pump Station	\$ 1,100.00	\$ 953.28
Section 3 Total (Sum 1-12 above)	\$ 36,049.00	\$ 41,944.24
ITEM 2: Palm Tree Trimming – Cost per Tree	65 - 85	\$ 65.00
ITEM 3(a): Irrigation Repair – Price per Hour	\$ 85.00	\$ 65.00
ITEM 3(b): Irrigation Repair – Price per 5 feet	Varies	\$ 130.00

Note:

* Adjusted Total - mathematical error

Public Works
Response Summary
Bid No. 1819-16 Landscape Maintenance

Form

Vendor	1	2	3	4	5	6	7	Local Bus.	W-9	Addendum #1	Notes
								Tax Receipt			
Brightview Landscape Services, Inc.	x	x	x	x	x	x	x	x	x	x	Qualified pricing for items 2 and 3b
Rockaway, Inc.	x	x	x	x	x	x	x	a	x	x	

Notes:
a - Did not provide

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: July 8, 2024

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2324-09 Landscape Maintenance**

Recommendation will be presented to the City Manager for award of Bid #2324-09 Landscape Maintenance to the following Primary and Secondary contractors:

	Primary	Secondary
Section 1: Water Reclamation Facility and Lift Stations	Rockaway	Brightview
Section 2: Water Plants, Raw Water and Monitoring Wells	Brightview	Rockaway
Section 3: Storm Drainage	Brightview	Rockaway

The Secondary Contractor will be used if the Primary Contractor is unable to adequately perform, or if the primary contract is prematurely terminated.

The bid tabulation sheet is attached.

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 respondent for their submittal.

Luis F. Flores

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

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



Public Works
 Bid Tabuation Sheet
 Bid No. 2324-09 Landscape Maintenance

ITEM 1:		
Section 1:		
Water Reclamation Facility and Lift Stations	Brightview	Rockaway
1. WRF Plant	\$ 18,000.00	\$ 7,480.80
2. Lift Station # 2	\$ 4,536.00	\$ 1,869.48
3. Lift Station # 3	\$ 4,536.00	\$ 3,738.96
4. Lift Station # 5	\$ 4,536.00	\$ 2,804.40
5. Lift Station # 9	\$ 3,024.00	\$ 2,804.40
6. Lift Station # 10	\$ 3,024.00	\$ 3,738.96
7. Lift Station # 11	\$ 3,024.00	\$ 2,804.40
8. Lift Station # 15	\$ 6,200.00	\$ 3,738.96
9. Lift Station # 18	\$ 1,512.00	\$ 2,804.40
10. Lift Station # 19	\$ 4,536.00	\$ 1,869.48
Section 1 Total (Sum 1-10 above)	\$ 52,928.00	\$ 33,654.24
Section 2:		
Water Plants, Raw Water and Monitoring Wells	Brightview	Rockaway
1. Water Plant # 1	\$ 4,610.00	\$ 6,685.74
2. Water Plant # 2	\$ 4,979.00	\$ 954.90
3. Raw Water Well # 11	\$ 368.00	\$ 954.90
4. Monitoring Well # 12	\$ 198.00	\$ 954.90
5. Monitoring Well # 13	\$ 198.00	\$ 954.90
6. Monitoring Well # 14	\$ 198.00	\$ 954.90
7. Raw Water Well # 15	\$ 553.00	\$ 954.90
8. Raw Water Well #21	\$ 198.00	\$ 5,729.40
9. Raw Water Well # 22	\$ 922.00	\$ 954.90
10. Raw Water Well # 23	\$ 198.00	\$ 1,909.80
11. Monitoring Well	\$ 553.00	\$ 3,819.60
12. South Tower	\$ 1,300.00	\$ 954.90
13. Water Plant #1 Ground Storage Tank	\$ 4,425.00	\$ 2,864.70
Section 2 Total (Sum 1-13 above)	\$ 18,700.00 *	\$ 28,648.44
Section 3:		
Storm Drainage	Brightview	Rockaway
1. North Tower	\$ 2,500.00	\$ 1,906.56
2. Beach Blvd. SW Pump Station	\$ 711.00	\$ 1,906.56
3. Madrid Stormwater Pump Station	\$ 1,777.00	\$ 3,813.12
4. Azalea Drive Stormwater Pond	\$ 1,422.00	\$ 1,906.56
5. Tallwood Stormwater Pond	\$ 1,422.00	\$ 1,906.56
6. Phase 1 Stormwater Pump Station	\$ 5,332.00	\$ 7,626.24
7. Lake Mildred SW Pond / Pump Station	\$ 3,555.00	\$ 7,626.24
8. 9th Street North SW Pump Station	\$ 455.00	\$ 1,906.56
9. Phase 1 Storwater Pump Station	\$ 12,798.00	\$ 8,579.52
10. Bank of America Stormwater Pond	\$ 2,844.00	\$ 1,906.52
11. Police Station Stormwater Pond	\$ 2,133.00	\$ 1,906.52
12. Wingate Stormwater Pump Station	\$ 1,100.00	\$ 953.28
Section 3 Total (Sum 1-12 above)	\$ 36,049.00	\$ 41,944.24
ITEM 2: Palm Tree Trimming – Cost per Tree	\$65 - \$85	\$ 65.00
ITEM 3(a): Irrigation Repair – Price per Hour	\$ 85.00	\$ 65.00
ITEM 3(b): Irrigation Repair – Price per 5 feet	Varies	\$ 130.00

Note:

* Adjusted Total - mathematical error

CONTRACT
BETWEEN
the City of Jacksonville Beach
AND
Brightview Landscape Services, Inc.

THIS CONTRACT is made and entered into as of the 16th day of September, 2024 (the “**Effective Date**”) by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida (“**CITY**”) and, Brightview Landscaping Services, Inc., a Florida Profit Corporation authorized to conduct business in the state of Florida with its principal address at 980 Jolly Road, Suite 300, Blue Bell, Pennsylvania 19422 (“**CONTRACTOR**”).

WHEREAS, on May 29, 2024, CITY issued Invitation to Bid No. 2324-09 for Landscape Maintenance, as amended by Addendum No.1 dated June 20, 2024 (the “**Solicitation**”); and

WHEREAS, based on CONTRACTOR’s response to the Solicitation (the “**Response**”), on August 19, 2024, the Jacksonville Beach City Council approved entering into a contract with CONTRACTOR to provide primary landscape services for Section 2 (Water Plants, Raw Water, and Monitoring Wells) and Section 3 (Storm Drainage) and secondary landscape services for Section 1 (Water Reclamation Facility and Lift Stations) to CITY as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, CITY and CONTRACTOR agree as follows:

1. **Engagement and Performance of Work.** CITY engages CONTRACTOR to perform the Work, and CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Contract.
2. **Compensation.** CITY shall pay the CONTRACTOR for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.
3. **Term.** The term of this Contract is five years which shall commence on the Effective Date and continue through September 16, 2029, unless sooner terminated in accordance with the terms of the Solicitation.
4. **Contract Documents.** This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:
 - This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
 - Any Addenda to the Solicitation issued by CITY

- The Solicitation as originally issued by CITY, including all amendments, technical specifications, appendices and exhibits thereto
- Any Purchase Order(s)
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by CITY

5. **Notices.** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to CITY: City of Jacksonville Beach
Attn: Phil Brown
1460-A Shetter Avenue
Jacksonville Beach, Florida 32250
Email: pbrown@jaxbchfl.net

With a Copy to: City of Jacksonville Beach
Purchasing Division
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

As to CONTRACTOR: Brightview Landscape Services, Inc.
Attn: Rodney Hicks
11530 Davis Creek Court
Jacksonville, Florida 32256
Email: Rodney.hicks@brightview.com

6. **Authority.** CONTRACTOR represents and warrants to CITY that CONTRACTOR has full right and authority to execute and perform its obligations under this Contract, and CONTRACTOR and the person(s) signing this Contract on CONTRACTOR's behalf represent and warrant to CITY that such person(s) are duly authorized to execute this Contract on CONTRACTOR's behalf without further consent or approval by anyone. CONTRACTOR shall deliver to CITY promptly upon request all documents reasonably requested by CITY to evidence such authority.

7. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

8. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

9. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on CITY and CONTRACTOR with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, CITY and CONTRACTOR have duly executed this Contract as of the Effective Date.

CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
Christine Hoffman, Mayor

BY: _____
Michael D. Staffopoulos, City Manager

ATTEST: _____
Sheri Gosselin, City Clerk

Date Signed: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

CONTRACTOR: BRIGHTVIEW LANDSCAPE SERVICES, INC.

BY: _____

PRINT: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____

Date Signed: _____

PRINT: _____

City of Jacksonville Beach
COJB Department
Date: 05/15/24

Invitation to Bid #: 2324-09
Landscape Maintenance

FORM 1: BID TENDER FORM (page 1 of 5)

BID No: 2324-09 Landscape Maintenance

Bidder : _____

PLEASE PROVIDE BID PRICES FOR THE FOLLOWING ITEMS:

Item 1: Landscape Maintenance by Section. Provide a total **ANNUAL** price.

Item 2: Palm tree trimming. Provide a price **PER TREE**.

Item 3: Irrigation repair. Provide: (a) labor price **PER HOUR**, and (b) **Price per 5 Feet of Repairs**.

ITEM 1: Landscape Maintenance for each Section. Provide an **ANNUAL** price per location in each section.

Section 1: Water Reclamation Facility and Lift Stations

<u>Section 1 Location</u>	<u>Annual Price</u>
1. WRF Plant	\$18,000.00
2. Lift Station # 2	\$4,536.00
3. Lift Station # 3	\$4,536.00
4. Lift Station # 5	\$4,536.00
5. Lift Station # 9	\$3,024.00
6. Lift Station # 10	\$3,024.00
7. Lift Station # 11	\$3,024.00
8. Lift Station # 15	\$6,200.00
9. Lift Station # 18	\$1,512.00
10. Lift Station # 19	\$4,536.00
Section 1 Total (Sum 1-10 above)	\$52,928.00

City of Jacksonville Beach
COJB Department
Date: 05/15/24

Invitation to Bid #: 2324-09
Landscape Maintenance

FORM 1: BID TENDER FORM (page 2 of 5)

Section 2: Water Plants, Raw Water and Monitoring Wells

<u>Section 2 Location</u>	<u>Annual Price</u>
1. Water Plant # 1	\$4,610.00
2. Water Plant # 2	\$4,979.00
3. Raw Water Well # 11	\$368.00
4. Monitoring Well # 12	\$198.00
5. Monitoring Well # 13	\$198.00
6. Monitoring Well # 14	\$198.00
7. Raw Water Well # 15	\$553.00
8. Raw Water Well #21	\$198.00
9. Raw Water Well # 22	\$922.00
10. Raw Water Well # 23	\$198.00
11. Monitoring Well	\$553.00
12. South Tower	\$1,300.00
13. Water Plant #1 Ground Storage Tank	\$4,425.00
Section 2 Total (Sum 1-13 above)	\$18,436.00

Section 3: Storm Drainage

<u>Location</u>	<u>Annual Price</u>
1. North Tower	\$2,500.00
2. Beach Blvd. SW Pump Station	\$711.00
3. Madrid Stormwater Pump Station	\$1,777.00
4. Azalea Drive Stormwater Pond	\$1,422.00
5. Tailwood Stormwater Pond	\$1,422.00
6. Phase 1 Stormwater Pump Station	\$5,332.00
7. Lake Mildred SW Pond / Pump Station	\$3,555.00
8. 9 th Street North SW Pump Station	\$455.00
9. Phase 1 Stormwater Pump Station	\$12,798.00
10. Bank of America Stormwater Pond	\$2,844.00
11. Police Station Stormwater Pond	\$2,133.00
12. Wingate Stormwater Pump Station	\$1,100.00
Section 3 Total (Sum 1-12 above)	\$36,049.00

ITEM 2: Palm Tree Trimming – Cost per Tree \$65.00 to \$85.00 dependent on species

ITEM 3(a): Irrigation Repair – Price per Hour \$85.00/h _____

ITEM 3(b): Irrigation Repair -- Price per 5 feet \$ varies by size and location

CONTRACT
BETWEEN
the City of Jacksonville Beach
AND

Rockaway Garden Center of N.E. Florida, Inc.,
d/b/a Rockaway Sustainable Landscaping

THIS CONTRACT is made and entered into as of the 16th day of September, 2024 (the “**Effective Date**”) by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida (“**CITY**”) and, Rockaway Garden Center of N.E. Florida, Inc., d/b/a Rockaway Sustainable Landscaping, a Florida Profit Corporation authorized to conduct business in the state of Florida with its principal address at 512 Stewart Street, Atlantic Beach, Florida 32233 (“**CONTRACTOR**”).

WHEREAS, on May 29, 2024, CITY issued Invitation to Bid No. 2324-09 for Landscape Maintenance, as amended by Addendum No. 1 dated June 20, 2024 (the “**Solicitation**”); and

WHEREAS, based on CONTRACTOR’s response to the Solicitation (the “**Response**”), on August 19, 2024, the Jacksonville Beach City Council approved entering into a contract with CONTRACTOR to provide primary landscape services for Section 1 (Water Reclamation Facility and Lift Stations) and secondary landscape services for Section 2 (Water Plants, Raw Water, and Monitoring Wells) and Section 3 (Storm Drainage) to CITY as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, CITY and CONTRACTOR agree as follows:

1. **Engagement and Performance of Work**. CITY engages CONTRACTOR to perform the Work, and CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Contract.
2. **Compensation**. CITY shall pay the CONTRACTOR for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.
3. **Term**. The term of this Contract is five years which shall commence on the Effective Date and continue through September 16, 2029, unless sooner terminated in accordance with the terms of the Solicitation.
4. **Contract Documents**. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:
 - This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments

- Any Addenda to the Solicitation issued by CITY
- The Solicitation as originally issued by CITY, including all amendments, technical specifications, appendices and exhibits thereto
- Any Purchase Order(s)
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by CITY

5. **Notices.** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to CITY: City of Jacksonville Beach
Attn: Phil Brown
1460-A Shetter Avenue
Jacksonville Beach, Florida 32250
Email: pbrown@jaxbchfl.net

With a Copy to: City of Jacksonville Beach
Purchasing Division
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

As to CONTRACTOR: Rockaway Sustainable Landscaping
Attn: Greg Burghardt
512 Stewart Street
Atlantic Beach, Florida 32233
Email: gregb@rockawayinc.com

6. **Authority.** CONTRACTOR represents and warrants to CITY that CONTRACTOR has full right and authority to execute and perform its obligations under this Contract, and CONTRACTOR and the person(s) signing this Contract on CONTRACTOR's behalf represent and warrant to CITY that such person(s) are duly authorized to execute this Contract on CONTRACTOR's behalf without further consent or approval by anyone. CONTRACTOR shall deliver to CITY promptly upon request all documents reasonably requested by CITY to evidence such authority.

7. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

8. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

9. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on CITY and CONTRACTOR with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, CITY and CONTRACTOR have duly executed this Contract as of the Effective Date.

CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
Christine Hoffman, Mayor

BY: _____
Michael D. Staffopoulos, City Manager

ATTEST: _____
Sheri Gosselin, City Clerk

Date Signed: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

**CONTRACTOR: ROCKAWAY GARDEN CENTER OF N.E., FLORIDA, INC.,
D/B/A ROCKAWAY SUSTAINABLE LANDSCAPING**

BY: _____

PRINT: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____

Date Signed: _____

PRINT: _____

City of Jacksonville Beach
COJB Department
Date: 05/15/24

Invitation to Bid #: 2324-09
Landscape Maintenance

FORM 1: BID TENDER FORM (page 1 of 5)

BID No: 2324-09 Landscape Maintenance

Bidder : Rockaway Sustainable Landscaping

PLEASE PROVIDE BID PRICES FOR THE FOLLOWING ITEMS:

Item 1: Landscape Maintenance by Section. Provide a total **ANNUAL** price.

Item 2: Palm tree trimming. Provide a price **PER TREE**.

Item 3: Irrigation repair. Provide: (a) labor price **PER HOUR**, and (b) **Price per 5 Feet of Repairs**.

ITEM 1: Landscape Maintenance for each Section. Provide an **ANNUAL** price per location in each section.

Section 1: Water Reclamation Facility and Lift Stations

<u>Section 1 Location</u>	<u>Annual Price</u>
1. WRF Plant	7480.80
2. Lift Station # 2	1869.48
3. Lift Station # 3	3738.96
4. Lift Station # 5	2804.40
5. Lift Station # 9	2804.40
6. Lift Station # 10	3738.96
7. Lift Station # 11	2804.40
8. Lift Station # 15	3738.96
9. Lift Station # 18	2804.40
10. Lift Station # 19	1869.48
Section 1 Total (Sum 1-10 above)	33654.24

City of Jacksonville Beach
COJB Department
Date: 05/15/24

Invitation to Bid #: 2324-09
Landscape Maintenance

FORM 1: BID TENDER FORM (page 2 of 5)

Section 2: Water Plants, Raw Water and Monitoring Wells

<u>Section 2 Location</u>	<u>Annual Price</u>
1. Water Plant # 1	6685.74
2. Water Plant # 2	954.90
3. Raw Water Well # 11	954.90
4. Monitoring Well # 12	954.90
5. Monitoring Well # 13	954.90
6. Monitoring Well # 14	954.90
7. Raw Water Well # 15	954.90
8. Raw Water Well #21	5729.40
9. Raw Water Well # 22	954.90
10. Raw Water Well # 23	1909.80
11. Monitoring Well	3819.60
12. South Tower	954.90
13. Water Plant #1 Ground Storage Tank	2864.70
Section 2 Total (Sum 1-13 above)	28648.44

Section 3: Storm Drainage

<u>Location</u>	<u>Annual Price</u>
1. North Tower	1906.56
2. Beach Blvd. SW Pump Station	1906.56
3. Madrid Stormwater Pump Station	3813.12
4. Azalea Drive Stormwater Pond	1906.56
5. Tallwood Stormwater Pond	1906.56
6. Phase 1 Stormwater Pump Station	7626.24
7. Lake Mildred SW Pond / Pump Station	7626.24
8. 9 th Street North SW Pump Station	1906.56
9. Phase 1 Stormwater Pump Station	8579.52
10. Bank of America Stormwater Pond	1906.56
11. Police Station Stormwater Pond	1906.56
12. Wingate Stormwater Pump Station	953.28
Section 3 Total (Sum 1-12 above)	41944.32

ITEM 2: Palm Tree Trimming – Cost per Tree \$ 65

ITEM 3(a): Irrigation Repair – Price per Hour \$ 65

ITEM 3(b): Irrigation Repair – Price per 5 feet \$ 130

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	08/06/2024
SUBJECT:	Bid No. 2324-07 Asphaltic Concrete Milling, Paving and Overlay of City Roadways

BACKGROUND

The Public Works Department (PW) requested bids for the 2024 Asphalt Milling, Paving and Overlay of City Streets. This bid request contained 14 items for consideration by contractors to complete our 2024 paving program. The listing of roadways was developed utilizing the City Pavement Condition Index (PCI), which rated each roadway segment and provided a listing of those areas in the most dire need of paving.

PW received three bids submitted from vendors, with the lowest being \$5,597,200.00 and the highest being \$6,351,483.46. PW is requesting a 10% contingency to address costs for valve box and manhole adjustments to be included with this bid award.

Description	Bid Amount	10% Contingency	Total
Item # 1-13 (not including #9) - Outside of CRA	\$5,147,400	\$514,740	\$5,662,140
Item #9 - Included in CRA	\$ 549,800	\$ 54,980	\$ 604,780
<u>Total</u>			\$6,266,920

The original bid documents can be found [HERE](#).

The submittal from Hubbard Construction Company can be found [HERE](#).

FINANCIAL IMPACT

Monies are available in the following Fund reserves; Infrastructure Surtax Bond Proceeds (\$2,250,000), Infrastructure Surtax (\$3,412,140), and Southend Tax Increment Fund (TIF) (\$604,780). The FY2023 Southend TIF Yearend Appropriation contained \$1,750,000 for Phase 5 stormwater/roadway improvement project. The paving work in bid item #9 is included in this project's scope of work. The budget in accounts 151-00-0000-541-34-534702 (\$5,662,140) and 182-00-0000-541-34-534702 (\$604,780) will be adjusted at yearend.

REQUESTED ACTION

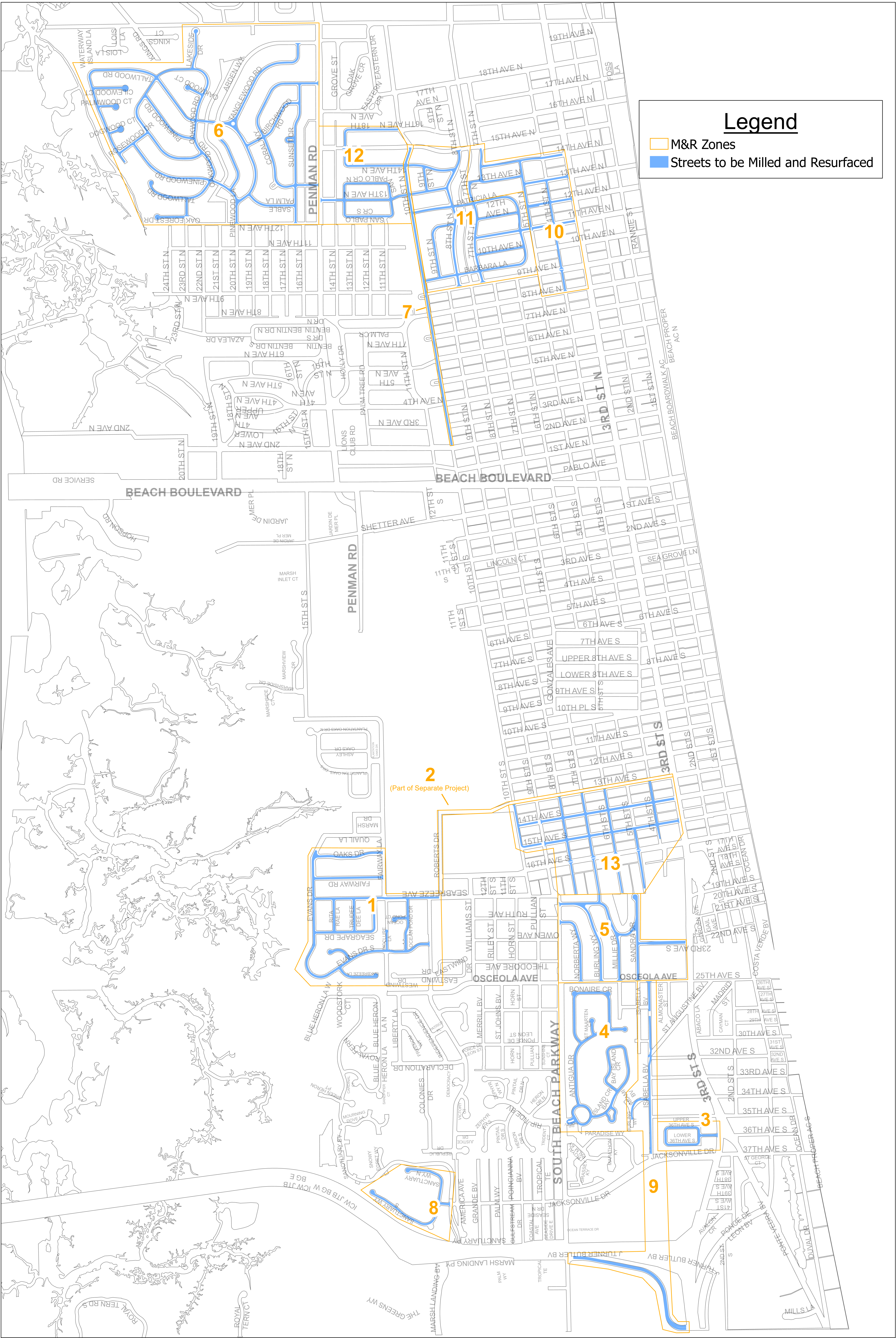
1. Award/Reject Bid No. 2324-07 Asphaltic Concrete Milling, Paving and Overlay of City Roadways to Hubbard Construction Company for an amount not to exceed \$6,266,920; and
2. Authorize the Mayor and City Manager to negotiate and execute the Contract Agreement as a result of this bid award

ATTACHMENTS



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

1. M&R Plan 2024
2. Bid No. 2324-07 Response Summary
3. Bid No. 2324-07 Bid Tabulation
4. Bid No. 2324-07 Intent to Award Notification
5. Contract - Hubbard Construction Company



Legend

M&R Zones

Streets to be Milled and Resurfaced

CITY OF JACKSONVILLE BEACH BID TABULATION FORM

Public Works - Streets Division

Response Summary

Bid No. 2324-07 FY2024 Asphaltic Concrete Milling, Paving and Overlaying of Roadways

Form																		
Vendor	1	2	3	4	5	6	7	8	9	10	Addendum 1	Local Office	Staffing	Milling / Paving Experience	Local Business License	W-9	Notes	
Duval Asphalt Products, Inc.	x	x	x	x	x	x	x	x	a	a	x	x	x	x	x	x		
Hubbard Construction Company	x	x	x	x	x	x	x	x	a	a	x	b	x	x	c	c	Office in Orange County, FDOT certified vendor	
Preffered Materials, Inc.	x	x	x	x	x	x	x	x	a	a	x	x	x	x	c	c		

a = provided with contract execution

b = does not have a local office in Duval, Clay, St. Johns or Nassau County

c = did not provide

Bid Number: 2324-07

Bid Title: Asphaltic Concrete Milling, Paving and Overlaying of Roadways

Item	Description	QTY	UOM	Duval Asphalt Products, Inc.		Hubbard Construction Company		Preffered Materials, Inc.	
				Price	Extended	Price	Extended	Price	Extended
1	Evans, Seagrape Drive, Oakbreeze Court/Lane, Rita Rae, Trudee Lane, et al.	34,762	SY	\$ 18.49	\$ 642,706.00	\$ 18.67	\$ 648,900.00	\$ 22.08	\$ 767,381.16
	Total Lump Sum - Item 1				\$ 642,706.00		\$ 648,900.00		\$ 767,381.16
2	14th/15th Avenue South, 10th/4th - 8th Street S	28,904	SY	\$ 18.99	\$ 548,865.00	\$ 19.02	\$ 549,700.00	\$ 19.87	\$ 574,246.40
	Total Lump Sum - Item 2				\$ 548,865.00		\$ 549,700.00		\$ 574,246.40
3	36th Avenue S., S Lower Avenue, S Upper 36th Avenue	4,760	SY	\$ 20.01	\$ 95,256.00	\$ 23.89	\$ 113,700.00	\$ 26.24	\$ 124,902.40
	Total Lump Sum - Item 3				\$ 95,256.00		\$ 113,700.00		\$ 124,902.40
4	Entire Subdivision - Bonaire, Ocean Cay Circle, Antigua Drive, et al.	21,978	SY	\$ 19.77	\$ 434,456.00	\$ 18.56	\$ 408,000.00	\$ 22.27	\$ 489,450.06
	Total Lump Sum - Item 4				\$ 434,456.00		\$ 408,000.00		\$ 489,450.06
5	23rd Avenua South, Sandra, Millie, Sandbar Drive, Norberta, Burling Way	19,367	SY	\$ 24.44	\$ 473,425.00	\$ 24.11	\$ 467,000.00	\$ 22.15	\$ 428,979.05
	Total Lump Sum - Item 5				\$ 473,425.00		\$ 467,000.00		\$ 428,979.05
6	Entire Subdivision - Palmwood, Cilewood, Dogwood, Oakwood Court, et al.	67,135	SY	\$ 19.59	\$ 1,315,106.00	\$ 17.92	\$ 1,203,300.00	\$ 20.11	\$ 1,350,084.85
	Total Lump Sum - Item 6				\$ 1,315,106.00		\$ 1,203,300.00		\$ 1,350,084.85
7	10th Street North	10,966	SY	\$ 20.07	\$ 220,050.00	\$ 20.77	\$ 227,800.00	\$ 21.59	\$ 236,755.94
	Total Lump Sum - Item 7				\$ 220,050.00		\$ 227,800.00		\$ 236,755.94
8	S Sanctuary Way, Jacksonville Drive, N Sanctuary Way	6,582	SY	\$ 32.66	\$ 215,000.00	\$ 20.53	\$ 135,100.00	\$ 23.43	\$ 154,216.26
	Total Lump Sum - Item 8				\$ 215,000.00		\$ 135,100.00		\$ 154,216.26
9	S Burling Way, Isabella Blvd., Marsh Landing Parkway	16,899	SY	\$ 29.66	\$ 501,175.00	\$ 32.53	\$ 549,800.00	\$ 26.18	\$ 442,415.82
	Total Lump Sum - Item 9				\$ 501,175.00		\$ 549,800.00		\$ 442,415.82
10	4th, 5th 7th Street North, 11th - 14th Avenue North	17,571	SY	\$ 22.17	\$ 389,475.00	\$ 18.52	\$ 325,500.00	\$ 26.66	\$ 468,437.85
	Total Lump Sum - Item 10				\$ 389,475.00		\$ 325,500.00		\$ 468,437.85
11	10th - 14th Avenue North, 7th - 9th Street North, Barbara, Patricia Lane	29,871	SY	\$ 20.12	\$ 601,000.00	\$ 18.77	\$ 560,800.00	\$ 23.00	\$ 687,136.97
	Total Lump Sum - Item 11				\$ 601,000.00		\$ 560,800.00		\$ 687,136.97
12	13th Avenue Nort, San Pablo Circle South/North, 16th Avenue North	13,858	SY	\$ 16.29	\$ 225,717.00	\$ 18.17	\$ 251,800.00	\$ 24.30	\$ 336,749.40
	Total Lump Sum - Item 12				\$ 225,717.00		\$ 251,800.00		\$ 336,749.40
13	13th Avenue South, Roberts Road	13,329	SY	\$ 19.43	\$ 259,000.00	\$ 19.19	\$ 255,800.00	\$ 21.81	\$ 290,727.30
	Total Lump Sum - Item 13				\$ 259,000.00		\$ 255,800.00		\$ 290,727.30
	Grand Total Lump Sum - Item 1 - 13				\$ 5,921,231.00		\$ 5,697,200.00		\$ 6,351,483.46
14	a. Manhole adjusted		Ea	\$ 2,250.00		\$ 3,600.00		\$ 2,000.00	
	b. Valve Box adjusted		Ea	\$ 2,250.00		\$ 825.00		\$ 2,000.00	

Ranking

2

1

3

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: July 16, 2024
From: Luis F. Flores, Property and Procurement Officer
RE: **Bid No. 2324-07 FY2024 Asphaltic Concrete Milling, Paving and Overlaying of Roadways**

Recommendation will be presented to the City Manager for:

Bid Number: 2324-07
Title: FY2024 Asphaltic Concrete Milling, Paving and Overlaying of Roadways

Following is the bid tabulation sheet:

Contractor	Grand Total Lump Sum (Items 1-13)
1 - Hubbard Construction Company	\$5,697,200.00
2 - Duval Asphalt Products, Inc.	\$5,921,231.00
3 - Preferred Materials, Inc.	\$6,351,483.46

Award to: **Hubbard Construction Company**

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 respondent for their submittal.

Luis F. Flores

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



CONTRACT
BETWEEN
the City of Jacksonville Beach
AND
Hubbard Construction Company

THIS CONTRACT is made and entered into as of the ____ day of _____, 2024 (the “**Effective Date**”) by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida (“**CITY**”) and, Hubbard Construction Company a Florida Profit Corporation authorized to conduct business in the state of Florida with its principal address at 1936 Lee Road, Suite 300, Winter Park, Florida 32789 (“**CONTRACTOR**”).

WHEREAS, on June 12, 2024, CITY issued Invitation to Bid No. 2324-07 for FY2024 Asphaltic Concrete Milling, Paving and Overlay of City Streets, as amended by Addendum No. 1 dated July 3, 2024 (the “**Solicitation**”); and

WHEREAS, based on CONTRACTOR’s response to the Solicitation (the “**Response**”), on August 19, 2024, the Jacksonville Beach City Council approved entering into a contract with CONTRACTOR to provide certain services to CITY as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, CITY and CONTRACTOR agree as follows:

1. **Engagement and Performance of Work.** CITY engages CONTRACTOR to perform the Work, and CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Contract.
2. **Compensation.** CITY shall pay the CONTRACTOR for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.
3. **Term.** The term of this Contract shall commence on the Effective Date and shall continue through completion of the Work, unless sooner terminated in accordance with the terms of the Solicitation.
4. **Contract Documents.** This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:
 - This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
 - Any Addenda to the Solicitation issued by CITY

- The Solicitation as originally issued by CITY, including all amendments, technical specifications, appendices and exhibits thereto
- Any Purchase Order(s)
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by CITY

5. **Notices.** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to CITY: City of Jacksonville Beach
Attn: Public Works, Dennis W. Barron, Jr.
1460-A Shetter Avenue
Jacksonville Beach, Florida 32250
Email: dbarron@jaxbchfl.net

With a Copy to: City of Jacksonville Beach
Purchasing Division
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

As to CONTRACTOR: Hubbard Construction Company
Attn: P. Frederick O'Dea, Jr.
1936 Lee Road, Suite 300
Winter Park, Florida 32789
Email: asphalt@hubbard.com

6. **Authority.** CONTRACTOR represents and warrants to CITY that CONTRACTOR has full right and authority to execute and perform its obligations under this Contract, and CONTRACTOR and the person(s) signing this Contract on CONTRACTOR's behalf represent and warrant to CITY that such person(s) are duly authorized to execute this Contract on CONTRACTOR's behalf without further consent or approval by anyone. CONTRACTOR shall deliver to CITY promptly upon request all documents reasonably requested by CITY to evidence such authority.

7. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

8. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

9. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on CITY and CONTRACTOR with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, CITY and CONTRACTOR have duly executed this Contract as of the Effective Date.

CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
Christine Hoffman, Mayor

BY: _____
Michael D. Staffopoulos, City Manager

ATTEST: _____
Sheri Gosselin, City Clerk

Date Signed: _____

Approved as to form and legal sufficiency:

David Migut, City Attorney

CONTRACTOR: HUBBARD CONSTRUCTION COMPANY

BY: _____

PRINT: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____

Date Signed: _____

PRINT: _____

FORM 1: BID TENDER FORM (Page 2 of 22)

BID ITEM	LOCATION Seabreeze Woods ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS;" 2) Paragraph 3, "PROCEDURES AND MATERIALS;" 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
1	▪ <u>Evans Drive & Evans Drive, S.</u> <u>From Oaks Drive to America Avenue</u> ▪ <u>Seagrape Drive</u> From <u>Seabreeze Avenue</u> to <u>Evans Drive</u> ▪ <u>Oakbreeze Court</u> From <u>Evans Drive S. to End</u> ▪ <u>Oakbreeze Lane</u> From <u>Evans Drive S. to End</u> ▪ <u>Rita Rae Lane</u> From <u>Seabreeze Avenue</u> to <u>Seagrape Drive</u> ▪ <u>Trudee Dee Lane</u> From <u>Seabreeze Avenue</u> to <u>Seagrape Drive</u> ▪ <u>Seabreeze Avenue</u> From <u>Fairway Lane</u> to <u>Evans Drive S.</u> ▪ <u>Fairway Road</u> From <u>Fairway Lane</u> to <u>Evans Drive S.</u> ▪ <u>Oaks Drive</u> From <u>Seabreeze Avenue S.</u> to <u>Evans Drive S.</u> ▪ <u>Ocean Pond Drive</u> From <u>Fairway Lane</u> to <u>Evans Drive S.</u> ▪ <u>Ocean Pond Court</u> From <u>Ocean Pond Drive</u> to <u>End</u>	▪ Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. ▪ Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ▪ Temporary Stripping.	34,762 SY	\$ 648,900.00

EXHIBIT A

FORM 1: BID TENDER FORM (Page 3 of 22)

1	▪ Evans Drive From <u>Quail Lane</u> to <u>Evans Drive S.</u> ▪ McClure Lane From <u>Evans Drive S.</u> to <u>end</u> ▪ Seabreeze Avenue From <u>Roberts Drive</u> to <u>Fairway Lane</u> (L = 12,598 ft; A = 34,762 SY) Four (4) CUL-DE-SACs (64') DIA.			\$ _____
***NOTE: Temporary Traffic Stripping; This pay item includes Eighteen (18) Stop Bars (2'x10').				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 1): \$ 648,900.00				

FORM 1: BID TENDER FORM (Page 4 of 22)

BID ITEM	<u>LOCATION</u> Oceanside Park ESTIMATED MEASUREMENTS (Length, Area)	<u>DESCRIPTION OF WORK</u> According to the criteria, specifications and standards of: 1) Paragraph 2, “GENERAL SPECIFICATIONS,” 2) Paragraph 3, “PROCEDURES AND MATERIALS,” 3) Paragraph 4, “MEASUREMENT AND PAYMENT.”	<u>Paving Area (SY)</u> (Bidder to Verify)	<u>BIDDER LUMP SUM BID PRICE</u>
2	▪ <u>14th Avenue S.</u> From <u>3Rd Street S.</u> to <u>9th Street S.</u> ▪ <u>15th Avenue S.</u> From <u>3Rd Street S.</u> to <u>9th Street S.</u> ▪ <u>10th Street S.</u> From <u>15th Avenue S.</u> to <u>13th Avenue S.</u> ▪ <u>14th Avenue S.</u> From <u>9th Street S.</u> to <u>10th Street S.</u> ▪ <u>15th Avenue S.</u> From <u>9th Street S.</u> to <u>10th Street S.</u> ▪ <u>8th Street S.</u> From <u>13th Avenue S.</u> to <u>End</u> ▪ <u>7th Street S.</u> From <u>13th Avenue S.</u> to <u>End</u> ▪ <u>6th Street S.</u> From <u>13th Avenue S.</u> to <u>End</u> ▪ <u>5th Street S.</u> From <u>15th Avenue S.</u> to <u>End</u>	▪ Mill 1 1/2” of asphalt, includes milling to existing driveway aprons. ▪ Apply 1-1/2” of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ▪ Temporary Stripping.	28,904 SY	\$ 549,700.00

FORM 1: BID TENDER FORM (Page 5 of 22)

2 (cont.)	■ 4th Street S. From <u>13th Avenue S.</u> to <u>16th Avenue S.</u> (L = 11,846 ft; A = 28,904 SY) Zero (0) CUL-DE-SACs.		
	***NOTE: Temporary Traffic Stripping; This pay item includes Thirty Five (35) Stop Bars (2'x10').		
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 2): \$ 549,700.00			

FORM 1: BID TENDER FORM (Page 6 of 22)

BID ITEM	LOCATION Atlantic Shores ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS;" 2) Paragraph 3, "PROCEDURES AND MATERIALS;" 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
3	36th Avenue S. From 3rd Street S. to S. Upper 36th Avenue - S Lower 36th Avenue From 36th Avenue S. to S. Upper 36th Avenue - S Upper 36th Avenue From 36th Avenue S. to S. Lower 36th Avenue (L = 1,706 ft; A = 4,760 SY) Zero (0) CUL-DE-SACs.	- Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. - Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. - Temporary Stripping.	4,760 SY	\$ 113,700.00
***NOTE: Temporary Traffic Stripping; This pay item includes Three (3) Stop Bars (2'x10').				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 3): \$ 113,700.00				

FORM 1: BID TENDER FORM (Page 7 of 22)

BID ITEM	LOCATION Ocean Cay ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS," 2) Paragraph 3, "PROCEDURES AND MATERIALS," 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
4	Entire Subdivision ▪ Bonaire Circle From <u>Antigua Dr.</u> to <u>Antigua Dr.</u> ▪ Ocean Cay Circle From <u>S Beach Pkwy.</u> to <u>S Beach Pkwy.</u> ▪ Antigua Drive From <u>Ocean Cay Cir.</u> to <u>End</u> ▪ St. Marten Court From <u>Antigua Dr.</u> to <u>End</u> ▪ Bay Island Circle From <u>Ocean Cay Cir.</u> to <u>Bay Island Cir.</u> ▪ Great Abaco Court From <u>Bay Island Cir.</u> to <u>Bay Island Cir.</u> (L = 11,731 ft; A = 21,978 SY) Four (4) CUL-DE-SAC's (60') DIA	▪ Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. ▪ Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ▪ Temporary Stripping.	21,978 SY	\$ 408,000.00
***NOTE: Temporary Traffic Stripping; This pay item includes Ten (10) Stop Bars (2'x10').				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 4): \$ 408,000.00				

EXHIBIT A

FORM 1: BID TENDER FORM (Page 8 of 22)

BID ITEM	LOCATION Hannah Terrace ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS;" 2) Paragraph 3, "PROCEDURES AND MATERIALS;" 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
5	23rd Avenue South From 3rd Street S. to Sandra Dr. - Sandra Drive From Osceola Ave. to End - Millie Drive From S Beach Pkwy. to Osceola Ave. - Sandbar Drive From Sandra Dr. to Millie Dr. - Norberta Way From S Beach Pkwy. to Osceola Ave. - Burling Way From Millie Dr. to Osceola Ave. (L = 6,611 ft; A = 19,367SY) One (1) CUL-DE-SAC's (60') DIA	23rd Avenue South: - Mill 2" of asphalt, includes milling to existing driveway aprons. - Apply 2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. - Temporary Stripping. Sandra, Millie, Sandbar, Norberta and Burling: - Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. - Apply 2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. - Temporary Stripping.	19,367 SY	\$ 467,000.00
***NOTE: Temporary Traffic Stripping; This pay item includes Thirteen (13) Stop Bars (2'x10'); 200 ft of 4" Wide White; 1,000 ft of 4" Wide Yellow; 50 ft of 12" Wide Yellow; and Seven (7) Turning Arrows.				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 5): \$ 467,000.00				

FORM 1: BID TENDER FORM (Page 9 of 22)

	LOCATION Ocean Forrest ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS," 2) Paragraph 3, "PROCEDURES AND MATERIALS," 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
6	Entire Subdivision ▪ Palmwood Court From Tallwood Rd. to End. ▪ Cilewood Court From Tallwood Rd. to End. ▪ Dogwood Court From Tallwood Rd. to End. ▪ Oakwood Court From Oakwood Rd. to End. ▪ Tallwood Road Entire Pinewood Rd. to End. ▪ Tallwood Road From Roundabout/Tanglewood Rd. to End. ▪ Oakwood Road From Pinewood Rd. to Oakwood Rd. ▪ Pinewood Road From Oakwood Rd. to Oakwood Rd. ▪ Pinewood Lane From Rosewood Rd. to 12th Ave. N. ▪ Tanglewood Road From Arden Way to Pinewood Ln.	▪ Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. ▪ Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ▪ Temporary Stripping.	67,135 SY	\$ 1,203,300.00

FORM 1: BID TENDER FORM (Page 10 of 22)

6 (cont.)	▪ Arden Way From <u>Pinewood Rd. to Penman Rd.</u> ▪ Sable Palm Lane From <u>Sunset Dr. to Tanglewood Ln.</u> ▪ Coral Way From <u>Penman Rd. to Penman Rd.</u> ▪ Sunset Drive From <u>Coral Way to 12th Ave. N.</u> ▪ Sunset Court From <u>Sunset Dr. to Sunset Dr.</u> ▪ Birchwood Road From <u>Sunset Dr. to Tanglewood Ln.</u> ▪ Oak Forest Drive From <u>23rd St. N. to End.</u> ▪ 23rd Street N From <u>Tallwood Rd. to Oak Forest Dr.</u> ▪ Rosewood Drive From <u>Tallwood Rd. to Oakwood Rd.</u> ▪ Lakeside Drive From <u>Oakwood Rd. to End.</u> (L = 27,855ft; A = 67,135SY) Seven (7) CUL-DE-SAC's (88') DIA		
***NOTE: Temporary Traffic Stripping; This pay item includes Forty-Eight (48) Stop Bars (2'x10').			
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 6): \$ 1,203,300.00			

EXHIBIT A

FORM 1: BID TENDER FORM (Page 11 of 22)

BID ITEM	LOCATION 10 th Street North ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS;" 2) Paragraph 3, "PROCEDURES AND MATERIALS;" 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
7	■ 10th Street North From 15th Avenue North to 2nd Avenue North (L = 4,603ft; A = 10,966 SY) Zero (0) CUL-DE-SAC's.	■ Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. ■ Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ■ Temporary Stripping.	10,966 SY	\$ 227,800.00
***NOTE: Temporary Traffic Stripping; This pay item includes Five (5) Stop Bars (2'x10').				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 7): \$ 227,800.00				

FORM 1: BID TENDER FORM (Page 12 of 22)

BID ITEM	LOCATION Lake Sanctuary ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS;" 2) Paragraph 3, "PROCEDURES AND MATERIALS;" 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
8	▪ S Sanctuary Way From Jacksonville Dr. to End ▪ Jacksonville Drive From Sanctuary Wy. to Sanctuary Blvd. ▪ N Sanctuary Way From Jacksonville Dr. to End (L = 2,498ft; A = 6,582 SY) Three (3) CUL-DE-SAC's (60') DIA	▪ Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. ▪ Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ▪ Temporary Stripping.	6,582 SY	\$ 135,100.00
***NOTE: Temporary Traffic Stripping; This pay item includes Two (2) Stop Bars (2'x10').				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 8): \$ 135,100.00				

FORM 1: BID TENDER FORM (Page 13 of 22)

BID ITEM	LOCATION Isabella and Marsh Landing ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS;" 2) Paragraph 3, "PROCEDURES AND MATERIALS;" 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
9	▪ S Burling Way From Isabella Blvd. to End ▪ Isabella Boulevard From Beginning to Jacksonville Dr. ▪ Isabella Boulevard From Osceola Ave to End ▪ Marsh Landing Parkway From 3rd Street S. to S Beach Pkwy. (L = 5,348 ft; A = 16,899 SY) Zero (0) CUL-DE-SAC's.	Isabella Boulevard & S. Burling Way: ▪ Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. ▪ Apply 2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ▪ Temporary Stripping. Marsh Landing Parkway: ▪ Mill 2" of asphalt, includes milling to existing driveway aprons. ▪ Apply 2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ▪ Temporary Stripping. ▪ Thermoplastic Stripping. ▪ Reflectors.	16,899 SY	\$ 549,800.00
***NOTE: Temporary Traffic Stripping; This pay item includes Three (3) Stop Bars (2'x10') on Isabella Boulevard. ***NOTE: Temporary AND Thermoplastic Traffic Stripping for Marsh Landing Parkway ONLY; This pay item includes 6,500 ft of 4" Wide White; 5,400 ft of 4" Wide Yellow; 250 ft of 12" Wide Yellow; Twenty (20) Turning Arrows; and approximately 320 reflectors on Marsh Landing Parkway.				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 9): \$ 549,800.00				

EXHIBIT A

FORM 1: BID TENDER FORM (Page 14 of 22)

BID ITEM	<u>LOCATION</u> Pablo Beach North ESTIMATED MEASUREMENTS (Length, Area)	<u>DESCRIPTION OF WORK</u> According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS;" 2) Paragraph 3, "PROCEDURES AND MATERIALS;" 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	<u>Paving Area (SY)</u> (Bidder to Verify)	BIDDER LUMP SUM <u>BID PRICE</u>
10	■ 4th Street North From 18th Ave N. to 13th Ave N. ■ 11th Avenue North From 5th St. N. to 3rd St. N. ■ 14th Avenue North From 3rd St. N. to 5th St. N. ■ 7th Street North From Patricia Ln. to 13th Ave N. ■ 13th Avenue North From 5th St. N. to 7th St. N. ■ 14th Avenue North From 5th St. N. to 7th St. N. ■ 5th Street North From 14th Ave N. to 8th Ave N. ■ 12th Avenue North From 3rd St. N. to 5th St. N.	■ Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. ■ Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ■ Temporary Stripping.	17,571 SY	\$ 325,500.00

FORM 1: BID TENDER FORM (Page 15 of 22)

10 (cont.)	▪ 13th Avenue North From <u>5th St. N.</u> to <u>5th St. N.</u> ▪ 7th Street North From <u>15th Ave N.</u> to <u>13th Ave N.</u> L = 8,516 ft; A = 17,571 SY Zero (0) CUL-DE-SAC's.		
	***NOTE: Temporary Traffic Stripping; This pay item includes Twenty (20) Stop Bars (2'x10').		
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 10): \$ 325,500.00			

FORM 1: BID TENDER FORM (Page 16 of 22)

BID ITEM	LOCATION Beach Home Sites 1 ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS," 2) Paragraph 3, "PROCEDURES AND MATERIALS," 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
11	■ 14th Avenue North From 15th Ave N. to 10th St. N. ■ 14th Avenue North From 8th St. N. to 10th St. N. ■ 13th Avenue North From 8th St. N. to 10th St. N. ■ 12th Avenue North From Patricia Ln. to 7th St. N. ■ 8th Street North From Patricia Ln. to 9th Ave N. ■ 8th Street North From 15th Ave N. to Patricia Ln. ■ 7th Street North From 13th Ave N. to 9th Ave N. ■ Barbara Lane From 11th Ave N. to 10th St. N. ■ 9th Street North From 8th Ave N. to Barbara Ln. ■ 10th Avenue North From Patricia Ln. to 7th St. N. ■ Patricia Lane From 11th Ave N. to 10th St. N.	■ Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. ■ Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. ■ Temporary Stripping.	29,871 SY	\$ 560,800.00

EXHIBIT A

FORM 1: BID TENDER FORM (Page 17 of 22)

11 (cont.)	■ 9th Street North From 14th Ave N. to 13th Ave N. ■ 11th Avenue North From 7th St. N. to 5th St. N. (L = 12,827 ft; A = 29,871 SY) Zero (0) CUL-DE-SAC's.			
***NOTE: Temporary Traffic Stripping; This pay item includes Twenty-Five (25) Stop Bars (2'x10').				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 11): \$ 560,800.00				

FORM 1: BID TENDER FORM (Page 18 of 22)

BID ITEM	LOCATION Beach Home Sites 2 ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS;" 2) Paragraph 3, "PROCEDURES AND MATERIALS;" 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
12	13th Avenue North From 10th Street N. to Penman Rd. - San Pablo Circle South From 13th Street N. to 11th Ave. N. - San Pablo Circle North From 13th Street N. to 13th Ave. N. 16th Avenue North From 10th Street N. to 15th Ave. N. (L = 4,734 ft; A = 13,858 SY) Zero (0) CUL-DE-SAC's.	- Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. - Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. - Temporary Stripping.	13,858 SY	\$ 251,800.00
***NOTE: Temporary Traffic Stripping; This pay item includes Fifteen (15) Stop Bars (2'x10').				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 12): \$ 251,800.00				

FORM 1: BID TENDER FORM (Page 19 of 22)

BID ITEM	LOCATION Baptist Medical Center ESTIMATED MEASUREMENTS (Length, Area)	DESCRIPTION OF WORK According to the criteria, specifications and standards of: 1) Paragraph 2, "GENERAL SPECIFICATIONS," 2) Paragraph 3, "PROCEDURES AND MATERIALS," 3) Paragraph 4, "MEASUREMENT AND PAYMENT."	Paving Area (SY) (Bidder to Verify)	BIDDER LUMP SUM BID PRICE
13	13th Avenue South From 9th St. S. to A1A. 13th Avenue South From Roberts Rd. to 9th St. S. - Roberts Road From 13th Ave. S. to Seabreeze Ave. (L = 4,800 ft; A = 13,329 SY) Zero (0) CUL-DE-SAC's.	- Mill 1 1/2" of asphalt, includes milling to existing driveway aprons. - Apply 1-1/2" of type SP 9.5, Traffic Level C, with a limit of RAP material used in the mix to a maximum of 40 percent. - Temporary Stripping.	13,329 SY	\$ 255,800.00
***NOTE: Temporary Traffic Stripping; This pays item includes Five (5) Stop Bars (2'x10'); 80 ft of 12" White Crosswalk pavement marking.				
BIDDER TOTAL LUMP SUM BID PRICE (BID ITEM 13): \$ 255,800.00				

FORM 1: BID TENDER FORM (Page 20 of 22)

14	Adjust elevations of Manholes and Valves Boxes to new finished grade elevations <u>in new asphalt pavement.</u>			
	a. Manhole adjusted	Each	\$ 3,600.00	
	b. Valve Box adjusted	Each	\$ 825.00	
NOTE: Adjustments for Manholes and Valve Boxes are per City's request only.				

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director Beaches Energy Services
DATE:	08/06/2024
SUBJECT:	Non-exclusive Grant of Easement to JEA for Fiber Ingress into Sampson Substation

BACKGROUND

Beaches Energy Services is engaged in a project with Jacksonville Electric Authority (JEA) that requires the upgrading of the communications medium between Beaches Energy Services's (BES) Sampson substation, and JEA's Switzerland substation. BES's Sampson substation is in St. Johns County located on C.R. 210 approximately one mile west of I-95. JEA's Switzerland substation is located in Duval County approximately 4.5 miles to the north/northwest. A 230kV transmission line interconnects the two utilities' substations.

As part of a FY2023-FY2024 CIP project, protection, control, and communications systems are being upgraded on both ends of the transmission line. The communications medium for the protective relaying on each end of the line is being upgraded from power line carrier technology to dual redundant fiberoptic technology. To accomplish this, BES needs to grant a non-exclusive easement to JEA to route the fiber optic cables into the substation.

Construction inside the station is planned to commence on 9/30/2024. Prior-to-construction activities include routing of fiber into Sampson substation, and are planned to be completed prior to 9/30/2024.

FINANCIAL IMPACT

JEA is providing the necessary equipment for BES to install inside the station. JEA will pay BES \$10 for the easement. All other project costs are funded by FY2023-2024 dollars.

REQUESTED ACTION

Approve/Disapprove a Non-exclusive Grant of Easement to JEA for fiber ingress into Sampson Substation

ATTACHMENTS

1. Final Easement Document for Signature
2. Easement Sketch

Prepared by and return to:
Brian Dawes
Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, FL 32202

JEA Project: St. Johns Fiber
RE Parcel #: 026430-0010

NON-EXCLUSIVE GRANT OF EASEMENT

THIS NON-EXCLUSIVE GRANT OF EASEMENT, made this ____ day of _____, 2024, by and between **CITY OF JACKSONVILLE BEACH**, a municipal corporation in Duval County, Florida, whose address is 11 3rd St. N., Jacksonville Beach, FL 32250 (the “Grantor”), and **JEA**, a body politic and corporate, whose address is 225 North Pearl Street, Jacksonville, Florida, 32202 (the “Grantee”).

WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, either above or below the surface of the ground, facilities and associated equipment for electrical, water reuse, water, sewer, fiber, communications, other public utilities, or quasi-utilities, either or all, on, along over, through, across, or under the following described land situate in St. Johns County, Florida, to wit (the “Easement Area”):

See Exhibit A attached hereto and incorporated herein.

TOGETHER with the right of said Grantee, its successors and assigns, of ingress and egress to and over said Easement Area, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements under or in said Easement Area, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

GRANTOR represents and warrants that it is the true owner of record of the Easement Area and that it has full power and authority to grant to Grantee the rights granted hereunder.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first above written.

WITNESSES:

Print: _____

Witness #1 Address:

Print: _____

Witness #2 Address:

GRANTOR:

CITY OF JACKSONVILLE BEACH, a
municipal corporation in Duval County,
Florida

By: _____

Print: _____

Its: _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this ____ day of _____, 2024, by
_____, the _____ of CITY OF
JACKSONVILLE BEACH, a municipal corporation in Duval County, Florida. He/She is
(check one) ____ personally known to me or ____ has produced
_____ as identification.

Print _____

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

(seal)

EXHIBIT A

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 492 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF COUNTY ROAD NO. 2209 (ST. JOHNS PARKWAY), ACCORDING TO THE PLAT OF COUNTY ROAD NO. 2209 AND JOHNS CREEK PARKWAY, RECORDED IN MAP BOOK 50, PAGE 93 OF SAID PUBLIC RECORDS, LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, A RIGHT OF WAY OF VARYING WIDTH); THENCE NORTH 89 DEGREES 38 MINUTES 19 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, 620.55 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 492 AND THE **POINT OF BEGINNING**; THENCE SOUTH 02 DEGREES 45 MINUTES 55 SECONDS EAST, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, AND ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 492, 19.02 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 19 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 19.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT OF WAY LINE, 100.80 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 41 SECONDS WEST, 19.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES 38 MINUTES 19 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1908 SQUARE FEET MORE OR LESS.

MAP SHOWING ST. JOHNS PARKWAY FIBER EASEMENT

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 557, PAGE 492 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

(SEE ATTACHED FOR LEGAL DESCRIPTION)

COUNTY ROAD NO. 210 (RIGHT OF WAY VARIES)

POINT OF
COMMENCEMENT

N 89°38'19" E

620.55'

POINT OF BEGINNING

N00° 21' 41"W

19.00'

19' WIDE FIBER EASEMENT
1908 SQUARE FEET

100.00'

S89° 38' 19"W

100.80'

19.00'

S02° 45' 55"E
19.02'

OFFICIAL RECORDS BOOK 557, PAGE 492

TRACT A

110' TRANSMISSION LINE EASEMENT
MAP BOOK 97, PAGE 23/O.R.B. 66, PAGE 140

ST. JOHNS PARKWAY
COUNTY ROAD NO. 2209
MAP BOOK 50, PAGE 93

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON N 89°38'19" E ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 2020, PAGE 945 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

2. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

I CERTIFY TO: JEA

DEGROVE
Surveyors, Inc.

2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FLORIDA 32216
(904) 722-0400

SIGNED

BRENDA D. CATONE, FLORIDA SURVEYOR AND MAPPER
REGISTRATION # 5447; L.B. # 4603

DATE: APRIL 12, 2024 SCALE 1" = 100'

ST JOHNS PARKWAY FIBER EASEMENT

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CONTAINING 1908 SQUARE FEET MORE OR LESS.

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director Beaches Energy Services
DATE:	08/06/2024
SUBJECT:	Bid Number 2324-11 38kV Vacuum Circuit Breakers

BACKGROUND

Medium voltage circuit breakers are designed to interrupt faults detected by protective relays and provide a means of equipment isolation during normal and emergency operations. Failure to maintain or operate breakers beyond their expected service life can lead to electrical and/or mechanical failures. These equipment malfunctions typically lead to more wide-spread outages and can place strains on the electric distribution system until repairs or replacements are made.

Beaches Energy Services planned for replacing distribution breakers at Jacksonville Beach substation, located at 1111 5th Avenue South, in 2025 by making long-lead purchases of the breakers in 2024, and performing construction in 2025.

Accordingly, Beaches Energy Services solicited bids for the procurement of 38kV magnetically actuated circuit breakers from several vendors. We received one bid response from ABB Inc. Staff recommends awarding the bid to ABB Inc in the amount of \$722,426.81.

To review Bid No. 2324-11, click [here](#).

FINANCIAL IMPACT

Funding for the purchase of these breakers is included in the FY2024 budget.

REQUESTED ACTION

Award/Reject Bid No. 2324-11 to ABB Inc for the purchase of 38kV Vacuum circuit breakers for an amount not to exceed \$722,426.81

ATTACHMENTS

1. Bid #2324-11 Bid Submittal - Superior Power Products (ABB)
2. Bid #2324-11 Response Summary
3. Bid #2324-11 Bid Tabulation
4. Bid #2324-11 Intent to Award Notification

***SUPERIOR POWER
PRODUCTS***



Attention: City of Jacksonville Beach
Subject: ABB 38kV VACUUM CIRCUIT BREAKERS ITB 2324-11

June 24, 2024

Dear City of Jacksonville Beach,

Please accept this quote on behalf of ABB. If you have any questions, please contact me. Attached is the original quote, and I've also included the requested three (3) copies and USB drive.

Sincerely,

Clay Cook

Superior Power Products (Authorized ABB Manufacturers Representative)

(407) 741-3061

SECTION D: FORMS

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

BID NUMBER: **2324-11**

TITLE: **38kV VACUUM CIRCUIT BREAKERS**

Item	Breaker Type	Qty	Unit Cost	Extended Cost
1	1250 Amp	6ea	\$64,016.11	\$384,096.66
2	2000 Amp	3ea	\$67,878.51	\$203,635.53

Total Cost \$587,732.19

NOTE: Bidder is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, 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 project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder's response to this bid. The bidder agrees that the bid price shall be good and may **not be withdrawn for a period of 90 days after the opening of the bid**. The bidder understands that the CITY reserves the right to reject all bids, and waive informalities in submitted bids. By signing below you agree the price(s) are firm and guaranteed for the entire term of this bid.

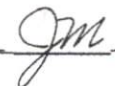
COMPANY NAME: ABB Inc

ADDRESS: 680 Century Point

CITY, STATE & ZIP: LAKE MARY, FL, 32746

SUBMITTED BY: Jonathan Miller
Printed name of authorized submitter

TITLE: Complex Prososal Specialist

SIGNATURE:  DATE: 6/7/2024

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

BID NUMBER: 2324-11

TITLE: 38kV VACUUM CIRCUIT BREAKERS

BID PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this 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	SECTION	SECTION TITLE
☒	FORM 1	BID TENDER FORM (completed Pages 41 - 42)
☒	FORM 2	BID AWARD NOTICE FORM – (completed Page 43)
☒	FORM 3	REQUIRED DISCLOSURE FORM (completed Page 44)
☒	FORM 4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 45)
☒	FORM 5	NON-COLLUSION AFFIDAVIT (completed Page 46)
☒	FORM 6	NON-BANKRUPTCY AFFIDAVIT (completed Page 47)
☒		W9 (Attach completed and signed form, which can be obtained from)
☐		LOCAL BUSINESS TAX RECEIPT (attach copy)

ADDENDA RECEIPT VERIFICATION

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

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

By: 
Signature of Authorized Submitter

Complex Proposal Specialist
Title (typed or neatly printed)

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: ABB Inc
2. Address: 680 Century Point
3. City, State & Zip: LAKE MARY, FL, 32746
4. Attention: Jonathan Miller
5. Phone: 214-799-7964
6. E-mail address: jonathan.miller@us.abb.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. 2324-11** 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:

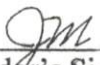
Contractor: ABB Inc

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

Jonathan Miller, being first duly sworn deposes and says that:

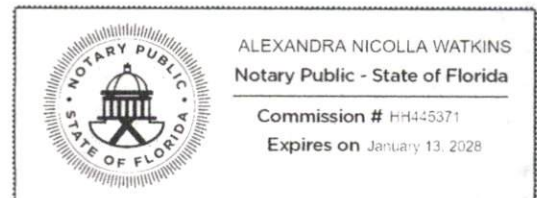
1. He (it) is the Complex Prososal Specialist, of ABB Inc
the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all
pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid
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: _____

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 #: 2324-11

STATE OF _____)

COUNTY OF _____)

Jonathan Miller is an officer and member of
the firm of ABB 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. 2324-11**
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)

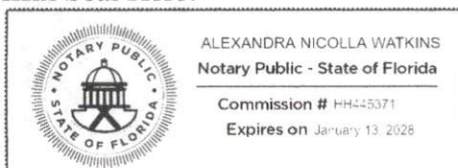
He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here:



06/07/2024

Equipment: R-MAG® Outdoor Dead Tank Breaker

This proposal offers the market leading circuit breaker, the ABB R-MAG. ABB's R-MAG has over 20 years of field proven experience and over 30,000 installations. ABB is the only company to offer a full medium voltage portfolio with magnetic actuation, from 15kV to 38kV. The R-MAG is designed to provide the most reliable outdoor breaker in the market, minimizing downtime, improving SAIDI measurements, and significantly decreasing maintenance costs over the lifetime of the product. ABB's R-MAG delivers quantifiable value in the following areas:

Increased reliability

- Optimized durability with the ability to achieve 10,000 operations, five times greater than the ANSI requirement, over a temperature range of -50°C to +70°C (-58°F to 158°F)
- Minimized potential points for failure by having only one moving part in the magnetic actuator operating system, as opposed to spring-charged mechanisms that house over 100 moving parts
- Unparalleled performance of internal components
 - ABB magnetic actuator is rated for 100,000 operations for the 15 and 27kV R-MAGs and 50,000 operations for the 38kV R-MAG
 - ABB's world leading vacuum interrupters are rated for 30,000 full load operations

Reduced O&M

- NO MAINTENANCE is required on the magnetic actuator, as opposed to spring-charged mechanisms that are dependent on periodic maintenance to ensure proper operation
- Minimal maintenance is required every 2,000 operations, four times the ANSI standard of 500 operations between servicing
- Shorter maintenance times as there are no coils or motors to replace and there is no gas or oil used
- Easy plug and play design of the ED2 electronic control board for rapid replacement in the field

Warranty

ABB's R-MAG has over 20 years of proven experience with over 30,000 installations. The R-MAG comes with a 5-year comprehensive warranty and 24 hour / 7 day a week customer service.

NextGeneration R-MAG cabinet

New NEMA3R

The new NextGeneration R-MAG cabinet NEMA3R is designed to exceed the traditional NEMA3R rating. This new NEMA3R introduces numerous improvements focused to provide a higher ingress protection against water and dust.

New NEMA4 cabinet

This new cabinet version introduces a set of dedicated special improvements, as compared to NEMA3R, in some key elements of the housing to withstand the most challenging outdoor environments. The new NEMA 4 housing is ready to withstand sleet, snow, heavy rain, storms and wind-driven rain impacting the housing at rates of more than 60 gal./min. from any direction.

New Arc Resistant cabinet

The arc-resistant version of the R-MAG® breaker has been tested to internal arc resistance as per IEEE C37.20.7-2017, Type 2B accessibility. The arc-resistant feature provides an additional level of protection to equipment and personnel in the proximity of the arc-resistant R-MAG breaker. The specially designed enclosure withstands the mechanical and thermal stress of an arc fault and releases the gases through the specially designed chimneys.

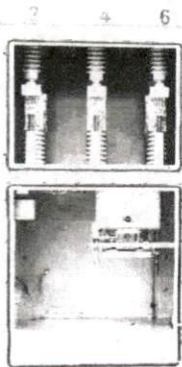


ABB is ready to support this proposal with technical application experts, spare parts, training, and support services to ensure the ease of installation and the reduction of the total cost of ownership. Thank you in advance for considering this proposal. Please do not hesitate to contact ABB with any questions

Commercial and Technical Tender

ABB Inc.
655 Century Point
Lake Mary, FL 32746
Tel: 407-732-2000

Date:	06/07/2024
Tender ID:	U33-00015059
Account	
manager:	
Valid through:	07/26/2024
Specifications:	
Revision:	A

Prepared for:
BEACHES ENERGY SERVICES

Prepared by:
Jonathan Miller
ABB Inc.

Email:
jonathan.miller@us.abb.com

Pricing

Standard lead time*

- 23 weeks with approval drawings
- 18 weeks without approval drawings and an existing bill of material

*See full details in the Delivery section in the Terms and Conditions

Bill of Material(s) - All Items with Price

Item #	Qty	Description	Unit Price (USD)	Extended Price (USD)
1	6	Circuit Breaker, Medium Voltage, ANSI Outdoor Vacuum, R-MAG, MB3014DMMTH5SMZ4 Types Rating: MB3014 - 38 kV 1250 A 200 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO Voltage: 38 kV BIL: 200 kV BIL Interrupting Current: 25 kA	64,016.11	384,096.66
2	3	Circuit Breaker, Medium Voltage, ANSI Outdoor Vacuum, R-MAG, MB3024DUUTH5SMZ4 Types Rating: MB3024 - 38 kV 2000 A 200 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO Voltage: 38 kV BIL: 200 kV BIL Interrupting Current: 25 kA	67,878.51	203,635.53

Total Net Price (USD): 587,732.19

Technical Data Sheet

Item Number : 1

ABB Product ID : MB3014DMMTH5SMZ4

Quote No: U33-00015059

Modified User: Miller, Jonathan

Type	R-MAG - Outdoor Dead Tank Vacuum Magnetic Circuit Breaker
Types Rating	MB3014 - 38 kV 1250 A 200 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO
Voltage	38 kV
BIL	200 kV BIL
Interrupting Current	25 kA
Power Frequency	60 Hz
Auxiliary Switches	D - (2) 16 deck snap action rotary switch. Normally this should provide 12 'a' and 12 'b' field adjustable contacts.
CTs 1-3-5	M - 2 Set 1200/5 C400 TR 2.00 (8.24') 2 sets of 1200/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
CTs 2-4-6	M - 2 Set 1200/5 C400 TR 2.00 (8.24') 2 sets of 1200/5 C400 Bushing Current Transformers on bushings 2-4-6. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
Enclosure Material	T - NextGeneration R-MAG Stainless Steel Cabinet (38kV 1200/2000A). Review details of NextGeneration cabinet in this quote's introduction section
High Voltage Door	HV Door 38KV Cabinet SSSL
BCT Shorting Type	G.E. EB27 shorting type terminal blocks Due to global Supply Chain crisis, the terminal blocks quoted may be replaced in final production by other terminal block brands like Magnum or Marathon. Technical parameters of alternate terminal blocks match/exceed the parameters of the originally quoted terminal blocks.

BCT Wiring	#10 AWG wire. All taps wired to terminal blocks.
ED2.0 board	H - 85-264 VAC or 77-280 VDC High Voltage Board (38 kV)
Control Voltage	5 - 125 VDC Operating Voltage
Circuit Protection	S - Standard MCB for heaters and auxiliary circuits, knife switch for control circuits
Bushing Type	Standard Bushing (38 kV, 1200 A, 200 kVBIL) Six ANSI-70 gray Porcelain Bushings. Standard creepage: 37.75in. (958 mm) - 12 THDS copper stud bushing.
Bushing Terminal Connectors	4 - Stud to 4-hole NEMA pad connectors
Control Type	M - Relay (Microprocessor)
WILD_CARD	Special relay - SEL-351S Protection System, part number: 0351S7X7E3E5421
Panel Configuration	Z - Special panel
Control Wiring	#12 AWG; Control Wire as required
Control Wiring Lugs	Insulated wiring lugs provided
Control Terminal Blocks	G E. type EB25 - 12 point terminal blocks as required Due to global Supply Chain crisis, the terminal blocks used in final production may vary as per availability of Marathon, Magnum or GE terminal blocks. Technical parameters of alternate terminal blocks match/exceed the parameters of the originally assigned terminal blocks.
Heaters	(2) 240 VAC, 375 Watt heaters provided; one for the low voltage compartment and one for the high voltage compartment.

Local/Remote Switch	No local/remote switch provided
Test Switches	Special test switch
WILD_CARD	Special test switch - One (1) test switch assembly, type ABB FT-19R (1 with 1-8 current & 9-10 potential and 2 with 1-10 potential) 3RU, switches low, steel, ANSI 61 gray finish, screw terminals, standard depth, full clear cover, part number: FR3G173001001
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required
Control Switch	Special control switch
WILD_CARD	Special control switch - One (1) switch, circuit breaker control, with red and green flags, labels to indicate switch position and indicating lights with resistors. Switch to be G.E. Co. type 16SB1CB210SSM2K, indicating lights to be G.E. Co. type ET-16 or equal with LED bulb for 125 VDC operation.
Legacy Material	No - Similar to Similar to 1VAS001604-0001 with stainless steel NextGen cabinet, SEL relay, FT-19R test switch
Special Final Assembly	Special Final Assembly None
Seismic Option and Wind Load	No Seismic qualificatoin is being provided
Shipping Special	Special Shipping Requirements No
Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet

Dynamic Accessories	ED2.0 Capacitor discharge switch
Dynamic Accessories	Copper ground bar on LV Compartment floor (12in)
Dynamic Accessories	Device Nameplates
Dynamic Accessories	External bushing identification stickers on roof
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet
Dynamic Accessories	Ground Clamps (#4 - 4/0)
WILD_CARD	Special Accessory 1 - Manufacturer shall provide a 24 pole terminal strip. This terminal strip shall be for customers use to interconnect for remote breaker control. One side shall be left open for customer use, the other side will be for manufacturer's connections. The terminal blocks for remote breaker control shall be grouped together.
WILD_CARD	Special Accessory 2 - The manufacturer shall supply a spare fuse block which shall be modular type with Bakelite frame and reinforced retaining clips to prevent accidental removal or dropping out due to vibration. The spare fuse block shall contain two (2) spare fuses for the close circuit and two (2) spare fuses for the trip circuit.
WILD_CARD	Special Accessory 3 - One (1) switch, recloser cutoff, rotary type, G.E. Co. type 16SB1 BB210SSM16K or Westinghouse type W, style No. 1530009. Device No. 79CO.
WILD_CARD	Special Accessory 4 - LED indicating lights on each circuit breaker shall be as follows: 16.2.1. Red to indicate "CLOSED" position. 16.2.2. Green to indicate "OPEN" position.
Termination Count	Termination Count 350-500
CT Count	CT Count - 12 CT's
Capacitors Count	4 capacitors

ABB Internal Order Entry Information:

CID Code: 9AAC30400486

Source Location Code: 9AAE324912

Manufacturing: 3407, Mexico - San Luis
Potosi

Technical Data Sheet

Item Number : 2

ABB Product ID : MB3024DUUTH5SMZ4

Quote No: U33-00015059

Modified User: Miller, Jonathan

Type	R-MAG - Outdoor Dead Tank Vacuum Magnetic Circuit Breaker
Types Rating	MB3024 - 38 kV 2000 A 200 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO
Voltage	38 kV
BIL	200 kV BIL
Interrupting Current	25 kA
Power Frequency	60 Hz
Auxiliary Switches	D - (2) 16 deck snap action rotary switch. Normally this should provide 12 'a' and 12 'b' field adjustable contacts.
CTs 1-3-5	U - 2 Sets 2000/5 C400 TR 2.00(4.76") 2 sets of 2000/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
CTs 2-4-6	U - 2 Sets 2000/5 C400 TR 2.00(4.76") 2 sets of 2000/5 C400 Bushing Current Transformers on bushings 2-4-6. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
Enclosure Material	T - NextGeneration R-MAG Stainless Steel Cabinet (38kV 1200/2000A). Review details of NextGeneration cabinet in this quote's introduction section
High Voltage Door	HV Door 38KV Cabinet SSTL
BCT Shorting Type	G.E. EB27 shorting type terminal blocks Due to global Supply Chain crisis, the terminal blocks quoted may be replaced in final production by other terminal block brands like Magnum or Marathon. Technical parameters of alternate terminal blocks match/exceed the parameters of the originally quoted terminal blocks.

BCT Wiring	#10 AWG wire. All taps wired to terminal blocks.
ED2.0 board	H - 85-264 VAC or 77-280 VDC High Voltage Board (38 kV)
Control Voltage	5 - 125 VDC Operating Voltage
Circuit Protection	S - Standard MCB for heaters and auxiliary circuits, knife switch for control circuits
Bushing Type	Standard Bushing (38 kV, 2000 Amp, 200 kVBIL) Six ANSI-70 gray Porcelain Bushings. Standard creepage: 37.75in. (958 mm) - 12 THDS copper stud bushing.
Bushing Terminal Connectors	4 - Stud to 4-hole NEMA pad connectors
Control Type	M - Relay (Microprocessor)
WILD_CARD	Special relay - SEL-351S Protection System, part number: 0351S7X7E3E5421
Panel Configuration	Z - Special panel
Control Wiring	#12 AWG; Control Wire as required
Control Wiring Lugs	Insulated wiring lugs provided
Control Terminal Blocks	G.E. type EB25 - 12 point terminal blocks as required. Due to global Supply Chain crisis, the terminal blocks used in final production may vary as per availability of Marathon, Magnum or GE terminal blocks. Technical parameters of alternate terminal blocks match/exceed the parameters of the originally assigned terminal blocks.
Heaters	(2) 240 VAC, 375 Watt heaters provided; one for the low voltage compartment and one for the high voltage compartment.

Local/Remote Switch	No local/remote switch provided
Test Switches	Special test switch
WILD_CARD	Special test switch - One (1) test switch assembly, type ABB FT-19R (1 with 1-8 current & 9-10 potential and 2 with 1-10 potential) 3RU, switches low, steel, ANSI 61 gray finish, screw terminals, standard depth, full clear cover, part number: FR3G173001001
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required
Control Switch	Special control switch
WILD_CARD	Special control switch - One (1) switch, circuit breaker control, with red and green flags, labels to indicate switch position and indicating lights with resistors. Switch to be G.E. Co. type 16SB1CB210SSM2K, indicating lights to be G.E. Co. type ET-16 or equal with LED bulb for 125 VDC operation.
Legacy Material	No - Similar to Similar to 1VAS001604-0001 with stainless steel NextGen cabinet, SEL relay, FT-19R test switch
Special Final Assembly	Special Final Assembly None
Seismic Option and Wind Load	No Seismic qualificatoin is being provided
Shipping Special	Special Shipping Requirements No
Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet

Dynamic Accessories	ED2.0 Capacitor discharge switch
Dynamic Accessories	Copper ground bar on LV Compartment floor (12in)
Dynamic Accessories	Device Nameplates
Dynamic Accessories	External bushing identification stickers on roof
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet
Dynamic Accessories	Ground Clamps (#4 - 4/0)
WILD_CARD	Special Accessory 1 - Manufacturer shall provide a 24 pole terminal strip. This terminal strip shall be for customers use to interconnect for remote breaker control. One side shall be left open for customer use, the other side will be for manufacturer's connections. The terminal blocks for remote breaker control shall be grouped together.
WILD_CARD	Special Accessory 2 - The manufacturer shall supply a spare fuse block which shall be modular type with Bakelite frame and reinforced retaining clips to prevent accidental removal or dropping out due to vibration. The spare fuse block shall contain two (2) spare fuses for the close circuit and two (2) spare fuses for the trip circuit.
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Termination Count	Termination Count 350-500
CT Count	CT Count - 12 CT's
Capacitors Count	4 capacitors

ABB Internal Order Entry Information:

CID Code: 9AAC30400486

Source Location Code: 9AAE324912

Manufacturing: 3407, Mexico - San Luis
Potosi

Clarifications

ABB provides quotation based on the specifications provided by BEACHES ENERGY SERVICES

ABB will take the following exceptions to the tech spec:

- 11.2.1. One (1) hand closing lever for manually closing the circuit breaker (Not Offered)
- 11.1. A list of spare parts shall be included with the bid package. This list shall include a complete description of the part, including manufacturer, catalog numbers or part numbers, and prices for each item.

Spare ED2 Board is the only recommended spare part.

Revision History

Rev #	Date	Description of Change	Handled By

Shipment Schedule

Contract drawings, information submittals, manufacturing, and shipment schedules will follow the outline below and is contingent on customer approval in the time frame indicated:

- I. Orders with Drawing Approval
 - Approval Drawings – 3 weeks after receipt of ABB approved order
 - Customer drawing approval time – 2 weeks to keep order timeline on schedule
 - Product ready for shipment – 16 weeks after return of all approval drawings with customer release for manufacture
 - Delivery – 1-2 weeks
 - Total lead time: 23 weeks
- II. Orders with existing bill of material, no bill of material changes and no approval drawings (duplicate orders)
 - Manufacturing time – 16 weeks after receipt of ABB approved order
 - Delivery – 1-2 weeks
 - Total lead time: 18 weeks

All customer provided data and requirement must be finalized at the time of purchase order placement. Revision to contract requirements may result in schedule changes and delays. All lead-times are subject to change based on prior sales and loaded factory capacity, please contact factory for actual lead-times at time of order placement.

Example R-MAG Cost Savings

Operating mechanism maintenance cost savings

Mechanism

		Spring charged	¹ Magnetic actuator
Estimated service life (years)²		30	30
Number of years between maintenance		2	Not applicable
Cost per maintenance event		\$685.00	Not applicable
Cost per event	Labor cost per hour	\$85	Not applicable
	Switching time (hrs)	2	Not applicable
	# of workers required for switching	2	Not applicable
	Time to complete maintenance (hrs)	2	Not applicable
	# of workers required for maintenance	2	Not applicable
Material costs		\$5.00	Not applicable
Lifetime maintenance costs		\$10,275.00	\$0.00

Lifetime operating mechanism maintenance cost savings: \$10,275.00

General breaker maintenance costs

		Mechanism	
		Spring charged	Magnetic actuator
Estimated service life (years)		30	30
Number of years between maintenance		5	5
Cost per maintenance event		\$47.50	\$47.50

¹ The values used for the spring charged mechanism breaker referred to in the 'Example R-MAG Cost Savings' are based on ABB's R-breaker that utilizes a spring charged mechanism.

² The Estimated Service Life refers to the normally observed useful service life for a product. The estimated service life will vary based on the environment, maintenance and usage of the breaker; ABB offers a standard 5 year limited warranty for its R-Mag product line.

Cost per event	Labor cost per hour	\$85	\$85
	Time to complete maintenance (hrs)	0.5	0.5
	# of workers required for maintenance	1	1
	Material costs	\$5.00	\$5.00
Lifetime maintenance costs		\$285.00	\$285.00

Lifetime general maintenance cost savings: \$0.00

ED2.0 electronic control board cost savings

		Spring mechanism change-out cost	R-MAG ED2 board change-out cost
Estimated service life (years)		30	30
Number of years between replacement		10	10
Cost per replacement event		\$2,780.00	\$1,655.00
Cost per event	Labor cost per hour	\$85.00	\$85.00
	Time to complete replacement (hrs)	9	1.5
		(coil and motor)	(ED2 board)
	# of workers required for replacement	2	2
Material cost		\$1,250.00	\$1,400.00
		(coil and motor)	(ED2 board)
Lifetime maintenance costs		\$8,340.00	\$4,965.00

Lifetime change-out cost savings: \$3,375.00

PPI Indexes

BLS Series ID	Description
PCU335313335313A	PPI industry data for Switchgear and switchboard apparatus mfg-Switchgear, excluding ducts and relays

BLS Series ID	Description
PCU335313335313	PPI industry data for Switchgear and switchboard apparatus mfg

In case that the delivery requested by the customer is greater than 6 months from the date of the Purchase Order, price recalculation will be for each separate LOT/delivery in time of actual Release for Manufacturing for that LOT/delivery. The adjustment will be calculated according to the following formula:

$$P_1 = P_0 \left(1 + \frac{PPI_1 - PPI_0}{PPI_0} \right) - \text{maximum 10\% discount}$$

Where: PPI_0 = PPI month of Order
 PPI_1 = PPI month of actual Release for Manufacturing
 P_1 = new price
 P_0 = original price

PPI Index:

US TERMS AND CONDITIONS OF SALE

General Policies and Conditions

1. This Proposal is offered subject to the following: 1) attached TERMS AND CONDITIONS OF SALE, 2) an executed Master Supply Agreement ("MSA"), and 3) ABB Inc.'s current general Terms and Condition of Sale. Any conflict among the documents comprising the terms of this Proposal shall be resolved in accordance with the following order of precedence: (i) an executed MSA incorporating the following Terms and Conditions of Sale (ii) attached TERMS AND CONDITIONS OF SALE incorporating ABB General Terms and Conditions of Sale (iii) or ABB General Terms and Conditions of Sale. Non-ABB pre-printed PO terms have no force and/or effect and are hereby rejected by ABB Inc.
2. Buyer represents and warrants that there are no federal, state, or local (collectively "Governmental") contracting provisions, regulations, flow-downs, or requirements that apply to this transaction, including without limitation any Governmental domestic preference or prevailing wage, other than such terms that have been disclosed and agreed to by Seller in writing. Buyer assumes sole responsibility for any costs associated with non-compliance of terms not agreed by Seller in writing. Unless expressly provided in writing, Seller makes no representation that the quoted product(s) or service(s) comply with any Governmental contracting provisions and regulations.
3. This quotation expires in 30 calendar days unless terminated sooner by notice. Prices do not include federal, state, or local taxes of any kind.
4. Orders not requiring engineered drawings for approval must be released by Buyer for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved by Buyer for release within 60 days of mailing. If not, ABB reserves the right to reprice based off current market values.
5. Net 30 days from the date of invoice or per Master Service Agreement with customer
6. Check with local ABB Factories for minimum order value requirements.

Warranty

1. The warranty for products shall expire one (1) year from date of installation or eighteen (18) months after date of shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. Some products may have longer warranties. Please see product specific-bulletins or speak with an ABB representative for further information. "R-Mag is warranted for a period of 5 years from manufacturing date."
2. All warranty claim remedies are provided under the General Terms and Conditions of Sale, or any applicable MSA, whichever is applicable between the parties.

Order Cancellation – Schedule of Charges

1. 10% - Order received.
2. 30% - Drawings for approval submitted, if required.
3. 50% - Revisions to approval drawings submitted, if required.
4. 75% - Order cancellation if:
 - a. Order is released for manufacturing by the customer, engineered designs which require drawing approvals.
 - b. Orders acknowledgment by the factory for products not requiring drawing approvals.
5. 100% - Production started.

Delivery and Transportation

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title and risk of loss passes upon shipment. DAP transportation applies for products shipped from ABB's Italy, Germany, or Poland factories. Please contact a local ABB representative for additional details.
2. Unless otherwise noted in this quotation, normal transportation and handling is allowed to common carrier point nearest destination within the Contiguous US (excluding Alaska and Hawaii).
3. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
4. Special Instruction - The Receiving Associate is required to sign, date, and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date, and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

Other Notes

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.
4. On the day the Purchase Order is received, the prices are subject to adjustment if the cost of labor, transportation, or materials has increased by more than 2% since the date of bid submission or last price adjustment based on appropriate local official labor, transportation, or materials index. In such case ABB reserves the right to adjust the price to include the respective increase.
5. Changes after order entry related to engineering, drawings, or parts could be subject to additional charges and may impact shipment schedule. All customer provided data and requirements must be finalized at the time of purchase order placement.
6. The Estimated Lead-Times contained in this proposal are for estimating purposes only. These lead-times reflect the estimated time to manufacture our products from the order release date until the factory shipment date. Our lead-times are shown in terms of working days, which do not include weekends, factory holidays, nor factory shutdowns. Our published lead-times do not include approval drawing cycle, factory witness testing, or jobsite transit time. The actual lead-times are subject to change at any time and depend on factory loading, scheduled plant shutdowns, and job size. Please contact your ABB sales representative if firm lead-times are needed and they can work on your behalf to obtain pre-negotiated engineering/manufacturing slots as necessary.

ABB INC.
GENERAL TERMS AND CONDITIONS OF SALE
(2022-01 U.S.)

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon

delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses

incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Indemnification.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be

governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium

of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

20. Bribery and Corruption

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Seller or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render Seller liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Section 19(a) above may be considered by Seller to be a material breach hereunder and shall entitle Seller to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of Seller hereunder or applicable law. Purchaser shall indemnify Seller for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.

(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at . Purchaser

agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal:

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

21. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

22. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

23. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

24. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

25. Confidentiality.

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who:

(i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

26. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

27. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

28. US Government Contracts.

(a) This Article 28 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

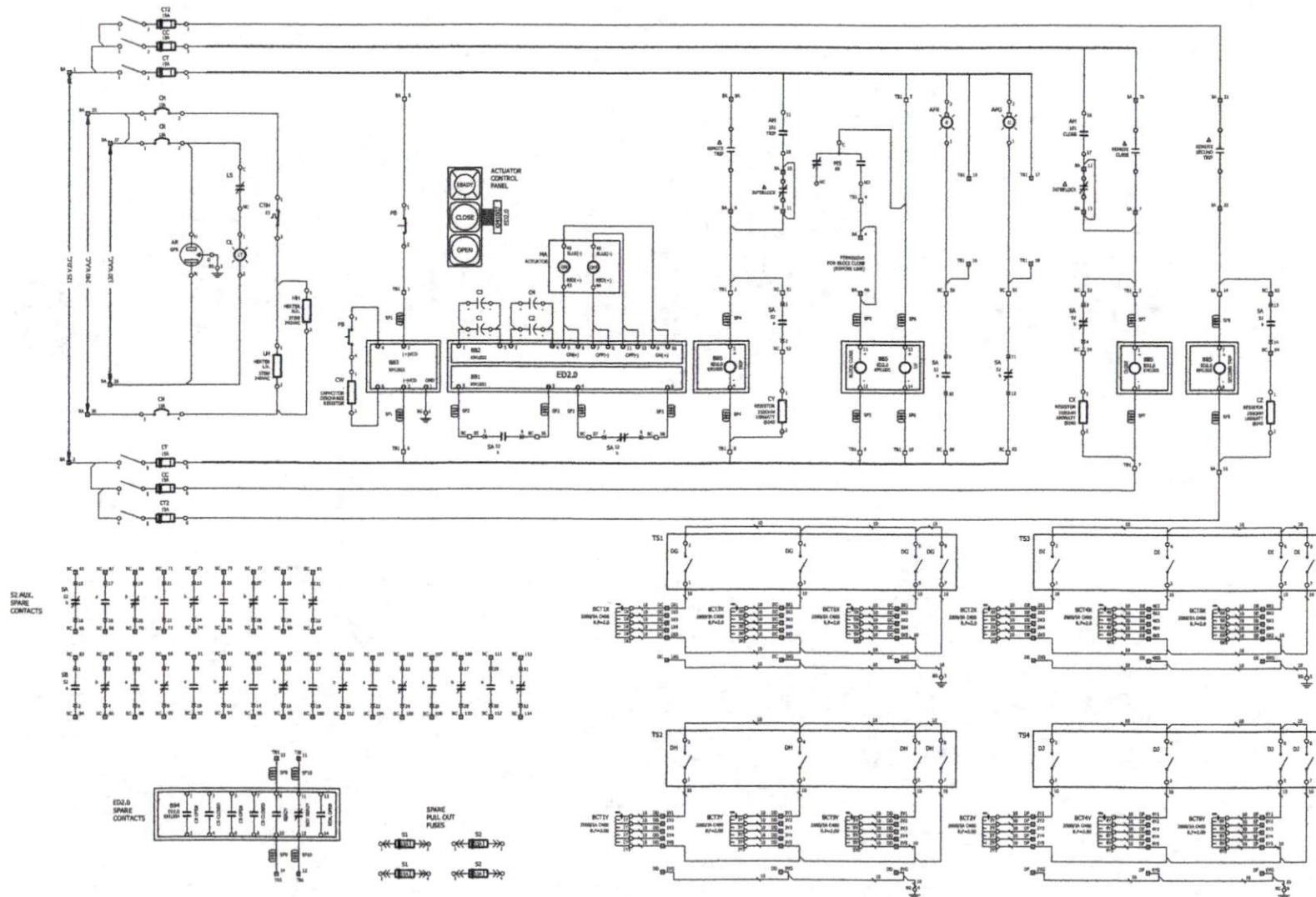
29. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

DRAWING FOR BIDDING PURPOSES ONLY, WIRING SPECIFICS TO BE DETERMINED



LEGEND

- 27 LOSS OF VOLTAGE RELAY
23 THERMOSTAT
69 MANUAL RESET LOCKOUT SWITCH
□ TERMINAL BLOCK POINTS
■ CUSTOMER TERMINAL BLOCK POINTS
● NOT SUPPLIED BY ABB

EDGE SUPPRESSION FERRITE CORES
CUSTOMER ALARM MUST HAVE 10 SECOND DELAY IN 'NOT READY' CONTACT

NOTE * ABBREVIATIONS, DEVICE NUMBERS AND TERMINALS ARE IN ACCORDANCE WITH THE APPLICABLE ANSI, NEMA OR IEEE STANDARDS.

WIRING DIAGRAM = 1YEM14060000W01
LAYOUT DIAGRAM = 1YEM14060000Z01

[illegible]

BEACHES ENERGY SERVICES

38kV, 2000A BREAKER GO-BY

DATE	2024	ISSUED TO	NAME	CATEGORY	ISSUING AGENCY	SHEET NO.
MOOD	NONE	NAJ	NAJ	JJP	N/A	1

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.

ABB 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) **5**

Exemption from FATCA reporting code (if any) **E**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

305 Gregson Drive

6 City, state, and ZIP code

Cary, NC 27511

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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 6 - 3 1 0 0 0 1 8

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 ►

Michael S. Beam

Date ►

01/08/2024

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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Beaches Energy Services
Response Summary
Bid No. 2324-11 38kV Vacuum Circuit Breakers

Form								Local Buss. Tax Receipt	Notes
Vendor	1	2	3	4	5	6	W-9		
Superior Power Products	a	x	x	x	x	x	x	b	Qualified pricing

a - Did not use updated Form 1

b - Did not provide

Beaches Energy Services
Bid Tabuation Sheet
Bid No. 2021-05 38KV Vacuum Circuit Breakers

Item	Type	Qty	Superior Power Products	
			Unit Cost	Extended
1	1250 Amp	7	\$ 64,016.11	\$ 448,112.77
2	2000 Amp	4	\$ 67,878.51	\$ 271,514.04
				\$ 719,626.81

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: July 8, 2024

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2324-11 38KV Vacuum Circuit Breakers**

Item	Breaker Type	Unit Cost	Vendor
1	1250 Amp	\$64,016.11	ABB Inc.
2	2000 Amp	\$67,878.51	ABB Inc.

Recommendation will be presented to the City Manager for intent to award of Bid No. 2324-11 38KV Vacuum Circuit Breakers to **ABB Inc.**

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 COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	08/06/2024
SUBJECT:	Standard Grant Agreement with Florida Department of Environmental Protection Grant for the Construction of the Wastewater Treatment Filter Replacement Project

BACKGROUND

One of the primary objectives for Public Works (PW) in their effluent elimination project to meet Senate Bill 64 requirements is the ability to produce the highest quality water consistently to assure the use of this reuse water for irrigation. As part of those efforts, PW has developed a plan, following the study completed by Dewberry, to assure compliance with the SB64 requirements by January 1, 2032. One of our weak links in consistent high quality water is the filtration setup. PW is working with Dewberry to replace these filters with a new filtration system that requires less maintenance and produces high quality water more consistently than what is currently produced. PW applied for a water quality grant with Florida Department of Environmental Protection (FDEP). The FDEP is awarding a grant to the City in the amount of \$1,750,000 towards this project, which is currently budgeted at \$3,000,000 overall in the FY2025 CIP.

PW is asking to approve the award of this grant for construction.

FINANCIAL IMPACT

The \$1,750,000 will offset the total cost of effluent elimination projects and the grant revenue accounts will be adjusted when the funding is available.

REQUESTED ACTION

Approve/Disapprove the Standard Grant Agreement with the Florida Department of Environmental Protection in the amount of \$1,750,000 for the Construction of the Wastewater Treatment Filter Replacement Project

ATTACHMENTS

1. QG003_Agreement_unsigned (7.16.24)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Pollution Control Advanced Wastewater Treatment Filtration Upgrade** Agreement Number: **QG003**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Jacksonville Beach** Entity Type: **Local Government**

Grantee Address: **1460-A Shetter Avenue, Jacksonville Beach, FL 32250** FEID: **59-600034**

(Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **September 30, 2026**

4. Project Number: **30.2851, -81.4058** Project Location(s): **30.2851, -81.4058**
(If different from Agreement Number)

Project Description: **The City of Jacksonville Beach will replace the PCP filter at the AWT facility.**

5. Total Amount of Funding: \$ 1,750,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☒ Federal	Fed WWG, Section 152, FY21-22, WPSPTF	\$ 1,750,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 1,750,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 3,500,000.00

6. Department's Grant Manager Name: Cameron McMahan or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2944 Email: Cameron.McMahan@FloridaDEP.gov	Grantee's Grant Manager Name: Kayle Moore or successor Address: 1460-A Shetter Avenue Jacksonville Beach, FL 32250 Phone: 904-247-6100 Email: kmoore@jaxbchfl.net
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Unique Entity Identifier (UEI):	EUKECMNNDJL4
Federal Award Date to Department:	03/11/2021
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	\$1,750,000.00
Federal Awarding Agency:	Department of Treasury
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Jacksonville Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Dennis Barron, Director, City of Jacksonville Beach

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Cameron McMahan, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than September 30, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the

Attachment 1

work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. QG003**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Pollution Control Advanced Wastewater Treatment Filtration Upgrade. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$1,750,000.00 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made July 1, 2023 in original Attachment 2 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. For agreements funded solely with state funding or non-American Rescue Plan Act federal funding, the final payment will not be processed until the match requirement has been met.

If this Agreement is funded with any amount of federal American Rescue Plan Act funding, the Department may require that such federal funding be fully expended prior to utilizing requisite matching funds for Project costs. In such instance, Grantees subject to the cost share must demonstrate to the Department that the Grantee has designated the necessary amount of funds as cost share, which the Grantee certifies will be available for use in later phases of the Project, either after all federal funding has been expended or the federal deadline for expending American Rescue Plan Act funding has passed.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for

subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Pollution Control Advanced Wastewater Treatment Filtration Upgrade

PROJECT LOCATION: The Project will be located in the City of Jacksonville Beach within Duval County; Lat/Long (30.2855, -81.4058).

PROJECT BACKGROUND: The City of Jacksonville Beach's (Grantee) Water Reclamation Facility (WRF) discharges into the Lower St. Johns River, a TMDL and BMAP waterbody. The current disc filters produce unreliable water with Total Suspended Solids (TSS) concentrations occasionally above permit limits. The Advanced Wastewater Treatment (AWT) filter replacement project upgrades the wastewater process to produce more efficient and reliable AWT filtration to assure reuse quality effluent to be captured for irrigational use. It also advances the goals and strengthens objectives of SB64 by continuing to project low nutrient concentration reuse water, expanding beneficial reuse.

PROJECT DESCRIPTION: The Grantee will replace the current unreliable disc filters with an Aqua-Aerobics submersed filtration system at the AWT facility.

All documentation should be submitted electronically unless otherwise indicated. The Grantee will submit documentation, as applicable, for the work completed.

Task 1: Pollution Control Advanced Wastewater Treatment Filtration Upgrade Project

The Grantee will complete the following under this Agreement to complete the Project:

Construction

Deliverables: The Grantee will construct filter replacement upgrades to the Water Reclamation Facility in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

If not listed under the activities above, the following apply:

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The activities must be completed by the corresponding activity end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the amount indicated below.

For any activity listed in the Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than

September 30, 2026, to ensure the availability of funds and adequate time to process payment requests. Any payment requests not submitted with correct and complete forms and supporting documentation by September 30, 2026, are at risk of not being paid. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

Funds must be fully expended and reimbursed to Grantee no later than December 31, 2026, the funds will no longer be available after that date.

Task No.	Task Title	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Pollution Control Advanced Wastewater Treatment Filtration Upgrade	\$1,750,000.00	\$1,750,000.00	07/01/2021	12/31/2026

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$1,750,000.00	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$1,750,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

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

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Attachment 8

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Karen Nelson, Deputy City Manager
DATE:	08/09/2024
SUBJECT:	Amendment to the Collective Bargaining Agreement with the FOP

BACKGROUND

Police Departments across the country are facing a labor shortage due to an unstable economy and an often challenging political and social climate. The City recognizes that an equitable pay structure with competitive salaries is essential to attracting and retaining a skilled, motivated police workforce; thereby increasing the level of service to our community, and effectively promoting the City's Strategic Plan goals related to public safety.

Neighboring agencies in Northeast Florida are implementing contract changes to provide unprecedented increases to starting salaries for Police Officers. To address the ongoing recruitment and retention challenges, and stay competitive in the market, the City and the Fraternal Order of Police (FOP) agreed to reopen the current Collective Bargaining Agreement (CBA) for the limited purpose of renegotiating the wage provisions for the fiscal year beginning October 1, 2024. This is the last year of a three-year CBA that expires on September 30, 2025.

The City and the FOP have addressed the critical hiring needs by raising starting salaries significantly to better compete in the challenging law enforcement market. The proposed pay plan will provide a 23% increase in starting wages for Police Officers from \$53,061 to \$65,312 annually; and the maximum annual salary for Officers will increase by 7.6% from \$83,762 to \$90,168. Additionally, the plan will provide a 7.6% across-the-board increase to Corporal and Sergeant positions. The Union held a ratification vote on August 12, 2024, and unanimously approved the amendments.

FINANCIAL IMPACT

The estimated cost of the amended FOP pay plan is \$557,846, or 7.43%, more than the original FY2025 Budget presented to the City Council. Of that total, \$486,740 will come from General Fund Reserves and \$71,106 will come from Downtown Tax Increment Funds (TIF). The General Fund will be adjusted at mid-year and the CRA will be asked to adopt a FY2025 budget amendment for the Downtown TIF portion at an upcoming meeting.

	FY2024	FY2025 Original*	FY2025 Proposed
Total Annual Payroll Costs	\$6,904,342	\$7,510,282	\$8,068,128
Increase / FY24			\$1,163,786
Increase / FY25 Original			\$557,846

**The original FY2025 budget includes 3 new Officer positions and 1 new Sergeant.*



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

REQUESTED ACTION

Approve/Disapprove the amended Appendix C, Pay Grade Schedule, of the Collective Bargaining Agreement with the Fraternal Order of Police, effective October 1, 2024

ATTACHMENTS

1. Amendments to Appendix C

APPENDIX C
PAY GRADE SCHEDULE
October 1, 2024 – September 30, 2025
CURRENT

Officer - 180				
	<i>Meets (a)</i>		<i>Exceeds (b)</i>	
<i>Step</i>	<i>Hourly</i>	<i>Annually</i>	<i>Hourly</i>	<i>Annually</i>
1	\$26.28	\$54,662.40		
2	\$26.80	\$55,744.00	\$27.07	\$56,305.60
3	\$27.60	\$57,408.00	\$27.88	\$57,990.40
4	\$28.43	\$59,134.40	\$28.72	\$59,737.60
5	\$29.28	\$60,902.40	\$29.58	\$61,526.40
6	\$30.16	\$62,732.80	\$30.47	\$63,377.60
7	\$32.42	\$67,433.60	\$32.76	\$68,140.80
8	\$33.39	\$69,451.20	\$33.74	\$70,179.20
9	\$34.39	\$71,531.20	\$34.75	\$72,280.00
10	\$35.42	\$73,673.60	\$35.79	\$74,443.20
11	\$36.48	\$75,878.40	\$36.86	\$76,668.80
12	\$37.57	\$78,145.60	\$37.97	\$78,977.60
13	\$38.70	\$80,496.00	\$39.11	\$81,348.80
14	\$39.86	\$82,908.80	\$40.28	\$83,782.40
15	\$41.06	\$85,404.80	\$41.49	\$86,299.20

Corporal - 181				
	<i>Meets (a)</i>		<i>Exceeds (b)</i>	
<i>Step</i>	<i>Hourly</i>	<i>Annually</i>	<i>Hourly</i>	<i>Annually</i>
1	\$38.61	\$80,308.80		
2	\$39.38	\$81,910.40	\$39.77	\$82,721.60
3	\$40.56	\$84,364.80	\$40.96	\$85,196.80
4	\$41.78	\$86,902.40	\$42.19	\$87,755.20
5	\$43.03	\$89,502.40	\$43.46	\$90,396.80
6	\$44.32	\$92,185.60	\$44.76	\$93,100.80
7	\$45.65	\$94,952.00	\$46.10	\$95,888.00
8	\$47.02	\$97,801.60	\$47.48	\$98,758.40
Sergeant - 182				
	<i>Meets (a)</i>		<i>Exceeds (b)</i>	
<i>Step</i>	<i>Hourly</i>	<i>Annually</i>	<i>Hourly</i>	<i>Annually</i>
1	\$42.63	\$88,670.40		
2	\$43.48	\$90,438.40	\$43.91	\$91,332.80
3	\$44.78	\$93,142.40	\$45.23	\$94,078.40
4	\$46.12	\$95,929.60	\$46.59	\$96,907.20
5	\$47.50	\$98,800.00	\$47.99	\$99,819.20
6	\$48.93	\$101,774.40	\$49.43	\$102,814.40
7	\$50.40	\$104,832.00	\$50.91	\$105,892.80
8	\$51.91	\$107,972.80	\$52.44	\$109,075.20

APPENDIX C
PAY GRADE SCHEDULE
October 1, 2024 – September 30, 2025
PROPOSED

Officer - 180				
	<i>Meets (a)</i>		<i>Exceeds (b)</i>	
<i>Step</i>	<i>Hourly</i>	<i>Annually</i>	<i>Hourly</i>	<i>Annually</i>
1	\$31.40	\$65,312.00		
2	\$31.82	\$66,185.60	\$32.13	\$66,830.40
3	\$32.56	\$67,724.80	\$32.88	\$68,390.40
4	\$33.32	\$69,305.60	\$33.65	\$69,992.00
5	\$34.10	\$70,928.00	\$34.43	\$71,614.40
6	\$34.90	\$72,592.00	\$35.23	\$73,278.40
7	\$35.71	\$74,276.80	\$36.05	\$74,984.00
8	\$36.54	\$76,003.20	\$36.89	\$76,731.20
9	\$37.39	\$77,771.20	\$37.75	\$78,520.00
10	\$38.26	\$79,580.80	\$38.63	\$80,350.40
11	\$39.15	\$81,432.00	\$39.53	\$82,222.40
12	\$40.06	\$83,324.80	\$40.45	\$84,136.00
13	\$40.99	\$85,259.20	\$41.39	\$86,091.20
14	\$41.95	\$87,256.00	\$42.36	\$88,108.80
15	\$42.93	\$89,294.40	\$43.35	\$90,168.00

Corporal - 181				
	<i>Meets (a)</i>		<i>Exceeds (b)</i>	
<i>Step</i>	<i>Hourly</i>	<i>Annually</i>	<i>Hourly</i>	<i>Annually</i>
1	\$40.35	\$83,928.00		
2	\$41.16	\$85,612.80	\$41.56	\$86,444.80
3	\$42.39	\$88,171.20	\$42.81	\$89,044.80
4	\$43.66	\$90,812.80	\$44.09	\$91,707.20
5	\$44.97	\$93,537.60	\$45.41	\$94,452.80
6	\$46.32	\$96,345.60	\$46.77	\$97,281.60
7	\$47.71	\$99,236.80	\$48.17	\$100,193.60
8	\$49.14	\$102,211.20	\$49.62	\$103,209.60
Sergeant - 182				
	<i>Meets (a)</i>		<i>Exceeds (b)</i>	
<i>Step</i>	<i>Hourly</i>	<i>Annually</i>	<i>Hourly</i>	<i>Annually</i>
1	\$44.55	\$92,664.00		
2	\$45.44	\$94,515.20	\$45.89	\$95,451.20
3	\$46.80	\$97,344.00	\$47.27	\$98,321.60
4	\$48.20	\$100,256.00	\$48.69	\$101,275.20
5	\$49.65	\$103,272.00	\$50.15	\$104,312.00
6	\$51.14	\$106,371.20	\$51.65	\$107,432.00
7	\$52.67	\$109,553.60	\$53.20	\$110,656.00
8	\$54.25	\$112,840.00	\$54.80	\$113,984.00